

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

Confidential Draft Submission No. 2

**FORM S-1
REGISTRATION STATEMENT
under the Securities Act of 1933**

IMAC Holdings, Inc.

(Exact Name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

8093
(Primary Standard Industrial
Classification Number)

83-0784691
(I.R.S. Employer
Identification No.)

**IMAC Holdings, Inc.
1605 Westgate Circle
Brentwood, Tennessee 37027
(844) 266-4622**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Jeffrey S. Ervin
Chief Executive Officer
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(844) 266-4622**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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**Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer

Accelerated Filer

Non-Accelerated Filer

Smaller Reporting Company

(Do not check if a
smaller reporting company)

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Shares of Common Stock, par value \$0.001 per share	-	-	\$ 17,250,000	\$ 2,147.63
Underwriter Warrants (3) (5)	-	-	-	-

Common Stock underlying Underwriter Warrants (3) (4)	-	-	828,000	\$	103.09
Total	-	-	18,078,000	\$	2,250.72

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- (1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
 - (2) Includes shares the underwriter has the option to purchase to cover over-allotments, if any.
 - (3) We have agreed to issue to the underwriter, upon closing of this offering, warrants exercisable for a period of five years from the effective date of this registration statement entitling the representative to purchase 4% of the number of common shares sold in this offering. Resales of shares of common stock issuable upon exercise of the underwriter warrants are being similarly registered on a delayed or continuous basis. See "Underwriting."
 - (4) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(g) under the Securities Act. We have calculated the proposed maximum aggregate offering price of the common stock underlying the underwriter's warrants by assuming that such warrants are exercisable at a price per share equal to 120% of the price per share sold in this offering.
 - (5) No separate registration fee required pursuant to Rule 457(g) under the Securities Act.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a) may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion—Dated August [●], 2018

PRELIMINARY PROSPECTUS

[●] Shares of Common Stock



IMAC Holdings, Inc.

This is the initial public offering of shares of common stock of IMAC Holdings, Inc. We are offering [●] shares. We currently estimate that the initial public offering price will be \$[●] per share.

Prior to this offering, no public market has existed for our common stock.

We intend to list our shares of common stock for trading on The NASDAQ Capital Market under the symbol "IMAC." We believe that upon the completion of the offering contemplated by this prospectus, we will meet the standards for listing on The NASDAQ Capital Market.

An investment in our securities is highly speculative, involves a high degree of risk and should be considered only by persons who can afford the loss of their entire investment. See "Risk Factors" beginning on page 16 .

	Per Share	Total
Initial public offering price	\$	\$
Underwriting discounts and commissions (1)	\$	\$
Proceeds to us, before expenses	\$	\$

- (1) Represents underwriting discounts and commissions equal to 6.25% per share (or \$[●] per share), which is the underwriting discount we have agreed to pay to the underwriter in this offering.
- (2) Does not include a non-accountable expense allowance equal to 0.75% of the gross proceeds of this offering, payable to the underwriters, or for the reimbursement of certain expenses of the underwriters.

In addition to the underwriting discounts listed above and the non-accountable expense allowance described in the footnote, we have agreed to issue upon the closing of this offering warrants to Cuttone & Co., LLC, as representative of the underwriters, entitling it to purchase 4% of the number of shares of common stock sold in this offering at 120% of the public offering price per share expiring five years from the effective date of the registration statement of which this prospectus forms a part. The registration statement of which this prospectus forms a part also covers these warrants and the shares of common stock issuable upon their exercise. For additional information regarding our arrangements with the underwriters, please see "Underwriting" beginning on page 77 . We have granted the underwriter the right to purchase up to [●] additional shares of common stock from us at the initial public offering price less underwriting discounts and commissions to cover over-allotments, if any. The underwriter can exercise this option within 45 days after the date of this prospectus.

We are an "emerging growth company" as defined under U.S. federal securities laws and, as such, may elect to comply with certain reduced public company reporting requirements after this offering.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriter expects to deliver the shares of our common stock to purchasers on or about [●], 2018.

CUTTONE & CO., LLC

The date of this prospectus is [●], 2018

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About this Prospectus

Neither we nor the underwriter has authorized anyone to provide you with information that is different from that contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriter are offering to sell shares of common stock and seeking offers to buy shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date on the front of this prospectus, regardless of the time of delivery of this prospectus or any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside the United States: Neither we nor the underwriter has done anything that would permit this offering, or possession or distribution of this prospectus, in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside of the United States. See "Underwriting."

Unless otherwise indicated, information in this prospectus concerning economic conditions, our industry, our markets and our competitive position is based on a variety of sources, including information from third-party industry analysts and publications and our own estimates and research. Some of the industry and market data contained in this prospectus are based on third-party industry publications. This information involves a number of assumptions, estimates and limitations. The sources of the third-party industry publications referred to in this prospectus are:

- Orbis Research, an independent market research firm; and
- IBIS World, an independent industry research company.

The industry publications, surveys and forecasts and other public information generally indicate or suggest that their information has been obtained from sources believed to be reliable. None of the third-party industry publications used in this prospectus were prepared on our behalf. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors." These and other factors could cause results to differ materially from those expressed in these publications.

PROSPECTUS SUMMARY

This summary highlights information contained in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including our consolidated financial statements and the related notes thereto and the information set forth under the sections “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes thereto, in each case included in this prospectus. Some of the statements in this prospectus constitute forward-looking statements. See “Cautionary Note Regarding Forward-Looking Statements.”

References in this prospectus to “IMAC Group” represent IMAC Holdings, Inc. on a pro forma basis after consummation of business transactions involving companies owning or managing IMAC Regeneration Centers and the related issuance of shares of common stock, debt and/or cash payments in such transactions, which were completed in June 2018. The business transactions refer to the following three transactions with entities for which IMAC Holdings currently has either no ownership or control, or varying degrees of ownership or control : “Integrated Medicine and Chiropractic Regeneration Center PSC,” “IMAC of St. Louis, LLC” and “IMAC Regeneration Management of Nashville, LLC. ”

References in this prospectus to “we,” “us,” “our,” “our company,” “our business” or “IMAC Holdings” are to IMAC Holdings, Inc., a Delaware corporation, and prior to the Corporate Conversion discussed in this prospectus, IMAC Holdings, LLC, a Kentucky limited liability company, and in each case, their consolidated subsidiaries.

OUR COMPANY

We are a provider of a continuum of non-surgical orthopedic therapies through our regenerative and rehabilitative medical treatments to improve the physical health of our patients at our fast-growing chain of IMAC Regeneration Centers which we own or manage . Our outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. Our licensed healthcare professionals evaluate each patient and provide a custom treatment plan that integrates traditional medical procedures and innovative regenerative medicine procedures in combination with physical medicine. We do not use or offer opioid-based prescriptions as part of our treatment options in order to help our patients avoid the dangers of opioid abuse and addiction. The original IMAC Regeneration Center opened in Kentucky in August 2000 and remains the flagship location of our current business, which was formally organized in March 2015. Since then, we have opened six new outpatient medical clinics in Kentucky, Missouri and Tennessee, and plan with the net proceeds of this offering to further expand the reach of our facilities to other strategic locations throughout the United States. We have partnered with several active and former professional athletes, opening two Ozzie Smith IMAC Regeneration Centers and two David Price IMAC Regeneration Centers, and we recently opened a Tony Delk IMAC Regeneration Center in July 2018. Our outpatient medical clinics emphasize our focus around treating sports and orthopedic injuries. In 2017, IMAC Group recorded 81,256 total patient visits at our medical clinics.

We are focused on providing natural, non-opioid solutions to pain as consumers increasingly demand non-surgical treatments for an aging population. The demand for our services continues at a rapid rate fueling growth for organic healthcare solutions over traditionally invasive orthopedic practices. We believe that our regenerative rehabilitation treatments are provided to patients at a much lower price than our primary competitors including traditional orthopedic surgeons, pain management clinics and hospital systems targeting invasive joint reconstruction. Orbis Research, an independent market research firm, reported that the regenerative healthcare industry is estimated to be \$67.6 billion by 2019, and independent industry research company IBIS World estimated that outpatient rehabilitation is an approximately \$30 billion industry, with approximately 90% of that revenue generated from physical rehabilitation services, including orthopedic, sports, geriatric and other forms of physical medicine. Outpatient rehabilitation is anticipated to grow at a rate of 2% to 7% in the coming years, according to these industry research companies, due to the aging baby boomer generation, sustained high rates of obesity, healthcare reform and the continued economic recovery in the United States. We believe that as healthcare insurance providers seek to reduce medical costs and government regulation increases access to medical care, our outpatient medical clinics are poised to capture a larger share of healthcare spending.

We own our medical clinics directly or have entered into long-term management services agreements to operate and control these medical clinics by contract. The managed clinics are owned exclusively by a professional service corporation under common control with us or eligible members of our company in order to comply with state laws regulating the ownership of medical practices. We are compensated under management services agreements through service fees based on the cost of the services provided, plus a specified markup percentage, and a discretionary annual bonus determined in the sole discretion of each professional service corporation.

We also believe that we have positioned ourselves to take advantage of current trends in healthcare spending. According to the Centers for Medicare & Medicaid Services’ National Health Expenditure Projections 2017-2026, national healthcare expenditures continue to rise and are projected to grow from an estimated \$3.5 trillion in 2017 to \$5.7 trillion by 2026, representing an average annual rate of growth of 5.5%, reaching a projected 19.7% of U.S. gross domestic product in 2026 , as shown below.



Our Operations

We currently operate six outpatient medical clinics in three states. Our original clinic opened in August 2000 and remains the flagship location of our current business, which was formally organized in March 2015 with the mission of expanding the reach of our facilities to other strategic locations throughout the United States. Our flagship medical clinic has been operated during the last 18 years by Matthew E. Wallis, DC and Jason Brame, DC, two of our co-founders, and, since March 2015, together with Jeffrey S. Ervin, our third co-founder and the current Chief Executive Officer of the company. This management team continues today throughout the organization incorporating the same strategies used to build and operate the company's flagship location. During 2016 and 2017, we opened five more medical clinics, with one additional clinic this year.

Below is a list of our outpatient medical clinics and information about how we own or control our medical clinics:

<u>Clinic Name</u>	<u>Location of Clinic</u>	<u>Date Opened</u>	<u>Form and Date of Control</u>
IMAC Regeneration Center	Paducah, Kentucky	August 2000	Managed since June 28, 2018
Ozzie Smith Center	Chesterfield, Missouri	May 2016	Full ownership effective June 1, 2018, when remaining 64% interest was acquired
IMAC Regeneration Center	Murray, Kentucky	February 2017	Managed since June 28, 2018
David Price Center	Brentwood, Tennessee	May 2017	Managed since November 1, 2016
Ozzie Smith Center	St. Peters, Missouri	August 2017	Full ownership effective June 1, 2018, when remaining 64% interest was acquired
David Price Center	Murfreesboro, Tennessee	November 2017	Managed since November 1, 2016
Tony Delk Center	Lexington, Kentucky	July 2018	Managed since July 2, 2018

We own our medical clinics directly or have entered into long-term management services agreements to operate and control these medical clinics by contract. The managed clinics are owned exclusively by a professional service corporation under common control with us or eligible members of our company in order to comply with state laws regulating the ownership of medical practices. All employees who provide direct medical services to patients are employed by the professional service corporation. We employ the non-medical provider staff for the clinics and provide comprehensive management and administrative services to help the professional service corporation operate the clinics. We are compensated under management services agreements through service fees based on the cost of the services provided, plus a specified markup percentage, and a discretionary annual bonus determined in the sole discretion of each professional service corporation. Under our management services agreements, all obligations owed to us by the professional service corporations are secured by all accounts receivable, contract rights, revenues and general intangibles of the applicable professional service corporation. The management services agreements may be terminated by mutual agreement of the parties, by a non-breaching party after 30 days following an uncured breach by the other party, upon a bankruptcy of either party or by us upon 90 days' prior written notice to the other party.

Our Services

The licensed healthcare professionals at our clinics work with each patient to create a protocol customized for each patient by utilizing a combination of the following traditional and innovative treatments:

Medical Treatments. Our specialized team of doctors work together to provide the latest non-surgical, prescription-free treatments for movement challenges or pain related to orthopedic conditions. The treatments are customized to treat the underlying condition instead of masking the challenge with prescriptions or surgeries.

• **Regenerative Medicine.** Regenerative medicine utilizes cellular structures within one's body to heal damaged cells. We use these cellular structures from the patient's body (autologous cells) to heal a degenerative soft tissue condition causing pain or restricting one's movement. Clinical studies have shown that autologous cell treatments from blood, stromal vascular fraction, and bone marrow improved function and decreased pain to joints, muscles, connective tissue and alleviate osteoarthritis and degenerative tissue.

Physical Medicine. Our team of sports medicine practitioners start by collaboratively building a personalized physical medicine treatment plan designed to help patients get back to living the life they deserve.

● **Physical Therapy.** With a combination of biomechanical loading and tissue mobilization, our licensed physical rehabilitation therapists work with each patient to help the body restore skill within the joint or soft tissue.

● **Spinal Decompression.** During this treatment, the spine is stretched and relaxed intermittently in a controlled manner, creating a negative pressure in the disc area that can pull herniated or bulging tissue back into the disc. Whether caused by trauma or degeneration, we realize the impact a spinal injury can have on the quality of one's life and seek to provide innovative, non-invasive medical technology and care to relieve back pain and restore function.

● **Chiropractic.** Although removing pain is an integral part of patient care, our chiropractic goals also include wellness, health and optimal performance. Our experienced chiropractors are committed to helping patients achieve better health without the need for surgery or prescription drugs.

Our Growth and Expansion Strategy

We have plans to open additional IMAC Regeneration Centers in the states in which we currently operate, as well as in other strategic locations throughout the United States, building on our familiarity with the demographic market and our reputation in the area to attract new patients and endorsements. Our strategic partnerships with regional and national sports stars have enabled us to increase our visibility in our markets and become known for providing innovative regenerative-based therapies. We continue to seek opportunities to work with more athletes to draw awareness to our services. In addition, we have enlisted a wide range of medical and alternative medicine professionals to continue providing innovative outpatient treatments to our patients without surgery or prescription pain medication. The key elements of our growth and expansion strategy are:

Open New Outpatient Locations and Facilities. We are in the process of identifying strategic new locations at which to lease and develop new IMAC Regeneration Centers. We anticipate initial expansion in the Midwest and southern United States, including in Illinois, Kansas, Oklahoma and Texas, followed by locations throughout the United States. By branching into states near the ones in which we already operate, we will be able to draw on our experience with the regional market, leverage regional patient familiarity with our outpatient clinics and focus our marketing efforts. We believe our strong regional operations will provide a foundation to grow into more states across the country.

Continue to Obtain Endorsements from Well-Known Sports Celebrities. We continue to attract celebrity sports endorsers for each market in which we operate and plan to expand. By collaborating and co-branding with well-known sports figures, patients become more familiar with our brand and associate our company with physical fitness and well-being. Working with sports celebrities that are well-known in our markets and personally recommend our treatments helps establish credibility with patients in those markets.

Expand Our Advertising and Marketing. We intend to increase our advertising and marketing efforts and reach throughout our primary service areas in order to grow patient volume at our existing facilities and spur interest in newer locations. We will expand our direct-to-patient marketing via traditional media and social media outlets, using our celebrity endorsers in all such marketing efforts. While we welcome patients that are referred to us by other healthcare providers, we believe that direct marketing will generate more new patients for our outpatient clinics than relying solely on antiquated medical referral practices.

Offer State-of-the-Art Orthopedic Treatments. Our regenerative medicine techniques are used to prevent arthritis, treat meniscus tears, defeat muscle deterioration and address other damaged tissue conditions. We will continue offering cutting-edge healthcare treatments, including alternative medicine treatments, and will adapt our treatment offerings as new treatments are developed and come to market. By bringing together a diverse array of medical specialists, we are able to treat more health conditions and attract a larger base of patients.

Our Revenue Model

IMAC Holdings recorded consolidated patient billings of \$532,872 (unaudited) and \$1,378,313 and realized total net patient revenues, less allowances for contractual adjustments with third-party payers, of \$234,253 (unaudited) and \$654,625 for the three months ended March 31, 2018 and the year ended December 31, 2017, respectively, and had no revenues in 2016. No revenues were recorded in 2016 because IMAC Holdings did not own or manage any clinics in its name in 2016 and the clinics with which it had entered into management service agreements in 2016 did not open until early 2017. IMAC Holdings' net loss for the three months ended March 31, 2018 and year ended December 31, 2017 were \$665,865 and \$916,532, respectively.

Integrated Medicine and Chiropractic Regeneration Center PSC recorded patient billings of \$2,825,256 (unaudited), \$13,258,419 and \$14,990,042 and realized total net patient revenues of \$980,209 (unaudited), \$4,960,132 and \$3,311,884 for the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, respectively. Integrated Medicine and Chiropractic Regeneration Center PSC's net income/(loss) for the three months ended March 31, 2018 and year ended December 31, 2017 were \$(117,170) and \$444,177, respectively.

IMAC of St. Louis, LLC recorded patient billings of \$1,726,631 (unaudited), \$8,073,943 and \$3,171,811 and realized total net patient revenues of \$531,970 (unaudited), \$2,709,928 and \$913,654 for the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, respectively. IMAC of St. Louis, LLC's net income/(loss) for the three months ended March 31, 2018 and year ended December 31, 2017 were \$(243,095) and \$14,609, respectively.

IMAC Group, which includes the acquisitions of Integrated Medicine and Chiropractic Regeneration Center PSC and IMAC of St. Louis, LLC in June 2018, as if they each occurred on January 1, 2017, had patient billings of \$5,084,759 (unaudited) and \$22,710,675 and total net patient revenues were \$1,746,432 (unaudited) and \$8,324,685 for the three months ended March 31, 2018 and the year ended December 31, 2017. IMAC Group's pro forma net (loss) for the three months ended March 31, 2018 and year ended December 31, 2017 were \$(1,287,293) and \$(2,062,652), respectively. IMAC Group's pro forma net assets as of March 31, 2018 totaled \$13,394,728.

Our revenue model is diversified between medical treatments and physiological treatments. Our medical treatments are further segmented into traditional medical and regenerative medicine practices. For the last two full fiscal years and the first quarter of this year, traditional medical treatments comprised approximately 33% of IMAC Group's total net patient revenues, while regenerative medicine accounted for approximately 31% of the total net patient revenues. Physiological treatments generated the remainder of the total net patient revenues as physical therapy amounted to 31% and chiropractic care amounted to 5% of such revenues. We are an in-network provider for traditional physical medical treatments, such as physical therapy, chiropractic services and medical evaluations, with most private health insurance carriers. Regenerative medical treatments are typically not covered by insurance, but paid by the patient. Approximately 26% of IMAC Group's total net patient revenues are attributable to insurance payments, 23% to payments from the Centers for Medicare & Medicaid Services ("CMS") and 51% to cash payments from patients.

Our Competitive Advantages

While some of our competitors offer regenerative medical treatments like we do, we believe that few companies have the multi-disciplinary approach of combining physical therapy and medical professionals working together to generate optimal regenerative health outcomes. The internal survey results of IMAC Group conducted randomly with more than 120 patients during 2017 and 2016 reported that 91% of our patients experienced improvement in their health after treatments at our outpatient clinics.

Competitive factors affecting our business include quality of care, cost, treatment outcomes, convenience of location, and relationships with, and ability to meet the needs of, referral and payor sources. Our clinics compete, directly or indirectly, with many types of healthcare providers including the physical therapy departments of hospitals, private therapy clinics, physician-owned therapy clinics, and chiropractors. We may face more intense competition if consolidation of the therapy industry continues.

We believe that we differentiate ourselves from our competition and have been able to grow our business as a result of the following competitive strengths:

Our Non-invasive Approach to Traditional Orthopedic Care. We pay particular attention to rehabilitating our patients' musculoskeletal system to reduce pain and enhance mobility without surgery or anesthesia. Combining physical therapy, platelet rich plasma treatments, spinal decompression and chiropractic care, we are able to treat a variety of physical conditions by using a patient's own body to help heal itself.

We Do Not Prescribe Addictive Opioids. We do not use or offer opioid-based prescriptions as part of our treatment options in order to help our patients avoid the dangers of opioid abuse and addiction. We focus on preventing the potential for addiction through our regenerative-based therapies that help alleviate chronic pain.

We Utilize Diverse Medical Specialists for Customized Care. Our treatment protocols are customized by a team of medical doctors, nurse practitioners, chiropractors and physical therapists and are designed to heal damaged tissue without surgery or prescription pain medication.

Our Management has Aligned Interests. We believe that a strong alignment of interests with investors exists through the ownership of a significant percentage of our outstanding shares by Jeffrey S. Ervin, our Chief Executive Officer, and Matthew C. Wallis, DC, our Chief Operating Officer. Mr. Ervin and Dr. Wallis acquired their ownership in March 2015 when they founded the company and have not sold any of their equity to date.

Our Beliefs

We believe that we garner significant patient satisfaction following our five fundamental beliefs:

- we believe that the body has the ability to heal itself, and better results occur with our solutions to unlock the body's natural healing process;
- we believe in the power of doctors, from many different specializations, working together for the best patient care possible;
- we believe that employees should know patients by their face, not by a chart number;
- we believe consumers have a choice regardless of physician referral or insurance coverage; and
- we believe a medical setting should be comforting.

Our Leadership Team

We are led by senior executive officers who together have more than 70 years of combined experience in the healthcare service industry. Jeffrey S. Ervin, our Chief Executive Officer, co-founded our company in February 2015. Mr. Ervin has a history of managing private equity operations in the healthcare and other growth-oriented industries. Before co-founding our company, Mr. Ervin was the senior financial officer at Medx Publishing, an online healthcare marketing and technology firm and parent company of Medicare.com, where he was responsible for the disposition and ultimate sale of Medicare.com. Mr. Ervin earned an M.B.A. degree from Vanderbilt University.

Another co-founder of our company, Matthew C. Wallis, DC, a licensed chiropractor, is our Chief Operating Officer. Dr. Wallis has implemented strategies in the company to create consistent operating efficiencies for our sales, marketing and service delivery.

D. Anthony Bond, CPA, is the most recent addition to our leadership team, joining as our Chief Financial Officer in October 2017. Mr. Bond has a long history in senior financial roles within healthcare organizations and managing multi-state, multi-site healthcare operations for public and private companies.

Business Transactions

In June 2018, we completed the following transactions with IMAC Management Services, LLC (formerly Clinic Management Associates, LLC), IMAC Regeneration Center of St. Louis, LLC and IMAC Regeneration Management of Nashville, LLC (the "Transactions"). We intend to make additional acquisitions following this offering and, in the ordinary course of business, we frequently engage in discussions with potential acquisition candidates and/or their representatives. We have no commitments or agreements for any acquisitions. Information concerning our recent transactions is set forth below.

Integrated Medicine and Chiropractic Regeneration Center PSC. Our wholly-owned subsidiary, IMAC Management Services, LLC (formerly Clinic Management Associates, LLC), holds a long-term Management Services Agreement with Integrated Medicine and Chiropractic Regeneration Center PSC, a professional service corporation controlled by our co-founders Matthew C. Wallis, DC, and Jason Brame, DC, which operates two IMAC Regeneration Centers in Kentucky. On June 29, 2018, Clinic Management Associates, LLC, controlled by Drs. Wallis and Brame, merged with and into our subsidiary IMAC Management Services, LLC. IMAC Management Services, LLC provides exclusive comprehensive management and related administrative services to the IMAC Regeneration Centers under the Management Services Agreement. Pursuant to the merger agreement with Clinic Management Associates, LLC, we agreed to pay the sum of \$4,598,576 to its former owners in a combination of cash and shares of common stock upon the closing of this offering. Under the Management Services Agreement, we will receive service fees based on the cost of the services we provide, plus a specified markup percentage, and a discretionary annual bonus. The Management Services Agreement is exclusive, extends through June 2048 and does not provide for renewal.

IMAC of St. Louis, LLC. We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Center of St. Louis, LLC to acquire the remaining 64% of the outstanding units of the limited liability company membership interests we did not already own. This entity, doing business as the Ozzie Smith Center, operates two locations in Missouri. Pursuant to the terms of the Unit Purchase Agreement, we agreed to pay IMAC Regeneration Center of St. Louis, LLC's former owners upon the closing of this offering an amount of cash and shares of common stock in the aggregate amount of \$1,490,632. The effective date of the transaction was June 1, 2018.

IMAC Regeneration Management of Nashville, LLC. We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Management of Nashville, LLC to acquire the remaining 24% of the outstanding units of the limited liability company membership interests we did not already own for an amount equal to \$120,000 in cash and \$180,000 principal amount of 4% convertible notes (on the same terms as in our 2018 private placement described below). The effective date of this transaction was June 1, 2018. IMAC Regeneration Management of Nashville, LLC, now our 100%-owned subsidiary, and IMAC Regeneration Center of Nashville, P.C. previously agreed to a long-term, exclusive management services agreement on November 1, 2016.

Integrated Medicine and Chiropractic Regeneration Center PSC, IMAC Management Services, LLC, IMAC Regeneration Center of St. Louis, LLC and IMAC Regeneration Management of Nashville, LLC are related companies having common ownership with us and our controlling stockholders and have been operating together with us as a single group since 2015. See "Unaudited Pro Forma Condensed Consolidated Financial Information" to show the impact of these transactions on our financial statements.

2018 Private Placement

In the first five months of 2018, we received gross proceeds of \$1,530,000 from a private placement of our 4% convertible promissory notes. The \$1,530,000 and an additional \$200,000 in existing equity and payments to sponsors is convertible into 270,313 shares of our common stock, pursuant to the terms of a Securities Purchase Agreement with 23 accredited investors. The principal amount of the promissory notes is convertible into shares of common stock automatically upon the closing of this offering. The conversion price of the promissory notes is \$[●] per share, representing a 20% discount to the initial public offering price per share in this offering.

On May 31, 2018, we entered into a note payable to The Edward S. Bredniak Trust in the amount of up to \$2,000,000. An existing note payable with this entity in the amount of \$379,675.60 will be combined into the new note payable. The note carries an interest rate of 10% per annum and all outstanding balances are due and payable at the closing of this offering. The proceeds of this note are being used to satisfy ongoing working capital needs, expenses related to the preparation and execution of this offering, equipment and construction costs related to new clinic locations and potential business combination and transaction expenses.

Selected Risks Associated with Our Business

Despite our growth and expansion strategy and the competitive advantages we describe above, our business and prospects may be limited by a number of risks and uncertainties that we currently face, including:

- We operate in an intensely competitive market for healthcare solutions against a number of large, well-known hospital systems and outpatient medical clinics.
- We have a limited operating history and we cannot ensure the long-term successful operation of our business.
- IMAC Group had net losses of \$1,287,293 (unaudited) and \$2,062,652 for the three months ended March 31, 2018 and the year ended December 31, 2017. There can be no assurance we will have net income in future periods.

- As part of our growth strategy following this offering, we intend to develop or acquire other outpatient medical clinics; however, there is no assurance that we will be able to identify appropriate acquisition targets, successfully acquire identified targets or successfully develop and integrate the businesses to realize their full benefits.
- Our business depends on the availability to us of Jeffrey S. Ervin, our Chief Executive Officer, who has unique knowledge regarding our roll-out of IMAC Regeneration Centers, and Matthew C. Wallis, DC, our Chief Operating Officer, who has business contacts that would be extremely difficult to replace, and our business would be materially and adversely affected if either of their services were to become unavailable to us.

Implications of Being an “Emerging Growth Company”

As a public reporting company with less than \$1.07 billion in revenue during our last fiscal year, we qualify as an “emerging growth company” under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting requirements that are otherwise generally applicable to public companies. In particular, as an emerging growth company, we:

- are not required to obtain an attestation and report from our auditors on our management’s assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”);
- are not required to provide a detailed narrative disclosure discussing our compensation principles, objectives and elements and analyzing how those elements fit with our principles and objectives (commonly referred to as “compensation discussion and analysis”);
- are not required to obtain a non-binding advisory vote from our stockholders on executive compensation or golden parachute arrangements (commonly referred to as the “say-on-pay,” “say-on-frequency” and “say-on-golden-parachute” votes);
- are exempt from certain executive compensation disclosure provisions requiring a pay-for-performance graph and CEO pay ratio disclosure;
- may present only two years of audited financial statements and only two years of related Management’s Discussion and Analysis of Financial Condition and Results of Operations, or MD&A; and
- are eligible to claim longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act .

We intend to take advantage of all of these reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act. Our election to use the phase-in periods may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the phase-in periods under §107 of the JOBS Act. Please see “Risk Factors,” page 25 (“*We are an ‘emerging growth company’ . . .*”).

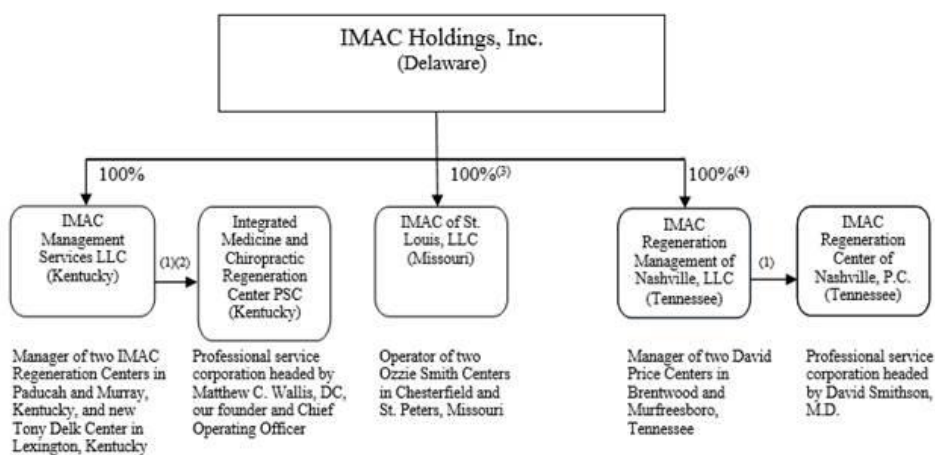
Certain of these reduced reporting requirements and exemptions were already available to us due to the fact that we also qualify as a “smaller reporting company” under the SEC’s rules. For instance, smaller reporting companies are not required to obtain an auditor attestation and report regarding management’s assessment of internal control over financial reporting, are not required to provide a compensation discussion and analysis, are not required to provide a pay-for-performance graph or CEO pay ratio disclosure, and may present only two years of audited financial statements and related MD&A disclosure.

Under the JOBS Act, we may take advantage of the above-described reduced reporting requirements and exemptions for up to five years after our initial sale of common equity pursuant to a registration statement declared effective under the Securities Act, or such earlier time that we no longer meet the definition of an emerging growth company. In this regard, the JOBS Act provides that we would cease to be an “emerging growth company” if we have more than \$1.07 billion in annual revenue, have more than \$700 million in market value of our common stock held by non-affiliates, or issue more than \$1 billion in principal amount of non-convertible debt over a three-year period. Under current SEC rules, however, we will continue to qualify as a “smaller reporting company” for so long as we have a public float (i.e., the market value of common equity held by non-affiliates) of less than \$75 million as of the last business day of our most recently completed second fiscal quarter.

Corporate Information and Incorporation

The first IMAC Regeneration Center was organized in August 2000 as a Kentucky professional service corporation. That center was the forerunner to our current business and remains our flagship location. Matthew C. Wallis, DC and Jason Brame, DC, together with Jeffrey S. Ervin, became the founding members of IMAC Holdings, LLC, a Kentucky limited liability company organized in March 2015, to expand the company into new states while meeting the requirements of state healthcare practice guidelines and ownership laws.

The following chart reflects the corporate structure of our key operating units:



Percentages above refer to our ownership of subsidiaries' limited liability company membership interests as of August 9, 2018.

(1) As required by applicable state law, our medical clinics in Kentucky and Tennessee are held in professional service corporations owned entirely by licensed medical practitioners because the clinics are engaged in the practice of medicine through physicians and nurse practitioners. We are able to manage these medical clinics through limited liability companies that enter into management services agreements with the professional service corporations that own the clinics. Under these agreements, we provide exclusive comprehensive management and related administrative services to the professional service corporation and receive management fees. Due to this financial and operational control by contract, our financial statements consolidate the financial results of the professional service corporations. See “Prospectus Summary – Our Company; Our Operations.”

- (2) Our medical clinics in Kentucky are held in Integrated Medicine and Chiropractic Regeneration Center PSC, a professional service corporation owned by Matthew C. Wallis, DC and Jason Brame, DC. IMAC Management Services LLC, our 100%-owned subsidiary, and Integrated Medicine and Chiropractic Regeneration Center PSC agreed to a long-term, exclusive management services agreement on June 28, 2018. See “Prospectus Summary – Our Company; Business Transactions.”
- (3) We previously owned 36% of the outstanding limited liability company membership interests of IMAC of St. Louis, LLC, and acquired the remaining 64% of the outstanding units on June 1, 2018. See “Prospectus Summary – Our Company; Business Transactions.”
- (4) We previously owned 7 6% of the outstanding limited liability company membership interests of IMAC Regeneration Management of Nashville , LLC, and acquired the remaining 24% of the outstanding units on June 1, 2018. Our medical clinics in Tennessee are held in IMAC Regeneration Center of Nashville, P.C., a professional service corporation headed by David Smithson, M.D., our medical director. IMAC Regeneration Management of Nashville, LLC, now our 100%-owned subsidiary, and IMAC Regeneration Center of Nashville, P.C. agreed to a long-term, exclusive management services agreement on November 1, 2016. See “Prospectus Summary – Our Company; Business Transactions.”

Our consolidated financial statements include the accounts of IMAC Holdings, LLC and the following entities which are consolidated due to direct ownership of a controlling voting interest or other rights granted to us as the sole general partner or managing member of the entity: IMAC Management Services, LLC and IMAC Regeneration Management of Nashville, LLC; the following entity which is consolidated with IMAC Regeneration Management of Nashville, LLC due to control by contract: IMAC Regeneration Center of Nashville, PC; and the following entity which was held as a minority interest prior to June 1, 2018: IMAC of St. Louis, LLC.

Effective May 31, 2018, IMAC Holdings converted into a Delaware corporation and changed our name to IMAC Holdings, Inc., which is referred to herein as the Corporate Conversion. In conjunction with the conversion, all of our outstanding membership interests were exchanged on a proportional basis into shares of common stock. As a result of the Corporate Conversion, we are now a federal corporate taxpayer as opposed to a pass-through entity for tax purposes. For more information, see the section entitled “Corporate Conversion.”

Our principal executive offices are located at 1605 Westgate Circle, Brentwood, Tennessee 37027 and our telephone number is (844) 266-IMAC (4622). We maintain a corporate website at <http://www.imacregeneration.com>.

We do not incorporate the information on or accessible through our website into this prospectus, and you should not consider any information on, or that can be accessed through our website a part of this prospectus.

We own various U.S. federal trademark registrations and applications, and unregistered trademarks, including the registered mark “IMAC Regeneration Center.” All other trademarks or trade names referred to in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus are referred to without the symbols ® and ™, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent possible under applicable law, their rights thereto.

Channels for Disclosure of Information

Investors and others should note that we use social media to communicate with all of our viewers and the public about our company, our services, new product developments and other matters. Any information that we consider to be material to an evaluation of our company will be included in filings on the SEC website, <http://www.sec.gov>, and may also be disseminated using our investor relations website, which can be found at <http://www.imacregeneration.com>, and press releases. However, we encourage investors, the media and others interested in our company to also review our social media channels. We do not incorporate the information on or accessible through our website into this prospectus, and you should not consider any information on, or that can be accessed through, our website a part of this prospectus.

THE OFFERING

The summary below describes the principal terms of this offering. The “Description of Capital Stock” section of this prospectus contains a more detailed description of the common stock.

Common stock offered by us	[●] shares.
Proposed initial public offering price	[\$●] per share
Underwriter’s over-allotment option	We have granted the underwriter a 45- day option to purchase up to an additional [●] shares of our common stock from us at the price to public less underwriting discounts and commissions to cover over-allotments, if any.
Common stock to be outstanding after this offering	[●] shares (or [●] shares if the underwriter’s option to purchase additional shares from us is exercised in full).(1)
Use of proceeds after expenses	<p>We estimate that the net proceeds of the sale of our common stock in this offering will be approximately \$[●] (or approximately \$[●] if the underwriter exercises its option in full to purchase additional shares of our common stock), based on an assumed initial public offering price of \$[●] per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.</p> <p>We intend to use the net proceeds of this offering (i) to pay the cash portion of the purchase price for the Transactions , (ii) to finance the costs of leasing and developing new IMAC Regeneration Center medical clinics, (iii) to repay an interim promissory note used for working capital, (iv) to spend on marketing and advertising to promote our clinics, and (v) for working capital and general corporate purposes. See “Use of Proceeds” for more information.</p>
Dividend policy	We have never declared or paid any cash dividends on our common stock. We anticipate that we will retain any earnings to support operations and to finance the growth and development of our business. Accordingly, we do not expect to pay cash dividends on our common stock in the foreseeable future.
Ownership after this offering	Jeffrey S. Ervin, our Chief Executive Officer, Matthew C. Wallis, DC, our Chief Operating Officer, and our other executive officers and directors will beneficially own ___% of our outstanding shares of common stock following this offering.
Underwriter Warrants	Upon the closing of this offering, we will issue Cuttone & Co., LLC, as a representative of the underwriters, warrants entitling it to purchase 4% of the number of shares of common stock sold in this offering. The warrants will be exercisable for a period of five years from the effective date of this registration statement of which this prospectus forms a part.

Risk factors	Investing in our common stock involves a high degree of risk. See “Risk Factors” and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in shares of our common stock.
Lock-up agreements	Our executive officers, directors, and stockholders, have agreed with the underwriters not to sell, transfer or dispose of any shares or similar securities for a period of 180 days following the closing of this offering. See “Underwriting.”
Nasdaq trading symbol	“IMAC”(2)
(1)	<p>In this prospectus, except as otherwise indicated, the number of shares of our common stock that will be outstanding immediately after this offering and the other information based thereon:</p> <ul style="list-style-type: none"> • assumes an initial public offering price of \$[●] per share of common stock (the midpoint of the estimated public offering price range set forth on the cover page of this prospectus); • includes the issuance of [●] shares of common stock upon the automatic conversion of our convertible promissory notes in the principal amount of \$1,730,000 issued in the first five months of 2018; • includes the issuance of (i) [●] shares of common stock under the terms of a merger agreement in connection with our acquisition of Clinic Management Associates, LLC and (ii) [●] shares of common stock under the terms of a unit purchase agreement in connection with our acquisition of IMAC of St. Louis, LLC; • excludes 1,000,000 shares of our common stock reserved for future issuance under our 2018 Incentive Compensation Plan; • excludes [●] shares of common stock reserved for issuance upon the exercise of the warrants to be issued to the underwriter in this offering; and • no exercise of the underwriter’s option to purchase up to [●] additional shares from us in this offering to cover over-allotments, if any.
(2)	We have reserved the trading symbol “IMAC” in connection with our application to have our common stock listed for trading on The Nasdaq Capital Market.

SUMMARY CONSOLIDATED FINANCIAL DATA

We derived the summary consolidated statements of operations data for 2017 and 2016 and the summary consolidated balance sheet data as of December 31, 2017 from our audited consolidated financial statements included elsewhere in this prospectus. No revenues were recorded in 2016 because we did not own any clinics in our name in 2016 and the clinics with which we entered into management services agreements in 2016 did not open until early 2017. The summary consolidated statements of operations for the three months ended March 31, 2018 and 2017 and the summary consolidated balance sheet data as of March 31, 2018 are derived from our unaudited consolidated financial statements included elsewhere in this prospectus. We have prepared the unaudited condensed consolidated financial statements on the same basis as the audited consolidated financial statements and have included, in our opinion, all adjustments consisting only of normal recurring adjustments that we consider necessary for a fair statement of the financial information set forth in those statements. Our historical results are not necessarily indicative of the results that may be expected in the future. This summary of historical financial data should be read together with the financial statements and the related notes, as well as “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” appearing elsewhere in the prospectus.

	IMAC Holdings			
	Three Months ended March 31,		Years ended December 31,	
	2018 (unaudited)	2017 (unaudited)	2017	2016
Consolidated Statements of Operations Data:				
Patient revenues	\$ 532,872	\$ -	\$ 1,378,313	\$ -
Contractual adjustments	(298,619)	-	(723,688)	-
Total patient revenues, net	234,253	-	654,625	-
Management fees	33,600	30,600	131,400	15,000
Total revenue	267,853	30,600	786,025	15,000
Total operating expenses	851,817	198,637	1,701,092	234,047
Operating loss	(583,964)	(168,037)	(915,067)	(219,047)
Total other income (expenses)	(20,240)	(191)	(15,074)	4
Loss before equity in earnings(loss) of non-consolidated affiliates	(604,204)	(168,228)	(930,141)	(219,043)
Equity in earnings (loss) of non-consolidated affiliate	(85,651)	9,587	13,609	(178,397)
Net loss	(689,855)	(158,641)	(916,532)	(397,440)
Net loss attributable to the non-controlling interest	285,191	250,389	859,351	16,643
Net loss attributable to IMAC Holdings, LLC members	\$ (404,664)	\$ 91,748	\$ (57,181)	\$ (380,797)

The pro forma financial information below reflects the completion of our transactions with Integrated Medicine and Chiropractic Regeneration Center PSC, IMAC of St. Louis, LLC and IMAC Regeneration Management of Nashville LLC (the “Transactions”) in June 2018 as if they had occurred on January 1, 2017. The pro forma operating data are not necessarily indicative of the actual results of our company had the Transactions occurred as of the beginning of 2017 or of our future operations.

	IMAC Group	
	Three Months ended March 31, 2018 (unaudited)	Year ended December 31, 2017
IMAC Group Unaudited Pro Forma Condensed Consolidated Statements of Operations Data:		
Patient revenues	5,084,759	22,710,675
Contractual adjustments	(3,338,327)	(14,385,990)
Total Revenue	1,746,432	8,324,685
Total operating expenses	2,999,446	9,705,505
Operating loss	\$ (1,253,014)	\$ (1,380,820)
Total other income (expenses)	(34,279)	(681,833)
Net loss	\$ (1,287,293)	\$ (2,062,653)
Net loss attributable to IMAC Holdings, LLC members	\$ (1,287,293)	\$ (2,062,653)

The following table summarizes the consolidated balance sheet data as of March 31, 2018, on an actual basis for IMAC Holdings and on a pro forma basis for IMAC Group, as adjusted to give effect to (a) the completion of the Transactions in June 2018, (b) the automatic conversion of our convertible promissory notes in the principal amount of \$1,730,000 issued in the first five months of 2018 into [●] shares of our common stock upon the closing of this offering, and (c) the sale of [●] shares of our common stock in this offering at an assumed initial public offering price of \$[●] per share, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and the application of the net proceeds therefrom as described in “Use of Proceeds.”

	As of March 31, 2018	
	IMAC Holdings Actual	IMAC Group Pro Forma, As Adjusted
	(unaudited)	
Cash and cash equivalents	\$ 550,509	\$ 8,132,440
Debt, current portion	\$ 2,421,482	\$ 2,832,624
Long-term debt, net of current portion	\$ 434,512	\$ 797,903
Equity	\$ (257,772)	\$ 13,394,728
Membership interest units, [365] units issued and outstanding, actual; 365 units issued and outstanding, pro forma and pro forma as adjusted		
Common stock, \$0.001 par value, 30,000,000 shares authorized, ___ shares issued and outstanding, actual; 30,000,000 shares authorized, pro forma and pro forma as adjusted; [●] shares issued and outstanding, pro forma; [●] shares issued and outstanding, pro forma as adjusted		
Additional paid-in capital		
Retained earnings		
Total stockholders' equity	\$ (257,772)	\$ 13,394,728
Total capitalization		

RISK FACTORS

An investment in our common stock involves a high degree of risk. In addition to the other information contained in this prospectus, prospective investors should carefully consider the following risks before investing in our common stock. If any of the following risks actually occur, as well as other risks not currently known to us or that we currently consider immaterial, our business, operating results and financial condition could be materially adversely affected. As a result, the trading price of our common stock could decline, and you may lose all or part of your investment in our common stock. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Cautionary Note Regarding Forward-looking Statements" in this prospectus. In assessing the risks below, you should also refer to the other information contained in this prospectus, including the financial statements and the related notes, before deciding to purchase any shares of our common stock.

Risks Relating to Our Company Business and Industry

We are in an early stage of development and have a limited operating history upon which to base an estimate of our future performance.

Our current business was formally organized in March 2015 and we have opened six new outpatient clinics since then. Accordingly, we have a limited operating history on which to base an estimate of our future performance. Because we lack a long operating history, you do not have either the type or amount of information that would be available to a purchaser of securities of a company with a more substantial operating history. Our growth and expansion strategy is in the early stages of implementation and there can be no assurance that we will be able to implement our strategy or that we will be commercially successful. Our ability to continue as a growing concern is contingent upon our ability to:

- raise sufficient capital, both through the sale of shares in this offering and through other debt and equity raises;
- hire and retain a number of highly skilled employees, including medical and chiropractic doctors, physical therapists and other practitioners;
- lease and develop acceptable premises for our IMAC Regeneration Centers;

- build a consistent patient base within the areas of our medical clinics;
- secure and maintain arrangements with third-party payers, sports celebrity endorsers and other service providers, all on terms favorable or acceptable to our company;
- implement the other numerous necessary portions of our growth and expansion strategy; and
- attain profitable operations.

There can be no assurance that we will be able to accomplish any of the above objectives.

Further, because of our small size and limited to no operating history, our company is particularly susceptible to adverse effects from changes in the law, economic conditions, consumer tastes, competition and other contingencies or events beyond our control. It may be more difficult for us to prepare for and respond to these types of risks than it would be for a company with an established business and operating cash flow. Due to changing circumstances or an inability to implement any portion of our growth and expansion strategy, we may be forced to change dramatically our planned operations.

We may fail completely to implement key elements of our growth and expansion strategy, which could adversely affect our operations and financial performance.

If we cannot implement one or more key elements of our growth and expansion strategy, including raising sufficient capital, hiring and retaining qualified staff, leasing and developing acceptable premises for our medical clinics, securing necessary service contracts on favorable or adequate terms, generating sufficient revenue and achieving numerous other objectives, our projected financial performance may be materially adversely affected. Even if all of the key elements of our growth and expansion strategy are successfully implemented, we may not achieve the favorable results, operations and financial performance that we anticipate.

We have a history of annual net losses which may continue and which may negatively impact our ability to compete and achieve our growth and expansion strategy.

IMAC Holdings has a history of annual net losses. For the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, we had losses of \$404,663 (unaudited) , \$57,181, and \$380,797, respectively. IMAC Group has a history of annual net losses. For the three months ended March 31, 2018 and the year ended December 31, 2017 , IMAC Group had unaudited pro forma net losses of \$1,287,293 and \$2,062,652 , respectively. Our growth and expansion strategy may be unsuccessful and no assurance can be given that we will ever have net income. Accordingly, our prospects must be considered in light of the competition, risks, expenses and difficulties frequently encountered by an emerging company. Our inability to effectively meet our competition could have an adverse effect on our prospects, operating results and financial condition.

We have a holding company ownership structure and will depend on distributions from our operating subsidiaries to meet our obligations. Contractual or legal restrictions applicable to our subsidiaries or controlled companies could limit payments or distributions from them.

We are a holding company and derive all of our operating income from, and hold substantially all of our assets through, our subsidiaries. The effect of this structure is that we will depend on the earnings of our subsidiaries, and the payment or other distributions to us of these earnings, to meet our obligations. Provisions of law, like those requiring that dividends be paid only out of surplus, and provisions of any future indebtedness, may limit the ability of our subsidiaries to make payments or other distributions to us. Our subsidiaries also control and manage the non-professional aspects of certain other professional service corporations under management services agreements, which could (although they do not currently) contain contractual restrictions on a professional service corporation's ability to pay service fees to us. The assets of these professional service corporations are not included in our consolidated balance sheets. Additionally, in the event of the liquidation, dissolution or winding up of any of our subsidiaries, creditors of that subsidiary (including trade creditors) will generally be entitled to payment from the assets of that subsidiary before those assets can be distributed to us.

We will incur substantial start-up expenses and do not expect to make a profit at any medical clinic until at least six months after opening each medical clinic.

We will incur substantial expenses to implement our growth and expansion strategy, including costs for leasing and developing the premises for each medical clinic, purchasing medical and office equipment, purchasing medical supplies and inventory, marketing and advertising, recruiting and hiring staff, and other expenses. We estimate that it will take at least \$700,000 to open each clinic, with an additional \$300,000 of operating capital and \$200,000 credit line needed to purchase equipment and fund operating losses during the first six months of operation. These start-up costs may increase if there are any delays, problems or other events not currently anticipated. Although we expect each medical clinic to become profitable approximately six months after opening based on our experience with opening the Ozzie Smith Centers in Chesterfield, Missouri in May 2016 and in St. Peters, Missouri in August 2017, and the IMAC Regeneration Center in Murray, Kentucky in February 2017, no guarantee can be made that any of the clinics or our company overall will operate profitably. The David Price Center in Brentwood, Tennessee, which opened in May 2017, initially experienced unforeseen delays in staffing, construction and marketing launch. If we do not reach profitability and recover our start-up expenses and other accumulated operating losses, investors will likely suffer a significant decline in the value of their investment.

We may be unable to obtain debt financing on acceptable terms, or at all, which could materially adversely affect our operations and ability to successfully implement our growth and expansion strategy.

Our growth and expansion strategy relies on obtaining sufficient debt financing, including one or more equipment lines to purchase medical and office equipment and one or more lines of credit for operating and related expenses. We may not be able to obtain debt financing on acceptable terms or in the amount anticipated by our growth and expansion strategy. If unable to secure the amount of debt financing anticipated by our growth and expansion strategy, we may be unable to implement one or more portions of our growth and expansion strategy. If we accept less favorable terms for our debt financing than anticipated, we may incur additional expenses and restrictions on operations and may be less liquid and less profitable than expected. Should either of these events occur, we could suffer material adverse effects to our ability to implement our growth and expansion strategy and operate successfully.

We plan to incur indebtedness to implement our growth and expansion strategy and, as a consequence, may be unprofitable and unsuccessful in achieving our financial and operating goals.

We plan to finance some of our start-up and operating costs through debt leveraging, including one or more equipment lines and one or more lines of credit. This debt could adversely affect our financial performance and ability to:

- implement our growth and expansion strategy;
- recoup start-up costs;
- operate profitably;
- maintain acceptable levels of liquidity;
- obtain additional financing in the future for working capital, capital expenditures, development and other general business purposes;
- obtain additional financing on favorable terms; and
- compete effectively or operate successfully under adverse economic conditions.

The development and operation of our medical clinics will require more capital than we will raise in this offering, and we may not be able to obtain additional capital on favorable or even acceptable terms. We may also have to incur additional debt, which may adversely affect our liquidity and operating performance.

Our ability to successfully grow our business and implement our growth and expansion strategy depends in large part on the availability of adequate capital to finance operations. We can give no assurance that the funds raised in this offering will provide sufficient capital to support the continued operations of our company. Changes in our growth and expansion strategy, lower than anticipated revenue for the medical clinics, unanticipated and/or uncontrollable events in the credit or equity markets, changes to our liquidity, increased expenses, and other events may cause us to seek additional debt or equity financing. Financing may not be available on favorable or acceptable terms, or at all, and our failure to raise capital could adversely affect our operations and financial condition.

Additional equity financing may result in a dilution of the pro rata ownership stake of the holders of shares sold in this offering. Further, we may be required to offer subsequent investors investment terms, such as preferred distributions and voting rights, that are superior to the rights of the holders of shares sold in this offering, which could have an adverse effect on the value of your investment.

Additional debt financing, if available, may involve significant cash payment obligations, covenants and financial ratios that restrict our ability to operate and grow our business, and would cause us to incur additional interest expense and financing costs. As a consequence, our operating performance may be materially adversely affected.

We will manage, but will not own, certain of the medical clinics or employ the medical service providers who will treat patients at the clinics.

Several of our medical clinics will be owned exclusively by a professional service corporation in order to comply with state laws regulating the ownership of medical practices. We will, in turn, through a contractual arrangement, provide long-term, exclusive management services to those professional service corporations and their medical professionals. All employees who provide direct medical services to patients will be employed by the professional service corporation. These management services agreements protect us from certain liability and provide a structured engagement to deliver non-medical, comprehensive management and administrative services to help the medical professionals operate the business. The management services agreements authorize us to act on behalf of the professional service corporation, but do not authorize the professional service corporations to act on our behalf or enter into contracts with third parties on our behalf. We will employ the non-medical provider staff for the clinics and provide comprehensive management and administrative services to help the professional service corporation operate the clinics. We may also loan money to the professional service corporation for certain payroll and development costs, although we have no obligation to do so. This arrangement makes our financial and operational success highly dependent on the professional service corporation. Under our management service agreements, we provide exclusive comprehensive management and related administrative services to the professional service corporation and receive management fees. Due to this financial and operational control by contract, our financial statements consolidate the financial results of the professional service corporations. However, we will have little, if any, tangible assets as to those operations. These characteristics increase the risk associated with an investment in our company.

We have no direct control over the medical care in any of our facilities. State medical boards govern the licensing and delivery of medical care within a state. For this reason, the medical practitioners are solely responsible for making medical decisions with their abilities and experience. We run the risk of being associated with a medical practitioner that performs poorly or does not comply with medical board legislation. When we are responsible for the recruitment or staffing of medical professionals, we may hire a professional that delivers care outside of medical protocols. Our inability to exercise control over the medical care and managed centers increases the risks associated with an investment in our company.

Potential conflicts of interest exist with respect to the management services agreement that we have entered into concerning our clinics in Kentucky, and it is possible our interests and the affiliated owners of those clinics may diverge.

Our medical clinics in Kentucky are held by a professional service corporation that is owned by Matthew C. Wallis, DC, our Chief Operating Officer, a director and co-founder of our company, and Jason Brame, DC, a co-founding member of our company, in order to comply with the state's laws regulating the ownership of medical practices. The professional service corporation directs the provision of medical services to patients and employs the physicians and registered nurses at the clinics, we do not. Rather, pursuant to the terms of a long-term, exclusive management services agreement, we employ the non-medical provider staff for the clinics and provide comprehensive management and administrative services to help the professional service corporation operate the clinics. We believe that the service fees and other terms of our management services agreement are standard in the outpatient healthcare practice area. Nonetheless, the management services agreement presents the possibility of a conflict of interest in the event that issues arise with regard to the respective medical and non-medical services being provided at the clinics, including quality of care issues of which we become aware and billing and collection matters that we handle on behalf of the physician practices, where our interests may diverge from those of Drs. Wallis and Bram acting on behalf of the professional service corporation. No such issues, however, have occurred during this arrangement.

The management services agreement provides that we will have the right to control the daily operations of the medical clinics subject, in the case of practicing medicine, to the direction of Drs. Wallis and Brame acting on behalf of the professional service corporation. Our interests with respect to such direction may be at odds with those of Drs. Wallis and Brame, requiring them to recuse themselves from our decisions relating to such matters, or even from further involvement with our company.

We comply with applicable state law with respect to transactions (including business opportunities and management services agreements) involving potential conflicts. Applicable state corporate law requires that all transactions involving our company and any director or executive officer (or other entities with which they are affiliated) are subject to full disclosure and approval of the majority of the disinterested independent members of our Board of Directors, approval of the majority of our stockholders or the determination that the contract or transaction is intrinsically fair to us. More particularly, our policy is to have any related party transactions (i.e., transactions involving a director, an officer or an affiliate of our company) be approved solely by a majority of the disinterested independent directors serving on the Board of Directors.

Upon completion of this offering, Drs. Wallis and Brame will beneficially own approximately ___% and ___% of our outstanding shares of common stock, respectively. They founded our original IMAC medical clinic in Paducah, Kentucky in August 2000 and, with Jeffrey S. Ervin, our Chief Executive Officer, founded our current company in February 2015. Dr. Wallis, working with Mr. Ervin, will be substantially responsible for selecting the business direction we take, the medical clinics we open in the future and the services we may provide. The management services agreement may present Drs. Wallis and Brame with conflicts of interest.

The loss of the services of Jeffrey S. Ervin or Matthew C. Wallis, DC for any reason would materially and adversely affect our business operations and prospects.

Our financial success is dependent to a significant degree upon the efforts of Jeffrey S. Ervin, our Chief Executive Officer, and Matthew C. Wallis, DC, our Chief Operating Officer. Mr. Ervin, who has unique knowledge regarding the roll-out of our IMAC Regeneration Centers, and Dr. Wallis, who has extensive business contacts, would be extremely difficult to replace. We have not entered into an employment arrangement with Mr. Ervin or Dr. Wallis, and there can be no assurance that Mr. Ervin or Dr. Wallis will continue to provide services to us. A voluntary or involuntary departure by either executive could have a materially adverse effect on our business operations if we were not able to attract a qualified replacement for him in a timely manner. We plan to obtain a \$1.0 million key-man life insurance policy for our benefit on the life of each of Mr. Ervin and Dr. Wallis.

We may fail to obtain the business licenses and any other licenses necessary to operate our medical clinics, or the necessary engineering, building, occupancy and other permits to develop the premises for the clinics, which would materially adversely affect our growth and expansion strategy.

If we cannot obtain approval for business licenses or any other licenses necessary to operate our medical clinics, it could materially adversely affect our growth and expansion strategy and could result in a failure to implement our growth and expansion strategy. Failure to obtain the necessary engineering, building, occupancy and other permits from applicable governmental authorities to develop the premises for our medical clinics could also materially adversely affect our growth and expansion strategy and could result in a failure to implement our growth and expansion strategy.

We may face strong competition from other providers in our primary service areas, and increased competition from new competitors, which may hinder our ability to obtain and retain customers.

We will be in competition with other more established companies using a variety of treatments for the conditions and ailments that our services are intended to treat, including traditional orthopedic surgeons, pain management clinics, hospital systems and outpatient surgery centers providing joint reconstruction and related surgeries. These companies may be better capitalized and have more established name recognition than us. We may face additional competition in the future if other providers enter our primary service areas. Competition from existing providers and providers that may begin competing with us in the future could materially adversely affect our operations and financial performance.

Further, the services provided by our company are relatively new and unique. We cannot be certain that our services will achieve or sustain market acceptance, or that a sufficient volume of patients in the Kentucky, Missouri and Tennessee areas will utilize our services. We will be in competition with alternative treatment methods, including those presently existing and those that may develop in the future. As such, our growth and expansion strategy carries many unknown factors that subject us and our investors to a high degree of uncertainty and risk.

We are competing in a dynamic market with risk of technological change.

The market for medical, physical therapy and chiropractic services is characterized by frequent technological developments and innovations, new product and service introductions, and evolving industry standards. The dynamic character of these products and services will require us to effectively use leading and new technologies, develop our expertise and reputation, enhance our current service offerings and continue to improve the effectiveness, feasibility and consistency of our services. There can be no assurance that we will be successful in responding quickly, cost-effectively and sufficiently to these and other such developments.

Our success will depend largely upon general economic conditions and consumer acceptance in our primary service areas.

Our current primary service areas are located in certain geographical areas in the states of Kentucky, Missouri and Tennessee. Our operations and profitability could be adversely affected by a local economic downturn, changes in local consumer acceptance of our approach to healthcare, and discretionary spending power, and other unforeseen or unexpected changes within those areas.

A decline in general economic conditions may adversely affect consumer behavior and spending, including the affordability of elective medical procedures, and as a result may adversely affect our revenue and operating results.

The country may experience an economic downturn or decline in general economic conditions. We are unable to predict the timing and severity of the next economic downturn. Any decline in general economic conditions may cause a decrease in consumer and commercial spending, especially spending on elective medical procedures, which could negatively impact our revenue and operating results.

We are required to comply with numerous government laws and regulations, which could change, increasing costs and adversely affecting our financial performance and operations.

Medical and chiropractic service providers are subject to extensive federal, state and local regulation, including but not limited to regulation by the U.S. Food and Drug Administration, Centers for Medicare & Medicaid Services (“CMS”), and other government entities. We are subject to regulation by these entities as well as a variety of other laws and regulations. Compliance with such laws and regulations could require substantial capital expenditures. Such regulations may be changed from time to time, or new regulations adopted, which could result in additional or unexpected costs of compliance.

Changes to national health insurance policy and third-party insurance carrier fee schedules for traditional medical treatments could decrease patient revenue and adversely affect our financial performance and operations.

Political, economic and regulatory influences are subjecting medical and chiropractic service providers, health insurance providers and other participants in the healthcare industry in the United States to potential fundamental changes. Potential changes to nationwide health insurance policy are currently being debated. We cannot predict what impact the adoption of any federal or state healthcare reform or private sector insurance reform may have on our business.

We receive payment for the services we render to patients from their private health insurance providers and from Medicare and Medicaid. If third-party payers change the expected fee schedule (the amount paid by such payers for services rendered by us), we could experience a loss of revenue, which could adversely affect financial performance.

At the present time, most private health insurance providers do not cover the regenerative medical treatments provided at our medical clinics. However, traditional physical medical treatments provided at our medical clinics, such as physical therapy, chiropractic services and medical evaluations, are covered by most health insurance providers. Medicare and Medicaid take the same position as private insurers and reimburse patients for traditional physical medical treatments but not for regenerative medical treatments. If private health insurance providers and Medicare and Medicaid were to begin covering regenerative medical treatments, the revenue we would receive on a per-treatment basis would likely decline given their tighter fee schedules. Further, such a change might result in increased competition as additional healthcare providers begin offering our customized services.

We could be adversely affected by changes relating to the IMAC Regeneration Center brand name.

We are a holding company in which our medical clinics are formed in separate subsidiaries. Our subsidiaries are currently operating in Kentucky, Missouri and Tennessee. As a consequence of this entity structure, any adverse change to the brand, reputation, financial performance or other aspects of the IMAC Regeneration Center brand at any one location could adversely affect the operations and financial performance of the entire company.

We will depend heavily on the efforts of our key personnel, as well as sports celebrity endorsers.

Our success depends, to a significant extent, upon the efforts and abilities of our officers and key employees, including medical and chiropractic doctors and other practitioners, and our sports celebrity endorsers. Loss or abatement of the services of any of these persons, or any adverse change to the sports celebrity endorsers, could have a material adverse effect on us and our business, operations and financial performance.

Our success also will depend on our ability to identify, attract, hire, train and motivate highly skilled managerial personnel, medical doctors, chiropractors, licensed physical therapists, and other practitioners. Failure to attract and retain key personnel could have a material adverse effect on our business, prospects, financial condition and results of operation. Further, the quality, philosophy and performance of key personnel could adversely affect our operations and performance.

We may incur losses that are not covered by insurance.

We maintain insurance policies against professional liability, general commercial liability and other potential losses of our company. However, we or our medical clinics may incur losses that are not covered by such insurance policies. Poor patient outcomes for healthcare providers may result in legal actions and/or settlements outside of the scope of our insurance coverage. Furthermore, we offer non-traditional medical treatments and intend to innovate new medical treatments with approval from government authorities, and it is possible that insurance policy underwriters will not provide coverage for such non-traditional or new treatments offered by us and our practitioners. If an uninsured loss or a loss in excess of insured limits occurs, our financial performance and operation could suffer material adverse effects.

We are susceptible to risks relating to investigation or audit by the Centers for Medicare & Medicaid Services ("CMS"), health insurance providers and the IRS.

We may be audited by CMS or any health insurance provider that pays us for services provided to patients. Any such audit may result in reclaimed payments, which would decrease our revenue and adversely affect our financial performance. Our federal tax returns may be audited by the IRS and our state tax returns may be audited by applicable state government authorities. Any such audit may result in the challenge and disallowance of some of our deductions or an increase in our taxable income. No assurance can be made with regard to the deductibility of certain tax items or the position taken by us on our tax returns. Further, an audit or any litigation resulting from an audit could unexpectedly increase our expenses and adversely affect financial performance and operations.

The Food and Drug Administration is actively pursuing bad actors in the regenerative medicine therapy industry, and we could be included in any broad investigation.

The U.S. Food and Drug Administration is actively pursuing bad actors in the regenerative medicine therapy industry. Since we provide regenerative medicine treatments, we may be subject to broad investigations from the FDA or state medical boards regarding the marketing and medical delivery of our treatments. In November 2017, we engaged a medical consulting group to advise us on current protocols in this area and to organize a clinical trial towards an investigational new drug application with the FDA, while pursuing a voluntary regenerative medicine advanced therapy (RMAT) designation under Section 3033 of the 21st Century Cures Act. If granted, we will pursue a trial utilizing autologous cellular structures to alleviate symptoms of debilitating neurological conditions and diseases. No assurance can be given that the FDA will find that our trial meets the criteria for RMAT designation. We believe that a RMAT designation may be helpful in differentiating our services.

Any significant disruption in our computer systems or those of third parties that we utilize in our operations could result in a loss or degradation of service and could adversely impact our business.

Our reputation and ability to attract, retain and serve our patients and users is dependent upon the reliable performance of our computer systems and those of third parties that we utilize in our operations. These systems may be subject to damage or interruption from earthquakes, adverse weather conditions, other natural disasters, terrorist attacks, power loss, telecommunications failures, computer viruses, computer denial of service attacks or other attempts to harm these systems. Interruptions in these systems, or to the internet in general, could make our service unavailable or impair our ability to deliver content to our customers. Service interruptions, errors in our software or the unavailability of computer systems used in our operations could diminish the overall attractiveness of our services to existing and potential patients.

Our servers and those of third parties we use in our operations are vulnerable to computer viruses, physical or electronic break-ins and similar disruptions and periodically experience directed attacks intended to lead to interruptions and delays in our service and operations as well as loss, misuse or theft of data. Any attempt by hackers to disrupt our service or otherwise access our systems, if successful, could harm our business, be expensive to remedy and damage our reputation. We have implemented certain systems and processes to thwart hackers and, to date, hackers have not had a material impact on our service or systems. However, this is no assurance that hackers may not be successful in the future. Efforts to prevent hackers from disrupting our service or otherwise accessing our systems are expensive to implement and may limit the functionality of or otherwise negatively impact our service offering and systems. Any significant disruption to our service or access to our systems could result in a loss of patients and adversely affect our business and results of operation.

We utilize our own communications and computer hardware systems located either in our facilities or in that of a third-party data center. In addition, we utilize third-party internet-based or “cloud” computing services in connection with our business operations. We also utilize third-party content delivery networks to help us stream content to our patients and other parties over the internet. Problems faced by us or our service providers, including technological or business-related disruptions, could adversely impact the experience of our audiences and users.

Our reputation and relationships with patients would be harmed if our patients’ data, particularly personally identifying data, were to be subject to a cyber-attack or otherwise accessed by unauthorized persons.

We maintain personal data regarding our patients, including their names and other information. With respect to personally identifying data, we rely on licensed encryption and authentication technology to secure such information. We also take measures to protect against unauthorized intrusion into our patients’ data. Despite these measures, we could experience, though we have not to date experienced, a cyber-attack or other unauthorized intrusion into our patients’ data. Our security measures could also be breached due to employee error, malfeasance, system errors or vulnerabilities, or otherwise. In the event our security measures are breached, or if our services are subject to attacks that impair or deny the ability of patients to access our services, current and potential patients may become unwilling to provide us the information necessary for them to become users of our services or may curtail or stop using our services. In addition, we could face legal claims for such a breach. The costs relating to any data breach could be material, and exceed the limits of the insurance we maintain against the risks of a data breach. For these reasons, should an unauthorized intrusion into our patients’ data occur, our business could be adversely affected. Changes to operating rules could increase our operating expenses and adversely affect our business and results of operations.

Our business is subject to reporting requirements that continue to evolve and change, which could continue to require significant compliance effort and resources.

Following this offering, we will be subject to certain rules and regulations of federal, state and financial market exchange entities charged with the protection of investors and the oversight of companies whose securities are publicly traded. These entities, including the Public Company Accounting Oversight Board (PCAOB), the SEC and The Nasdaq Capital Market, periodically issue new requirements and regulations and legislative bodies also review and revise applicable laws. As interpretation and implementation of these laws and rules and promulgation of new regulations continues, we will continue to be required to commit significant financial and managerial resources and incur additional expenses to address such laws, rules and regulations, which could in turn reduce our financial flexibility and create distractions for management. Any of these events, in combination or individually, could disrupt our business and adversely affect our business, financial condition, results of operations and cash flows.

Changes in accounting principles or guidance, or in their interpretations, could result in unfavorable accounting charges or effects, including changes to our previously filed consolidated financial statements, which could cause our stock price to decline.

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. These principles are subject to interpretation by the SEC and various bodies formed to interpret and create appropriate accounting principles and guidance. A change in these principles or guidance, or in their interpretations, may have a significant negative effect on our reported results and retrospectively affect previously reported results, which, in turn, could cause our stock price to decline.

We will incur increased costs as a result of being a public company and our management expects to devote substantial time to public company compliance programs.

As a public reporting company, we will incur significant legal, insurance, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, stock exchange listing requirements and other applicable securities rules and regulations impose various requirements on public companies. Our management and administrative staff will need to devote a substantial amount of time to compliance with these requirements. For example, in anticipation of becoming a public company, we will need to adopt additional internal controls and disclosure controls and procedures and bear all of the internal and external costs of preparing periodic and current public reports in compliance with our obligations under the securities laws. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment will result in increased general and administrative expenses and may divert management's time and attention away from product development activities. If for any reason our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

In connection with this offering, we intend to obtain directors' and officers' liability insurance coverage, which will increase our insurance cost. In the future, it may be more expensive for us to obtain directors' and officers' liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified executive officers and qualified members of our board of directors, particularly to serve on our audit committee and compensation committee.

In addition, in order to comply with the requirements of being a public company, we may need to undertake various actions, including implementing new internal controls and procedures and hiring new accounting or internal audit staff. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we file with the SEC is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that information required to be disclosed in reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is accumulated and communicated to our principal executive and financial officers. Any failure to develop or maintain effective controls could adversely affect the results of our periodic management evaluations. In the event that we are not able to demonstrate compliance with the Sarbanes-Oxley Act, that our internal control over financial reporting is perceived as inadequate, or that we are unable to produce timely or accurate consolidated financial statements, investors may lose confidence in our operating results and the price of our common stock could decline. In addition, if we are unable to continue to meet these requirements, we could be subject to sanctions or investigations by the stock exchange where we are listed, the SEC or other regulatory authorities, and we may not be able to remain listed on a national securities exchange.

We are not currently required to comply with the SEC's rules that implement Section 404 of the Sarbanes-Oxley Act, and are therefore not yet required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Upon becoming a public company, we will be required to comply with certain of these rules, which will require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of our internal control over financial reporting commencing with our second annual report. This assessment will need to include the disclosure of any material weaknesses in our internal control over financial reporting identified by our management or our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a costly and challenging process to document and evaluate our internal control over financial reporting. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of our internal control over financial reporting. We will also need to continue to improve our control processes as appropriate, validate through testing that our controls are functioning as documented and implement a continuous reporting and improvement process for our internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed timeframe or at all, that our internal control over financial reporting is effective as required by Section 404.

We are an "emerging growth company" and our election to delay adoption of new or revised accounting standards applicable to public companies may result in our consolidated financial statements not being comparable to those of some other public companies. As a result of this and other reduced disclosure requirements applicable to emerging growth companies, our securities may be less attractive to investors.

As a public reporting company with less than \$1.07 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" under the JOBS Act. An emerging growth company may take advantage of specified reduced reporting requirements that are otherwise generally applicable to public companies. In particular, as an emerging growth company, we:

- are not required to obtain an attestation and report from our auditors on our management's assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act;
- are not required to provide a detailed narrative disclosure discussing our compensation principles, objectives and elements and analyzing how those elements fit with our principles and objectives (commonly referred to as "compensation discussion and analysis");
- are not required to obtain a non-binding advisory vote from our stockholders on executive compensation or golden parachute arrangements (commonly referred to as the "say-on-pay," "say-on-frequency" and "say-on-golden-parachute" votes);

- are exempt from certain executive compensation disclosure provisions requiring a pay-for-performance graph and CEO pay ratio disclosure;
- may present only two years of audited financial statements and only two years of related Management’s Discussion & Analysis of Financial Condition and Results of Operations, or MD&A; and
- are eligible to claim longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act.

We intend to take advantage of all of these reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act. Our election to use the phase-in periods may make it difficult to compare our consolidated financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the phase-in periods under §107 of the JOBS Act.

Certain of these reduced reporting requirements and exemptions were already available to us due to the fact that we also qualify as a “smaller reporting company” under SEC rules. For instance, smaller reporting companies are not required to obtain an auditor attestation and report regarding management’s assessment of internal control over financial reporting, are not required to provide a compensation discussion and analysis, are not required to provide a pay-for-performance graph or CEO pay ratio disclosure, and may present only two years of audited financial statements and related MD&A disclosure.

Under the JOBS Act, we may take advantage of the above-described reduced reporting requirements and exemptions for up to five years after our initial sale of common equity pursuant to a registration statement declared effective under the Securities Act, or such earlier time that we no longer meet the definition of an emerging growth company. In this regard, the JOBS Act provides that we would cease to be an “emerging growth company” if we have more than \$1.07 billion in annual revenue, have more than \$700 million in market value of our common stock held by non-affiliates, or issue more than \$1.0 billion in principal amount of non-convertible debt over a three-year period. Under current SEC rules, however, we will continue to qualify as a “smaller reporting company” for so long as we have a public float (*i.e.*, the market value of common equity held by non-affiliates) of less than \$75 million as of the last business day of our most recently completed second fiscal quarter.

We cannot predict if investors will find our securities less attractive due to our reliance on these exemptions. If investors were to find our securities less attractive as a result of our election, we may have difficulty raising all of the proceeds we seek in this offering.

Risks Related to Ownership of Our Common Stock and this Offering

Our stock price may be volatile and your investment could decline in value.

The market price of our common stock following this offering may fluctuate substantially as a result of many factors, some of which are beyond our control. These fluctuations could cause you to lose all or part of the value of your investment in our common stock. Factors that could cause fluctuations in the market price of our common stock include the following:

- quarterly variations in our results of operations;
- results of operations that vary from the expectations of securities analysts and investors;
- results of operations that vary from those of our competitors;
- changes in expectations as to our future financial performance, including financial estimates by securities analysts;

- publication of research reports about us or the outpatient medical clinic business;
- announcements by us or our competitors of significant contracts, acquisitions or capital commitments;
- announcements by third parties of significant claims or proceedings against us;
- changes affecting the availability of financing in the outpatient medical services market;
- regulatory developments in the outpatient medical clinic business;
- significant future sales of our common stock, and additions or departures of key personnel;
- the realization of any of the other risk factors presented in this prospectus; and
- general economic, market and currency factors and conditions unrelated to our performance.

In addition, the stock market in general has experienced significant price and volume fluctuations that have often been unrelated or disproportionate to operating performance of individual companies. These broad market factors may seriously harm the market price of our common stock, regardless of our operating performance. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted. A class action suit against us could result in significant liabilities and, regardless of the outcome, could result in substantial costs and the diversion of our management's attention and resources.

Our common stock has no prior market and our stock price may decline after the offering.

Before this offering, there has been no public market for shares of our common stock. Although we have applied to have our common stock listed on The Nasdaq Capital Market, an active trading market for our common stock may not develop or, if it develops, may not be sustained after this offering. Our company and the underwriters will negotiate to determine the initial public offering price. The initial public offering price may be higher than the market price of our common stock after the offering and you may not be able to sell your shares of our common stock at or above the price you paid in the offering. As a result, you could lose all or part of your investment.

Investors purchasing common stock in this offering will experience immediate dilution.

The initial public offering price of shares of our common stock is higher than the pro forma as adjusted net tangible book value per outstanding share of our common stock. You will incur immediate dilution of \$[●] per share in the pro forma as adjusted net tangible book value of shares of our common stock, based on an assumed initial public offering price of \$[●] per share. To the extent outstanding options are ultimately exercised, there will be further dilution of the common stock sold in this offering.

Future sales, or the perception of future sales, of a substantial amount of our shares of common stock could depress the trading price of our common stock.

If we or our stockholders sell substantial amounts of our shares of common stock in the public market following this offering or if the market perceives that these sales could occur, the market price of shares of our common stock could decline. These sales may make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate, or to use equity as consideration for future acquisitions.

Immediately upon completion of this offering, based on the number of shares outstanding as of August 9, 2018, we will have 30,000,000 shares of common stock authorized and [●] shares of common stock outstanding. Of these shares, the [●] shares to be sold in this offering (assuming the underwriter does not exercise its option to purchase additional shares in this offering to cover over-allotments, if any) will be freely tradable. We, our executive officers and directors, and all of our stockholders have entered into agreements with the underwriter not to sell or otherwise dispose of shares of our common stock for a period of 180 days following completion of this offering, with certain exceptions. Immediately upon the expiration of this lock-up period, [●] shares will be freely tradable pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), by non-affiliates and another [●] shares will be eligible for resale pursuant to Rule 144 under the Securities Act, subject to the volume, manner of sale, holding period and other limitations of Rule 144.

In addition, following the completion of this offering, we intend to file a registration statement on Form S-8 registering the issuance of approximately 1,000,000 shares of common stock subject to stock options or other equity awards issued or reserved for future issuance under our 2018 Incentive Compensation Plan. Shares registered under the registration statement on Form S-8 will be available for sale in the public market subject to vesting arrangements and exercise of options, the lock-up agreements described above and the restrictions of Securities Act Rule 144 in the case of our affiliates.

If securities or industry analysts do not publish or cease publishing research or reports about us, our business or our market, or if they change their recommendations regarding our stock adversely, or if our actual results differ significantly from our guidance, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts may publish about us, our business, our market or our competitors. If any of the analysts who may cover us change their recommendation regarding our stock adversely, or provide more favorable relative recommendations about our competitors, our stock price would likely decline. If any analyst who may cover us were to cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

In addition, from time to time, we may release earnings guidance or other forward-looking statements in our earnings releases, earnings conference calls or otherwise regarding our future performance that represent our management's estimates as of the date of release. Some or all of the assumptions of any future guidance that we furnish may not materialize or may vary significantly from actual future results. Any failure to meet guidance or analysts' expectations could have a material adverse effect on the trading price or volume of our stock.

Anti-takeover provisions in our charter documents could discourage, delay or prevent a change in control of our company and may affect the trading price of our common stock.

Our corporate documents, to be effective upon completion of this offering, and the Delaware General Corporation Law contain provisions that may enable our board of directors to resist a change in control of our company even if a change in control were to be considered favorable by you and other stockholders. These provisions:

- authorize the issuance of "blank check" preferred stock that could be issued by our board of directors to help defend against a takeover attempt;
- establish advance notice requirements for nominating directors and proposing matters to be voted on by stockholders at stockholder meetings;
- provide that stockholders are only entitled to call a special meeting upon written request by 33¹/₃% of the outstanding common stock; and
- require supermajority stockholder voting to effect certain amendments to our certificate of incorporation and bylaws.

In addition, Delaware law prohibits large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or consolidating with us except under certain circumstances. These provisions and other provisions under Delaware law could discourage, delay or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing and cause us to take other corporate actions you desire.

We have 5,000,000 authorized unissued shares of preferred stock, and our board has the ability to designate the rights and preferences of this preferred stock without your vote.

Our certificate of incorporation authorizes our board of directors to issue “blank check” preferred stock and to fix the rights, preferences, privileges and restrictions, including voting rights, of these shares, without further stockholder approval. The rights of the holders of common stock will be subject to and may be adversely affected by the rights of holders of any preferred stock that may be issued in the future. As indicated in the preceding risk factor, the ability to issue preferred stock without stockholder approval could have the effect of making it more difficult for a third party to acquire a majority of the voting stock of our company thereby discouraging, delaying or preventing a change in control of our company. We currently have no outstanding shares of preferred stock, or plans to issue any such shares in the future.

Concentration of ownership of our common stock among our existing executive officers and directors may limit new investors from influencing significant corporate decisions.

Upon completion of this offering, our executive officers, directors and current beneficial owners of 5% or more of our common stock and their respective affiliates will, in aggregate, beneficially own approximately [●]% of our outstanding shares of common stock. These persons, acting together, would be able to influence all matters requiring stockholder approval, including the election and removal of directors and any merger or other significant corporate transactions. The interests of this group of stockholders may not coincide with our interests or the interests of other stockholders.

We do not expect to pay any dividends on our common stock for the foreseeable future.

We currently expect to retain all future earnings, if any, for future operation, expansion and debt repayment and have no current plans to pay any cash dividends to holders of our common stock for the foreseeable future. Any decision to declare and pay dividends in the future will be made at the discretion of our board of directors and will depend on, among other things, our operating results, financial condition, cash requirements, contractual restrictions and other factors that our board of directors may deem relevant. In addition, we must comply with the covenants in our credit agreements in order to be able to pay cash dividends, and our ability to pay dividends generally may be further limited by covenants of any existing and future outstanding indebtedness we or our subsidiaries incur. As a result, you may not receive any return on an investment in our common stock unless you sell our common stock for a price greater than that which you paid for it.

We may invest or spend the proceeds of this offering in ways with which you may not agree or in ways that may not yield a return.

Our management will have considerable discretion in the application of the net proceeds of this offering, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. The net proceeds may be invested with a view towards long-term benefits for our stockholders and this may not increase our operating results or market value. Until the net proceeds are used, they may be placed in investments that do not produce significant income or that may lose value.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. The forward-looking statements are contained principally in the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business,” but are also contained in this prospectus. In some cases, you can identify forward-looking statements by the words “may,” “might,” “will,” “could,” “would,” “should,” “expect,” “intend,” “plan,” “aim,” “objective,” “anticipate,” “believe,” “estimate,” “predict,” “project,” “potential,” “continue,” “ongoing,” “target,” “seek” or the negative of these terms, or other comparable terminology intended to identify statements about the future. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our dependence upon external sources for the financing of our operations;
- our ability to effectively execute our growth and expansion strategy;
- changes in the outpatient medical services market;
- our limited operating history;
- the valuation of assets reflected in our consolidated financial statements;
- our reliance on continued access to financing;
- our reliance on information provided and obtained by third parties;
- federal, state, and local regulatory matters;

- additional expenses, not reflected in our operating history, related to being a public reporting company;
- competition, not only in the outpatient medical clinic market, but also for traditional hospital and medical treatment generally; and
- covenants contained in our master services agreements.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus.

These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this prospectus, we caution you that these statements are based on a combination of facts and factors currently known by us and our expectations of the future, about which we cannot be certain.

You should refer to the “Risk Factors” section of this prospectus for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. As a result, of these factors, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by federal securities law.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

CORPORATE CONVERSION

Prior to May 31, 2018, we operated as a Kentucky limited liability company under the name IMAC Holdings, LLC. Effective May 31, 2018, we converted into a Delaware corporation pursuant to a statutory merger and changed our name to IMAC Holdings, Inc. In order to consummate the Corporate Conversion, a certificate of merger was filed with the Secretary of State of the State of Delaware and with the Secretary of State of the State of Kentucky. Holders of membership interests in IMAC Holdings, LLC received, on a proportional basis, an aggregate of [●] shares of common stock of IMAC Holdings, Inc.

Following the Corporate Conversion, IMAC Holdings, Inc. continues to hold all property and assets of IMAC Holdings, LLC and all of the debts and obligations of IMAC Holdings, LLC. We are now governed by a certificate of incorporation filed with the Secretary of State of the State of Delaware and bylaws, the material portions of which are described in the section of this prospectus entitled “Description of Capital Stock.” On the effective date of the Corporate Conversion, the officers of IMAC Holdings, LLC became the officers of IMAC Holdings, Inc. As a result of the Corporate Conversion, we are now a federal corporate taxpayer as opposed to a pass-through entity for tax purposes.

The purpose of the Corporate Conversion was to reorganize our corporate structure so that the top-tier entity in our corporate structure, the entity that is offering shares of common stock to the public in this offering, is a corporation rather than a limited liability company and so that our existing owners own shares of our common stock rather than membership interests in a limited liability company.

Except as otherwise noted herein, the consolidated financial statements included in this prospectus are those of IMAC Holdings, LLC and its consolidated subsidiaries.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of our common stock in this offering will be approximately \$ [●] (or approximately \$[●] if the underwriter exercises its option in full to purchase additional shares of our common stock), based upon an assumed initial public offering price of \$[●] per share after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

We intend to use the net proceeds approximately as follows:

Application of Net Proceeds	Approximate Dollar Amount	Approximate Percentage of Net Proceeds
Paying the cash portion of the purchase price for the Transactions	\$	%
Financing the costs of leasing and developing new clinic locations	\$	%
Repaying an interim note used for working capital	\$	%
Spending on advertising and marketing to promote our clinics	\$	%
Working capital and general corporate purposes	\$	%
Total	\$	100.00%

Of the net proceeds, approximately \$ [●] will be used to pay the cash portion of the purchase price for the Transactions .

Pursuant to the merger agreement with Clinic Management Associates, LLC, we agreed to pay the sum of \$4,598,576 to its former owners in a combination of cash and shares of common stock upon the closing of this offering. As of the date of this prospectus, we have not determined the exact amount of cash proceeds from this offering to be applied to the transaction purchase price because we are currently in negotiations with such sellers, some of whom are related parties, involving, among other issues, our desire to retain an increased cash position to provide us with the ability to more effectively compete in our existing markets and in regard to future acquisition bid proposals where net cash is often required in order to succeed.

We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Center of St. Louis, LLC to acquire the remaining 64% of the outstanding units of the limited liability company membership interests we did not already own . Pursuant to the terms of the Unit Purchase Agreement, we agreed to pay IMAC Regeneration Center of St. Louis, LLC's former owners upon the closing of this offering an amount of cash and shares of common stock in the aggregate amount of \$1,490,632. As of the date of this prospectus, we have not determined the exact amount of cash proceeds from this offering to be applied to the transaction purchase price because we are currently in negotiations with such sellers, some of whom are related parties, involving, among other issues, our desire to retain an increased cash position to provide us with the ability to more effectively compete in our existing markets and in regard to future acquisition bid proposals where net cash is often required in order to succeed.

We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Management of Nashville, LLC to acquire the remaining 24% of the outstanding units of the limited liability company membership interests we did not already own for an amount equal to \$120,000 in cash and \$180,000 principal amount of 4% convertible notes (on the same terms as in our 2018 private placement).

The net proceeds will also be utilized to finance the costs for leasing and developing the premises for each medical clinic, purchasing medical and office equipment, purchasing medical supplies and inventory, spending on advertising and marketing, as well as recruiting and hiring staff, and other expenses. We estimate that it will take at least \$700,000 to open each new clinic, with an additional \$300,000 of operating capital and \$200,000 credit line needed to purchase equipment and fund operating losses during the first six months of operation. These start-up costs may increase if there are any delays, problems or other events not currently anticipated. Although we expect each medical clinic to become profitable approximately six months after opening based on our experience with opening the Ozzie Smith Centers in Chesterfield, Missouri in May 2016 and in St. Peters, Missouri in August 2017, and with the IMAC Regeneration Center in Murray, Kentucky in February 2017, no guarantee can be made that any of the clinics or our company overall will operate profitably. For example, the David Price Center in Brentwood, Tennessee, which opened in May 2017, initially experienced unforeseen delays in staffing, construction and marketing launch.

On May 31, 2018, we entered into a note payable to The Edward S. Bredniak Trust in the amount of up to \$2,000,000. An existing note payable with this entity in the amount of \$379,675.60 will be combined into the new note payable. The note carries an interest rate of 10% per annum and all outstanding balances are due and payable at the closing of this offering. The proceeds of this note are being used to satisfy ongoing working capital needs, expenses related to the preparation and execution of this offering, equipment and construction costs related to new clinic locations, and potential business combination and transaction expenses.

Funds for working capital and general corporate purposes include amounts required to pay officers' salaries, consulting fees, professional fees, ongoing public reporting costs, computer equipment costs, data streaming transmission costs, office-related expenses and other corporate expenses.

We believe that, with the net proceeds of this offering, our current cash and our available lines of credit, we will have sufficient cash reserves available to cover expenses for at least 12 months following the closing of this offering. Given the volatility in U.S. equity markets and our normal working capital fluctuations, and depending on the actual level of net proceeds raised in this offering, we may seek to raise additional capital following this offering to supplement our operating cash flows to the extent we can do so on competitive market terms. In such event, an equity financing may dilute the ownership interests of our stockholders and investors in this offering. In all events, there can be no assurance that additional financing would be available to us when desired or needed and, if available, on terms acceptable to us.

The expected use of net proceeds from this offering represents our intention based upon our present plans and business conditions. We cannot predict with certainty all of the particular uses for the proceeds of this offering or the amounts that we will actually spend on the uses set forth above. Accordingly, our management will have significant flexibility in applying the net proceeds of this offering. The timing and amount of our actual expenditures will be based on many factors, including cash flows from operations and the anticipated growth of our business. Pending their use, we intend to invest the net proceeds of this offering in a variety of capital-preservation investments, including short- and intermediate-term, interest-bearing, investment-grade securities.

DIVIDEND POLICY

Our board of directors will determine our future dividend policy based on our result of operations, financial condition, capital requirements and other circumstances. We have not previously declared or paid any cash dividends on our common stock. We anticipate that we will retain earnings to support operations and finance the growth of our business, as described in this prospectus. Accordingly, it is not anticipated that any cash dividends will be paid on our common stock in the foreseeable future. Previously, as a limited liability company, we made periodic minimal distributions to our members, primarily to cover the members' tax obligations.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2018:

- on an actual basis without any adjustments to reflect subsequent or anticipated events;
- on a pro forma basis, giving effect to the Corporate Conversion; and
- on a pro forma, as adjusted basis reflecting (a) the receipt by us of the net proceeds from the sale of [●] shares of common stock in this offering at an assumed initial public offering price of \$[●] per share, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us and excluding the exercise of the over-allotment option held by the underwriter with respect to this offering, and (b) the automatic conversion of our convertible promissory notes in the principal amount of \$1,730,000 issued in the first five months of 2018 into [●] shares of our common stock upon the closing of this offering, and the issuance of [●] shares of our common stock under the terms of a unit purchase agreement in connection with our acquisition of IMAC of St. Louis, LLC and [●] shares of common stock under the terms of a merger agreement in connection with our acquisition of Clinic Management Associates, LLC, as if each had occurred on March 31, 2018.

The following information is illustrative only of our cash and cash equivalents and capitalization following the completion of this offering and will change based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with “Corporate Conversion,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and the related footnotes notes appearing in this prospectus.

	As of March 31, 2018	
	IMAC Holdings Actual (unaudited)	IMAC Group Pro Forma, As Adjusted
Cash and cash equivalents	\$ 550,509	\$
Debt, current portion	\$ 2,421,482	\$
Long-term debt, net of current portion	\$ 434,512	\$
Equity	\$ (257,772)	\$
Membership interest units, [365] units issued and outstanding, actual; 365 units issued and outstanding, pro forma and pro forma as adjusted		
Common stock, \$0.001 par value, 30,000,000 shares authorized, ___ shares issued and outstanding, actual; 30,000,000 shares authorized, pro forma and pro forma as adjusted; [●] shares issued and outstanding, pro forma; [●] shares issued and outstanding, pro forma as adjusted		
Additional paid-in capital		
Retained earnings		
Total stockholders’ equity	\$ (257,772)	\$
Total capitalization		

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share and the pro forma, as adjusted net tangible book value per share of our common stock immediately after this offering. Net tangible book value per share is determined by dividing our total tangible assets less total liabilities by the number of outstanding shares of common stock.

As of March 31, 2018, we had a net tangible book value of \$(257,772) (unaudited) or \$[●] per share of common stock. Our pro forma net tangible book value per share represents the amount of our total tangible assets reduced by the amount of our total liabilities and divided by the total number of shares of our common stock outstanding as of March 31, 2018, after giving effect to the Corporate Conversion.

Investors participating in this offering will incur immediate and substantial dilution. After giving effect to (a) the issuance and sale of [●] shares of our common stock in this offering at an assumed initial public offering price of \$[●] per share, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and (b) the automatic conversion of our convertible promissory notes in the principal amount of \$1,730,000 issued in the first five months of 2018 into [270,313] shares of our common stock, upon the closing of this offering, and the issuance of [●] shares of our common stock under the terms of a unit purchase agreement in connection with our acquisition of IMAC of St. Louis, LLC and [●] shares of common stock under the terms of a merger agreement in connection with our acquisition of Clinic Management Associates, LLC, our as adjusted net tangible book value as of March 31, 2018, would have been approximately \$[●], or \$[●] per share of common stock. This represents an immediate decrease in the pro forma net tangible book value of \$[●] per share to existing stockholders and an immediate accretion of \$[●] per share to investors purchasing shares of our common stock in this offering. The following table illustrates this per share dilution on a per share basis:

	Amount
Assumed initial public offering price	
Pro forma net tangible book value (deficit) before offering	
Increase (Decrease) in pro form net tangible book value attributable to new investors	
Pro forma as adjusted net tangible book value after offering	
Dilution (Accretive) in pro form net tangible book value to new investors	

If the underwriter exercises its over-allotment option in full to purchase [●] additional shares of common stock from us in this offering to cover over-allotments, if any, the pro forma as adjusted net tangible book value per share after the offering would be \$[●] per share, the increase in the pro forma net tangible book value per share to existing stockholders would be \$[●] per share and the dilution per share to new investors purchasing common stock in this offering would be \$[●] per share.

The following table illustrates, on a pro forma as adjusted basis as of March 31, 2018, after giving effect to the Corporate Conversion, the differences between the number of shares of common stock purchased from us, the total consideration paid, and the average price per share paid by existing stockholders and new investors purchasing shares of our common stock in this offering based on an assumed initial public offering price of \$[●] per share, and before deducting underwriting discounts and commissions and estimated offering expenses.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%		%	
New investors		%	15,000,000	%	\$
Total		100.0%		100.0%	

The number of shares of common stock shown above to be outstanding after this offering is based on [●] shares of our common stock outstanding as of March 31, 2018, assuming the sale of [●] shares of our common stock offered for sale in this offering and the automatic conversion of our convertible promissory notes in the principal amount of \$1,730,000 issued in the first five months of 2018 into [●] shares of our common stock and the issuance of [●] shares of our common stock under the terms of a unit purchase agreement in connection with our acquisition of IMAC of St. Louis, LLC and [●] shares of common stock under the terms of a our merger agreement in connection with our acquisition of Clinic Management Associates, LLC, and excludes 1,000,000 shares of our common stock reserved for future issuance under our 2018 Incentive Compensation Plan.

In addition, if the underwriter exercises its over-allotment option to purchase additional shares in full, the number of shares held by new investors would increase to [●], or [●]% of the total number of shares of our common stock outstanding after this offering.

To the extent that new stock options are issued under our 2018 Incentive Compensation Plan or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. In addition, we may choose to raise additional capital because of market conditions or strategic considerations, even if we believe that we have sufficient funds for our current or future operating plans. If we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the consolidated financial statements and accompanying notes of IMAC Holdings Inc. as well as the Pro Forma Financial Statements of IMAC Group and the information contained in other sections of this prospectus, particularly under the headings "Risk Factors" and "Business." It contains forward-looking statements that involve risks and uncertainties, and is based on the beliefs of our management, as well as assumptions made by, and information currently available to, our management. Our actual results could differ materially from those anticipated by our management in these forward-looking statements as a result of various factors, including those discussed below and in this prospectus, particularly under the heading "Risk Factors."

Information contained in this Management's Discussion and Analysis of Financial Condition and Results of Operations gives a financial perspective of IMAC Holdings Inc. and retrospective effect to the consummation of business transactions involving companies owning or managing IMAC Regeneration Centers and the related issuance of shares of common stock and/or cash payments in such transactions, each of which were completed in June 2018, the company herein referred to as "IMAC Group." Management has used best efforts to clearly document the entities in correlation to the information presented below. References in this Management's Discussion and Analysis of Financial Condition and Results of Operations to "we," "us," "our," "our company," "our business" and "IMAC Holdings" are to IMAC Holdings, Inc., a Delaware corporation and prior to the Corporate Conversion discussed in this prospectus, IMAC Holdings, LLC, a Kentucky limited liability company, and in each case, their consolidated subsidiaries. IMAC Holdings includes the financial condition and results of operations of IMAC of Tennessee. The business transactions referenced above are Integrated Medicine and Chiropractic Regeneration Center PSC and IMAC of St. Louis, LLC. A third acquisition relates to the buy-out of the minority ownership of other parties of IMAC Regeneration Management of Nashville, LLC.

Overview

We are a provider of a continuum of non-surgical orthopedic therapies through our regenerative and rehabilitative medical treatments to improve the physical health of our patients at our fast-growing chain of IMAC Regeneration Centers which we own or manage. Our outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. Our licensed healthcare professionals evaluate each patient and provide a custom treatment plan that integrates traditional medical procedures and innovative regenerative medicine procedures in combination with physical medicine. We do not use or offer opioid-based prescriptions as part of our treatment options in order to help our patients avoid the dangers of opioid abuse and addiction. The original IMAC Regeneration Center opened in Kentucky in August 2000 and remains the flagship location of our current business, which was formally organized in March 2015. Since then, we have opened six new outpatient medical clinics in Kentucky, Missouri and Tennessee, and plan with the net proceeds of this offering to further expand the reach of our facilities to other strategic locations throughout the United States. We have partnered with several active and former professional athletes, opening two Ozzie Smith IMAC Regeneration Centers and two David Price IMAC Regeneration Centers, and recently opened a Tony Delk IMAC Regeneration Center in July 2018. Our outpatient medical clinics emphasize our focus around treating sports and orthopedic injuries.

Revenue Model

IMAC Holdings, LLC recorded consolidated patient billings of \$532,872 (unaudited) and \$1,378,313 and realized total net patient revenues, less allowances for contractual adjustments with third-party payers, of \$234,253 (unaudited) and \$654,625 for the three months ended March 31, 2018 and the year ended December 31, 2017, respectively, and had no revenues in 2016. No revenues were recorded in 2016 because IMAC Holdings did not own any clinics in its name in 2016 and the clinics with which it had entered into management services agreements in 2016 did not open until early 2017. IMAC Holdings' net loss for the three months ended March 31, 2018 and year ended December 31, 2017 were \$665,865 and \$916,532, respectively.

Integrated Medicine and Chiropractic Regeneration Center PSC recorded patient billings of \$2,825,256 (unaudited), \$13,258,419 and \$14,990,042 and realized total net patient revenues of \$980,209 (unaudited), \$4,960,132 and \$3,311,884 for the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, respectively. IMAC of St. Louis, LLC recorded patient billings of \$1,726,631 (unaudited), \$8,073,943 and \$3,171,811 and realized total net patient revenues of \$531,970 (unaudited), \$2,709,928 and \$913,654 for the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, respectively. Integrated Medicine and Chiropractic Regeneration Center PSC's net income/(loss) for the three months ended March 31, 2018 and year ended December 31, 2017 were \$(117,170) and \$444,177, respectively. On a pro forma basis to reflect the Integrated Medicine and Chiropractic Regeneration Center PSC and IMAC of St. Louis, LLC transactions, which occurred in June 2018, but as if they each occurred on January 1, 2017, the patient billings of IMAC Group were \$5,084,759 and \$22,710,675 and total net patient revenues were \$1,746,432 and \$8,324,685 for the three months ended March 31, 2018 and the year ended December 31, 2017, respectively. Integrated Medicine and Chiropractic Regeneration Center PSC's pro forma net income/(loss) for the three months ended March 31, 2018 and the year ended December 31, 2017 was \$(2,062,652) and \$(1,287,293), respectively.

Our revenue model is diversified between medical treatments and physiological treatments. Our medical treatments are further segmented into traditional medical and regenerative medicine practices. For the last two full fiscal years and the first quarter of this year, traditional medical treatments comprised approximately 33% of total net patient revenues of IMAC Group, while regenerative medicine accounted for approximately 31% of IMAC Group total net patient revenues. Physiological treatments generated the remainder of our total net patient revenues as physical therapy amounted to 31% and chiropractic care at 5% of such revenues. We are an in-network provider for traditional physical medical treatments, such as physical therapy, chiropractic services and medical evaluations, with most private health insurance carriers. Regenerative medical treatments are typically not covered by insurance, but paid by the patient. Approximately 26% of IMAC Group total net patient revenues are attributable to insurance payments, 23% to CMS payments and 51% to cash payments from patients. For more information on our revenue recognition policies, see “Critical Accounting Policies and Estimates - Revenue Recognition.”

Corporate Conversion

Through May 31, 2018, we were a Kentucky limited liability company named IMAC Holdings, LLC. Effective June 1, 2018, we converted into a Delaware corporation pursuant to a statutory merger, or the Corporate Conversion, and changed our name to IMAC Holdings, Inc. All of our outstanding membership interests were exchanged on a proportional basis into shares of common stock of IMAC Holdings, Inc. For more information, see “Corporate Conversion.”

Following the Corporate Conversion, IMAC Holdings, Inc. continues to hold all of the property and assets of IMAC Holdings, LLC and all of the debts and obligations of IMAC Holdings, LLC continue as the debts and obligations of IMAC Holdings, Inc. The purpose of the Corporate Conversion was to reorganize our corporate structure so that the top tier entity in our corporate structure, the entity that is offering common stock to the public in this offering, is a corporation rather than a limited liability company and so that our existing owners own shares of our common stock rather than membership interests in a limited liability company. Except as otherwise noted herein, the consolidated financial statements included in this prospectus are those of IMAC Holdings, LLC and its consolidated subsidiaries.

Business Transactions

IMAC Management Services, LLC (formerly Clinic Management Associates, LLC) holds a long-term Management Services Agreement with Integrated Medicine and Chiropractic Regeneration Center PSC, a professional service corporation controlled by our co-founders Matthew C. Wallis, DC, and Jason Brame, DC, which operates two IMAC Regeneration Centers in Kentucky. On June 29, 2018, Clinic Management Associates, LLC, controlled by Drs. Wallis and Brame, merged with and into our subsidiary IMAC Management Services, LLC. IMAC Management Services, LLC provides exclusive comprehensive management and related administrative services to the IMAC Regeneration Centers under the Management Services Agreement. Pursuant to the merger agreement with Clinic Management Associates, LLC, we agreed to pay the sum of \$4,598,576 to its former owners in a combination of cash and shares of common stock upon the closing of this offering. We have not determined the breakdown of the consideration at this time. Dr. Wallis is an executive officer and greater than 5% beneficial owner in our company and will receive 75% of the sale price of Clinic Management Associates, LLC. Dr. Brame is a greater than 5% beneficial owner in our company and will receive 25% of the sale price of Clinic Management Associates, LLC. Under the Management Services Agreement, we will receive service fees based on the cost of the services we provide, plus a specified markup percentage, and a discretionary annual bonus. The Management Services Agreement is exclusive, extends through June 2048 and does not provide for renewal.

We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Center of St. Louis, LLC to acquire the remaining 64% of the outstanding units of the limited liability company membership interests we did not already own. This entity, doing business as the Ozzie Smith Center, operates two locations in Missouri. Pursuant to the terms of the Unit Purchase Agreement, we agreed to pay IMAC Regeneration Center of St. Louis, LLC’s former owners upon the closing of this offering an amount of cash and shares of common stock in the aggregate amount of \$1,490,632. We have not determined the breakdown of the consideration at this time. The effective date of the transaction was June 1, 2018. Dr. Wallis is an executive officer and greater than 5% beneficial owner in our company and will receive cash and stock compensation of \$372,658 of the sale price.

We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Management of Nashville, LLC to acquire the remaining 24% of the outstanding units of the limited liability company membership interests we did not already own for an amount equal to \$120,000 in cash and \$180,000 principal amount of 4% convertible notes (on the same terms as in our 2018 private placement). The effective date of this transaction was June 1, 2018. IMAC Regeneration Management of Nashville, LLC, now our 100%-owned subsidiary, and IMAC Regeneration Center of Nashville, P.C. previously agreed to a long-term, exclusive management services agreement on November 1, 2016. Mr. Ervin is an executive officer and greater than 5% beneficial owner in our company and will receive \$50,000 of the sale price.

We are compensated under each of our management services agreements through service fees based on the cost of the services provided, plus a specified markup percentage, and a discretionary annual bonus determined in the sole discretion of each professional service corporation. Under our management services agreements, all obligations owed to us by the professional service corporations are secured by all accounts receivable, contract rights, revenues and general intangibles of the applicable professional service corporation. The management services agreements may be terminated by mutual agreement of the parties, by a non-breaching party after 30 days following an uncured breach by the other party, upon a bankruptcy of either party or by us upon 90 days' prior written notice to the other party.

Integrated Medicine and Chiropractic Regeneration Center, PSC, IMAC Management Services, LLC, IMAC Regeneration Center of St. Louis, LLC and IMAC Regeneration Management of Nashville, LLC are related companies having common ownership with us and our controlling stockholders and have been operating together with us as a single group since 2015. We intend to make additional acquisitions following this offering and, in the ordinary course of business, we frequently engage in discussions with potential acquisition candidates and/or their representatives. We currently have no commitments or agreements for any acquisitions.

Matters that May or Are Currently Affecting Our Business

We believe that the growth of our business and our future success depend on various opportunities, challenges, trends and other factors, including the following:

- Our ability to identify, contract with, install equipment and operate a large number of outpatient medical clinics and attract new patients to them;
- Our need to hire additional healthcare professionals in order to operate the large number of clinics we intend to open;
- Our ability to enhance revenue at each facility on an ongoing basis through additional patient volume and new services;
- Our ability to obtain additional financing for the projected costs associated with the acquisition, management and development of new clinics, and the personnel involved, if and when needed;
- Our ability to attract competent, skilled medical and sales personnel for our operations at acceptable prices to manage our overhead; and
- Our ability to control our operating expenses as we expand our organization into neighboring states.

Critical Accounting Policies and Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the consolidated financial statements are prepared. On an ongoing basis, we evaluate our estimates, including those related to insurance adjustments and provisions for doubtful accounts. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

We believe that, of the significant accounting policies discussed in our Notes to the Consolidated Financial Statements, the following accounting policies require our most difficult, subjective or complex judgments in the preparation of our financial statements.

Revenue Recognition

Our patient service revenue is derived from non-surgical procedures performed at our outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third-party payer, including Medicare. We recognize patient service revenue, net of contractual allowances, which we estimate based on the historical trend of our cash collections and contractual write-offs.

Other management service fees are derived from management services where we provide billings and collections support to the clinics and where management services are provided based on state specific regulations known as the corporate practice of medicine (“CPM”). Under the CPM, a business corporation is precluded from practicing medicine or employing a physician to provide professional medical services. In these circumstances, we provide all administrative support to the physician-owned PC through an LLC. The PC is consolidated due to control by contract (an “SMA” or Service Management Agreement). The fees we derive from these management arrangements are either based on a predetermined percentage of the revenue of each clinic or a percentage mark-up on the costs of the LLC. We recognize other management service revenue in the period in which services are rendered. These revenues are earned by IMAC Management Services, LLC and are eliminated in consolidation.

Patient Deposits

Patient deposits are derived from patient payments in advance of services delivered. Our service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, we typically require up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, we are paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Accounts Receivable

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. Our ability to collect outstanding receivables is critical to our results of operations and cash flows. Accordingly, accounts receivable reported in our consolidated financial statements is recorded at the net amount expected to be received. Our primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in our receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies’ denial of claims, (iii) the risk that patients will fail to remit insurance payments to us when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity constraints that may prevent us from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay us for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance), and (vi) the risk of non-payment from uninsured patients.

Our accounts receivables from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of our facilities’ cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, we expect that any such changes would be minimal and, therefore, would not have a material effect on our financial condition or results of operations. Our collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage our patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. We analyze accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Income Taxes

IMAC Holdings, IMAC Management, IMAC Texas, and IMAC Nashville are limited liability companies and are taxed as partnerships. As a result, income tax liabilities are passed through to the individual members. Accordingly, no provision for income taxes is reflected in the consolidated financial statements.

Results of Operations

We own our medical clinics directly or have entered into long-term management services agreements to operate and control these medical clinics by contract. The managed clinics are owned exclusively by a professional service corporation under common control with us or eligible members of our company in order to comply with state laws regulating the ownership of medical practices. We are compensated under management services agreements through service fees based on the cost of the services provided, plus a specified markup percentage, and a discretionary annual bonus determined in the sole discretion of each professional service corporation.

Year ended December 31, 2017 Compared to Year ended December 31, 2016

The following table sets forth a summary of IMAC Holdings, LLC's statements of operations for the years ended December 31, 2017 and 2016, and the changes between those periods:

IMAC Holdings, LLC
Consolidated Statements of Operations
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>	<u>Change</u>
Patient revenues	\$ 1,378,313	\$ -	\$ 1,378,313
Contractual adjustments	(723,688)	-	(723,688)
Total patient revenue, net	654,625	-	654,625
Management fees	131,400	15,000	116,400
Total revenue	786,025	15,000	771,025
Operating expenses:			
Patient expenses	63,216	4,266	58,950
Salaries and benefits	967,627	33,589	934,037
Share-based compensation: consulting fees	18,747	150,000	(131,253)
Advertising and marketing	119,867	25,000	94,867
General and administrative	465,740	21,192	444,548
Depreciation	65,895	-	65,895
Total operating expenses	1,701,092	234,047	1,467,045
Operating loss	(915,067)	(219,047)	(696,020)
Other income (expense):			
Interest income	14,821	4	14,816
Loss on disposal of assets	(2,744)	-	(2,744)
Interest expense	(27,151)	-	(27,151)
Total other income (expenses)	(15,074)	4	(15,079)
Loss before equity in earnings(loss) of non-consolidated affiliates	(930,141)	(219,043)	(711,099)
Equity in earnings (loss) of non-consolidated affiliate	13,609	(178,397)	192,006
Net Loss	(916,532)	(397,440)	(519,093)
Net loss attributable to the noncontrolling interest	859,351	16,643	842,708
Net loss attributable to IMAC Holdings, LLC members	\$ (57,181)	\$ (380,797)	\$ 323,615

Three Months ended March 31, 2018 Compared to Three Months ended March 31, 2017

The following table sets forth a summary of IMAC Holdings, LLC's statements of operations for the three months ended March 31, 2018 and 2017, and the changes between those periods:

IMAC Holdings, LLC
Unaudited Condensed Consolidated Statements of Income and Members' Equity
For the Three Months Ended March 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>	<u>Change</u>
	(unaudited)	(unaudited)	
Patient revenues	\$ 532,872	\$ -	\$ 532,872
Contractual adjustments	(298,619)	-	(298,619)
Total patient revenue, net	<u>234,253</u>	<u>-</u>	<u>234,253</u>
Management fees	<u>33,600</u>	<u>30,600</u>	<u>3,000</u>
Total Revenue	<u>267,853</u>	<u>30,600</u>	<u>237,253</u>
Operating expenses:			
Patient expenses	37,134	9,800	27,334
Salaries and related expenses	446,796	161,908	284,887
Share-based compensation: consulting fees	3,749	-	3,749
Advertising and marketing	93,178	11,759	81,418
General and administrative	239,692	13,895	225,797
Depreciation	31,268	1,274	29,994
Total operating expenses	<u>851,817</u>	<u>198,637</u>	<u>653,180</u>
Operating loss	(583,964)	(168,037)	(415,927)
Other income (expenses):			
Interest income	3,312	3,948	(636)
Interest expense	(23,552)	(4,140)	(19,412)
Total other income (expenses)	<u>(20,240)</u>	<u>(191)</u>	<u>(20,048)</u>
Loss before equity in earnings(loss) of non-consolidated affiliates	(604,203)	(168,228)	(435,975)
Equity in earnings (loss) of non-consolidated affiliate	(85,651)	9,587	(95,238)
Net loss	(689,854)	(158,641)	(531,213)
Net loss attributable to the non-controlling interest	<u>285,191</u>	<u>250,389</u>	<u>34,802</u>
Net loss attributable to the IMAC Holdings LLC members	<u>(404,663)</u>	<u>91,748</u>	<u>(496,411)</u>

IMAC Holdings, LLC
Condensed Consolidated Statements of Operations
For the 12 Months Ended December 31, 2017 and 2016

The following table sets forth a summary of IMAC Holdings, LLC's statements of operations for the 12 months ended December 31, 2017 and 2016, and the changes between those periods.

	<u>December 31, 2017</u>	<u>December 31, 2016</u>	<u>\$ Change</u>	<u>% Change</u>
Revenue				
Holdings	1,378,313	-	1,378,313	0.00%
Total Revenue	1,378,313	-	1,378,313	0.00%
Contractual				
Holdings	(723,688)	-	(723,688)	0.00%
Total Contractual	(723,688)	-	(723,688)	0.00%
Management Fees	131,400	15,000	116,400	776.00%
Equity in earnings (loss) of non-consolidated affiliate	13,609	(178,397)	192,006	-107.63%
Total Revenue	799,634	(163,397)	963,031	-589.38%
Operating Expenses				
Holdings	1,682,345	234,047	1,448,298	618.81%
Total Operating Expenses	1,682,345	234,047	1,448,298	618.81%
Loss from Operations				
Holdings	(882,711)	(397,444)	(485,267)	122.10%
Total Loss from Operations	(882,711)	(397,444)	(485,267)	122.10%
Other Income and Expense				
Holdings	(33,821)	4	(33,825)	-845635.50%
Total Other Income and Expense	(33,821)	4	(33,825)	-845635.50%
Net Loss				
Holdings	(916,532)	(397,440)	(519,092)	130.61%
Total Net Loss	(916,532)	(397,440)	(519,092)	130.61%

Revenues

The following revenue information and consolidated statement of operations is related to IMAC Holdings, LLC as referenced in the tables above.

Gross revenues for the twelve months ended December 31, 2017 were \$1,378,313, compared to no revenues for the same period in 2016. Revenue increased solely due to revenues from IMAC Regeneration Management of Nashville, LLC, which opened in May 2017.

Gross revenues for the three months ended March 31, 2018 were \$ 532,872 (unaudited), compared to no revenues for the same period in 2017. Revenue increased solely due to revenues from IMAC Regeneration Management of Nashville, LLC, which opened in May 2017.

Net revenue (gross revenues less contractual adjustments) for the twelve months ended December 31, 2017 was \$654,625 as compared to no net revenue for the year ended December 31, 2016.

Net revenue (gross revenues less contractual adjustments) for the three months ended March 31, 2018 was \$234,253 (unaudited) as compared to no net revenue for the three months ended March 31, 2017 (unaudited).

IMAC Holdings, LLC had non-patient related revenues for the twelve months ended December 31, 2017 of \$145,009. \$131,400 of the revenue was related to billing services provided by IMAC Holdings, LLC to other IMAC facilities where the revenue to IMAC Holdings, LLC was eliminated in consolidation. Additionally, IMAC Holdings, LLC had \$13,609 in revenue in the form of “equity in earnings of non-consolidated affiliate” related to the minority interest in IMAC of St. Louis, LLC.

IMAC Holdings, LLC had non-patient related revenues for the three months ended March 31, 2018 of (\$52,051) (unaudited). \$33,600 of the revenue was related to billing services provided by IMAC Holdings LLC to other IMAC facilities where the revenue to IMAC Holdings, LLC was eliminated in consolidation .

The following table reflects the pro forma revenue and operating expenses and gross profit margin for the IMAC Group for the year ended December 31, 2017 and the three months ended March 31, 2018.

IMAC Group
Unaudited Pro Forma Condensed Consolidated Statements of Operations
For the Year Ended December 31, 2017 and the Three Months Ended March 31, 2018

	Year Ended December 31, 2017 Group Pro Forma	Three Months Ended March 31, 2018 Group Pro Forma
Patient revenues	\$ 22,710,675	\$ 5,084,759
Contractual adjustments	(14,385,990)	(3,338,327)
Total revenue	8,324,685	1,746,432
Operating expenses:		
Patient expenses	1,021,622	277,748
Salaries and related expenses	4,629,923	1,480,094
Share-based compensation: consulting fees	18,747	3,749
Advertising and marketing	465,050	210,484
General and administrative	1,899,209	578,240
Depreciation and amortization	1,689,700	452,880
Total operating expenses	9,724,251	3,003,195
Operating loss	(1,399,566)	(1,256,763)
Other income (expenses):		
Interest income	2,636	-
Interest expense	(93,361)	(30,530)
Loss on disposal of assets	(572,361)	-
Total other income (expenses)	(663,086)	(30,530)
Net loss	(2,062,652)	(1,287,293)
Net loss attributable to the IMAC Holdings, LLC members	(2,062,652)	(1,287,293)

The following table breaks down the revenue, operating expenses and gross profit margin for IMAC Group for the twelve months ended December 31, 2017 as if the transactions occurred on January 1, 2017 .

IMAC Group
Pro Forma Statements of Operations
For the Twelve Months Ended December 31, 2017

	Twelve Months Ended December 31, 2017
Revenue	
Holdings	1,378,313
IMAC Kentucky	13,258,419
IMAC St. Louis	8,073,943
Total Revenue	22,710,675
Contractual	
Holdings	(723,688)
IMAC Kentucky	(8,298,287)
IMAC St. Louis	(5,364,015)
Total Contractual	(14,385,990)
Net Revenue	
Holdings	654,625
IMAC Kentucky	4,960,132
IMAC St. Louis	2,709,928
Total Net Income	8,324,685
Operating Expenses	
Holdings	2,842,242
IMAC Kentucky	4,209,109
IMAC St. Louis	2,654,153
Total Operating Expenses	9,705,504
Loss from Operations	
Holdings	1,360,344
IMAC Kentucky	3,355,856
IMAC St. Louis	1,402,863
Total Loss from Operations	6,119,063
Other Income and Expense	
Holdings	(33,821)
IMAC Kentucky	(606,846)
IMAC St. Louis	(41,166)
Total Other Income and Expense	(681,833)
Net Loss	
Holdings	(2,221,438)
IMAC Kentucky	144,177
IMAC St. Louis	14,609
Total Net Loss	(2,062,652)

Revenues

The following revenue information is related to IMAC Group as referenced in the tables above. All comparisons of fiscal year 2017 to fiscal year 2016 as referenced below are based on management's comparison of 2017 to 2016 on a pro forma basis incorporating the completion of the acquisitions and related transactions.

All revenue information in this Revenue section of Management's Discussion and Analysis of Financial Condition and Results of Operations gives retrospective effect to the completion of two transactions involving companies operating IMAC Regeneration Centers and the related issuance of shares of our common stock and/or cash payments in such transactions, which transactions were completed in June 2018. References to "IMAC Group" represents IMAC Holdings, Inc. on a pro forma basis after completion of the transactions.

Gross revenues for the twelve months ended December 31, 2017 was \$22,710,675, an increase of \$4,548,823, or 25.05%, as compared with pro forma revenues of \$18,161,852. Revenue increased primarily due to revenues from our Tennessee facility which opened in May 2017. Additionally, we had a full year of revenue in 2017 from our Missouri facility. IMAC of Kentucky experienced a decline in gross revenues due to a decline in Medicare volume. The decline in gross revenues was attributable to the maturity of the Kentucky facility and the facility experiencing a growing percentage of business in the regenerative area which is not reimbursed by Medicare. We do not view this as a concern because net revenue for the facility increased year-over-year.

Net revenue (gross revenues less contractual adjustments) for the twelve months ended December 31, 2017 increased by \$4,099,148 or 97.01% compared to the year ended December 31, 2016. IMAC of Kentucky net revenue grew by 49.77% due to an increase in self-pay business, continued marketing, an increase in name recognition and the opening of a satellite site in Murray, Kentucky. The Missouri site had net revenue growth of 196.60% primarily due to the site being open for a full year, increased name recognition and marketing efforts. IMAC of Tennessee had net revenues of \$654,625 and no revenues in 2016.

Operating Expenses - IMAC Holdings, LLC

The operating expense information is related to IMAC Holdings, LLC.

Operating expenses consist of patient expenses, salaries and benefits, advertising and marketing, general and administrative expenses and depreciation expenses.

Total operating expenses for the twelve months ended December 31, 2017 increased by \$1,467,045, or 1,902 %, compared to the same period in 2016. The increase was primarily attributable to increased costs in Tennessee and overhead costs at IMAC Holdings related to preparation for this offering.

Total operating expenses for the three months ended March 31, 2018 increased by \$649,431 (unaudited), or 327%, compared to the same period in 2017. The increase was primarily attributable to increased costs in Tennessee and overhead costs at Holdings related to preparation for this offering.

Patient expenses consist of medical supplies for services rendered.

Patient expenses increased for the year ended December 31, 2017 compared to the year ended December 31, 2016 by \$58,950. IMAC of Tennessee patient expenses were \$63,216 in 2017 with no expense in 2016. IMAC Holdings had a reduction in patient expenses of \$4,266.

Patient expenses increased for the three months ended March 31, 2018 compared to the same period in 2017 by \$27,334 (unaudited). IMAC of Tennessee patient expenses were \$37,134 (unaudited) for the three months ended March 31, 2018 with \$9,800 (unaudited) in patient expense in the same period in 2017.

Salaries and benefits consist of payroll, benefits and related party contracts.

Salaries and benefits increased for the year ended December 31, 2017 compared to the year ended December 31, 2016 by \$934,037. IMAC of Tennessee had an increase in salaries and benefits of \$760,873 due to being open seven and a half months in 2017 and only \$21,111 in salaries and benefits cost in 2016. All facilities have startup costs attributable to the need to hire staff in advance of opening. Management services had an increase in salaries and wages of \$173,164 attributable to billing and collection services cost for new facilities.

Salaries and benefits increased for the three months ended March 31, 2018 compared to the same period in 2017 by \$284,887 (unaudited) . IMAC of Tennessee had an increase in salaries and benefits of \$108,322 (unaudited) for the three month period ended March 31, 2018 compared to the same period in 2017. The additional expense was due to additional staff to support the facility and additional provider cost. IMAC Holdings had an increase in costs of \$168,893 due to the additional cost related to the preparation for this offering . IMAC Management costs increased by \$7,672 (unaudited) due to additional costs to support billing and operations for related facilities.

Advertising and marketing consists of physical therapy marketing, business promotion and brand recognition.

Advertising and marketing increased for the year ended December 31, 2017 compared to the prior year by \$94,867. IMAC of Tennessee had an increase in advertising and marketing expense of \$82,367 for the year ended December 31, 2017 compared to December 31, 2016. IMAC Holdings' advertising and marketing expense increased by \$12,500.

Advertising and marketing increased for the three months ended March 31, 2018 compared to the prior year by \$81,418 (unaudited). IMAC of Tennessee had an increase in advertising and marketing expense of \$38,650 (unaudited) for the three months ended March 31, 2018 compared to the same period in 2017. Holdings advertising and marketing expense increased by \$42,769 (unaudited) in preparation for this offering.

General and administrative (G&A) consists of all other costs other than advertising and marketing, salaries and wages, patient expenses and depreciation.

General and administrative expense increased for the year ended December 31, 2017 compared to the prior year by \$444,548. For the year ended December 31, 2017, IMAC of Tennessee G&A costs increased by \$354,421 primarily due to rent, legal and professional fees. Management Services G&A increased by \$285. IMAC Holdings' G&A costs increased by \$89,842 due to legal and accounting costs associated with the requirements for the public filing.

General and administrative expense increased for the three months ended March 31, 2018 compared to the prior period by \$225,797 (unaudited). For the three months ended March 31, 2018, IMAC of Tennessee G&A costs increased by \$110,700 (unaudited) primarily due to rent, legal and professional fees. Management Services G&A increased by \$1,465 (unaudited). Holdings G&A costs increased by \$113,632 (unaudited) due to legal and accounting costs associated with the requirements for the public filing.

A company purchases fixed assets, such as equipment or medical equipment, to use in the course of its business activities. When a company purchases a fixed asset, it capitalizes the full cost of the asset on its balance sheet. The company cannot expense this cost when purchasing the asset because it will benefit from the purchase for several years. Instead, the company records depreciation, or expenses a portion of the cost each year. Generally accepted accounting principles, or GAAP, provide specific rules for depreciating these assets.

Depreciation expense increased for the year ended December 31, 2017 compared to the prior year by \$65,895. IMAC of Tennessee had depreciation of \$65,895 as compared with 2016.

Depreciation expense increased for the three months ended March 31, 2018 compared to the prior period by \$29,994 (unaudited) . IMAC of Tennessee had depreciation of \$31,268 (unaudited) for the period ended March 31, 2018 with \$1,274 (unaudited) in cost in the period ended March 31, 2017.

Operating Expenses - IMAC Group

The following operating expense information is related to IMAC Group.

Operating expenses consist of patient expenses, salaries and benefits, advertising and marketing, general and administrative expenses and depreciation expenses.

Total operating expenses for the twelve months ended December 31, 2017 increased by \$3,586,441, or 59%, compared to the same period in 2016. The increase was primarily attributable to increased costs in Tennessee, a full year of costs in Missouri, increase costs related to additional revenue in Kentucky and overhead costs at Holdings related to preparation for this offering.

Patient expenses consist of medical supplies for services rendered.

Patient expenses increased for the year ended December 31, 2017 compared to the year ended December 31, 2016 by \$224,794. IMAC of Kentucky patient expenses increased by \$67,471 due to additional volume. IMAC of Missouri patient expenses increased by \$98,373 due to the facility being open for a full year in 2017. IMAC of Tennessee patient expenses were \$63,216 in 2017 with no offsetting cost in 2016. Holdings had a reduction in patient expenses of \$4,266.

Salaries and benefits consist of payroll, benefits and related party contracts.

Salaries and benefits increased for the year ended December 31, 2017 compared to the year ended December 31, 2016 by \$1,934,997. IMAC of Kentucky Salaries and benefits increased by \$335,315 primarily due to the growth in volume. IMAC of Missouri Salaries and benefits increased by \$665,645 due to the facility being opened a full year in 2017 compared to seven and a half months in 2016. IMAC of Tennessee had an increase in salaries and benefits of \$760,872 due to being open seven and a half months in 2017 and only \$21,111 in salaries and benefits cost in 2016. All facilities have startup costs attributable to the need to hire staff in advance of opening. Management Services had an increase in salaries and wages of \$173,164 attributable to billing and collection services cost for new facilities.

Advertising and marketing consists of physical therapy marketing, business promotion and brand recognition.

Advertising and marketing increased for the year ended December 31, 2017 compared to the prior year by \$192,591. IMAC of Tennessee had an increase in advertising and marketing expense of \$82,367 for the year ended December 31, 2017 compared to December 31, 2016. IMAC of Missouri had an increase of \$81,501 due to being open a full year. IMAC of Kentucky had an increase of \$16,223. IMAC Holdings' advertising and marketing expense increased by \$12,500. Advertising and marketing expense reflects necessary cost increases attributable to a new market in Tennessee and a full year of marketing and advertising efforts in Missouri.

General and administrative consists of all other costs other than advertising and marketing, salaries and wages, patient expenses and depreciation.

General and administrative expense increased for the year ended December 31, 2017 compared to the prior year by \$1,046,249. For the year ended December 31, 2017, IMAC of Kentucky G&A costs increased by \$290,802. This was attributable to increased costs for insurance, licensure and professional services. A substantial amount of this was due to the on-boarding of the Murray, Kentucky site. IMAC of Missouri G&A costs increased by \$297,187 primarily due to increases associated with being open a full year and incurring costs such as legal and professional fees, rent, utilities, and travel and entertainment. IMAC of Tennessee G&A costs increased by \$376,022 primarily due to rent and legal and professional fees. Management Services G&A increased by \$285. IMAC Holdings' G&A costs increased by \$89,842 due to legal and accounting costs associated with the requirements for this offering. G&A costs for OLM declined by \$7,890. OLM was merged out of existence in December 2017.

A company purchases fixed assets, such as equipment or medical equipment, to use in the course of its business activities. When a company purchases a fixed asset, it capitalizes the full cost of the asset on its balance sheet. The company cannot expense this cost when purchasing the asset because it will benefit from the purchase for several years. Instead, the company records depreciation, or expenses a portion of the cost each year. GAAP provides specific rules for depreciating these assets.

Depreciation expense increased for the year ended December 31, 2017 compared to the prior year by \$187,810. Depreciation for IMAC of Kentucky increased by \$58,331 for the year ended December 31, 2017 compared to December 31, 2016 primarily due to the additional capital expense related to the opening of the Murray facility. IMAC of Missouri had an increase in depreciation expense of \$63,584 due to being open a full year in 2017. IMAC of Tennessee had depreciation of \$65,895 with no offsetting cost in 2016.

Other Income (Expense) - IMAC Holdings, LLC

Other income (expense) consists of interest expense, interest income, share based compensation, minority interest, non-controlling interest in IMAC Tennessee and loss on disposal of an asset.

Total other income (expense) decreased for the year ended December 31, 2017 compared to December 31, 2016 by \$116,174.

Total other income (expense) increased for the three months ended March 31, 2018 compared to March 31, 2017 by \$23,798. This was primarily related to a note with Edward S. Bredniak, a director, as described under "Certain Relationships and Related Transactions – Related Party Transactions."

Interest income (expense) during the twelve months ended December 31, 2017 increased by \$12,335 from \$12,330 in 2017 compared to \$4 in expense in 2016 primarily due to the use of a line of credit and equipment loan at the IMAC of Missouri facility.

Interest income (expense) increased by \$20,048 from \$20,240 for the three months ended March 31, 2018 compared to \$191 in expense for the same period in 2017 primarily due to interest on the convertible note for \$1,730,000.

Share-based compensation fees declined by \$131,253 for the period ended December 31, 2017 compared to the period ended December 31, 2016 due to share based compensation with an assigned value of \$150,000 paid in 2016 to one shareholder with a smaller amount, \$18,747, of share -based compensation paid in 2017 to two shareholders.

Share-based compensation in the three-month period ended March 31, 2018 was \$3,749 with no offsetting expense in the same period in 2017.

Non-controlling interest in IMAC Tennessee decreased by \$842,708 for the period ended December 31, 2017 compared to the period ended December 31, 2016. This was related to larger losses for the IMAC of Tennessee facility.

Non-controlling interest in IMAC Tennessee increased by \$34,802 for the period ended March 31, 2018 compared to the period ended March 31, 2017. This was related to losses for the IMAC of Tennessee facility in the first quarter of 2018 compared to no losses in the same period in 2017.

Other Income (Expense)-IMAC Group

Other income (expense) consists of interest expense, interest income, minority interest, non-controlling interest in IMAC Tennessee and loss on disposal of an asset.

Total other income (expense) increased for the year ended December 31, 2017 compared to December 31, 2016 by \$484,988.

Share based compensation declined for the period ended December 31, 2017 compared to the period ended December 31, 2016 by \$131,253. For the period ended December 31, 2017 there was \$(18,747) in share based compensation compared to \$150,000 in share based compensation in 2016.

There was a loss on disposal of an asset of \$572,361 for the period ended December 31, 2017 compared to no loss for the period ended December 31, 2016.

Net Loss-IMAC Holdings, LLC

Net loss for the twelve months ended December 31, 2017 was \$57,181, which decreased from a net loss of \$380,797 for the same period in 2016. The reduction in net loss was the result of increased revenue from management services, consulting fees expense declining year over year and better financial results in IMAC St. Louis.

Net loss for the three months ended March 31, 2018 was \$404,663, which increased from a net profit of \$91,748 for the same period in 2017. The loss was primarily attributable to additional costs in the Tennessee facility and overhead costs required to support the transaction.

Net Loss-IMAC Group

Net loss for the twelve months ended December 31, 2017 was \$2,062,652 which decreased from a net loss of \$2,090,371 for the same period in 2016.

Liquidity and Capital Resources

As of December 31, 2017, we had \$127,788 in cash and working capital of \$234,638. As of December 31, 2016, we had cash of \$876,205 and a working capital of \$1,550,461.

As of March 31, 2018, we had \$550,509 in cash and working capital of \$(1,377,692).

Operating Activities

The primary source of our operating cash flow is the collection of accounts receivable from patients, private insurance companies, government programs, self-insured employers and other payers.

During the twelve months ended December 31, 2017, our operating cash flow from operations increased to \$422,375 compared to \$(863,946) for the twelve months ended December 31, 2016. This increase was primarily attributable to the opening of the Tennessee facility.

During the three months ended March 31, 2018, our operating cash flow from operations decreased to \$(576,541). This was primarily attributable to the Net Loss of the \$(689,855) for the three months ended March 31, 2018.

Investing Activities

Net cash used in investing activities during the twelve months ended December 31, 2017 was \$(1,345,475) which included \$(546,470) related to purchases of property and equipment. Net cash used in investing activities during the year ended December 31, 2016 was \$(259,849). This was attributable to opening four new facilities in 2017.

Net cash used in investing activities during the three months ended March 31, 2018 was \$(1,315,725) which included \$(1,191,620) related to purchases of property and equipment for our Lexington, Kentucky facility.

Financing Activities

Net cash used in financing activities during the twelve months December 31, 2017 was \$174,683. During this period, we made distributions of \$200,000 to pay for the outstanding debt of the building owned by OLM. Payments on notes net of proceeds from notes were \$(85,916). Proceeds from lines of credit less payments were \$25,000.

Net cash used in financing activities during the three months March 31, 2018 was \$2,314,988. Proceeds from notes payable were \$2,262,500. \$1,030,000 was related to the convertible note and \$1,232,500 was related to the proceeds from the note for purchase of our Lexington, Kentucky property.

Lines of Credit-Group

IMAC Nashville, PC has a \$150,000 line of credit with a financial institution that matures on October 15, 2018. The line of credit bears interest at 6.50% per year . The line of credit had a \$25,000 balance at December 31, 2017. The line of credit is secured by substantially all of IMAC Nashville, PC's assets and personally guaranteed by its members.

IMAC St. Louis, LLC has a \$150,000 line of credit with a financial institution that matures on November 15, 2018. The line bears interest at 4.25% per year . The LOC has a \$150,000 balance at December 31, 2017 . The line is secured by substantially all of the Company's assets and is personally guaranteed by the members.

IMAC Western Kentucky, PC has a \$150,000 line of credit with a financial institution that matures on August 1, 2018. The line bears interest at 4.25% per year . The LOC has a \$100,000 and \$140,000 balance at December 31, 2017 and 2016, respectively. The line is secured by substantially all of the Company's assets and personally guaranteed by the members.

Notes Payable-Group

As of December 31, 2017 and 2016, we had outstanding notes payable in the aggregate amounts of \$1,008,461 and \$1,466,420. Of such amounts, \$260,157 and \$126,937 represented the respective current portions due within one year. A description of our notes payable are as follows:

We entered into a note payable to The Edward S. Bredniak Trust, the trustee of which is Edward S. Bredniak, a director of our company, in the amount of \$500,000 dated December 31, 2016. The note requires 36 monthly installments of \$8,534 including principal and interest. The interest rate is fixed at 5% per year . The note matures and has a balloon payment of \$250,000 on December 31, 2019, and is secured by the personal guarantees of our members. As of December 31, 2017 and 2016, the note balances were \$414,084 and \$500,000, respectively. This note will be repaid at the closing of this offering.

We entered into a note payable to a financial institution in the amount of \$131,400 dated August 1, 2016. The note requires 120 monthly installments of \$1,394 including principal and interest at 5% per year . The note matures on July 1, 2026, and is secured by a letter of credit. As of December 31, 2017 and 2016, the balances were \$116,525 and \$127,134, respectively.

We entered into a note payable to a financial institution in the amount of \$200,000 dated May 4, 2016. The note requires 60 monthly installments of \$3,881 including principal and interest at 4.25% per year. The note matures on May 4, 2021, and is secured by the equipment and personal guarantees of our former members. As of December 31, 2017 and 2016, the note balances were \$147,863 and \$187,240, respectively.

We entered into a note payable to a financial institution in the amount of \$200,000 dated November 15, 2017. The note requires 66 consecutive monthly installments of \$2,652 including principal and interest at 5% per year , with a balloon payment of \$60,000 on June 15, 2018. The note matures on May 15, 2023, and is secured by the personal guarantees of our former members. As of December 31, 2017, the note balance was \$200,000.

We entered into a note payable to an employee in the amount of \$101,906 dated March 8, 2017. The note requires five annual installments of \$23,350 including principal and interest at 5% per year . The note matures on December 31, 2021, and is unsecured. As of December 31, 2017, the note balance was \$80,000.

We entered into a note payable to a financial institution in the amount of \$133,555 dated September 17, 2014. The note requires 60 monthly installments of \$2,475 including principal and interest at 4.25% per year . The note matures on September 17, 2019. As of December 31, 2017 and 2016, the note balances were \$49,989 and \$76,950, respectively.

We entered into a mortgage note payable to a financial institution in the amount of \$963,050 dated December 11, 2013. The note required 120 monthly installments of principal and interest at 4.95% per year. The note was repaid in December 2017. As of March 31, 2018, the note balance was \$0.

We entered into a promissory note to a financial institution in the amount of \$1,232,500 on March 29, 2018. The note requires six interest-only payments at a rate of 3.35% per year and one principal payment of \$1,232,500, plus accrued interest on September 29, 2018, and is secured by the personal guarantee of The Edward S. Bredniak Trust.

On May 31, 2018, we entered into a note payable to The Edward S. Bredniak Trust in the amount of up to \$2,000,000. An existing note payable with this entity in the amount of \$379,675.60 will be combined into the new note payable. The note carries an interest rate of 10% per year and all outstanding balances are due and payable at the closing of this offering. The proceeds of this note are being used to satisfy ongoing working capital needs, expenses related to the preparation and execution of this offering, equipment and construction costs related to new clinic locations, and potential transaction expenses.

We believe that, with the net proceeds of this offering, our current cash and our available lines of credit, we will have sufficient cash reserves available to cover expenses for longer than the 12 months following the closing of this offering. Given the volatility in U.S. equity markets and our normal working capital fluctuations, and depending on the actual level of net proceeds raised in this offering, we may seek to raise additional capital following this offering to supplement our operating cash flows to the extent we can do so on competitive market terms. In such event, an equity financing may dilute the ownership interests of our stockholders and investors in this offering. In all events, there can be no assurance that additional financing would be available to us when desired or needed and, if available, on terms acceptable to us.

Contractual Obligations

The following table is a summary of contractual cash obligations at December 31, 2017:

IMAC Holdings LLC	Total	<1	1 - 3	3 - 5	>5
Notes Payable	\$ 614,007.30	\$ 157,931.95	\$ 383,837.32	\$ 59,144.79	\$ 13,093.24
Op Lease Obligation	\$ 54,282.60	\$ 6,145.20	\$ 12,290.40	\$ 12,290.40	\$ 23,556.60

The following table is a summary of contractual cash obligations at March 31, 2018:

IMAC Holdings LLC	Total	<1	1 - 3	3 - 5	>5
Notes Payable	\$ 1,825,994.47	\$ 1,397,892.00	\$ 362,945.30	\$ 59,887.18	\$ 5,269.98
Op Lease Obligation	\$ 52,746.30	\$ 6,145.20	\$ 12,290.40	\$ 12,290.40	\$ 22,020.30

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, revenue, results of operations, liquidity or capital expenditures.

Impact of Inflation

We believe that inflation has not had a material impact on our results of operations for the years ended December 31, 2017 and 2016. We cannot assure you that future inflation will not have an adverse impact on our operating results and financial condition.

Cybersecurity

We are a medical provider and comply with HIPAA and data sensitivity requirements as regulated by local and federal authorities. Our patient data is hosted, managed and secured with an approved Electronic Medical Record vendor. Cybersecurity is of paramount importance and our executive officers have implemented routine cyber breach insurance policies to protect our company from potential predatory initiatives to access patient and company data. See “Risk Factors – Our reputation and relationships with patients would be harmed if our patients’ data, particularly personally identifying data, were to be subject to a cyber-attack or otherwise by unauthorized persons.”

Seasonality

Our business has a seasonal business cycle with much of our patient revenues being derived during the spring and fall months of the year. We believe this occurs primarily as a result of increased exercise and lifestyle activities by persons during these months. We have historically experienced most of our operating losses in the winter months.

Recent Accounting Pronouncements

The new revenue recognition accounting standard, ASC Topic 606 Revenue from Contracts with Customers, takes effect for public entities January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on our financial position or results of operations when adopted.

The new lease accounting standard, ASC Topic 842, takes effect for public entities January 1, 2019, and January 1, 2020 for private entities. Management believes the provisions of ASC Topic 842 will result in the recognition of lease assets and liabilities on its consolidated financial statements when adopted.

Controls and Procedures

In connection with the audits of our consolidated financial statements for the years ended December 31, 2017 and 2016, our independent registered public accounting firm identified material weaknesses in our internal control over financial reporting. A “material weakness” is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis. The material weaknesses relate to the absence of in-house accounting personnel with the ability to properly account for complex transactions and a lack of separation of duties between accounting and other functions.

We hired a consulting firm to advise on technical issues related to U.S. generally accepted accounting principles as related to the maintenance of our accounting books and records and the preparation of our consolidated financial statements. Although we are aware of the risks associated with not having dedicated accounting personnel, we are also at an early stage in the development of our business. We anticipate expanding our accounting functions with dedicated staff and improving our internal accounting procedures and separation of duties when we can absorb the costs of such expansion and improvement with additional capital resources. In the meantime, management will continue to observe and assess our internal accounting function and make necessary improvements whenever they may be required.

JOBS Act

On April 5, 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was enacted. Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. This means that an “emerging growth company” can make an election to delay the adoption of certain accounting standards until those standards would apply to private companies. We have elected to delay such adoption of new or revised accounting standards and, as a result, we may not comply with new or revised accounting standards at the same time as other public reporting companies that are not “emerging growth companies.” This exemption will apply for a period of five years following our first sale of common equity securities under an effective registration statement or until we no longer qualify as an “emerging growth company” as defined under the JOBS Act, whichever is earlier.

Quantitative and Qualitative Disclosures about Market Risk

We conduct our operations in the United States dollar. We are not exposed to foreign exchange rate fluctuations.

We currently have no material exposure to interest rate risk. In the future, we intend to invest our excess cash primarily in money market funds, debt instruments of the United States government and its agencies and in high quality corporate bonds and commercial paper. Due to the short-term nature of these investments, we do not believe that there will be material exposure to interest rate risk arising from our investments.

BUSINESS

Company Overview

We are a provider of a continuum of non-surgical orthopedic therapies through our regenerative and rehabilitative medical treatments to improve the physical health of our patients at our fast-growing chain of IMAC Regeneration Centers which we own or manage. Our outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. Our licensed healthcare professionals evaluate each patient and provide a custom treatment plan that integrates traditional medical procedures and innovative regenerative medicine procedures in combination with physical medicine. We do not use or offer opioid-based prescriptions as part of our treatment options in order to help our patients avoid the dangers of opioid abuse and addiction. The original IMAC Regeneration Center opened in Kentucky in August 2000 and remains the flagship location of our current business, which was formally organized in March 2015. Since then, we have opened six new outpatient medical clinics in Kentucky, Missouri and Tennessee, and plan with the net proceeds of this offering to further expand the reach of our facilities to other strategic locations throughout the United States. We have partnered with several active and former professional athletes, opening two Ozzie Smith IMAC Regeneration Centers and two David Price IMAC Regeneration Centers, and recently opened a Tony Delk IMAC Regeneration Center on July 2018 . Our outpatient medical clinics emphasize our focus around treating sports and orthopedic injuries. In 2017, IMAC Group recorded 81,256 total patient visits at our medical clinics.

We are focused on providing natural, non-opioid solutions to pain as consumers increasingly demand non-surgical treatments for an aging population. The demand for our services continues at a rapid rate fueling growth for organic healthcare solutions over traditionally invasive orthopedic practices. We believe that our regenerative rehabilitation treatments are provided to patients at a much lower price than our primary competitors including traditional orthopedic surgeons, pain management clinics and hospital systems targeting invasive joint reconstruction. Surgical joint replacements cost several times more than our therapies initially treating the same condition. The U.S. government has recently adopted strict surgery pre-approval initiatives to reduce the cost for CMS and limit the proliferation of opioids since they accompany substantially all joint replacement surgeries.

We believe that we garner significant patient satisfaction following our five fundamental beliefs:

- we believe that the body has the ability to heal itself, and better results occur with our solutions to unlock the body's natural healing process;
- we believe in the power of doctors, from many different specializations, working together for the best patient care possible;
- we believe that employees should know patients by their face, not by a chart number;
- we believe consumers have a choice regardless of physician referral or insurance coverage; and
- we believe a medical setting should be comforting.

We are led by senior executive officers who together have more than 70 years of combined experience in the healthcare services industry. Jeffrey S. Ervin, our Chief Executive Officer, joined us in March 2015. Mr. Ervin has a history of sourcing private equity investments and managing private equity operations in the healthcare and other growth industries. Before joining us, he was the senior financial officer at Medx Publishing, LLC, an online healthcare marketing and technology firm and parent company of Medicare.com, where he was responsible for the negotiation and ultimate sale of Medicare.com to eHealth Insurance and sale of Medicaid.com to United Healthcare. Mr. Ervin earned an M.B.A. degree from Vanderbilt University. The founder of our company, Matthew C. Wallis, DC, a former licensed chiropractor, is our Chief Operating Officer. Dr. Wallis has implemented strategies in the company to create consistent operating efficiencies for our sales, marketing and service delivery operations. D. Anthony Bond, CPA, is the most recent addition to our leadership team, joining as our Chief Financial Officer in October 2017. Mr. Bond has a long history in senior financial roles with healthcare organizations managing multi-state operations.

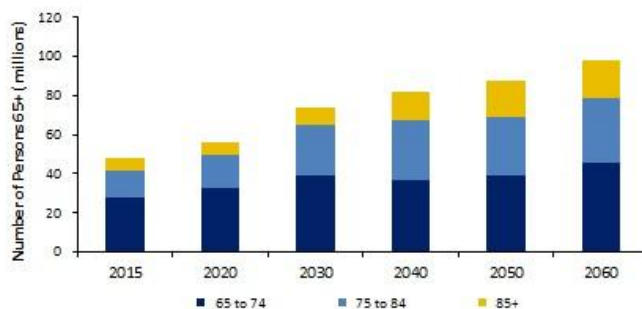
Our Market Opportunity

Orbis Research reported that the regenerative healthcare industry is estimated to be \$67.6 billion by 2019, and IBIS World estimated that outpatient rehabilitation is an approximately \$30 billion industry, with approximately 90% of that revenue generated from physical rehabilitation services, including orthopedic, sports, geriatric and other forms of physical medicine. Outpatient rehabilitation is anticipated to grow at a rate of 2% to 7% in the coming years, according to these industry research companies, due to the aging baby boomer generation, sustained high rates of obesity, healthcare reform and the continued economic recovery in the United States. As healthcare insurance providers seek to reduce medical costs and government regulation increases access to medical care, physical therapy and outpatient services are poised to capture a larger share of healthcare spending. As the workforce continues to grow, employer-based insurance expenditures will increase. In addition, government spending on Medicare will continue to be significant.

According to the Centers for Medicare & Medicaid Services' National Health Expenditure Projections 2017-2026, national healthcare expenditures continue to rise and are projected to grow from an estimated \$3.5 trillion in 2017 to \$5.7 trillion by 2026, representing an average annual rate of growth of 5.5%, reaching a projected 19.7% of U.S. gross domestic product in 2026, as shown below.



Demand for non-surgical movement corrections and non-opioid pain management has surged with the growth of the baby boomer generation. The U.S. Census estimates that the U.S. population over 65 years of age is projected to more than double from 47.8 million to nearly 98.2 million persons and the 85 and older population is expected to more than triple, from 6.3 million to 19.7 million persons, between 2015 and 2060. Additionally, according to the U.S. Census Bureau, the number of older Americans is increasing as a percentage of the total U.S. population with the number of persons older than 65 estimated to comprise 14.9% of the total U.S. population in 2015 and projected to grow to 23.6% by 2060.



Source: U.S. Census Bureau

This significant demographic shift is changing healthcare consumption patterns. Likewise, those that are not eligible for Medicare have faced a significant rise in health insurance premiums. As consumers assume the burden of greater healthcare costs, they are price shopping and considering second opinions from conservative treatment providers like our company.

Despite ongoing consolidation in the outpatient rehabilitation services industry, the industry remains highly fragmented, which has allowed many competitors to enter the market. In such an environment, reputable and successful outpatient clinics will be able to grow through organic expansion and combining services with other providers. While there is significant competition in the industry, we believe no single participant currently captures more than 10% of the market, which may allow existing market participants to distinguish themselves from their competitors as they grow. The attractiveness of outpatient facilities to reduce medical costs has also been seen in other medical areas. Insurer UnitedHealth Group recently purchased surgical care centers and medical practices, with an apparent aim to reduce hospital spending.

Our Operations

We currently operate six outpatient medical clinics in three states. Our original clinic opened in August 2000 in Paducah, Kentucky and was the forerunner to our current business, which was formally organized in March 2015 with the mission to expand the reach of our facilities to other strategic locations throughout the United States. Our flagship medical clinic has been operated during the last 18 years by Matthew E. Wallis, DC and Jason Brame, DC, two of our co-founders, and, since March 2015, along with Jeffrey S. Ervin, our third co-founder and the current Chief Executive Officer of the company. This management team continues today throughout the organization incorporating the same strategies used to build and operate the company's flagship location. During 2016 and 2017, we opened five more medical clinics, with one additional clinic this year.

Below is a list of our outpatient medical clinics and information about how we own or control our medical clinics:

Clinic Name	Location of Clinic	Date Opened	Form and Date of Control	Primary Services Performed
IMAC Regeneration Center	Paducah, Kentucky	August 2000	Managed since June 28, 2018	Regenerative medicine, medical evaluations with x-ray, fluoroscopic spine, joint and appendage injections, and physical medicine
Ozzie Smith Center	Chesterfield, Missouri	May 2016	Full ownership effective June 1, 2018, when remaining 64% interest was acquired	Regenerative medicine, medical evaluations with x-ray, fluoroscopic spine, joint and appendage injections, and physical medicine
IMAC Regeneration Center	Murray, Kentucky	February 2017	Managed since June 28, 2018	Medical evaluations with x-rays, fluoroscopic joint and appendage injections, and physical medicine

David Price Center	Brentwood, Tennessee	May 2017	Managed since November 1, 2016	Regenerative medicine, medical evaluations with x-ray, fluoroscopic spine, joint and appendage injections, and physical medicine
Ozzie Smith Center	St. Peters, Missouri	August 2017	Full ownership effective June 1, 2018, when remaining 64% interest was acquired	Medical evaluations with x-ray, fluoroscopic joint and appendage injections, and physical medicine
David Price Center	Murfreesboro, Tennessee	November 2017	Managed since November 1, 2016	Medical evaluations with x-ray, fluoroscopic joint and appendage injections, and physical medicine
Tony Delk Center	Lexington, Kentucky	July 2018	Managed since July 2, 2018	Medical evaluations with x-ray, fluoroscopic joint and appendage injections, and physical medicine

Below is a description of each of our outpatient medical clinics:

Integrated Medicine and Chiropractic Regeneration Center PSC. In November 2015, we relocated our Paducah, Kentucky operations into a 10,200 square foot build-to-suit facility. This facility serves as an anchor clinic for the western Kentucky market of roughly 50,000 residents. The clinic performs medical evaluations with x-ray, fluoroscopic spine, joint and appendage injections, regenerative medicine and physical medicine. The lease term ends in December 2020.

We opened a 4,700 square foot facility in Murray, Kentucky, a town of nearly 15,000 residents near the Tennessee border. This facility provides medical evaluations, fluoroscopic joint and appendage injections, and physical medicine and refers patients to Paducah for regenerative PRP medical procedures. The lease is scheduled to expire in December 2023.

IMAC of St. Louis, LLC. In January 2016, IMAC of St. Louis, LLC, doing business as the Ozzie Smith Center, executed a lease for a 13,300 square foot facility in Chesterfield, Missouri, a suburb 18 miles west of downtown St. Louis. The Ozzie Smith Center opened in May 2016. The lease agreement runs until August 2026. Dr. Devin Bell, D.O. is the medical director. The clinic performs medical evaluations with x-ray, fluoroscopic spine, joint and appendage injections, regenerative PRP medicine and physical medicine. Namesake Ozzie Smith was inducted into the Major League Baseball Hall of Fame in 2002 and replicas of his 13 gold glove trophies are in the lobby of the clinic.

The Ozzie Smith Center opened a satellite facility in St. Peters, Missouri to assist with demand from suburbs west of the Missouri River. The St. Peters clinic opened for business in July 2017. The lease expires in August 2022. The facility operates under the direction of Dr. Bell and offers patient medical evaluations with x-ray, fluoroscopic joint and appendage injections, and physical medicine.

IMAC Regeneration Center of Nashville, PC. The David Price Center opened in Brentwood, Tennessee in May 2017. Dr. David Smithson, M.D. is double board certified in Sports Medicine and Internal Medicine and serves as its medical director. The 7,500 square foot clinic is leased through July 2024. The clinic performs medical evaluations with x-ray, fluoroscopic spine, joint and appendage injections, regenerative PRP medicine and physical medicine.

In November 2017, we opened a 5,500 square foot facility in Murfreesboro, Tennessee, a southeastern suburb of Nashville with more than 100,000 residents and hometown to David Price. Mr. Price, who was born and raised in middle Tennessee, was the first pick of the 2007 Major League draft from Vanderbilt University. This facility performs patient medical evaluations with x-ray, fluoroscopic joint and appendage injections, and physical medicine. We occupy 10% of the building and the lease expires in October 2022.

Tony Delk Center. In March 2018, we entered into a \$1.2 million commitment to purchase a medical practice building in Lexington, Kentucky, where our seventh IMAC outpatient medical clinic, named the Tony Delk Center, opened on July 2, 2018. We have received a six-month promissory note commitment at an annual interest rate of 3.35%.

Our Services

The licensed healthcare professionals at our clinics work with each patient to create a protocol customized for each patient by utilizing a combination of the following traditional and innovative treatments:

Medical Treatments. Our specialized team of doctors work together to provide the latest non-surgical, prescription-free treatments for movement challenges or pain related to orthopedic conditions. The treatments are customized to treat the underlying condition instead of masking the challenge with prescriptions or surgeries.

• **Regenerative Medicine.** Regenerative medicine utilizes cellular structures within one's body to heal damaged cells. We use these cellular structures from the patient's body (autologous cells) to heal a degenerative soft tissue condition causing pain or restricting one's movement. Clinical studies have shown that autologous cell treatments from blood, stromal vascular fraction, and bone marrow improved function and decreased pain to joints, muscles, connective tissue and alleviate osteoarthritis and degenerative tissue.

Physical Medicine. Our team of sports medicine practitioners start by collaboratively building a personalized physical medicine treatment plan designed to help patients get back to living the life they deserve.

• **Physical Therapy.** With a combination of biomechanical loading and tissue mobilization, our licensed physical rehabilitation therapists work with each patient to help the body restore skill within the joint or soft tissue.

• **Spinal Decompression.** During this treatment, the spine is stretched and relaxed intermittently in a controlled manner, creating a negative pressure in the disc area that can pull herniated or bulging tissue back into the disc. Whether caused by trauma or degeneration, we realize the impact a spinal injury can have on the quality of one's life and are committed to providing the most innovative, non-invasive medical technology and care to relieve back pain and restore function.

• **Chiropractic.** Although removing pain is an integral part of patient care, our chiropractic goals also include wellness, health and optimal performance. Our experienced chiropractors are committed to helping patients achieve better health without the need for surgery or prescription drugs.

In November 2017, we engaged a medical consulting group to advise us on current regenerative medicine therapy protocols and to organize a clinical trial towards an investigational new drug application (IND) with the FDA, while pursuing a voluntary Regenerative Medicine Advanced Therapy (RMAT) designation. This process is defined under Section 3033 of the 21st Century Cures Act. We intend to pursue a trial utilizing autologous cellular structures to alleviate symptoms of debilitating neurological conditions and diseases.

The medical consulting group has assisted us in conducting research, establishing patient engagement tools and developing clinical strategies to achieve the RMAT. We anticipate our first communication with the FDA to occur during 2018 as an INTERACT (Initial Targeted Engagement for Regulatory Advice on CBER products) meeting. Following the INTERACT meeting, an amount of work (which cannot be quantified as of yet) will be performed to prepare for a pre-Investigational New Drug meeting and gain more precise feedback from the FDA before completing an IND submission. Another round of work will be performed to complete the IND application. Finally, the FDA Office of Tissues and Advanced Therapies will notify us of the IND application result no later than 60 days after receipt of the IND submission and RMAT request.

No assurance can be given that the FDA will find that our trial meets the criteria for RMAT designation. We believe that a RMAT designation may be helpful in differentiating our services and gaining a collaborative connection with the FDA. The failure to earn the RMAT designation will result in unfulfilled research expenses but should not negatively affect our operations. We expect the cost to pursue the RMAT designation will be between \$100,000 and \$300,000 and take 18 to 30 months of time from the original engagement with our medical consultant.

Our Growth and Expansion Strategy

We have plans to open additional IMAC Regeneration Centers in the states in which we currently operate, as well as in other strategic locations throughout the United States, building on our familiarity with the demographic market and our reputation in the area to attract new patients and endorsements. Our strategic partnerships with regional and national sports stars have enabled us to increase our visibility in our markets and become known for providing innovative regenerative-based therapies. We continue to seek opportunities to work with more athletes to draw awareness to our services. In addition, we have enlisted a wide range of medical and alternative medicine professionals to continue providing innovative outpatient treatments to our patients without surgery or prescription pain medication.

The key elements of our strategy that we believe will continue to propel our growth and expansion are:

Open New Outpatient Locations and Facilities. We are in the process of identifying strategic new locations at which to lease and develop new IMAC Regeneration Centers. We anticipate initial expansion in the Midwest and southern United States, including in Illinois, Kansas, Oklahoma and Texas, followed by locations throughout the United States. By branching into states near the ones in which we already operate, we will be able to draw on our experience with the regional market, leverage regional patient familiarity with our clinics and focus our marketing efforts. Our strong regional operations will provide a foundation to grow into more states across the country.

Continue to Obtain Endorsements from Well-Known Sports Stars. We continue to attract celebrity sports endorsers for each market in which we operate and plan to expand. By collaborating and co-branding with well-known sports figures, patients become more familiar with our brand and associate our company with physical fitness and well-being. Working with sports celebrities that are well-known in our markets and personally recommend our treatments helps establish credibility with patients in those markets.

Expand Our Advertising and Marketing. We intend to increase our advertising and marketing efforts and reach throughout our primary service areas in order to grow patient volume at our existing facilities and spur interest in newer locations. We will expand our direct-to-patient marketing via traditional media and social media outlets, using our celebrity endorsers in all such marketing efforts. While we welcome patients that are referred to us by other healthcare providers, we believe that direct marketing will generate more new patients for our outpatient clinics than relying solely on antiquated medical referral practices.

Offer State-of-the-Art Orthopedic Treatments. Our regenerative medicine techniques are used to prevent arthritis, treat meniscus tears, defeat muscle deterioration and address other damaged tissue conditions. We will continue offering cutting-edge healthcare treatments, including alternative medicine treatments, and will adapt our treatment offerings as new treatments are developed and come to market. By bringing together a diverse array of medical specialists, we are able to treat more health conditions and attract a larger base of patients.

Advertising and Marketing

Our corporate advertising and marketing efforts focus on increasing our brand awareness and communicating our commitment to “success without surgery,” along with the many other competitive advantages our company offers. Our marketing strategy is to offer a continuum of cutting-edge orthopedic therapies that appeal to a wide range of potential patients, continually elevate awareness of our brand and generate demand for our outpatient medical services. We rely on a number of channels in this area, including digital advertising, email marketing, social media and affiliate marketing, as well as through strategic partnerships with well-known sports celebrities to build our endorsements and draw patients to our IMAC Regeneration Centers. Our celebrity endorsers appear in our press marketing and social media marketing efforts and help generate interest in our brand and services. We maintain our website at www.imacregeneration.com. We intend to hire additional sales and marketing personnel and increase our spending on sales, marketing and promotion in connection with the continued expansion of our outpatient locations. Advertising and marketing expense was \$210,484, \$465,050 and \$272,459 for the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, respectively.

Our sales and marketing strategy focuses on active individuals who seek to maintain, restore and maximize their health and wellness. A majority of our customers are located within 25 miles of one of our outpatient medical clinics. During the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, no single customer accounted for more than 10% of our consolidated revenue, respectively.

Competition and Our Competitive Advantages

The outpatient physical therapy industry is highly competitive, with thousands of clinics across the country. While some of our competitors offer regenerative medical treatments as an effective treatment for degenerative health conditions, we believe that few companies have the multi-disciplinary approach of combining physical therapy and medical professionals working together to generate optimal regenerative health outcomes. Our internal survey results conducted randomly with more than 120 patients during 2016 and 2017 reported that 91% of our patients experienced improvement in their health after treatments at our outpatient clinics.

Competitive factors affecting our business include quality of care, cost, treatment outcomes, convenience of location, and relationships with, and ability to meet the needs of, referral and payor sources. Our clinics compete, directly or indirectly, with many types of healthcare providers including the physical therapy departments of hospitals, private therapy clinics, physician-owned therapy clinics, and chiropractors. We may face more intense competition if consolidation of the therapy industry continues.

We believe that we differentiate ourselves from our competition and have been able to grow our business as a result of the following competitive strengths:

Our Non-invasive Approach to Traditional Orthopedic Care. We pay particular attention to rehabilitating our patients’ musculoskeletal system to reduce pain and enhance mobility without surgery or anesthesia. By combining physical therapy, platelet rich plasma treatments, spinal decompression and chiropractic care, we are able to treat a variety of physical conditions by using a patient’s own body to help heal itself.

We Do Not Prescribe Addictive Opioids. We do not use or offer opioid-based prescriptions as part of our treatment options in order to help our patients avoid the dangers of opioid abuse and addiction. We focus on preventing the potential for addiction through our regenerative-based therapies that help alleviate chronic pain.

Utilizing Diverse Medical Specialists for Customized Care. Our treatment protocols are customized by a team of medical doctors, nurse practitioners, chiropractors and physical therapists and are designed to heal damaged tissue without surgery or prescription pain medication.

Management with Aligned Interests. We believe that a strong alignment of interests exists with investors through the ownership of a significant percentage of our outstanding shares by Jeffrey S. Ervin, our Chief Executive Officer, and Matthew C. Wallis, DC, our Chief Operating Officer. Mr. Ervin and Dr. Wallis acquired their ownership in 2015 when they founded the company and have not sold any of their equity to date. We believe Mr. Ervin and Dr. Wallis' continuing controlling interests have promoted long-term thinking, an enhanced culture among our patients, strategic partners, medical team and other employees, and ultimately the creation of value for our investors.

Protection of Proprietary Information

We own various U.S. federal trademark registrations and applications, and unregistered trademarks, including the registered mark "IMAC Regeneration Center." We rely on trademark laws in the United States, as well as confidentiality procedures and contractual provisions, to protect our proprietary information and brand. We cannot assure you that existing trademark laws or contractual rights will be adequate for protecting our intellectual property and proprietary information. Protection of confidential information, trade secrets and other intellectual property rights in the markets in which we operate and compete is highly uncertain and may involve complex legal questions. We cannot completely prevent the unauthorized use or infringement of our confidential information or intellectual property rights as such prevention is inherently difficult. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our confidential information and intellectual property protection.

We are not aware of any claims of infringement or other challenges to our rights in our trademarks. We do not expect to need any additional intellectual property rights to carry out our growth and expansion strategy.

For the three months ended March 31, 2018 and the years ended December 31, 2017 and 2016, we did not incur any material time or labor for the development of the technology we use in our operations.

Government Regulation

Numerous federal, state and local regulations regulate healthcare services and those who provide them. Some states into which we may expand have laws requiring facilities employing health professionals and providing health-related services to be licensed and, in some cases, to obtain a certificate of need (that is, demonstrating to a state regulatory authority the need for, and financial feasibility of, new facilities or the commencement of new healthcare services). Only one of the states in which we currently operate requires a certificate of need for the operation of our physical therapy business functions. Our healthcare professionals and/or medical clinics, however, are required to be licensed, as determined by the state in which they provide services. Failure to obtain or maintain any required certificates, approvals or licenses could have a material adverse effect on our business, financial condition and results of operations.

Regulations Controlling Fraud and Abuse. Various federal and state laws regulate financial relationships involving providers of healthcare services. These laws include Section 1128B(b) of the Social Security Act (42 U.S. C. § 1320a-7b[b]) (the "Fraud and Abuse Law"), under which civil and criminal penalties can be imposed upon persons who, among other things, offer, solicit, pay or receive remuneration in return for (i) the referral of patients for the rendering of any item or service for which payment may be made, in whole or in part, by a Federal health care program (including Medicare and Medicaid); or (ii) purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, ordering any good, facility, service, or item for which payment may be made, in whole or in part, by a Federal health care program (including Medicare and Medicaid). We believe that our business procedures and business arrangements are in compliance with these provisions. However, the provisions are broadly written and the full extent of their specific application to specific facts and arrangements to which we are a party is uncertain and difficult to predict. In addition, several states have enacted state laws similar to the Fraud and Abuse Law, which may be more restrictive than the federal Fraud and Abuse Law.

Stark Law. Provisions of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. § 1395nn) (the “Stark Law”) prohibit referrals by a physician of “designated health services” which are payable, in whole or in part, by Medicare or Medicaid, to an entity in which the physician or the physician’s immediate family member has an investment interest or other financial relationship, subject to several exceptions. Unlike the Fraud and Abuse Law, the Stark Law is a strict liability statute. Proof of intent to violate the Stark Law is not required. Physical therapy services are among the “designated health services.” Further, the Stark Law has application to our management contracts with individual physicians and physician groups, as well as, any other financial relationship between us and referring physicians, including medical advisor arrangements and any financial transaction resulting from a clinic acquisition. The Stark Law also prohibits billing for services rendered pursuant to a prohibited referral. Several states have enacted laws similar to the Stark Law. These state laws may cover all (not just Medicare and Medicaid) patients. As with the Fraud and Abuse Law, we consider the Stark Law in planning our outpatient clinics, establishing contractual and other arrangements with physicians, marketing and other activities, and believe that our operations are in substantial compliance with the Stark Law. If we violate the Stark Law or any similar state laws, our financial results and operations could be adversely affected. Penalties for violations include denial of payment for the services, significant civil monetary penalties, and exclusion from the Medicare and Medicaid programs.

HIPAA. In an effort to further combat healthcare fraud and protect patient confidentiality, Congress included several anti-fraud measures in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). HIPAA created a source of funding for fraud control to coordinate federal, state and local healthcare law enforcement programs, conduct investigations, provide guidance to the healthcare industry concerning fraudulent healthcare practices, and establish a national data bank to receive and report final adverse actions. HIPAA also criminalized certain forms of health fraud against all public and private payers. Additionally, HIPAA mandates the adoption of standards regarding the exchange of healthcare information in an effort to ensure the privacy and electronic security of patient information and standards relating to the privacy of health information. Sanctions for failing to comply with HIPAA include criminal penalties and civil sanctions. In February of 2009, the American Recovery and Reinvestment Act of 2009 (“ARRA”) was signed into law. Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act (“HITECH”), provided for substantial Medicare and Medicaid incentives for providers to adopt electronic health records (“EHRs”) and grants for the development of health information exchange (“HIE”). Recognizing that HIE and EHR systems will not be implemented unless the public can be assured that the privacy and security of patient information in such systems is protected, HITECH also significantly expanded the scope of the privacy and security requirements under HIPAA. Most notable are the mandatory breach notification requirements and a heightened enforcement scheme that includes increased penalties, and which now apply to business associates as well as to covered entities. In addition to HIPAA, a number of states have adopted laws and/or regulations applicable in the use and disclosure of individually identifiable health information that can be more stringent than comparable provisions under HIPAA.

We believe that our operations comply with applicable standards for privacy and security of protected healthcare information. We cannot predict what negative effect, if any, HIPAA/HITECH or any applicable state law or regulation will have on our business.

Cybersecurity. We are a medical provider and comply with HIPAA and data sensitivity requirements as regulated by local and federal authorities. Our patient data is hosted, managed and secured with an approved Electronic Medical Record vendor. Cybersecurity is of paramount importance and our executive officers have implemented routine cyber breach insurance policies to protect our company from potential predatory initiatives to access patient and company data. See “Risk Factors – Our reputation and relationships with patients would be harmed if our patients’ data, particularly personally identifying data, were to be subject to a cyber-attack or otherwise by unauthorized persons.”

FDA Drug Approval Process

In the United States, pharmaceutical products are subject to extensive regulation by the Food and Drug Administration (the “FDA”). The Federal Food, Drug, and Cosmetic Act (“FDC Act”) and other federal and state statutes and regulations, govern, among other things, the research, development, testing, manufacture, storage, recordkeeping, approval, labeling, promotion and marketing, distribution, post-approval monitoring and reporting, sampling and import and export of pharmaceutical products. Failure to comply with applicable U.S. requirements may subject a company to a variety of administrative or judicial sanctions, such as FDA refusal to approve pending new drug applications (“NDAs”), warning or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, civil penalties and criminal prosecution. As a result of these regulations, pharmaceutical product development and approval are very expensive and time consuming.

Pharmaceutical product development for a new product or certain changes to an approved product in the United States typically involves preclinical laboratory and animal tests, the submission to the FDA of an investigational new drug (“IND”), which must become effective before clinical testing may commence, and adequate and well-controlled clinical trials to establish the safety and effectiveness of the drug for each indication for which FDA approval is sought. Satisfaction of FDA pre-market approval requirements typically takes many years and the actual time required may vary substantially based upon the type, complexity and novelty of the product or disease.

Clinical trials to support NDAs for marketing approval are typically conducted in three sequential phases, but the phases may overlap. In Phase 1, the initial introduction of the drug into healthy human subjects or patients, the drug is tested to assess pharmacological actions, side effects associated with increasing doses and, if possible, early evidence on effectiveness. For dermatology products, Phase 2 usually involves trials in a limited patient population to determine metabolism, pharmacokinetics, the effectiveness of the drug for a particular indication, dosage tolerance and optimum dosage, and to identify common adverse effects and safety risks. If a compound demonstrates evidence of effectiveness and an acceptable safety profile in Phase 2 evaluations, Phase 3 clinical trials are undertaken to obtain the additional information about clinical efficacy and safety in a larger number of patients, typically at geographically dispersed clinical trial sites, to permit the FDA to evaluate the overall benefit-risk relationship of the drug and to provide adequate information for the labeling of the drug. In most cases the FDA requires two adequate and well-controlled Phase 3 clinical trials with statistically significant results to demonstrate the efficacy of the drug. A single Phase 3 clinical trial with other confirmatory evidence may be sufficient in rare instances where the study is a large multicenter trial demonstrating internal consistency and a statistically very persuasive finding of an effect on mortality, irreversible morbidity or prevention of a disease with a potentially serious outcome and confirmation of the result in a second trial would be practically or ethically impossible.

After completion of the required activities, including clinical testing, an NDA is prepared and submitted to the FDA. FDA approval of the NDA is required before marketing of the product may begin in the United States.

The FDA also may refer applications for novel drug products, or drug products that present difficult questions of safety or efficacy, to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved. The FDA is not bound by the recommendation of an advisory committee, but it generally follows such recommendations. Before approving an NDA, the FDA will typically inspect one or more clinical sites to assure compliance with the FDA's good clinical practice requirements. Additionally, the FDA typically inspects the facility or the facilities at which the drug is manufactured, and may inspect the sponsor company and investigator sites that participated in the clinical trials. The FDA will not approve the product unless compliance with current good manufacturing practice ("cGMP") is satisfactory and the NDA contains data that provide substantial evidence that the drug is safe and effective for the stated indication.

After the FDA evaluates the NDA and the manufacturing facilities, it issues either an approval letter or a complete response letter. A complete response letter generally outlines the deficiencies in the submission and may require substantial additional testing, or information, in order for the FDA to reconsider the application. If, or when, those deficiencies have been addressed to the FDA's satisfaction following FDA review of a resubmission of the NDA, the FDA will issue an approval letter.

An approval letter authorizes commercial marketing of the drug with specific prescribing information for specific indications. As a condition of NDA approval, the FDA may require a risk evaluation and mitigation strategy ("REMS"), to help ensure that the benefits of the drug outweigh the potential risks. REMS can include medication guides, communication plans for healthcare professionals and elements to assure safe use ("ETASU"). ETASU can include, but are not limited to, special training or certification for prescribing or dispensing, dispensing only under certain circumstances, special monitoring and the use of patient registries. The requirement for a REMS can materially affect the potential market and profitability of the drug. Moreover, product approval may require substantial post-approval testing and surveillance to monitor the drug's safety or efficacy. Once granted, product approvals may be withdrawn if compliance with regulatory standards is not maintained or problems are identified following initial marketing.

Changes to some of the conditions established in an approved application, including changes in indications, labeling, or manufacturing processes or facilities, require submission and FDA approval of a new NDA or NDA supplement before the change can be implemented. An NDA supplement for a new indication typically requires clinical data similar to that in the original application, and the FDA generally uses the same procedures and actions in reviewing NDA supplements as it does in reviewing NDAs.

Section 505(b)(2) New Drug Applications

Most drug products obtain FDA marketing approval pursuant to an NDA filed under section 505(b)(1) of the FDC Act. An alternative is a special type of NDA, commonly referred to as a Section 505(b)(2) NDA ("505(b)(2) NDA"), which enables the applicant to rely, in part, on the FDA's previous approval of a similar product, or published literature, in support of its application.

505(b)(2) NDAs often provide an alternate path to FDA approval for new or improved formulations or new uses of previously approved products. Section 505(b)(2) permits the filing of an NDA where at least some of the information required for approval comes from studies not conducted by, or for, the applicant and for which the applicant has not obtained a right of reference. If the 505(b)(2) NDA applicant can establish that reliance on the FDA's previous approval is scientifically appropriate, it may eliminate the need to conduct certain preclinical or clinical studies of the new product. The FDA may also require companies to perform additional studies or measurements to support the change from the approved product. The FDA may then approve the new product candidate for all, or some, of the label indications for which the referenced product has been approved, as well as for any new indication sought by the Section 505(b)(2) NDA applicant.

Biologics

Biological products used for the prevention, treatment or cure of a disease or condition of a human being are subject to regulation under the FDC Act, except the section of the FDC Act which governs the approval of NDAs. Biological products are approved for marketing under provisions of the Public Health Service Act ("PHSA"), via a Biologics License Application ("BLA"). However, the application process and requirements for approval of BLAs and BLA supplements, including review timelines, are very similar to those for NDAs and NDA supplements, and biologics are associated with similar approval risks and costs as other drugs.

Post-Approval Requirements

Once an NDA is approved, a product will be subject to certain post-approval requirements. For instance, the FDA closely regulates the post-approval marketing and promotion of drugs, including standards and regulations for direct-to-consumer advertising, off-label promotion, industry-sponsored scientific and educational activities and promotional activities involving the internet. Drugs may be marketed only for the approved indications and in accordance with the provisions of the approved labeling.

Adverse event reporting and submission of periodic safety reports is required following FDA approval of an NDA. The FDA also may require post-marketing testing, known as Phase 4 testing, REMS and surveillance to monitor the effects of an approved product, or the FDA may place conditions on an approval that could restrict the distribution or use of the product. In addition, quality-control, drug manufacture, packaging and labeling procedures must continue to conform to cGMPs after approval. Drug manufacturers and certain of their subcontractors are required to register their establishments with the FDA and certain state agencies. Registration with the FDA subjects entities to periodic unannounced inspections by the FDA, during which the agency inspects manufacturing facilities to assess compliance with cGMPs. Accordingly, manufacturers must continue to expend time, money and effort in the areas of production and quality-control to maintain compliance with cGMPs. Regulatory authorities may withdraw product approvals or request product recalls if a company fails to comply with regulatory standards, if it encounters problems following initial marketing, or if previously unrecognized problems are subsequently discovered.

Pediatric Information

Under the Pediatric Research Equity Act, NDAs or supplements to NDAs must contain data to assess the safety and effectiveness of the drug for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the drug is safe and effective. The FDA may grant full or partial waivers, or deferrals, for submission of data.

The Best Pharmaceuticals for Children Act ("BPCA") provides NDA holders a six-month extension of any exclusivity, patent or non-patent, for a drug if certain conditions are met. Conditions for exclusivity include the FDA's determination that information relating to the use of a new drug in the pediatric population may produce health benefits in that population, the FDA making a written request for pediatric studies and the applicant agreeing to perform, and reporting on, the requested studies within the statutory timeframe. Applications under the BPCA are treated as priority applications, with all of the benefits that designation confers.

Disclosure of Clinical Trial Information

Sponsors of clinical trials of FDA-regulated products, including drugs, are required to register and disclose certain clinical trial information. Information related to the product, patient population, phase of investigation, study sites and investigators and other aspects of the clinical trial is then made public as part of the registration. Sponsors are also obligated to disclose the results of their clinical trials after completion. Competitors may use this publicly available information to gain knowledge regarding the progress of our programs.

Regenerative Medicine Advanced Therapies (RMAT) Designation

The FDA has established a Regenerative Medicine Advanced Therapy (“RMAT”) designation as part of its implementation of the 21st Century Cures Act, or Cures Act. The RMAT designation program is intended to fulfill the Cures Act requirement that the FDA facilitate an efficient development program for, and expedite review of, any drug that meets the following criteria: (1) it qualifies as a RMAT, which is defined as a cell therapy, therapeutic tissue engineering product, human cell and tissue product, or any combination product using such therapies or products, with limited exceptions; (2) it is intended to treat, modify, reverse, or cure a serious or life-threatening disease or condition; and (3) preliminary clinical evidence indicates that the drug has the potential to address unmet medical needs for such a disease or condition. Like breakthrough therapy designation, RMAT designation provides potential benefits that include more frequent meetings with FDA to discuss the development plan for the product candidate, and eligibility for rolling review and priority review. Products granted RMAT designation may also be eligible for accelerated approval on the basis of a surrogate or intermediate endpoint reasonably likely to predict long-term clinical benefit, or reliance upon data obtained from a meaningful number of sites, including through expansion to additional sites. RMAT-designated products that receive accelerated approval may, as appropriate, fulfill their post-approval requirements through the submission of clinical evidence, clinical studies, patient registries, or other sources of real world evidence (such as electronic health records); through the collection of larger confirmatory data sets; or via post-approval monitoring of all patients treated with such therapy prior to approval of the therapy.

Other Regulatory Factors. Political, economic and regulatory influences are fundamentally changing the healthcare industry in the United States. Congress, state legislatures and the private sector continue to review and assess alternative healthcare delivery and payment systems. Potential alternative approaches could include mandated basic healthcare benefits, controls on healthcare spending through limitations on the growth of private health insurance premiums and Medicare and Medicaid spending, the creation of large insurance purchasing groups, and price controls. Legislative debate is expected to continue in the future and market forces are expected to demand only modest increases or reduced costs. For instance, managed care entities are demanding lower reimbursement rates from healthcare providers and, in some cases, are requiring or encouraging providers to accept capitated payments that may not allow providers to cover their full costs or realize traditional levels of profitability. We cannot reasonably predict what impact the adoption of federal or state healthcare reform measures or future private sector reform may have on our business.

In recent years, federal and state governments have launched several initiatives aimed at uncovering behavior that violates the federal civil and criminal laws regarding false claims and fraudulent billing and coding practices. Such laws require providers to adhere to complex reimbursement requirements regarding proper billing and coding in order to be compensated for their services by government payers. Our compliance program requires adherence to applicable law and promotes reimbursement education and training; however, a determination that our clinics’ billing and coding practices are false or fraudulent could have a material adverse effect on us.

As a result of our participation in the Medicare and Medicaid programs, we are subject to various governmental inspections, reviews, audits and investigations to verify our compliance with these programs and applicable laws and regulations. Managed care payers may also reserve the right to conduct audits. An adverse inspection, review, audit or investigation could result in refunding amounts we have been paid; fines penalties and/or revocation of billing privileges for the affected clinics; exclusion from participation in the Medicare or Medicaid programs or one or more managed care payer network; or damage to our reputation.

We and our outpatient medical clinics are subject to federal and state laws prohibiting entities and individuals from knowingly and willfully making claims to Medicare, Medicaid and other governmental programs and third-party payers that contain false or fraudulent information. The federal False Claims Act encourages private individuals to file suits on behalf of the government against healthcare providers such as us. As such suits are generally filed under seal with a court to allow the government adequate time to investigate and determine whether it will intervene in the action, the implicated healthcare providers often are unaware of the suit until the government has made its determination and the seal is lifted. Violations or alleged violations of such laws, and any related lawsuits, could result in (i) exclusion from participation in Medicare, Medicaid and other federal healthcare programs, or (ii) significant financial or criminal sanctions, resulting in the possibility of substantial financial penalties for small billing errors that are replicated in a large number of claims, as each individual claim could be deemed a separate violation. In addition, many states also have enacted similar statutes, which may include criminal penalties, substantial fines, and treble damages.

Employees

As of May 23, 2018, after giving effect to the Acquisitions, we employed approximately 74 people, of which 58 were full-time employees. As of that date, none of our employees were governed by collective bargaining agreements or were members of a union. We consider our relations with our employees to be very good.

In the states in which our current outpatient clinics are located, persons performing designated medical or physical therapy services are required to be licensed by the state. Based on standard employee screening systems in place, all persons currently employed by us who are required to be licensed are licensed. We are not aware of any federal licensing requirements applicable to our employees.

Medical and Scientific Advisory Board

We intend to establish a Medical and Scientific Advisory Board comprised of physicians, other healthcare professionals, scientific researchers and university professors with experience in the areas of regenerative medicine. The Advisory Board is expected to meet periodically with our Board of Directors and management to discuss matters relating to our orthopedic therapies, range of medical treatments and strategic direction. Members of the Advisory board will be reimbursed by us for out-of-pocket expenses incurred in serving on the Advisory Board. We do not expect any Advisory Board members will have a conflict of interest between their obligation to us and their obligations to other companies or organizations.

Facilities

We manage our business operations from our principal executive office in Brentwood, Tennessee, in approximately 7,500 square feet of leased space. Our office lease extends through July 2024, under which we currently pay \$17,465 per month. Our business is conducted at six outpatient medical clinics. Additionally, we are currently negotiating a purchase agreement to acquire a medical practice building in Lexington, Kentucky, where our seventh outpatient medical clinic, named the Tony Delk Center, opened on July 2, 2018. For more information about our outpatient locations and the terms of their leases, see "Our Operations" above.

We expect total rent expense to be approximately \$636,170 under our office and medical clinic leases for 2018.

We believe our present office space and locations are adequate for our current operations and for near-term planned expansion.

Legal Proceedings

There are no legal proceedings or arbitration proceedings currently pending against our company.

MANAGEMENT

Executive Officers and Directors

The following table sets forth certain information regarding our executive officers and directors as of the date of this prospectus:

Name	Age	Position
Jeffrey S. Ervin	40	Chief Executive Officer and Director
Matthew C. Wallis, DC	44	Chief Operating Officer and Director
D. Anthony Bond, CPA	56	Chief Financial Officer
Edward S. Bredniak	60	Director

The following information provides a brief description of the business experience of each executive officer and director.

Executive Officers and Employee Directors

Jeffrey S. Ervin co-founded our company in March 2015 and serves as our Chief Executive Officer and a member of our Board of Directors. Mr. Ervin earned his M.B.A. from Vanderbilt University and has a history of working within strategic finance roles in the healthcare and high tech industries. Following his M.B.A., Mr. Ervin was the Senior Financial Analyst and Vice President of Finance for the Baptist Hospital System of Nashville from 2006 to September 2011, responsible for sourcing and managing direct investments to satisfy pension obligations. After these five years, Mr. Ervin joined Medicare.com parent Medx Publishing in October 2011 as the senior financial officer tasked with building administrative functions to satisfy rapid growth in the CMS education sector. During his time through February 2015, Medicare.com earned INC. 500 recognition and he was instrumental in the acquisition of Medicaid.com which was sold to United Healthcare Group. Mr. Ervin was also responsible for the disposition and ultimate sale of Medicare.com to eHealth Insurance.

As our Chief Executive Officer and a director, Mr. Ervin leads the Board and manages our company. Mr. Ervin brings extensive healthcare services industry knowledge and a deep background in growing early stage companies, mergers and acquisitions and capital market activities. His service as the Chief Executive Officer and a director creates a critical link between management and the Board.

Matthew C. Wallis, DC co-founded our company in March 2015 and serves as our Chief Operating Officer and a member of our Board of Directors. Dr. Wallis established the first Integrated Medicine and Chiropractic (IMAC) Regeneration Center in August 2000 and has led the Paducah, Kentucky center since then. Prior to establishing the first IMAC medical clinic, Dr. Wallis practiced as a licensed chiropractor in Kentucky. As our Chief Operating Officer, Dr. Wallis, has implemented consistent operating efficiencies for our sales, marketing and serviced delivery operations. Dr. Wallis received a Doctor of Chiropractic (DC) degree from Life University.

Dr. Wallis' 18 years of experience in the healthcare services industry, day-to-day operational leadership of our initial Paducah, Kentucky medical clinic and in-depth knowledge of our company's rehabilitative services make him well qualified as a member of the Board.

D. Anthony Bond, CPA joined our company in October 2017 and serves as our Chief Financial Officer. Mr. Bond served from 2012 to September 2017 in senior financial capacities as an outside financial consultant with several healthcare organizations managing multi-state operations. From 2008 to 2012, Mr. Bond served as a Group Chief Financial Officer for Symbion Surgery Centers, a company with 20 surgery center facilities and two hospitals. Mr. Bond received a B.A. degree in Accounting from Middle Tennessee State University and is a Certified Public Accountant.

Edward S. Bredniak became a member of our Board of Directors in November 2015. Since 1995, Mr. Bredniak has been a partner and senior executive officer of CCMA, LLC, a global trading house focused on metals, alloys and other raw materials, and since 2011, the owner and manager of LABES, LLC, a farming operation growing wheat, soybeans and corn, both of which are privately held. Mr. Bredniak earned a B.A. degree in economics and communications from the University of Pittsburgh.

Mr. Bredniak provides decades of experience in leading and managing business operations, making him well qualified to be a member of the Board.

Non-Employee Directors

We have undertaken to identify and elect three independent directors with relevant business experience before we circulate a preliminary prospectus for this offering.

Board Composition

Our business and affairs are managed under the direction of our board of directors. The number of directors is determined by our board of directors, subject to the terms of our certificate of incorporation and bylaws that will become effective upon the completion of this offering. Upon the completion of this offering, our board of directors will consist of five members.

Director Independence

Upon the completion of this offering, our common stock will be listed on The Nasdaq Capital Market. Under Nasdaq rules, independent directors must comprise a majority of a listed company's board of directors within a specified period after completion of this offering. In addition, Nasdaq rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and governance committees must be independent. Under Nasdaq rules, a director will only qualify as an "independent director" if, in the opinion of that company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee: (i) accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries; or (ii) be an affiliated person of the listed company or any of its subsidiaries.

Our board of directors undertook a review of its composition, the composition of its committees and the independence of each director. Based upon information requested from and provided by each director concerning his or her background, employment and affiliations, including family relationships, our board of directors has determined that [●], [●] and [●], representing a majority of our directors, do not have any relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under Nasdaq rules. In making these determinations, our board of directors considered the relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director.

Board Committees

Upon the closing of this offering, our board of directors will have three standing committees: an audit committee, a compensation committee and a nominating and corporate governance committee. Under Nasdaq rules, the membership of the audit committee is required to consist entirely of independent directors, subject to applicable phase-in periods. The following is a brief description of our committees.

Audit committee. In accordance with our audit committee charter, after this offering, our audit committee will: oversee our corporate accounting and financial reporting processes and our internal controls over financial reporting; evaluate the independent public accounting firm’s qualifications, independence and performance; engage and provide for the compensation of the independent public accounting firm; approve the retention of the independent public accounting firm to perform any proposed permissible non-audit services; review our consolidated financial statements; review our critical accounting policies and estimates and internal controls over financial reporting; and discuss with management and the independent registered public accounting firm the results of the annual audit and the reviews of our quarterly consolidated financial statements. We believe that our audit committee members meet the requirements for financial literacy under the current requirements of the Sarbanes-Oxley Act, Nasdaq and SEC rules and regulations. In addition, the board of directors has determined that [•] is qualified as an audit committee financial expert within the meaning of SEC regulations. We have made this determination based on information received by our board of directors, including questionnaires provided by the members of our audit committee. We plan on naming the individuals who will serve on this committee prior to marketing this offering.

Compensation committee. In accordance with our compensation committee charter, after this offering, our compensation committee will review and recommend policies relating to compensation and benefits of our officers and employees, including reviewing and approving corporate goals and objectives relevant to compensation of the Chief Executive Officer and other senior officers, evaluating the performance of these officers in light of those goals and objectives and setting compensation of these officers based on such evaluations. The compensation committee will also administer the issuance of stock options and other awards under our equity-based incentive plans. We believe that the composition of our compensation committee meets the requirements for independence under, and the functioning of our compensation committee complies with, any applicable requirements of the Sarbanes-Oxley Act, Nasdaq and SEC rules and regulations. We intend to comply with future requirements to the extent they become applicable to us. We plan on naming the individuals who will serve on this committee prior to marketing this offering.

Nominating and governance committee. In accordance with our nominating and governance committee charter, after this offering, our nominating and governance committee will recommend to the board of directors nominees for election as directors, and meet as necessary to review director candidates and nominees for election as directors; recommend members for each committee of the board; oversee corporate governance standards and compliance with applicable listing and regulatory requirements; develop and recommend to the board governance principles applicable to the company; and oversee the evaluation of the board and its committees. We believe that the composition of our nominating and governance committee meets the requirements for independence under, and the functioning of our compensation committee complies with, any applicable requirements of the Sarbanes-Oxley Act, Nasdaq and SEC rules and regulations. We intend to comply with future requirements to the extent they become applicable to us. We plan on naming the individuals who will serve on this committee prior to marketing this offering.

Code of Business Conduct and Ethics

We will adopt a new code of business conduct and ethics that applies to all of our officers, directors and employees, including our principal executive officer, principal financial officer, principal accounting officer and controller, or persons performing similar functions, which will be posted on our website. Our code of business conduct and ethics is a “code of ethics,” as defined in Item 406(b) of Regulation S-K. The information contained on, or accessible from, our website is not part of this prospectus by reference or otherwise. We will make any legally required disclosures regarding amendments to, or waivers of, provisions of our code of business conduct and ethics on our website.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is an executive officer or employee of our company. None of our executive officers serves as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Limitations on Director and Officer Liability and Indemnification

Our certificate of incorporation limits the liability of our directors to the maximum extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors, except liability for:

- any breach of their duty of loyalty to the corporation or its stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Our certificate of incorporation and our bylaws provide that we are required to indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law. Any repeal of or modification to our certificate of incorporation and our bylaws may not adversely affect any right or protection of a director or officer for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal. Upon completion of this offering, our bylaws will also provide that we shall advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in connection with their services to us, regardless of whether our bylaws permit such indemnification.

Prior to the completion of this offering, we intend to enter into separate indemnification agreements with our directors and executive officers, in addition to the indemnification provided for in our bylaws. These agreements, among other things, provide that we will indemnify our directors and executive officers for certain expenses (including attorneys' fees), judgments, fines, penalties and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of such person's services as one of our directors or executive officers, or any other company or enterprise to which the person provides services at our request. We believe that these provisions and agreements are necessary to attract and retain qualified persons as directors and executive officers.

The limitation of liability and indemnification provisions that will be contained in our certificate of incorporation and our bylaws upon completion of this offering may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. There is no pending litigation or proceeding involving one of our directors or executive officers as to which indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth summary compensation information for the following persons: (i) all persons serving as our principal executive officer during the years ended December 31, 2017 and 2016, and (ii) our two other most highly compensated executive officers who received compensation during the years ended December 31, 2017 and 2016 of at least \$100,000 and who were executive officers on December 31, 2017 and 2016. We refer to these persons as our “named executive officers” in this prospectus. The following table includes all compensation earned by the named executive officers for the respective period, regardless of whether such amounts were actually paid during the period:

Name and Position	Years	Salary	Bonus	Stock Awards	Option Awards	Non-equity Incentive Plan Compensation	Non-qualified Deferred Compensation Earnings	All Other Compensation	Total
Jeffrey S. Ervin, Chief Executive Officer	2017	\$ 155,000	—	—	—	—	—	\$ 40,000	\$ 195,000
	2016	\$ 152,885	—	—	—	—	—	—	\$ 152,885
Matthew C. Wallis, Chief Operating Officer	2017	\$ 6,000	—	—	—	—	—	—	\$ 6,000
	2016	\$ 6,231	—	—	—	—	—	—	\$ 6,231
D. Anthony Bond, Chief Financial Officer (1)	2017	\$ 26,754	—	—	—	—	—	—	\$ 26,754

(1) Mr. Bond joined our company in October 2017.

Employment Agreements

Prior to the closing of this offering, we intend to enter into an employment agreement with each of our named executive officers. We expect that each of the agreements will become effective on the closing date of this offering, and will have an initial term that ends three years after the closing date with automatic one-year renewal periods thereafter.

Outstanding Equity Awards at December 31, 2017

No stock options or other equity awards were granted to any of our named executive officers during the year ended December 31, 2017, and no such awards were outstanding as of such date.

2018 Incentive Compensation Plan

Under our 2018 Incentive Compensation Plan (the “Plan”), adopted by our board of directors and holders of a majority of our outstanding shares of common stock in May 2018, 1,000,000 shares of common stock (subject to certain adjustments) are reserved for issuance upon exercise of stock options and grants of other equity awards. The Plan is designed to serve as an incentive for attracting and retaining qualified and motivated employees, officers, directors, consultants and other persons who provide services to us. The compensation committee of our board of directors administers and interprets the Plan and is authorized to grant stock options and other equity awards thereunder to all eligible employees of our company, including non-employee consultants to our company and directors.

The Plan provides for the granting of “incentive stock options” (as defined in Section 422 of the Code), non-statutory stock options, stock appreciation rights, shares of restricted stock, restricted stock units, deferred stock, dividend equivalents, bonus stock and awards in lieu of cash compensation, other stock-based awards and performance awards. Options may be granted under the Plan on such terms and at such prices as determined by the compensation committee of the board, except that the per share exercise price of the stock options cannot be less than the fair market value of our common stock on the date of grant. Each option will be exercisable after the period or periods specified in the stock option agreement, but all stock options must be exercised within ten years from the date of grant. Options granted under the Plan are not transferable other than by will or by the laws of descent and distribution. The compensation committee of the board has the authority to amend or terminate the Plan, provided that no amendment shall be made without stockholder approval if such stockholder approval is necessary to comply with any tax or regulatory requirement. Unless terminated sooner, the Plan will terminate ten years from its effective date.

The compensation committee granted to _____ and _____ stock options under the Plan to purchase _____ and _____ shares of common stock, respectively, at an exercise price equal to the initial public offering price of the common stock in this offering. The stock options will vest in three equal annual installments commencing one year from the date of this prospectus and expire ten years from the date of grant. The compensation committee intends to grant stock options to other key employees and non-executive directors of our company.

Director Compensation

Following the closing of this offering, we intend to compensate each non-employee director through annual stock option grants and by paying a cash fee for each board of directors and committee meeting attended. Currently, our directors do not receive salaries or fees for serving on our board of directors, nor do they receive any compensation for serving on committees. No compensation was paid to our directors in the year ended December 31, 2017. Our board of directors will review director compensation annually and adjust it according to then current market conditions and good business practices.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Policies and Procedures for Transactions with Related Persons

Our board of directors intends to adopt a written related person transaction policy to set forth the policies and procedures for the review and approval or ratification of related person transactions. Related persons include any executive officer, director or a holder of more than 5% of our common stock, including any of their immediate family members and any entity owned or controlled by such persons. Related person transactions refers to any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships in which (i) we were or are to be a participant, (ii) the amount involved exceeds \$120,000, and (iii) a related person had or will have a direct or indirect material interest. Related person transactions include, without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness, and employment by us of a related person, in each case subject to certain exceptions set forth in Item 404 of Regulation S-K under the Securities Act.

We expect that the policy will provide that in any related person transaction, our audit committee and board of directors will consider all of the available material facts and circumstances of the transaction, including: the direct and indirect interests of the related persons; in the event the related person is a director (or immediate family member of a director or an entity with which a director is affiliated), the impact that the transaction will have on a director's independence; the risks, costs and benefits of the transaction to us; and whether any alternative transactions or sources for comparable services or products are available. After considering all such facts and circumstances, our audit committee and board of directors will determine whether approval or ratification of the related person transaction is in our best interests. For example, if our audit committee determines that the proposed terms of a related person transaction are reasonable and at least as favorable as could have been obtained from unrelated third parties, it will recommend to our board of directors that such transaction be approved or ratified. In addition, once we become a public company, if a related person transaction will compromise the independence of one of our directors, our audit committee may recommend that our board of directors reject the transaction if it could affect our ability to comply with securities laws and regulations or Nasdaq listing requirements.

Each transaction described in "Certain Relationships and Related Transactions" was entered into prior to the adoption of our audit committee charter and the foregoing policy proposal.

Corporate Conversion

Effective June 1, 2018, we converted to a Delaware corporation and changed our name to IMAC Holdings, Inc. Prior to June 1, 2018, we were a Kentucky limited liability company controlled by Matthew C. Wallis, DC, Jason Brame, DC, and Jeffrey S. Ervin. Upon the Corporate Conversion, all of our outstanding membership interests were exchanged on a proportional basis for shares of common stock of IMAC Holdings, Inc.

Business Transactions

IMAC Management Services, LLC (formerly Clinic Management Associates, LLC) holds a long-term Management Services Agreement with Integrated Medicine and Chiropractic Regeneration Center PSC, a professional service corporation controlled by our co-founders Matthew C. Wallis, DC, and Jason Brame, DC, which operates two IMAC Regeneration Centers in Kentucky. On June 29, 2018, Clinic Management Associates, LLC, controlled by Drs. Wallis and Brame, merged with and into our subsidiary IMAC Management Services, LLC. IMAC Management Services, LLC provides exclusive comprehensive management and related administrative services to the IMAC Regeneration Centers under the Management Services Agreement. Pursuant to the merger agreement with Clinic Management Associates, LLC, we agreed to pay the sum of \$4,598,576 to its former owners in a combination of cash and shares of common stock upon the closing of this offering. We have not determined the breakdown of the consideration at this time. Dr. Wallis is an executive officer and greater than 5% beneficial owner in our company and will receive 75% of the sale price of Clinic Management Associates, LLC. Dr. Brame is a greater than 5% beneficial owner in our company and will receive 25% of the sale price of Clinic Management Associates, LLC. Under the Management Services Agreement, we will receive service fees based on the cost of the services we provide, plus a specified markup percentage, and a discretionary annual bonus. The Management Services Agreement is exclusive, extends through June 2048 and does not provide for renewal.

We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Center of St. Louis, LLC to acquire the remaining 64% of the outstanding units of the limited liability company membership interests we did not already own. This entity, doing business as the Ozzie Smith Center, operates two locations in Missouri. Pursuant to the terms of the Unit Purchase Agreement, we agreed to pay IMAC Regeneration Center of St. Louis, LLC's former owners upon the closing of this offering an amount of cash and shares of common stock in the aggregate amount of \$1,490,632. The effective date of the transaction was June 1, 2018. Dr. Wallis is an executive officer and greater than 5% beneficial owner in our company and will receive cash and stock compensation of \$372,658 of the sale price.

We entered into a Unit Purchase Agreement with the equity owners of IMAC Regeneration Management of Nashville, LLC to acquire the remaining 24 % of the outstanding units of the limited liability company membership interests we did not already own for an amount equal to \$120,000 in cash and \$180,000 principal amount of 4% convertible notes (on the same terms as in our 2018 private placement). The effective date of this transaction was June 1, 2018. IMAC Regeneration Management of Nashville, LLC, now our 100%-owned subsidiary, and IMAC Regeneration Center of Nashville, P.C. previously agreed to a long-term, exclusive management services agreement on November 1, 2016. Mr. Ervin is an executive officer and greater than 5% beneficial owner in our company and will receive \$50,000 of the sale price.

We are compensated under each of our management services agreements through service fees based on the cost of the services provided, plus a specified markup percentage, and a discretionary annual bonus determined in the sole discretion of each professional service corporation. Under our management services agreements, all obligations owed to us by the professional service corporations are secured by all accounts receivable, contract rights, revenues and general intangibles of the applicable professional service corporation. The management services agreements may be terminated by mutual agreement of the parties, by a non-breaching party after 30 days following an uncured breach by the other party, upon a bankruptcy of either party or by us upon 90 days' prior written notice to the other party.

IMAC Regeneration Center, PSC, IMAC Management Services, LLC, IMAC Regeneration Center of St. Louis, LLC and IMAC Regeneration Management of Nashville, LLC are related companies having common ownership with us and our controlling stockholders and have been operating together with us as a single group since 2015.

Related Party Transactions

Integrated Medicine and Chiropractic Regeneration Center PSC advanced monies to and leased real estate from OLM, a related company. OLM is a variable interest entity, formed by Jason Brame, a founding member of our company, and the spouse of Matthew C. Wallis, DC, our Chief Operating Officer and director, to purchase real estate for expansion of the Kentucky medical clinic. In 2017, OLM decided to not develop the real estate, which was sold. IMAC of Western Kentucky PSC sustained the loss related to the real estate sale. The financial statements of OLM have not been included in our consolidated financial statements since IMAC of Western Kentucky PSC was deemed the primary beneficiary of OLM.

We contract with SpeakLife to provide staff training and patient advocacy services for \$99,000 per year. SpeakLife is owned by Mr. Brame.

We contract with UCI to provide marketing services to chiropractic practitioners and sources opportunities to expand chiropractic practices into regenerative medicine for \$144,000 per year. UCI is owned by the spouse of Dr. Wallis.

We have a note payable to The Edward S. Bredniak Trust, the trustee of which is Edward S. Bredniak, a director of our company, in the amount of \$500,000 dated December 1, 2016. The note requires 36 monthly installments of \$8,534 including principal and interest. The interest rate is fixed at 5% per annum. The note matures and has a balloon payment of \$250,000 on December 31, 2019, and is secured by the personal guarantees of our former members. The proceeds of the note were used to secure our medical clinic lease in Chesterfield, Missouri.

On June 1, 2018, we entered into a note payable to The Edward S. Bredniak Trust in the amount of up to \$2,000,000. An existing note payable with this entity in the amount of \$379,675.60 will be combined into the new note payable. The note carries an interest rate of 10% per annum and all outstanding balances are due and payable at the closing of this offering. The proceeds of this note are being used to satisfy ongoing working capital needs, expenses related to the preparation and execution of this offering, equipment and construction costs related to new clinic locations, and potential business combination and transaction expenses. See also "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources."

Indemnification Agreements

We intend to enter into an indemnification agreement with each of our directors and executive officers. The indemnification agreements and our certificate of incorporation and bylaws require us to indemnify our directors and executive officers to the fullest extent permitted by Delaware law. See "Management—Limitations on Director and Officer Liability and Indemnification."

PRINCIPAL STOCKHOLDERS

The following table and accompanying footnotes set forth certain information with respect to the beneficial ownership of our common stock as of August 9, 2018, referred to in the table below as the “Beneficial Ownership Date,” and as adjusted to reflect the sale of shares of our common stock offered by this prospectus, by:

- each person who is known to be the beneficial owner of 5% or more of the outstanding shares of our common stock;
- each member of our board of directors and each of our named executive officers individually; and
- all our directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to stock options or warrants held by that person that are currently exercisable or exercisable within 60 days of the Beneficial Ownership Date and shares of restricted stock subject to vesting until the occurrence of certain events, including the closing of this offering, are deemed outstanding, but are not deemed outstanding for computing the percentage ownership of any other person. Percentage of beneficial ownership is based on [●] shares of common stock outstanding as of the Beneficial Ownership Date and [●] shares of common stock outstanding immediately after this offering, assuming that the underwriter will not exercise its option to purchase up to [●] additional shares of our common stock from us in full.

To our knowledge, except as set forth in the footnotes to this table and subject to applicable community property laws, each person named in the table has sole voting and investment power with respect to the shares set forth opposite such person’s name. Except as otherwise indicated, the address of each of the persons in this table is c/o IMAC Holdings, Inc., 1605 Westgate Circle, Brentwood, Tennessee 37027. Each of the persons and entities named in the table below acquired their shares of common stock pursuant to the Corporate Conversion. See “Corporate Conversion” for additional information.

Name of Beneficial Owner	Shares Beneficially Owned Prior to Offering	Percentage Beneficially Owned Before Offering	Percentage Beneficially Owned After Offering
Jeffrey S. Ervin			
Matthew C. Wallis			
D. Anthony Bond			
Edward S. Bredniak			
All directors and executive officers as a group (___ persons)			

* Less than 1% of outstanding shares.

DESCRIPTION OF CAPITAL STOCK

The following description summarizes important terms of our capital stock. For a complete description, you should refer to our certificate of incorporation and bylaws, forms of which are incorporated by reference to the exhibits to the registration statement of which this prospectus is a part, as well as the relevant portions of the Delaware law. References to our certificate of incorporation and bylaws are to our certificate of incorporation and our bylaws, respectively, each of which will become effective upon completion of this offering. The description of our common stock and preferred stock reflects the completion of the Corporate Conversion that was effective as of May 31, 2018.

General

Prior to May 31, 2018, we were a Kentucky limited liability company and the rights and obligations of our members were governed by the IMAC Holdings, LLC operating agreement. On May 31, 2018, we effected the Corporate Conversion pursuant to which we converted into a Delaware corporation and changed our name to IMAC Holdings, Inc. The rights and obligations set forth in the IMAC Holdings, LLC operating agreement terminated immediately prior to the consummation of the Corporate Conversion. As of May 31, 2018, we are a federal taxpayer as opposed to a pass-through entity for tax purposes. The following description of our capital stock is a summary and is qualified in its entirety by reference to our certificate of incorporation and our bylaws, the forms of which are filed as exhibits to the registration statement of which this prospectus forms a part.

Upon closing of this offering, our authorized capital stock will consist of 30,000,000 shares of common stock with a \$0.001 par value per share, and 5,000,000 shares of preferred stock with a \$0.001 par value per share, all of which shares of preferred stock are undesignated. Our board of directors may establish the rights and preferences of the preferred stock from time to time. As of August 9, 2018, there were [●] shares of common stock issued and outstanding, held of record by [●] stockholders, and no shares of preferred stock issued or outstanding.

Common Stock

Each holder of our common stock is entitled to one vote for each share on all matters to be voted upon by the stockholders and there are no cumulative rights. Subject to any preferential rights of any outstanding preferred stock, holders of our common stock are entitled to receive ratably the dividends, if any, as may be declared from time to time by the board of directors out of legally available funds. If there is a liquidation, dissolution or winding up of our company, holders of our common stock would be entitled to share in our assets remaining after the payment of liabilities and any preferential rights of any outstanding preferred stock.

Holders of our common stock have no preemptive or conversion rights or other subscription rights, and there are no redemption or sinking fund provisions applicable to the common stock. All outstanding shares of our common stock will be fully paid and non-assessable. The rights, preferences and privileges of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock which we may designate and issue in the future.

Preferred Stock

Under the terms of our certificate of incorporation, our board of directors is authorized to issue shares of preferred stock in one or more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible future acquisitions and other corporate purposes, will affect, and may adversely affect, the rights of holders of common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of common stock until the board of directors determines the specific rights attached to that preferred stock. The effects of issuing preferred stock could include one or more of the following:

- restricting dividends on the common stock;
- diluting the voting power of the common stock;
- impairing the liquidation rights of the common stock; or
- delaying or preventing changes in control or management of our company.

We have no present plans to issue any shares of preferred stock.

Warrants

We have agreed to sell to the Underwriter, for nominal consideration, warrants to purchase up to [●] shares of our common stock as additional consideration to the Underwriter in this offering. In addition, we have granted the Underwriter “piggyback” registration rights with respect to the underlying shares. This piggyback registration right will not be greater than five years from the effective date of this offering in compliance with FINRA Rule 5110(f)(2)(G)(v). See “Underwriting.”

Effect of Certain Provisions of our Charter and Bylaws and the Delaware Anti-Takeover Statute

Certain provisions of Delaware law, our certificate of incorporation and our bylaws contain provisions that could have the effect of delaying, deferring or discouraging another party from acquiring control of us. These provisions, which are summarized below, may have the effect of discouraging coercive takeover practices and inadequate takeover bids. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

No cumulative voting

The Delaware General Corporation Law provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless our certificate of incorporation provides otherwise. Our certificate of incorporation and bylaws prohibit cumulative voting in the election of directors.

Undesignated preferred stock

The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue one or more series of preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in control or management of our company.

Calling of special meetings of stockholders and action by written consent

Our charter documents provide that a special meeting of stockholders may be called only by resolution adopted by our board of directors, chairman of the board of directors or chief executive officer or upon the written request of stockholders owning at least 33¹/₃% of the outstanding common stock. Stockholder owning less than such required amount may not call a special meeting, which may delay the ability of our stockholders to force consideration of a proposal or for holders controlling a majority of our capital stock to take any action, including the removal of directors.

Our charter documents provide that any action required or permitted to be taken by the stockholders of the company must be effected at a duly called annual or special meeting of stockholders and may not be effected by any consent in writing by the stockholders.

Requirements for advance notification of stockholder nominations and proposals

Our bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. However, our bylaws may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed. These provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

Amendment of certificate of incorporation and bylaws

The amendment of certain provisions (including the above provisions) of our certificate of incorporation and bylaws requires approval by holders of at least two-thirds of our outstanding capital stock entitled to vote generally in the election of directors.

Section 203 of the Delaware General Corporation Law

Upon completion of this offering, we will be subject to the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that this stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, lease, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Choice of Forum

Our certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or if no Court of Chancery located within the State of Delaware has jurisdiction, the Federal District Court for the District of Delaware) will be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by our directors, officers, or other employees to us or to our stockholders, (iii) any action asserting a claim against us or any director, officer or other employee arising pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or bylaws or (iv) any action asserting a claim against us or any director, officer or other employee that is governed by the internal affairs doctrine. It is possible that a court could rule that this provision is not applicable or is unenforceable. Any person or entity purchasing or otherwise acquiring shares of our capital stock will be deemed to have notice of and consented to this provision of our certificate of incorporation.

Limitations of Liability and Indemnification

See “Certain Relationships and Related Transactions—Indemnification Agreements.”

Exchange Listing

We intend to list our common stock for trading on The Nasdaq Capital Market under the symbol “IMAC.”

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common stock will be Equity Stock Transfer, LLC. The transfer agent and registrar’s address is 237 West 37th Street, Suite 602, New York, NY 10018.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has not been a public market for shares of our common stock. Future sales of substantial amounts of shares of our common stock, including shares issued upon the exercise of outstanding options, in the public market after our initial public offering, or the possibility of these sales occurring, could cause the prevailing market price for our common stock to fall or impair our ability to raise equity capital in the future.

We will have [●] shares of common stock outstanding immediately after the completion of this offering based on the number of shares outstanding on August 9, 2018 and assuming no exercise of outstanding options after such date (or [●] shares if the underwriter exercises its over-allotment option to purchase additional shares in full). Of those shares, the [●] shares of common stock sold in the offering (or [●] shares if the underwriter exercises its over-allotment option to purchase additional shares in full) will be freely transferable without restriction, unless purchased by persons deemed to be our “affiliates” as that term is defined in Rule 144 under the Securities Act. Any shares purchased by an affiliate may not be resold except pursuant to an effective registration statement or an applicable exemption from registration, including an exemption under Rule 144 promulgated under the Securities Act. The remaining [●] shares of common stock to be outstanding immediately following the completion of this offering are “restricted,” which means they were originally sold in offerings that were not registered under the Securities Act. Restricted shares may be sold through registration under the Securities Act or under an available exemption from registration, such as provided through Rule 144, which rules are summarized below. Taking into account the lock-up agreements described below, and assuming the underwriter does not release any stockholders from the lock-up agreements, the restricted shares of our common stock will be available for sale in the public market as follows:

- [●] shares will be eligible for sale immediately upon completion of this offering;
- [●] shares will become eligible for sale, subject to the provisions of Rule 144 or Rule 701, upon the expiration of lock-up agreements not to sell such shares entered into between the underwriter and such stockholders beginning 180 days after the date of this prospectus; and
- [●] additional shares will be eligible for sale from time to time thereafter upon expiration of their respective six-month holding periods.

Rule 144

In general, under Rule 144 of the Securities Act, as in effect on the date of this prospectus, a person (or persons whose shares are aggregated) who has beneficially owned restricted stock for at least six months, will be entitled to sell in any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding ([●] shares immediately after this offering or [●] shares if the underwriter’s over-allotment option to purchase additional shares is exercised in full); or
- the average weekly trading volume of our common stock on Nasdaq during the four calendar weeks immediately preceding the date on which the notice of sale is filed with the SEC.
- Subject to the lock-up agreements described above, our affiliates who have beneficially owned shares of our common stock for at least six months, including the holding period of any prior owner other than one of our affiliates, will be entitled to sell within any three-month period a number of shares that does not exceed the greater of:
- 1% of the number of shares of our common stock then outstanding, which will equal approximately [●] shares immediately after this offering; and
- the average weekly trading volume in our common stock on Nasdaq during the four calendar weeks preceding the date of filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales pursuant to Rule 144 are subject to requirements relating to manner of sale, notice and availability of current public information about us. A person (or persons whose shares are aggregated) who is not deemed to be an affiliate of ours for 90 days preceding a sale, and who has beneficially owned restricted stock for at least one year is entitled to sell such shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144. Rule 144 will not be available to any stockholders until we have been subject to the reporting requirements of the Exchange Act for 90 days.

Form S-8 Registration Statement

Following the completion of this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register the shares of our common stock that are issuable pursuant to our 2018 Incentive Compensation Plan. Shares covered by this registration statement will be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described below and Rule 144 limitations applicable to affiliates.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resale of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers, directors or consultants who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under “Underwriting” included in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Lock-Up Agreements

All of the executive officers and directors and all of our stockholders have agreed that, without the prior written consent of the underwriter, we and they will not, during the period ending 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or securities convertible into or exercisable or exchangeable for our common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock;

whether any transaction described above is to be settled by delivery of shares of our common stock or such other securities, in cash or otherwise. This agreement is subject to certain exemptions, as set forth in the section entitled “Underwriting.”

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement between us and the underwriters named below, for whom Cuttone & Co., LLC is acting as the representative (the “Representative”), we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, the number of shares of our common stock listed next to its name in the following table:

Underwriter	Number of Shares
Cuttone & Co., LLC	
Total	

Under the terms of the underwriting agreement, the underwriters are committed to purchase all of the shares offered by this prospectus (other than the shares subject to the underwriters’ option to purchase additional shares), if the underwriters buy any of such shares. The underwriters’ obligation to purchase the shares is subject to satisfaction of certain conditions, including, among others, the continued accuracy of representations and warranties made by us in the underwriting agreement, delivery of legal opinions and the absence of any material changes in our assets, business or prospects after the date of this prospectus.

The underwriters initially propose to offer the common stock directly to the public at the public offering price set forth on the front cover page of this prospectus and to certain dealers at such offering price less a concession not to exceed \$[●] per share. After the initial public offering of the shares of our common stock, the offering price and other selling terms may be changed by the underwriters. Sales of shares of our common stock made outside the United States may be made by affiliates of certain of the underwriters.

We have been advised by the representative of the underwriters that the underwriters intend to make a market in our securities but that they are not obligated to do so and may discontinue making a market at any time without notice. In connection with the offering, the underwriters or certain of the securities dealers may distribute prospectuses electronically.

Over-Allotment Option

We have granted to the underwriters an option to purchase up to [●] additional shares of our common stock at the same price per share as they are paying for the shares shown in the table above. The underwriters may exercise this option in whole or in part at any time within 45 days after the date of this prospectus. To the extent the underwriters exercise this option, each underwriter will be committed, so long as the conditions of the underwriting agreement are satisfied, to purchase a number of additional shares proportionate to that underwriters’ initial commitment as indicated in the table at the beginning of this section plus, in the event that any underwriter defaults in its obligation to purchase shares under the underwriting agreement, certain additional shares.

Discounts and Commissions

Except as disclosed in this prospectus, the underwriters have not received and will not receive from us any other item of compensation or expense in connection with this offering considered by the Financial Industry Regulatory Authority, Inc. (“FINRA”), to be underwriting compensation under its rule of fair price.

The underwriting discount is equal to the public offering price per share, less the amount paid by the underwriters to us per share. The underwriting discount was determined through an arms’ length negotiation between us and the underwriters. We have agreed to sell the shares of common stock in this Offering to the underwriters at the initial offering price of \$[●] per share, which represents the initial public offering price of the shares of common stock set forth on the cover page of this prospectus less a 6.25% underwriting discount.

The following table shows the per share and total underwriting discounts and commissions we will pay to the underwriters. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares of our common stock.

	Per Share	Total	
		No Exercise	Full Exercise
Public offering price	\$	\$	\$
Underwriting discounts and commissions to be paid by us:	\$	\$	\$
Total	\$	\$	\$
Proceeds, before expenses, to us	\$	\$	\$

We estimate that the total expenses of the offering payable by us, excluding underwriting discounts and commissions, will be approximately \$_____.

We have agreed to pay a non-accountable expense allowance to the underwriters equal to 0.75% of the gross proceeds received in this Offering. In addition, we have also agreed to pay or reimburse the underwriters for their expenses, including fees of counsel in connection with filing with FINRA, in an amount not to exceed \$_____. All fees already paid shall be reimbursable to us to the extent not actually incurred. Furthermore, pursuant to the underwriting agreement, the underwriters' obligations are subject to customary conditions, representations and warranties contained in the underwriting agreement, such as receipt by the underwriters of officers' certificates and legal opinions.

Underwriter's Warrants

Upon the closing of this offering, we have agreed to issue warrants (the "Underwriter's Warrants") to the Underwriter to purchase a number of shares of the common stock equal to 4.0% of the total shares of the common stock sold in the closing. The Underwriter's Warrants are exercisable from the date that is 180 days from the effective date of the registration statement of which this prospectus forms a part and expire on the close of business on the five-year anniversary of the effective date of the registration statement of which this prospectus forms a part. The Underwriter's Warrants are not redeemable by us. The exercise price for the Underwriter's Warrants will be the amount that is 120% of the public offering price. The Underwriter's Warrants may be exercised on a cashless exercise basis.

The Underwriter's Warrants and the common stock underlying the Underwriter's Warrants have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The Underwriter, or permitted assignees under such rule, may not exercise, sell, transfer, assign, pledge or hypothecate the Underwriter's Warrants or the common stock underlying the Underwriter's Warrants, nor will the Underwriter or permitted assignees engage in any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of the Underwriter's Warrants or the underlying shares for a period of 180 days from the effective date of the registration statement of which this prospectus forms a part, except that they may be transferred, in whole or in part, by operation of law or by reason of our reorganization, or to any selected dealer participating in the offering and their employees and affiliates if the Underwriter's Warrants or the underlying shares so transferred remain subject to the foregoing lock-up restrictions for the remainder of the time period. The Underwriter's Warrants will provide for adjustment in the number and price of the Underwriter's Warrants and the shares underlying such Underwriter's Warrants in the event of a recapitalization, merger, stock split or other structural transaction.

Right of First Refusal

In connection with this offering, we granted Cuttone & Co., LLC a right of first refusal for a period of 15 months following the closing of this offering to act as our investment banker for any future investment banking activities where we hire an investment bank, on competitive market terms.

Stabilization

In accordance with Regulation M under the Exchange Act, the underwriters may engage in activities that stabilize, maintain or otherwise affect the price of our common stock, including short sales and purchases to cover positions created by short positions, stabilizing transactions, syndicate covering transactions, penalty bids and passive market making.

- Short positions involve sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase, which creates a syndicate short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of shares involved in the sales made by the underwriters in excess of the number of shares they are obligated to purchase is not greater than the number of shares that they may purchase by exercising their option to purchase additional shares. In a naked short position, the number of shares involved is greater than the number of shares in their option to purchase additional shares. The underwriters may close out any short position by either exercising their option to purchase additional shares or purchasing shares in the open market.
- Stabilizing transactions permit bids to purchase the underlying security as long as the stabilizing bids do not exceed a specific maximum price.
- Syndicate covering transactions involve purchases of our common stock in the open market after the distribution has been completed to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the underwriters' option to purchase additional shares. If the underwriters sell more shares than could be covered by the underwriters' option to purchase additional shares, thereby creating a naked short position, the position can only be closed out by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.
- Penalty bids permit the representative to reclaim a selling concession from a syndicate member when the common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.
- In passive market making, market makers in our common stock who are underwriters or prospective underwriters may, subject to limitations, make bids for or purchase shares of our common stock until the time, if any, at which a stabilizing bid is made.

These activities may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result of these activities, the price of our common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the Nasdaq or otherwise and, if commenced, may be discontinued at any time.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor any of the underwriters make any representation that the Representative will engage in these stabilizing transactions or that any transaction, once commenced, will not be discontinued without notice.

Indemnification

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of such liabilities.

Discretionary Accounts

The underwriters have informed us that they do not expect to make sales to accounts over which they exercise discretionary authority in excess of 5% of the shares of our common stock being offered in this offering.

IPO Pricing

Prior to the completion of this offering, there has been no public market for our common stock. The initial public offering price has been negotiated between us and the Representative. Among the factors considered in these negotiations are: the history of, and prospects for, us and the industry in which we compete; our past and present financial performance; an assessment of our management; the present state of our development; the prospects for our future earnings; the prevailing conditions of the applicable United States securities market at the time of this offering; previous trading prices for our common stock in the private market and market valuations of publicly traded companies that we and the representative believe to be comparable to us.

Lock-up Agreements

We have agreed that for a period of 180 days after the date of the underwriting agreement, we will not, without the prior written consent of Cuttone & Co., LLC, which may be withheld or delayed in Cuttone & Co., LLC's sole discretion:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, lend or otherwise dispose of or transfer, directly or indirectly, any of our common stock or any securities convertible into or exercisable or exchangeable for our common stock, or file any registration statement under the Securities Act with respect to any of the foregoing; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of any of our common stock,

whether any such transaction described above is to be settled by delivery of shares of our common stock or such other securities, in cash or otherwise. The prior sentence will not apply to (i) the shares to be sold pursuant to the underwriting agreement, (ii) any shares of our common stock issued by us upon the exercise of an option or other security outstanding on the date hereof, (iii) such issuances of options or grants of restricted stock or other equity-based awards under our 2018 Incentive Compensation Plan and the issuance of shares issuable upon exercise of any such equity-based awards, and (iv) the filing by us of registration statements on Form S-8.

Each of our directors and our executive officers has agreed that for a period ending 180 days after the date of the underwriting agreement, none of them will, without the prior written consent of the Representative which may be withheld or delayed in the Representative's sole discretion:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, lend or otherwise dispose of or transfer, directly or indirectly, any shares of our common stock, or any securities convertible into or exercisable or exchangeable for our common stock owned directly by such director or executive officer or with respect to which such director or executive officer has beneficial ownership; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of our common stock, whether any such transaction described above is to be settled by delivery of our common stock or such other securities, in cash or otherwise.

Notwithstanding the prior sentence, subject to applicable securities laws and the restrictions contained in our charter, our directors and executive officers may transfer our securities: (i) pursuant to the exercise or conversion of our securities, including, without limitation, options and warrants; (ii) as a bona fide gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth above; (iii) to any trust for the direct or indirect benefit of such director or executive officer or the immediate family of such director or executive officer, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth above; (iv) any transfer required under any benefit plans or the Company's charter or bylaws; (v) as required by participants in our 2018 Incentive Compensation Plan stock incentive plan in order to reimburse or pay federal income tax and withholding obligations in connection with vesting of restricted stock grants or the exercise of stock options or warrants; or (vi) in or in connection with any merger, consolidation, combination or sale of all or substantially all of our assets or in connection with any tender offer or other offer to purchase at least 50% of our common stock.

Notwithstanding the foregoing, nothing shall prevent our directors or executive officers from, or restrict their ability to, (i) purchase our securities in a public or private transaction, or (ii) exercise or convert any options, warrants or other convertible securities issued to or held by such director or executive officer, including those granted under our 2018 Incentive Compensation Plan.

Other Relationships

Cuttone & Co., LLC may in the future provide us and our affiliates with investment banking and financial advisory services for which Cuttone & Co., LLC may in the future receive customary fees. Cuttone & Co., LLC, as the Representative, may release, or authorize us to release, as the case may be, the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

Electronic Distribution

A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members, if any, participating in the offering. The Representative may allocate a number of shares to the underwriters and selling group members, if any, for sale to their online brokerage account holders. Any such allocations for online distributions will be made by the representative on the same basis as other allocations.

Listing

In connection with this offering, we intend to apply to have our common stock listed on The Nasdaq Capital Market under the symbol "IMAC." There is no assurance, however, that our common stock will be listed on The Nasdaq Capital Market or any other national securities exchange.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Equity Stock Transfer, LLC.

Selling Restrictions

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33 105 Underwriting Conflicts (NI 33 105), the underwriter is not required to comply with the disclosure requirements of NI 33 105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive, each, a Relevant Member State, an offer to the public of any shares of our common stock may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any shares of our common stock may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of shares of our common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares of our common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of our common stock to be offered so as to enable an investor to decide to purchase any shares of our common stock, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State, and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

United Kingdom

The underwriter has represented and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, or FSMA) received by it in connection with the issue or sale of the shares of our common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our common stock in, from or otherwise involving the United Kingdom.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or the SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. Accordingly, no public distribution, offering or advertising, as defined in CISA, its implementing ordinances and notices, and no distribution to any non-qualified investor, as defined in CISA, its implementing ordinances and notices, shall be undertaken in or from Switzerland, and the investor protection afforded to acquirers of interests in collective investment schemes under CISA does not extend to acquirers of shares.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, or the ASIC, in relation to the offering.

This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001, or the Corporations Act, and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons, the Exempt Investors, who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Section 145 of the Delaware General Corporation Law, as amended, authorizes us to indemnify any director or officer under certain prescribed circumstances and subject to certain limitations against certain costs and expenses, including attorney's fees actually and reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, to which a person is a party by reason of being one of our directors or officers if it is determined that such person acted in accordance with the applicable standard of conduct set forth in such statutory provisions. Our certificate of incorporation contains provisions relating to the indemnification of director and officers and our by-laws extend such indemnities to the full extent permitted by Delaware law. We currently maintain insurance for the benefit of any director or officer, which cover claims for which we could not indemnify such persons.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for the issuer by Olshan Frome Wolosky LLP, New York, New York. The underwriter has been represented in connection with this offering by Schiff Hardin LLP, Washington, D.C.

EXPERTS

The consolidated financial statements of IMAC Holdings, LLC, as of December 31, 2016 and 2017, and for each of the two years in the period ended December 31, 2017, appearing in this prospectus and registration statement have been audited by Daszkal Bolton LLP, independent registered public accounting firm, as set forth in their report thereon appearing herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1, which includes exhibits, schedules and amendments, under the Securities Act with respect to the common stock we are offering pursuant to this prospectus. The rules and regulations of the SEC allow us to omit certain information from this prospectus that is included in the registration statement. Statements made in this prospectus concerning the contents of any contract, agreement or other document are summaries of all material information about the contract, agreement or other document summarized, but are not complete descriptions of all terms of those contracts, agreements or other documents. If we filed any of those contracts, agreements or other documents as an exhibit to the registration statement, you may read the contract, agreement or other document itself for a complete description of its terms. When we complete this offering, we will also be required to file annual, quarterly and special reports, proxy statements and other information with the SEC.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. To receive copies of public records not posted to the SEC's web site at prescribed rates, you may complete an online form at <http://www.sec.gov>, send a fax to (202) 772-9337 or submit a written request to the SEC, Office of FOIA/PA Operations, 100 F Street, N.E., Mail Stop 2736, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on their public reference room.

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Report of Independent Registered Public Accounting Firm

To the Board of Directors
IMAC Holdings, LLC
Brentwood, Tennessee

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of IMAC Holdings, LLC (the “Company”) at December 31, 2017 and 2016, and the related consolidated statements of operations and members’ equity, and cash flows for each of the years then ended, and the related notes (collectively referred to as the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Daszkal Bolton LLP

We have served as the Company’s auditors since 2017.

Boca Raton, Florida
May 31, 2018

IMAC Holdings, LLC
Consolidated Balance Sheets
December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
Current assets:		
Cash	\$ 127,788	\$ 876,205
Accounts receivable, net	138,981	-
Employee and Member receivables	1,005	301,000
Investment in and Loan to IMAC St. Louis, LLC	347,648	421,603
Other assets	93,040	2,743
Total current assets	<u>708,462</u>	<u>1,601,551</u>
Property and equipment, net	542,791	-
Other assets:		
Security deposits	27,828	-
Total other assets	<u>27,828</u>	<u>-</u>
Total assets	<u>\$ 1,279,081</u>	<u>\$ 1,601,551</u>
<u>LIABILITIES AND MEMBERS' EQUITY</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 56,665	\$ 2,991
Patient deposits	130,906	-
Due to related parties	95,501	48,099
Notes payable, current portion	157,932	-
Capital lease obligation, current portion	7,820	-
Line of credit	25,000	-
Total current liabilities	<u>473,824</u>	<u>51,090</u>
Long-term liabilities:		
Notes payable, net of current portion	456,152	500,000
Capital Lease Obligation	52,494	-
Deferred Rent	64,753	-
Lease Incentive Obligation	60,428	-
Total liabilities	<u>1,107,651</u>	<u>551,090</u>
Members' equity:		
Members' equity	747,424	767,104
Non-Controlling interest	(575,994)	283,357
Total members' equity	<u>171,430</u>	<u>1,050,461</u>
Total liabilities and members' equity	<u>\$ 1,279,081</u>	<u>\$ 1,601,551</u>

See accompanying notes to the consolidated financial statements.

IMAC Holdings, LLC
Consolidated Statement of Equity
For the Years Ended December 31, 2017 and 2016

	<u>Members' Equity</u>	<u>Noncontrolling Interest</u>	<u>Total</u>
January 1, 2016	\$ (52,099)	\$ -	\$ (52,099)
Net loss	(380,797)	(16,643)	(397,440)
Contribution	1,200,000	300,000	1,500,000
December 31, 2016	<u>767,104</u>	<u>283,357</u>	<u>1,050,461</u>
Net loss	(57,181)	(859,351)	(916,532)
Contribution	37,500	-	37,500
December 31, 2017	<u>\$ 747,423</u>	<u>\$ (575,994)</u>	<u>\$ 171,429</u>

See accompanying notes to the consolidated financial statements .

IMAC Holdings, LLC
Consolidated Statements of Operations
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Patient revenues	\$ 1,378,313	\$ -
Contractual adjustments	(723,688)	-
Total patient revenue, net	<u>654,625</u>	<u>-</u>
Management fees	<u>131,400</u>	<u>15,000</u>
Total revenue	<u>786,025</u>	<u>15,000</u>
Operating expenses:		
Patient expenses	63,216	4,266
Salaries and benefits	967,627	33,589
Share-Based Compensation	18,747	150,000
Advertising and marketing	119,867	25,000
General and administrative	465,740	21,192
Depreciation	65,895	-
Total operating expenses	<u>1,701,092</u>	<u>234,047</u>
Operating loss	(915,067)	(219,047)
Other income (expense):		
Interest income	14,821	4
Loss on disposal of assets	(2,744)	-
Interest expense	(27,151)	-
Total other income (expenses)	<u>(15,074)</u>	<u>4</u>
Loss before equity in earnings(loss) of non-consolidated affiliates	(930,141)	(219,043)
Equity in earnings(loss) of non-consolidated affiliate	13,609	(178,397)
Net Loss	(916,532)	(397,440)
Net loss attributable to the noncontrolling interest	<u>859,351</u>	<u>16,643</u>
Net loss attributable to IMAC Holdings, LLC members	<u>\$ (57,181)</u>	<u>\$ (380,797)</u>

See accompanying notes to the consolidated financial statements .

IMAC Holdings, LLC
Consolidated Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Net loss attributable to IMAC Holdings LLC members	\$ (57,181)	\$ (380,797)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Non-controlling interest	(859,351)	(16,643)
Depreciation and amortization	65,895	-
Deferred rent	64,753	-
Equity in (earnings) loss of non-consolidated affiliate	13,609	(178,397)
(Increase) decrease in operating assets:		
Accounts receivable, net	208,416	(305,000)
Other assets	(90,296)	(2,743)
Security deposits	(27,828)	-
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	53,673	2,991
Patient deposits	130,906	-
Lease incentive obligation	60,428	-
Net cash (used in) operating activities	<u>(436,976)</u>	<u>(880,589)</u>
Cash flows from investing activities:		
Purchase of property and equipment	(546,470)	-
Investment in and loan to IMAC St. Louis, LLC	73,955	(421,603)
Net cash used in investing activities	<u>(472,515)</u>	<u>(421,603)</u>
Cash flows from financing activities:		
Proceeds from notes payable	200,000	500,000
Payments on notes payable	(85,916)	-
Proceeds from line of credit	25,000	-
Payments on capital lease obligation	(1,901)	-
Issuance of member units for cash	-	1,350,000
Payment to non-controlling interest	(13,609)	-
Proceeds from Non-controlling interest	-	178,397
Contributions from members	37,500	150,000
Net cash (used in) provided by financing activities	<u>161,074</u>	<u>2,178,397</u>
Net (decrease) increase in cash	(748,417)	876,205
Cash, beginning of year	<u>876,205</u>	<u>-</u>
Cash, end of year	<u>\$ 127,788</u>	<u>\$ 876,205</u>

See accompanying notes to the consolidated financial statements .

Note 1 – Description of Business

IMAC Holdings, LLC and its Affiliates (the “Company”) provide orthopedic therapies through its chain of IMAC Regeneration Centers. Through its consolidated and equity owned entities, its outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. The Company has opened two (2) medical clinics located in Tennessee at December 31, 2017, and plans to expand in the Midwest and Southern United States. The Company has partnered with several well-known sports stars such as David Price in opening its medical clinics, with a focus around treating sports injuries.

Note 2 – Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of IMAC Holdings, LLC (“IMAC Holdings”) and the following entities which are consolidated due to direct ownership of a controlling voting interest or other rights granted to us as the sole general partner or managing member of the entity: IMAC Management Services, LLC (“IMAC Management”), and IMAC Regeneration Management of Nashville, LLC (“IMAC Nashville”); the following entity which is consolidated with IMAC Regeneration Management of Nashville, LLC due to control by contract: IMAC Regeneration Center of Nashville, PC (“IMAC Nashville PC”); and the following which is held as a minority interest, IMAC Regeneration Center of St. Louis, LLC (“IMAC St. Louis”).

All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the consolidated financial statements are prepared. On an ongoing basis, the Company evaluates its estimates, including those related to insurance adjustments and provisions for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

Revenue Recognition

The Company’s patient service revenue is derived from non-surgical procedures performed at our outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third-party payer, including Medicare. We recognize patient service revenue, net of contractual allowances, which we estimate based on the historical trend of our cash collections and contractual write-offs.

Other management service fees are derived from management services where the Company provides billings and collections support to the clinics and where management services are provided based on state specific regulations known as the corporate practice of medicine (“CPM”). Under the CPM, a business corporation is precluded from practicing medicine or employing a physician to provide professional medical services. In these circumstances, the Company provides all administrative support to the physician-owned PC through an LLC. The PC is consolidated due to control by contract (an “SMA” - Service Management Agreement). The fees we derive from these management arrangements are either based on a predetermined percentage of the revenue of each clinic or a percentage mark up on the costs of the LLC. We recognize other management service revenue in the period in which services are rendered. These revenues are earned by IMAC Management Services, LLC and are eliminated in consolidation to the extent owned.

Note 2 – Summary of Significant Accounting Policies, continued

Patient Deposits

Patient deposits are derived from patient payments in advance of services delivered. Our service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, the Company typically requires up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, the Company is paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Fair Value of Financial Instruments

The carrying amount of accounts receivable approximate their respective fair values due to the short- term nature. The carrying amount of the line of credit and note payable approximates fair values due to their market interest rates. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. At December 31, 2017 and 2016, the Company had no cash equivalents.

Note 2 – Summary of Significant Accounting Policies, continued, continued

Accounts Receivable

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. The Company's ability to collect outstanding receivables is critical to its results of operations and cash flows. Accordingly, accounts receivable reported in the Company's consolidated financial statements is recorded at the net amount expected to be received. The Company's primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in the Company receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies' denial of claims, (iii) the risk that patients will fail to remit insurance payments to the Company when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity constraints that may prevent the Company from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay the Company for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance) and (vi) the risk of non-payment from uninsured patients.

The Company's accounts receivable from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of the Company's facilities' cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on the Company's financial condition or results of operations. The Company's collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage the Company's patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. The Company analyzes accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Allowance for Doubtful Accounts, Contractual and Other Discounts

Management estimates the allowance for contractual and other discounts based on its historical collection experience and contracted relationship with the payers. The services authorized and provided and related reimbursement are often subject to interpretation and negotiation that could result in payments that differ from the Company's estimates. The Company's allowance for doubtful accounts is based on historical experience, but management also takes into consideration the age of accounts, creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. An account may be written-off only after the Company has pursued collection efforts or otherwise determines an account to be uncollectible. Uncollectible balances are written-off against the allowance. Recoveries of previously written-off balances are credited to income when the recoveries are made.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. Depreciation of owned assets and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred.

Note 2 – Summary of Significant Accounting Policies, continued

Long-Lived Assets

Long-lived assets such as property and equipment are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairments of long lived assets in 2017 and 2016.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred. Advertising and marketing expense was \$119,867 and \$25,000 for the years ended December 31, 2017 and 2016, respectively.

Income Taxes

IMAC Holdings, IMAC Management, IMAC Texas, and IMAC Nashville are limited liability companies and are taxed as partnerships. As a result, income tax liabilities are passed through to the individual members. Accordingly, no provision for income taxes is reflected in the consolidated financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. At December 31, 2017 and 2016, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2016 are open and subject to examination by the taxing authorities.

Note 2 – Summary of Significant Accounting Policies, continued

Legal Proceedings and Loss Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to business. The outcome of any legal proceeding is not within the Company's complete control, it is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the consolidated financial statements when it is both (1) probable or known that a liability has been incurred and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the financial statements.

There are no known legal proceedings ongoing or loss contingencies for the years ended December 31, 2017 and 2016.

Recent Accounting Pronouncements

The new revenue recognition accounting standard, ASC Topic 606 *Revenue from Contracts with Customers*, takes effect for public entities January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on the Company's financial position or results of operations when adopted.

Recent Accounting Pronouncements, continued

The new lease accounting standard, ASC Topic 842, takes effect for public entities January 1, 2019, and January 1, 2020 for private entities. Management believes the provisions of ASC Topic 842 will result in the recognition of lease assets and liabilities on its consolidated financial statements when adopted.

Note 3 – Concentration of Credit Risks

Cash

The Company places its cash with high credit quality financial institutions. Cash and cash equivalents in excess of the Federal Deposit Insurance Corporation ("FDIC") coverage of \$250,000 per financial institution was \$0 and \$619,517 for the year ended December 31 2017 and December 31, 2016. The Company maintains its cash in accounts at financial institutions, which may, at times, exceed federally-insured limits. The Company has not experienced any losses on such accounts and does not feel it is exposed to any significant risk with respect to cash.

Note 3 – Concentration of Credit Risks, continued

Revenue and Accounts Receivable

The Company had the following revenue and accounts receivable concentrations at December 31:

	2017		2016	
	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>
Patient payment	56%	56%	0%	0%
Medicare payment	12%	12%	0%	0%
Insurance payment	32%	32%	0%	0%

Note 4 – Accounts Receivable

Accounts receivable consisted of the following at December 31:

	<u>2017</u>	<u>2016</u>
Gross accounts receivable	\$ 295,704	\$ -
Less: allowance for doubtful accounts and contractual adjustments	(156,723)	-
Accounts receivable, net	<u>\$ 138,981</u>	<u>\$ -</u>

Note 5 – Property and Equipment

Property and equipment consisted of the following at December 31:

	<u>Estimated Useful Life in Years</u>	<u>2017</u>	<u>2016</u>
Computers	3	\$ 9,539	\$ -
Chiropractic equipment	5	8,965	-
Medical equipment	5	242,899	-
Physical therapy equipment	5	90,337	-
Office furniture and fixtures	5	2,430	-
Leasehold improvements	Shorter of asset or lease term	254,514	-
Total property and equipment		<u>608,684</u>	<u>-</u>
Less: accumulated depreciation		(65,895)	-
Total property and equipment, net		<u>\$ 542,789</u>	<u>\$ -</u>

Depreciation and amortization was \$65,895 for the year ended December 31, 2017.

Note 6 – Operating Leases

The Company has certain cancelable and non-cancelable operating leases for facilities used in the treatment of patients, which expire on various dates through 2027. Certain leases contain renewal options.

Rent expense for the operating leases was \$191,758 and \$0 during the years ended December 31, 2017 and 2016, respectively.

The required future minimum lease payments under the remaining non-cancelable operating leases consists of the following at December 31, 2017:

<u>Years Ending December 31,</u>	<u>Amount</u>
2018	\$ 293,388
2019	297,916
2020	302,536
2021	307,260
2022	313,459
Thereafter	809,519
Total	<u>\$ 2,324,078</u>

Note 7 – Lines of Credit

IMAC Nashville, PC has a \$150,000 line of credit with a financial institution that matures on October 15, 2018. The line bears interest at 6.50% per annum (The LOC has a \$25,000 balance at December 31, 2017). The line is secured by substantially all of the Company’s assets and personally guaranteed by the members.

Note 8-Notes Payable

	<u>2017</u>	<u>2016</u>
Note payable to The Edward S. Bredniak Trust, the trustee of which is Edward S. Bredniak, a director of our company, in the amount of \$500,000 dated December 1, 2016. The note requires 36 monthly installments of \$8,534 including principal and interest. The interest rate is fixed at 5%. The note matures and has a balloon payment of \$250,000 on November 30, 2019, and is secured by the personal guarantees of the Company’s members.	\$ 414,084	\$ 500,000
Note payable to a financial institution in the amount of \$200,000 dated November 15, 2017. The note requires 66 consecutive monthly installments of \$2,652 including principal and interest at 5%, with a balloon payment of \$60,000 on June 15, 2018. The note matures on May 15, 2023, and is secured by the personal guarantees of the Company’s members.	200,000	-
	614,084	500,000
	<u>(157,932)</u>	<u>-</u>
	<u>\$ 456,152</u>	<u>\$ 500,000</u>

Note 9 – Related Party Transactions

From time to time, the Company advances funds to, and receives funds from, entities with common ownership. At December 31, 2017 and 2016, the amounts owed to related parties was \$95,501 and \$48,099, respectively.

IMAC Regeneration Management of Nashville, LLC provides management services to IMAC Regeneration Center of Nashville, PC due to state-laws and regulations regarding the corporate practice of medicine (CPOM). CPOM prohibitions generally do not allow a business corporation to practice medicine or employ a physician to provide professional medical services. The Company consolidates the financials of the LLC and PC thru the existence of the management services agreement.

IMAC Management Services provides management services to Integrated Medicine and Chiropractic Regeneration Center of Western Kentucky P.S.C. due to state-laws and regulations regarding the corporate practice of medicine. (CPOM). CPOM prohibitions generally do not allow a business corporation to practice medicine or employ a physician to provide professional medical services. The Company consolidates the financials of the LLC and PC thru the existence of the management services agreement.

IMAC of Western Kentucky PSC advanced monies to and leased real estate from OLM, a related company. OLM is a variable interest entity, formed by Jason Brame, a founding member of our company, and the spouse of Matthew C. Wallis, DC, our Chief Operating Officer and director, to purchase real estate for expansion of the Kentucky medical clinic. In 2017, OLM decided to not develop the real estate, which was sold. IMAC of Western Kentucky PSC sustained the loss related to the real estate sale. The financial statements of OLM have not been included in our consolidated financial statements since IMAC of Western Kentucky PSC was deemed the primary beneficiary of OLM.

We contract with SpeakLife to provide staff training and patient advocacy services for \$99,000 per year. SpeakLife is owned by Mr. Brame.

We contract with UCI to provide marketing services to chiropractic practitioners and sources opportunities to expand chiropractic practices into regenerative medicine for \$144,000 per year. UCI is owned by the spouse of Dr. Wallis.

We have a note payable to The Edward S. Bredniak Trust, the trustee of which is Edward S. Bredniak, a director of our company, in the amount of \$500,000 dated December 1, 2016. The note requires 36 monthly installments of \$8,534 including principal and interest. The interest rate is fixed at 5% per annum. The note matures and has a balloon payment of \$250,000 on November 30, 2019, and is secured by the personal guarantees of our former members. The proceeds of the note were used to secure our medical clinic lease in Chesterfield, Missouri.

Note 10 – Members' Equity

Pursuant to its operating agreement, the Company has issued 400 member units, and has 365 units issued and outstanding.

The Company maintains separate capital accounts for each member and is credited for capital contributions and each member's share of profits and is debited for distributions and each member's share of losses. The allocation of profit and losses is allocated to the members in accordance with their respective percentage interest in each entity.

Note 11 – Retirement Plan

The Company offers a 401(k) plan that covers eligible employees. The plan provides for voluntary salary deferrals for eligible employees. Additionally, the Company is required to make matching contributions of 50% of up to 6 % of total compensation for those employees making salary deferrals. The Company made contributions of \$13,379 and \$914 during 2017 and 2016, respectively.

Note 12 – Commitments and Contingencies

The Company is subject to extensive regulation, including health insurance regulations directed at ascertaining the appropriateness of reimbursement, preventing fraud and abuse and otherwise regulating reimbursement. To ensure compliance, various insurance providers often conduct audits and request patient records and other documents to support claims submitted by the Company for payment of services rendered to customers. In the event that an audit results in discrepancies in the records provided, insurance providers may be entitled to extrapolate the results of the audit to make overpayment demands based on a wider population of claims than those examined in the audit.

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

Note 13 – Subsequent Events

In January 2018, the Company commenced a private placement of up to \$2 million of convertible notes, of which approximately \$1.73 million has been subscribed as of March 6, 2018. The convertible notes accrue interest at 4%, and mature in January 2019. The notes may be converted to equity at or prior to maturity at a 20% discount to the per share price of a sale of equity securities.

In March 2018, the Company has committed to enter into an exclusive Management Services Agreement (“MSA”) with IMAC Kentucky to provide comprehensive management and related administrative services. The MSA requires the Company to pay approximately \$5 million to the owners of IMAC Kentucky, and the Company will acquire the assets and receive service fees based on the cost of the services provided, plus a specified markup percentage and a discretionary annual bonus.

In March 2018, the Company entered into an agreement to purchase the sixty four outstanding shares in IMAC St. Louis for an amount based on a percentage of collections from regeneration- related services and associated products for a defined period. The price is estimated to be approximately \$1.6 million, of which \$1 million and \$0.6 million will be payable in cash and equity, respectively.

In March 2018, the Company purchased real estate in Lexington Kentucky for the development of an IMAC facility for approximately \$1.2 million. The Company funded the purchase with a short term loan which will be replaced with a 15-year mortgage commitment.

IMAC Holdings, LLC
Condensed Consolidated Balance Sheets
March 31, 2018 (unaudited) and December 31, 2017

	<u>March 31, 2018</u> (unaudited)	<u>December 31, 2017</u>
ASSETS		
Current assets:		
Cash	\$ 550,509	\$ 127,788
Accounts receivable, net	82,421	138,981
Employee/Shareholder receivables	1,005	1,005
Due from related parties	646,759	347,648
Other assets	211,449	93,039
Total current assets	<u>1,492,143</u>	<u>708,461</u>
Property and equipment, net	1,703,143	542,791
Other assets:		
Security deposits	27,828	27,828
Total other assets	<u>27,828</u>	<u>27,828</u>
Total assets	<u>\$ 3,223,114</u>	<u>\$ 1,279,080</u>
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	\$ 193,351	\$ 56,665
Patient Deposits	108,657	130,906
Due to related party	38,438	95,501
Notes payable - current portion	2,421,482	157,932
Capital lease obligation, current portion	7,908	7,820
Line of credit	100,000	25,000
Total current liabilities	<u>2,869,836</u>	<u>473,824</u>
Long-term liabilities:		
Notes payable, net of current portion	434,512	456,152
Capital lease obligation	50,485	52,494
Deferred rent	67,161	64,753
Lease Incentive obligation	58,892	60,428
Total liabilities	3,480,886	1,107,651
Members' equity:		
Members' equity	603,414	747,424
Non-controlling interest	(861,186)	(575,994)
Total members' equity	<u>(257,772)</u>	<u>171,430</u>
Total liabilities and members' equity	<u>\$ 3,223,114</u>	<u>\$ 1,279,081</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

IMAC Holdings, LLC
Condensed Consolidated Statements of Income and Members' Equity
For the Three Months Ended March 31, 2018 and 2017 (unaudited)

	2018 <u>(unaudited)</u>	2017 <u>(unaudited)</u>
Patient revenues	\$ 532,872	\$ -
Contractual adjustments	(298,619)	-
Total patient revenue, net	<u>234,253</u>	<u>-</u>
Management fees	33,600	30,600
Total Revenue	<u>267,853</u>	<u>30,600</u>
Operating expenses:		
Patient expenses	37,134	9,800
Salaries and related expenses	446,796	161,908
Share-based compensation: consulting fees	3,749	-
Advertising and marketing	93,178	11,759
General and administrative	239,692	13,895
Depreciation	31,268	1,274
Total operating expenses	<u>851,817</u>	<u>198,637</u>
Operating loss	(583,964)	(168,037)
Other income (expenses):		
Interest income	3,312	3,948
Interest expense	(23,552)	(4,140)
Total other income (expenses)	<u>(20,240)</u>	<u>(192)</u>
Loss before equity in earnings(loss) of non-consolidated affiliates	(604,204)	(168,229)
Equity in earnings (loss) of non-consolidated affiliate	<u>(85,651)</u>	<u>9,587</u>
Net loss	<u>(689,855)</u>	<u>(158,642)</u>
Net loss attributable to the non-controlling interest	<u>285,191</u>	<u>250,389</u>
Net loss attributable to the IMAC Holdings LLC members	<u>(404,664)</u>	<u>91,748</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

IMAC Holdings, LLC
Condensed Consolidated Statements of Cash Flows
For the Three Months Ended March 31, 2018 and 2017 (Unaudited) ;

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u> <u>(unaudited)</u>
Cash flows from operating activities:		
Net loss attributed to IMAC Holdings, LLC members	\$ (404,663)	\$ 91,748
Adjustments to reconcile net loss to net cash (used in) operating activities:		
Non-controlling Interest	(285,191)	(250,389)
Depreciation and amortization	31,268	1,274
Deferred rent	2,408	—
Equity in earnings (loss) of non-consolidated affiliate	85,651	(9,587)
(Increase) decrease in operating assets:		
Accounts receivable, net	(503)	21,200
Other assets	(118,410)	(25,715)
Security deposits	—	(21,000)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	136,685	38,601
Patient deposits	(22,249)	—
Lease incentive obligation	(1,536)	—
Net cash (used in) operating activities	<u>(576,540)</u>	<u>(153,868)</u>
Cash flows from investing activities:		
Purchase of property and equipment	(1,191,620)	(46,992)
Investment in and advances to IMAC St Louis LLC	(124,106)	12,068
Net cash used in investing activities	<u>(1,315,726)</u>	<u>(34,924)</u>
Cash flows from financing activities:		
Proceeds from notes payable	2,262,500	—
Payments on notes payable	(20,590)	(12,929)
Proceeds from line of credit	75,000	—
Payments on capital lease obligation	(1,922)	—
Issuance of member units for cash	—	—
Contributions from members	—	—
Net cash provided by (used in) financing activities	<u>2,314,988</u>	<u>(12,929)</u>
Net increase (decrease) in cash	422,721	(201,720)
Cash, beginning of period	<u>127,788</u>	<u>876,205</u>
Cash, end of period	<u>\$ 550,510</u>	<u>\$ 674,485</u>

See accompanying notes to condensed consolidated financial statements

Note 1 – Description of Business

IMAC Holdings, LLC and its Affiliates (the “Company”) provide orthopedic therapies through its chain of IMAC Regeneration Centers. Through its consolidated and equity owned entities, its outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. The Company has partnered with several well-known sports stars such as David Price in opening its medical clinics, with a focus around treating sports injuries.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The condensed consolidated financial statements have been prepared by the Company, without audit. In the opinion of the Company’s management, the financial statements reflect all adjustments (consisting of normal recurring adjustments, reclassifications and non- recurring adjustments) necessary to present fairly the financial position and results of operations and cash flows for the period presented herein, but are not necessarily indicative of the results of operations to be expected for the year ending December 31, 2018.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of IMAC Holdings, LLC (“IMAC Holdings”) and the following entities which are consolidated due to direct ownership of a controlling voting interest or other rights granted to us as the sole general partner or managing member of the entity: IMAC Management Services, LLC (“IMAC Management”), and IMAC Regeneration Management of Nashville, LLC (“IMAC Nashville”); the following entity which is consolidated with IMAC Regeneration Management of Nashville, LLC due to control by contract: IMAC Regeneration Center of Nashville, PC (“IMAC Nashville PC”); and the following which is held as an equity interest, IMAC Regeneration Center of St. Louis, LLC (“IMAC St. Louis”).

All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the consolidated financial statements are prepared. On an ongoing basis, the Company evaluates its estimates, including those related to insurance adjustments and provisions for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

Revenue Recognition

The Company’s patient service revenue is derived from non-surgical procedures performed at our outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third- party payer, including Medicare. The Company recognizes patient service revenue, net of contractual allowances, which are estimated based on the historical trend of our cash collections and contractual write-offs.

Note 2 – Summary of Significant Accounting Policies, continued

Revenue Recognition, continued

Other management service fees are derived from management services where the Company provides billings and collections support to the clinics and where management services are provided based on state specific regulations known as the corporate practice of medicine (“CPM”). Under the CPM, a business corporation is precluded from practicing medicine or employing a physician to provide professional medical services. In these circumstances, the Company provides all administrative support to the physician-owned PC through an LLC. The PC is consolidated due to control by contract (an “SMA” - Service Management Agreement). The fees derived from these management arrangements are either based on a predetermined percentage of the revenue of each clinic or a percentage mark up on the costs of the LLC. The Company recognizes other management service revenue in the period in which services are rendered. These revenues are earned by IMAC Management Services, LLC and are eliminated in consolidation to the extent owned.

Patient Deposits

Patient deposits are derived from patient payments in advance of services delivered. Our service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, the Company typically requires up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, the Company is paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Fair Value of Financial Instruments

The carrying amount of accounts receivable approximate their respective fair values due to the short- term nature. The carrying amount of the line of credit and note payable approximates fair values due to their market interest rates. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. At March 31, 2018 and March 31 2017, the Company had no cash equivalents.

Accounts Receivable

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. The Company’s ability to collect outstanding receivables is critical to its results of operations and cash flows. Accordingly, accounts receivable reported in the Company’s consolidated financial statements is recorded at the net amount expected to be received. The Company’s primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in the Company receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies’ denial of claims, (iii) the risk that patients will fail to remit insurance payments to the Company when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity constraints that may prevent the Company from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay the Company for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance) and (vi) the risk of non-payment from uninsured patients.

Note 2 – Summary of Significant Accounting Policies, continued

Accounts Receivable, continued

The Company's accounts receivable from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of the Company's facilities' cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on the Company's financial condition or results of operations. The Company's collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage the Company's patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. The Company analyzes accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Allowance for Doubtful Accounts, Contractual and Other Discounts

Management estimates the allowance for contractual and other discounts based on its historical collection experience and contracted relationship with the payers. The services authorized and provided and related reimbursement are often subject to interpretation and negotiation that could result in payments that differ from the Company's estimates. The Company's allowance for doubtful accounts is based on historical experience, but management also takes into consideration the age of accounts, creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. An account may be written-off only after the Company has pursued collection efforts or otherwise determines an account to be uncollectible. Uncollectible balances are written-off against the allowance. Recoveries of previously written-off balances are credited to income when the recoveries are made.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. Depreciation of owned assets and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred.

Long-Lived Assets

Long-lived assets such as property and equipment are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairments of long lived assets for the three months ended March 31, 2018 and 2017, respectively.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred. Advertising and marketing expense was \$93,178(unaudited) and \$11,759(unaudited) for the three months ended March 31, 2018 and 2017, respectively.

Income Taxes

IMAC Holdings, IMAC Management, IMAC Texas, IMAC Nashville are limited liability companies and are taxed as partnerships. As a result, income tax liabilities are passed through to the individual members. Accordingly, no provision for income taxes is reflected in the consolidated financial statements.

Note 2 – Summary of Significant Accounting Policies, continued

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. At March 31, 2018 and March 31 2017, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2016 are open and subject to examination by the taxing authorities.

Legal Proceedings and Loss Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to business. The outcome of any legal proceeding is not within the Company's complete control, it is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the consolidated financial statements when it is both (1) probable or known that a liability has been incurred and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the financial statements.

There are no known legal proceedings ongoing or loss contingencies for the three months ended March 31, 2018 and March 31 2017.

Recent Accounting Pronouncements

The new revenue recognition accounting standard, *ASC Topic 606 Revenue from Contracts with Customers*, takes effect for public entities January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on the Company's financial position or results of operations when adopted.

The new lease accounting standard, *ASC Topic 842*, takes effect for public entities January 1, 2019, and January 1, 2020 for private entities. Management believes the provisions of ASC Topic 842 will result in the recognition of lease assets and liabilities on its financial statements when adopted.

Note 3 – Concentration of Credit Risks

Cash

The Company places its cash with high credit quality financial institutions. Cash and cash equivalents in excess of the Federal Deposit Insurance Corporation (“FDIC”) coverage of \$250,000 per financial institution was \$303,724 (unaudited) and \$0 at March 31, 2018 and December 31, 2017. The Company maintains its cash in accounts at financial institutions, which may, at times, exceed federally-insured limits. The Company has not experienced any losses on such accounts and does not feel it is exposed to any significant risk with respect to cash.

Revenue and Accounts Receivable

The Company had the following revenue and accounts receivable concentrations at and for the three months ended March 31, 2018 (unaudited) and 2017 (unaudited):

	2018 (unaudited)		2017 (unaudited)	
	% of Revenue	% of Accounts Receivable	% of Revenue	% of Accounts Receivable
Patient payment	64%	64%	0%	0%
Medicare payment	13%	13%	0%	0%
Insurance payment	23%	23%	0%	0%

Note 4 – Accounts Receivable

Accounts receivable consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	2018 (unaudited)	2017
Gross accounts receivable	\$ 203,930	\$ 295,704
Less: allowance for doubtful accounts and contractual adjustments	(121,509)	(156,723)
Accounts receivable, net	\$ 82,421	\$ 138,981

Note 5 – Property and Equipment

Property and equipment consisted of the following at March 31, 2018 and December 31, 2017:

	<u>Estimated Useful Life in Years</u>	<u>2018 (unaudited)</u>	<u>2017</u>
Building	40	\$ 1,175,000	\$ -
Computers	3	12,764	9,539
Chiropractic equipment	5		8,965
Medical equipment	5	242,899	242,899
Physical therapy equipment	5	112,697	90,337
Office furniture and fixtures	5	2,430	2,430
Leasehold improvements	Shorter of asset or lease term	254,515	254,514
Total property and equipment		1,800,305	608,684
Less: accumulated depreciation		(97,163)	(65,895)
Total property and equipment, net		<u>\$ 1,703,142</u>	<u>\$ 542,789</u>

Depreciation and amortization was \$31,268 (unaudited) and \$1,274 (unaudited) for the three months ended March 31, 2018 and 2017, respectively.

Note 6 – Operating Leases

The Company has certain cancelable and non-cancelable operating leases for facilities used in the treatment of patients, which expire on various dates through 2027. Certain leases contain renewal options.

Rent expense for the operating leases was \$80,791 (unaudited) and \$4,789 (unaudited) during the three months ended March 31, 2018 and 2017, respectively.

The required future minimum lease payments under the remaining non-cancelable operating leases consists of the following at March 31, 2018:

<u>Years Ending December 31,</u>	<u>Amount</u>
2018	\$ 220,508
2019	297,916
2020	302,536
2021	307,260
2022	313,459
Thereafter	809,519
Total	<u>\$ 2,251,198</u>

Note 7 – Lines of Credit

IMAC Nashville, PC has a \$150,000 line of credit with a financial institution that matures on October 15, 2018. The line bears interest at 6.50% per annum (The LOC has a \$100,000(unaudited) balance at March 31 2018). The line is secured by substantially all of the Company’s assets and personally guaranteed by the members.

Note 8 – Notes Payable

Notes payable consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u>
Note payable to The Edward S. Bredniak Trust, the trustee of which is Edward S. Bredniak, a director of our company, in the amount of \$500,000 dated December 1, 2016. The note requires 36 monthly installments of \$8,534 including principal and interest. The interest rate is fixed at 5%. The note matures and has a balloon payment of \$250,000 on November 30, 2019, and is secured by the personal guarantees of the Company’s members.	\$ 393,494	\$ 414,084
In January 2018, the Company commenced a private placement of up to \$2 million of convertible notes, of which approximately \$1.73 million has been subscribed as of March 6, 2018. The convertible notes accrue interest at 4%, and mature in January 2019. The notes may be converted to equity at or prior to maturity at a 20% discount to the per share price of a sale of equity securities.	1,030,000	-
In March 2018, the Company entered into a \$1.2 million loan agreement with a financial institution to purchase real estate in Lexington, Kentucky for the development of an IMAC facility. The loan agreement is for 6-months and carries an interest rate 3.35%.	1,232,500	
Note payable to a financial institution in the amount of \$200,000 dated November 15, 2017. The note requires 66 consecutive monthly installments of \$2,652 including principal and interest at 5%, with a balloon payment of \$60,000 on June 15, 2018. The note matures on May 15, 2023, and is secured by the personal guarantees of the Company’s members.	200,000	200,000
	<u>2,855,994</u>	<u>614,084</u>
Less: current portion:	<u>(2,421,482)</u>	<u>(157,932)</u>
	<u>\$ 434,512</u>	<u>\$ 456,152</u>

Note 8 – Notes Payable, continued

Principal maturities of notes payable are as follows at March 31, 2018:

<u>Years Ending December 31,</u>	<u>Amount</u>
2018	\$ 1,369,919
2019	1,386,448
2020	27,390
2021	28,825
2022	30,320
Thereafter	13,093
Total	<u>\$ 2,855,995</u>

Note 9 – Related Party Transactions

From time to time, the Company advances funds to, and receives funds from, entities with common ownership.

At March 31, 2018 and December 31, 2017 the amounts owed to related parties was \$38,438 (unaudited) and \$95,501, respectively.

In January 2018, the Company commenced a private placement of up to \$2 million of convertible notes, of which approximately \$1.73 million has been subscribed as of March 6th 2018. The terms of the convertible note permits the holder with the option, prior to maturity, to convert the outstanding principal amount and accrued interest into a certain number of shares of common stock at a price equal to eighty percent (80%) of the offering price per share to be received by the Company in a “Qualified Financing”, as defined in the Subscription Agreement.

At the time of issuance of the convertible notes, the Company was unable to calculate the amount of a beneficial conversion (“BCF”) and related discount to be recorded until the occurrence of a Qualified Financing by the Company. Once the Qualified Financing has occurred, the Company will recognize the BCF and related interest charge associated with the discount, and the BCF will be classified as a liability if it meets the conditions for derivative treatment at the time of recognition

Note 10 – Members’ Equity

Pursuant to its operating agreement, the Company has issued 400 member units, and has 365 units issued and outstanding.

The Company maintains separate capital accounts for each member and is credited for capital contributions and each member’s share of profits and is debited for distributions and each member’s share of losses. The allocation of profit and losses is allocated to the members in accordance with their respective percentage interest in each entity.

Note 11 – Retirement Plan

The Company offers a 401(k) plan that covers eligible employees. The plan provides for voluntary salary deferrals for eligible employees. Additionally, the Company is required to make matching contributions of 50% of up to 6 % of total compensation for those employees making salary deferrals. The Company made no contributions during the three month periods ended March 31, 2018 and 2017.

Note 12 – Commitments and Contingencies

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

The Company is subject to extensive regulation, including health insurance regulations directed at ascertaining the appropriateness of reimbursement, preventing fraud and abuse and otherwise regulating reimbursement. To ensure compliance, various insurance providers often conduct audits and request patient records and other documents to support claims submitted by the Company for payment of services rendered to customers. In the event that an audit results in discrepancies in the records provided, insurance providers may be entitled to extrapolate the results of the audit to make overpayment demands based on a wider population of claims than those examined in the audit.

Note 13 – Subsequent Events

On June 1, 2018, we entered into a note payable to The Edward S. Bredniak Trust in the amount of up to \$2,000,000. An existing note payable with this entity in the amount of \$379,675.60 will be combined into the new note payable. The note carries an interest rate of 10% per annum and all outstanding balances are due and payable at the closing of this offering. The proceeds of this note are being used to satisfy ongoing working capital needs, expenses related to the preparation and execution of this offering, equipment and construction costs related to new clinic locations, and potential acquisition expenses. See also "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources."

During June 2018, the Company purchased 100% of the assets of Integrated Medicine and Chiropractic Regeneration Center PSC, the remaining 64% of IMAC Regeneration Center of St. Louis, LLC, and the remaining 25% of IMAC Regeneration Management of Nashville, LLC. These transactions were accounted for as an increase in investments (intangible assets and machinery and equipment) with off-setting increases to notes payable and common stock. The Company also entered into a Management Services Agreement to provide comprehensive management and related administrative services to Integrated Medicine and Chiropractic Regeneration Center PSC.

Report of Independent Registered Public Accounting Firm

To the Board of Directors
Integrated Medicine and Chiropractic Regeneration Center PSC
Paducah, Kentucky

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Integrated Medicine and Chiropractic Regeneration Center PSC. (the “Company”) at December 31, 2017 and 2016, and the related consolidated statements of operations, consolidated statements of stockholders’ equity, and cash flows for each of the years then ended, and the related notes (collectively referred to as the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Daszkal Bolton LLP

We have served as the Company’s auditors since 2017.

Boca Raton, Florida
May 31, 2018

Integrated Medicine and Chiropractic Regeneration Center PSC
Consolidated Balance Sheets
December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
Current assets:		
Cash	\$ 15,994	\$ 29,706
Accounts receivable, net	324,261	229,849
Employee and Member receivables	1,070	84,120
Other assets	65,780	37,749
Total current assets	<u>407,105</u>	<u>381,424</u>
Property and equipment, net	708,798	1,105,732
Other assets:		
Due from related parties	99,832	48,099
Security deposits	5,520	5,520
Total other assets	<u>105,352</u>	<u>53,619</u>
Total assets	<u>\$ 1,221,255</u>	<u>\$ 1,540,775</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 84,180	\$ 54,574
Patient deposits	161,929	165,161
Notes payable – current portion	49,989	76,950
Capital lease obligation, current portion	7,867	-
Line of credit	100,000	140,000
Total current liabilities	<u>403,965</u>	<u>436,685</u>
Long-term liabilities:		
Notes payable, net of current portion	80,000	575,095
Capital lease obligation, net of current portion	46,448	-
Deferred rent	44,960	33,000
Lease incentive obligation	205,708	-
Total liabilities	<u>781,080</u>	<u>1,044,780</u>
Stockholders' equity:		
Common stock, \$1.00 par value, 1,000 shares issued and outstanding	1,000	1,000
Retained earnings	439,175	494,995
Total stockholders' equity	<u>440,175</u>	<u>495,995</u>
Total liabilities and stockholders' equity	<u>\$ 1,221,255</u>	<u>\$ 1,540,775</u>

See accompanying notes to the consolidated financial statements.

Integrated Medicine and Chiropractic Regeneration Center PSC
Consolidated Statements of Stockholders' Equity
For the Years Ended December 31, 2017 and 2016

	Common Stock		Retained Earnings	Total
	Shares	Amount		
Balance, December 31, 2015	1,000	\$ 1,000	\$ 719,484	\$ 720,484
Net loss	-	-	(84,486)	(84,486)
Distributions	-	-	(140,000)	(140,000)
Balance, December 31, 2016	1,000	\$ 1,000	\$ 494,998	\$ 495,998
Net Income	-	-	144,177	144,177
Distributions	-	-	(200,000)	(200,000)
Balance, December 31, 2017	1,000	\$ 1,000	\$ 439,176	\$ 440,176

See accompanying notes to the consolidated financial statements.

Integrated Medicine and Chiropractic Regeneration Center PSC
Consolidated Statements of Operations
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Patient Revenues	\$ 13,258,419	\$ 14,990,042
Contractual Adjustments	(8,298,287)	(11,678,158)
Total Patient Revenue	<u>4,960,132</u>	<u>3,311,884</u>
Operating expenses:		
Patient expenses	648,479	581,008
Salaries and benefits	2,334,770	1,999,455
Advertising and marketing	142,642	126,419
General and administrative	885,273	509,360
Depreciation and Amortization	197,945	139,614
Total operating expenses	<u>4,209,109</u>	<u>3,355,856</u>
Operating income (loss)	<u>751,023</u>	<u>(43,972)</u>
Other income (expense):		
Interest income	-	586
Loss on disposal of assets	(569,617)	-
Interest expense	(37,229)	(41,100)
Total other income (expenses)	<u>(606,846)</u>	<u>(40,514)</u>
Net income (loss)	<u>\$ 144,177</u>	<u>\$ (84,486)</u>

See accompanying notes to the consolidated financial statements.

Integrated Medicine and Chiropractic Regeneration Center PSC
Consolidated Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Net Income (loss)	\$ 144,177	\$ (84,486)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	197,945	139,614
Loss on disposal of assets	569,618	-
Deferred rent	11,960	10,400
(Increase) decrease in operating assets:		
Accounts receivable, net	(63,095)	72,997
Other assets	(28,031)	(34,502)
Security deposits	-	(5,521)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	29,608	9,664
Patient deposits	(3,232)	104,110
Lease incentive obligation	205,708	-
Net cash provided by operating activities	<u>1,064,658</u>	<u>212,277</u>
Cash flows from investing activities:		
Purchase of property and equipment	(656,507)	(22,716)
Proceeds of disposal of property and equipment	346,500	-
Net cash used in investing activities	<u>(310,007)</u>	<u>(22,716)</u>
Cash flows from financing activities:		
Proceeds from notes payable	100,000	-
Payments on notes payable	(622,057)	(84,329)
Proceeds from line of credit	140,000	247,095
Payments on line of credit	(180,000)	(227,919)
Payments on capital lease obligation	(6,306)	-
Distributions to stockholders	(200,000)	(140,000)
Net cash used in financing activities	<u>(768,363)</u>	<u>(205,153)</u>
Net decrease in cash	(13,713)	(15,592)
Cash, beginning of year	<u>29,707</u>	<u>45,299</u>
Cash, end of year	<u>\$ 15,994</u>	<u>\$ 29,707</u>

See accompanying notes to the consolidated financial statements.

Note 1 – Description of Business

Integrated Medicine and Chiropractic Regeneration Center PSC (“IMAC Kentucky” or the “Company”) provides orthopedic therapies. Its outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions.

Note 2 – Summary of Significant Accounting Policies

- **Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of IMAC Kentucky and the accounts of OLM, a real-estate variable interest entity which IMAC Kentucky is its primary beneficiary. All significant intercompany balances and transactions have been eliminated in consolidation.

- **Use of Estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the consolidated financial statements are prepared. On an ongoing basis, the Company evaluates its estimates, including those related to insurance adjustments and provisions for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

- **Revenue Recognition**

The Company’s patient service revenue is derived from non-surgical procedures performed at our outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third- party payer, including Medicare. We recognize patient service revenue, net of contractual allowances, which we estimate based on the historical trend of our cash collections and contractual write-offs.

- **Patient Deposits**

Patient deposits are derived from patient payments in advance of services delivered. Our service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, the Company typically requires up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, the Company is paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Note 2 – Summary of Significant Accounting Policies, continued

- **Fair Value of Financial Instruments**

The carrying amount of accounts receivable approximate their respective fair values due to the short- term nature. The carrying amount of the line of credit and note payable approximates fair values due to their market interest rates. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable.

- **Cash and Cash Equivalents**

The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. At December 31, 2017 and 2016, the Company had no cash equivalents.

- **Accounts Receivable**

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. The Company's ability to collect outstanding receivables is critical to its results of operations and cash flows. Accordingly, accounts receivable reported in the Company's consolidated financial statements is recorded at the net amount expected to be received. The Company's primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in the Company receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies' denial of claims, (iii) the risk that patients will fail to remit insurance payments to the Company when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity constraints that may prevent the Company from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay the Company for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance) and (vi) the risk of non-payment from uninsured patients.

The Company's accounts receivables from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of the Company's facilities' cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on the Company's financial condition or results of operations. The Company's collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage the Company's patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. The Company analyzes accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Note 2 – Summary of Significant Accounting Policies, continued

- **Allowance for Doubtful Accounts, Contractual and Other Discounts**

Management estimates the allowance for contractual and other discounts based on its historical collection experience and contracted relationship with the payers. The services authorized and provided and related reimbursement are often subject to interpretation and negotiation that could result in payments that differ from the Company's estimates. The Company's allowance for doubtful accounts is based on historical experience, but management also takes into consideration the age of accounts, creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. An account may be written-off only after the Company has pursued collection efforts or otherwise determines an account to be uncollectible. Uncollectible balances are written-off against the allowance. Recoveries of previously written-off balances are credited to income when the recoveries are made.

- **Property and Equipment**

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. Depreciation of owned assets and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred.

- **Long-Lived Assets**

Long-lived assets such as property and equipment are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairments of long lived assets in 2017 and 2016.

- **Advertising and Marketing**

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred. Advertising and marketing expense was \$142,642 and \$126,419 for the years ended December 31, 2017 and 2016, respectively.

- **Income Taxes**

The Company is a chapter S corporation and taxes are recognized and assessed at the shareholder level.

- **Legal Proceedings and Loss Contingencies**

The Company is subject to various legal proceedings, many involving routine litigation incidental to business. The outcome of any legal proceeding is not within the Company's complete control, it is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the consolidated financial statements when it is both (1) probable or known that a liability has been incurred and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the financial statements.

Note 2 – Summary of Significant Accounting Policies, continued

There are no known legal proceedings ongoing or loss contingencies for the years ended December 31, 2017 and 2016.

- **Recent Accounting Pronouncements**

The new revenue recognition accounting standard, *ASC Topic 606 Revenue from Contracts with Customers*, takes effect for public entities January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on the Company's financial position or results of operations when adopted.

The new lease accounting standard, ASC Topic 842, takes effect for public entities January 1, 2019, and January 1, 2020 for private entities. Management believes the provisions of ASC Topic 842 will result in the recognition of lease assets and liabilities on its consolidated financial statements when adopted.

Note 3 – Concentration of Credit Risks

- **Cash**

The Company places its cash with high credit quality financial institutions. There were no balances in excess of the Federal Deposit Insurance Corporation ("FDIC") coverage of \$250,000 per financial institution for the years ended December 31, 2017 and 2016. The Company maintains its cash in accounts at financial institutions, which may, at times, exceed federally-insured limits. The Company has not experienced any losses on such accounts and does not feel it is exposed to any significant risk with respect to cash.

- **Revenue and Accounts Receivable**

The Company had the following revenue and accounts receivable concentrations at December 31:

	2017		2016	
	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>
Patient payment	47%	47%	27%	27%
Medicare payment	25%	25%	27%	27%
Insurance payment	28%	28%	46%	46%

Note 4 – Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2017	2016
Gross accounts receivable	\$ 876,381	\$ 1,044,768
Less: allowance for doubtful accounts and contractual adjustments	552,120	814,919
Accounts receivable, net	<u>\$ 324,261</u>	<u>\$ 229,849</u>

Note 5 – Property and Equipment

	Estimated Useful Life in Years	2017	2016
Land	-	\$ -	\$ 172,379
Building	40	-	695,931
Computers	3	23,015	23,015
Machinery and equipment	5	792,988	667,780
Office equipment	5	36,328	18,067
Office furniture and fixtures	5	56,448	56,448
Rehab equipment	5	196,427	103,089
Vehicles	3	6,000	6,000
Leasehold improvements	Shorter of asset or lease term	468,146	105,707
Total property and equipment		1,579,352	1,848,416
Less: accumulated depreciation		(870,555)	(690,650)
Total property and equipment, net		<u>\$ 708,797</u>	<u>\$ 1,157,766</u>

Depreciation and amortization was \$197,945 and \$139,614 for the years ended December 31, 2017 and 2016, respectively.

Note 6 – Operating Leases

The Company has certain cancelable and non-cancelable operating leases for facilities used in the treatment of patients, which expire on various dates through 2024. Certain leases contain renewal options.

Rent expense for the operating leases was \$191,760 and \$149,189 during the years ended December 31, 2017 and 2016, respectively.

Note 6 – Operating Leases, continued

<u>Years Ending December 31,</u>	<u>Amount</u>
2018	\$ 242,924
2019	242,924
2020	202,698
2021	70,980
2022	74,923
Thereafter	88,331
Total	<u>\$ 922,780</u>

Note 7 – Line of Credit

IMAC Kentucky has a \$150,000 line of credit with a financial institution that matures on August 1, 2018. The line bears interest at 4.25% per annum (The LOC has a \$100,000 and \$140,000 balance at December 31, 2017 and 2016, respectively). The line is secured by substantially all of the Company's assets and personally guaranteed by the members.

Note 8 – Notes Payable

	<u>2017</u>	<u>2016</u>
Note payable to an employee in the amount of \$101,906 dated March 8, 2017. The note requires 5 annual installments of \$23,350 including principal and interest at 5%. The note matures on December 31, 2021, and is unsecured.	\$ 80,000	\$ -
Note payable to a financial institution in the amount of \$133,555 dated September 17, 2014. The note requires 60 monthly installments of \$2,475 including principal and interest at 4.25%. The note matures on September 17, 2019.	49,989	76,950

Continued on next page

Note 8 – Notes Payable, continued

	<u>2017</u>	<u>2016</u>
<i>Continued from previous page</i>		
Mortgage note payable to a financial institution in the amount of \$963,050 dated December 11, 2013. The note required 120 monthly installments of principal and interest at 4.95%. The note was repaid in December 2017.	-	575,096
	129,989	652,046
Less: current portion	<u>(49,989)</u>	<u>(76,950)</u>
Total notes payable, net	<u>\$ 80,000</u>	<u>\$ 575,096</u>

Note 9 – Related Party Transactions

IMAC Kentucky advanced monies to and leased real estate from OLM, a related company. OLM is a variable interest entity, formed by a founder and a spouse of one of the founders of the Company to purchase real estate for expansion of the Kentucky medical clinic. In 2017, OLM decided to not develop the real estate, which was sold. The Company sustained the loss related to the real estate sale. The financial statements of OLM have been included in the consolidated financial statements since IMAC of Kentucky was deemed the primary beneficiary of OLM.

The Company contracts with SpeakLife to provide staff training and patient advocacy services for \$99,000 per year. SpeakLife is owned by one of the Company's founders.

The Company contracts with UCI to provide marketing services to chiropractic practitioners and sources opportunities to expand chiropractic practices into regenerative medicine for \$144,000 per year. UCI is owned by the spouse of one of the Company's founders.

As of December 31, 2017, the Company has the following receivable amounts outstanding from entities. These entities are related to the Company by common ownership.

	<u>Amount</u>	
IMAC Holdings LLC	\$	52,968
IMAC R egeneration Management of Nashville LLC		44,285
IMAC Regeneration Center of St. Louis LLC		2,579
	<u>\$</u>	<u>99,832</u>

Note 10 – Retirement Plan

The Company offers a 401(k) plan that covers eligible employees. The plan provides for voluntary salary deferrals for eligible employees. Additionally, the Company is required to make matching contributions of 50% of up to 6 % of total compensation for those employees making salary deferrals. The Company made contributions of \$13,597 and \$11,575 during 2017 and 2016, respectively.

Note 11 – Commitments and Contingencies

The Company is subject to extensive regulation, including health insurance regulations directed at ascertaining the appropriateness of reimbursement, preventing fraud and abuse and otherwise regulating reimbursement. To ensure compliance, various insurance providers often conduct audits and request patient records and other documents to support claims submitted by the Company for payment of services rendered to customers. In the event that an audit results in discrepancies in the records provided, insurance providers may be entitled to extrapolate the results of the audit to make overpayment demands based on a wider population of claims than those examined in the audit.

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

Note 13 – Subsequent Events

In March 2018, IMAC Holdings LLC, an entity related by common ownership, committed to enter into an exclusive Management Services Agreement ("MSA") to provide comprehensive management and related administrative services.

Integrated Medicine and Chiropractic Regeneration Center PSC
Condensed Consolidated Balance Sheets
March 31, 2018 (unaudited) and December 31, 2017

	<u>March 31, 2018</u> <u>(unaudited)</u>	<u>December 31, 2017</u>
<u>ASSETS</u>		
Current assets:		
Cash	\$ 65,876	\$ 15,994
Accounts receivable, net	465,568	324,261
Employee and Member receivables	34,050	1,070
Other assets	65,880	65,780
Total current assets	<u>631,374</u>	<u>407,105</u>
Property and equipment, net	653,666	708,798
Other assets:		
Due from related parties	41,060	99,832
Security deposits	5,521	5,521
Total other assets	<u>46,581</u>	<u>105,353</u>
Total assets	<u>\$ 1,331,621</u>	<u>\$ 1,221,256</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 144,572	\$ 84,180
Patient deposits	300,885	161,929
Notes payable - current portion	48,412	49,989
Capital lease obligation, current portion	8,306	7,867
Line of credit	149,902	100,000
Total current liabilities	<u>652,077</u>	<u>403,965</u>
Long-term liabilities:		
Notes payable, net of current portion	74,675	80,000
Capital lease obligation, net of current portion	46,176	46,448
Deferred rent	42,194	44,960
Lease incentive obligation	193,495	205,708
Total liabilities	<u>1,008,617</u>	<u>781,081</u>
Stockholders' equity:		
Common stock, \$1.00 par value, 1,000 shares issued and outstanding	1,000	1,000
Retained earnings	322,004	439,175
Total stockholders' equity	<u>323,004</u>	<u>440,175</u>
Total liabilities and stockholders' equity	<u>\$ 1,331,621</u>	<u>\$ 1,221,256</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

Integrated Medicine and Chiropractic Regeneration Center PSC
Condensed Consolidated Statements of Operations
For the Three Months Ended March 31, 2018 and 2017 (Unaudited)

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u> <u>(unaudited)</u>
Patient Revenues	\$ 2,825,256	\$ 2,930,075
Contractual Adjustments	(1,845,047)	(1,776,260)
Total patient revenue	<u>980,209</u>	<u>1,153,815</u>
Operating expenses:		
Patient expenses	138,853	126,320
Salaries and benefits	651,282	564,616
Advertising and marketing	44,817	40,511
General and administrative	203,376	208,985
Depreciation and amortization	59,752	33,621
Total operating expenses	<u>1,098,080</u>	<u>974,053</u>
Operating (loss) income	(117,871)	179,762
Other income (expense):		
Gain on disposal of assets	-	74,120
Interest income	4,096	
Interest expense	(3,395)	(22,010)
Total other income (expense)	<u>701</u>	<u>52,110</u>
Net (loss) income	<u>\$ (117,170)</u>	<u>\$ 231,872</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

Integrated Medicine and Chiropractic Regeneration Center PSC
Condensed Consolidated Statements of Cash Flows
For the Three Months Ended March 31, 2018 and 2017 (Unaudited)

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u> <u>(unaudited)</u>
Cash flows from operating activities:		
Net (loss) income	\$ (117,170)	\$ 231,873
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	59,752	33,620
Deferred rent	(2,766)	5,534
(Increase) decrease in operating assets:		
Accounts receivable, net	(115,515)	(180,229)
Other assets	(100)	(1,608)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	60,391	75,237
Patient deposits	138,956	126,628
Lease incentive obligation	(12,213)	(2,331)
Net cash provided by (used in) operating activities	<u>11,335</u>	<u>288,724</u>
Cash flows from investing activities:		
Purchase of property and equipment	(4,453)	(279,322)
Net cash used in investing activities	<u>(4,453)</u>	<u>(279,322)</u>
Cash flows from financing activities:		
Proceeds from notes payable	-	100,000
Payments on notes payable	(6,902)	(6,632)
Proceeds from line of credit	50,000	-
Payments on line of credit	(98)	(61,046)
Distributions to members	-	(20,000)
Net cash provided by financing activities	<u>43,000</u>	<u>12,322</u>
Net (decrease) increase in cash	49,882	21,724
Cash, beginning of quarter	15,994	29,706
Cash, end of quarter	<u>\$ 65,876</u>	<u>\$ 51,430</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

Note 1 – Description of Business

Integrated Medicine and Chiropractic Regeneration Center PSC (“IMAC Kentucky” or the “Company”) provides orthopedic therapies. Its outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions.

Note 2 – Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying condensed consolidated financial statements include the accounts of IMAC Kentucky and the accounts of OLM, a real-estate variable interest entity which IMAC Kentucky is its primary beneficiary. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the consolidated financial statements are prepared. On an ongoing basis, the Company evaluates its estimates, including those related to insurance adjustments and provisions for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

Basis of Presentation

The condensed consolidated financial statements have been prepared by the Company, without audit. In the opinion of the Company’s management, the financial statements reflect all adjustments (consisting of normal recurring adjustments, reclassifications and non-recurring adjustments) necessary to present fairly the financial position and results of operations and cash flows for the period presented herein, but are not necessarily indicative of the results of operations to be expected for the year ending December 31, 2018.

Revenue Recognition

The Company’s patient service revenue is derived from non-surgical procedures performed at our outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third- party payer, including Medicare. The Company recognizes patient service revenue, net of contractual allowances, which are estimated based on the historical trend of cash collections and contractual write-offs.

Note 2 – Summary of Significant Accounting Policies, continued

Revenue Recognition, continued

Patient Deposits

Patient deposits are derived from patient payments in advance of services delivered. The Company's service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, the Company typically requires up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, the Company is paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Fair Value of Financial Instruments

The carrying amount of accounts receivable approximate their respective fair values due to the short- term nature. The carrying amount of the line of credit and note payable approximates fair values due to their market interest rates. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. At March 31, 2018 and December 31, 2017, the Company had no cash equivalents.

Accounts Receivable

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. The Company's ability to collect outstanding receivables is critical to its results of operations and cash flows. Accordingly, accounts receivable reported in the Company's consolidated financial statements is recorded at the net amount expected to be received. The Company's primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in the Company receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies' denial of claims, (iii) the risk that patients will fail to remit insurance payments to the Company when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity, constraints that may prevent the Company from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay the Company for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance) and (vi) the risk of non-payment from uninsured patients.

The Company's accounts receivables from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of the Company's facilities' cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on the Company's financial condition or results of operations. The Company's collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage the Company's patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. The Company analyzes accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Note 2 – Summary of Significant Accounting Policies, continued

Allowance for Doubtful Accounts, Contractual and Other Discounts

Management estimates the allowance for contractual and other discounts based on its historical collection experience and contracted relationship with the payers. The services authorized and provided and related reimbursement are often subject to interpretation and negotiation that could result in payments that differ from the Company's estimates. The Company's allowance for doubtful accounts is based on historical experience, but management also takes into consideration the age of accounts, creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. An account may be written-off only after the Company has pursued collection efforts or otherwise determines an account to be uncollectible. Uncollectible balances are written-off against the allowance. Recoveries of previously written-off balances are credited to income when the recoveries are made.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. Depreciation of owned assets and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred.

Note 2 – Summary of Significant Accounting Policies, continued

Long-Lived Assets

Long-lived assets such as property and equipment are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairments of long lived assets for the three months ended March 31, 2018 and 2017, respectively.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred. Advertising and marketing expense was \$44,817 (unaudited) and \$40,511 (unaudited) for the three months ended March 31, 2018 and 2017, respectively.

Income Taxes

The Company is a chapter S corporation and taxes are recognized and assessed at the shareholder level.

Legal Proceedings and Loss Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to business. The outcome of any legal proceeding is not within the Company's complete control, it is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the combined consolidated financial statements when it is both (1) probable or known that a liability has been incurred and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the financial statements.

There are no known legal proceedings ongoing or loss contingencies for the three months ended March 31, 2018 and 2017, respectively.

Recent Accounting Pronouncements

The new revenue recognition accounting standard, *ASC Topic 606 Revenue from Contracts with Customers*, takes effect for public entities on January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on the Company's financial position or results of operations when adopted.

Note 2 – Summary of Significant Accounting Policies, continued

Recent Accounting Pronouncements, continued

The new lease accounting standard, ASC Topic 842, takes effect for public entities on January 1, 2019. Management believes the provisions of ASC Topic 842 will result in the recognition of right of use assets and liabilities on its consolidated financial statements when adopted.

Note 3 – Concentration of Credit Risks

Cash

The Company places its cash with high credit quality financial institutions. There were no balances in excess of the Federal Deposit Insurance Corporation (“FDIC”) coverage of \$250,000 per financial institution at March 31, 2018 and December 31, 2017, respectively. The Company maintains its cash in accounts at financial institutions, which may, at times, exceed federally-insured limits. The Company has not experienced any losses on such accounts and does not feel it is exposed to any significant risk with respect to cash.

Revenue and Accounts Receivable

The Company had the following revenue and accounts receivable concentrations at and for the three months ended March 31, 2018 (unaudited) and December 31 2017:

	2018 (unaudited)		2017	
	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>
Patient payment	46%	46%	53%	53%
Medicare payment	22%	22%	24%	24%
Insurance payment	32%	32%	24%	24%

Integrated Medicine and Chiropractic Regeneration Center PSC
Notes to the Condensed Consolidated Financial Statements (Unaudited)

Note 4 – Accounts Receivable

Accounts receivable consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u>
Gross accounts receivable	\$ 1,356,105	\$ 876,381
Less: allowance for doubtful accounts and contractual adjustments	890,537	552,120
Accounts receivable, net	<u>\$ 465,568</u>	<u>\$ 324,261</u>

Note 5 – Property and Equipment

Property and equipment consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	<u>Estimated</u> <u>Useful Life in Years</u>	<u>2018</u> <u>(unaudited)</u>	<u>2017</u>
Computers	3	\$ 23,015	\$ 23,015
Machinery and equipment	5	797,608	792,988
Office equipment	5	36,328	36,328
Office furniture and fixtures	5	56,448	56,449
Rehab equipment	5	196,428	196,427
Vehicles	3	6,000	6,000
Leasehold improvements	Shorter of asset or lease term	468,146	468,146
Total property and equipment		<u>1,583,973</u>	<u>1,579,353</u>
Less: accumulated depreciation		(930,307)	(870,555)
Total property and equipment, net		<u>\$ 653,666</u>	<u>\$ 708,798</u>

Depreciation and amortization was \$59,752 (unaudited) and \$29,271 (unaudited) for the three months ended March 31, 2018 and 2017, respectively.

Note 6 – Operating Leases

The Company has certain cancelable and non-cancelable operating leases for facilities used in the treatment of patients, which expire on various dates through 2024. Certain leases contain renewal options.

Rent expense for the operating leases was \$49,067 (unaudited) and \$45,850 (unaudited) during the three months ended March 31, 2018 and 2017, respectively.

Note 6 – Operating Leases, continued

The required future minimum lease payments under the remaining non-cancelable operating leases consists of the following at March 31, 2018 (unaudited):

<u>Years Ending December 31,</u>	<u>Amount</u>
2018 (9 months)	\$ 182,193
2019	242,924
2020	202,698
2021	70,980
2022	74,923
Thereafter	88,331
Total	<u>\$ 862,049</u>

Note 7 – Lines of Credit

IMAC Kentucky has a \$150,000 line of credit with a financial institution that matures on August 1, 2018. The line bears interest at 4.25% per annum (The LOC has a balance of \$149,902 (unaudited) and \$100,000 at March 31, 2018 and December 31, 2017, respectively). The line is secured by substantially all of the Company's assets and personally guaranteed by the owners.

Integrated Medicine and Chiropractic Regeneration Center PSC
Notes to the Condensed Consolidated Financial Statements (Unaudited)

Note 8 – Notes Payable

Notes payable consisted of the following at March 31(unaudited):

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u>
Note payable to an employee in the amount of \$101,906 dated March 8, 2017. The note requires 5 annual installments of \$23,350 including principal and interest at 5%. The note matures on December 31, 2021, and is unsecured.	\$ 80,000	\$ 80,000
Note payable to a financial institution in the amount of \$133,555 dated September 17, 2014. The note requires 60 monthly installments of \$2,475 including principal and interest at 4.25%. The note matures on September 17, 2019.	43,087	49,989
	<u>123,087</u>	<u>129,989</u>
Less: current portion	<u>(48,412)</u>	<u>(49,989)</u>
Total notes payable, net	<u>\$ 74,675</u>	<u>\$ 80,000</u>

Principal maturities of notes payable at March 31, 2018 (unaudited) are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u>
2018 (9 months)	\$ 48,412
2019	34,675
2020	20,000
2021	20,000
Total	<u>\$ 123,087</u>

Note 9 – Related Party Transactions

The Company contracts with SpeakLife to provide staff training and patient advocacy services for \$99,000 per year. SpeakLife is owned by one of the Company's founders.

The Company contracts with UCI to provide marketing services to chiropractic practitioners and sources opportunities to expand chiropractic practices into regenerative medicine for \$144,000 per year. UCI is owned by the spouse of one of the Company's founders.

At March 31, 2018 and December 31, 2017, the Company has receivable amounts outstanding from entities which are related to the Company by common ownership. Amounts due to the Company amounted to \$41,060 (unaudited) and \$99,832 at March 31, 2018 and December 31, 2017, respectively.

Note 10 – Retirement Plan

The Company offers a 401(k) plan that covers eligible employees. The plan provides for voluntary salary deferrals for eligible employees. Additionally, the Company is required to make matching contributions of 50% of up to 6 % of total compensation for those employees making salary deferrals. The Company made contributions of \$4,994 (unaudited) and \$2,397 (unaudited) during the three months ended March 31, 2018 and 2017, respectively.

Note 11 – Commitments and Contingencies

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

The Company is subject to extensive regulation, including health insurance regulations directed at ascertaining the appropriateness of reimbursement, preventing fraud and abuse and otherwise regulating reimbursement. To ensure compliance, various insurance providers often conduct audits and request patient records and other documents to support claims submitted by the Company for payment of services rendered to customers. In the event that an audit results in discrepancies in the records provided, insurance providers may be entitled to extrapolate the results of the audit to make overpayment demands based on a wider population of claims than those examined in the audit.

Report of Independent Registered Public Accounting Firm

To the Board of Directors
IMAC Regeneration Center of St. Louis, LLC
St. Louis, Missouri

Opinion on the Financial Statements

We have audited the accompanying balance sheets of IMAC Regeneration Center of St. Louis, LLC (the "Company") at December 31, 2017 and 2016, and the related statements of operations and members' equity, and cash flows for each of the years then ended, and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Daszka Bolton LLP

We have served as the Company's auditors since 2017.

Boca Raton, Florida
May 31, 2018

IMAC Regeneration Center of St. Louis, LLC
 Balance Sheets
 December 31, 2017 and 2016

<u>ASSETS</u>	<u>2017</u>	<u>2016</u>
Current assets:		
Cash	\$ 34,911	\$ 20,797
Accounts receivable, net	183,064	213,452
Other assets	29,355	31,726
Total current assets	<u>247,330</u>	<u>265,975</u>
Property and equipment, net	878,521	765,220
Other assets:		
Security deposits	454,814	504,814
Total other assets	<u>454,814</u>	<u>504,814</u>
Total assets	<u>\$ 1,580,665</u>	<u>\$ 1,536,009</u>
<u>LIABILITIES AND MEMBERS' EQUITY</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 39,448	\$ 90,507
Patient deposits	163,176	205,743
Notes payable – current portion	52,236	49,987
Related party note payable	420,788	500,000
Line of credit	150,000	-
Total current liabilities	<u>825,648</u>	<u>846,237</u>
Long-term liabilities:		
Notes payable, net of current portion	212,152	264,388
Deferred rent	98,959	65,700
Lease incentive obligation	424,844	355,230
Total liabilities	1,561,603	1,531,555
Members' equity	19,062	4,454
Total liabilities and members' equity	<u>\$ 1,580,665</u>	<u>\$ 1,536,009</u>

See accompanying notes to the financial statements.

IMAC Regeneration Center of St. Louis, LLC
Statements of Operations and Members' equity
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Patient revenues:	\$ 8,073,943	\$ 3,171,811
Contractual adjustments	(5,364,015)	(2,258,157)
Total patient revenues, net	<u>2,709,928</u>	<u>913,654</u>
Operating expenses:		
Patient expenses	309,927	211,554
Salaries and benefits	1,327,527	661,882
Advertising and marketing	202,541	121,040
General and administrative	679,596	337,409
Depreciation	134,563	70,979
Total operating expenses	<u>2,654,154</u>	<u>1,402,864</u>
Operating income (loss)	55,774	(489,210)
Other income (expense):		
Interest income	2,670	-
Interest expense	(43,836)	(6,336)
Total other income (expense)	<u>(41,166)</u>	<u>(6,336)</u>
Net income (loss)	14,608	(495,546)
Member's equity, beginning of year	<u>4,454</u>	<u>500,000</u>
Member's equity, end of year	<u>\$ 19,062</u>	<u>\$ 4,454</u>

See accompanying notes to the financial statements.

IMAC Regeneration Center of St. Louis, LLC
Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Net income (loss)	\$ 14,608	\$ (495,546)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	134,563	70,979
Deferred rent	33,259	65,700
(Increase) decrease in operating assets:		
Accounts receivable, net	30,388	286,548
Other assets	2,371	(31,726)
Security deposits	50,000	(504,814)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	(51,059)	90,507
Patient deposits	(42,567)	205,743
Lease Incentive Obligation	69,614	355,230
Net cash provided by operating activities	<u>241,178</u>	<u>42,621</u>
Cash flows from investing activities:		
Purchase of property and equipment	(247,864)	(836,199)
Net cash used in investing activities	<u>(247,864)</u>	<u>(836,199)</u>
Cash flows from financing activities:		
Proceeds from notes payable	-	881,387
Payments on notes payable	(49,987)	(67,012)
Payments on related party note payable	(79,212)	-
Proceeds from line of credit	300,000	-
Payments on line of credit	(150,000)	-
Net cash provided by financing activities	<u>20,801</u>	<u>814,375</u>
Net increase in cash	14,115	20,797
Cash, beginning of year	<u>20,797</u>	<u>-</u>
Cash, end of year	<u>\$ 34,911</u>	<u>\$ 20,797</u>

See accompanying notes to the financial statements.

Note 1 – Description of Business

IMAC Regeneration Center of St. Louis, LLC (“IMAC St. Louis”) was formed in 2015 as a Limited Liability Company and provides orthopedic therapies. Through its entities, its outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. The Company has partnered with Ozzie Smith in opening its medical clinics, with a focus around treating sports injuries.

Note 2 – Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the financial statements are prepared. On an ongoing basis, the Company evaluates its estimates, including those related to insurance adjustments and provisions for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

Revenue Recognition

The Company’s patient service revenue is derived from non-surgical procedures performed at the Company’s outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third- party payer, including Medicare. The Company recognizes patient service revenue, net of contractual allowances, which are estimated based on the historical trend of cash collections and contractual write-offs.

Patient Deposits

Patient deposits are derived from patient payments in advance of services delivered. Our service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, the Company typically requires up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, the Company is paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Fair Value of Financial Instruments

The carrying amount of accounts receivable approximate their respective fair values due to the short- term nature. The carrying amount of the line of credit and note payable approximates fair values due to their market interest rates. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable.

Note 2 – Summary of Significant Accounting Policies, continued

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. At December 31, 2017 and 2016, the Company had no cash equivalents.

Accounts Receivable

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. The Company's ability to collect outstanding receivables is critical to its results of operations and cash flows. Accordingly, accounts receivable reported in the Company's financial statements is recorded at the net amount expected to be received. The Company's primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in the Company receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies' denial of claims, (iii) the risk that patients will fail to remit insurance payments to the Company when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity constraints that may prevent the Company from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay the Company for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance) and (vi) the risk of non-payment from uninsured patients.

The Company's accounts receivable from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of the Company's facilities' cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on the Company's financial condition or results of operations. The Company's collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage the Company's patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. The Company analyzes accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Note 2 – Summary of Significant Accounting Policies, continued

Allowance for Doubtful Accounts, Contractual and Other Discounts

Management estimates the allowance for contractual and other discounts based on its historical collection experience and contracted relationship with the payers. The services authorized and provided and related reimbursement are often subject to interpretation and negotiation that could result in payments that differ from the Company's estimates. The Company's allowance for doubtful accounts is based on historical experience, but management also takes into consideration the age of accounts, creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. An account may be written-off only after the Company has pursued collection efforts or otherwise determines an account to be uncollectible. Uncollectible balances are written-off against the allowance. Recoveries of previously written-off balances are credited to income when the recoveries are made.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. Depreciation of owned assets and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred.

Long-Lived Assets

Long-lived assets such as property and equipment are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairments of long lived assets in 2017 and 2016.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred. Advertising and marketing expense was \$202,541 and \$71,045 for the years ended December 31, 2017 and 2016, respectively.

Income Taxes

IMAC of St. Louis is a limited liability company taxed as a partnership. As a result, income taxes are passed through to the members. Accordingly, no provision for income taxes is reflected in the financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. At December 31, 2017 and 2016, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. All tax years are open and subject to examination by the taxing authorities.

Note 2 – Summary of Significant Accounting Policies, continued

Legal Proceedings and Loss Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to business. The outcome of any legal proceeding is not within the Company's complete control, it is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the financial statements when it is both (1) probable or known that a liability has been incurred and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the financial statements.

There are no known legal proceedings ongoing or loss contingencies for the years ended December 31, 2017 and 2016.

Recent Accounting Pronouncements

The new revenue recognition accounting standard, *ASC Topic 606 Revenue from Contracts with Customers*, takes effect for public entities January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on the Company's financial position or results of operations when adopted.

The new lease accounting standard, *ASC Topic 842*, takes effect for public entities January 1, 2019, and January 1, 2020 for private entities. Management believes the provisions of ASC Topic 842 will result in the recognition of lease assets and liabilities on its financial statements when adopted.

Note 3 – Concentration of Credit Risks

Cash

The Company places its cash with high credit quality financial institutions. Cash and cash equivalents in excess of the Federal Deposit Insurance Corporation ("FDIC") coverage of \$250,000 per financial institution. There were no balances in excess of the FDIC coverage for the years ended December 31 2017 and 2016. The Company maintains its cash in accounts at financial institutions, which may, at times, exceed federally-insured limits. The Company has not experienced any losses on such accounts and does not feel it is exposed to any significant risk with respect to cash.

Note 3 – Concentration of Credit Risks, continued**Revenue and Accounts Receivable**

The Company had the following revenue and accounts receivable concentrations at December 31:

	2017		2016	
	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>	<u>% of Revenue</u>	<u>% of Accounts Receivable</u>
Patient payment	57%	57%	52%	52%
Medicare payment	23%	23%	21%	21%
Insurance payment	20%	20%	27%	27%

Note 4 – Accounts Receivable

Accounts receivable consisted of the following at December 31:

	<u>2017</u>	<u>2016</u>
Gross accounts receivable	\$ 545,482	\$ 741,152
Less: allowance for doubtful accounts and contractual adjustments	362,418	527,700
Accounts receivable, net	<u>\$ 183,064</u>	<u>\$ 213,452</u>

Note 5 – Property and Equipment

Property and equipment consisted of the following at December 31:

	<u>Estimated Useful Life in Years</u>	<u>2017</u>	<u>2016</u>
Computers	3	\$ 5,713	\$ 5,713
Machinery and equipment	5	294,320	166,503
Office furniture and fixtures	5	10,828	10,828
Signs	5	20,260	20,260
Leasehold improvements	Shorter of asset or lease term	752,942	632,895
Total property and equipment		<u>1,084,063</u>	<u>836,199</u>
Less: accumulated depreciation		<u>(205,543)</u>	<u>(70,979)</u>
Total property and equipment, net		<u>\$ 878,520</u>	<u>\$ 765,220</u>

Depreciation and amortization was \$134,563 and \$70,979 for the years ended December 31, 2017 and 2016, respectively.

Note 6 – Operating Leases

The Company has certain cancelable and non-cancelable operating leases for facilities used in the treatment of patients, which expire on various dates through 2026. Certain leases contain renewal options.

Years Ending December 31,	Amount
2018	\$ 254,866
2019	254,866
2020	254,866
2021	260,341
2022	253,565
Thereafter	753,360
Total	<u>\$ 2,031,864</u>

Rent expense for the operating leases was \$252,654 and \$141,702 during the years ended December 31, 2017 and 2016, respectively.

Note 7 – Lines of Credit

IMAC St. Louis, LLC has a \$150,000 line of credit with a financial institution that matures on November 15, 2018. The line bears interest at 4.25% per annum (The LOC has a \$150,000 balance at December 31, 2017). The line is secured by substantially all of the Company's assets and is personally guaranteed by the members.

Note 8-Notes Payable

	2017	2016
Note payable to a financial institution in the amount of \$131,400 dated August 1, 2016. The note requires 120 monthly installments of \$1,394 including principal and interest at 5%. The note matures on July 1, 2026, and is secured by a letter of credit.	\$ 116,525	\$ 127,134
Note payable to a financial institution in the amount of \$200,000 dated May 4, 2016. The note requires 60 monthly installments of \$3,881 including principal and interest at 4.25%. The note matures on May 4, 2021, and is secured by the equipment and personal guarantees of the Company's members.	147,863	187,241
	264,388	314,375
Less: current portion:	(52,236)	(49,987)
	<u>\$ 212,152</u>	<u>\$ 264,388</u>

Note 8-Notes Payable, continued

Principal maturities of notes payable at December 31, 2017 are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u>
2018	\$ 52,236
2019	54,587
2020	57,047
2021	32,143
2022	13,615
Thereafter	54,760
Total	<u>\$ 264,388</u>

Note 9 – Related Party Transactions

The Company owes the following amounts as of December 31st 2017 to the following related entities. These entities are related based on common ownership with the Company:

	<u>Amount</u>
Facility	\$ 1,753
IMAC Holdings LLC	2,577
Integrated Medicine and Chiropractic Regeneration Center PC	<u>\$ 4,330</u>

This balance is included within accounts payable and accrued expenses on the balance sheets.

Note 10 – Members' Equity

Pursuant to its operating agreement, the Company has authorized 100 member units, and has 100 units issued and outstanding.

The Company maintains separate capital accounts for each member and is credited for capital contributions and each member's share of profits and is debited for distributions and each member's share of losses. The allocation of profit and losses is allocated to the members in accordance with their respective percentage interest in each entity.

Note 11 – Retirement Plan

The Company offers a 401(k) plan that covers eligible employees. The plan provides for voluntary salary deferrals for eligible employees. Additionally, the Company is required to make matching contributions of 50% of up to 6 % of total compensation for those employees making salary deferrals. The Company made contributions of \$891 and \$0 during 2017 and 2016, respectively.

Note 12 – Commitments and Contingencies

The Company is subject to extensive regulation, including health insurance regulations directed at ascertaining the appropriateness of reimbursement, preventing fraud and abuse and otherwise regulating reimbursement. To ensure compliance, various insurance providers often conduct audits and request patient records and other documents to support claims submitted by the Company for payment of services rendered to customers. In the event that an audit results in discrepancies in the records provided, insurance providers may be entitled to extrapolate the results of the audit to make overpayment demands based on a wider population of claims than those examined in the audit.

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

Note 13 – Subsequent Events

In March 2018, the IMAC Holdings LLC entered into an agreement to purchase sixty-four of one hundred of the outstanding ownership shares in the company held by others for an amount based on a percentage of collections from regeneration- related services and associated products for a defined period.

IMAC Regeneration Center of St Louis, LLC
Condensed Balance Sheets
March 31, 2018 (unaudited) and December 31, 2017

	<u>March 31, 2018</u> <u>(unaudited)</u>	<u>December 31, 2017</u>
ASSETS		
Current assets:		
Cash	\$ 16,055	\$ 34,911
Accounts receivable, net	221,502	183,064
Other assets	13,630	29,355
Total current assets	<u>251,187</u>	<u>247,330</u>
Property and equipment, net	847,191	878,521
Other assets:		
Security deposits	454,814	454,814
Total other assets	<u>454,814</u>	<u>454,814</u>
Total assets	<u>\$ 1,553,192</u>	<u>\$ 1,580,665</u>
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable and accrued expenses	\$ 76,051	\$ 35,117
Patient Deposits	243,077	163,176
Notes payable - current portion	52,814	52,236
Related party payable	128,593	4,331
Related party note payable	420,788	420,788
Line of credit	150,000	150,000
Total current liabilities	<u>1,071,323</u>	<u>825,648</u>
Long-term liabilities:		
Notes payable, net of current portion	198,730	212,152
Deferred Rent	97,209	98,959
Lease Incentive Obligation	409,962	424,844
Total liabilities	<u>1,777,224</u>	<u>1,561,603</u>
Members' equity (deficit)	<u>(224,032)</u>	<u>19,061</u>
Total liabilities and members' equity (deficit)	<u>\$ 1,553,192</u>	<u>\$ 1,580,664</u>

See accompanying notes to the unaudited condensed financial statements.

IMAC Regeneration Center of St Louis, LLC
Condensed Statements of Income and Members' Equity (Deficit)
For the Three Months Ended March 31, 2018 and 2017 (unaudited)

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u> <u>(unaudited)</u>
Patient Revenues	1,726,631	1,814,432
Contractual Adjustments	(1,194,661)	(1,189,451)
Total patient revenues, net	\$ 531,970	\$ 624,981
Operating expenses:		
Patient expenses	101,761	111,909
Salaries and benefits	382,016	280,466
Advertising and marketing	72,489	36,226
General and administrative	168,772	139,338
Depreciation and Amortization	39,036	27,104
Total operating expenses	<u>764,073</u>	<u>595,043</u>
(Loss) income from operations	(232,103)	29,938
Other income (expense):		
Interest expense	(10,991)	(9,475)
Total other income (expense)	<u>(10,991)</u>	<u>(9,475)</u>
Net (loss) income	(243,094)	20,463
Members' equity, beginning of the period	19,062	4,454
Members' equity (deficit), end of the period	<u>\$ (224,032)</u>	<u>\$ 24,916</u>

See accompanying notes to the unaudited condensed financial statements.

IMAC Regeneration Center of St Louis, LLC
Condensed Statements of Cash Flows
For the Three Months Ended March 31, 2018 and 2017 (Unaudited)

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u> <u>(unaudited)</u>
Cash flows from operating activities:		
Net (loss) income	\$ (243,094)	\$ 20,462
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	39,036	27,104
Deferred rent	(1,750)	-
(Increase) decrease in operating assets:		
Accounts receivable, net	(38,438)	44,428
Other assets	15,725	(1,715)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	165,196	(33,077)
Patient deposits	79,901	4,556
Lease incentive obligation	(14,882)	(9,267)
Net cash provided by operating activities	<u>1,694</u>	<u>52,491</u>
Cash flows from investing activities:		
Purchase of property and equipment	(7,706)	(127,690)
Net cash used in investing activities	<u>(7,706)</u>	<u>(127,690)</u>
Cash flows from financing activities:		
Payments on notes payable	(12,843)	(35,834)
Proceeds from line of credit	-	130,000
Net cash (used in) provided by financing activities	<u>(12,843)</u>	<u>94,166</u>
Net (decrease) increase in cash	(18,856)	18,967
Cash, beginning of period	34,911	20,797
Cash, end of period	<u>\$ 16,055</u>	<u>\$ 39,764</u>

See accompanying notes to the unaudited condensed financial statements.

Note 1 – Description of Business

IMAC Regeneration Center of St. Louis, LLC (“IMAC St. Louis”) provides orthopedic therapies. Through its entities, its outpatient medical clinics provide conservative, non-invasive medical treatments to help patients with back pain, knee pain, joint pain, ligament and tendon damage, and other related soft tissue conditions. The Company has partnered with Ozzie Smith in opening its medical clinics, with a focus around treating sports injuries.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The condensed financial statements have been prepared by the Company, without audit. In the opinion of the Company’s management, the financial statements reflect all adjustments (consisting of normal recurring adjustments, reclassifications and non-recurring adjustments) necessary to present fairly the financial position and results of operations and cash flows for the period presented herein, but are not necessarily indicative of the results of operations to be expected for the year ending December 31, 2018.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses at the date and for the periods that the financial statements are prepared. On an ongoing basis, the Company evaluates its estimates, including those related to insurance adjustments and provisions for doubtful accounts. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from those estimates.

Revenue Recognition

The Company’s patient service revenue is derived from non-surgical procedures performed at the Company’s outpatient medical clinics and patient visits to physicians. The fees for such services are billed either to the patient or a third- party payer, including Medicare. The Company recognizes patient service revenue, net of contractual allowances, which are estimated based on the historical trend of our cash collections and contractual write-offs.

Patient Deposits

Patient deposits are derived from patient payments in advance of services delivered. Our service lines include traditional and regenerative medicine. Regenerative medicine procedures are not paid by insurance carriers; therefore, the Company typically requires up-front payment from the patient for regenerative services and any co-pays and deductibles as required by the patient specific insurance carrier. For some patients, credit is provided through an outside vendor. In this case, the Company is paid from the credit card company and the risk is transferred to the credit card company for collection from the patient. These funds are accounted for as patient deposits until the procedures are performed at which point the patient deposit is recognized as patient service revenue.

Note 2 – Summary of Significant Accounting Policies, continued

Fair Value of Financial Instruments

The carrying amount of accounts receivable approximate their respective fair values due to the short- term nature. The carrying amount of the line of credit and note payable approximates fair values due to their market interest rates. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. At March 31, 2018 and December 31, 2017, the Company had no cash equivalents.

Accounts Receivable

Accounts receivable primarily consists of amounts due from third-party payers (non-governmental), governmental payers and private pay patients and is recorded net of allowances for doubtful accounts and contractual discounts. The Company's ability to collect outstanding receivables is critical to its results of operations and cash flows. Accordingly, accounts receivable reported in the Company's financial statements is recorded at the net amount expected to be received. The Company's primary collection risks are (i) the risk of overestimation of net revenues at the time of billing that may result in the Company receiving less than the recorded receivable, (ii) the risk of non-payment as a result of commercial insurance companies' denial of claims, (iii) the risk that patients will fail to remit insurance payments to the Company when the commercial insurance company pays out-of-network claims directly to the patient, (iv) resource and capacity, constraints that may prevent the Company from handling the volume of billing and collection issues in a timely manner, (v) the risk that patients do not pay the Company for their self-pay balances (including co-pays, deductibles and any portion of the claim not covered by insurance) and (vi) the risk of non-payment from uninsured patients.

The Company's accounts receivable from third-party payers are recorded net of estimated contractual adjustments and allowances from third-party payers, which are estimated based on the historical trend of the Company's facilities' cash collections and contractual write-offs, accounts receivable aging, established fee schedules, relationships with payers and procedure statistics. While changes in estimated reimbursement from third-party payers remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on the Company's financial condition or results of operations. The Company's collection policies and procedures are based on the type of payer, size of claim and estimated collection percentage for each patient account. The operating systems used to manage the Company's patient accounts provide for an aging schedule in 30-day increments, by payer, physician and patient. The Company analyzes accounts receivable at each of the facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with insurance carriers or patients and written correspondence.

Note 2 – Summary of Significant Accounting Policies, continued

Allowance for Doubtful Accounts, Contractual and Other Discounts

Management estimates the allowance for contractual and other discounts based on its historical collection experience and contracted relationship with the payers. The services authorized and provided and related reimbursement are often subject to interpretation and negotiation that could result in payments that differ from the Company's estimates. The Company's allowance for doubtful accounts is based on historical experience, but management also takes into consideration the age of accounts, creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. An account may be written-off only after the Company has pursued collection efforts or otherwise determines an account to be uncollectible. Uncollectible balances are written-off against the allowance. Recoveries of previously written-off balances are credited to income when the recoveries are made.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. Depreciation of owned assets and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred.

Long-Lived Assets

Long-lived assets such as property and equipment are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There were no impairments of long lived assets for the three months ended March 31, 2018 and 2017, respectively.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred. Advertising and marketing expense was \$72,489 (unaudited) and \$36,226 (unaudited) for the three months ended March 31, 2018 and 2017, respectively.

Income Taxes

IMAC of St. Louis is a limited liability company taxed as a partnership. As a result, income taxes are passed through to the members. Accordingly, no provision for income taxes is reflected in the financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. At March 31, 2018 and December 31, 2017, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. All tax years are open and subject to examination by the taxing authorities.

Note 2 – Summary of Significant Accounting Policies, continued

Legal Proceedings and Loss Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to business. The outcome of any legal proceeding is not within the Company's complete control, it is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the combined consolidated financial statements when it is both (1) probable or known that a liability has been incurred and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the financial statements.

There are no known legal proceedings ongoing or loss contingencies for the three months ended March 31, 2018 and 2017, respectively.

Recent Accounting Pronouncements

The new revenue recognition accounting standard, *ASC Topic 606 Revenue from Contracts with Customers*, takes effect for public entities January 1, 2018, and January 1, 2019 for private entities. Management does not believe the provisions of ASC Topic 606 will have a material impact on the Company's financial position or results of operations when adopted.

The new lease accounting standard, *ASC Topic 842*, takes effect for public entities on January 1, 2019. Management believes the provisions of ASC Topic 842 will result in the recognition of right of use assets and liabilities on its financial statements when adopted.

Note 3 – Concentration of Credit Risks

Cash

The Company places its cash with high credit quality financial institutions. Cash and cash equivalents in excess of the Federal Deposit Insurance Corporation (“FDIC”) coverage of \$250,000 per financial institution. There were no balances in excess of the FDIC coverage at March 31, 2018 and December 31, 2017, respectively. The Company maintains its cash in accounts at financial institutions, which may, at times, exceed federally-insured limits. The Company has not experienced any losses on such accounts and does not feel it is exposed to any significant risk with respect to cash.

Revenue and Accounts Receivable

The Company had the following revenue and accounts receivable concentrations at and for the three months ended March 31:

	2018 (unaudited)		2017 (unaudited)	
	% of Revenue	% of Accounts Receivable	% of Revenue	% of Accounts Receivable
Patient payment	58%	58%	59%	59%
Medicare payment	19%	19%	19%	19%
Insurance payment	23%	23%	22%	22%

Note 4 – Accounts Receivable

Accounts receivable consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	2018 (unaudited)	2017
Gross accounts receivable	\$ 698,884	\$ 545,482
Less: allowance for doubtful accounts and contractual adjustments	477,382	362,418
Accounts receivable, net	\$ 221,502	\$ 183,064

Note 5 – Property and Equipment

Property and equipment consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	<u>Estimated Useful Life in Years</u>	<u>2018</u> (unaudited)	<u>2017</u>
Computers	3	\$ 5,713	\$ 5,713
Machinery and equipment	5	296,086	294,320
Office furniture and fixtures	5	10,828	10,828
Signs	5	20,260	20,260
Leasehold improvements	Shorter of asset or lease term	758,882	752,943
Total property and equipment		<u>1,091,769</u>	<u>1,084,064</u>
Less: accumulated depreciation		<u>(244,578)</u>	<u>(205,543)</u>
Total property and equipment, net		<u>\$ 847,191</u>	<u>\$ 878,521</u>

Depreciation and amortization was \$39,036 (unaudited) and \$27,104 (unaudited) for the three months ended March 31, 2018 and 2017, respectively.

Note 6 – Operating Leases

The Company has certain cancelable and non-cancelable operating leases for facilities used in the treatment of patients, which expire on various dates through 2026. Certain leases contain renewal options.

Rent expense for the operating leases was \$65,376 (unaudited) and \$53,874 (unaudited) during the three months ended March 31, 2018 and 2017, respectively.

The required future minimum lease payments under the remaining non-cancelable operating leases consists of the following at March 31, 2018 (unaudited):

IMAC Regeneration Center of St. Louis, LLC
Notes to the Condensed Financial Statements (Unaudited)

<u>Years Ending December 31,</u>	<u>Amount</u>
2018 (9 months)	\$ 191,150
2019	254,866
2020	254,866
2021	260,341
2022	253,565
Thereafter	753,360
Total	<u>\$ 1,968,148</u>

Note 7 – Lines of Credit

IMAC St. Louis, LLC has a \$150,000 line of credit with a financial institution that matures on November 15, 2018. The line bears interest at 4.25% per annum (The LOC has a \$150,000 balance at March 31, 2018). The line is secured by substantially all of the Company's assets and personally guaranteed by the members.

Principal maturities of notes payable at March 31, 2018 (unaudited) are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u>
2018 (9 months)	\$ 39,392
2019	54,587
2020	57,047
2021	32,143
2022	13,615
Thereafter	54,760
Total	<u>\$ 251,544</u>

Note 8 – Notes Payable

Notes payable consisted of the following at March 31, 2018 (unaudited) and December 31, 2017:

	<u>2018</u> <u>(unaudited)</u>	<u>2017</u>
Note payable to a financial institution in the amount of \$131,400 dated August 1, 2016. The note requires 120 monthly installments of \$1,394 including principal and interest at 5%. The note matures on July 1, 2026, and is secured by a letter of credit.	\$ 113,789	\$ 116,525
Note payable to a financial institution in the amount of \$200,000 dated May 4, 2016. The note requires 60 monthly installments of \$3,881 including principal and interest at 4.25%. The note matures on May 4, 2021, and is secured by the equipment and personal guarantees of the Company's members.	137,755	147,863
	<u>251,544</u>	<u>264,388</u>
Less: current portion:	<u>(52,814)</u>	<u>(52,236)</u>
	<u>\$ 198,730</u>	<u>\$ 212,152</u>

Note 9 – Related Party Transactions

From time to time, the Company advances funds to, and receives funds from, entities with common ownership.

At March 31, 2018 and December 31, 2017, the amounts owed to related parties was \$128,593 (unaudited) and \$4,331, respectively.

Note 10 – Members' Equity

Pursuant to its operating agreement, the Company has issued 100 member units, and has 100 units issued and outstanding.

The Company maintains separate capital accounts for each member and is credited for capital contributions and each member's share of profits and is debited for distributions and each member's share of losses. The allocation of profit and losses is allocated to the members in accordance with their respective percentage interest in each entity.

Note 11 – Retirement Plan

The Company offers a 401(k) plan that covers eligible employees. The plan provides for voluntary salary deferrals for eligible employees. Additionally, the Company is required to make matching contributions of 50% of up to 6% of total compensation for those employees making salary deferrals. The Company made contributions of \$2,709 (unaudited) and \$0 (unaudited) during the three months ended March 31, 2018 and 2017, respectively.

Note 12 – Commitments and Contingencies

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

The Company is subject to extensive regulation, including health insurance regulations directed at ascertaining the appropriateness of reimbursement, preventing fraud and abuse and otherwise regulating reimbursement. To ensure compliance, various insurance providers often conduct audits and request patient records and other documents to support claims submitted by the Company for payment of services rendered to customers. In the event that an audit results in discrepancies in the records provided, insurance providers may be entitled to extrapolate the results of the audit to make overpayment demands based on a wider population of claims than those examined in the audit.

IMAC Holdings, LLC
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

In June 2018, IMAC Holdings, LLC (the “Company”) entered into transactions for the acquisition of the assets of Integrated Medicine and Chiropractic Regeneration Center PSC (“IMAC Kentucky”) for cash consideration of approximately \$5 million, and the acquisition of IMAC of St. Louis, LLC (“IMAC St. Louis”) for a combined cash and stock consideration of approximately \$1.6 million. The Company also entered into a transaction to purchase the outside minority ownership interest in IMAC Tennessee for approximately \$0.7 million. Funding for these transactions are to be provided through an underwritten public offering of [*] shares of common stock at \$[*] per share, before underwriting discounts resulting in estimated net proceeds of \$13.5 million after deducting \$1.5 million of estimated underwriting commissions and issuance costs. We derived the unaudited pro forma consolidated financial statements from the historical consolidated financial statements of the Company and the financial statements of IMAC Kentucky and IMAC St. Louis for the respective periods. The unaudited pro forma consolidated statements of operations for the year ended December 31, 2016, and three months ended March 31, 2018 give effect to the acquisitions and the issuances of common stock referred to above as if they occurred on January 1, 2017. The unaudited pro forma consolidated balance sheet as of March 31, 2018 gives effect to such transactions as if they occurred on March 31, 2018. The pro forma adjustments are based on available information and certain assumptions that we believe are reasonable. Assumptions underlying the pro forma adjustments are described in the accompanying notes, which should be read in conjunction with the unaudited pro forma condensed consolidated financial statements. The pro forma adjustments reflected herein are based on management’s expectations regarding the acquisition and the issuances of common stock transactions discussed above. The acquisition will be accounted for under the purchase method of accounting, which involves determining the fair values of assets acquired and liabilities assumed. The purchase price allocation included in the unaudited pro forma financial statements is preliminary and based on management’s best estimates. The preliminary purchase price allocation is subject to change based on numerous factors, including the final adjusted purchase price and the final estimated fair value of the assets acquired and liabilities assumed. Any such adjustments to the preliminary estimates of fair value reflected in the accompanying unaudited pro forma consolidated financial statements could be material. The unaudited pro forma consolidated financial statements are presented for illustrative purposes only and do not purport to indicate the financial condition or results of operations of future periods or the financial condition or results of operations that actually would have been realized had the transactions been consummated on the dates or for the periods presented.

IMAC Group
Unaudited Pro Forma Condensed Consolidated Balance Sheet
March 31, 2018

	IMAC Holdings		Share Issuance & Transaction	Subtotal IMAC Holdings	IMAC Kentucky	IMAC St. Louis		Pro-Forma Adjustments	Holdings Pro Forma
ASSETS									
Current assets:									
Cash	\$ 550,509	[a]	\$ 13,500,000	\$ 8,050,509	\$ 65,876	\$ 16,055	[e]	\$ 653,666	\$ 8,132,440
			[b]	\$ (5,000,000)			[f]	\$ (653,666)	
			[c]	\$ (1,000,000)					
Other current assets	294,875		-	294,875	565,498	235,132			1,095,505
Total current assets	845,384		7,500,000	8,345,384	631,374	251,187			9,227,945
Property and equipment, net	1,703,143	[b]	653,666	2,356,809	653,666	847,191	[e]	(653,666)	3,204,000
Intangible assets	-	[b]	4,346,334	4,346,334	-	-	[g]	330,662	7,147,787
							[h]	2,470,791	
Other non-current assets	27,828		-	27,828	46,581	454,814			529,223
Investment in IMAC St. Louis	646,759	[c]	1,600,000	2,246,759			[h]	(2,246,759)	-
	-		-	-	-	-			-
Total assets	\$ 3,223,114		\$ 14,100,000	\$ 17,323,114	\$ 1,331,621	\$ 1,553,192			\$ 20,108,955
LIABILITIES AND OWNERS' EQUITY									
Current liabilities	\$ 2,869,836	[d]	\$ 447,500	\$ 3,317,336	\$ 652,078	\$ 1,071,323			\$ 5,040,737
Noncurrent liabilities	611,050		-	611,050	356,539	705,901			1,673,490
Total liabilities	3,480,886	[d]	447,500	3,928,386	1,008,617	1,777,224			6,714,227
Owners' equity									
Owners' equity	603,414	[a]	13,500,000	13,394,728	323,004	(224,032)	[f]	(653,666)	13,394,728
			[c]	600,000			[g]	330,662	
			[d]	190,000			[h]	224,032	
			[d]	(1,498,686)					
Non-controlling interest	(861,186)	[d]	861,186	-	-	-			-
Total owners' equity	(257,772)		13,652,500	13,394,728	323,004	(224,032)			13,394,728
Total liabilities and owners' equity	\$ 3,223,114		\$ 14,100,000	\$ 17,323,114	\$ 1,331,621	\$ 1,553,192			\$ 20,108,955

FOOTNOTES

- [a] To record the issuance of [x] shares of common stock for cash of \$15 million, net of estimated expenses of \$1.5 million
Does include the issuance of [y] shares in connection with a consulting agreement, issuable upon the effectiveness of a registration statement
- [b] To record the cash payment in connection with the acquisition of IMAC Kentucky including their property and equipment
- [c] To record the issuance of [y] shares of common stock and cash payment in connection with the acquisition of IMAC St. Louis
- [d] To record the acquisition of the non-controlling interest in IMAC Tennessee for consideration of \$190,000 in equity and \$447,500 in convertible debt
- [e] To record the sale of the property and equipment of IMAC Kentucky
- [f] To record the distribution from the sale of the IMAC Kentucky property and equipment
- [g] To record the fair value allocation associated with the IMAC Kentucky acquisition
- [h] To record the fair value allocation associated with the IMAC St. Louis acquisition

IMAC Group
Unaudited Pro Forma Condensed Consolidated Statements of Operations
For the Three Months Ended March 31, 2018

	<u>IMAC Holdings</u>	<u>IMAC Kentucky</u>	<u>IMAC St. Louis</u>		<u>Pro-Forma Adjustments</u>	<u>Group Pro Forma</u>
Patient revenues	\$ 532,872	\$ 2,825,256	\$ 1,726,631			\$ 5,084,759
Contractual adjustments	(298,619)	(1,845,047)	(1,194,661)		-	(3,338,327)
Total patient revenue, net	<u>234,253</u>	<u>980,209</u>	<u>531,970</u>		-	<u>1,746,432</u>
Management fees	33,600	-	-	[iii]	(33,600)	-
Equity in earnings (loss) of non-consolidated affiliate	(85,651)	-	-	[iv]	85,651	-
Total Revenue	<u>182,202</u>	<u>980,209</u>	<u>531,970</u>			<u>1,746,432</u>
Operating expenses:						
Patient expenses	37,134	138,853	101,761			277,748
Salaries and related expenses	446,796	651,282	382,016			1,480,094
Advertising and marketing	93,178	44,817	72,489			210,484
General and administrative	239,692	203,376	168,772	[iii]	(33,600)	578,240
Depreciation and amortization	31,268	59,752	39,036	[i]	116,925	452,880
	-	-	-	[ii]	205,899	-
Total operating expenses	<u>848,068</u>	<u>1,098,080</u>	<u>764,074</u>			<u>2,999,446</u>
Operating loss	(665,866)	(117,871)	(232,104)			(1,253,014)
Other income (expenses):						
Interest income	3,312			[iii]	(3,312)	-
Share-based compensation: consulting fees	(3,749)					(3,749)
Interest expense	(23,552)	701	(10,991)	[iii]	3,312	(30,530)
Total other income (expenses)	<u>(23,989)</u>	<u>701</u>	<u>(10,991)</u>			<u>(34,279)</u>
Net loss	(689,855)	(117,170)	(243,095)			(1,287,293)
Net loss attributable to the non-controlling interest	<u>285,191</u>	<u>-</u>	<u>-</u>	[v]	(285,191)	<u>-</u>
Net loss attributable to the IMAC Holdings LLC members	<u>(404,664)</u>	<u>(117,170)</u>	<u>(243,095)</u>			<u>(1,287,293)</u>

Footnotes

- [i] To record amortization resulting from purchase accounting of IMAC Kentucky
- [ii] To record additional amortization resulting from purchase accounting of IMAC St. Louis
- [iii] To eliminate inter-company income and expense for interest and management fees
- [iv] To eliminate redundancy of equity in earnings of IMAC St. Louis
- [v] To eliminate allocation of net loss to non-controlling interest

IMAC Group
Unaudited Pro Forma Condensed Consolidated Statements of Operations
For the Year Ended December 31, 2017

	<u>Holdings</u>	<u>IMAC Kentucky</u>	<u>IMAC St. Louis</u>		<u>Pro-Forma Adjustments</u>	<u>2017 Group Pro Forma</u>
Patient revenues	\$ 1,378,313	\$ 13,258,419	\$ 8,073,943			\$ 22,710,675
Contractual adjustments	(723,688)	(8,298,287)	(5,364,015)		-	(14,385,990)
Total patient revenue, net	<u>654,625</u>	<u>4,960,132</u>	<u>2,709,928</u>		-	<u>8,324,685</u>
Management fees	131,400	-	-	[iii]	(131,400)	-
Equity in earnings (loss) of non-consolidated affiliate	13,609	-	-	[iv]	(13,609)	-
Total Revenue	<u>799,634</u>	<u>4,960,132</u>	<u>2,709,928</u>			<u>8,324,685</u>
Operating expenses:						
Patient expenses	63,216	648,479	309,927			1,021,622
Salaries and related expenses	967,627	2,334,770	1,327,526			4,629,923
Advertising and marketing	119,867	142,642	202,541			465,050
General and administrative	465,740	885,273	679,596	[iii]	(131,400)	1,899,209
Depreciation and amortization	65,895	197,945	134,563	[i]	467,700	1,689,700
	-	-	-	[ii]	823,597	-
Total operating expenses	<u>1,682,345</u>	<u>4,209,109</u>	<u>2,654,153</u>			<u>9,705,504</u>
Operating loss	(882,711)	751,023	55,775		(1,304,906)	(1,380,819)
Other income (expenses):						
Interest income	14,821	-	2,670	[iii]	(14,855)	2,636
Share-based compensation: consulting fees	(18,747)	-	-			(18,747)
Interest expense	(27,151)	(37,229)	(43,836)	[iii]	14,855	(93,361)
Loss on disposal of assets	(2,744)	(569,617)	-			(572,361)
Total other income (expenses)	<u>(33,821)</u>	<u>(606,846)</u>	<u>(41,166)</u>			<u>(681,833)</u>
Net loss	(916,532)	144,177	14,609		(1,304,906)	(2,062,652)
Net loss attributable to the non-controlling interest	859,351	-	-	[v]	(859,351)	-
Net loss attributable to the IMAC Holdings LLC members	<u>(57,181)</u>	<u>144,177</u>	<u>14,609</u>			<u>(2,062,652)</u>

Footnotes

- [i] To record amortization resulting from purchase accounting of IMAC Kentucky
- [ii] To record additional amortization resulting from purchase accounting of IMAC St. Louis
- [iii] To eliminate inter-company income and expense for interest and management fees
- [iv] To eliminate redundancy of equity in earnings of IMAC St. Louis
- [v] To eliminate allocation of net loss to non-controlling interest

[•] Shares



IMAC HOLDINGS, INC.

Common Stock

PROSPECTUS

CUTTONE & CO., LLC

[•], 2018

Until [•], 2018 (25 days after the date of this prospectus), all dealers that buy, sell or trade shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. Other Expenses of Issuance and Distribution

The following table sets forth all expenses and costs expected to be paid by us, other than estimated underwriting discounts and commissions, in connection with this offering. All amounts shown are estimates except for the SEC registration fee, the Financial Industry Regulatory Authority (FINRA) filing fee and The Nasdaq Capital Market listing fee:

	Amount to be Paid
SEC registration fee	\$ 2,251
FINRA filing fee	3,212
Nasdaq listing fee	5,000
Blue Sky fees and expenses	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous	*
Total	\$ *

* To be provided by amendment.

Each of the amounts set forth above, other than the registration fee and the FINRA filing fee, is an estimate.

ITEM 14. Indemnification of Directors and Officers

Effective as of May 31, 2018, we converted from a Kentucky limited liability company into a Delaware corporation and changed our name to IMAC Holdings, Inc. In connection with this conversion, we adopted a certificate of incorporation and bylaws and are now governed by the Delaware General Corporation Law, or the DGCL. Section 145(a) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted under similar standards, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which the court shall deem proper.

Section 145 of the DGCL further provides that: (i) to the extent that a former or present director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith; (ii) indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and (iii) the corporation may purchase and maintain insurance on behalf of any present or former director, officer, employee or agent of the corporation or any person who at the request of the corporation was serving in such capacity for another entity against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145.

In addition, the proposed form of Underwriting Agreement (to be filed by amendment) is expected to provide for indemnification of our directors and officers by the underwriter against certain liabilities.

Article VI of our certificate of incorporation authorizes us to provide for the indemnification of officers, directors and third parties acting on our behalf to the fullest extent permissible under Delaware law.

We intend to enter into indemnification agreements with our directors, executive officers and others, in addition to indemnification provided for in our bylaws, and intend to enter into indemnification agreements with any new directors and executive officers in the future.

We have purchased and intend to maintain insurance on behalf of any person who is or was a director or officer against any loss arising from any claim asserted against him or her and incurred by him or her in any such capacity, subject to certain exclusions.

See also the undertakings set forth in response to Item 17 herein.

ITEM 15. Recent Sales of Unregistered Securities

Effective May 31, 2018, we converted from a Kentucky limited liability company into a Delaware corporation. In connection with the conversion, all of our outstanding membership interests were exchanged on a proportional basis into shares of common stock. The issuance of shares of common stock to our members in the conversion was exempt from registration under the Securities Act by virtue of the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transactions did not involve a public offering. No underwriters were involved in the issuances.

ITEM 16. Exhibits and Financial Statement Schedules

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Certificate of Incorporation of IMAC Holdings, Inc.
3.2	Bylaws of IMAC Holdings, Inc.
4.1	Specimen Common Stock Certificate.
5.1*	Opinion of Olshan Frome Wolosky LLP, as to the legality of the common stock.
10.1†	2018 Incentive Compensation Plan (to be effective upon the closing of this offering).
10.2	Form of Indemnification Agreement.
10.3	Form of Securities Purchase Agreement between IMAC Holdings, LLC and investors listed therein.
10.4	Management Services Agreement between IMAC Holdings, LLC and Integrated Medicine and Chiropractic Regeneration Center PSC.
10.5	Unit Purchase Agreement among IMAC Holdings, Inc., IMAC of St. Louis, LLC and certain unitholders of IMAC of St. Louis LLC.
10.6	Promissory Note for \$200,000, dated November 15, 2017, to Pinnacle Bank .
10.7	Promissory Note for \$101,096, dated March 8, 2017, to Tommy West.
10.8	Promissory Note for \$133,555.39, dated September 17, 2014, to Independence Bank of Kentucky.
10.9	Promissory Note for \$1,232,500, dated March 29, 2018, to Independence Bank of Kentucky.
10.10	Commercial Line of Credit Agreement, dated July 9, 2017, between Integrated Medicine and Chiropractic Regeneration Center PSC and Independence Bank of Kentucky.
10.11	Promissory Note for \$150,000, dated November 15, 2017, to Pinnacle Bank.
10.12	Commercial Line of Credit Agreement, dated May 1, 2018, between Integrated Medicine and Chiropractic Regeneration Center of St. Louis, LLC and Independence Bank of Kentucky.
10.13	Promissory Note, dated May 4, 2016, to Independence Bank of Kentucky.
10.14	Promissory Note for \$500,000, dated December 1, 2016, to Edward S. Bredniak Revocable Trust U/A Dated 8/14/15.
10.15	Promissory Note for \$2,000,000, dated June 1, 2018, to Edward S. Bredniak Revocable Trust U/A Dated 8/14/15.
14.1	Code of Ethics and Business Conduct.
14.2	Code of Ethics for the CEO and Senior Financial Officers.
21.1	List of subsidiaries.

**Exhibit
Number****Description**

- 23.1* Consent of Olshan Frome Wolosky LLP (included in the opinion filed as Exhibit 5.1).
- 23.2* Consent of Daszkal Bolton LLP, independent registered public accountants.
- 24.1 Power of Attorney (set forth on signature page of the registration statement).

Unless otherwise indicated, exhibit has been previously filed.

† Compensatory plan or agreement.

* To be filed by amendment.

(b) *Financial Statement Schedules*

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

ITEM 17. Undertakings

The undersigned Registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification by the Registrant for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 14 or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Brentwood, State of Tennessee, on the __ day of August 2018.

IMAC HOLDINGS, INC.

By: _____
Jeffrey S. Ervin
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jeffrey S. Ervin and D. Anthony Bond, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and to sign any registration statement for the same offering covered by the Registration Statement that is to be effective upon filing pursuant to Rule 462 promulgated under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
_____ Jeffrey S. Ervin	Chief Executive Officer (principal executive officer) and Director	August __, 2018
_____ Matthew C. Wallis, DC	Chief Operating Officer and Director	August __, 2018
_____ D. Anthony Bond, CPA	Chief Financial Officer (principal financial and accounting officer)	August __, 2018
_____ Edward S. Bredniak	Director	August __, 2018

PROMISSORY NOTE

Borrower:	IMAC Regeneration Center of Nashville, P.C. IMAC Regeneration Management of Nashville, LLC 205 N Thompson Lane Murfreesboro, TN 37129	Lender:	Pinnacle Bank Brentwood 128 Franklin Rd Brentwood, TN 37027
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Principal Amount: \$200,000.00 **Date of Note:** November 15, 2017

PROMISE TO PAY. IMAC Regeneration Center of Nashville, P.C.; and IMAC Regeneration Management of Nashville, LLC (“Borrower”) jointly and severally promise to pay to Pinnacle Bank (“Lender”), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), together with interest on the unpaid principal balance from November 15, 2017, until paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the “INTEREST CALCULATION METHOD” paragraph using the interest rates described in this paragraph: 6 monthly consecutive interest payments, beginning December 15, 2017, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum based on a year of 360 days; one principal payment of \$60,000.00 on June 15, 2018, during which interest continues to accrue on the unpaid principal balances using an interest rate of 5.000% per annum based on a year of 360 days; 59 monthly consecutive principal and interest payments of \$2,651.84 each, beginning June 15, 2018, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum based on a year of 360 days; and one principal and interest payment of \$2,651.83 on May 15, 2023, with interest calculated on the unpaid principal balances using an interest rate of 6.000% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Notwithstanding the foregoing, the rate of interest accrual described for the principal only payment stream applies only to the extent that no other interest rate for any other payment stream applies. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lenders address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All Interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrowers obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrowers making fewer payments. Borrower agrees not to send Lender payments marked “paid in full”, “Without recourse”, or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lenders rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, Including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Pinnacle Bank, Attn: Payoff Department, P. O. Box 292487 Nashville, TN 37229-2487.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, at Lenders option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased to 20.500% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrowers behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrowers existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrowers property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrowers accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. My of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A materiel adverse change occurs in Borrowers financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDERS RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This Includes, subject to any limits under applicable law, Lenders attorneys' fees and Lenders legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial In any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit. Borrower agrees upon Lenders request to submit to the jurisdiction of the courts of Williamson County. State of Tennessee,

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 If Borrower makes a payment on Borrowers loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrowers accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lenders option, to administratively freeze all such accounts to allow Lender to protect Lenders charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note Is secured by the following collateral described in the security instrument listed herein: inventory, chattel paper, accounts, equipment, general intangibles, fixtures, standing timber and mineral, oil and gas described in a Commercial Security Agreement dated November 15, 2017.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether Individual, Joint, or class In nature, arising from this Note or otherwise, Including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is Bled, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement This Includes, without limitation, obtaining Injunctive relief or a temporary restraining order; Invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver, or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, lashes, and similar doctrines which would otherwise be applicable In an action brought by a party shall be applicable In any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shell apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENT AND INFORMATION. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may request or as required by the Loan Agreement or other related loan documents.

CROSS COLLATERAL. As security for any and all of the obligations hereunder, and all of our other indebtedness, obligations and liabilities to you, whether now existing or hereafter incurred, whether absolute or contingent. including any modifications, extensions and renewals thereof, all accrued interest and cost incurred thereon, we grant you a security interest in and hereby transfer and convey to you (a) any and all Documents and any goods covered thereby, and (b) any of our property, real or personal, according to the terms of, and as further described in, our security agreement and/or deed of trust pertaining thereto.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrowers heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and Its successors and assigns.

USURY SAVINGS CLAUSE. It is the intention of Lender and Borrower to comply strictly with all applicable usury laws; and, accordingly, in no event and upon no contingency shall Lender ever be entitled to charge, receive, collect, or apply as interest any interest, fees, charges, or other payments equivalent to interest, in excess of the maximum rate which the Lender may lawfully charge under applicable state and federal statutes and laws from time to time in effect: and, in the event that Lender ever receives, collects, or applies as interest, any such excess, such amount which, but for this provision, would be excessive interest shall be applied to the reduction of the unpaid principal amount of the Note; and, if said principal amount and all lawful interest thereon is paid in full, any remaining excess shall be refunded to Borrower. All interest paid or agreed to be paid shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan, including any renewals, until payment in full of the principal. Any provision hereof, or of any other agreement between Lender and Borrower, that operates to bind, obligate, or compel Borrower to pay interest in excess of such maximum lawful contract rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between Lender and Borrower that is in conflict with the provisions of this paragraph.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrowers account(s) to a consumer reporting agency. Borrowers written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Pinnacle Bank 150 Third Avenue South Nashville, TN 37201.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower. Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrowers sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (1) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

IMAC REGENERATION CENTER OF NASHVILLE, P.C.

By: /s/ Jeffrey S. Ervin

Jeffrey S. Ervin, Secretary of IMAC
Regeneration Center of Nashville, P.C.

IMAC REGENERATION MANAGEMENT OF NASHVILLE, LLC

IMAC HOLDINGS, LLC, Member of IMAC
Regeneration Management of Nashville, LLC

By: /s/ Jeffrey S. Ervin

Jeffrey S. Ervin, Member of IMAC Holdings, LLC

PROMISSORY NOTE

Borrower:

IMAC Regeneration Center
2725 James Sanders Blvd.
Paducah, KY 42001

Lender:

Tommy West
4235 Byars Rd.
Hazel, KY 42049

Principal: Up to \$101,096.00

Loan Date: 3/8/2017

Rate: 5.00%

Maturity: 12/31/2021

PROMISE TO PAY. IMAC Regeneration Center (“Borrower”) promises to pay to Tommy West (“Lender”), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand Ninety Six & 00/100 Dollars (\$101,096.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance, calculated as described in the INTEREST CALCULATION METHOD paragraph using an interest rate of 5.0% per annum, until paid in full.

PAYMENT. Borrower will pay this loan in 5 payments of \$23,349.94. Borrower's first payment is due December 31, 2017, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on December 31, 2021, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to any accrued unpaid interest first; then to escrow if applicable; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay lender at Lender's address shown above or at such other place as lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If Borrower sends such a payment, lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to lender address of record.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.00% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 8.00% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default (“Event of Default”) under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made) any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by the Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

COLLATERAL. Borrower acknowledges this Note is unsecured.

ATTORNEY'S FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay lender that amount. This includes, subject to any limits under applicable law. Lender's reasonable attorneys' fees and lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER:
IMAC Regeneration Center

LENDER:
Tommy West

By: /s/ Matt Wallis
Matt Wallis

By: /s/ Tommy West
Tommy West

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$133,555.39	09-17-2014	09-17-2019	35943	4 / 26		SHA	

References in the boxes above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item. Any item above containing “****” has been omitted due to text length limitations.

Borrower:	LONE OAK CHIROPRACTIC, P.S.C. 125 AUGUSTA AVE., SUITE D PADUCAH, KY 42003	Lender:	INDEPENDENCE BANK OF KENTUCKY Paducah-Jefferson Sq- Consumer – NMLS #405645 PO BOX 1776 3143 BROADWAY STREET PADUCAH, KY 42001 (270) 442-1716
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Principal Amount: \$133,555.39	Interest Rate: 4.250%	Date of Note: September 17, 2014
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PROMISE TO PAY. LONE OAK CHIROPRACTIC, P.S.C. (“Borrower”) promises to pay to INDEPENDENCE BANK OF KENTUCKY (“Lender”), or order, in lawful money of the United States of America, the principal amount of One Hundred Thirty-three Thousand Five Hundred Fifty-five & 39/100 Dollars (\$133,555.39), together with interest on the unpaid principal balance from September 17, 2014, calculated as described in the “INTEREST CALCULATION METHOD” paragraph using an interest rate of 4.250% per annum, until paid in full. The interest rate may change under the terms and conditions of the “INTEREST AFTER DEFAULT” section.

PAYMENT. Borrower will pay this loan in 59 payments of \$2,474.79, each payment and an irregular last payment estimated at \$2,474.81. Borrower’s first payment is due October 17, 2014, and all subsequent payments are due on the same day of each month after that Borrower’s final payment will be due on September 17, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender’s address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower’s making fewer payments. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other condition or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: INDEPENDENCE BANK OF KENTUCKY, Paducah-Jefferson Sq - Consumer - NMLS #405645, PO BOX 1776, 3143 BROADWAY STREET, PADUCAH, KY 42001.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default (“Event of Default”) under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties . Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales, agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower’s property or Borrower’s ability to repay this Note or perform Borrower’s obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to lender by Borrower or on Borrower’s behalf under this Note or the related documents is false or misleading in any material respect, either now or all the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower’s existence as a going business, the insolvency of Borrower, the appointment of a receiver or any part of Borrower’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower’s accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is no good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change to ownership or twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower’s financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER’S RIGHTS. Upon default, lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS’ FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender’s reasonable attorneys’ fees and Lender’s legal expenses whether or not there is a lawsuit, including reasonable attorneys’ fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$35.00 if Borrower makes payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, lender reserves a right of setoff in all Borrower's accounts with lender (whether checking, savings, or some other account). This includes 411 accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: described in a Commercial Security Agreement dated September 17, 2014.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Lender and its successors as assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE. BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

LONE OAK CHIROPRACTIC, P.S.C.

By: /s/ Matthew Collier Wallis
Matthew Collier Wallis, Director of Lone Oak Chiropractic, P.S.C.

By: /s/ Jason William Brame
Jason William Brame, Director of Lone Oak Chiropractic, P.S.C.

LENDER:

INDEPENDENCE BANK OF KENTUCKY

By: /s/ Shelly H. Aspery
Shelly H. Aspery, Location Manager NMLS #777365

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or Sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Insufficient Account Balance. Failure to satisfy Lender's requirement set forth in the insufficient Account Balance section of the Assignment of Deposit Account.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note,

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment or failure to satisfy Lender's requirement in the Insufficient Account Balance section, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within five (5) Clays; or (2) if the cure requires more than five (5) days, immediately initiates steps which Lender deem in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$35.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: certificates of deposit described in art Assignment of Deposit Account dated March 29, 2018.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

Loan No: 45392

BORROWER:

IMAC HOLDINGS, LLC

By: /s/ Jeff Ervin

Jeff Ervin, Chief Operating Officer of IMAC
HOLDINGS, LLC

LENDER:

INDEPENDENCE BANK OF KENTUCKY

By: /s/ Scott Johnston

Scott Johnston, Sr. Lender McCracken Co. NMLS #791065,

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$150,000.00	07-09-2017	08-01-2018	37328	4 / 26		JSJ	

References in the boxes above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item. Any item above containing “•••” has been omitted due to text length limitations.

Borrower:	INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER PSC 2725 JAMES SANDERS BLVD PADUCAH, KY 42001	Lender:	INDEPENDENCE BANK OF KENTUCKY Paducah-Jefferson Sq - NMLS #405645 PO BOX 1776 3143 BROADWAY STREET PADUCAH, KY 42001 (270) 442-1716
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CREDIT LIMIT: \$150,000.00

DATE OF AGREEMENT: July 9, 2017

Introduction. This Commercial Line of Credit Agreement (“Agreement”) governs Borrower’s line of credit (the “Credit Line” or the “Credit Line Account”) issued through INDEPENDENCE BANK OF KENTUCKY. Borrower agrees to the following terms and conditions:

Promise to Pay. Borrower promises to pay INDEPENDENCE BANK OF KENTUCKY, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which Borrower is responsible under this Agreement or under “a Security Agreement” which secures Borrower’s Credit Line. Borrower will pay Borrower’s Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means Lender can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. Lender can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

Term. The term of Borrower’s Credit Line will begin as of the date of this Agreement (“Opening Date”) and will continue until August 1, 2018 (“Maturity Date”). All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon maturity. The draw period of Borrower’s Credit Line will begin on the Opening Date and will continue as follows: the Credit Line can be accessed up until the Maturity date. Borrower may obtain credit advances during this period (“Draw Period”). Borrower agrees that Lender may renew or extend the period during which Borrower may obtain credit advances or make payments. Borrower further agrees that Lender may renew or extend Borrower’s Credit Line Account.

Minimum Payment. Borrower’s “Regular Payment” will equal the amount of Borrower’s accrued FINANCE CHARGES, Borrower will make 12 of these payments. Borrower will then be required to pay the entire balance owing in a single balloon payment. If Borrower makes only the minimum payments, Borrower may not repay any of the principal balance by the end of this payment stream. Borrower’s payments will be due monthly. Borrower’s “Minimum Payment” will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of Borrower’s Regular Payment. Borrower agrees to pay not less than the Minimum Payment on or before the due date.

Balloon Payment. Borrower’s Credit Line Account is payable in full upon maturity in a single balloon payment. Borrower must pay the entire outstanding principal, interest and any other charges then due. Unless otherwise required by applicable law, Lender is under no obligation to refinance the balloon payment at that time. Borrower may be required to make payments out of other assets Borrower owns or find a lender, which may be Lender, willing to lend Borrower the money. If Borrower refinances the balloon payment, Borrower may have to pay some or all of the closing costs normally associated with a new credit line account, even if Borrower obtains refinancing from Lender.

How Borrower's Payments Are Applied. Unless otherwise agreed or required by applicable law, payments and other credits will be applied to accrued interest, late fees, and then to principal.

Credit Limit. This Agreement covers a revolving line of credit for the principal amount of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00), which will be Borrower's "Credit Limit" under this Agreement. Borrower may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Borrower's Credit Limit is the maximum amount Borrower may have outstanding at any one time. Borrower agrees not to attempt, request, or obtain a credit advance that will make Borrower's Credit Line Account balance exceed Borrower's Credit Limit. Borrower's Credit Limit will not be increased should Borrower overdraw Borrower's Credit Line Account. If Borrower exceeds Borrower's Credit Limit, Borrower agrees to repay immediately the amount by which Borrower's Credit Line Account exceeds Borrower's Credit Limit. Any amount greater than the Credit Limit will be secured by the security agreement covering Borrower's property.

Charges to Borrower's Credit Line. Lender may charge Borrower's Credit Line to pay other fees and costs that Borrower is obligated to pay under this Agreement, the security agreement or any other document related to Borrower's Credit Line. In addition, Lender may charge Borrower's Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the security agreement for this transaction. Any amount so charged to Borrower's Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, Lender has no obligation to provide any of the credit advances referred to in this paragraph.

Credit Advances. Beginning on the Opening Date of this Agreement, Borrower may obtain credit advances under Borrower's Credit Line as follows:

Officer Approval. Upon approval by an Independence Bank Loan Officer.

If there is more than one person authorized to use this Credit Line Account, Borrower agrees not to give Lender conflicting instructions, such as one Borrower telling Lender not to give advances to the other.

Transaction Requirements. The following transaction limitations will apply to the use of Borrower's Credit Line:

Officer Approval Limitations. The following transaction limitations will apply to Borrower's Credit Line and accessing by other methods.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on Borrower's Credit Line is \$100.00.

Limitation on All Access Devices. You may not use any access device, whether described above or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Future Credit Line Services. Borrower's application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of Lender's services in connection with this Credit Line. Borrower understands that this request is voluntary and that Borrower may refuse any of these new services at the time they are offered. Borrower further understands that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Collateral. Borrower acknowledges this Agreement is secured by the following collateral described in the security instrument listed herein: (A) Collateral described in a Commercial Security Agreement.

Insurance. Borrower must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to Lender. Borrower may obtain property insurance through any company of Borrower's choice that is reasonably satisfactory to Lender. Borrower has the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Borrower, subject to Lender's right, for reasonable cause before credit is extended, to decline any insurance provided by Borrower. Subject to applicable law, if Borrower fails to obtain or maintain insurance as required in the security agreement, Lender may purchase insurance to protect Lender's own interest, add the premium to Borrower's balance, declare the loan in default, or do any one or more of these things.

Right of Setoff. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation, all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

When FINANCE CHARGES Begin to Accrue. Periodic FINANCE CHARGES for credit advances under Borrower's Credit Line will begin to accrue on the date credit advances are posted to Borrower's Credit Line. There is no "free ride period" which would allow Borrower to avoid a FINANCE CHARGE on Borrower's Credit Line credit advances.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A daily FINANCE CHARGE will be imposed on all credit advances made under Borrower's Credit Line imposed from the date of each credit advance based on the "daily balance" method. To get the daily balance, Lender takes the beginning balance of Borrower's Credit Line Account each day, adds any new advances, and subtracts any unpaid FINANCE CHARGES and any payments or credits. This gives Lender the "daily balance."

Method of Determining the Amount of FINANCE CHARGE. Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described herein. Then Lender adds together the periodic FINANCE CHARGES for each day in the statement cycle. This is Borrower's FINANCE CHARGE calculated by applying a Periodic Rate.

Borrower also agrees to pay FINANCE CHARGES, not calculated by applying a Periodic Rate, as set forth below:

Loan Fee. Borrower will be charged a prepaid FINANCE CHARGE of \$250.00, which is a flat fee. This amount is payable when Lender establishes Borrower's Credit Line and may also be imposed upon any future increase in Borrower's Credit Limit.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on Borrower's Credit Line are subject to change from time to time based on changes in an independent index which is the Base Rate on corporate loans posted by at least 75% of the nation's 30 largest banks known as the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on Lender's loans. If the Index becomes unavailable during the term of this Credit Line Account, Lender may designate a substitute index after notice to Borrower. The ANNUAL PERCENTAGE RATE on Borrower's Credit Line is based upon the Index described below.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on Borrower's Credit Line will increase or decrease as the Index increases or decreases from time to time. Lender will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows: Lender starts with the current Index as disclosed below. To determine the Periodic Rate that will apply to Borrower's account, Lender takes the value of the Index, then divides the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE Lender multiplies the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. In no event will the Periodic Rate result in a corresponding ANNUAL PERCENTAGE RATE that is less than 4.000%, nor will the Periodic Rate or corresponding ANNUAL PERCENTAGE RATE exceed the maximum rate allowed by applicable law. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect daily. Today the Index is 4.250% per annum, and therefore the initial ANNUAL PERCENTAGE RATE and the corresponding Periodic Rate on Borrower's Credit Line are as stated below:

Current Rates for the First Payment Stream

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	0.000%	4.250%	0.01164%

Notwithstanding any other provision of this Agreement, Lender will not charge interest on any undisbursed loan proceeds.

Conditions Under Which Other Charges May Be Imposed. Borrower agrees to pay all the other fees and charges related to Borrower’s Credit Line as set forth below:

Returned Items. You may be charged \$35.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Fee to Stop Payment. Borrower’s Credit Line Account may be charged \$35.00 when Borrower requests a stop payment on Borrower’s account.

Right to Credit Advances. Beginning on the Opening Date, Lender will honor Borrower’s requests for credit advances up to Borrower’s Credit Limit so long as: (A) Borrower is not in default under the terms of this Agreement; (B) this Agreement has not been terminated or suspended.

Default. Lender may declare Borrower to be in default if any one or more of the following events occur: (A) Borrower fails to pay a Minimum Payment when due; (B) an event of default occurs under the security agreement for the Property; (C) the Property is further encumbered in any way, voluntarily or involuntarily; (D) Borrower dies; (E) Borrower makes any false or misleading statements on Borrower’s Credit Line application; (F) Borrower violates any provision of this Agreement or any other agreement with Lender; (G) any garnishment, attachment, or execution is issued against any material asset owned by Borrower; (H) Borrower exceeds Borrower’s Credit Limit; (I) Borrower files for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Bankruptcy Code is filed against Borrower; (J) Lender in good faith believes itself insecure.

Lender’s Rights. If Borrower is in default, Lender will send notice to Borrower setting forth a time period of at least five (5) days within which such default may be cured. During this cure period, without notice, Lender may suspend Borrower’s Credit Line as provided below. If such default is not cured during this period, Lender may either terminate or continue suspension of Borrower’s Credit Line Account.

Suspension. If Lender suspends Borrower’s Credit Line, Borrower will lose the right to obtain further credit advances. However, all other terms of this Agreement will remain in effect and be binding upon Borrower, including Borrower’s liability for any further unauthorized use of any Credit Line access devices.

Termination. If Lender terminates Borrower’s Credit Line, Borrower’s Credit Line will be suspended and the entire unpaid balance of Borrower’s Credit Line Account will be immediately due and payable, without prior notice except as may be required by law, and Borrower agrees to pay that amount plus all FINANCE CHARGES and other amounts due under this Agreement.

Collection Costs. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender’s reasonable attorneys’ fees and Lender’s legal expenses whether or not there is a lawsuit, including reasonable attorneys’ fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

Rate Increase. In addition to Lender's other rights on default, Lender may increase the variable interest rate under this Agreement to 18.000 percent per annum. The interest rate will not exceed the maximum rate permitted by applicable law. If Lender does not increase the interest rate on default, it will continue at the variable rate in effect as of the date Lender declares a default.

Delay in Enforcement. Lender may delay or waive the enforcement of any of Lender's rights under this Agreement without losing that right or any other right. If Lender delays or waives any of Lender's rights, Lender may enforce that right at any time in the future without advance notice. For example, not terminating Borrower's account for non-payment will not be a waiver of Lender's right to terminate Borrower's account in the future if Borrower has not paid.

Termination by Borrower. If Borrower terminates this Agreement, Borrower must notify Lender in writing at the address shown on Borrower's periodic statement or other designated address. Despite termination, Borrower's obligations under this Agreement will remain in full force and effect until Borrower has paid Lender all amounts due under this Agreement.

Prepayment. Borrower may prepay all or any amount owing under this Credit Line at any time without penalty, except Lender will be entitled to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of Borrower's Minimum Payment will not relieve Borrower of Borrower's obligation to continue to make Borrower's Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: INDEPENDENCE BANK OF KENTUCKY, Paducah-Jefferson Sq - NMLS #405645, PO BOX 1776, 3143 BROADWAY STREET, PADUCAH, KY 42001.

Notices. All notices will be sent to Borrower's address as shown in Borrower's Credit Line application. Notices will be mailed to Borrower at a different address if Borrower gives Lender written notice of a different address. Borrower agrees to advise Lender promptly if Borrower changes Borrower's mailing address.

Credit Information and Related Matters. Borrower authorizes Lender to release information about Borrower to third parties as described in Lender's privacy policy and Lender's Fair Credit Reporting Act notice, provided Borrower did not opt out of the applicable policy, or as permitted by law. Borrower agrees that, upon Lender's request, Borrower will provide Lender with a current financial statement, a new credit application, or both, on forms provided by Lender. Borrower also agrees Lender may obtain credit reports on Borrower at any time, at Lender's sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in Borrower's financial condition. Based upon a material adverse change in Borrower's financial condition (such as termination of employment or loss of income), Lender may suspend Borrower's Credit Line. Lender may require a new appraisal of the Property which secures Borrower's Credit Line at any time, including an internal inspection, at Lender's sole option and expense.

Transfer or Assignment. Without prior notice or approval from Borrower, Lender reserves the right to sell or transfer Borrower's Credit Line Account and Lender's rights and obligations under this Agreement to another lender, entity, or person, and to assign Lender's rights under the security agreement, Borrower's rights under this Agreement belong to Borrower only and may not be transferred or assigned. Borrower's obligations, however, are binding on Borrower's heirs and legal representatives. Upon any such sale or transfer, Lender will have no further obligation to provide Borrower with credit advances or to perform any other obligation under this Agreement.

Jury Waiver. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the Commonwealth of Kentucky.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Interpretation. Borrower agrees that this Agreement, together with the security agreement, is the most reliable evidence of Borrower's agreements with Lender. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If Lender goes to court for any reason, Lender can use a copy, filmed or electronic, of any periodic statement, this Agreement, the security agreement or any other document to prove what Borrower owes Lender or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. Borrower agrees that, except to the extent Borrower can show there is a billing error, Borrower's most current periodic statement is the most reliable evidence of Borrower's obligation to pay.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Acknowledgment and Amendments. Borrower understands and agrees to the terms and conditions in this Agreement. Borrower acknowledges that, subject to applicable laws, Lender has the right to change the terms and conditions of the Credit Line program, including without limitation, the Margin. Borrower also understands and agrees that Borrower may be subject to other agreements with Lender regarding transfer instruments or access devices which may access Borrower's Credit Line. Any person signing below may request a modification to this Agreement, and, if granted, the modification will be binding upon all signers. By signing this Agreement, Borrower acknowledges that Borrower has read this Agreement. Borrower also acknowledges receipt of a completed copy of this Agreement.

BORROWER:

INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER PSC

By: /s/ Matthew Collier Wallis

MATTHEW COLLIER WALLIS, Director of INTEGRATED MEDICINE AND
CHIROPRACTIC REGENERATION CENTER PSC

By: /s/ Jason William Brame

JASON WILLIAM BRAME, Director of INTEGRATED MEDICINE AND
CHIROPRACTIC REGENERATION CENTER PSC

ACCEPTED: INDEPENDENCE BANK OF KENTUCKY

By: /s/ Scott Johnston

Scott Johnston, Sr. Lender McCracken Co. NMLS #791055

PROMISSORY NOTE

Borrower: IMAC Regeneration Center of Nashville, P.C.
IMAC Regeneration Management of Nashville, LLC
205 N Thompson Lane
Murfreesboro, TN 37129

Lender: Pinnacle Bank
Brentwood
128 Franklin Rd
Brentwood, TN 37027

Principal Amount: \$150,000.00

Date of Note: November 15, 2017

PROMISE TO PAY. IMAC Regeneration Center of Nashville, P.C.; and IMAC Regeneration Management of Nashville, LLC (“Borrower”) jointly and severally promise to pay to Pinnacle Bank (“Lender”), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 14, 2018. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 15, 2017, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender’s address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Pinnacle Base Rate (the “Index”). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower’s request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the “INTEREST CALCULATION METHOD” paragraph using a rate of 2.000 percentage points over the Index, rounded to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.250% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than (except for any higher default rate shown below) the lesser of 20.500% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the Interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Pinnacle Bank, Attn: Payoff Department, P.O. Box 292487 Nashville, TN 37229-2487.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased to 20.500% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Williamson County, State of Tennessee.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze any such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: inventory, chattel paper, accounts, equipment, general intangibles, fixtures, standing timber and mineral, oil and gas described in a Commercial Security Agreement dated November 15, 2017.

LINE OF CREDIT. This Note evidences a revolving line of credit Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

ARBITRATION. Borrower and Lender agree that any disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENT AND INFORMATION. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may request or as required by the Loan Agreement or other related loan documents.

CROSS COLLATERAL. As security for any and all of the obligations hereunder, and all of our other indebtedness, obligations and liabilities to you, whether now existing or hereafter incurred, whether absolute or contingent, including any modifications, extensions and renewals thereof, all accrued interest and cost incurred thereon, we grant you a security interest in and hereby transfer and convey to you (a) any and all Documents and any goods covered thereby, and (b) any of our property, real or personal, according to the terms of, and as further described in, our security agreement and/or deed of trust pertaining thereto.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

USURY SAVINGS CLAUSE. It is the intention of lender and Borrower to comply strictly with all applicable usury laws; and, accordingly, in no event and upon no contingency shall lender ever be entitled to charge, receive, collect, or apply as interest any interest, fees, charges, or other payments equivalent to interest, in excess of the maximum rate which the Lender may lawfully charge under applicable state and federal statutes and laws from time to time in effect; and, in the event that Lender ever receives, collects, or applies as interest, any such excess, such amount which, but for this provision, would be excessive interest shall be applied to the reduction of the unpaid principal amount of the Note: and, if said principal amount and all lawful interest thereon is paid in full, any remaining excess shall be refunded to Borrower. All interest paid or agreed to be paid shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan, including any renewals, until payment in full of the principal. Any provision hereof, or of any other agreement between Lender and Borrower, that operates to bind, obligate, or compel Borrower to pay interest in excess of such maximum lawful contract rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between Lender and Borrower that is in conflict with the provisions of this paragraph.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Pinnacle Bank 150 Third Avenue South Nashville, TN 37201.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

IMAC REGENERATION CENTER OF NASHVILLE, P.C.

By: */s/ Jeffrey S. Ervin*

Jeffrey S. Ervin, Secretary of IMAC Regeneration
Center of Nashville, P.C.

IMAC REGENERATION MANAGEMENT OF NASHVILLE, LLC

IMAC HOLDINGS, LLC, Member of IMAC Regeneration Management of Nashville, LLC

By: */s/ Jeffrey S. Ervin*

Jeffrey S. Ervin, Member of IMAC Holdings, LLC

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$150,000.00	05-01-2018	08-01-2018	37404	4 / 26		JSJ	

References in the boxes above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item. Any item above containing “•••” has been omitted due to text length limitations.

Borrower: INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER OF ST. LOUIS, LLC 2725 JAMES SANDERS BLVD PADUCAH, KY 42001	Lender: INDEPENDENCE BANK OF KENTUCKY Paducah-Jefferson Sq - NMLS #405645 PO BOX 1776 3143 BROADWAY STREET PADUCAH, KY 42001 (270) 442-1716
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CREDIT LIMIT: \$150,000.00 **DATE OF AGREEMENT:** May 1, 2018

Introduction. This Commercial Line of Credit Agreement (“Agreement”) governs Borrower’s line of credit (tee “Credit Line” or the “Credit Line Account”) issued through INDEPENDENCE BANK OF KENTUCKY. Borrower agrees to the following terms and conditions:

Promise to Pay. Borrower promises to pay INDEPENDENCE BANK OF KENTUCKY, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which Borrower is responsible under this Agreement or under “a Security Agreement” which secures Borrower’s Credit Line. Borrower will pay Borrower’s Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means Lender can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. Lender can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

Term. The term of Borrower’s Credit Line will begin as of the date of this Agreement (“Opening Date”) and will continue until August 1, 2018 (“Maturity Date”). All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon maturity. The draw period of Borrower’s Credit Line will begin on the Opening Date and will continue as follows: the Credit Line can be accessed up until the Maturity date. Borrower may obtain credit advances during this period (“Draw Period”). Borrower agrees that Lender may renew or extend the period during which Borrower may obtain credit advances or make payments. Borrower further agrees that Lender may renew or extend Borrower’s Credit Line Account.

Minimum Payment. Borrower’s “Regular Payment” will equal the amount of Borrower’s accrued FINANCE CHARGES. Borrower will make 2 of these payments. Borrower will then be required to pay the entire balance owing in a single balloon payment. If Borrower makes only the minimum payments, Borrower may not repay any of the principal balance by the end of this payment stream. Borrower’s payments will be due monthly. Borrower’s “Minimum Payment” will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of Borrower’s Regular Payment. Borrower agrees to pay not less than the Minimum Payment on or before the due date.

Balloon Payment. Borrower’s Credit Line Account is payable in full upon maturity in a single balloon payment. Borrower must pay the entire outstanding principal, interest and any other charges then due. Unless otherwise required by applicable law, Lender is under no obligation to refinance the balloon payment at that time. Borrower may be required to make payments out of other assets Borrower owns or find a lender, which may be Lender, willing to lend Borrower the money. If Borrower refinances the balloon payment, Borrower may have to pay some or all of the closing costs normally associated with a new credit line account, even if Borrower obtains refinancing from Lender.

How Borrower's Payments Are Applied. Unless otherwise agreed or required by applicable law, payments and cutter credits will be applied to accrued interest, late fees, and then to principal.

Credit Limit. This Agreement covers a revolving line of credit for the principal amount of One Hundred Fifty Thousand & 00/100 Dollars 0150,000.00e which will be Borrower's "Credit Limit" under this Agreement. Borrower may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Borrower's Credit Limit is the maximum amount Borrower may have outstanding at any one time. Borrower agrees not to attempt, request, or obtain a credit advance that will make Borrower's Credit Line Account balance exceed Borrower's Credit Limit. Borrower's Credit Limit will not be Increased should Borrower overdraw Borrower's Credit Line Account. If Borrower exceeds Borrower's Credit Limit, Borrower agrees to repay immediately the amount by which Borrower's Credit Line Account exceeds Borrower's Credit Limit. Any amount greater than the Credit Limit will be secured by the security agreement covering Borrower's property.

Collateral. Borrower acknowledges this Agreement is secured by the following collateral described in the security instrument listed herein:

(A) Collateral described in a Commercial Security Agreement.

Charges to Borrower's Credit Line. Lender may charge Borrower's Credit Line to pay other fees and costs that Borrower is obligated to pay under this Agreement, the security agreement or any other document related to Borrower's Credit Line. In addition, Lender may charge Borrower's Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Security agreement for this transaction. Any amount so charged to Borrower's Credit Line will be a credit advance end will decrease the funds available, if any, under the Credit Line. However, Lender has no obligation to provide any of the credit advances referred to in this paragraph.

Credit Advances. Beginning on the Opening Date of this Agreement, Borrower may obtain credit advances under Borrower's Credit Line as follows:

Officer Approval. Upon approval by an Independence Bank Loan Officer.

If there is more than one person authorized to use this Credit Line Account, Borrower agrees not to give Lender conflicting instructions, such as one Borrower telling Lender not to give advances to the other.

Transaction Requirements. The following transaction limitations will apply to the use of Borrower's Credit Line:

Officer Approval Limitations. The following transaction limitations will apply to Borrower's Credit Line end accessing by other methods.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on Borrower's Credit Line is \$100.00.

Limitation on All Access Devices. You may not use any access device, whether described above or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of Illegality or unlawfulness. Notwithstanding the foregoing, we tray collect on any debt arising out of any illegal or unlawful transaction.

Future Credit Line Services. Borrower's application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of Lender's services in connection with this Credit Line. Borrower understands that this request is voluntary end that Borrower may refuse any of these new services at the time they are offered. Borrower further understands that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Insurance. Borrower must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to Lender. Borrower may obtain property insurance through any company of Borrower's choice that is reasonably satisfactory to Lender. Borrower has the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Borrower, subject to Lender's right, for reasonable cause before credit is extended, to decline any insurance provided by Borrower. Subject to applicable law, if Borrower fails to obtain or maintain insurance as required in the security agreement, Lender may purchase insurance to protect Lender's own interest, add the premium to Borrower's balance, declare the loan in default, or do any one or more of these things.

Right of Setoff. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation, all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

When FINANCE CHARGES Begin to Accrue. Periodic FINANCE CHARGES for credit advances under Borrower's Credit Line will begin to accrue on the date credit advances are posted to Borrower's Credit Line. There is no "free ride period" which would allow Borrower to avoid a FINANCE CHARGE on Borrower's Credit Line credit advances.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A daily FINANCE CHARGE will be imposed on all credit advances made under Borrower's Credit Line imposed from the date of each credit advance based on the "daily balance" method. To get the daily balance, Lender takes the beginning balance of Borrower's Credit Line Account each day, adds any new advances, and subtracts any unpaid FINANCE CHARGES and any payments or credits. This gives Lender the "daily balance."

Method of Determining the Amount of FINANCE CHARGE. Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described herein. Then Lender adds together the periodic FINANCE CHARGES for each day in the statement cycle. This is Borrower's FINANCE CHARGE calculated by applying a Periodic Rate.

Borrower also agrees to pay FINANCE CHARGES, not calculated by applying a Periodic Rate, as set forth below:

Loan Fee. Borrower will be charged a prepaid FINANCE CHARGE of \$250.00, which is a flat fee. This amount is payable when Lender establishes Borrower's Credit Line and may also be imposed upon any future increase in Borrower's Credit Limit.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on Borrower's Credit Line are subject to change from time to time based on changes in an independent index which is the Base Rate on corporate loans posted by at least 75% of the nation's 30 largest banks known as the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on Lender's loans. If the index becomes unavailable during the term of this Credit Line Account, Lender may designate a substitute index after notice to Borrower. The ANNUAL PERCENTAGE RATE on Borrower's Credit Line is based upon the Index described below.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on Borrower's Credit Line will Increase or decrease as the index increases or decreases from time to time. Lender will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows: Lender starts with the current Index as disclosed below. To determine the Periodic Rate that will apply to Borrower's account, Lender takes the value of the Index, then divides the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE Lender multiplies the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. In no event will the Periodic Rate result in a corresponding ANNUAL PERCENTAGE RATE that is less than 4.000%, nor will the Periodic Rate or corresponding ANNUAL PERCENTAGE RATE exceed the maximum rate allowed by applicable law. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect daily. Today the Index is 5.000% per annum, and therefore the initial ANNUAL PERCENTAGE RATE and the corresponding Periodic Rate on Borrower's Credit Line are as stated below:

Current Rates for the First Payment Stream

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	0.000%	5.000%	0.01370%

Notwithstanding any other provision of this Agreement, Lender will not charge interest on any undisbursed loan proceeds.

Conditions Under Which Other Charges May Be Imposed. Borrower agrees to pay all the other fees and charges related to Borrower's Credit Line as set forth below:

Returned Items. You may be charged \$35.00 if you pay your Credit Line obligations with e check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Fee to Stop Payment. Borrower's Credit Line Account may be charged \$35.00 when Borrower requests a stop payment on Borrower's account.

Right to Credit Advances. Beginning on the Opening Date, Lender will honor Borrower's requests for credit advances up to Borrower's Credit Limit so long as (A) Borrower is not in default under the terms of this Agreement; (B) this Agreement has not been terminated or suspended.

Default. Lender may declare Borrower to be in default if any one or more of the following events occur: (A) Borrower fails to pay a Minimum Payment when due; (B) an event of default occurs under the security agreement for the Property; (C) the Property is further encumbered in any way, voluntarily or involuntarily; (D) Borrower dies; (E) Borrower makes any false or misleading statements on Borrower's Credit Line application; (F) Borrower violates any provision of this Agreement or any other agreement with Lender; (G) any garnishment, attachment, or execution is issued against any material asset owned by Borrower; (H) Borrower exceeds Borrower's Credit Limit; (I) Borrower files for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Bankruptcy Code is filed against Borrower; (J) Lender in good faith believes itself insecure.

Lender's Rights. If Borrower is in default, Lender will send notice to Borrower setting forth a time period of at least five (5) days within which such default may be cured. During this cure period, without notice, Lender may suspend Borrower's Credit Line as provided below. If such default is not cured during this period, Lender may either terminate or continue suspension of Borrower's Credit Line Account.

Suspension. If Lender suspends Borrower's Credit Line, Borrower will lose the right to obtain further credit advances. However, all other terms of this Agreement will remain in effect and be binding upon Borrower, including Borrower's liability for any further unauthorized use of any Credit Line access devices.

Termination. If Lender terminates Borrower's Credit Line, Borrower's Credit Line will be suspended and the entire unpaid balance of Borrower's Credit Line Account will be immediately due and payable, without prior notice except as may be required by law, and Borrower agrees to pay that amount plus all FINANCE CHARGES and other amounts due under this Agreement.

Collection Costs. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings including efforts to modify or vacate any automatic stay or injunction, and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

Rate Increase. In addition to Lender's other rights on default, Lender may increase the variable Interest rate under this Agreement to 18.000 percent per annum. The interest rate will not exceed the maximum rate permitted by applicable law. If Lender does not increase the interest rate on default, it will continue at the variable rate in effect as of the date Lender declares a default.

Delay in Enforcement. Lender may delay or waive the enforcement of any of Lender's rights under this Agreement without losing that right or any other right. If Lender delays or waives any of Lender's rights, Lender may enforce that right at any time in the future without advance notice. For example, not terminating Borrower's account for non-payment will not be a waiver of Lender's right to terminate Borrower's account in the future if Borrower has not paid.

Termination by Borrower. If Borrower terminates this Agreement, Borrower must notify Lender in writing at the address shown on Borrower's periodic statement or other designated address. Despite termination, Borrower's obligations under this Agreement will remain in full force and effect until Borrower has paid Lender all amounts due under this Agreement.

Prepayment. Borrower may prepay all or any amount owing under this Credit Line at any time without penalty, except Lender will be entitled to receive accrued FINANCE CHARGES, and other charges, if any. Payments in excess of Borrower's Minimum Payment will not relieve Borrower of Borrower's obligation to continue to make Borrower's Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: INDEPENDENCE BANK OF KENTUCKY, Paducah-Jefferson Sq NMLS #405645, PO BOX 1776, 3143 BROADWAY STREET, PADUCAH, KY 42001.

Notices. All notices will be sent to Borrower's address as shown in Borrower's Credit Line application. Notices will be mailed to Borrower at a different address if Borrower gives Lender written notice of a different address. Borrower agrees to advise Lender promptly if Borrower changes Borrower's mailing address.

Credit Information and Related Matters. Borrower authorizes Lender to release information about Borrower to third parties as described in Lender's privacy policy and Lender's Fair Credit Reporting Act notice, provided Borrower did not opt out of the applicable policy, or as permitted by law. Borrower agrees that, upon Lender's request, Borrower will provide Lender with a current financial statement, a new credit application, or both, on forms provided by Lender. Borrower also agrees Lender may obtain credit reports on Borrower at any time, at Lender's sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in Borrower's financial condition. Based upon a material adverse change in Borrower's financial condition (such as termination of employment or loss of income), Lender may suspend Borrower's Credit Line. Lender may require a new appraisal of the Property which secures Borrower's Credit Line at any time, including an internal inspection, at Lender's sole option and expense.

Transfer or Assignment. Without prior notice or approval from Borrower, Lender reserves the right to sell or transfer Borrower's Credit Line Account and Lender's rights and obligations under this Agreement to another lender, entity, or person, and to assign Lender's rights under the security agreement. Borrower's rights under this Agreement belong to Borrower only and may not be transferred or assigned. Borrower's obligations, however, are binding on Borrower's heirs and legal representatives. Upon any such sale or transfer, Lender will have no further obligation to provide Borrower with credit advances or to perform any other obligation under this Agreement.

Jury Waiver. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

Prior Credit Agreement. This is a renewal of loan #37404.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the Commonwealth of Kentucky.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Interpretation. Borrower agrees that this Agreement, together with the security agreement, is the most reliable evidence of Borrower's agreements with Lender. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If Lender goes to court for any reason, Lender can use a copy, filmed or electronic, of any periodic statement, this Agreement, the security agreement or any other document to prove what Borrower owes Lender or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. Borrower agrees that, except to the extent Borrower can show there is a billing error, Borrower's most current periodic statement is the most reliable evidence of Borrower's obligation to pay.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not effect the legality, validity or enforceability of any other provision of this Agreement.

Acknowledgment and Amendments. Borrower understands and agrees to the terms and conditions in this Agreement. Borrower acknowledges that, subject to applicable laws, Lender has the right to change the terms and conditions of the Credit Line program, including without limitation, the Margin. Borrower also understands and agrees that Borrower may be subject to other agreements with Lender regarding transfer instruments or access devices which may access Borrower's Credit Line. Any person signing below may request a modification to this Agreement, and, if granted, the modification will be binding upon all signers. By signing this Agreement, Borrower acknowledges that Borrower has read this Agreement. Borrower also acknowledges receipt of a completed copy of this Agreement.

BORROWER:

INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER OF ST. LOUIS, LLC

By: /s/ Jeff Ervin

Jeff Ervin, Chief Operating Officer of IMAC Holdings, LLC

ACCEPTED: INDEPENDENCE BANK OF KENTUCKY

By: /s/ Scott Johnston
Scott Johnston, Sr. Lender McCracken Co. NMLS #791055

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	05-04-2016	05-04-2021	37166	4 / 26		SHA	

References in the boxes above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item. Any item above containing “•••” has been omitted due to text length limitations.

Borrower:	INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER OF ST LOUIS, LLC 13339-13353 OLIVE BLVD ST LOUIS, MO 63017	Lender:	INDEPENDENCE BANK OF KENTUCKY Paducah-Jefferson Sq - NMLS #405645 PO BOX 1776 3143 BROADWAY STREET PADUCAH, KY 42001 (270) 442-1716
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Principal Amount:	\$200,000.00	Interest Rate:	4.250%	Date of Note:	May 4, 2016
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PROMISE TO PAY. INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER OF ST LOUIS, LLC (“Borrower”) promises to pay to INDEPENDENCE BANK OF KENTUCKY (“Lender”), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (200,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the “INTEREST CALCULATION METHOD” paragraph using the interest rates described in this paragraph: 3 monthly consecutive interest payments, beginning June 4, 2016, with interest calculated on the unpaid principal balances using an interest rate of 4.250% per annum; 56 monthly consecutive principal and interest payments of \$3,881.21 each, beginning September 4, 2016, with interest calculated on the unpaid principal balances using an interest rate of 4.250% per annum; and one principal and interest payment of \$3,881.28 on May 4, 2021, with interest calculated on the unpaid principal balances using an interest rate of 4.250% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender’s address shown above or at such other place as Lender may designate in writing

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower’s making fewer payments. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: INDEPENDENCE BANK OF KENTUCKY, Paducah-Jefferson Sq - NMLS #405645, PO BOX 1776, 3143 BROADWAY STREET, PADUCAH, KY 42001.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type Of creditor workout, Or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within five (5) days; or (2) if the cure requires more than five (5) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

COLLATERAL. Borrower acknowledges this Note is secured by Collateral described in Commercial Security Agreement.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$35.00 if Borrower makes a payment on Borrower's loan and the check preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and 811 accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this part will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

INTEGRATED MEDICINE AND CHIROPRACTIC REGENERATION CENTER OF ST LOUIS, LLC

IMAC HOLDINGS, LLC, Member of INTEGRATED MEDICINE AND
CHIROPRACTIC REGENERATION CENTER OF ST LOUIS, LLC

By: /s/ Jeff Ervin

Jeff Ervin, Manager/Chief Operating Officer of IMAC HOLDINGS, LLC

LENDER:

INDEPENDENCE BANK OF KENTUCKY

By: /s/ Shelly H Aspery

Shelly H Aspery, Location Manager NMLS #777365

PROMISSORY NOTE

Borrower:

IMAC Holdings, LLC
2725 James Sanders Blvd.
Paducah, KY 42001

Lender:

Edward S. Bredniak Revocable Trust U/A Dated 8/14/15

Principal: \$500,000

Rate: 5.00%

Loan Date: 12/1/2016

Maturity: 11/30/2019

PROMISE TO PAY. IMAC Holdings, LLC (“Borrower”) promises to pay to Edward S. Bredniak Revocable Trust U/A Dated 8/14/15 (“Lender”), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the update principal balances as described in the “INTEREST CALCULATION METHOD” paragraph using the interest rates described in this paragraph: 36 consecutive principal and interest payments of \$8,534.39 each, beginning December 1, 2016, with interest calculated on the unpaid principal balances using and interest rate of 5.00% per annum; and one principal and interest payment of \$258,534.39 on November 30, 2019, with interest calculated on the unpaid balances using an interest rate of 5.00% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for the principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender’s address shown above or such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 360/360 simple interest basis; that is, by applying the ratio of interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower’s making fewer payments. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Lender address of record.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.00% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.00% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default (“Event of Default”) under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made) any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by the Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within five (5) days; or (2) if the cure requires more than five (5) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

COLLATERAL. Borrower acknowledges this Note is secured by Assets of IMAC Holdings, LLC.

ATTORNEY'S FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law. Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER: IMAC Holdings, LLC

LENDER: Edward S. Bredniak Revocable Trust U/A
Dated 8/14/15

By: /s/ Jeff Ervin
Jeff Ervin, CEO

By: /s/ Edward S. Bredniak
Edward S. Bredniak

PROMISSORY NOTE

Borrower:

IMAC Holdings, Inc.
1605 Westgate Circle
Brentwood, TN 37027

Lender:

The Edward S. Bredniak Revocable Trust
u/a dated 8/14/2015

Principal: Up to \$2,000,000

Rate: 10.00%

Loan Date: 06/1/2018

Maturity: 11/30/2018

PROMISE TO PAY. IMAC Holdings, Inc. ("Borrower") promises to pay to The Edward S. Bredniak Revocable Trust u/a dated 8/14/2015 ("Lender"), or order, in lawful money of the United States of America, the amount of Two Million & 00/100 Dollars (\$2,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

ADVANCE. Requested amounts must be in increments of Fifty Thousand & 00/100 Dollars (\$50,000.00) and requested in writing with one week notice to Lender. The first Advance must be in an amount that, when added to the Existing Debt, creates a balance rounded to the nearest thousands.

EXISTING DEBT. Any outstanding debt balance existing between Borrower and Lender must be retired. The current debt obligation of \$379,675.60 shall be converted into the terms of this Promissory Note, and any prior note(s) shall be null and void.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the update principal balances as described in the "INTEREST CALCULATION METHOD" paragraph at the earliest occurrence of the events described in this paragraph: the date of a change of ownership control, the closing of an equity sale over Two Million & 00/100 Dollars (\$2,000,000.00), or November 30, 2018, with interest calculated on the unpaid balances using the Rate. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or such other place as Lender designates in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 360/360 simple interest basis; that is, by applying the ratio of interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments market "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Lender address of record.

INTEREST AFTER DEFAULT. Upon default and so long as in default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.00% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Subject to the core provisions below, each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower under this Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made) any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by the Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within five (5) days; or (2) if the cure requires more than five (5) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

COLLATERAL. Borrower acknowledges this Note is secured by Assets of IMAC Holdings, LLC.

ATTORNEY'S FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

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PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER: IMAC Holdings, LLC

LENDER: The Edward S. Bredniak Revocable Trust
u/a dated 8/14/2015

By: /s/ Jeff Ervin
Jeff Ervin, CEO

By: /s/ Edward S. Bredniak
Edward S. Bredniak, Trustee
