Exhibit D

Certificate of Compliance

Company: HANGER, Inc.

Reporting Year: January 1 through December 31, 2013 Year # 4 of 10

1.0 Investment

1.1 §2.01 of the Agreement requires that after the Effective Date of the Agreement and before December 31, 2014, at least $2,114,252 shall be invested in the making of leasehold improvements to the Headquarters.

a. To date the City has verified Hanger's investment of $4,347,763.92 in leasehold improvements.

b. During the Reporting Year $_69,484.91_____ has been invested in leasehold improvements at the Headquarters.

1.2 §2.01 of the Agreement requires that after the Effective Date of the Agreement and before December 31, 2014, at least $1,691,401 shall be invested in "Machinery and Equipment" that is to be installed and used at the Headquarters. "Machinery and Equipment" means machinery and equipment purchased, installed and used at the Headquarters for the purpose of supporting the company's operations.

a. To date the City has verified Hanger's investment of $1,565,313.01 in Machinery and Equipment.

b. During the Reporting Year $__45,494.30_____ has been invested in "Machinery and Equipment" installed at the Headquarters.

1.3 §2.01 of the Agreement requires that after the Effective Date of the Agreement and before December 31, 2014, at least $2,938,682 shall be invested in furniture, fixtures, and equipment to be used at the Headquarters.

a. To date the City has verified Hanger's investment of $3,425,777.14 in furniture, fixtures and equipment.

b. During the Reporting Year $_603,244.76_____ has been invested in furniture, fixtures, and equipment used at the Headquarters.

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2.0 Employment

2.1 Total number of New Full-Time Jobs plus Existing Jobs at facility for reporting year 2013: §2.02 of the Agreement requires 133 New Full-Time Jobs and 19 Existing Jobs by December 31, 2010 for Years 1-5 and allows funding in Years 6-10 if the Company has 250 New Full-Time Jobs and 19 Existing Jobs.

a. Number of New Full-time Jobs by December 31, 2013: 210

b. Number of Existing Jobs retained by December 31, 2013: 18

2.2 At December 31st did the number of New Full-time Jobs and number of Existing Jobs fall below the numbers required under Sections 2.02 and 2.03 of the Agreement?

☐ Yes ☒ No

If Hanger answered yes to question 2.2, did Hanger re-establish or replace the required numbers of New Full-time Jobs and Existing Jobs within 90 days after the date of the termination or elimination that caused the number of New Full-time Jobs and/or Existing Jobs to fall below the required amounts?

☐ Yes ☐ No

2.3 Was the average annual gross compensation, excluding health insurance and retirement benefits, of the New Full-time Jobs delineated in 2.1 at least $97,343, as required by §2.02(a) of the Agreement?

☒ Yes ☐ No

3.0 Recruitment

3.1 §2.04 of the Agreement requires Hanger to:

a. Adhere to its "Fair Employment Practices" procedures (Exhibit B to the Agreement);

b. Use good faith efforts to work with non-profit organizations such as the Austin Asian American Chamber of Commerce, the Capital City African American Chamber of Commerce, the Career Expo for People with Disabilities, the Greater Austin Hispanic Chamber of Commerce, the National Society of Black Engineers, the Out and Equal Summit, and other appropriate organizations, to expand its pool of diverse candidates in recruiting efforts; and

c. Use reasonable efforts to employ residents of the Austin Round Rock Metropolitan Statistical Area for its New Full Time Job recruiting efforts.

Did Hanger comply with the recruiting requirements in §2.04 of the Agreement during the year ended December 31, 2013?

☒ Yes ☐ No

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Company: HANGER, Inc.

Reporting Year: January 1 through December 31, 2013 Year # 4 of 10

4.0 Supplier Diversity

4.1 §2.05(a) of the Agreement requires Hanger to use commercially reasonable efforts to provide local small businesses and minority-, women- and veteran-owned businesses, an equal opportunity to participate as suppliers for materials and services purchased by Hanger exclusively for use at the Headquarters.

Did Hanger provide such opportunities during 2013?

☒ Yes ☐ No

4.2 §2.05(a) of the Agreement requires Hanger to adhere to it Supplier Diversity Policy for procurement of materials and services for use at its Headquarters.

Did Hanger comply with its Supplier Diversity Policy during 2013?

☒ Yes ☐ No

4.3 §2.05(b) of the Agreement requires Hanger to comply with the applicable standards and principles of Chapters 2-9A through 2-9D of the City's ordinance for minority-owned and women-owned business enterprises in the design and construction of Hanger's facilities at the Headquarters, including, but not limited to, leasehold improvements.

4.4 §2.05(c) of the Agreement requires that with respect to any design or construction projects at the Headquarters (including, but not limited to, leasehold improvements), Hanger's architect and general contractor must use its good faith efforts to meet the following ethnic-specific participation goals:

	Construction-Related Professional Services Participation Goals	Construction Participation Goals
African-American -owned Business Enterprises	1.9%	1.7%
Hispanic-owned Business Enterprises	9.0%	9.7%
Asian-American and Native American-owned Business Enterprises	4.9%	2.3%
Women-owned Business Enterprises	15.8%	13.8%

If Hanger fails to meet each of such goals, Hanger must submit documentation demonstrating its architect's and its general contractor's good faith efforts to meet the goals. Good faith efforts are those efforts described in the City's M/WBE Program Ordinance.

Did Hanger comply with Sections 2.05(b), 2.05(c) and 2.05(d) of the Agreement during 2013?

☒ Yes ☐ No

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Company: HANGER, Inc.

Reporting Year: January 1 through December 31, 2013 Year # 4 of 10

5.0 Additional Covenants

5.1 Did Hanger comply with the other provisions of the Agreement?

☒ Yes ☐ No

6.0 Incentive Payment Request

6.1 The Agreement requires an economic development incentive payment up to $500,000 to be distributed over a 10-year period in annual payments of $50,000.

6.2 Total Request for 2013: $ 50,000.00

I, the authorized representative for Hanger, Inc. hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement. I further certify that Hanger, Inc. complied fully with the Chapter 380 Economic Development Agreement during the reporting year, including Section 2.06 regarding Compliance with City Regulations and Sections 2.08 regarding Texas Government Code Chapter 2264.

Signature: _____

Printed Name: Thomas E. Hartman

Title (Chief Financial Officer or equivalent): Vice President & General Counsel

Date: 3/31/2014