EXECUTION VERSION

SETTLEMENT AGREEMENT

PREAMBLE

THIS SETTLEMENT AGREEMENT (this "Agreement") is made as of [_____], 2011, by and among the following: Sun Capital Healthcare, Inc., a Florida corporation ("SCHI"); Sun Capital, Inc., a Florida corporation ("SCI"); Success Healthcare, LLC, a California limited liability company ("Success"); Promise Healthcare, Inc., a Florida corporation ("Promise"); Peter R. Baronoff, an individual ("Baronoff"); Howard B. Koslow, an individual ("Koslow"); Lawrence Leder, an individual ("Leder" and together with Baronoff and Koslow, each a "Principal" and collectively, the "Principals"); Malinda Baronoff, an individual ("Mrs. Baronoff"); Jane Koslow, an individual ("Mrs. Koslow"); Carole Leder, an individual ("Mrs. Leder" and together with Mrs. Baronoff and Mrs. Koslow, each a "Spouse" and collectively, the "Spouses"); Mark Dawson, an individual ("Dawson"); the subsidiaries and affiliates of SCHI, SCI, Success, and Promise identified on Annex I attached hereto (together with SCHI, SCI, Success and Promise, each an "Affiliated Company" and collectively, the "Affiliated Companies"); and Founding Partners Designee, LLC, a Delaware limited liability company, as designee ("FP Designee"), of Founding Partners Stable-Value Fund, L.P., a Delaware limited partnership ("Stable-Value"), Founding Partners Global Fund, Ltd., a corporation organized under the laws of the Cayman Islands ("Global"), Founding Partners Stable-Value Fund II, L.P. ("Stable-Value II"); and Founding Partners Hybrid-Value Fund, L.P. ("Hybrid-Value")(these funds sometime collectively referred to as "Founding Partners"); and Daniel S. Newman, Esq., solely in his capacity as the court-appointed receiver (the "Receiver") of Founding Partners and Founding Partners Capital Management Company ("FPCM"). Each of the Affiliated Companies, the Principals, the Spouses, Dawson, the FP Designee and the Receiver is hereinafter referred to as a "Party", and together the "Parties". By its execution of the Consent attached hereto as Annex II (the "Consent") each of the Individual Signing Investors thereby, *inter alia*, approves and accepts this Agreement and the transactions contemplated hereby and by the other Transaction Documents.

RECITALS

WHEREAS, Stable-Value is an investment fund that holds loans that were made to SCHI and SCI in the approximate aggregate amount of $550 million (the "Loans");

WHEREAS, FPCM is the general partner and the fund investors are limited partners in one or more of the funds comprising Founding Partners ("Fund Investors");

WHEREAS, on April 20, 2009, the United States Securities and Exchange Commission filed an action against William L. Gunlicks and FPCM, which named as relief defendants Stable-Value, Global, Stable-Value II, and Hybrid-Value;

WHEREAS, by order dated May 20, 2009 of the United States District Court for the Middle District of Florida (the "District Court"), the Receiver was appointed for Stable-Value, Global, Stable-Value II, Hybrid-Value, and FPCM;

WHEREAS, the Receiver alleges that there are, *inter alia*, existing defaults or events of default by SCHI and SCI on the Loans;

WHEREAS, SCHI and SCI allege that there are, *inter alia*, existing breaches by Founding Partners under the loan documents for the Loans;

WHEREAS, the Fund Investors, through a claims process, will be the beneficiaries of certain causes of action relating to the Loans that were asserted by the Receiver on behalf of Founding Partners against certain of the Companies in the District Court (the "*Newman v. Sun Capital* Litigation"), and the Fund Investors would be the ultimate beneficiaries of certain additional causes of action relating to the Loans that were threatened to be asserted by the Receiver against the Companies and the Principals;

WHEREAS, certain Fund Investors have also purported to assert, or attempted to assert, other causes of action directly against the Companies and/or the Principals in the District Court and in other jurisdictions;

WHEREAS, SCHI and SCI have asserted certain causes of action relating to the Loans against the Receiver as representative of Founding Partners in the District Court;

WHEREAS, each of the foregoing claims and actions of record are currently subject to a court-ordered stay of proceedings; and

WHEREAS, through this Agreement, the Parties desire to resolve all claims relating to the aforementioned pending and threatened claims relating to the Loans and the Fund Investors' investments in Founding Partners.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions and Interpretation. Words and expressions used in this Agreement and, to the extent relevant, any other Transaction Document, shall be interpreted in accordance with SCHEDULE 1.

ARTICLE II

THE TRANSACTIONS

2.1 The Transactions. Subject to, and in accordance with, the terms and conditions set out herein and in the relevant Transaction Documents:

(a) Transfer of Real Property Entities and Other Entities to Promise. On the Closing Date, the Principals and Spouses, as the case may be, shall cause one hundred percent (100%) of the equity interests in the entities identified on Schedule 2.1(a) to be transferred to Promise pursuant to an Equity Transfer Agreement in the form attached as Exhibit A (the "Promise Equity Transfer Agreement").

(b) Sun/Success Transfer.

(i) Each of the Principals and the Spouses, as the case may be, shall, on the Closing Date, execute and deliver to the FP Designee a stock transfer agreement in the form attached as Exhibit B-1 (the "Stock Transfer Agreement"), pursuant to which the Principals and the Spouses, as the case may be, shall transfer to the FP Designee, as designee of Founding Partners, as of the Closing Date, one hundred percent (100%) of the shares of SCHI and SCI.

(ii) Each of the Principals and the Spouses shall, on the Closing Date, execute and deliver to the FP Designee an assignment and assumption agreement in the form attached as Exhibit B-2 (the "Assignment Agreement"), pursuant to which the Principals and the Spouses shall transfer to the FP Designee as of the Closing Date, one hundred percent (100%) of the equity interests of Success.

(c) Promise Stock Issuance. Promise shall, on the Closing Date, execute and deliver to SCHI a subscription agreement in the form attached as Exhibit C (the "Promise Subscription Agreement"), pursuant to which Promise shall issue common shares to SCHI, equaling ninety six percent (96%) of the common shares of Promise and one-hundred percent (100%) of the preferred shares of Promise contemplated by Section 2.1(f). The Receiver, on behalf of Stable-Value, hereby authorizes SCHI to accept the common shares and the preferred shares of Promise in exchange for the cancellation of certain indebtedness due from Promise to SCHI.

(d) Senior Term Loan. Immediately after the filing of the Promise Amended and Restated Articles of Incorporation and the execution and delivery of the Promise Subscription Agreement and the Stock Transfer Agreement, Promise shall, on the Closing Date, execute and deliver to SCHI, a senior loan and security agreement in the form attached as Exhibit D (the "Senior Loan and Security Agreement") together with the documents, instruments and agreements required to be executed and delivered in connection therewith, pertaining to a $75,000,000 senior secured term loan and including, but not limited to, guaranties from the subsidiaries of Promise set forth on Schedule 2.1(d) (the "Promise Subsidiary Guarantors") who shall unconditionally guarantee all of the obligations of Promise thereunder. The $75,000,000 senior secured term loan shall be deemed to be fully funded as of the effective date from loans previously made to Promise by SCHI.

(e) Subordinated Term Loan. Immediately after the filing of the Promise Amended and Restated Articles of Incorporation and the execution and delivery of the Promise Subscription Agreement and the Stock Transfer Agreement, Promise shall, on the Closing Date, execute and deliver to SCHI, a subordinated term note in the form attached as Exhibit E (the "Subordinated Note") together with the documents, instruments and agreements required to be executed and delivered in connection therewith, pertaining to a $125,000,000 subordinated term loan and including, but not limited to, guaranties from the Promise Subsidiary Guarantors who shall unconditionally guarantee all of the obligations of Promise thereunder. The $125,000,000 subordinated term loan shall be deemed to be fully funded as of the effective date from loans previously made to Promise by SCHI.

(f) Promise Preferred Stock. Promise shall, on the Closing Date, amend and restate the Articles of Incorporation of Promise in the form attached as Exhibit F (the "Promise Amended and Restated Articles of Incorporation"), pursuant to which Promise shall, *inter alia*, establish a class of preferred shares (to be issued to SCHI pursuant to Section 2.1(c), with a liquidation preference and mandatory redemption value of $75,000,000.

(g) Transfer of Other Entities Owned by Principals and Spouses to FP Designee. The Principals and Spouses, as the case may be, shall, on the Closing Date, transfer to the FP Designee one hundred percent (100%) of the equity interests of each of the entities identified on Schedule 2.1(g) pursuant to an Equity Transfer Agreement in the form attached as Exhibit G (the "FP Designee Equity Transfer Agreement").

(h) Restructuring of Promise/Stockholders' Agreement. Simultaneous with the issuance of shares in Promise to SCHI on the Closing Date, Promise and the stockholders of Promise (which shall be SCHI, the Principals, the Spouses and Dawson) shall enter into an amended and restated stockholders' agreement in the form attached hereto as Exhibit H (the "Stockholders' Agreement") addressing the governance, management, transfer and disposition of Promise shares and other matters relating to Promise set forth therein, including the disposition of Promise restricted shares by the Principals, the Spouses and Dawson.

(i) Baronoff Agreement. On the Closing Date, Baronoff and certain of the Companies shall execute and deliver an employment agreement (the "Baronoff Employment Agreement") in the form attached hereto as Exhibit I (which Exhibit shall be filed under seal with the District Court) or, in the alternative, a consulting agreement (the "Baronoff Consulting Agreement").

(j) Koslow Consulting Agreement. On the Closing Date, Koslow and certain of the Companies shall enter into a consulting agreement in the form attached hereto as Exhibit J (the "Koslow Consulting Agreement").

(k) Leder Consulting Agreement. On the Closing Date, Leder and certain of the Companies shall enter into a consulting agreement in the form attached hereto as Exhibit K (the "Leder Consulting Agreement").

(l) Secured Notes. On the Closing Date, Promise shall execute and deliver to the Principals and their respective Spouses, and Dawson, four (4) secured promissory notes in the aggregate amount of US$5,884,000 in the form attached hereto as Exhibit L (collectively, the "Secured Notes"), which Secured Notes shall be secured by the Performance Security.

(m) Mutual Releases. On the Closing Date, the Parties, and the Consenting Fund Investors (including, for the avoidance of doubt, the Individual Signing Investors) shall exchange releases (the "Mutual Releases") in the applicable form of Release of Claims attached hereto as Exhibit M-1 , Exhibit M-2 and Exhibit M-3 (a "Release of Claim").

(n) Disclosure Statement. On the Closing Date, the Principals and the Spouses shall deliver a disclosure statement in the form attached hereto as Exhibit N (the "Disclosure Statement"), which the FP Designee shall acknowledge in writing.

(o) Performance Security, Insurance, etc. On the Closing Date, Promise (with the cooperation of and as approved by the FP Designee) shall, for the Principals, the Spouses and Dawson, as applicable, all in a manner acceptable to the Principals:

(i) obtain tangible security (the "Performance Security") in the form of a first priority lien on the real property and personal property (other than the W/C Lender Collateral (defined below)) located at or relating to the operations of Promise Hospital of Louisiana, Inc. (Bossier City Campus and Shreveport Campus) and Bossier Land Acquisition Corp. (A) to cover the Personal Guarantees to the extent they are not removed by Closing notwithstanding Promise's commercially reasonable efforts to do so, and (B) to secure all payments to the Principals, the Spouses and Dawson under the Secured Notes, the Baronoff Consulting Agreement (if applicable), the Koslow Consulting Agreement and the Leder Consulting Agreement provided, that the Performance Security shall not include a lien on any of the following assets of Promise Hospital of Louisiana, Inc. (collectively, the "W/C Lender Collateral"): (1) all present and future Accounts Receivable, (2) all present and future "instruments" (as such term is defined in Article 9 of the Uniform Commercial Code in effect in the State of New York) arising out of any Accounts Receivable, (3) all now owned or hereafter acquired deposit accounts (as such term is defined in Article 9 of the Uniform Commercial Code in effect in the State of New York) into which proceeds from any Accounts Receivable are deposited, (4) all Books and Records, whether now owned or hereafter acquired related to the foregoing and (5) any and all replacements and proceeds of any of the foregoing; provided, further, that the Principals, the Spouses and Dawson shall enter into a mutually acceptable intercreditor arrangement with the W/C Lender with respect to the W/C Lender Collateral; and

(ii) provide proof of insurance coverage to satisfy the provisions of ARTICLE VI.

(p) Forgiveness of Shareholder Loans. On the Closing Date, all loans made by any of the Companies to one or more of the Principals and the Spouses set forth on Schedule 2.1(p) (the "Shareholder Loans") shall be forgiven in their entirety.

ARTICLE III

CLOSING

3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing"), will take place in escrow or at the offices of Proskauer Rose LLP, Eleven Times Square, New York, NY 10036 at 10:00 a.m., local time, on [_____], 2011, or, if all of the conditions set forth in Sections 4.1, 4.2 and 4.3 have not been satisfied or waived on such date, at such other time and place as the Parties may agree. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

3.2 Closing Deliveries of the Principals, the Spouses, Dawson, and the Affiliated Companies. At the Closing, the Principals, the Spouses, Dawson and the Affiliated Companies will deliver or cause to be delivered to the FP Designee, as applicable:

(a) (i) certificates representing the Equity Securities of SCHI and SCI to be delivered pursuant to the Stock Transfer Agreement, duly endorsed in blank or accompanied by stock powers duly executed in blank in form for transfer together with any other documents that are necessary to convey to the FP Designee good title to such Equity Securities, free and clear of any and all Liens, (ii) a certificate representing ninety six percent (96%) of the common shares of Promise in the name of SCHI, and (iii) a certificate representing one hundred percent (100%) of the preferred shares of Promise, in the name of SCHI;

(b) a certificate dated as of the Closing Date, executed on behalf of the Companies, confirming the satisfaction of the conditions specified in Section 4.2(a) and (b);

(c) certificates of the secretary of each Company dated as of the Closing Date and attaching with respect to such Company (i) its Constitutive Documents and all amendments thereto as in effect on the Closing Date; (ii) evidence of its existence and good standing certified by a competent authority; (iii) all resolutions of its board of directors relating to this Agreement, the other Transaction Documents and the transactions contemplated by this Agreement and such Transaction Documents; and (iv) incumbency and signatures of its officers executing this Agreement or any other Transaction Document;

(d) counterparts duly executed by the Principals, the Spouses and Dawson of each Transaction Document to which the Principals, the Spouses and Dawson are a party;

(e) counterparts duly executed by each Affiliated Company of each Transaction Document to which such Company is a party;

(f) resignations of all officers, directors and managers of the Companies, as the case may be, effective as of the Closing Date requested by the FP Designee;

(g) as to the Transaction Documents, opinion letters of Proskauer Rose LLP and other counsel to the Companies (immediately prior to the filing of the Promise Amended and Restated Articles of Incorporation and the execution and delivery of the Promise Subscription Agreement and Stock Transfer Agreement), the Principals and the Spouses, addressed to the FP Designee and dated the Closing Date, in substance and form reasonably satisfactory to the FP Designee, limited to valid existence; due execution; due authority; and no conflicts with Constitutive Documents;

(h) any other item required to be delivered at Closing by any Principal, Spouse, Dawson or any Company under the terms of any Transaction Document to which any Principal, Spouse, Dawson or Company is a party; and

(i) such other documents, instruments and agreements as the FP Designee may reasonably request for the purpose of consummating the transactions contemplated by this Agreement.

3.3 Closing Deliveries of the FP Designee. At the Closing, the FP Designee will deliver or cause to be delivered to the Principals, the Spouses, Dawson and the Affiliated Companies, as the case may be:

(a) a certificate dated as of the Closing Date, executed by the FP Designee, confirming the satisfaction of the conditions specified in Section 4.3(a) and (b);

(b) certificates of the secretary of the FP Designee dated as of the Closing Date and attaching with respect to FP Designee, as applicable (i) its Constitutive Documents and all amendments thereto as in effect on the Closing Date; (ii) evidence of its existence and good standing certified by a competent authority; (iii) all resolutions of its board of directors relating to this Agreement, the other Transaction Documents and the transactions contemplated by this Agreement and such Transaction Documents; and (iv) incumbency and signatures of its officers executing this Agreement or any other Transaction Document;

(c) counterparts duly executed by the FP Designee of each other Transaction Document to which the FP Designee is a party;

(d) as to the Transaction Documents, opinion letters of Broad and Cassel, as counsel to the FP Designee, addressed to the Companies, the Principals and the Spouses and dated the Closing Date and in substance and form reasonably satisfactory to the Companies and the Principals, limited to valid existence; due execution; due authority; and no conflicts with Constitutive Documents;

(e) cause the Receiver to deliver to the Principals and the Spouses, the pledged certificates or allow Promise to cancel on its stock ledger any previously pledged certificates which cannot be located and issue to the Principals and the Spouses new certificates, representing their existing Equity Securities of Promise;

(f) any other item required to be delivered at Closing by FP Designee under the terms of any Transaction Document; and

(g) such other documents, instruments and agreements as the Principals and the Companies may reasonably request for the purpose of consummating the transactions contemplated by this Agreement.

All items delivered by the Parties at the Closing will be deemed to have been delivered simultaneously, and no items will be deemed delivered or waived until all have been delivered.

ARTICLE IV

CONDITIONS

4.1 Conditions to Obligations of the Parties. The obligations of the Parties under this Agreement are subject to the satisfaction at or prior to the Closing of the following conditions (any of which may be waived by the Parties, as applicable, in whole or in part):

(a) Settlement Approval Order; Antitrust. (i) The Settlement Approval Order shall have been entered, and, (ii) if applicable, the required waiting period (and any extension thereof) under any antitrust laws shall have expired or been terminated;

(b) Other Governmental Authorizations; Consents. All necessary Governmental Authorizations and Consents listed in Section 6 of the Company Disclosure Schedules have either been obtained, or all notices have been given, and all filings have been made with, all Governmental Authorities, and all requests for Consents from, and the giving of all other notices to, all other Persons, have been made;

(c) No Action. No Governmental Body shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) or order, writ, injunction or decree that is then in effect and has the effect of making the transactions contemplated hereunder illegal or otherwise preventing or prohibiting consummation of such transactions;

(d) No Material Adverse Effect. There shall be no pending or, to the knowledge of a Party, threatened in writing, Proceeding by any Person against, pertaining to or seeking to enjoin any aspect of the operation of the Companies' business or the consummation of the transactions contemplated by this Agreement or otherwise that could reasonably be expected to have a Material Adverse Effect and there shall be no pending action against any Party or any of his, her or its affiliates, or any of his, her or its properties, assets, or any officer, director or manager, in his or her capacity as such, of any Party or any of his or its affiliates, with respect to the consummation of the transactions contemplated hereunder which could reasonably be expected to have a material adverse effect;

(e) Investor Releases. The delivery of duly executed Releases of Claims from the Fund Investors (including the Individual Signing Investors) (the "Consenting Fund Investors") to the Affiliated Companies, the Principals, the Spouses and Dawson, in an amount equal to at least fifty one percent (51%) in number of Fund Investors and sixty six and two-thirds percent (66 2/3%) of investment of Fund Investors in Founding Partners;

(f) Receiver Approval, etc. The Receiver shall have approved and accepted, or be directed by the District Court to approve, accept, or acquiesce in, the transactions contemplated by this Agreement and the other Transaction Documents, and a Release of Claims in the form of Exhibit M-3 shall have been delivered or the relief sought therein so ordered;

(g) Promise Amended and Restated Articles of Incorporation. Promise shall have filed the Promise Amended and Restated Articles of Incorporation and obtained evidence of filing thereof from the Florida Secretary of State;

(h) Senior Term Loan and Subordinated Term Loan. Immediately after the filing of the Promise Amended and Restated Articles of Incorporation and the execution and delivery of the Promise Subscription Agreement and the Stock Transfer Agreement, the Senior Loan and Security Agreement and the Subordinated Note shall be executed and delivered; and

(i) Working Capital Line of Credit. Immediately after the filing of the Promise Amended and Restated Articles of Incorporation and the execution and delivery of the Promise Subscription Agreement and the Stock Transfer Agreement, (i) Promise and certain of its subsidiaries shall enter into a senior secured revolving loan agreement with a lender (the "W/C Lender") for a working capital line of credit on terms acceptable to FP Designee, and

execute and deliver such other documents, instruments and agreements required to be executed and delivered in connection therewith, (ii) SCHI shall enter into a mutually acceptable intercreditor arrangement with the W/C Lender and (iii) the Principals, the Spouses and Dawson shall enter into a mutually acceptable intercreditor arrangement with the W/C Lender with respect to the W/C Lender Collateral.

4.2 Conditions to the Obligations of the FP Designee and the Receiver. The obligation of the FP Designee and the Receiver to consummate the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the FP Designee and the Receiver, in whole or in part):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Companies, the Principals, the Spouses and Dawson in this Agreement and any other Transaction Document must have been true and correct in all material respects as of the date of this Agreement and must be true and correct in all material respects as of the Closing Date;

(b) Performance of Covenants. All of the covenants and obligations that each of the Companies, the Principals, the Spouses and Dawson are required to perform or comply with under all Transaction Document to which they are a party on or before the Closing Date must have been performed and complied with in all material respects;

(c) New York Law. The Receiver shall engage New York counsel, at the Companies' advance expense upon execution of a retainer letter, to provide the Receiver with advice on the application of New York law to the Transaction Documents, and the Receiver shall be satisfied with such advice, provided that such expenses shall be reasonable and such expenses shall be subject to Section 9.1 otherwise;

(d) No Action. There must not be in effect any Law or Judgment, and there must not have been commenced or threatened any Proceeding, that in any case could (A) prevent, make illegal or restrain the consummation of, or otherwise materially alter, any of the transactions contemplated by the Transaction Documents or (B) cause any of the transactions contemplated by the Transaction Documents to be rescinded, reformed or altered following consummation;

(e) No Material Adverse Effect. Since the date of this Agreement, there must not have been any Material Adverse Effect;

(f) Due Diligence; Focus Management Group. The FP Designee and the Receiver (i) must be satisfied with the results of its due diligence investigation relating to the Principals, the Companies and their assets and (ii) receive from Focus Management Group a due diligence bringdown report;

(g) Valuation Estimate. The FP Designee and the Receiver must receive from MTS Health Partners, a valuation estimate for Promise and its Subsidiaries (including all Subsidiaries to be transferred to Promise as contemplated by this Agreement), and Success and its Subsidiaries, which valuation estimate may include a range of values estimated in good faith but shall not include any reliance opinions;

(h) Transaction Documents. The Companies and the Principals, the Spouses and Dawson must have delivered or caused to be delivered each document that Section 3.2 requires them to deliver; and

(i) Audit Adjustments. To the extent that the Interim Balance Sheets and the related unaudited statements of operations of Promise and Success do not include estimates for known audit adjustments that will be required at year end to conform such Financial Statements to GAAP, information will be disclosed to provide such known estimates to the FP Designee and the Receiver.

4.3 Conditions to the Obligations of the Principals, the Spouses, Dawson and the Companies. The obligation of the Principals, the Spouses, Dawson and the Companies to consummate the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Principals or the Companies, as applicable, in whole or in part):

(a) Accuracy of Representations and Warranties. The representations and warranties of the FP Designee in this Agreement and the other Transaction Documents must have been true and correct in all material respects as of the date of this Agreement and must be true and correct in all material respects as of the Closing Date;

(b) Performance of Covenants. All of the covenants and obligations that the FP Designee is required to perform or comply with under this Agreement or any Transaction Document on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment, and there must not have been commenced or threatened any Proceeding, that in any case could (A) prevent, make illegal or restrain the consummation of, or otherwise materially alter, any of the transactions contemplated by the Transaction Documents or (B) cause any of the transactions contemplated by the Transaction Documents to be rescinded, reformed or altered following consummation;

(d) Transaction Documents. (i) The FP Designee must have delivered or caused to be delivered to the Companies and the Principals each document that Section 3.3 requires them to deliver and (ii) each of the Individual Signing Investors must have delivered a duly executed Release of Claims;

(e) Performance Security. The Principals, the Spouses and Dawson, shall have received fully executed first priority mortgages in recordable form, with respect to the real property, and security agreements and other security documents with respect to the personal property (other than the W/C Lender Collateral) located at or relating to the real property and operations of Promise Hospital of Louisiana, Inc. (Bossier City Campus and Shreveport Campus) and Bossier Land Acquisition Corp. and shall have entered into a mutually acceptable intercreditor arrangement with any working capital lender who is granted a lien on the W/C Lender Collateral;

(f) Insurance. Insurance coverage shall be in full force and effect to satisfy the provisions of ARTICLE VI;

(g) Shareholder Loans. The forgiveness of the Shareholder Loans shall be reflected in the Books and Records; and

(h) Corporate Governance. The managers and directors, as applicable, for FP Designee, SCHI and Promise as of the Closing Date (i) shall be reasonably qualified to serve in such positions, and (ii) neither the Receiver nor its designee will hold more than twenty percent (20%) of the seats on the board of managers or board of directors, as applicable, of FP Designee, SCHI or Promise.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Companies. The representations and warranties set out in SCHEDULE 5.1 (the "Company Warranties") are incorporated by reference herein.

5.2 Representations and Warranties of the Principals and Dawson.

(a) The representations and warranties set out in SCHEDULE 5.2(a) (the "Principals' and Dawson's Warranties") and the Disclosure Statement are incorporated by reference herein.

(b) Each Principal, each Spouse and Dawson acknowledges, and will acknowledge at the Closing, that, with respect to any Equity Securities being transferred to or subscribed by, Promise, SCHI or the FP Designee, in connection with the transactions contemplated hereunder, that (i) Promise, or SCHI or FP Designee on behalf of Founding Partners, has given value to such Principal, Spouse or Dawson and (ii) neither any Principal, Spouse nor Dawson has notice of any adverse claim to the Equity Securities.

5.3 Representations and Warranties of the FP Designee. The representations and warranties set out in SCHEDULE 5.3 (the "FP Designee Warranties") are incorporated by reference herein.

ARTICLE VI

INDEMNIFICATION, DUTY TO DEFEND, AND INSURANCE

6.1 General.

(a) From and after the Closing Date, Promise, Success, SCHI, SCI, and FP Designee (collectively referred to as "Indemnitors") shall jointly and severally indemnify and defend any Indemnitee who is or becomes or is threatened to be made a party or witness to any threatened or pending action, suit or proceeding of any kind, whether civil, criminal, administrative, regulatory or investigative (collectively referred to as a "Proceeding"), that relates in whole or in part to any actual or alleged act or omission of the Indemnitee in connection with the Indemnitee's position as a director, officer, partner, shareholder, member, employee or consultant (which shall include cooperation as provided for under the employment agreement and consulting agreements with the Principals, as applicable) or agent of any of the Companies, or by reason of any action alleged to have been taken or omitted in such capacity (a "Company-related Legal Proceeding"), including, without limitation, any ancillary or enforcement proceeding, and in particular including all aspects of each Proceeding listed on Schedule 6.1(a) and any action arising under any of the Transaction Documents. For the avoidance of doubt, the foregoing indemnification and defense obligations include, without limitation, claims for monetary damages against Indemnitee in respect of an alleged breach of fiduciary duties.

(b) The indemnification and duty to defend provided by this ARTICLE VI shall be for all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Company-related Legal Proceeding and any appeal therefrom. Each of Promise and Success shall indemnify and defend the Indemnitees, to the extent the Company-related Legal Proceeding concerns the actions of the Indemnitee in his capacity as an officer or director of that Company, to the fullest extent permitted by the applicable law of the Company's state of incorporation or organization. In addition, FP Designee and Promise, as acquiring parties in the transfer transactions contemplated in this Agreement, shall fully indemnify and defend each Indemnitee, regardless of capacity, in connection with any Company-related Legal Proceeding, in accordance with the provisions of this ARTICLE VI, and shall assume all indemnification obligations of the other Companies as necessary to fulfill the provisions of this ARTICLE VI.

(c) Indemnitee shall have the right to select counsel in all matters covered by this ARTICLE VI in which the Company-related Legal Proceeding involves any of the Founding Partners funds, FPCM, the Receiver, the FP Designee, or any of the Fund Investors, or concerns any of the Transaction Documents (which shall include matters involving cooperation as provided for under the employment agreement and consulting agreements with the Principals, as applicable). In all other instances covered by this Article, the Indemnitors shall have the right to select counsel to defend against any Proceeding for which an Indemnitee is indemnified or defended under this Article.

(d) In the event that the FP Designee or any Subsidiary of the FP Designee or the Receiver brings any Proceeding against any Indemnitee involving claims under any of the Transaction Documents (a "TD Action"), then notwithstanding anything to the contrary set forth in any Transaction Document, the provisions of this Section 6.1(d) shall control. In the event any TD Action is commenced, FP Designee shall have the right, at its option and in addition to any other actions permitted by law or pursuant to any of the Transaction Documents, but subject to Section 6.1(e), to cause Promise to escrow an amount equal to fifty percent (50%) of amounts due such Indemnitee under his/her respective Secured Note, and to deposit any such amount into

escrow with an appropriate financial institution in a reasonable and customary manner for the purpose of providing a fund to re-pay Indemnitors for Expenses paid by Indemnitors on the Indemnitee(s)' behalf in connection with the defense of such TD Action in the event that any such Indemnitee(s) is found liable for such TD Claim. In the event that the Indemnitee(s) prevail in any such TD Action, any funds so deposited into escrow shall promptly thereafter be released to the applicable Indemnitee(s). This provision does not affect in any manner the Indemnitee(s)' other rights to indemnity, costs of defense and all other rights, or the Indemnitors' obligations, under this ARTICLE VI.

(e) Prior to the bringing of any claim for which the FP Designee seeks to exercise its right of escrow pursuant to Section 6.1(d), the FP Designee, or any Subsidiary of the FP Designee, or the Receiver, must first pursue mediation pursuant to this Section. The sole purpose of such mediation is for the mediator(s) to determine whether or not there exists a reasonable basis to bring any such TD Action. In making such determination, the mediator(s) is/are not to determine whether he or she or they believe that the claimant will ultimately be successful on the merits of the claim, but merely that there is a reasonable basis to bring a legal action to resolve such claim. In the event that the mediator(s) determine that there is a reasonable basis to bring the TD Action, then the FP Designee may thereafter exercise its right of escrow under Section 6.1(d). In the event that the mediator(s) determine that there is not a reasonable basis to bring the TD Action, then the FP Designee may not exercise its right of escrow under Section 6.1(d) with respect to such TD Action. However, the determination of the mediator(s) will not in any manner affect the right of FP Designee, or any Subsidiary of the FP Designee, or the Receiver, to bring any TD Action or be used in any way as evidence in any Proceeding to establish liability or lack thereof. Each mediator will be a retired Florida judge or any Florida attorney that is qualified as a mediator or arbitrator under any applicable governing body and who is independent and not affiliated with any party to the dispute. In the event that the FP Designee, or any Subsidiary of FP Designee, or the Receiver, is required to initiate a mediation pursuant to this Section 6.1(e), it shall send a written notice to that effect to the applicable Indemnitees. Within 30 days of the receipt of such notice the parties shall endeavor in good faith to mutually agree upon a single mediator for this purpose. If the parties are unable to mutually agree to a single mediator with such 30-day period, then within 5 days thereafter, each of the FP Designee, on one hand, and the applicable Indemnitee(s), on the other hand, shall select a mediator and send written notice thereof to the other party. The two mediators so specified shall promptly select a third mediator and the mediation will be decided by the majority vote of such three mediators. The mediator(s) so selected shall schedule a mediation meeting in either Miami-Dade, Broward or Palm Beach County, Florida within 10 days after its/their appointment, or such other date as mutually agreed to by the parties in writing, and provide written notice thereof to the applicable parties. Each such party and its attorneys and agents shall have the right to be present at such meeting. At the meeting, the FP Designee, or the Subsidiary of the FP Designee, or the Receiver, shall provide such evidence of the reasonableness of its claims in the subject TD Action as it desires. The rules of evidence shall not apply to such meeting nor will any discovery be allowed by either party; however, the mediator(s) will allow each party to present any evidence or facts and to generally present its views with respect to the matter at hand. Moreover, the parties agree that any evidence or testimony presented at such meeting shall not be admissible in any Proceeding. The mediator(s) shall issue a brief written decision within 10 days after the meeting and provide copies thereof to each applicable party. The costs and expenses of the mediator(s) will be borne solely by the Indemnitors.

6.2 Partial Indemnification.

(a) If Indemnitee is entitled under any provision of this ARTICLE VI to indemnification by the Indemnitors, jointly and severally, for some or a portion of the Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any Proceeding, or in defense of any claim, issue or matter therein, and any appeal therefrom but not, however, for the total amount thereof, the Indemnitors shall nevertheless, jointly and severally indemnify Indemnitee for the portion of such Expenses, judgments, fines and amounts paid in settlement to which Indemnitee is entitled.

(b) An Indemnitee shall not be entitled to indemnification hereunder for any portion of a Judgment or other final adjudication from which no further appeal can be taken if it is established that (i) the Indemnitee acted with actual intent to injure, but provided that this exclusion does not apply to any of the Proceedings listed on Schedule 6.1(a); or (ii) the Indemnitee is guilty of a violation of the criminal law, unless the Indemnitee establishes that it acted without criminal intent; or (iii) the Indemnitee is found liable for any damages arising out of a breach of any representation, warranty or covenant in any of the Transaction Documents.

6.3 Duty to Defend; Notification and Defense of Claim; Settlement.

(a) Indemnitors shall be obligated to provide a defense to each Indemnitee, including the payment of all associated Expenses incurred by or on behalf of Indemnitee in connection with any Company-related Legal Proceeding, jointly and severally, during the course of such Company-related Legal Proceeding, as follows. No Expenses paid hereunder shall be subject to recoupment at any time, except as set forth in Section 6.3(b) hereof.

(i) Indemnitors shall be obligated to provide a defense to each Indemnitee, including the payment of all associated Expenses, in any Company-related Legal Proceeding in which Indemnitee is named as a party, subject to the right of Indemnitee to select counsel in accordance with Section 6.1(c) hereof.

(ii) Indemnitors shall be obligated to provide a defense to each Indemnitee, including the payment of all associated Expenses, in connection with any subpoena or request for testimony or information issued in connection with any Company-related Legal Proceeding in which Indemnitee is not a party, subject to the right of Indemnitee to select counsel in accordance with Section 6.1(c) hereof.

(iii) All Expenses incurred by or on behalf of Indemnitee in defending any portion of any Company-related Legal Proceeding under subsections (i) or (ii) above shall be paid by the Indemnitors, jointly and severally, as they arise, within thirty (30) days after receipt by the Indemnitors of a statement requesting payment(s) from time to time.

(b) Solely in the event that Indemnitee is adjudicated in a final, non-appealable Judgment to be guilty or liable pursuant to any of the exclusions of Section 6.2(b), then any such Indemnitee shall be obligated to repay Indemnitors for all Expenses paid by Indemnitors solely in defense of the matter adjudicated to fall within any of the foregoing exclusions.

(c) Promptly, and in any event within 10 days after receipt by Indemnitee of notice of the commencement of any Proceeding (or any written threat thereof) for which indemnification or defense will be sought, Indemnitee shall notify the Indemnitors of the commencement thereof.

(d) Notwithstanding any other provision herein to the contrary, to the extent that Indemnitee is, by reason of Indemnitee's corporate or consulting status with respect to any of the Companies or any corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise in which Indemnitee is or was serving or has agreed to serve at the request of any of the Companies, a witness or otherwise participates in any Proceeding at a time when Indemnitee is not a party in the Proceeding, the Indemnitors shall jointly and severally indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

(e) No Indemnitor shall, without the prior written consent of an Indemnitee (which consent shall not be unreasonably withheld), settle, compromise or consent to the entry of any Judgment in any pending or threatened Proceeding in respect of which indemnification or defense may be sought hereunder by such Indemnitee, unless such settlement, compromise or consent includes an unconditional release of such Indemnitee from all liability arising out of such Proceeding. No Indemnitee shall, without the prior written consent of an Indemnitor (which consent shall not be unreasonably withheld), settle, compromise or consent to the entry of any Judgment in any pending or threatened Proceeding in respect of which indemnification or defense may be sought hereunder by such Indemnitee.

6.4 Insurance and Subrogation.

(a) Promise and Success must purchase and maintain, for a minimum of six (6) years from the Closing Date, insurance on behalf of any Indemnitee who was or is serving as a director, officer, employee, consultant or agent of Promise, Success or any affiliated entity, against any liability asserted against, and incurred by, Indemnitee or on Indemnitee's behalf in any such capacity, or arising out of Indemnitee's status as such, whether or not Promise or Success would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement. Said insurance shall not operate to relieve or limit the Indemnitors' obligations to indemnify and defend Indemnitees as set forth in Sections 6.1 to 6.3 above. If Promise or Success has such insurance in effect at the time Promise or Success receives from Indemnitee any notice of the commencement of a Company-related Legal Proceeding, such Indemnitor shall give prompt notice of the commencement of such Proceeding to the insurer(s) in accordance with the procedures set forth in the policy(ies). Promise shall thereafter take all necessary or desirable action to cause such insurer(s) to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policy(ies).

(b) In the event of any payment by Promise or Success under this Agreement, Promise or Success shall be subrogated to the extent of such payment to all of the rights or recovery of Indemnitee with respect to any insurance policy, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable Promise or Success to bring suit to enforce such rights in

accordance with the terms of such insurance policy. Promise or Success shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

(c) Neither Promise nor Success shall be liable under this provision to make any payment of amounts otherwise indemnifiable hereunder (including, but not limited to, judgments, fines and amounts paid in settlement or ERISA excise taxes or penalties) if and to the extent that Indemnitee has otherwise actually received such payment under this provision or any insurance policy, contract, agreement or otherwise.

6.5 Certain Definitions. For purposes of this Article only:

(a) The term "Expenses" shall be broadly and reasonably construed and shall include, without limitation, all direct and indirect costs of any type or nature whatsoever including, without limitation, all attorneys' fees and related disbursements, appeal bonds and other out-of-pocket costs, actually and reasonably incurred by Indemnitee in connection with any Company-related Legal Proceeding or with establishing or enforcing a right to indemnification under this Agreement or otherwise.

(b) The term "judgments, fines and amounts paid in settlement" shall be broadly construed and shall include, without limitation, all direct and indirect payments of any type or nature whatsoever, as well as any penalties or excise taxes assessed on a person with respect to an employee benefit plan.

(c) "Promise" and "FP Designee" shall include all successors, except for any successors resulting from a Promise Fundamental Change to which the provisions of Section 6.6 apply.

6.6 Promise Fundamental Change. In the event of a Promise Fundamental Change (in one or more transactions) that is a bona fide transaction on arms' length terms and conditions, approved by Promise's board of directors and resulting in a change of control of Promise in a stock sale, merger or similar transaction whereby Promise or its successor is controlled by Persons who did not control Promise immediately prior to such transaction (the resulting entity, the "Acquirer"), the indemnification obligations under this ARTICLE VI shall be retained by all of the Indemnitors other than the Acquirer as a liability in connection with such transaction, but the Acquirer shall be released as an Indemnitor simultaneous with the closing of such change of control transaction, so long as FP Designee and/or Promise (as applicable, depending on the nature of the Promise Fundamental Change) comply with the provisions of the following sentence. In return, FP Designee and/or Promise shall escrow, or cause to be escrowed, $15,000,000 of the sale(s) proceeds to be available to the Indemnitors to satisfy any continuing indemnification obligations under this ARTICLE VI. Following any such transaction, if FP Designee desires to reduce the escrow amount, the FP Designee shall request in writing to the Principals the release of funds in accordance with the provisions of Section 9.3. If the Principals do not agree with the amount of funds requested to be released from escrow, the parties shall conduct good faith negotiations to attempt to reach agreement on an appropriate amount of the escrowed funds to be released. In the event the parties are unable to reach agreement, either party may request that such dispute be submitted to arbitration for resolution before a single

arbitrator in either Miami-Dade, Broward or Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and Judgment upon the award rendered may be entered in any court having jurisdiction. The decision by any such arbitrator shall be final and binding on the parties. This provision does not affect in any manner the obligations of the Indemnitors under this ARTICLE VI.

ARTICLE VII

COVENANTS

7.1 Operational Covenants of the Companies. Subject to the next sentence, each Company covenants and agrees that, between the date of this Agreement and the Closing, except or as otherwise contemplated by this Agreement, such Company shall conduct its business only in, and such Company shall not take any actions except in the ordinary course of business in the same manner as heretofore conducted and, to the extent consistent therewith, such Company shall use all reasonable efforts to preserve intact its business organization, to keep available the services of the present officers, employees and consultants, to preserve its present relationships with customers, suppliers and other persons with which it has significant business relations, to preserve its properties and assets in a state of repair and condition that materially complies with all applicable Laws and is consistent with the requirements and normal conduct of its business, and to refrain from intentionally or knowingly taking or failing to take any action that could reasonably be expected, individually or in the aggregate, result in any Company or Companies incurring any new liability in excess of One Hundred Thousand Dollars ($100,000) other than those under existing contracts in the ordinary course of business. Any Company may take action outside the ordinary course of business if (y) such Company gives the FP Designee and the Receiver in writing twenty one (21) days' notice (or less if the Chief Executive Officer makes a request for a shortened notice period and reasonably demonstrates that such shortened notice period is necessary) of the proposed action, and no written response is received by such Company from either the FP Designee or the Receiver during the applicable notice period or (z) the FP Designee and the Receiver shall otherwise agree in writing. By way of amplification and not limitation, except as otherwise contemplated by this Agreement, no Company shall, between the date of this Agreement and the Closing, directly or indirectly do, or agree to do, any of the following without the prior written consent of the FP Designee and the Receiver:

(a) amend or otherwise change its Constitutive Documents;

(b) issue, sell, pledge, lease, dispose of, encumber or authorize the issuance, sale, pledge, lease, disposition or encumbrance of, or grant any options for, (i) any Equity Securities of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any Equity Securities of, or any other ownership interest, or (ii) any assets that are material, individually or in the aggregate, to its business, except for encumbrances, dispositions and sales of assets or products in the ordinary course of business;

(c) except for the monthly distributions to the Principals from HLP Properties, Inc. and LH Acquisition, LLC in the aggregate amount of US$90,000, declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect

to any Equity Securities, or extend any loan or advance, other than in the ordinary course of business, to any other Person;

(d) (i) reclassify, combine, split, subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any of its Equity Securities, and (ii) dissolve, liquidate, seek protection under bankruptcy or similar Laws or seek the appointment of a custodian, receiver, liquidator, trustee or similar official;

(e) (i) acquire (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or any share or interest thereof; (ii) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse or otherwise as an accommodation become responsible for, the obligations of any Person, or make any loans, advances or roll-overs, except in the ordinary course of business and after informing the FP Designee and the Receiver of the transaction particulars; (iii) enter into any contract or agreement other than in the ordinary course of business or as otherwise provided or permitted in this Agreement; (iv) authorize any capital expenditures which are, in the aggregate, in excess of the aggregate amounts specified in the capital expenditure budget set forth at Schedule 7.1(e) attached hereto; or (v) enter into or amend any Material Agreement;

(f) increase the compensation payable or to become payable to its officers or employees, or grant any severance or termination pay to (except pursuant to existing agreements or policies), or enter into or amend any employment or severance agreement with, any director, officer or other employee, establish, adopt, enter into or amend any collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, welfare, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any directors, officers or current or former employees, except to the extent required by applicable Law or pay or accrue any bonuses to any of the Principals, Spouses or Dawson;

(g) make any change with respect to its accounting policies or procedures except insofar as may be required by Law and after informing the FP Designee and the Receiver;

(h) make any Tax election or settle or compromise any Tax liability, which involves an amount in excess of US$100,000 except to the extent reserved or provided for in the Financial Statements;

(i) except as set forth on Section 9 of the Company Disclosure Schedule, pay, discharge or satisfy any material Liabilities, other than the payment, discharge or satisfaction in the ordinary course of business of Liabilities reflected or reserved against in the Companies' financial statements or incurred in the ordinary course of business;

(j) sell or in any way transfer or dispose of any Equity Securities of or other equity interests in any of its Subsidiaries;

(k) compromise or settle any Proceeding (i) for an amount in excess of US$100,000 or (ii) which could reasonably be expected to have a Material Adverse Effect;

(l) knowingly or intentionally take any action or fail to take any action that could reasonably be expected to cause any representation or warranty of any Company not to be true and correct on the Closing Date as provided in Section 4.2(a); or

(m) enter into any agreement or commitment to do any of the foregoing.

7.2 Compliance with Laws. From the date of this Agreement through the Closing, each Company shall comply in all material respects with all Laws applicable to each such entity, except as set forth on Section 9 of the Company Disclosure Schedule.

7.3 Access to Information. From the date of this Agreement through the Closing, on two (2) business days' notice each Company shall allow the FP Designee and the Receiver full access during normal business hours to, and furnish it with all documents, records, work papers and information with respect to, all of the properties, assets, personnel, books, contracts, Governmental Authorizations, reports and records relating to the Companies and their Affiliates as the FP Designee or the Receiver may reasonably request in writing in advance.

7.4 Further Assurances; Consents. From the date of this Agreement through the Closing and for a reasonable time period thereafter, each of the Companies, the Principals, the Receiver and FP Designee shall use commercially reasonable efforts (A) promptly to take, or cause to be taken (including actions after the Closing), all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transactions contemplated by this Agreement and the other Transaction Documents and to procure the fulfillment of the conditions precedent set forth herein and therein, (B) as promptly as practicable after the entry by the Parties into this Agreement, or the approval of this Agreement by the District Court, give all notices to, and make all filings with, all Governmental Authorities, and to request all Consents from, and give all other notices to, all other Persons, that are necessary in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement including, without limitation, the Settlement Approval Order, and (C) as promptly as practicable (which may be after the Closing), obtain all Governmental Authorizations, and obtain all Consents from all other Persons, that are necessary in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, which must be in full force and effect, and all applicable waiting periods (and any extensions thereof) under applicable Law must have expired or otherwise been terminated.

7.5 Non-Solicitation. Except as set forth in the next sentence, until the Closing, no Company shall, or cause its directors, officers, stockholders, members, managers, partners, employees, agents, consultants and other advisors and representatives to, directly or indirectly: in each case relating to any business combination or joint venture transaction involving any Company or any other transaction to acquire all or any part of the business, properties or assets of any Company or any Equity Securities of any of them (whether or not outstanding), whether by merger, purchase of assets, purchase of stock, tender offer, lease, license or otherwise, (A) solicit, initiate, encourage, knowingly facilitate, or entertain any inquiry or the making of any proposal or offer; (B) enter into, continue or otherwise participate in any discussions or negotiations; (C) furnish to any Person any non-public information or grant any Person access to its properties, assets, books, contracts, agreements, personnel or records; (D) approve or

recommend, or propose to approve or recommend, or execute or enter into, any letter of intent, agreement in principle, merger agreement, acquisition agreement, option agreement or other contract; or (E) propose, whether publicly or to any director, stockholder, member or manager, or agree to do any of the foregoing for the purpose of encouraging or facilitating any proposal, offer, discussions or negotiations; in any instance other than with the FP Designee in connection with the transactions contemplated by this Agreement. If any Company or any or their respective, directors, officers, stockholders, members, managers, partners, employees, agents, consultants or other advisors and representatives receives, prior to the Closing, any offer, proposal, request, inquiry or other contact (an "Offer"), directly or indirectly, of the type referenced in this Section 7.5, such Company will, prior to substantively responding to any such Offer (i) notify the FP Designee and the Founding Partners Investor Steering Committee (or any of their respective professionals) of the occurrence of the Offer, and such other information related thereto as the Founding Partners Investor Steering Committee may reasonably request, and (ii) only take such action thereto as agreed to by the Parties and the Founding Partners Investor Steering Committee.

7.6 Notices of Certain Events.

(a) The Principals shall promptly notify the other Parties of:

(i) any notice or other communication from any Person alleging or raising the possibility that the transactions contemplated by this Agreement might give rise to any claims or causes of action or other rights by or on behalf of such Person or result in the loss of any rights or privileges of any Principal to any such Person;

(ii) any notice or other communication from any Governmental Body relating to the transactions contemplated by this Agreement;

(iii) any actions, suits, claims, investigations or proceedings commenced or threatened against, relating to or involving or otherwise affecting any Party that relate to the consummation of the transactions contemplated by this Agreement; and

(iv) the occurrence of any fact or circumstance which might make any representation or warranty made hereunder by any Principal false in any material respect or result in the omission or the failure to state a material fact.

(b) The Companies shall promptly notify the other Parties of:

(i) any notice or other communication from any Person alleging or raising the possibility that the transactions contemplated by this Agreement might give rise to any claims or causes of action or other rights by or on behalf of such Person or result in the loss of any rights or privileges of any Company to any such Person;

(ii) any notice or other communication from any Governmental Body relating to the transactions contemplated by this Agreement;

(iii) any actions, suits, claims, investigations or proceedings commenced or threatened against, relating to or involving or otherwise affecting any Party that

relate to the consummation of the transactions contemplated by this Agreement or that could reasonably be expected to have a Material Adverse Effect and

(iv) the occurrence of any fact or circumstance which might make any representation or warranty made hereunder by the Company false in any material respect or result in the omission or the failure to state a material fact.

(c) Except for any public filings made in the Newman v. Sun Capital Litigation, the FP Designee shall promptly notify the other Parties of:

(i) any notice or other communication from any Person alleging or raising the possibility that the transactions contemplated by this Agreement might give rise to any claims or causes of action or other rights by or on behalf of such Person;

(ii) any notice or other communication from any Governmental Body in connection with the transactions contemplated by this Agreement;

(iii) any actions, suits, claims, investigations or proceedings commenced or threatened against, relating to or involving or otherwise affecting any Party that relate to the consummation of the transactions contemplated by this Agreement; and

(iv) the occurrence of any fact or circumstance which might make any representation or warranty made hereunder by the FP Designee false in any material respect or result in the omission or the failure to state a material fact.

(d) Except for any public filings made in the Newman v. Sun Capital Litigation, the Receiver shall promptly notify the other Parties of:

(i) any written notice or other communication from any Person alleging or raising the possibility that the transactions contemplated by this Agreement might give rise to any claims or causes of action or other rights by or on behalf of such Person;

(ii) any written notice or other communication from any Governmental Body relating to the transactions contemplated by this Agreement; and

(iii) any actions, suits, claims, investigations or proceedings commenced or threatened in writing against, relating to or involving or otherwise affecting any Party that relate to the consummation of the transactions contemplated by this Agreement.

7.7 Confidentiality.

(a) Any information (except publicly available or freely usable material lawfully obtained from another source) respecting any Party or its Affiliates will be kept in strict confidence by all other parties to this Agreement and their respective Affiliates, directors, officers, managers, employees, agents, attorneys, accountants, and professional advisors. Except as required by Law, each Party and their respective Affiliates, directors, officers, managers, employees or agents, will not disclose the terms of the transactions contemplated hereunder at any time, currently, or on or after the Closing, regardless of whether the Closing takes place,

except as necessary to their attorneys, accountants, or professional advisors, in which instance such persons and any employees or agents shall be advised of the confidential nature of the terms of the transaction and shall themselves be required by the applicable party to keep such information confidential, and except to the District Court and the Fund Investors and their agents and representatives. Except as required by Law, each Party shall retain all information obtained from the other Parties and their attorneys on a confidential basis except as necessary to disclose to their respective attorneys, accountants and professional advisors, in which instance such persons and any employees or agents of such party shall be advised of the confidential nature of the terms of the transaction and shall themselves be required by such party to keep such information confidential. Notwithstanding the foregoing, the terms and conditions of all Confidentiality Agreements entered into with Proskauer Rose LLP or Patton Boggs LLP shall continue in full force and effect and are incorporated herein by reference.

(b) The foregoing provision shall not be applied to prevent any Party from cooperating with any criminal law enforcement authorities.

(c) The Parties shall be permitted to disclose this Agreement and the other Transaction Documents in an action to enforce the Transaction Documents, provided that notice is given to the other Parties as soon as practical of such disclosure.

(d) The obligations under this section shall survive termination of this Agreement.

ARTICLE VIII

TERMINATION

8.1 Termination.

(a) This Agreement shall immediately terminate and be of no further force or effect upon the mutual written agreement of the Parties that it be terminated.

(b) Prior to the Closing Date, FP Designee or the Companies may by written notice given to all other Parties terminate this Agreement if any fact, matter or event (whether existing or occurring on or before the date of this Agreement or arising or occurring afterwards) comes to the notice of FP Designee or the Companies which:

(i) constitutes a material breach by one or more of the other Parties to this Agreement which breach, if capable of being remedied, is not remedied within thirty (30) days from the date the other Party(s) is/are notified by the FP Designee or the Companies of such breach; or

(ii) constitutes the issuance by any court or tribunal of competent jurisdiction of a final non-appealable Judgment or the taking by any court or tribunal of any other nonappealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement or any other Transaction Document, including the District Court's disapproval of the transactions contemplated by this Agreement without an opportunity for rehearing.

(c) Any Party may terminate this Agreement if the Closing has not occurred prior to March 31, 2012.

(d) Upon the termination of this Agreement solely as provided for in this section, the other Transaction Documents, if any, shall also automatically terminate. All rights and obligations of the Parties hereunder shall cease to have effect except that:

(i) the provisions which are expressed to survive the termination of this Agreement shall survive; and

(ii) the provisions of Section 9.1 of this Agreement which require the Companies to pay the reasonable out-of-pocket expenses incurred by each Party in connection with the transactions contemplated by this Agreement, shall remain in full force and effect and be enforceable by the Parties.

(e) If, notwithstanding the occurrence of any fact, matter or event which would otherwise give rise to a right to terminate this Agreement under this ARTICLE VIII, a Party does not exercise such termination right, the fact that such Party has not exercised such termination right shall not constitute a waiver of any right or entitlement of such Party to make any claim under this Agreement or any other Transaction Document prior to the Closing Date.

ARTICLE IX

MISCELLANEOUS

9.1 Expenses. The Companies shall pay the reasonable out-of-pocket expenses of each Party (and, for purposes of FP Designee, the expenses incurred by the Founding Partners Investor Steering Committee) incurred by such Party in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement (and for purposes of the Receiver and his professionals, such reasonable expenses relating to the *Newman v. Sun Capital* Litigation as are approved by the District Court upon application by the Receiver, but not to include any amounts already paid), provided, that only the reasonable fees and expenses of Broad and Cassel; Berkowitz, Dick Pollack & Brant; Huron Consulting Group; Receiver's New York counsel; Proskauer Rose LLP; Cain Brothers & Company, LLC; Patton Boggs LLP; Specialty Finance Partners LP; Nightingale; and MTS Health Partners, L.P.; shall be paid prior to Closing (on a weekly basis upon the Companies' receipt of an invoice for services rendered and expenses incurred in each case). The obligation of the Companies to pay each Party's reasonable out-of-pocket expenses shall survive termination of this Agreement.

9.2 Original Stockholders Agreement. Each of Promise, the Principals, the Spouses and Dawson agree to the amendment of the Stockholders Agreement dated as of August 25, 2003 (the "Original Stockholders Agreement"), among Promise and each of the Principals and Spouses and Dawson and hereby (i) waives compliance with the terms of Section 6(i) *No Dilution of Percentage Ownership; Loans to and from the Corporation* of the Original Stockholders Agreement, and (ii) consents to the transactions contemplated by this Agreement and by the other Transaction Documents.

9.3 Notices. All notices, consents and other communications under this Agreement must be in writing and will be deemed given (i) when delivered personally, (ii) on the third business day after being mailed by certified mail, return receipt requested, (iii) upon receipt of written confirmation if sent by facsimile or (iv) the next business day after delivery to a recognized overnight courier, to the Parties at the following addresses (or to such other address as such Party may have specified by notice given to the other Parties pursuant to this provision):

If to any Company:
999 Yamato Road, 3rd Floor
Boca Raton, FL 33431
Attention: Peter R. Baronoff
Facsimile: (561) 826-0171

with copies to:
Proskauer Rose LLP
11 Times Square
New York, NY 10036
Attention: Vincenzo Paparo, Esq.
Facsimile: (212) 969-2900

if to Baronoff or Mrs. Baronoff:

[ ]

Facsimile: [ ]

with copies to:

Proskauer Rose LLP
11 Times Square
New York, NY 10036

Attention: Vincenzo Paparo, Esq.
Facsimile: (212) 969-2900

If to Koslow or Mrs. Koslow:

[ ]

Facsimile: [ ]

with copies to:

Proskauer Rose LLP
11 Times Square
New York, NY 10036

Attention: Vincenzo Paparo, Esq.
Facsimile: (212) 969-2900

if to Leder or Mrs. Leder:

[ ]

Facsimile: [ ]

with copies to:

Proskauer Rose LLP
11 Times Square
New York, NY 10036

Attention: Vincenzo Paparo, Esq.
Facsimile: (212) 969-2900

If to the FP Designee:

[ ]

Attention: [ ]
Facsimile: [ ]

with copies to:

Patton Boggs, LLP
2000 McKinney Avenue, Suite 1700
Dallas, TX 75201
Attention: James C. Chadwick, Esq.
Facsimile: (214) 758-1550

and

Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33134
Attention: David J. Powers, P.A.
Facsimile: (561) 483-7321

If to the Receiver:

One Biscayne Tower
2 South Biscayne Blvd.
21st Floor
Miami, FL 33131

Facsimile: (305) 373-9443

with copies to:

Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33134

Attention: David J. Powers, P.A.
Facsimile: (561) 483-7321

9.4 Waiver. The failure by any Party to enforce any term or provision of this Agreement shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver by any Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

9.5 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by each Party hereto.

9.6 Entire Agreement. This Agreement and the other Transaction Documents supersede all previous oral and written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties as to the subject matter hereof and thereof.

9.7 Assignment. This Agreement and any other Transaction Document shall not be assignable in whole or in part by any Party without the prior written consent of the other Parties.

9.8 Governing Law; Venue. The validity, interpretation and performance of this Agreement and (unless expressly provided otherwise in the relevant Transaction Document) each other Transaction Document shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws rule or principle that might require the application of the laws of another jurisdiction. Any action or proceeding arising out of or relating to this Agreement and each other Transaction Document (unless expressly provided otherwise in the relevant Transaction Document) shall be brought only in (a) the United States District Court, Middle District of Florida, Fort Myers Division, if said Court expressly retains jurisdiction over all matters relating to the enforcement of the Transaction Documents in the Settlement Approval Order, as shall be requested by the Parties, or (b) if that Court does not expressly retain such jurisdiction, then in a state or federal court situated in New York County, New York.

9.9 Construction of Agreement. The provisions of this Agreement shall be liberally construed to effectuate the intended settlement of the disputes and the release of all related claims. Section headings have been inserted for convenience only and shall not be given undue consideration in resolving questions of construction or interpretation. For purposes of determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, term or provision of this Agreement, each Party shall be deemed to have had equal bargaining strength in the negotiation of this Agreement and equal control over the preparation of this document, such that neither the Agreement nor any uncertainty or ambiguity herein shall be arbitrarily construed or resolved against any Party under any rule of construction.

9.10 Severability. In the event that any term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the term or provision shall be severed, and the remainder of this Agreement shall remain valid and enforceable.

9.11 Cumulative Rights. Except as provided otherwise in this Agreement, the rights and remedies of a Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

9.12 Damages. Each of the Parties shall be entitled to pursue claims for damages from another Party if any of the provisions of this Agreement or any other Transaction Document are not performed in accordance with their specific terms or are otherwise breached.

9.13 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably if any of the provisions of this Agreement or the

Stockholders Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party(ies) shall be entitled, without the necessity of pleading or proving irreparable harm or lack of an adequate remedy at law or posting any bond or other security, to an injunction or injunctions to prevent breaches of the provisions of this Agreement or the Stockholders Agreement and to enforce specifically this Agreement or the Stockholders Agreement and the terms and provisions hereof.

9.14 Prevailing Parties. With regard to any action or other proceeding filed or brought by any Party against another Party in connection with this Agreement or any other Transaction Document, the Prevailing Party (defined below) shall be entitled to recover from such other Party all of its reasonable costs and expenses incurred in connection with such dispute, including expenses, court costs, witness fees and legal and accounting fees. The term "Prevailing Party" means that Party whose position is upheld in a final non-appealable Judgment rendered in such proceeding. This provision is in addition to, and not in limitation of ARTICLE VI.

9.15 Setoff. In addition to any other rights or remedies, if the FP Designee, directly or indirectly, incurs losses or damages (including reasonable costs and expenses) as a result of any breach by a Principal of a representation, warranty or covenant in this Agreement or any of the Transaction Documents as adjudicated in a final non-appealable Judgment (a "Principal's Obligation"), then the FP Designee shall be permitted to set off or cause any Subsidiary of the FP Designee to set off the Principal's Obligation against any amounts owing by the FP Designee or any Subsidiary of the FP Designee to or on behalf of such Principal.

9.16 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which is an original, and all of which together constitute one and the same agreement. Any signatures delivered by a Party by facsimile or electronic mail transmission shall be deemed an original signature hereto.

9.17 Survival; Covenant Not to Sue. The covenants and agreements contained in this Agreement (other than covenants and agreements to be performed after the Closing, including Sections 7.4 and 7.7 and ARTICLE VI and ARTICLE IX hereof) shall expire on the Closing Date. The representations and warranties contained in this Agreement shall survive the Closing and continue in full force and effect until the earlier of (a) the expiration of the eighteen (18) month period immediately following the Closing Date and (b) a Promise Fundamental Change. Immediately following the last day of such survival period (the "Survival End Date"), such representations and warranties shall expire automatically, and each Party covenants not to sue after the Survival End Date on such representations and warranties, except that the representations and warranties contained in Section 1 (*Organization*), Section 2 (*Capitalization; Subsidiaries*), and Section 3 (*Authority*) of SCHEDULE 5.1 (*Company Warranties*); Section 1 (*Legal Capacity to Contract and Perform*) and Section 5 (*Title to Securities*) of SCHEDULE 5.2(a) (*Principals' and Dawson's Warranties*); and Section 1 (*Legal Capacity to Contract and Perform*) of SCHEDULE 5.3 (*FP Designee Warranties*) shall survive in perpetuity with respect only to the matters addressed therein.

9.18 Receiver's Execution. The Receiver's execution of this Agreement as the receiver of Founding Partners and FPCM and such entities' agreement to be bound by the provisions hereof is conditioned upon the receipt of the Settlement Approval Order; provided,

however, that such Parties shall be bound by the provisions of Sections 7.4, 7.6, 7.7, 8.1 and ARTICLE IX of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

AFFILIATED COMPANIES:

SUN CAPITAL HEALTHCARE, INC.

By:_____
Name: _____
Title: _____

SUN CAPITAL, INC.

By:_____
Name: _____
Title: _____

SUCCESS HEALTHCARE, LLC

By:_____
Name: _____
Title: _____

PROMISE HEALTHCARE, INC.

By:_____
Name: _____
Title: _____

AFFILIATED COMPANIES SET FORTH ON ANNEX I

By:_____
Name: _____
Title: _____

PRINCIPALS:

_____
Peter R. Baronoff

_____
Howard B. Koslow

_____
Lawrence Leder

SPOUSES:

_____
Malinda Baronoff

_____
Jane Koslow

_____
Carole Leder

DAWSON:

_____
Mark Dawson

FP DESIGNEE:

FOUNDING PARTNERS DESIGNEE, LLC

By: _____
Name: _____
Title: _____

RECEIVER:

_____

Daniel S. Newman, Esq.

SCHEDULE 1

Definitions and Interpretation

1. Definitions.

For the purposes of this Agreement:

"Accounts Receivable" shall have the meaning ascribed to it in Section 7(b) of the Company Warranties.

"Acquirer" shall have the meaning ascribed to it in Section 6.6 of this Agreement.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. In addition to the foregoing, if the specified Person is an individual, the term "Affiliate" also includes (a) the individual's spouse, (b) the members of the immediate family (including parents, siblings and children) of the individual or of the individual's spouse and (c) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Affiliated Company" or "Affiliated Companies" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Agreement" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Assignment Agreement" shall have the meaning ascribed to it in Section 2.1(b)(ii) of this Agreement.

"Baronoff" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Baronoff Consulting Agreement" shall have the meaning ascribed to it in Section 2.1(i) of this Agreement.

"Baronoff Employment Agreement" shall have the meaning ascribed to it in Section 2.1(i) of this Agreement.

"Books and Records" shall have the meaning ascribed to it in Section 8 of the Company Warranties.

"Closing" shall have the meaning ascribed to it in Section 3.1 of this Agreement.

"Closing Date" shall have the meaning ascribed to it in Section 3.1 of this Agreement.

"Company" or "Companies" shall mean the Affiliated Company or the Affiliated Companies, *but excluding* Trieste Land Ventures, LLC and F.G.C. Courtyard, Inc.

"Company Disclosure Schedule" refers to the disclosure schedule attached to the Company Warranties, which are incorporated by reference herein.

"Company-related Legal Proceeding shall have the meaning ascribed to it in Section 6.1(a).

"Company Warranties" shall have the meaning ascribed to it in Section 5.1 of this Agreement.

"Consenting Fund Investors" shall have the meaning ascribed to it in Section 4.1(e).

"Consent" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Consents" means notice, consent, approval or waiver under, any permit, license, contract or other agreement with an unaffiliated party to which any Company is a party or by which any Company or any of its assets are bound.

"Constitutive Documents" means, in reference to any Company, its Certificate of Incorporation, Certificate of Formation, bylaws, partnership agreement, limited liability company agreement or other document of similar import, as the same may be amended from time to time.

"Disclosure Statement" shall have the meaning ascribed to it in Section 2.1(n) of this Agreement.

"District Court" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Equity Securities" means shares of capital stock of any class or series or similar security, or any securities convertible into or exercisable for such securities, or any warrant, option or right to acquire such securities.

"Financial Statements" shall have the meaning ascribed to it in Section 7(a) of the Company Warranties.

"Founding Partners" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Founding Partners Investor Steering Committee" means that certain ad hoc group of Individual Signing Investors.

"FPCM" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"FP Designee" shall have the meaning ascribed to it in the PREAMBLE of this Agreement.

"FP Designee Equity Transfer Agreement" shall have the meaning ascribed to it in Section 2.1(g).

"FP Designee Warranties" shall have the meaning ascribed to it in Section 5.3 of this Agreement.

"Fund Investors" shall have the meaning ascribed to it in the RECITALS to this Agreement.

"GAAP" means the generally accepted accounting principles in the United States of America as in effect from time to time.

"Global" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Governmental Authorizations" means any consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any Governmental Body.

"Governmental Body" means any United States federal, state, local, or non-U.S. governmental or quasi-governmental agency, authority, court, tribunal, commission, board or other body.

"Hybrid-Value" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Indemnitors" shall have the meaning ascribed to it in Section 6.1.

"Indemnitee" shall mean each of Baronoff, Koslow, Leder, Mrs. Baronoff, Mrs. Koslow, Mrs. Leder and Dawson.

"Individual Signing Investors" means SSR Capital Partners LP, Rhino Holdings, Inc., Edge Capital Investments Ltd., Bermuda Commercial Bank Limited and Convergent Wealth Advisors.

"Intellectual Property" means any and all of the following: (i) U.S., international and foreign patents, patent applications and statutory invention registrations; (ii) trademarks, licenses, inventions, service marks, trade names, trade dress, slogans, logos and Internet domain names, including registrations and applications for registration thereof; (iii) copyrights, including registrations and applications for registration thereof, and copyrightable materials; (iv) trade secrets, know-how and similar confidential and proprietary information; (v) u.r.l.s; and (vi) any other type of Intellectual Property right, and all embodiments and fixations thereof and related documentation, registrations and franchises and all additions, improvements and accessions thereto, whether registered or unregistered or domestic or foreign.

"Interim Balance Sheet" shall have the meaning ascribed to it in Section 7(a) of the Company Warranties.

"Judgment" means any final order, injunction, judgment, decree, ruling, assessment or arbitration award of any court, tribunal or arbitrator.

"Koslow" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Koslow Consulting Agreement" shall have the meaning ascribed to it in Section 2.1(j) of this Agreement.

"Law" means law, statute, treaty, rule, regulation, ordinance, decree, order, code, binding case law or principle of common law of any Governmental Body.

"Leder" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Leder Consulting Agreement" shall have the meaning ascribed to it in Section 2.1(k) of this Agreement.

"Lien" means any lien, encumbrance, charge, claim, equitable interest, option, pledge, hypothecation, security interest, mortgage, right of way, easement, encroachment, burden, title defect, adverse claim, community property interest, servitude, preemptive right, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any Equity Security), transfer, receipt of income, or exercise of any other attribute of ownership.

"Liability" or "Liabilities" shall have the meaning ascribed to it in Section 9 of the Company Warranties.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse effect on (a) the business, assets, liabilities, properties, financial condition, operating results, or operations of the Companies or (b) the ability of the Companies to perform its obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement.

"Material Agreements" means the agreements (including all amendments thereto) to which each Company is a party or a beneficiary or by which such Company or any of its material assets is bound and that is either not terminable upon notice of 30 calendar days or less without incurring any penalty or other Liability other than payment accrued prior to termination or involves aggregate payments by such Company in excess of $100,000 (collectively, the "Material Agreements"), including without limitation the following agreements: (i) agreements pursuant to which such Company sells or distributes any products or performs any services; (ii) real estate leases (which leases for the avoidance of doubt exclude leases for offsite storage locations or administrative offices); (iii) agreements evidencing, securing or otherwise relating to any indebtedness for borrowed money secured by real property mortgages for which such Company is liable; (iv) capital or operating leases or conditional sales agreements relating to vehicles, equipment or other assets that has been capitalized in accordance with the Companies' capitalization policy; (v) agreements pursuant to which such Company is entitled or obligated to acquire any assets from a third party; (vi) non-employee benefit related insurance policies; (vii) employment, consulting, non-competition, separation, confidentiality and Intellectual Property related agreements; and (viii) indemnification agreements with or for the benefit of any shareholder, director, officer, member, manager or employee of such Company.

"Mrs. Baronoff" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Mrs. Koslow" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Mrs. Leder" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Mutual Releases" shall have the meaning ascribed to it in Section 2.1(m) of this Agreement.

"*Newman v. Sun Capital* Litigation" shall have the meaning ascribed to it in RECITALS of this Agreement.

"Other Parties" shall have the meaning ascribed to it in Section 8.1(b) of this Agreement.

"Original Stockholders Agreement" shall have the meaning ascribed to it in Section 9.2 of this Agreement.

"Party," and together the "Parties," shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Performance Security" shall have the meaning ascribed to it in Section 2.1(o)(i) of this Agreement.

"Person" means an individual or an entity, including a corporation, limited liability company, partnership, trust, unincorporated organization, association or other business or investment entity.

"Personal Guarantees" means the following personal guarantees of the Principals for any obligations of the Companies to third parties: (i) Guaranty of Lease dated as of November 14, 2008 by the Principals in favor of AFG Investment 5, LLC, pursuant to which the Principals, jointly and severally, guarantee the obligations of Success Healthcare 1, LLC owing pursuant to that certain Amended and Restated Master Lease Agreement with respect to that certain real property located at 7500 East Hellman Avenue, Rosemead, California, up to an aggregate amount not to exceed $1,000,000; and (ii) Limited Guaranty dated September 19, 2008 by the Principals in favor of Concordia Bank & Trust, Co., pursuant to which the Principals, jointly and severally, guarantee the obligations of Vidalia Real Estate Partners LLC owing to Concordia Bank & Trust, Co., pursuant to financings thereby, up to a maximum amount not to exceed $780,000.

"Principal" or "Principals" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Principals' and Dawson's Disclosure Schedule" refers to the disclosure schedule attached to the Principals' and Dawson's Warranties, which are incorporated by reference herein.

"Principals' and Dawson's Warranties" shall have the meaning ascribed to it in Section 5.2(a) of this Agreement.

"Principals' Obligations" shall have the meaning ascribed to it in Section 9.15.

"Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Promise" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Promise Amended and Restated Articles of Incorporation" shall have the meaning ascribed to it in Section 2.1(f) to this Agreement.

"Promise Equity Transfer Agreement" shall have the meaning ascribed to it in Section 2.1(a) to this Agreement.

"Promise Fundamental Change" means a sale, lease, exchange, transfer or other disposition of all or substantially all of the assets or capital stock of Promise (*including* a sale of all or substantially all of the assets of the subsidiaries of Promise *but excluding* any sale and leaseback of real property or any entry into a senior secured revolving line of credit) or a merger or consolidation of Promise with or into another Person.

"Promise Subscription Agreement" shall have the meaning ascribed to it in Section 2.1(c) to this Agreement.

"Promise Subsidiary Guarantors" shall have the meaning ascribed to it in Section 2.1(d) to this Agreement.

"Receiver" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Release of Claims" shall have the meaning ascribed to it in Section 2.1(m) to this Agreement.

"SCHI" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"SCI" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Secured Notes" shall have the meaning ascribed to it in Section 2.1(l) to this Agreement.

"Senior Loan and Security Agreement" shall have the meaning ascribed to it in Section 2.1(d) to this Agreement.

"Settlement Approval Order" means an order entered by the District Court, in form and substance mutually acceptable to the Parties, containing findings of fact and conclusions of law mutually acceptable to the Parties (including without limitation under Section 3(a)(10) of the Securities Act of 1933, as amended) and providing for the following relief at a minimum: (i)

approving the transactions contemplated by this Agreement and the other Transaction Documents, (ii) permitting the Receiver to close the transactions contemplated thereby, (iii) ordering the dismissal with prejudice of all claims and counterclaims in the *Newman v. Sun Capital* Litigation simultaneous with such Closing, (iv) requiring the Receiver to exclude any Fund Investors that do not execute and deliver a Release of Claims by the Closing Date from participating in any respect in any assets to be acquired by the FP Designee pursuant to this Agreement, (v) within some time period(s) to be specified by the District Court: (A) ordering the Receiver to deliver to Proskauer Rose LLP, to be shared with the Companies and the Principals, a current list of all Fund Investors with name and outstanding amount(s) in Stable-Value and each of the other funds comprising Founding Partners based upon the current books and records of Founding Partners available to the Receiver (subject to all such recipients entering into a confidentiality agreement relating thereto that is mutually acceptable to all such recipients and the Receiver) and (B) ordering that the Parties execute and deliver this Agreement, and (vi) ordering that the District Court retain jurisdiction over all matters relating to the enforcement of the applicable Transaction Documents.

"Shareholder Loans" shall have the meaning ascribed to it in Section 2.1(p) to this Agreement.

"Spouse" or "Spouses" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Stable –Value" "shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Stable –Value II" "shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Stock Transfer Agreement" shall have the meaning ascribed to it in Section 2.1(b)(i) to this Agreement.

"Stockholders' Agreement" shall have the meaning ascribed to it in Section 2.1(h) of this Agreement.

"Subordinated Note" shall have the meaning ascribed to it in Section 2.1(e) to this Agreement.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries) owns, directly or indirectly, more than 50% of the stock or other equity interests, the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

"Success" shall have the meaning ascribed to it in the PREAMBLE to this Agreement.

"Tax" or "Taxes" means any and all taxes, charges, fees, levies, assessments, duties or other amounts payable to any federal, state, local or foreign taxing authority or agency,

including, without limitation: (i) income, franchise, profits, gross receipts, minimum, alternative minimum, ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, disability, employment, social security, workers compensation, unemployment compensation, utility, severance, excise, stamp, windfall profits, transfer and gains taxes, (ii) customs, duties, imposts, charges, levies or other similar assessments of any kind, and (iii) interest, penalties and additions to tax imposed with respect thereto.

"TD Action" shall have the meaning ascribed to it in Section 6.1(d).

"Transaction Documents" means this Agreement, the Consent, the Equity Transfer Agreements, the Stock Transfer Agreement, the Assignment Agreement, the Promise Subscription Agreement, the Senior Loan and Security Agreement, the Subordinated Note, the Promise Amended and Restated Articles of Incorporation, the Stockholders' Agreement, the Baronoff Employment Agreement, the Koslow Consulting Agreement, the Leder Consulting Agreement, the Mutual Releases, the Disclosure Statement, the Secured Notes and any other documents, instruments and agreements executed in connection with this Agreement and the transactions contemplated hereunder.

"W/C Lender" shall have the meaning ascribed to it in Section 4.1(i)(i).

"W/C Lender Collateral" shall have the meaning ascribed to it in Section 2.1(o)(i).

2. Statutory References

References to a statute or statutory provision include:

(a) that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement; and

(b) any subordinate legislation or implementing regulation made from time to time under that statute or statutory provision.

3. Recitals, Schedules, etc.

References to any Transaction Document shall include any recitals and schedules and references to Recitals, Schedules, Articles, Sections and similar terms, unless the context requires otherwise, are to recitals, articles and sections of, and schedules to, such Transaction Document.

4. Information

References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

5. Contracts

References to any contract, document, public or private license, permit, registration, certificate, consent, approval or authorization shall include that contract, document, public or private

license, permit, registration, certificate, consent, approval or authorization as amended, novated, supplemented, varied or replaced from time to time.

6. Meaning of references

Except where specifically required or indicated otherwise:

(a) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;

(b) references to a person or Person shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

(c) references to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

(d) no provision of this Agreement or any other Transaction Document will be construed adversely to a party solely on the ground that Party and its Affiliates were responsible for the preparation of such agreement or that provision;

(e) references to "Dollars" or "$" are to United States Dollars; and

(f) Headings, Article, Section and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction.

7. Awareness; Limitation of Liability

Unless it is expressly provided for where any statement qualified by "knowledge" of a Person or any similar expression, if such Person is a natural person, it shall mean to the actual knowledge of such person and, if such Person is an entity, it shall mean to the actual or constructive knowledge of the officers, directors, managers, or senior manager or executive, as the case may be, of such entity provided, that any such officer, director, manager, or senior manager or executive, as the case may be, is acting solely in such respective capacity and not in any individual capacity.

SCHEDULE 5.1

Company Warranties

The Companies hereby jointly and severally represent and warrant to the FP Designee as follows:

1. Organization. Each Company is duly organized, validly existing and in good standing under the Laws of its jurisdiction and has full power to own its properties and to conduct its business as presently conducted. Each Company is duly authorized, qualified or licensed to do business and is in good standing in all jurisdictions in which its business or operations as presently conducted make such qualification necessary. No Company is required to be qualified to do business in any jurisdiction where the failure to be qualified would reasonably be expected to have a Material Adverse Effect.

2. Capitalization; Subsidiaries.

(a) Section 2(a) of the Company Disclosure Schedule contains an organizational chart of the Companies identifying each Company, all issued and outstanding Equity Securities of such Company and the holders of its Equity Securities. Except as set forth on Section 2(a) of the Company Disclosure Schedule, no Company is a party to any agreement relating to the proposed formation of any joint venture, association or other Person.

(b) Except as set forth in Section 2(b) of the Company Disclosure Schedule: (i) there are no other securities, options, warrants, calls, rights, commitments or agreements of any character (including, without limitation, under any employment, consulting, severance or similar agreement) to which any Company is a party or by which it is bound obligating such Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Equity Securities of such Company or obligating such Company to grant, extend, accelerate the vesting of, change the price of, or otherwise amend or enter into any such security, option, warrant, call, right, commitment or agreement, (ii) there are no Equity Securities of any Company reserved for issuance and (iii) there are no Equity Securities of any Company held in treasury.

(c) All outstanding Equity Securities of each Company are duly authorized, validly issued, fully paid and non-assessable and are not subject to preemptive rights, conversion price adjustment rights or rights of first refusal created by applicable Law, the Constitutive Documents or any agreement to which the Company is a party or by which it is bound. The Equity Securities of each Company held by such Company's Equity Security holders are not subject to conversion price adjustment rights or rights of first refusal created by applicable Law or any agreement to which such shareholders are a party or by which they are bound. Except for the liens in favor of Stable-Value, as applicable, and as set forth in Section 2(c) of the Company Disclosure Schedule, all outstanding Equity Securities of each Company owned by another Company, the Principals, Spouses and Dawson are free of any Liens. All Equity Securities of each Company were issued in compliance in all material respects with all applicable federal and state securities Laws. There are no contracts, commitments or agreements relating to voting, purchase or sale of any Equity Securities of any Company between or among such Company and

any Equity Security holder of such Company, except as may be contained in the Transaction Documents. There are no contracts, commitments or agreements relating to voting, purchase or sale of any Equity Securities of any Company between or among any Equity Security holders of such Company, except as may be contained in the Transaction Documents.

(d) True and complete copies of all agreements and instruments relating to or issued under any Company option plan or otherwise relating to the issuance of options or securities convertible into Equity Securities of any Company have been provided or made available to the FP Designee and such agreements and instruments have not thereafter been amended, modified or supplemented and there are no agreements to amend, modify or supplement such agreements or instruments in any case from the forms of agreements or instruments provided to the FP Designee.

3. Authority. Each Company has all requisite corporate power and authority to execute, deliver and perform this Agreement and the Transaction Documents to which such Company is a party. The execution, delivery and performance by each Company of this Agreement and the Transaction Documents to which such Company is a party have been duly authorized by all necessary corporate action on the part of such Company, including requisite approval of the board of directors, shareholders, members, managers, partners, as applicable, of such Company. This Agreement and the Transaction Documents to which the Company is a party have been duly executed and delivered by the Company. This Agreement and the Transaction Documents to which each Company is a party constitute the legal, valid and binding agreements of such Company, enforceable against such Company in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar Laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

4. Constitutive Documents. Each Company has delivered to the FP Designee true, correct and complete copies of such Company's Constitutive Documents and any minute books, stock transfer records and other organizational agreements, documents and records of such Company, as the case may be. All such documents and agreements include, if available, complete and accurate minutes or consents reflecting all material actions taken by the board of directors or managers (including any committees) or similar governing body and shareholders or members of such Company, as applicable.

5. No Violation. Neither the execution or delivery by any Company of this Agreement or the Transaction Documents to which such Company is a party, nor the consummation of the transactions contemplated hereby or thereby, will conflict with or result in the breach of any material term or provision of, require consent or violate or constitute a material default under (or an event that with notice or the lapse of time or both would constitute a breach or default), or result in the creation of any Lien on any Equity Securities of such Company or the assets of such Company pursuant to, or relieve any third party of any obligation to such Company or give any third party the right to terminate or accelerate any obligation under, any provision of any Constitutive Document, contract, agreement, Permit or Law to which such Company is a party or by which any asset of such Company is in any way bound or obligated.

6. Governmental Authorizations and Consents. Except as set forth on Section 6 of the Company Disclosure Schedule, no Governmental Authorization or Consent is required on the part of any Company in connection with the transactions contemplated by this Agreement or the Transaction Documents to which such Company is a party.

7. Financial Statements.

(a) True and complete copies of the following financial statements have been delivered to the FP Designee: (i) the unaudited balance sheets of the Companies described therein as of the most recent month that has ended more than twenty days prior to the date of this Agreement (collectively, the "Interim Balance Sheet") and the related unaudited statements of operations of the Companies described therein for the months from January 1, 2011 through the date of the Interim Balance Sheet (subject to 2010 year-end audit adjustments); (ii) the audited balance sheets of Success as of each of December 31, 2008, December 31, 2009 and December 31, 2010, and the related audited statements of operations for each of the years then ended; (iii) the audited balance sheets of Promise as of each of June 30, 2007, June 30, 2008, June 30, 2009, December 31, 2009 and December 31, 2010, and the related audited statements of operations for each of the periods then ended; and (iv) the unaudited balance sheets of each of the Companies not included in the financial statements provided pursuant to clause (ii) or (iii) hereof as of each of December 31, 2008, December 31, 2009 and December 31, 2010, and the related unaudited statements of operations for each of the years then ended (all of the foregoing, collectively, the "Financial Statements"). The Financial Statements present fairly in all material respects the financial condition of the Companies at the dates specified and the results of its operations for the periods specified and, except for SCHI and SCI, have been prepared in accordance with GAAP, consistently applied but for the footnotes and 2010 year-end audit adjustments. The Financial Statements have been prepared from the Books and Records of the Companies, which accurately and fairly reflect the transactions of, acquisitions and dispositions of assets by, and incurrence of Liabilities by the Companies.

(b) Section 7(b) of the Company Disclosure Schedule hereto sets forth as of the date of the Interim Balance Sheet, all accounts, notes and other receivables, whether or not accrued, and whether or not billed, of each Company, in accordance with GAAP except for SCHI and SCI (the "Accounts Receivable"). Except as set forth on Section 7(b) of the Company Disclosure Schedule, all Accounts Receivable arose in the ordinary course of business and represent valid obligations of customers of such Company arising from bona fide transactions entered into in the ordinary course of business.

8. Books and Records.

(a) The books and records, ledgers, employee records, customer lists, files, correspondence, and other records of every kind (whether written, electronic or otherwise embodied) owned or used by each Company or in which such Company's assets, business or transactions are otherwise reflected (the "Books and Records") accurately and fairly, in reasonable detail, reflect such Company's transactions, acquisitions and dispositions of assets and incurrence of Liabilities. Each Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that:

(i) transactions are executed in accordance with management's authorization;

(ii) access to assets is permitted only in accordance with management's authorization; and

(iii) recorded assets are compared with existing assets at reasonable intervals, and appropriate action is taken with respect to any differences.

(b) [Intentionally Omitted].

(c) Section 8(c) to the Company Disclosure Schedule is a complete and correct list of all savings, checking, brokerage or other accounts of each Company pursuant to which such Company has cash or securities on deposit and such list indicates the signatories on each account.

9. Absence of Undisclosed Liabilities. To the Companies' knowledge, no Company has any direct or indirect debts, obligations or liabilities of any nature, whether absolute, accrued, contingent, liquidated or otherwise, and whether due or to become due, asserted or unasserted (collectively, "Liabilities") except for: (i) Liabilities reflected in the Interim Balance Sheet; (ii) current Liabilities incurred in the ordinary course of business and consistent with past practice after the Interim Balance Sheet date; (iii) Liabilities incurred in the ordinary course of business and consistent with past practice under the Material Agreements and (iv) the liability set forth on Section 9 of the Company Disclosure Schedule.

10. Absence of Certain Changes. Except to the extent arising in the ordinary course of the Companies' business or as set forth on Section 10 of the Company Disclosure Schedule, since the Interim Balance Sheet date, there has not been:

(a) any Material Adverse Effect;

(b) any declaration, setting aside or payment of any dividends or distributions in respect of any Equity Securities of any Company, or any redemption, purchase or other acquisition by any Company of any of the Equity Securities of any Company;

(c) any material payment or transfer of material assets (including, without limitation, any distribution or any repayment of indebtedness) by or for the benefit of any Company;

(d) any material revaluation downward by any Company of any of its assets, including the writing down or writing off of notes or Accounts Receivable;

(e) any entry by any Company into any commitment or transaction material to any Company including, without limitation, incurring capital expenditures;

(f) any increase in indebtedness for borrowed money of any Company, or any issuance or sale of any debt securities, or any assumption, guarantee or endorsement of any Liability of any other Person, or any loan or advance to any other Person;

(g) any material breach or default (or event that with notice or lapse of time would constitute a material breach or default), resulting in termination under any Material Agreement;

(h) any material change by any Company in its accounting methods, principles or practices;

(i) any material increase in the benefits under, or the establishment or amendment of, any bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing or other employee benefit plan, or any increase in the compensation payable or to become payable to directors, officers or employees of any Company;

(j) any termination of employment (whether voluntary or involuntary) of any officer or key employee of any Company;

(k) any theft, condemnation or eminent domain proceeding or any damage, destruction or casualty loss affecting any material asset used in any Company's business, whether or not covered by insurance;

(l) any sale, assignment or transfer of any material asset used in any Company's business;

(m) any waiver by any Company of any material rights related to its business;

(n) any action, other than in the ordinary course of business and consistent with past practice, to pay, discharge, settle or satisfy any claim or Liability;

(o) any settlement or compromise of any pending or threatened suit, action or claim relevant to the transactions contemplated by this Agreement;

(p) any issuance, sale or disposition of, or agreement or commitment to issue, sell or dispose of, by any Company any Equity Securities of such Company;

(q) any authorization, recommendation, proposal or announcement of an intention to adopt a plan of complete or partial liquidation or dissolution of any Company; or

(r) any acquisition or investment in the equity or debt securities of any Person (including in any joint venture or similar arrangement) by any Company; or any other material transaction, agreement or commitment entered into by or affecting any Company or its business, except in the ordinary course of business and consistent with past practice.

11. Disclosure. No representation or warranty by any Company contained in this Agreement or any other document, certificate or other instrument delivered to or to be delivered by or on behalf of the Company pursuant to this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein not materially misleading.

SCHEDULE 5.2(a)

Principals' and Dawson's Warranties

Each Principal and Dawson (except where noted) hereby represents and warrants to the FP Designee as follows:

1. Legal Capacity to Contract and Perform. Each Principal and Dawson represents and warrants that (a) he has the requisite power, authority, and legal capacity to make, execute, enter into, and deliver this Agreement and to fully perform his respective duties and obligations under this Agreement, and (b) neither this Agreement nor the performance by such party of any duty or obligation under this Agreement will violate any other contract, agreement, covenant, obligation or restriction by which such party is bound.

2. No Undisclosed Inducements. Each Principal and Dawson has executed and entered into this Agreement in reliance solely upon his own independent investigation and analysis of the facts and circumstances, and that no representations, warranties, or promises other than those set forth in this Agreement were made by any Party or any employee, agent or legal counsel of any Party to induce said Principal to execute this Agreement.

3. Representation by Counsel. Each Principal and Dawson has acted pursuant to the advice of legal counsel of his own choosing in connection with the negotiation, preparation, and execution of this Agreement.

4. No Violation. The execution, delivery and performance of this Agreement and the Transaction Documents to which each Principal and Dawson is a party, as applicable, will not conflict with or result in the breach of any material term or provision of, or violate or constitute a material default under, any charter provision or bylaw or under any material agreement, order or Law to which such Principal or Dawson, as applicable, is a party or by which such Principal or Dawson, as applicable, is in any way bound or obligated.

5. Title to Securities. Except for the liens in favor of Stable-Value, as applicable, and as set forth in the Original Stockholders Agreement: (a) the Principals, Spouses and Dawson hold of record and own directly the Equity Securities of each Affiliated Company set forth on Section 8 of the Principals' and Dawson Disclosure Schedule and such Equity Securities are held free and clear of any restrictions on transfer (other than any restrictions under the Securities Act, and state securities laws), Taxes, Liens, options, warrants, purchase rights, contracts, assignments, commitments, equities, claims, and demands; (b) neither any Principal, Spouse nor Dawson is party to any option, warrant, purchase right, or other contract or commitment that could require such Principal, Spouse or Dawson to sell, transfer, or otherwise dispose of any Equity Security of any Company other than this Agreement; (c) neither any Principal, Spouse nor Dawson is a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any Equity Security of any Affiliated Company and (d) the Equity Security of the Affiliated Companies held by the Principals, Spouses and Dawson are not subject to preemptive rights, conversion price adjustment rights or rights of first refusal created by applicable Law or any agreement to which the Principals, Spouses or Dawson are a party or by which the Principals, Spouses or Dawson are bound.

6. Governmental Authorizations and Consents. No Governmental Authorization or Consent is required on the part of the Principals or Dawson in connection with the transfer of the Equity Securities of the Companies to the FP Designee or the Transaction Documents to which the Principals and Dawson are parties (in their individual capacities).

7. Proceedings. There is currently no pending or, to the actual knowledge of any Principal or Dawson, as applicable, threatened (in writing) Proceeding by any Person against or relating to any Principal or Dawson or to which any Equity Securities of any Company directly owned by the Principals or Dawson are subject or relating to the transactions contemplated by this Agreement and the Transaction Documents or the consummation thereof. Neither the Principals nor Dawson, are subject to or bound by any currently existing judgment, order, writ, injunction or decree that will prevent the consummation of the transactions contemplated by this Agreement.

8. Equity Securities. Section 8 of the Principals' and Dawson's Disclosure Schedule lists all Equity Securities held by any of the Principals, the Spouses and Dawson, in the Affiliated Companies.

9. Financial Statements. The Principals hereby represent that the Financial Statements present fairly in all material respects the financial condition of the Companies at the date specified and the results of their operations for the periods specified. The Financial Statements have been prepared from the Books and Records of the Companies, which accurately and fairly, in reasonable detail, reflect the transactions of, acquisitions and dispositions of assets by, and incurrence of Liabilities by, the Companies.

SCHEDULE 5.3

FP Designee Warranties

FP Designee represents and warrants to the Principals and the Companies as follows:

1. Legal Capacity to Contract and Perform. FP Designee represents and warrants that (a) it has the requisite power, authority, and legal capacity to make, execute, enter into, and deliver this Agreement and to fully perform its respective duties and obligations under this Agreement, (b) neither this Agreement nor the performance by FP Designee of any duty or obligation under this Agreement will violate any other contract, agreement, covenant, obligation or restriction by which FP Designee is bound, and (c) it is without knowledge of facts that would make this Agreement (or portions thereof) capable of avoidance now or in the future.

2. No Undisclosed Inducements; No Implied Warranties. FP Designee represents that it has executed and entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances, and that no representations, warranties, or promises other than those expressly set forth in this Agreement and the Disclosure Statement were made by any Party or any employee, agent or legal counsel of any Party to induce FP Designee to execute this Agreement. Without limiting the foregoing, FP Designee acknowledges that neither the Principals, the Spouses nor Dawson, as applicable, has made and does not now make any representation or warranty of any kind or nature, express or implied, with respect to the transactions contemplated by this Agreement other than those expressly set forth in this Agreement and the other Transaction Documents.

3. Representation by Counsel. FP Designee represents that it has acted pursuant to the advice of legal counsel of its own choosing in connection with the negotiation, preparation, and execution of this Agreement.

4. No Violation. The execution, delivery and performance by FP Designee of this Agreement and the Transaction Documents to which FP Designee is a party will not conflict with or result in the breach of any material term or provision of, or violate or constitute a material default under, any charter provision or bylaw or under any material agreement, order or Law to which FP Designee is a party or by which FP Designee is in any way bound or obligated.

5. Governmental Authorizations and Consents. No Governmental Authorization or Consent is required on the part of the FP Designee in connection with the transfer of the Equity Securities of the Companies to the FP Designee or the Transaction Documents to which the FP Designee is a party.

6. Proceedings. There is currently no pending or, to the actual knowledge of FP Designee, threatened (in writing) Proceeding by any Person against or relating to FP Designee or relating to the transactions contemplated by this Agreement and the Transaction Documents or the consummation thereof. The FP Designee is not subject to or bound by any currently existing judgment, order, writ, injunction or decree that will prevent the consummation of the transactions contemplated by this Agreement.

ANNEX I

Annex I

Subsidiaries and Affiliates of SCHI, SCI, Success, and Promise

HLP Partners of Miami Dade, L.L.C.
HLP Properties of Lee, LLC
HLP Properties of Port Arthur, LLC
Bossier Land Acquisition Corp.
HLP of Los Angeles, LLC
LH Acquisition LLC
HLP Properties, Inc.
HLP Properties of Vidalia, LLC
HLP Properties at the Villages Holdings, LLC
HLP of Shreveport, Inc.

Promise Hospital of Baton Rouge, Inc.
Promise Hospital of Ascension, Inc.
Promise Hospital of Southeast Texas, Inc.
Promise Hospital of Salt Lake, Inc.
Promise Hospital of Vicksburg, Inc.
Promise Hospital of Phoenix, Inc.
Promise Hospital of San Antonio, Inc.
Promise Hospital of Gonzales, Inc.
Promise Hospital of Florida at The Villages, Inc.
Promise Hospital of Dade, Inc.
Promise Hospital of Lee, Inc.
Promise Hospital of East Los Angeles, L.P. d/b/a Suburban Medical Center
Quantum Health, Inc. d/b/a Promise Hospital of San Diego

Promise Healthcare of Florida VI, Inc.
Promise Healthcare of Florida VII, Inc.
Promise Healthcare of Florida IX, Inc.
Promise Healthcare of Florida X, Inc.
Promise Healthcare of Florida XI, Inc.
Promise Healthcare of California, Inc.
PH-ELA, Inc.
HLP Healthcare, Inc.

HLP Properties at the Villages, L.L.C.
Promise Hospital of Louisiana, Inc.
Promise Hospital of Vidalia, Inc.

Success Healthcare 1, LLC d/b/a Silver Lakes Medical Center
Success Healthcare 2, LLC
Forest Park Hospital Corporation #1
St. Alexius Hospital Corporation #1

Sun Capital Management Services, Inc.
The Sun Capital Group, Inc.
Superior Hospital Corporation, Inc.
Professional Rehabilitation Hospital, L.L.C. d/b/a Promise Hospital of Miss Lou
Quantum Properties, L.P.
Vidalia Real Estate Partners, LLC
Trieste Land Ventures, LLC
F.G.C. Courtyard, Inc.

For Informational Purposes Only
Emerald Hills Ventures, Inc. (no longer affiliated)
WorldFactor, LLC (dissolved)
Sun Capital Funding, LLC (dissolved)
Sun Capital Funding II, LLC (dissolved)
Sun Capital Financial Services, Inc. (dissolved)
Medical Management Systems, Inc. (dissolved)
HLP Heath Healthcare, LLC (charter forfeited)
PH Equipment Leasing, Inc. (dissolved)

ANNEX II

Execution Version
Annex II

CONSENT

This CONSENT (this "Consent") is entered into by the undersigned Individual Signing Investors (as defined in the Settlement Agreement, as described below).

RECITALS:

WHEREAS, each of the Individual Signing Investors desires to approve and accept the Settlement Agreement (the "Settlement Agreement"; all terms not defined in this Consent shall have the meanings ascribed them in the Settlement Agreement) dated as of [_____] [__], 2011, by and among Sun Capital Healthcare, Inc., a Florida corporation; Sun Capital, Inc., a Florida corporation; Success Healthcare, LLC, a California limited liability company; Promise Healthcare, Inc., a Florida corporation; Peter R. Baronoff, an individual; Howard B. Koslow, an individual; Lawrence Leder, an individual; Malinda Baronoff, an individual; Jane Koslow, an individual; Carole Leder, an individual; Mark Dawson, an individual; the subsidiaries and affiliates of SCHI, SCI, Success, and Promise identified on Annex I attached thereto; and Founding Partners Designee, LLC, a Delaware limited liability company, as designee, of Founding Partners Stable-Value Fund, L.P., a Delaware limited partnership, Founding Partners Global Fund, Ltd., a corporation organized under the laws of the Cayman Islands, Founding Partners Stable-Value Fund II, L.P.; and Founding Partners Hybrid-Value Fund, L.P. (these funds sometimes collectively referred to as "Founding Partners"); and Daniel S. Newman, Esq., as receiver for Founding Partners and Founding Partners Capital Management Company; and

WHEREAS, each of the Individual Signing Investors desires to approve and accept the transactions contemplated by the Settlement Agreement and by the other Transaction Documents.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Individual Signing Investors hereby agrees as follows:

1. Approval and Acceptance. Each of the Individual Signing Investors hereby acknowledges, agrees and confirms that, by its execution of this Consent, such Individual Signing Investor approves and accepts the Settlement Agreement, and the transactions contemplated by the Settlement Agreement and the other Transaction Documents, and in particular agrees to execute a Release of Claims in substantially the form annexed to the Settlement Agreement as Exhibit M-1, as a condition of the closing of the settlement transaction.

2. Covenants. Each of the Individual Signing Investors, agrees to deliver any and all necessary documents, including a Release of Claims, in connection with the Settlement Agreement and the other Transaction Documents, as reasonably requested by the Parties.

3. Representations and Warranties of the Individual Signing Investors. Each Individual Signing Investor, severally and not jointly, hereby represents and warrants that

(a) Legal Capacity to Contract and Perform. (i) Such Individual Signing Investor has the requisite power, authority, and legal capacity to make, execute, enter into, and deliver this Consent and to fully perform its duties and obligations under this Consent, (ii) neither this Consent nor the performance by such Individual Signing Investor of any duty or obligation under this Consent will violate any other contract, agreement, covenant, obligation or restriction by which such Individual Signing Investor is bound, and (iii) such Individual Signing Investor is without knowledge of facts that would make this Consent (or portions thereof) capable of avoidance now or in the future.

(b) No Violation. The execution, delivery and performance by such Individual Signing Investor of this Consent and the Transaction Documents to which such Individual Signing Investor is a party will not conflict with or result in the breach of any material term or provision of, or violate or constitute a material default under, any charter provision or bylaw or under any material agreement, order or Law to which such Individual Signing Investor is a party or by which such Individual Signing Investor is in any way bound or obligated.

(c) Proceedings. There is currently no pending or, to the actual knowledge of such Individual Signing Investor, threatened (in writing) Proceeding by any Person against or relating to such Individual Signing Investor or relating to the transactions contemplated by this Consent and the Transaction Documents or the consummation thereof. Such Individual Signing Investor is not subject to or bound by any currently existing judgment, order, writ, injunction or decree that will prevent the consummation of the transactions contemplated by this Consent.

(d) Investment Amounts. The investment amounts set forth next to such Individual Signing Investor's name on Schedule A attached hereto represent the total amount invested by such Individual Signing Investor (in US dollars) based on such Individual Signing Investor's records.

4. Governing Law; Venue. The validity, interpretation and performance of this Consent shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws rule or principle that might require the application of the laws of another jurisdiction. Any action or proceeding arising out of or relating to this Consent shall be brought only in (a) the United States District Court, Middle District of Florida, Fort Myers Division, if said Court expressly retains jurisdiction over all matters relating to the enforcement of the Transaction Documents in the Settlement Approval Order, as shall be requested by the Parties, or (b) if that Court does not expressly retain such jurisdiction, then in a state or federal court situated in New York County, New York.

5. Counterparts. This Consent may be executed in any number of identical counterparts, each of which is an original and all of which, together shall constitute one

and the same Consent. Any signatures delivered by a party by facsimile or electronic mail transmission shall be deemed an original signature hereto.

6. Incorporation by Reference. The Settlement Agreement is incorporated herein by reference and the preamble and recitals of this Consent are hereby incorporated herein.

7. Transaction Document. This Consent shall be a Transaction Document.

[Remainder of this page intentionally left blank]

Execution Version
Annex II

IN WITNESS WHEREOF, each of the undersigned has set its hand this ____ day of _____, 2011.

SSR CAPITAL PARTNERS LP

By_____
Name:
Title:

RHINO HOLDINGS, INC.

By_____
Name:
Title:

EDGE CAPITAL INVESTMENTS LTD.

By_____
Name:
Title:

BERMUDA COMMERICAL BANK LIMITED

By_____
Name:
Title:

Execution Version
Annex II

CONVERGENT WEALTH ADVISORS

By_____
Name:
Title:

Schedule A

Investment Amounts

Individual Signing Investor	Stable-Value	Global	Stable-Value II	Hybrid-Value
SSR Capital Partners LP	[ ]	[ ]	[ ]	[ ]
Rhino Holdings, Inc.	[ ]	[ ]	[ ]	[ ]
Edge Capital Investments Ltd.	[ ]	[ ]	[ ]	[ ]
Bermuda Commercial Bank Limited	[ ]	[ ]	[ ]	[ ]
Convergent Wealth Advisors	[ ]	[ ]	[ ]	[ ]

EXHIBIT A

Execution Version
EXHIBIT A

EQUITY TRANSFER AGREEMENT

(PROMISE HEALTHCARE, INC.)

THIS EQUITY TRANSFER AGREEMENT is made as of [_____] [__], 2011 (this "Agreement"), between Promise Healthcare, Inc., a Florida corporation ("Promise"), and the Owners whose signatures appear on the attached signature pages (each an "Owner" and collectively, the "Owners").

WHEREAS, immediately prior to the execution of this Agreement the Owners own the number of shares and number or percentage of membership interests ("Equity Interests") reflected in the respective columns below each of such Owner's name on Exhibit "A" attached hereto, which Equity Interests reflected in each row represent 100.0% of the Equity Interests of each of the corresponding companies listed on Exhibit "A" (collectively, the "Companies").

WHEREAS, in furtherance of the settlement (the "Settlement") with the parties hereto, *inter alia*, set forth in that certain Settlement Agreement made as of [_____], 2011 (together with all schedules, exhibits and annexes, the "Settlement Agreement") by Promise, Sun Capital Healthcare, Inc., the Owners, Mark Dawson, Sun Capital, Inc., Success Healthcare, LLC, the subsidiaries and affiliates set forth on Annex I attached thereto, Founding Partners Designee, LLC, as designee, and Daniel S. Newman, Esq., as receiver, the Owners desire to transfer and assign all of their Equity Interests in the Companies, representing 100% of the Equity Interests in the Companies, to Promise, and Promise desires to receive and accept the Equity Interests on the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises, respective representations and warranties hereinafter set forth, the respective covenants and agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Representations and Warranties of the Owners. Each Owner hereby represents and warrants to Promise that:

(a) Each Owner is an individual.

(b) Each Owner has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by each Owner, and constitutes a valid and binding agreement of each Owner and is enforceable against each Owner in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

(c) The Equity Interests represent all of the securities of the Company and are owned by each of the Owners, free and clear of any and all liens and encumbrances (collectively, "Encumbrances") other than Encumbrances in favor of Founding Partners Stable-Value Fund, L.P. that are being or were released on or prior to the date of this Agreement in connection with the Settlement.

(d) The transfer of Equity Interests contemplated hereby by each Owner does not require any consent, waiver, authorization, approval of or filing with, or notice to, any governmental entity, individual, partnership, firm, corporation, association, trust,

unincorporated organization, joint venture, limited liability company, governmental authority or other entity.

(e) Except for the transfer of the Equity Interests contemplated hereby, none of the Companies have outstanding any securities or securities convertible or exercisable into or exchangeable for any of its respective Equity Interests or outstanding any rights to subscribe for or to purchase, or any warrants or options for the purchase of, or any agreements (contingent or otherwise), providing for the issuance of, or any calls, commitments, understandings or claims of any character relating to the issuance or voting or otherwise of any of its respective Equity Interests or any securities convertible or exercisable into or exchangeable for any of its Equity Interests.

(f) The execution, delivery, and performance by each Owner of this Agreement and the consummation by such Owner of the transactions contemplated hereby does not and will not (i) violate, conflict with or result in a breach of, constitute a default by such Owner, result in the acceleration of (or create an event which, with notice of or lapse of time or both, would constitute a default or result in the acceleration of), or give rise to any penalty, right of termination, modification, cancellation or acceleration or loss of a material benefit or require any notice under, any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement, arrangement, or other instrument to which such Owner or any of such Owner's assets may be bound, except for those required consents that have or will be obtained in connection with the transactions contemplated hereby, (ii) violate or result in a material breach of any judgment, writ, injunction, decree, stipulation, agreement, determination or

award entered or issued by a governmental authority applicable to such Owner, or (iii) result in the creation of any Encumbrance upon any Equity Interests.

2. Representations and Warranties of Promise. Promise hereby represents and warrants as follows:

(a) Promise is duly organized, validly existing and in good standing as a corporation under the laws of the State of Florida.

(b) Promise has power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Promise has been duly authorized by all requisite corporate action on the part of Promise. This Agreement has been duly and validly executed and delivered by Promise and constitutes the valid and binding obligations of Promise, enforceable against Promise in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) With respect to all Equity Interests constituting shares (the "Shares"):

i. Promise is purchasing the Shares hereunder for its own account and not with a view to any resale or distribution of such Shares in violation of the Securities Act of 1933, as amended (the "Securities Act").

ii. Promise acknowledges that (A) the sale of the Shares to be acquired hereunder has not been registered under the Securities Act, and (B) the Shares

must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

iii. Promise understands that an investment in the Shares involves substantial risks and is suitable only for persons of substantial financial resources who have no need for liquidity in their investment and can afford the total loss of their investment. Promise has adequate means for providing for its current needs and contingencies and can bear the economic risk associated with holding the Shares.

iv. Promise has been furnished with all materials relating to the business, finances and operations of the Companies consisting of corporations and their subsidiaries and all materials relating to the issuance of the Shares that have been requested by it. Promise has been afforded the opportunity to ask questions of such corporations and has received satisfactory answers to any such inquiries.

v. Promise understands that no United States federal or state agency or any other United States or other governmental entity has passed upon or made any recommendation or endorsement of the Shares.

vi. Promise understands that the Shares are being delivered to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Owners are relying upon the truth and accuracy of, and its compliance with, its representations, warranties, agreements, acknowledgments and understandings set forth in this Section 2 in order to determine the applicability of such exemptions.

3. Transfer. Each Owner hereby transfers to Promise its Equity Interests.

4. Assumption. Promise hereby accepts and assumes each Owner's Equity Interests constituting membership interests.

5. Successors and Assigns. This Agreement shall bind and benefit the parties to this Agreement and their respective successors and assigns.

6. GOVERNING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS (AS DEFINED IN THE SETTLEMENT AGREEMENT) IN THE SETTLEMENT APPROVAL ORDER (AS DEFINED IN THE SETTLEMENT AGREEMENT), AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

7. Modifications/Waivers, etc. The terms of this Agreement may be altered, modified, or amended only by an instrument in writing duly executed by each of the parties hereto, without prejudice to the provisions of the respective governing documents of the

Companies. None of the parties hereto has received any promises, representations, inducements, or agreements not set forth in this Agreement from any other party hereto with respect to the subject matter of this Agreement, and he, she or it has executed and entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances.

8. Notices. All notices, offers, acceptances and other communications required or permitted hereunder (each a "Notice") shall be in writing and sent (a) by personal delivery, (b) by overnight or similar courier, or (c) by registered or certified mail, postage paid, return receipt requested, in each case addressed, as follows: (i) if to Promise, to Promise Healthcare, Inc., 999 Yamato Road, Third Floor, Boca Raton, Florida 33431, Attention: President and (ii) if to any Owner, to their respective addresses recorded with the Companies. Each Notice shall be deemed given and effective upon its actual receipt (or refusal of receipt). Any party may by Notice to the other parties in accordance with this Section 8 change the address to which Notices shall be sent by designating a new address for receipt of Notices.

9. Headings. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

10. Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

11. Preamble and Recitals. The terms of the preamble and recitals hereto are hereby incorporated into the binding terms hereof.

12. Incorporation of Settlement Agreement. The Settlement Agreement identified in this Agreement is incorporated herein by reference and made a binding part hereof.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. Transmission by facsimile or other electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Equity Transfer Agreement as of the date first above written.

Promise:

PROMISE HEALTHCARE, INC.

By:_____
Name:
Title:

The Owners:

_____
PETER BARONOFF

_____
MALINDA BARONOFF

_____
HOWARD KOSLOW

_____
JANE KOSLOW

_____
LAWRENCE LEDER

_____
CAROLE LEDER

EXHIBIT A

	Number/Percentage of Shares or Membership Interests			
Company	Peter R. Baronoff and Malinda Baronoff, as Tenants by the Entirety	Howard B. Koslow and Jane Koslow, as Tenants by the Entirety	Lawrence Leder and Carole Leder, as Tenants by the Entirety	Total
HLP Properties of Port Arthur, LLC				
Bossier Land Acquisition Corp.				
HLP of Los Angeles, LLC				
LH Acquisition LLC				
HLP Properties, Inc.				
HLP Properties of Vidalia, LLC				
HLP Properties at the Villages Holdings, LLC				
HLP of Shreveport, Inc.				
HLP Healthcare, Inc.				
HLP Partners of Miami Dade, L.L.C.				
HLP Properties of Lee, LLC				

EXHIBIT B-1

Execution Version
Exhibit B-1

STOCK TRANSFER AGREEMENT

(SUN CAPITAL)

THIS STOCK TRANSFER AGREEMENT is dated as of [_____] [__], 2011 (this "Agreement"), among Sun Capital, Inc., a Florida corporation ("SCI"), and Sun Capital Healthcare, Inc., a Florida corporation ("SCHI" and, together with SCI, collectively the "Corporations"), each person listed on the signature pages hereof as an "Existing Stockholder" (being referred to collectively as the "Existing Stockholders"), and Founding Partners Designee, LLC, a Delaware limited liability company, as designee ("FP Designee"), of Founding Partners Stable-Value Fund, L.P., a Delaware limited partnership ("Stable-Value").

WHEREAS, immediately prior to the execution of this Agreement the Existing Stockholders own the number of shares of common stock, par value $1.00 per share of SCI (the "SCI Common Stock"), and no par value per share of SCHI (the "SCHI Common Stock" and together with the SCI Common Stock, the "Common Stock"), reflected in the respective columns next to such person's names on Exhibit "A" attached hereto, which shares of Common Stock in the aggregate represent 100.0% of all outstanding equity of the Corporations;

WHEREAS, in furtherance of the settlement (the "Settlement") among the parties hereto, *inter alia*, set forth in that certain Settlement Agreement dated of even date herewith, among Promise Healthcare, Inc., a Florida corporation, SCHI, the Existing Stockholders, Mark Dawson, SCI, Success Healthcare, LLC, the subsidiaries and affiliates set forth on Annex I attached thereto, FP Designee (as designee of Stable-Value together with the other three affiliated funds as described in the Settlement Agreement), and Daniel S. Newman, Esq., as receiver (together with

all schedules, exhibits and annexes, the "Settlement Agreement"), the Existing Stockholders desire to transfer to FP Designee and FP Designee desires to receive from the Existing Stockholders (the "Stock Transfer"), all of the Common Stock (the "Subject Shares"), representing 100.0% of the outstanding equity of each of the Corporations, on the terms and conditions hereof;

WHEREAS, Stable-Value by its acknowledgment and agreement below, hereby accepts the Subject Shares under the terms of the Settlement, and assigns them to FP Designee.

WHEREAS, the Boards of Directors of the Corporations respectively have approved this transaction upon the terms and subject to the conditions hereinafter set forth and all related transactions contemplated herein;

NOW, THEREFORE, in consideration of the premises, the respective representations and warranties hereinafter set forth, the respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subscription. Upon the terms and subject to the conditions of this Agreement, FP Designee hereby accepts from each Existing Stockholder, and each Existing Stockholder shall transfer to FP Designee, the number of Subject Shares reflected in the respective columns next to such Existing Stockholder's names on Exhibit "A" attached hereto, for good and valuable consideration received under the terms of the Settlement.

2. Tax Matters. Each of the parties hereto agrees that (a) each of the Corporations shall elect for federal income tax purposes to allocate its income for the taxable year that includes

the day of the Stock Transfer on the basis of the closing of its books as of the close of the day immediately preceding the day of the stock transfer, rather than on the basis of pro rata allocation, (b) it shall provide the Corporations with the statement signifying the party's consent to such election and (c) it shall take all action necessary to cause the Corporations to prepare their tax returns in accordance with that election.

3. Representations and Warranties of FP Designee. FP Designee hereby represents and warrants as follows:

(a) FP Designee is purchasing the Subject Shares hereunder for its own account and not with a view to any resale or distribution of such Subject Shares in violation of the Securities Act of 1933, as amended (the "Securities Act").

(b) FP Designee acknowledges that (i) the sale of the Subject Shares to be acquired hereunder has not been registered under the Securities Act, and (ii) the Subject Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

(c) FP Designee understands that an investment in the Subject Shares involves substantial risks and is suitable only for persons of substantial financial resources who have no need for liquidity in their investment and can afford the total loss of their investment. FP Designee has adequate means for providing for its current needs and contingencies and can bear the economic risk associated with holding the Subject Shares.

(d) FP Designee has been furnished with all materials relating to the business, finances and operations of the Corporations and all materials relating to the issuance of the

Subject Shares that have been requested by it. FP Designee has been afforded the opportunity to ask questions of the Corporations and has received satisfactory answers to any such inquiries.

(e) FP Designee understands that no United States federal or state agency or any other United States or other governmental entity has passed upon or made any recommendation or endorsement of the Subject Shares.

(f) FP Designee understands that the Subject Shares are being delivered to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Corporations are relying upon the truth and accuracy of, and its compliance with, its representations, warranties, agreements, acknowledgments and understandings set forth in this Section 3 in order to determine the applicability of such exemptions.

(g) FP Designee is duly organized, validly existing and in good standing as a

[ ] under the laws of its jurisdiction of organization.

(h) FP Designee has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by FP Designee have been duly authorized by all requisite [corporate] action on the part of FP Designee. This Agreement has been duly and validly executed and delivered by FP Designee and constitutes the valid and binding obligation of FP Designee enforceable against FP Designee in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4. Representations and Warranties of the Existing Stockholders. Each of the Existing Stockholders hereby represents and warrants to FP Designee as follows:

(a) Each Existing Stockholder has full power and authority to execute this Agreement and to perform his or her respective obligations hereunder. This Agreement has been duly and validly executed and delivered by each Existing Stockholder and constitutes the valid and binding obligations of such Existing Stockholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The Subject Shares represent all of the issued and outstanding shares of Common Stock of each of the Corporations and are owned solely by the Existing Stockholders free and clear of any liens, adverse claims, pledges or encumbrances of any nature whatsoever (collectively, "Liens").

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) result in the breach of, conflict with, constitute a default under, or result in the termination or acceleration of (whether after the filing of notice or lapse of time or both), any agreement, instrument of indebtedness or other obligation to which any Existing Stockholder is a party or by which any of them is bound or to which any of his or her respective assets is subject, or result in the creation of any Lien upon said assets, or (ii) contravene or violate any law, rule or regulation or any order, writ, judgment, injunction or decree to which the any of the Existing Stockholders are subject.

5. Representations and Warranties of the Corporations. Each of the Corporations hereby represents and warrants to FP Designee as follows:

(a) Such Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Such Corporation has full power and authority to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted.

(b) Such Corporation has full power and authority to execute this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by such Corporation has been duly authorized by all requisite corporate action on the part of such Corporation. This Agreement have been duly and validly executed and delivered by such Corporation and constitutes the valid and binding obligations of such Corporation, enforceable against such Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Immediately prior to and immediately following the Stock Transfer, the issued and outstanding capital stock of SCI will consist of 1,000 shares of SCI Common Stock and the issued and outstanding capital stock of SCHI will consist of 142.50 shares of SCHI Common Stock. All the issued and outstanding shares of Common Stock will be duly authorized, validly issued, fully paid and non-assessable. The Subject Shares to be transferred hereunder, upon such transfer, shall be free and clear of any Liens. All securities of the Corporation heretofore issued and sold by the Corporation and the sale of the Subject Shares to be delivered hereunder, assuming the accuracy of FP Designee's representations and warranties hereunder and

the applicability of the exemption under Section 3(a)(10) of the Securities Act, are exempt from the registration and prospectus delivery requirements of the Securities Act.

(d) Except for the transfer of the Subject Shares contemplated hereby, the Corporation does not have outstanding any stock or securities convertible or exercisable into or exchangeable for any of its capital stock or outstanding any rights to subscribe for or to purchase, or any warrants or options for the purchase of, or any agreements (contingent or otherwise), providing for the issuance of, or any calls, commitments, understandings, or claims of any character relating to, the issuance or voting or otherwise of any of its capital stock or any securities convertible or exercisable into or exchangeable for any of its capital stock.

(e) Such Corporation is not required to file, nor has it filed, pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any registration statement relating to any class of its equity securities.

(f) The execution and delivery of the this Agreement and the consummation of the transactions contemplated hereby will not (i) result in the breach of, conflict with, constitute a default under, or result in the termination or acceleration of (whether after the filing of notice or lapse of time or both), any agreement, instrument of indebtedness or other obligation to which such Corporation is a party or by which it is bound or to which its assets is subject, or result in the creation of any Lien upon said assets, except for those required consents that have or will be obtained in connection with the transactions contemplated hereby, or (ii) violate any provision of such Corporation's Articles of Incorporation or By-laws, or (iii) contravene or violate any law, rule or regulation or any order, writ, judgment, injunction or decree to which such Corporation or any of its subsidiaries is subject.

(g) True and complete copies of such Corporation's Articles of Incorporation and By-laws have been delivered to FP Designee. The stock certificates, transfer books, minute books and other similar records of such Corporation, as heretofore made available to FP Designee and its representatives, contain a true and complete record, in all material respects, of all action taken at all meetings and all written consents in lieu of meetings of the stockholders and the board of directors of such Corporation, if available.

6. Modification, etc. This Agreement may not be waived, modified, discharged or terminated except by a written instrument duly executed by each party. None of the parties hereto has received any promises, representations, warranties, inducements or agreements not set forth in this Agreement and the Settlement Agreement from any other party hereto with respect to the subject matter hereof and thereof, and he, she or it has executed and entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Cooperation. From time to time, as and when reasonably requested by any party hereto, the other party or parties (as applicable) shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary to consummate the transactions contemplated by this Agreement.

9. Preamble and Recitals. The terms of the preamble and recitals hereto are hereby incorporated into the binding terms hereof.

10. Incorporation of Settlement Agreement. The Settlement Agreement identified in this Agreement is incorporated herein by reference and made a binding part hereof.

11. GOVERNING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS (AS DEFINED IN THE SETTLEMENT AGREEMENT) IN THE SETTLEMENT APPROVAL ORDER (AS DEFINED IN THE SETTLEMENT AGREEMENT), AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

12. Interpretation. The descriptive headings of the several paragraphs and sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Words in the singular include the plural and vice versa. A reference to any gender is deemed a reference to all genders.

13. Counterparts. This Agreement may be executed (including by telecopy, PDF or other facsimile transmission) with counterpart signature pages or in two or more counterparts, each of which shall be deemed an original.

14. Notices. All notices, offers, acceptances and other communications required or permitted hereunder (each a "Notice") shall be in writing and sent (a) by personal delivery, (b) by overnight or similar courier, or (c) by registered or certified mail, postage paid, return receipt requested, in each case addressed as follows: (i) if to either of the Corporations, to such Corporation at 999 Yamato Road, Third Floor, Boca Raton, Florida 33431, Attention: President (ii) if to any Existing Stockholder, to his or her respective address on record with the Corporations, and (iii) if to FP Designee to [_____]. Each Notice shall be deemed given and effective upon actual (or refusal of) receipt. Any party may by Notice to the other party in accordance with this Section 14 change the address to which Notices shall be sent by designating a new address for receipt of Notices.

15. Entire Agreement. This Agreement, together with the Settlement Agreement, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement, together with the Settlement Agreement, supersedes all prior agreements and understandings (written or oral) between or among the parties with respect to the subject matter covered hereby and thereby.

[Signature Pages Follow]

Execution Version
Exhibit B-1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FP DESIGNEE:

FOUNDING PARTNERS DESIGNEE, LLC

By:_____
Name:
Title:

THE CORPORATIONS:

SUN CAPITAL, INC.

By:_____
Name:
Title:

SUN CAPITAL HEALTHCARE, INC.

By:_____
Name:
Title:

EXISTING STOCKHOLDERS:

_____

PETER BARONOFF

_____

MALINDA BARONOFF

_____

HOWARD KOSLOW

_____

JANE KOSLOW

_____

LAWRENCE LEDER

_____

CAROLE LEDER

Acknowledged and Agreed to
as of the date first above written:

FOUNDING PARTNERS STABLE-VALUE FUND, L.P.

By:_____
Name: Daniel S. Newman, Esq.
Title: Its Receiver

Execution Version
Exhibit B-1

Exhibit "A"

Existing Share Ownership

Name	**Number of Common Stock**	
	SCHI	SCI
Peter R. Baronoff and Malinda Baronoff, as Tenants by the Entirety	56.25	600
Howard B. Koslow and Jane Koslow, as Tenants by the Entirety	56.25	400
Lawrence Leder and Carole Leder, as Tenants by the Entirety	30	N/A

EXHIBIT B-2

Execution Version
Exhibit B-2

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of [_____], 2011 (this "Assignment Agreement"), is entered into by and among Success Healthcare, LLC, a California limited liability company (the "Company"), each of the persons listed on the signature pages hereof as the "Members", (each a "Member" and collectively, the "Members"), and Founding Partners Designee, LLC, a Delaware limited company ("FP Designee"). Capitalized terms used herein not defined herein, shall have the meanings given to such terms in the Operating Agreement dated as of August 26, 2008, by and among the Members (the "Company Agreement").

WHEREAS, immediately prior to the execution of this Assignment Agreement the Members own the number of Units of the Company, reflected in the respective columns opposite each of such Member's name on Exhibit "A" attached hereto, which Units in the aggregate represent 100.0% of the Membership Interests of the Company.

WHEREAS, in furtherance of the settlement (the "Settlement") with the parties hereto, *inter alia*, set forth in that certain Settlement Agreement made as of [_____], 2011 (together with all schedules, exhibits and annexes, the "Settlement Agreement") by Promise Healthcare, Inc., Sun Capital Healthcare, Inc., the Members, other persons thereto, Sun Capital, Inc., the Company, the subsidiaries and affiliates set forth on Exhibit A attached thereto, FP Designee, and Daniel S. Newman, Esq., as receiver, the Members desire to transfer and assign all of their Membership Interests in the Company, representing 100% of the Membership Interests in the Company, to the FP Designee, and the FP Designee desires to receive and accept the Membership Interests on the terms and conditions hereof;

WHEREAS, the Board of Managers of the Company approved this transaction upon the terms and subject to the conditions hereinafter set forth and all related transactions contemplated herein.

NOW, THEREFORE, in consideration of the premises, respective representations and warranties hereinafter set forth, the respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Representations and Warranties of Members. Each Member hereby represents and warrants to FP Designee that:

   a. Each Member is an individual.

   b. Each Member has the power and authority to execute and deliver this Assignment Agreement and to perform its obligations hereunder. This Assignment Agreement has been duly executed and delivered by each Member, and constitutes a valid and binding agreement of each Member and is enforceable against each Member in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

   c. The Membership Units represent all of the securities of the Company and are owned by each of the Members, free and clear of any and all liens and encumbrances (collectively, "Encumbrances").

d. The making of the Assignment by each Member does not require any consent, waiver, authorization, approval of or filing with, or notice to, any governmental entity, individual, partnership, firm, corporation, association, trust, unincorporated organization, joint venture, limited liability company, governmental authority or other entity.

e. Except for the transfer of the Membership Units contemplated hereby, the Company does not have outstanding any securities or securities convertible or exercisable into or exchangeable for any of its Membership Units or outstanding any rights to subscribe for or to purchase, or any warrants or options for the purchase of, or any agreements (contingent or otherwise), providing for the issuance of, or any calls, commitments, understandings or claims of any character relating to the issuance or voting or otherwise of any of its Membership Units or any securities convertible or exercisable into or exchangeable for any of its Membership Units.

f. The execution, delivery, and performance by each Member of this Assignment Agreement and the consummation by such Member of the transactions contemplated hereby does not and will not (i) violate, conflict with or result in a breach of, constitute a default by such Member, result in the acceleration of (or create an event which, with notice of or lapse of time or both, would constitute a default or result in the acceleration of), or give rise to any penalty, right of termination, modification, cancellation or acceleration or loss of a material benefit or require any notice under, any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement, arrangement, or other instrument to which such Member or any of such Member's assets may be bound, except for those required consents that

have or will be obtained in connection with the transactions contemplated hereby, (ii) violate or result in a material breach of any judgment, writ, injunction, decree, stipulation, agreement, determination or award entered or issued by a governmental authority (each, a "Governmental Order") applicable to such Member, or (iii) result in the creation of any Encumbrance upon any of such Member's Membership Interest.

2. Representations and Warranties of FP Designee. FP Designee hereby represents and warrants to the Members that:

a. FP Designee is a [_____] duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization.

b. FP Designee has the power and authority to execute and deliver this Assignment Agreement and to perform its obligations hereunder. The execution and delivery of this Assignment Agreement by FP Designee has been duly authorized and upon such authorization, no other proceedings or actions are necessary to authorize and execute this Assignment Agreement or consummate the transactions contemplated hereby. This Assignment Agreement has been duly executed and delivered by FP Designee, and constitutes a valid and binding agreement of FP Designee and is enforceable against FP Designee in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

c. The execution, delivery, and performance by FP Designee of this Assignment Agreement and the consummation by FP Designee of the transactions contemplated

hereby does not and will not (i) violate, conflict with or result in a breach by FP Designee of its organizational documents, (ii) violate, conflict with or result in a breach of, constitute a default by FP Designee, result in the acceleration of (or create an event which, with notice of or lapse of time or both, would constitute a default or result in the acceleration of), or give rise to any penalty, right of termination, modification, cancellation or acceleration or loss of a material benefit or require any notice under, any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement, arrangement, or other instrument to which FP Designee or any of FP Designee's assets may be bound, or (iii) violate or result in a material breach of any Governmental Order applicable to FP Designee.

3. Assignment. Each Member hereby transfers to FP Designee its Membership Interest.

4. Assumption. FP Designee hereby accepts and assumes each Member's Membership Interest.

5. Successors and Assigns. This Assignment Agreement shall bind and benefit the parties to this Assignment Agreement and their respective successors and assigns.

6. GOVERNING LAW; VENUE. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF

FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS (AS DEFINED IN THE SETTLEMENT AGREEMENT) IN THE SETTLEMENT APPROVAL ORDER (AS DEFINED IN THE SETTLEMENT AGREEMENT), AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

7. Modifications/Waivers, etc. The terms of this Assignment Agreement may be altered, modified, or amended only by an instrument in writing duly executed by each of the parties hereto, without prejudice to the provisions of the Company Agreement. None of the parties hereto has received any promises, representations, inducements, or agreements not set forth in this Assignment Agreement from any other party hereto with respect to the subject matter of this Assignment Agreement, and he, she or it has executed and entered into this Assignment Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances.

8. Notices. All notices, offers, acceptances and other communications required or permitted hereunder (each a "Notice") shall be in writing and sent (a) by personal delivery, (b) by overnight or similar courier, or (c) by registered or certified mail, postage paid, return receipt requested, in each case addressed, as follows: (i) if to the Company, to Success Healthcare, LLC, 999 Yamato Road, Third Floor, Boca Raton, Florida 33431, Attention: Managing Member (ii) if to any Member, to their respective addresses recorded with the Company, and (iii) if to FP Designee, to [_____]. Each Notice shall be deemed given

and effective upon its actual receipt (or refusal of receipt). Any party may by Notice to the other parties in accordance with this Section 8 change the address to which Notices shall be sent by designating a new address for receipt of Notices.

9. Headings. The headings contained in this Assignment Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.

10. Severability. Any provision of this Assignment Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Assignment Agreement invalid, illegal or unenforceable in any other jurisdiction.

11. Preamble and Recitals. The terms of the preamble and recitals hereto are hereby incorporated into the binding terms hereof.

12. Incorporation of Settlement Agreement. The Settlement Agreement identified in this Assignment Agreement is incorporated herein by reference and made a binding part hereof.

13. Counterparts. This Assignment Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. Transmission by facsimile or other electronic transmission of an executed counterpart of this Assignment Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment Agreement as of the date first above written.

FP DESIGNEE:

FOUNDING PARTNERS DESIGNEE, LLC

By:_____
Name:
Title:

THE COMPANY
SUCCESS HEALTHCARE, LLC

By:_____
Name:
Title:

MEMBERS:

_____
PETER BARONOFF

_____
MALINDA BARONOFF

_____
HOWARD KOSLOW

_____
JANE KOSLOW

_____
LAWRENCE LEDER

_____
CAROLE LEDER

Exhibit "A"

Existing Unit Ownership

Name	Number of Membership Units
Peter R. Baronoff and Malinda Baronoff, as Tenants by the Entirety	33.33
Howard B. Koslow and Jane Koslow, as Tenants by the Entirety	33.33
Lawrence Leder and Carole Leder, as Tenants by the Entirety	33.33

EXHIBIT C

Execution Version
EXHIBIT C

SUBSCRIPTION AGREEMENT

PROMISE HEALTHCARE, INC.
(a Florida corporation)

THIS SUBSCRIPTION AGREEMENT is dated as of [_____], 2011 (this "Agreement") between Promise Healthcare, Inc., a Florida corporation (the "Corporation") and Sun Capital Healthcare, Inc., a Florida corporation ("Subscriber").

WHEREAS, the Corporation is indebted to Subscriber for an aggregate amount of $350,000,000 (the "Indebtedness");

WHEREAS, in furtherance of the settlement among the parties hereto, *inter alia*, set forth in that certain Settlement Agreement dated of even date herewith, among the Corporation, Subscriber, Sun Capital, Inc., a Florida corporation, Success Healthcare, LLC, a California limited liability company, Peter Baronoff, Lawrence Leder, Howard Koslow, Mark Dawson, Malinda Baronoff, Jane Koslow, Carole Leder, the subsidiaries and affiliates set forth on Annex I attached thereto, Founding Partners Designee, LLC, a Delaware limited liability company, as designee ("FP Designee"), of the following funds: Founding Partners Stable-Value Fund, L.P., a Delaware limited partnership ("Stable-Value"), Founding Partners Global Fund, Ltd., a corporation organized under the laws of the Cayman Islands, Founding Partners Stable-Value Fund II, L.P. and Founding Partners Hybrid-Value Fund, L.P. (collectively referred to as "Founding Partners"); and Daniel S. Newman, Esq., solely in his capacity as the court-appointed receiver of Founding Partners and Founding Partners Capital Management Company (together with all schedules, exhibits and annexes, the "Settlement Agreement"), the Corporation desires to issue and Subscriber desires to subscribe for certain shares of (i) the Corporation's common stock (representing 96.0% of the outstanding common equity) and (ii) Corporation's preferred stock (representing 100.0% of the outstanding preferred equity), in consideration of the cancellation of a portion of the Indebtedness, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Corporation;

WHEREAS, Subscriber hereby subscribes for and accepts the issuance of the Shares (defined below) in exchange for the cancellation of $150,000,000 of the Indebtedness;

WHEREAS, Stable-Value, as creditor of Subscriber, by its acknowledgment and agreement below hereby acknowledges and agrees that Subscriber accept the Shares in exchange for the cancellation of a portion of the Indebtedness;

WHEREAS, the Corporation, and each of Peter Baronoff, Lawrence Leder, Howard Koslow, Mark Dawson, Malinda Baronoff, Jane Koslow, and Carole Leder (collectively, the "Existing Stockholders") entered into that certain Stockholders' Agreement dated as of August 25, 2003, which will be amended and restated as of the date hereof pursuant to the Amended and Restated Stockholders' Agreement of even date herewith (the "Stockholders' Agreement"), among the Corporation, the Existing Stockholders and Subscriber; and

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EXHIBIT C

WHEREAS, the stockholders and the board of directors of the Corporation have approved this subscription upon the terms and subject to the conditions hereinafter set forth and all related transactions contemplated herein;

NOW, THEREFORE, in consideration of the premises, the respective representations and warranties hereinafter set forth, the respective covenants and agreements contained herein, the representations, warranties, covenants and agreements set forth in the Settlement Agreement and the Transaction Documents (as such term is defined in the Settlement Agreement) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subscription. Subject to the terms and conditions of this Agreement Subscriber irrevocably subscribes for and agrees to acquire [_____] (_____) shares of the Preferred Stock, no par value (the "Preferred Stock") of the Corporation and Twenty One Thousand Six Hundred (21,600) shares of the Common Stock, par value $1.00 (the "Common Stock" and, together with the Preferred Stock, the "Shares") of the Corporation. Upon execution hereof and in connection with the consummation of the transactions contemplated by the Settlement Agreement, the Corporation shall issue to the Subscriber certificates representing the Shares.

2. Representations and Warranties of the Subscriber; Register of Shares. Subscriber represents and warrants to the Corporation as follows:

2.1. Organization. Subscriber is duly formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation, has not been organized, reorganized or recapitalized specifically for the purpose of investing in the Corporation and has all corporate power and authority to enter into this Agreement.

2.2. Validity. This Agreement has been duly executed and delivered by Subscriber and each constitutes a valid and binding obligation of Subscriber enforceable against it in accordance with its terms.

2.3. Investment Representations and Warranties. Subscriber understands that the issuance of the Shares to Subscriber has not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act").

2.4. Acquisition for Own Account. Subscriber is acquiring the Shares for its own account for investment and not with a view toward distribution in a manner which would violate the Securities Act.

2.5. Ability to Protect Its Own Interests and Bear Economic Risks. Subscriber, by reason of the business and financial experience of its management, has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement and the Transaction Documents. Subscriber is able to bear the economic risk of an investment in the Shares and is able to sustain a loss of all of its investment in the Shares without economic hardship if such a loss should occur.

2.6. Accredited Investor. Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act.

2.7. No Public Market. Subscriber understands that no public market now exists for any of the securities issued by the Corporation, that the Corporation has made no assurances that a public market will ever exist for the Shares.

3. Representations and Warranties by the Corporation. The Corporation represents and warrants to Subscriber that the statements contained in this Section 3 are true and complete as of the date of this Agreement.

3.1. Capitalization.

(a) As of the date hereof, and after giving effect to the filing of the Amended and Restated Articles of Incorporation (the "Articles of Incorporation") and the issuance of the Shares to Subscriber, the authorized capital stock of the Corporation consists of Twenty Two Thousand Five Hundred (22,500) shares of Common Stock and [_____] shares of Preferred Stock. The Corporation has no other shares of capital stock authorized, issued or outstanding. A capitalization table presenting the capitalization of the Corporation after giving effect to the filing of the Articles of Incorporation and the issuance of the Shares is set forth on Schedule 3.1 hereto, naming each shareholder, their respective number of shares of Common Stock and Preferred Stock held and the percentage of Common Stock and Preferred Stock, respectively, held.

(b) As of the date hereof (i) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exercisable or exchangeable for, any shares of capital stock of the Corporation, or arrangements by which the Corporation is or may become bound to issue additional shares of capital stock nor are any such issuances or arrangements contemplated; (ii) there are no agreements or arrangements under which the Corporation is or may become obligated to register the sale of any of its securities under the Securities Act; (iii) the Corporation has no obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any of its equity securities or any interests therein or to pay any dividend or make any distribution in respect thereof; and (iv) the Corporation has not reserved any shares of capital stock for issuance pursuant to any stock option plan or similar arrangement.

3.2. Due Issuance and Authorization of Capital Stock. All of the outstanding shares of capital stock of the Corporation have been validly issued and are fully paid and non-assessable. The sale and delivery of the Shares to Subscriber pursuant to the terms hereof will vest in the holders thereof legal and valid title to such shares, free and clear of any lien, claim, judgment, charge, mortgage, security interest, pledge, escrow, equity or other encumbrance (collectively, "Encumbrances") by applicable securities law or Subscriber.

3.3. Organization. The Corporation (a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and (b) has all requisite

corporate power and authority to own or lease and operate its assets and carry on its business as presently being conducted.

3.4. Consents. Neither the execution, delivery or performance of the Articles of Incorporation or this Agreement by the Corporation, nor the consummation by it of the obligations and transactions contemplated hereby (including, without limitation, the issuance and delivery of the Shares) requires any consent of, authorization by, exemption from, filing with or notice to any governmental entity or any other person, other than (a) the filing of the Articles of Incorporation with the Secretary of State of the State of Florida and (b) approvals required by the Corporation's Board of Directors and stockholders all of which have been obtained.

3.5. Authorization; Enforcement. The Corporation has all requisite corporate power and has taken all necessary corporate action required for the due authorization, execution, delivery and performance by the Corporation of this Agreement and the consummation of the transactions contemplated hereby (including the issuance of the Shares). The execution, delivery and performance by the Corporation of this Agreement, the execution and filing of the Articles of Incorporation, and the consummation by the Corporation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Corporation, and constitutes a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and by general equitable principles.

3.6. Issuance of Shares. The issuance of the Shares in accordance with this Agreement has been duly authorized and the Shares are duly authorized, validly issued, fully paid and non-assessable, and free from all taxes and Encumbrances, and will not be subject to preemptive rights or other similar rights of stockholders of the Corporation other than as set forth in the Stockholders' Agreement and the issuance of such Shares will not impose liability upon the holder thereof.

3.7. No Conflicts. The execution, delivery and performance of this Agreement by the Corporation, the execution and filing of the Articles of Incorporation by the Corporation, and the consummation of the transactions contemplated hereby (including the issuance of the Shares) will not (a) result in a violation of the Corporation's Articles of Incorporation and bylaws, (b) conflict with or result in the breach of the terms, conditions or provisions of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give rise to any right of termination, acceleration or cancellation under, any agreement, lease, mortgage, license, indenture, instrument or other contract to which the Corporation is a party, (c) result in a violation of any law, rule, regulation, order, judgment or decree (including, without limitation, U.S. federal and state securities laws and regulations) applicable to the Corporation or by which any property or asset of the Corporation is bound or affected, or (d) result in the creation of any Encumbrance upon any of their assets.

4. Modification. Neither this Agreement nor any provision hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom such waiver, modification, discharge or termination is sought to be enforced.

5. Notices. All notices, consents, requests, demands, offers, reports, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given and received when personally delivered to the party entitled thereto, or when sent by facsimile or by overnight courier, or three (3) business days after being sent by certified United States mail, return receipt requested, in a sealed envelope, with postage prepaid, addressed to the Corporation c/o President, and, if to the Subscriber, to the address set forth below the Subscriber's signature on the counterpart of this Agreement which the Subscriber originally executed and delivered to the Corporation. The Corporation or the Subscriber may change its address by giving notice to the other.

6. Counterparts. This Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which constitute one and the same instrument binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

7. Successors. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Assignability. Except for a transfer to FP Designee which is expressly permitted hereunder, and so long as the FP Designee becomes a party to the Stockholders' Agreement as provided thereunder, this Agreement is not transferable or assignable by the Subscriber.

9. Preamble and Recitals. The terms of the preamble and recitals hereto are hereby incorporated into the binding terms hereof.

10. Incorporation of Settlement Agreement. The Settlement Agreement identified in this Agreement is incorporated herein by reference and made a binding part hereof.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

I. 11. GOVERNING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS (AS DEFINED IN THE SETTLEMENT AGREEMENT) IN THE SETTLEMENT APPROVAL ORDER (AS DEFINED IN THE SETTLEMENT AGREEMENT), AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

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IN WITNESS WHEREOF, Subscriber and the Corporation have each executed this Subscription Agreement as of the ___ day of _____, 2011.

SUBSCRIBER:

SUN CAPITAL HEALTHCARE, INC.

By: _____
Name: _____
Title: _____

CORPORATION:

PROMISE HEALTHCARE, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to
as of the date first above written:

FOUNDING PARTNERS STABLE-VALUE FUND, L.P.

By: _____
Name: Daniel S. Newman, Esq.
Title: Its Receiver

EXHIBIT D

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EXHIBIT D

LOAN AND SECURITY AGREEMENT

DATED AS OF [_____], 2011

between

PROMISE HEALTHCARE, INC.,

as Borrower,

PROMISE HOSPITAL OF ASCENSION, INC.,
PROMISE HOSPITAL OF BATON ROUGE, INC.,
PROMISE HOSPITAL OF DADE, INC.,
PROMISE HOSPITAL OF FLORIDA AT THE VILLAGES, INC.,
PROMISE HOSPITAL OF LEE, INC.,
PROMISE HOSPITAL OF LOUISIANA, INC.,
PROMISE HOSPITAL OF PHOENIX, INC.,
PROMISE HOSPITAL OF SALT LAKE, INC.,
PROMISE HOSPITAL OF SAN ANTONIO, INC.,
PROMISE HOSPITAL OF SOUTHEAST TEXAS, INC.,
PROMISE HOSPITAL OF VICKSBURG, INC.,
PROMISE HOSPITAL OF GONZALES, INC.,
PROMISE HOSPITAL OF EAST LOS ANGELES, L.P. D/B/A SUBURBAN MEDICAL CENTER,
QUANTUM HEALTH, INC. D/B/A PROMISE HOSPITAL OF SAN DIEGO,
HLP PARTNERS OF MIAMI-DADE, LLC,
HLP PROPERTIES OF LEE, LLC,
HLP PROPERTIES OF PORT ARTHUR, LLC,
BOSSIER LAND ACQUISITION CORP., AND
LH ACQUISITION, LLC

as Guarantors, and

SUN CAPITAL HEALTHCARE, INC.,

as Lender

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LOAN AND SECURITY AGREEMENT

This AGREEMENT is dated as of [_____], 2011 and entered into among PROMISE HEALTHCARE, INC., a Florida corporation ("**Borrower**"), the Guarantors (as defined below) and SUN CAPITAL HEALTHCARE, INC., a Florida corporation (in its individual capacity, "**SCHI**", and in its capacity as lender hereunder, together with its successors and assigns, "**Lender**").

WHEREAS, Founding Partners Stable-Value Fund, L.P. (together with certain other affiliated funds, "**Founding Partners**") has made certain loans to SCHI and Sun Capital, Inc., a Florida corporation ("**SCI**") (the "**Existing Sun Capital Indebtedness**");

WHEREAS, SCHI has made certain loans to, and entered into financing arrangements with, Borrower (the "**Existing Promise Indebtedness**");

WHEREAS, on [_____], 2011, SCHI; SCI; Success Healthcare, LLC ("**Success**"); Borrower; Peter R. Baronoff ("**Baronoff**"); Howard B. Koslow ("**Koslow**"); Lawrence Leder ("**Leder**", and together with Baronoff and Koslow, the "**Principals**"), Malinda Baronoff ("**Mrs. Baronoff**"); Jane Koslow ("**Mrs. Koslow**"); Carole Leder ("**Mrs. Leder**", and together with Mrs. Baronoff and Mrs. Koslow, the "**Spouses**"); Mark Dawson ("**Dawson**"); certain subsidiaries and affiliates of SCHI, SCI, Success, and Borrower; Founding Partners Designee, LLC, a Delaware limited liability company, as designee of Founding Partners; and Daniel S. Newman, Esq., the court-appointed receiver (the "**Receiver**") for Founding Partners and Founding Partners Capital Management Company; have entered into that certain Settlement Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Settlement Agreement**");

WHEREAS, in connection with the restructuring of the Existing Promise Indebtedness contemplated by the Settlement Agreement Borrower requested, and the Receiver, as court-appointed receiver for the holder of the Existing Sun Capital Indebtedness, authorized SCHI to accept in exchange for the partial cancellation of the Existing Promise Indebtedness, and SCHI has accepted and now owns, ninety-six percent (96%) of the outstanding common shares of Borrower and one-hundred percent (100%) of the preferred shares of Borrower;

WHEREAS, in connection with the restructuring of the Existing Promise Indebtedness contemplated by the Settlement Agreement Borrower requested, and the Receiver, as court-appointed receiver for the holder of the Existing Sun Capital Indebtedness, authorized Lender to enter into, for the remaining Existing Promise Indebtedness (a) this Agreement and (b) the Subordinated Note;

WHEREAS, to secure Borrower's obligations under the Loan Documents, Borrower is granting to Lender a security interest in and lien upon all of Borrower's real and personal property; and

WHEREAS, each of (a) Promise Hospital of Ascension, Inc., a Florida corporation; (b) Promise Hospital of Baton Rouge, Inc., a Louisiana corporation f/k/a Baton Rouge Specialty Medical Center, Inc., d/b/a Promise Specialty Hospital of Baton Rouge; (c) Promise Hospital of Dade, Inc., a Delaware corporation f/k/a Select Specialty Hospital -

Dade, Inc.; (d) Promise Hospital of Florida at The Villages, Inc., a Florida corporation f/k/a Promise Healthcare of Florida III, Inc.; (e) Promise Hospital of Lee, Inc., a Delaware corporation f/k/a Select Specialty Hospital - Lee, Inc.; (f) Promise Hospital of Louisiana, Inc. ("**PHL**"); (g) Promise Hospital of Phoenix, Inc., a Florida corporation f/k/a Promise Specialty Hospital of Phoenix, Inc.; (h) Promise Hospital of Salt Lake, Inc., a Louisiana corporation f/k/a Salt Lake Specialty Medical Center, Inc.; (i) Promise Hospital of San Antonio, Inc., a Florida corporation f/k/a Promise Specialty Hospital of San Antonio, Inc.; (j) Promise Hospital of Southeast Texas, Inc., a Louisiana corporation f/k/a Golden Triangle Specialty Medical Center, Inc., d/b/a Promise Specialty Hospital of Southeast Texas; (k) Promise Hospital of Vicksburg, Inc., a Louisiana corporation f/k/a Vicksburg Specialty Medical Center, Inc. and Promise Specialty Hospital of Vicksburg, Inc.; (l) Promise Hospital of Gonzales, Inc.; (m) Promise Hospital of East Los Angeles, L.P. d/b/a Suburban Medical Center; (n) Quantum Health, Inc. d/b/a Promise Hospital of San Diego; (o) HLP Partners of Miami-Dade, LLC; (p) HLP Properties of Lee, LLC; (q) HLP Properties of Port Arthur, LLC; (r) Bossier Land Acquisition Corp. ("**Bossier**"); and (s) LH Acquisition, LLC (collectively, the "**Guarantors**" and each individually, a "**Guarantor**") is willing to guaranty all of the obligations of Borrower to Lender under the Loan Documents and to grant to Lender a security interest in all real and personal property of Guarantor to secure such guaranty.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Borrower and Lender agree as follows:

SECTION 1

DEFINITIONS AND ACCOUNTING TERMS

1.1 Certain Defined Terms. The capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

"**Affiliate**" means, with respect to each Loan Party, any Person (other than Lender): (a) directly or indirectly controlling, controlled by, or under common control with, such Loan Party; (b) directly or indirectly owning or holding five percent (5%) or more of any equity interest in such Loan Party; (c) five percent (5%) or more of whose stock or other equity interest having ordinary voting power for the election of directors or the power to direct or cause the direction of management, is directly or indirectly owned or held by such Loan Party; or (d) which has a senior officer who is also a senior officer of such Loan Party. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other equity interest, or by contract or otherwise.

"**Agent**" means, as the collateral agent for the Principals, the Spouses and Dawson with respect to all collateral securing (i) the Secured Note, (ii) the obligations of the Loan Parties to perform the obligations of the Principals under the Personal Guarantees and (iii) the obligations of the Borrower under the Consulting Agreements.

"**Agent Collateral**" means any property in which Agent is granted a lien or security interest pursuant to the Agent Security Agreement and/or Agent Mortgages.

"**Agent Security Agreement**" means that certain [Guaranty and Security Agreement, dated as of the date hereof, by and among Agent, PHL and Bossier], pursuant to which PHL and Bossier have agreed to guaranty, and have granted a lien or security interest to Agent to secure, (i) the Secured Note, (ii) the obligations of the Loan Parties to perform the obligations of the Principals under the Personal Guarantees and/or (iii) the obligations of the Borrower under the Consulting Agreements.

"**Agent Mortgages**" means those certain [mortgages and/or deeds of trust, dated as of the date hereof, by PHL and/or Bossier in favor of or for the benefit of Agent], pursuant to which PHL and/or Bossier have granted a lien or security interest to Agent to secure (i) the Secured Note, (ii) the obligations of the Loan Parties to perform the obligations of the Principals under the Personal Guarantees and/or (iii) the obligations of the Borrower under the Consulting Agreements.

"**Agreement**" means this Loan and Security Agreement as it may be amended, restated, supplemented or otherwise modified from time to time.

"**Applicable Margin**" means seven and one-half percent (7.50%) per annum.

"**Bankruptcy Code**" means the provisions of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended or supplemented from time to time, or any successor statute, and any and all rules and regulations issued or promulgated in connection therewith.

"**Blocked Accounts**" has the meaning assigned to that term in subsection 4.22.

"**Borrower**" has the meaning assigned to that term in the introductory paragraph of this Agreement.

"**Borrower's Accountants**" means [**Marcum LLP**], or any other independent certified public accountants selected by the Loan Parties and reasonably acceptable to Lender, which selection shall not be modified during the term of this Agreement without Lender's prior written consent.

"**Business Day**" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of Florida or is a day on which banking institutions located in such state are closed.

"**Capital Lease**" means any lease of any property (whether real, personal or mixed) that, in conformity with GAAP, should be accounted for as a capital lease.

"**Capitated Contracts**" means all of each Loan Party's contracts whether presently existing or hereafter executed between such Loan Party and various health maintenance organizations which provide for a fee based on the number of people covered, and all proceeds therefrom.

"**Capitated Contract Rights**" means all rights of Borrower to payment of any kind arising from or out of Capitated Contracts.

"**Cash Equivalents**" means: (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within six (6) months from the date of acquisition thereof; (b) commercial paper maturing no more than six (6) months from the date issued and, at the time of acquisition, having a rating of at least A-1 from Standard & Poor's Corporation or at least P-1 from Moody's Investors Service, Inc.; and (c) certificates of deposit or bankers' acceptances maturing within six (6) months from the date of issuance thereof issued by, or overnight reverse repurchase agreements from, any commercial bank organized under the laws of the United States of America, or any state thereof or the District of Columbia, having combined capital and surplus of not less than $250,000,000 and not subject to setoff rights in favor of such bank.

"**Closing Date**" means [_____], 2011.

"**Collateral**" has the meaning assigned to that term in subsection 2.7(a).

"**Collecting Banks**" has the meaning assigned to that term in subsection 4.22.

"**Compliance Program**" means a compliance program, policy or procedure which is instituted in good faith, which is related to the Loan Parties' business and which seeks to minimize, prevent or eliminate violations of applicable Health Care Laws.

"**Consulting Agreements**" means those certain consulting agreements, dated as of the date hereof, between Borrower, on one hand, and a Principal, on the other hand, as such consulting agreements may be amended with the consent of Lender from time to time.

"**Control**" means "control" as defined in the UCC with respect to a particular item of Collateral.

"**Copyright Security Agreement**" means any Copyright Security Agreement executed and delivered by any Loan Party to Lender in form and substance satisfactory to Lender, as the same may be amended and in effect from time to time.

"**Copyrights**" means, collectively, all of the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, including those listed in the schedules to any Copyright Security Agreement; (b) all renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past, present or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"**Default**" means a condition, act or event that, after notice or lapse of time or both, would constitute an Event of Default if that condition, act or event were not cured or removed within any applicable grace or cure period.

"**Employee Benefit Plan**" means any employee benefit plan within the meaning of Section 3(3) of ERISA which (a) is maintained for employees of any Loan Party or any ERISA Affiliate or (b) has at any time within the preceding 6 years been maintained for the employees of any Loan Party or any current or former ERISA Affiliate.

"**Environmental Claims**" means claims, liabilities, investigations, litigation, administrative proceedings, judgments or orders relating to Hazardous Materials.

"**Environmental Laws**" means any present or future federal, state or local law, rule, regulation or order relating to pollution, waste, disposal or the protection of human health or safety, plant life or animal life, natural resources or the environment.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

"**ERISA Affiliate**", as applied to any Loan Party, means any Person who is a member of a group which is under common control with any Loan Party, who together with any Loan Party is treated as a single employer within the meaning of Section 414(b) and (c) of the IRC.

"**Event of Default**" has the meaning assigned to that term in subsection 7.1.

"**Excess Interest**" has the meaning assigned to that term in subsection 2.2(c).

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System.

"**Fiscal Year**" means each twelve (12) month period ending on the last day of December in each year.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"**Governmental Authority**" means any federal, state or municipal court or other governmental department, commission, board, bureau, agency or instrumentality, governmental or quasi-governmental, domestic or foreign.

"**Governmental Receivable**" means a Receivable that is payable by any of the following: the United States, any individual state, any political subdivision of a state, any agency or instrumentality of the United States or any individual state. Governmental Receivables include any claims with respect to Medicare or Medicaid programs or claims owing under any other program established by U.S. federal or state law which provides for payments for healthcare goods or services to be made to the providers of such goods or services.

"**Guarantor**" has the meaning assigned to that term in the Recitals section of this Agreement.

"**Hazardous Material**" means all or any of the following: (a) substances that are defined or listed in, or otherwise classified pursuant to, any Environmental Laws or regulations as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic substances" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity; (b) oil, petroleum or petroleum derived substances, natural gas, natural gas liquids or synthetic gas and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (c) any flammable substances or explosives or any radioactive materials; and (d) asbestos in any form or electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls.

"**Health Care Laws**" means, with respect to it being applicable to any Loan Party:

(1) any and all federal, state and local fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7(b)), the Stark Law (42 U.S.C. § 1395nn and § 1395(q)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code and the regulations promulgated pursuant to such statutes;

(2) the federal Food, Drug & Cosmetic Act (21 U.S.C. § 301 et seq.) and the regulations promulgated thereunder;

(3) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the regulations promulgated thereunder;

(4) Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder;

(5) Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder;

(6) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173) and the regulations promulgated thereunder;

(7) state or federal statutes and regulations governing quality, safety and accreditation standards and requirements;

(8) state or federal statutes and regulations governing the ownership or operation of a health care facility or business, or assets used in connection therewith; and

(9) applicable laws relating to the billing or submission of claims, collection of accounts receivable, underwriting the cost of, or provision of management or administrative services in connection with, any and all of the foregoing, by the Loan Parties, including, but not limited to, laws and regulations relating to practice of medicine and other health care professions,

professional fee splitting, tax-exempt organization and charitable trust law applicable to health care organizations, certificates of need, certificates of operations and authority.

"**Indebtedness**", as applied to any Person, means without duplication: (a) all indebtedness for borrowed money; (b) obligations under leases which in accordance with GAAP constitute Capital Leases; (c) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money; (d) any obligation owed for all or any part of the deferred purchase price of property or services if the purchase price is due more than six (6) months from the date the obligation is incurred or is evidenced by a note or similar written instrument; (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (f) obligations in respect of Letters of Credit or similar instruments; (g) all obligations of such Person under any foreign exchange contract, currency swap agreement, interest rate swap, cap or collar agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates; (h) "earnouts" and similar payment obligations; (i) any advances under any factoring arrangement; and (j) all guarantees by such Person of Indebtedness of others.

"**Indemnified Liabilities**" has the meaning assigned to that term in subsection 8.4.

"**Indemnitees**" has the meaning assigned to that term in subsection 8.4.

"**Intellectual Property**" means, collectively, all: Copyrights, Patents and Trademarks.

"**Interest Period**" means, in connection with the Loan, successive interest periods applicable to the Loan, each of which shall be a three (3) month period; provided that:

(1) the initial Interest Period for the Loan shall commence on the Closing Date;

(2) in the case of successive Interest Periods, each successive Interest Period shall commence on the day on which the immediately preceding Interest Period expires;

(3) if an Interest Period expiration date is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided that if any Interest Period expiration date is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the immediately preceding Business Day;

(4) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to part (5) below, end on the last Business Day of a calendar month;

(5) no Interest Period shall extend beyond the Termination Date;

(6) no Interest Period may extend beyond a scheduled principal payment date of the Loan.

"**Interest Rate**" has the meaning assigned to that term in subsection 2.2(a).

"**IRC**" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

"**IRS**" has the meaning assigned to that term in subsection 4.9.

"**Lender**" has the meaning assigned to that term in the introductory paragraph of this Agreement.

"**Lender's Account**" means the following Deposit Account of Lender:

[Bank Name and Address]
ABA No.: [_____]
Account No.: [_____]
Reference: **[Promise Healthcare, Inc.]**

"**Liabilities**" shall have the meaning given that term in accordance with GAAP and shall include, without limitation, Indebtedness.

"**LIBOR**" means, for each Interest Period, a rate per annum equal to the greater of (1) One-Half of One Percent (0.5%) and (2) a rate per annum equal to the following:

(a) the offered rate for deposits in U.S. dollars in an amount comparable to the applicable portion of the Loan in the London interbank market for the relevant Interest Period which is published by the British Bankers' Association and currently appears on the Telerate Page 3750 as of 11:00 a.m. (London time) on the day which is two (2) Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period; provided, however, that if such a rate ceases to be available to Lender on that or any other source from the British Bankers' Association, LIBOR shall be equal to a rate per annum equal to the average rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) at which Lender determines that U.S. dollars in an amount comparable to the applicable portion of the Loan are being offered to prime banks at approximately 11:00 a.m. (London time) on the day which is two (2) Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period for settlement in immediately available funds by leading banks in the London interbank market selected by Lender; divided by

(b) a number equal to one (1.0) minus the maximum reserve percentages (expressed as a decimal fraction) (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other Governmental Authority having jurisdiction with respect thereto, as now and from time to time in effect) for Eurocurrency funding (currently referred to as "**Eurocurrency Liabilities**" in Regulation D of such Board) which are required to be maintained by Lender by the Board of Governors of the Federal Reserve System; such rate to be rounded upward to the

next whole multiple of one-sixteenth of one percent (.0625%). LIBOR shall be adjusted automatically on and as of the effective date of any change in any such reserve percentage.

"**Lien**" means any lien (statutory or otherwise), mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind, whether voluntary or involuntary (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest).

"**Loan**" means the loan advanced (or deemed advanced) under subsection 2.1(a).

"**Loan Documents**" means this Agreement, the Pledge Agreement, the Mortgages, the Notes (if any), the Copyright Security Agreement (if any), the Patent Security Agreement (if any), the Trademark Security Agreement (if any), the SCHI Subordination Agreement, the W/C Lender Intercreditor Agreement and all other documents, instruments and agreements executed by or on behalf of any Loan Party and delivered concurrently herewith or at any time hereafter to or for Lender in connection with the Loan, and any other transaction contemplated by this Agreement, all as amended, restated, supplemented or modified from time to time.

"**Loan Party**" means each of Borrower, each Guarantor and each Subsidiary of Borrower which is or becomes a party to any Loan Document. For the avoidance of doubt, the parties hereto acknowledge that none of the following Persons are, or shall be deemed to be, Loan Parties: (i) Quantum Properties, L.P., a California limited partnership, (ii) Vidalia Real Estate Partners, LLC, a Louisiana limited liability company, or (iii) Professional Rehabilitation Hospital, LLC, a Louisiana limited liability company d/b/a Promise Hospital of Miss Lou.

"**Material Adverse Effect**" means a material adverse effect upon (a) the business, operations, properties, assets or condition (financial or otherwise) of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform their obligations under any Loan Document or of Lender to enforce or collect any of the Obligations or (c) the enforceability or priority of the Lender's Liens with respect to the Collateral.

"**Maximum Rate**" has the meaning assigned to that term in subsection 2.2(c).

"**Medicaid**" means, collectively, the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"**Medicare**" means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. § 1396 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"**Mortgage**" means each of the mortgages, deeds of trust, leasehold mortgages, leasehold deeds of trust, collateral assignments of leases or other real estate security documents

delivered by any Loan Party to Lender with respect to Real Property, all in form and substance satisfactory to Lender.

"**Note**" or "**Notes**" means any promissory note of Borrower in form and substance satisfactory to Lender issued to evidence the Loan or any portion thereof.

"**Obligations**" means all obligations, liabilities and Indebtedness of every nature of each Loan Party from time to time owed to Lender under the Loan Documents (whether incurred before or after the Termination Date) including, without limitation, the principal amount of all debts, claims and Indebtedness, accrued and unpaid interest and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable including, without limitation, all interest, fees, cost and expenses accrued or incurred after the filing of any petition under any bankruptcy or insolvency law (regardless of whether allowed or allowable in whole or in part as a claim therein).

"**Patent Security Agreement**" means any Patent Security Agreement executed and delivered by any Loan Party to Lender in form and substance satisfactory to Lender, as the same may be amended and in effect from time to time.

"**Patents**" means collectively all of the following: (a) all patents and patent applications including, without limitation, those listed on any schedule to any Patent Security Agreement and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"**Permits**" means any material permit, approval, authorization, license, registration, certification, certificate of authority, variance, permission, franchise, qualification, order, filing or consent required from a Governmental Authority or other Person under an applicable law and which relates to a certificate of need, permit or license to operate the business of a Loan Party or the Medicare/Medicaid/Tricare provider agreements of each Loan Party.

"**Permitted Encumbrances**" means the following types of Liens: (a) Liens (other than Liens relating to Environmental Claims or ERISA) for taxes, assessments or other governmental charges not yet due and payable; (b) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen and other similar Liens imposed by law, which are incurred in the ordinary course of business for sums not more than thirty (30) days delinquent; (c) Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money); (d) easements,

rights-of-way, restrictions, and other similar charges or encumbrances not interfering in any material respect with the ordinary conduct of the business of any Loan Party or any of its Subsidiaries; (e) Liens in favor of Lender pursuant to the Loan Documents, (f) Liens securing the Subordinated Debt, (g) Liens in favor of Agent pursuant to the Agent Security Agreement and Agent Mortgages, (h) Liens securing intercompany Indebtedness of the type described in subsection 6.1(b), (i) Liens on the W/C Lender Collateral in favor of the W/C Lender and (j) Liens set forth on Schedule [__].

"**Person**" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

"**Personal Guarantees**" means the following personal guarantees of the Principals to third parties: (i) Guaranty of Lease dated as of November 14, 2008 by the Principals in favor of AFG Investment 5, LLC, pursuant to which the Principals, jointly and severally, guarantee the obligations of Success Healthcare 1, LLC owing pursuant to that certain Amended and Restated Master Lease Agreement with respect to that certain real property located at 7500 East Hellman Avenue, Rosemead, California, up to an aggregate amount not to exceed $1,000,000; and (ii) Limited Guaranty dated September 19, 2008 by the Principals in favor of Concordia Bank & Trust, Co., pursuant to which the Principals, jointly and severally, guarantee the obligations of Vidalia Real Estate Partners LLC owing to Concordia Bank & Trust, Co., pursuant to financings thereby, up to a maximum amount not to exceed $780,000.

"**Pledge Agreement**" means any Pledge Agreement executed and delivered by any Loan Party to Lender in form and substance satisfactory to Lender, as the same may be amended and in effect from time to time.

"**Pro Forma**" means, collectively, the unaudited consolidated balance sheet of the Loan Parties and their Subsidiaries as of the Closing Date after giving effect to the transactions contemplated by this Agreement. The Pro Forma is attached hereto as Schedule [__].

"**Real Property**" means any real property now or hereafter owned or leased by any Loan Party.

"**Receivables**" means any right to payment, whether constituting an Account, Chattel Paper, Instrument, General Intangible, Payment Intangible or Health-Care-Insurance Receivable, Capitated Contract Right or otherwise, arising from the sale, rental or lease of healthcare goods or equipment, or the provision of services and any ancillary sales, including all rights and remedies with respect to payment relating thereto, together with any and all proceeds in any way derived, directly or indirectly, therefrom.

"**SCHI**" has the meaning assigned to that term in the introductory paragraph of this Agreement.

"**SCHI Subordination Agreement**" means that certain Subordination Agreement dated as of the date hereof by and among Agent, PHL, Bossier and Lender.

"**Secured Note**" means, collectively, those certain secured promissory notes in the aggregate original principal amount of $5,884,000, dated as of **[_____, 2011]**, by Borrower in favor of the Principals, the Spouses and Dawson.

"**Settlement Agreement**" has the meaning assigned to that term in the Recitals section of this agreement.

"**Subordinated Debt**" means all Indebtedness owing by the Loan Parties pursuant to the Subordinated Debt Documents.

"**Subordinated Debt Documents**" means (i) that certain Subordinated Term Note, dated as of the date hereof, in the original principal amount of $125,000,000 and executed by the Loan Parties and accepted and agreed to by SCHI (the "Subordinated Note"), (ii) that certain Security Agreement, dated as of the date hereof, by and among the Loan Parties and SCHI and which secures the obligations under the Subordinated Note, and (iii) all other documents, instruments and certificates to be executed or delivered in connection therewith, as each of the same is amended, restated, supplemented or otherwise modified from time to time.

"**Subsidiary**" means, with respect to any Person, any corporation, association or other business entity of which more than fifty percent (50%) of the total voting power of shares of stock (or equivalent ownership or controlling interest) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof.

"**Tax Liabilities**" has the meaning assigned to that term in subsection 2.9(a).

"**Termination Date**" has the meaning assigned to that term in subsection 2.5.

"**Third Party Payor**" means Medicare, Medicaid, TRICARE, Blue Cross and/or Blue Shield, state government insurers, private insurers and any other person or entity which presently or in the future maintains Third Party Payor Programs.

"**Third Party Payor Programs**" means all third party payor programs in which any of the Loan Parties participates (including, without limitation, Medicare, Medicaid, TRICARE or any other federal or state health care programs, as well as Blue Cross and/or Blue Shield, managed care plans, or any other private insurance programs).

"**Trademark Security Agreement**" means any Trademark Security Agreement executed and delivered by any Loan Party to Lender in form and substance satisfactory to Lender, as the same may be amended and in effect from time to time.

"**Trademarks**" means collectively all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, those listed on any schedule to any Trademark Security Agreement; (b) all renewals thereof; (c) all income, royalties, damages and

payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of Florida; provided, however, that to the extent the law of any other state or other jurisdiction applies to the attachment, perfection, priority or enforcement of any Lien granted to Lender in any of the Collateral, "UCC" means the Uniform Commercial Code as in effect in such other state or jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, priority or enforcement of a Lien in such Collateral. To the extent this Agreement defines the term "Collateral" by reference to terms used in the UCC, each of such terms shall have the broadest meaning given to such terms under the UCC as in effect in any state or other jurisdiction.

"**W/C Lender**" means [working capital lender].

"**W/C Lender Collateral**" means the following property of any Loan Party that is a provider of healthcare services: (a) all present and future accounts receivable, (b) all present and future Instruments arising out of any accounts receivable, (c) all now owned or hereafter acquired Deposit Accounts into which proceeds from any accounts receivable are, following the execution and delivery of the W/C Loan Documents, deposited, (d) all books and records, whether now owned or hereafter acquired related to the foregoing and (e) any and all replacements and proceeds of any of the foregoing.

"**W/C Lender Intercreditor Agreement**" means that certain Intercreditor Agreement dated as of the date hereof by and among Lender, the W/C Lender, Agent and one or more Loan Parties.

"**W/C Loan Documents**" means that certain [Working Capital Loan Agreement, dated as of ___, by and among _____] and all security agreements, guaranties and other documents, instruments and certificates executed in connection therewith.

1.2 UCC Defined Terms. The following terms used in this Agreement shall have the respective meanings provided for in the UCC: "Accounts", "Account Debtor", "Buyer in Ordinary Course of Business", "Chattel Paper", "Commercial Tort Claim", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Health-Care-Insurance Receivables", "Instruments", "Inventory", "Investment Property", "Letter of Credit", "Letter-of-Credit Rights", "Licensee in Ordinary Course of Business", "Payment Intangibles", "Proceeds", "Record", "Software", "Supporting Obligations" and "Tangible Chattel Paper".

1.3 Accounting Terms. For purposes of this Agreement, all accounting terms not otherwise defined herein shall have the meanings assigned to such terms in conformity with GAAP. Financial statements and other information furnished to Lender pursuant to subsection 5.1 shall be prepared in accordance with GAAP (as in effect at the time of such

preparation) on a consistent basis. In the event any "Accounting Changes" (as defined below) shall occur and such changes affect financial covenants, standards or terms in this Agreement, then the Loan Parties and Lender agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the financial condition of the Loan Parties shall be the same after such Accounting Changes as if such Accounting Changes had not been made, and until such time as such an amendment shall have been executed and delivered by the Loan Parties and Lender, (A) all financial covenants, standards and terms in this Agreement shall be calculated and/or construed as if such Accounting Changes had not been made, and (B) Borrower shall prepare footnotes to the financial statements required to be delivered hereunder that show the differences between the financial statements delivered (which reflect such Accounting Changes) and the basis for calculating financial covenant compliance (without reflecting such Accounting Changes). "**Accounting Changes**" means: (a) changes in accounting principles required by GAAP and implemented by Borrower; (b) changes in accounting principles recommended by Borrower's Accountants; and (c) changes in carrying value of Borrower's or any of its Subsidiaries' assets, liabilities or equity accounts resulting from (i) the application of purchase accounting principles (A.P.B. 16 and/or 17 and EITF 88 16 and FASB 109) or (ii) any other adjustments that, in each case, were applicable to, but not included in, the Pro Forma. All such adjustments resulting from expenditures made subsequent to the Closing Date (including, but not limited to, capitalization of costs and expenses or payment of pre-Closing Date liabilities) shall be treated as expenses in the period the expenditures are made.

1.4 Other Definitional Provisions. References to "Sections", "subsections", "Riders", "Exhibits", "Schedules" and "Addenda" shall be to Sections, subsections, Riders, Exhibits, Schedules and Addenda, respectively, of this Agreement unless otherwise specifically provided. Any of the terms defined in subsection 1.1 or otherwise in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. In this Agreement, words importing any gender include the other genders; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or"; references to agreements and other contractual instruments shall be deemed to include subsequent amendments, assignments, and other modifications thereto, but only to the extent such amendments, assignments and other modifications are not prohibited by the terms of this Agreement or any other Loan Document; references to Persons include their respective permitted successors and assigns or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; and all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.

SECTION 2

LOANS AND COLLATERAL

2.1 Loan.

(a) Loan. Lender agrees to lend to Borrower, on the Closing Date, the Loan in the aggregate original principal amount of $75,000,000; provided, however, that, in accordance with the terms of the Settlement Agreement, the Loan shall be deemed to be fully

funded from the Existing Promise Indebtedness for all purposes hereunder on the Closing Date and such deemed funded amount shall immediately constitute outstanding Obligations. Amounts borrowed under this subsection 2.1(a) and repaid may not be reborrowed.

(b) Notes. If so requested by Lender by written notice to Borrower at least two (2) Business Days prior to the Closing Date, or at any time thereafter, Borrower shall execute and deliver to Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of Lender pursuant to subsection 8.2) on the Closing Date (or, if such notice is delivered after the Closing Date, promptly after Borrower's receipt of such notice) a Note or Notes to evidence the Loan (or any portion thereof).

2.2 Interest.

(a) Rate of Interest. The Loan shall bear interest from the Closing Date, and all other Obligations shall bear interest from the date they become due, to the date paid at a rate per annum equal to LIBOR plus the Applicable Margin (the "**Interest Rate**"). After the occurrence and during the continuance of an Event of Default, the Loan and all other Obligations shall, at the election of Lender, bear interest at a rate per annum equal to two percent (2%) plus the applicable Interest Rate.

(b) Computation and Payment of Interest. Interest on the Loan and all other Obligations shall be computed on the daily principal balance thereof on the basis of a three hundred sixty (360) day year for the actual number of days elapsed. In computing interest on the Loan, the Closing Date or the first day of an Interest Period applicable to the Loan shall be included; and the date of payment of the Loan or the expiration date of an Interest Period applicable to the Loan shall be excluded; provided that if the Loan is repaid on the same day on which it is made, one (1) day's interest shall be paid on the Loan. Accrued interest on the Loan shall be payable to Lender on the last day of each Interest Period for the Loan, on the date of any prepayment of the Loan (or any portion thereof), and at maturity, whether by acceleration or otherwise.

(c) Interest Laws. Notwithstanding any provision to the contrary contained in this Agreement or any other Loan Document, Borrower shall not be required to pay, and Lender shall not be permitted to collect, any amount of interest in excess of the maximum amount of interest permitted by applicable law ("**Excess Interest**"). If any Excess Interest is provided for or determined by a court of competent jurisdiction to have been provided for in this Agreement or in any other Loan Document, then in such event: (1) the provisions of this subsection shall govern and control; (2) neither Borrower nor any other Loan Party shall be obligated to pay any Excess Interest; (3) any Excess Interest that Lender may have received hereunder shall be, at Lender's option, (a) applied as a credit against the outstanding principal balance of the Obligations or accrued and unpaid interest (not to exceed the maximum amount permitted by law), (b) refunded to the payor thereof, or (c) any combination of the foregoing; (4) the interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed from time to time under applicable law (the "**Maximum Rate**"), and this Agreement and the other Loan Documents shall be deemed to have been and shall be, reformed and modified to reflect such reduction; and (5) neither Borrower nor any Loan Party shall have any action against Lender for any damages arising out of the payment or collection of any Excess Interest.

Notwithstanding the foregoing, if for any period of time interest on any Obligations is calculated at the Maximum Rate rather than the applicable rate under this Agreement, and thereafter such applicable rate becomes less than the Maximum Rate, the rate of interest payable on such Obligations shall remain at the Maximum Rate until Lender shall have received the amount of interest which Lender would have received during such period on such Obligations had the rate of interest not been limited to the Maximum Rate during such period.

2.3 Reserved.

2.4 Payments and Prepayments.

(a) Maturity. On the Termination Date, Borrower shall pay to Lender all outstanding Obligations, including, without limitation, the outstanding principal balance of the Loan and all accrued and unpaid interest thereon and all fees, costs and expenses due or owing with respect thereto or pursuant to any Loan Document.

(b) Manner and Time of Payment. All payments made by Borrower with respect to the Obligations shall be made without deduction, defense, setoff or counterclaim. All payments to Lender hereunder shall, unless otherwise directed by Lender, be made to Lender's Account or in accordance with subsection 4.22. All payments remitted to Lender's Account shall be credited to the Obligations on the same Business Day as such payments are received by Lender in immediately available funds; provided, however, payments received by Lender after 2:00 p.m. (EST) shall be deemed received on the next Business Day. Borrower shall notify Lender by Noon (EST) if it intends to make any voluntary payment or repayment of the Obligations to Lender's Account.

(c) Voluntary Prepayments and Repayments. Borrower may at any time upon not less than three (3) Business Days prior notice to Lender, prepay the Loan (or any portion thereof). Any prepayment of the Obligations permitted in this subsection 2.4(c) shall be subject to the payment of any amounts owing pursuant to subsection 2.10 resulting from such prepayment.

(d) Payments on Business Days. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the payment may be made on the next succeeding Business Day and such extension of time shall be included in the computation of the amount of interest or fees due hereunder.

(e) Application of Proceeds. Subject to subsection 7.6, any payment received by Lender in respect of the Obligations shall be applied by Lender to the Obligations (including, without limitation, the principal amount of the Loan, any interest accrued thereon, fees, expenses and costs and any other Obligations that are due and payable) in the order and manner determined by Lender in its sole and absolute discretion.

2.5 Term of this Agreement. All Obligations shall become immediately due and payable on the earlier of (a) [_____,] 2016, and (b) the acceleration of all Obligations pursuant to subsection 7.2 (the "**Termination Date**") without notice or demand. Notwithstanding any termination, until all Obligations have been fully paid and satisfied, all security interests in and liens upon all Collateral in favor of Lender and all rights and remedies of

Lender with respect to the Loan and the Collateral, shall be retained and remain in full force and effect, and even after payment of all Obligations hereunder, Borrower's obligation to indemnify Lender in accordance with the terms hereof shall continue.

2.6 Statements. Lender shall record in its books and records, including computer records, (a) the outstanding principal amount of the Loan, interest charges and payments thereof, (b) the charging and payment of all fees, costs and expenses and (c) all other debits and credits pursuant to this Agreement. The balance in the loan accounts shall constitute presumptive evidence, absent manifest error, of the accuracy of the information contained therein; provided, however, that any failure by Lender to so record shall not limit or affect the Borrower's obligation to pay.

2.7 Grant of Security Interest.

(a) Grant of Liens in the Collateral. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Borrower and each Guarantor hereby grants to Lender a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of Borrower's, or such Guarantor's, as applicable, personal and real property and all rights to such personal and real property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "**Collateral**") including, without limitation, all: (1) Accounts; (2) Chattel Paper; (3) Commercial Tort Claims, including those specified on Schedule [__]; (4) Deposit Accounts and cash and other monies and property of Borrower or such Guarantor, as applicable, in the possession or under the control of Lender or any participant of Lender in the Loan; (5) Documents; (6) Equipment; (7) Fixtures; (8) General Intangibles (including Intellectual Property); (9) Goods; (10) Health-Care-Insurance Receivables; (11) Instruments; (12) Inventory; (13) Investment Property; (14) Letter-of-Credit Rights and Supporting Obligations; (15) other personal property whether or not subject to the UCC; and (16) Real Property; together with all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the property described above or are otherwise necessary or helpful in the collection thereof or realization thereon; and Proceeds and products of all or any of the property described above; *but excluding* (i) Government Receivables, solely to the extent that the granting of a security interest in such Government Receivables hereunder is prohibited by applicable law, and (ii) all W/C Lender Collateral.

(b) Borrower and Guarantors Remains Liable. Anything herein to the contrary notwithstanding: (a) Borrower and each Guarantor, as applicable, shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement or the other Loan Documents had not been executed; (b) the exercise by Lender of any of the rights under this Agreement or the other Loan Documents shall not release Borrower or such Guarantor, as applicable, from any of its duties or obligations to the parties under the contracts and agreements included in the Collateral; (c) Lender shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or the other Loan Documents, nor shall Lender be obligated to perform any of the obligations or duties of

Borrower or any Guarantor thereunder or to take any action to collect or enforce any claim for payment assigned under this Agreement or the other Loan Documents; and (d) Lender shall not have any liability in contract or tort for Borrower's or any Guarantor's acts or omissions.

2.8 Yield Protection.

(a) Capital Adequacy and Other Adjustments. In the event Lender shall have determined that the adoption after the date hereof of any law, treaty, governmental (or quasi-governmental) rule, regulation, guideline or order regarding capital adequacy, reserve requirements or similar requirements or compliance by Lender or any corporation (or other business entity) controlling Lender with any request or directive regarding capital adequacy, reserve requirements or similar requirements (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) from any central bank or governmental agency or body having jurisdiction does or shall have the effect of increasing the amount of capital, reserves or other funds required to be maintained by Lender or any corporation (or other business entity) controlling Lender and thereby reducing the rate of return on Lender's or such corporation's (or other business entity's) capital as a consequence of its obligations hereunder, then Borrower shall within fifteen (15) days after notice and demand from Lender (together with the certificate referred to in the next sentence) pay to Lender additional amounts sufficient to compensate Lender for such reduction. A certificate as to the amount of such cost and showing the basis of the computation of such cost submitted by Lender to Borrower shall, absent manifest error, be final, conclusive and binding for all purposes.

(b) Increased LIBOR Funding Costs. If, after the date hereof, the introduction of, change in or interpretation of any law, rule, regulation, treaty or directive would impose or increase reserve requirements (other than as taken into account in the definition of LIBOR) or otherwise increase the cost to Lender of making or maintaining the Loan (or any portion thereof), then Borrower shall from time to time within fifteen (15) days after notice and demand from Lender (together with the certificate referred to in the next sentence) pay to Lender additional amounts sufficient to compensate Lender for such increased cost. A certificate as to the amount of such cost and showing the basis of the computation of such cost submitted by Lender to Borrower shall, absent manifest error, be final, conclusive and binding for all purposes.

2.9 Taxes.

(a) No Deductions. Any and all payments or reimbursements made hereunder shall be made free and clear of and without deduction for any and all taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (all such taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto referred to herein as "**Tax Liabilities**"; excluding, however, taxes imposed on the net income of Lender by the jurisdiction under the laws of which Lender is organized or doing business or any political subdivision thereof and taxes imposed on its net income by the jurisdiction of Lender's applicable lending office or any political subdivision). If Borrower shall be required by law to deduct any such Tax Liabilities from or in respect of any sum payable hereunder to Lender, then the sum payable hereunder shall be increased as may be necessary so that, after making all required deductions, Lender receives an amount equal to the sum it would have received had no such deductions been made.

(b) Changes in Tax Laws. In the event that, subsequent to the Closing Date, (1) any changes in any existing law, regulation, treaty or directive or in the interpretation or application thereof, (2) any new law, regulation, treaty or directive enacted or any interpretation or application thereof, or (3) compliance by Lender with any request or directive (whether or not having the force of law) from any Governmental Authority:

(1) does or shall subject Lender to any tax of any kind whatsoever with respect to this Agreement, the other Loan Documents or the Loan made hereunder (or any portion thereof), or change the basis of taxation of payments to Lender of principal, fees, interest or any other amount payable hereunder (except for net income taxes, or franchise taxes imposed in lieu of net income taxes, imposed generally by federal, state or local taxing authorities with respect to interest or commitment or other fees payable hereunder or changes in the rate of tax on the overall net income of Lender); or

(2) does or shall impose on Lender any other condition or increased cost in connection with the transactions contemplated hereby or participations herein; and the result of any of the foregoing is to increase the cost to Lender of making or continuing the Loan hereunder (or any portion thereof), as the case may be, or to reduce any amount receivable hereunder;

then, in any such case, Borrower shall promptly pay to Lender, upon its notice and demand, any additional amounts necessary to compensate Lender, on an after-tax basis, for such additional cost or reduced amount receivable, as determined by Lender with respect to this Agreement or the other Loan Documents. If Lender becomes entitled to claim any additional amounts pursuant to this subsection, it shall promptly notify Borrower of the event by reason of which Lender has become so entitled. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Lender to Borrower shall, absent manifest error, be final, conclusive and binding for all purposes.

2.10 Compensation. Borrower shall promptly compensate Lender (Lender's calculation of such amounts shall, absent manifest error, be conclusive and binding upon all parties hereto), for any losses, expenses and liabilities including, without limitation, any loss (including interest paid) sustained by Lender in connection with the re-employment of funds: (a) if any prepayment of the Loan (or any portion thereof) occurs on a date that is not the last day of an Interest Period applicable to the Loan (regardless of the source of such prepayment and whether voluntary, by acceleration or otherwise); (b) if any prepayment of the Loan (or any portion thereof) is not made on any date specified in a notice of prepayment given by Borrower; or (c) as a consequence of any other default by Borrower to repay the Loan (or any portion thereof) when required by the terms of this Agreement.

2.11 Assumptions Concerning Funding of Loan. Calculation of all amounts payable to Lender under subsection 2.10 shall be made as though Lender had actually funded the Loan through the purchase of a LIBOR deposit bearing interest at LIBOR in an amount equal to the amount of the Loan and having maturity comparable to the relevant Interest Period and through the transfer of such LIBOR deposit from an offshore office to a domestic office in the United States of America; provided, however, Lender may fund the Loan through the purchase of a

LIBOR deposit or through another method as it sees fit and the foregoing assumption shall be utilized only for the calculation of amounts payable under subsection 2.10.

2.12 Endorsement; Insurance Claims. Borrower hereby constitutes and appoints Lender and all Persons designated by Lender for that purpose as Borrower's true and lawful attorney-in-fact, with power in the place and stead of Borrower and in the name of Borrower (a) to endorse Borrower's name to any of the items of payment or proceeds described in subsection 4.22 below and all proceeds of Collateral that come into Lender's possession or under Lender's control, including without limitation, with respect to any drafts, Instruments, Documents and Chattel Paper, and (b) to obtain, adjust and settle insurance claims, which are required to be paid to Lender. Borrower hereby ratifies and approves all acts of Lender made or taken pursuant to this subsection 2.12. Both the appointment of Lender as Borrower's attorney and Lender's rights and powers are coupled with an interest and are irrevocable until indefeasible payment in full, in cash, of all Obligations.

SECTION 3

CONDITIONS TO LOAN

The obligations of Lender to enter into this Agreement and to make the Loan on the Closing Date are subject to satisfaction or, in the sole discretion of the Lender, waiver in writing, of all of the terms and conditions set forth below and the accuracy of all the representations and warranties of Borrower and the other Loan Parties set forth herein and in the other Loan Documents:

(a) Closing Deliveries. Lender shall have received, in form and substance satisfactory to Lender, all agreements, notes, certificates, orders, authorizations, financing statements, mortgages and other documents which Lender may at any time request prior to the Closing Date.

(b) Security Interests. Lender shall have received satisfactory evidence that all security interests and liens granted to Lender pursuant to this Agreement or the other Loan Documents constitute perfected first priority liens on the Collateral, subject only to Liens set forth in clauses (a), (b), (c), (d), (e), (g), (i) and (j) of the definition of Permitted Encumbrances, and that the filing (initial or by amendment) of all financing statements have been made against the Loan Parties; provided, however, that execution and delivery of mortgages encumbering real property owned or leased by the Loan Parties shall not be a condition precedent to the obligations of Lender to enter into this Agreement and make the Loan on the Closing Date.

(c) Representations and Warranties. The representations and warranties contained herein and in the other Loan Documents shall be true, correct and complete in all material respects (other than any representations or warranties which are qualified by materiality or a Material Adverse Effect, which representations and warranties shall be true, correct and complete in all respects) on and as of the Closing Date to the same extent as though made on and as of that date, except for any representation or warranty limited by its terms to a specific date.

(d) No Default. No event shall have occurred and be continuing or would result from funding the Loan that would constitute an Event of Default or a Default.

(e) Performance of Agreements. Each Loan Party shall have performed in all material respects all agreements and satisfied all conditions which any Loan Document provides shall be performed by it on or before the Closing Date.

(f) No Prohibition. No order, judgment or decree of any court, arbitrator or Governmental Authority shall purport to enjoin or restrain Lender from making the Loan.

(g) No Litigation. There shall not be pending or, to the knowledge of Borrower, threatened in writing, any action, charge, claim, demand, suit, proceeding, petition, governmental investigation or arbitration by, against or affecting any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries that has not been disclosed to Lender by Borrower in writing, and there shall have occurred no development in any such action, charge, claim, demand, suit, proceeding, petition, governmental investigation or arbitration that, in the opinion of Lender, would reasonably be expected to have a Material Adverse Effect.

(h) Delivery of Subordinated Debt Documents. Lender has received or will receive on the Closing Date complete copies of the Subordinated Debt Documents (including all exhibits, schedules and disclosure letters referred to therein or delivered pursuant thereto, if any) and all amendments thereto, waivers relating thereto and other side letters or agreements affecting the terms thereof. None of such documents and agreements has been amended or supplemented, nor have any of the provisions thereof been waived, except pursuant to a written agreement or instrument which has heretofore been delivered to Lender.

(i) Closing of Restructuring. Lender has received fully executed copies of the Settlement Agreement (including all annexes, exhibits and schedules referred to therein or delivered pursuant thereto, if any) and all documents, instruments and certificates executed or delivered in connection therewith, the parties to the Settlement Agreement shall be authorized to consummate the closing thereunder, and the filing of the Promise Amended and Restated Articles of Incorporation (as defined under the Settlement Agreement) shall have occurred.

SECTION 4

REPRESENTATIONS, WARRANTIES AND CERTAIN COVENANTS

Each Loan Party represents, warrants and covenants to Lender that the following statements are and will be true, correct and complete and, unless specifically limited, shall remain so until indefeasible payment in full, in cash, of all Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made):

4.1 Organization, Powers, Capitalization.

(a) Organization and Powers. Each of the Loan Parties is an entity duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation and qualified to do business in all states and other jurisdictions where

such qualification is required, except where failure to be so qualified could not reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and proposed to be conducted and to enter into each Loan Document to which it is a party.

(b) Capitalization. The authorized capital stock (or other equivalent equity or ownership interests) of each Loan Party is as set forth on Schedule [__], including all preemptive or other outstanding rights, options, warrants, conversion rights or similar agreements or understandings for the purchase or acquisition of any shares of capital stock (or other equivalent equity or ownership interests) or other securities of such Loan Party. All issued and outstanding shares of capital stock or other equivalent equity or ownership interests of each Loan Party are duly authorized and validly issued, fully paid, nonassessable, free and clear of all Liens, other than Permitted Encumbrances, and such shares or other equivalent equity or ownership interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Each Loan Party will promptly notify Lender of any change in its ownership or organizational structure.

4.2 Authorization of Borrowing, No Conflict. Each Loan Party has the power and authority to incur the Obligations and to grant the security interests in the Collateral which such Loan Party grants pursuant to the Loan Documents. On the Closing Date, the execution, delivery and performance of the Loan Documents by each Loan Party signatory thereto will have been duly authorized by all necessary corporate, shareholder or other entity action. The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party and the consummation of the transactions contemplated by the Loan Documents by each Loan Party do not contravene any applicable law, rule or regulation, the corporate charter, bylaws or other organizational or formation documents of any Loan Party or any agreement or order by which any Loan Party or any Loan Party's property is bound. The Loan Documents are the legally valid and binding obligations of the applicable Loan Parties respectively, each enforceable against the Loan Parties, as applicable, in accordance with their respective terms.

4.3 Financial Condition. All financial statements concerning any Loan Party furnished by or on behalf of any Loan Party to Lender pursuant to this Agreement have been prepared in accordance with GAAP consistently applied throughout the periods involved (except as disclosed therein) and present fairly the financial condition of Persons covered thereby as at the dates thereof and the results of their operations for the periods then ended. The Pro Forma was prepared by the Loan Parties based on the unaudited consolidated balance sheet of the Loan Parties dated [_____], 2011.

4.4 Indebtedness and Liabilities. As of the Closing Date, no Loan Party has (a) any Indebtedness except as reflected on the Pro Forma; or (b) any Liabilities other than as reflected on the Pro Forma or as incurred in the ordinary course of business following the date of the Pro Forma. Each Loan Party shall promptly deliver copies of all notices given or received by such Loan Party with respect to noncompliance with any term or condition related to any Subordinated Debt or other Indebtedness of any Loan Party, and shall promptly notify Lender of any potential or actual event of default (or circumstance which, with the giving of notice or the lapse of time, or both, would constitute an event of default) with respect to any such Subordinated Debt or other Indebtedness.

4.5 Collateral Warranties and Covenants.

(a) Accounts Warranties and Covenants. (i) Except as otherwise disclosed to Lender in writing, as to the Accounts of each Loan Party, whether now existing or hereafter arising, such Loan Party represents and warrants that: at the time of its creation, such Account is a valid, bona fide obligation, representing an undisputed indebtedness incurred by the applicable Account Debtor (and any other Person obligated on such Account) for property actually sold and delivered or for services completely rendered; such Account does not represent a sale to a Subsidiary or an Affiliate of any Loan Party, or a consignment, sale or return or a bill and hold transaction; the amount represented by such Loan Party to Lender as owing by each applicable Account Debtor (and by each of the other Persons obligated on such Account) is, or will be, the correct amount actually and unconditionally owing, no agreement exists permitting any other deduction or discount; such Loan Party is the lawful owner of such Account and has the right to assign the same to Lender; such Account is free of all Liens, other than those in favor of Lender and Permitted Encumbrances, and such Account constitutes, the legally valid and binding obligation of the applicable Account Debtor (and any other Person obligated on such Account) and is due and payable in accordance with its terms.

(ii) Each Loan Party shall, at its own expense: (A) cause all invoices evidencing such Loan Party's Accounts, and all copies thereof, to bear a notice that such invoices are payable to the lockboxes established in accordance with subsection 4.22 and (B) use all commercially reasonable efforts to assure prompt payment of all amounts due or to become due under such Accounts. Each Loan Party will immediately notify Lender in the event that any Account Debtor of any of its Accounts (or any other Person obligated on an Account of such Loan Party) alleges any dispute or claim with respect to such Account or of any other circumstances known to any Loan Party that may impair the validity or collectibility of any such Account. Lender, or its designee, shall have the right, at any time or times hereafter, to verify the validity, amount or any other matter relating to any Account of a Loan Party, by mail, telephone or in person. After the occurrence and during the continuation of a Default or an Event of Default: (i) no Loan Party shall, without the prior consent of Lender, adjust, settle or compromise the amount or payment of any of its Accounts, or release wholly or partly any Account Debtor of any of its Accounts (or any other Person obligated on any of its Accounts), or allow any credit or discount thereon, and (ii) Lender shall have the right at any time (A) to exercise the rights of each Loan Party, with respect to the obligation of the Account Debtor of any of such Loan Party's Accounts (or any other Person obligated on the Accounts of such Loan Party) to make payment or otherwise render performance to such Loan Party, and with respect to any property that secures the obligations of such Account Debtor or of any such other Person obligated on such Account; and (B) to adjust, settle or compromise the amount or payment of any such Account or release wholly or partly any Account Debtor or obligor thereunder or allow any credit or discount thereon.

(b) Equipment Warranties and Covenants. Each Loan Party has maintained and shall cause all of its Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall promptly make or cause to be made all repairs, replacements, and other improvements in connection therewith that are necessary or desirable to such end. No Loan Party's Equipment is covered by any certificate of title and each Loan Party shall promptly

notify Lender to the extent such Loan Party obtains any Equipment (other than motor vehicles not having a market value in excess of $50,000 in the aggregate) covered by any certificate of title. Upon request of Lender, each Loan Party shall promptly deliver to Lender any and all certificates of title, applications for title or similar evidence of ownership of all of its Equipment and shall cause Lender to be named as lienholder on any such certificate of title or other evidence of ownership. Each Loan Party shall promptly inform Lender of any additions to or deletions from its Equipment and shall not permit any such items to become Fixtures to real estate other than real estate subject to mortgages or deeds of trust in favor of Lender.

(c) Chattel Paper Warranties and Covenants. As of the Closing Date, no Loan Party holds any Chattel Paper or anticipates holding any Chattel Paper in the ordinary course of its business. To the extent any Loan Party holds or obtains any Chattel Paper, such Loan Party will promptly (i) deliver to Lender all Tangible Chattel Paper of such Loan Party duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Lender and (ii) provide Lender with Control of all Electronic Chattel Paper of such Loan Party, by having Lender identified as the assignee of the Records(s) pertaining to the single authoritative copy thereof and otherwise complying with the applicable elements of Control set forth in the UCC. Each Loan Party will also deliver to Lender all security agreements securing any Chattel Paper of such Loan Party and execute UCC financing statement amendments assigning to Lender any UCC financing statements filed by such Loan Party in connection with such security agreements. Each Loan Party will mark conspicuously all Chattel Paper of such Loan Party with a legend, in form and substance satisfactory to Lender, indicating that such Chattel Paper is subject to the Lien of Lender.

(d) Documents Warranties and Covenants. Each Loan Party shall deliver to Lender all Collateral consisting of negotiable Documents (in each case, accompanied by instruments of transfer executed in blank) promptly after such Loan Party receives the same.

(e) Instruments Warranties and Covenants. Each Loan Party will deliver to Lender all Instruments it holds or obtains duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Lender. Each Loan Party will also deliver to Lender all security agreements securing any of such Loan Party's Instruments and execute UCC financing statement amendments assigning to Lender any UCC financing statements filed by such Loan Party in connection with such security agreements.

(f) Investment Property Warranties and Covenants. Each Loan Party will take any and all actions necessary (or required or requested by Lender), from time to time, to (i) cause Lender to obtain exclusive Control of any Investment Property owned by any Loan Party in a manner acceptable to Lender and (ii) obtain from any issuers of such Investment Property, for the benefit of Lender, written confirmation of Lender's Control over such Investment Property upon terms and conditions acceptable to Lender.

(g) Letters of Credit Warranties and Covenants. If requested by Lender, each Loan Party will deliver to Lender all Letters of Credit under which it is the beneficiary or is otherwise entitled to receive proceeds duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Lender. Each Loan Party will also deliver to Lender all security agreements securing any such Letters of Credit

and execute UCC financing statement amendments assigning to Lender any UCC financing statements filed by such Loan Party in connection with such security agreements. Each Loan Party will take any and all actions necessary (or required or requested by Lender), from time to time, to cause Lender to obtain exclusive Control of any Letter-of-Credit Rights owned by such Loan Party in a manner acceptable to Lender.

(h) General Intangibles Warranties and Covenants. Each Loan Party shall use all commercially reasonable efforts to obtain any consents, waivers or agreements necessary to enable Lender to exercise remedies hereunder and under the other Loan Documents with respect to any of such Loan Party's rights under any General Intangibles, including such Loan Party's rights as a licensee of computer software.

(i) Intellectual Property Warranties and Covenants. Each Loan Party owns, is licensed to use or otherwise has the right to use, all Intellectual Property used in or necessary for the conduct of its business as currently conducted, and all such Intellectual Property is identified on Schedule [ ]. There are no restrictions on any Loan Party's rights to create a Lien in such Intellectual Property nor in Lender's right to perfect and enforce such Lien. Each Loan Party shall concurrently herewith deliver to Lender each Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement as may be necessary or desirable to further evidence or perfect Lender's security interest in the Intellectual Property of such Loan Party, together with all other documents, instruments and other items as may be necessary for Lender to file such agreements with the U.S. Copyright Office and the U.S. Patent and Trademark Office. The Copyrights, Patents and Trademarks listed on the respective schedules to the Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements constitute all of the Patents, Trademarks and government registered Copyrights owned by the Loan Parties. If, before the Obligations are indefeasibly paid in full, in cash, any Loan Party acquires or becomes entitled to any new or additional Patents, Trademarks or federally registered Copyrights, or rights thereto, such Loan Party shall give to Lender prompt written notice thereof, and shall amend the schedules to the respective security agreements or enter into new or additional security agreements to include any such new Patents, Trademarks or government registered Copyrights. Each Loan Party shall: (a) prosecute diligently any copyright, patent or trademark application at any time pending; (b) make application for registration or issuance of all new Copyrights, Patents and Trademarks as reasonably deemed appropriate by such Loan Party; (c) preserve and maintain all rights in the Intellectual Property of such Loan Party; and (d) use its best efforts to obtain any consents, waivers or agreements necessary to enable Lender to exercise its remedies with respect to the Intellectual Property of such Loan Party. No Loan Party shall abandon any material right to file a copyright, patent or trademark application, nor shall any Loan Party abandon any material pending copyright, patent or trademark application, or Copyright, Patent or Trademark without the prior written consent of Lender. All government registered Intellectual Property owned by any Loan Party is valid, subsisting and enforceable and all filings necessary to maintain the effectiveness of such registrations have been made. The execution, delivery and performance of this Agreement by each Loan Party will not violate or cause a default under any of the Intellectual Property of any Loan Party or any agreement in connection therewith.

(j) Commercial Tort Claims Warranties and Covenants. Except for matters disclosed on Schedule [ ], no Loan Party owns any Commercial Tort Claims. Each Loan Party

shall advise Lender promptly upon such Loan Party's becoming aware that it owns any additional Commercial Tort Claims. With respect to any new Commercial Tort Claim, the Loan Party which is the owner thereof will execute and deliver such documents as Lender deems necessary to create, perfect and protect Lender's security interest in such Commercial Tort Claim.

(k) Deposit Accounts; Bank Accounts Warranties and Covenants. Schedule [__] sets forth the account numbers and locations of all Deposit Accounts or other bank accounts of each Loan Party. No Loan Party shall establish any new Deposit Account or other bank accounts, or amend or terminate any Blocked Account or lockbox agreement without Lender's prior written consent.

(l) Bailees. Except as disclosed on Schedule [__], none of the Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor. No Collateral shall at any time be in the possession or control of any warehouse, bailee or any of any Loan Party's agents or processors without Lender's prior written consent and unless Lender, if Lender has so requested, has received warehouse receipts or bailee lien waivers satisfactory to Lender prior to the commencement of such possession or control. If any Collateral is at any time in the possession or control of any warehouse, bailee or any of any Loan Party's agents or processors, the applicable Loan Party shall, upon the request of Lender, notify such warehouse, bailee, agent or processor of the Liens in favor of Lender created hereby, shall instruct such Person to hold all such Collateral for Lender's account subject to Lender's instructions, and shall obtain such Person's acknowledgement that it is holding the Collateral for Lender's benefit.

(m) Collateral Description; Use of Collateral. Each Loan Party will furnish to Lender, from time to time upon request, statements and schedules further identifying, updating, and describing the Collateral and such other information, reports and evidence concerning the Collateral, as Lender may reasonably request, all in reasonable detail. No Loan Party will use or permit any Collateral to be used unlawfully or in violation of any provision of applicable law, or any policy of insurance covering any of the Collateral.

(n) Collateral Filing Requirements; Collateral Records. None of the Collateral is of a type in which Liens may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation except for Collateral described on Schedule [__] or the schedules to any Copyright Security Agreement, the Patent Security Agreement and the Trademark Security Agreement. Each Loan Party shall promptly notify Lender in writing upon acquiring any interest hereafter in Collateral that is of a type where a Lien may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation. Each Loan Party shall keep full and accurate books and records relating to the Collateral and shall stamp or otherwise mark such books and records in such manner as Lender may reasonably request to indicate Lender's Liens in the Collateral.

(o) Lender Authorized. Each Loan Party hereby authorizes and, until such time as the Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made) are indefeasibly paid in full, in cash, shall continue to authorize Lender to file one or more financing or continuation statements, and amendments thereto (or similar documents required by any laws of any applicable jurisdiction), relating to all

or any part of the Collateral without the signature of any Loan Party and hereby specifically ratifies all such actions previously taken by Lender.

(p) Conflict with W/C Lender Intercreditor Agreement. If the rights of the W/C Lender, or the obligations of a Loan Party, with respect to the W/C Lender Collateral under the W/C Lender Intercreditor Agreement conflict with such Loan Party's covenants under this subsection 4.5, then, to the extent of such conflict, the provisions of the W/C Lender Intercreditor Agreement shall govern.

(q) Conflict with SCHI Subordination Agreement. If the rights of Agent, or the obligations of a Loan Party, with respect to the Agent Collateral under the SCHI Subordination Agreement conflict with such Loan Party's covenants under this subsection 4.5, then, to the extent of such conflict, the provisions of the SCHI Subordination Agreement shall govern.

4.6 Names and Locations. Schedule [__] sets forth (a) the name of (within the meaning of Section 9-503 of the UCC) of each Loan Party, (b) all other names (including trade names, fictitious names and business names) under which each Loan Party currently conducts business, or has at any time during the past five years conducted business, (c) the name of any entity which any Loan Party has acquired in whole or in part or from whom any Loan Party has acquired a significant amount of assets within the past five years, (d) the type of entity of each Loan Party, (e) each Loan Party's organizational identification number or a specific designation that one does not exist, (f) the state or other jurisdiction of organization or formation for each Loan Party, (g) the location of each Loan Party's chief executive office and principal place of business, (h) the location of all other offices of each Loan Party, (i) the location of all warehouses and premises where Collateral is stored or located (designating inventory and equipment locations and indicating between owned, leased, warehouse, storage, and processor locations) and (j) the location of each Loan Party's books and records. The locations designated on Schedule [__] are each Loan Party's sole locations for their respective businesses and the Collateral. Each Loan Party will give Lender at least thirty (30) days advance written notice of any: (a) change of name or of any new trade name or fictitious business name of such Loan Party, (b) change of principal place of business of such Loan Party, (c) change in the location of such Loan Party's books and records or the Collateral, (d) new location for such Loan Party's books and records or the Collateral, or (e) changes in any Loan Party's state or other jurisdiction of organization or its organizational identification number.

4.7 Title to Properties; Liens. The Loan Parties have good, sufficient and legal title to all of the Collateral (and any other material properties and assets of the Loan Parties, if any) and will have good, sufficient and legal title of all after-acquired Collateral (and any other after-acquired material properties and assets of the Loan Parties, if any), in each case, free and clear of all Liens except for the Permitted Encumbrances. Lender has a valid, perfected and, except for Liens set forth in clauses (a), (b), (c), (d), (e), (g) and (i) and (j) of the definition of Permitted Encumbrances, first priority Liens in the Collateral, securing the payment of the Obligations, and such Liens are entitled to all of the rights, priorities and benefits afforded by the UCC or other applicable law as enacted in any relevant jurisdiction which relates to perfected Liens.

4.8 Litigation; Adverse Facts. There are no judgments outstanding against any Loan Party or affecting any property of any Loan Party nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation or arbitration now pending or, to the best knowledge of any Loan Party after due inquiry, threatened in writing against or affecting any Loan Party or any property of any Loan Party which could reasonably be expected to result in any Material Adverse Effect. Promptly upon any officer of any Loan Party obtaining knowledge of (a) the institution of any action, suit, proceeding, governmental investigation or arbitration against or affecting any Loan Party or any property of any Loan Party not previously disclosed by any Loan Party to Lender or (b) any material development in any action, suit, proceeding, governmental investigation or arbitration at any time pending against or affecting any Loan Party or any property of any Loan Party which could reasonably be expected to have a Material Adverse Effect, the Loan Parties will promptly give notice thereof to Lender and provide such other information as may be reasonably available to enable Lender and its counsel to evaluate such matter.

4.9 Payment of Taxes. All material tax returns and reports of each Loan Party required to be filed by such Loan Party have been timely filed and are complete and accurate in all material respects. All taxes, assessments, fees and other governmental charges which are due and payable by any Loan Party have been paid when due except for the unpaid real estate taxes set forth on Schedule [ ]; provided that no such tax need be paid if a Loan Party is contesting same in good faith by appropriate proceedings promptly instituted and diligently conducted and if such Loan Party has established appropriate reserves as shall be required in conformity with GAAP. As of the Closing Date, none of the income tax returns of any Loan Party are under audit and each Loan Party shall promptly notify Lender in the event that any of such Loan Party's tax returns become the subject of an audit. No tax liens have been filed against any Loan Party. The charges, accruals and reserves on the books of each Loan Party in respect of any taxes or other governmental charges are in accordance with GAAP. Each Loan Party has executed United States of America Internal Revenue Service ("**IRS**") Form 8821 designating Lender as such Loan Party's appointee to receive directly from the IRS, on an ongoing basis, certain tax information, notices and other written communication and each Loan Party authorizes Lender to file such Form 8821 with the IRS. The Loan Parties' federal tax identification numbers are set forth on the signature pages hereto.

4.10 Performance of Agreements. None of the Loan Parties is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of any such Person, and no condition exists that, with the giving of notice or the lapse of time or both, would constitute such a default. Each Loan Party shall promptly notify Lender of (a) the occurrence of any default or breach under any material contractual obligation of any Loan Party, (b) the termination of any material contractual obligation of any Loan Party, or (c) the amendment or modification of any material contractual obligation of any Loan Party.

4.11 Employee Benefit Plans. Except as set forth on Schedule 4.11, each Loan Party and each ERISA Affiliate is in compliance, and will continue to remain in compliance, in all material respects with all applicable provisions of ERISA, the IRC and all other applicable laws and the regulations and interpretations thereof with respect to all Employee Benefit Plans. No material liability has been incurred by any Loan Party or any ERISA Affiliate which remains

unsatisfied for any funding obligation, taxes or penalties with respect to any Employee Benefit Plan. No Loan Party shall establish any new Employee Benefit Plan or amend any existing Employee Benefit Plan if the liability or increased liability resulting from such establishment or amendment is material.

4.12 Broker's Fees. No broker's or finder's fee or commission will be payable with respect to any of the transactions contemplated hereby except as set forth in Section 9.1 of the Settlement Agreement and as set forth on Schedule 4.12 hereto.

4.13 Environmental Compliance. Each Loan Party is and shall continue to remain in compliance with all applicable Environmental Laws. There are no claims, liabilities, Liens, investigations, litigation, administrative proceedings, whether pending or threatened, or judgments or orders relating to any Hazardous Materials asserted or threatened against any Loan Party or relating to any real property currently or formerly owned, leased or operated by any Loan Party.

4.14 Solvency. From and after the date of this Agreement, the Loan Parties taken as a whole: (a) own assets the fair saleable value of which are greater than the total amount of their liabilities (including contingent liabilities); (b) have capital that is not unreasonably small in relation to their business as presently conducted or any contemplated or undertaken transaction; and (c) do not intend to incur and do not believe that they will incur debts beyond their ability to pay such debts as they become due.

4.15 Disclosure. No representation or warranty of Borrower or any other Loan Party contained in this Agreement, the financial statements to be delivered hereunder, the other Loan Documents, or any other document, certificate or written statement furnished to Lender by or on behalf of any Loan Party for use in connection with the Loan Documents contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made. There is no material fact known to any Loan Party that has had or could have a Material Adverse Effect and that has not been disclosed herein or in the other Loan Documents.

4.16 Insurance. Each Loan Party maintains and shall continue to maintain adequate insurance policies and shall provide Lender with evidence of such insurance coverage for public liability, property damage, product liability, and business interruption with respect to its business and properties against loss or damage of the kinds customarily carried or maintained by corporations of established reputation engaged in similar businesses and in amounts acceptable to Lender. Each Loan Party shall cause Lender at all times be named as loss payee on all insurance policies relating to any Collateral and shall cause Lender at all times be named as additional insured under all liability policies, in each case pursuant to appropriate endorsements in form and substance satisfactory to Lender and shall collaterally assign to Lender as security for the payment of the Obligations all business interruption insurance of such Loan Party. No notice of cancellation has been received with respect to such policies and each Loan Party is in compliance with all conditions contained in such policies. Any proceeds received from any policies of insurance relating to any Collateral shall be applied to the Obligations as set forth in subsection 2.4(e) or subsection 7.6, as applicable. Each Loan Party shall provide Lender

evidence of the insurance coverage and of the assignments and endorsements required by this Agreement immediately upon request by Lender and upon renewal of any existing policy. If any Loan Party elects to change insurance carriers, policies or coverage amounts, such Loan Party shall notify Lender and provide Lender with evidence of the updated insurance coverage and of the assignments and endorsements required by this Agreement. In the event any Loan Party fails to provide Lender with evidence of the insurance coverage required by this Agreement, Lender may, but is not required to, purchase insurance at the Loan Parties' expense to protect Lender's interests in the Collateral. This insurance may, but need not, protect the Loan Parties' interests. The coverage purchased by Lender may not pay any claim made by any Loan Party or any claim that is made against any Loan Party in connection with the Collateral. The Loan Parties may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that the Loan Parties have obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, the Loan Parties will be responsible for the costs of that insurance, including interest thereon and other charges imposed on Lender in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance, and such costs may be added to the Obligations. The costs of the insurance may be more than the cost of insurance that the Loan Parties are able to obtain on their own.

4.17 Compliance with Laws; Government Authorizations; Consents. Except as set forth on Schedule 4.17, no Loan Party is in violation of any law, ordinance, rule, regulation, order, policy, guideline or other requirement of (a) any Governmental Authority in any jurisdiction in which any Loan Party is now doing business, or (b) any Government Authority otherwise having jurisdiction over the conduct of any Loan Party or any of their respective businesses, or the ownership of any of their respective properties, which violation would subject any Loan Party, or any of their respective officers to criminal liability or have a Material Adverse Effect, and no such violation has been alleged. The Loan Parties will comply with the requirements of all applicable laws, ordinances, rules, regulations, orders, policies, guidelines or other requirements of (a) any Governmental Authority as now in effect and which may be imposed in the future in all jurisdictions in which any Loan Party is now doing business or may hereafter be doing business, and (b) any government authority otherwise having jurisdiction over the conduct of any Loan Party or any of their respective businesses, or the ownership of any of their respective properties, except to the extent that noncompliance therewith would not have a Material Adverse Effect. No authorization, approval or other action by, and no notice to or filing with, any domestic or foreign Governmental Authority or regulatory body or consent of any other Person is required for (a) the grant by the Loan Parties of the Liens granted hereby or for the execution, delivery or performance of this Agreement or the other Loan Documents by any Loan Party; (b) the perfection of the Liens granted hereby and pursuant to any other Loan Documents (except for filing UCC financing statements with the appropriate jurisdiction and filing any Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement with the U.S. Copyright Office and the U.S. Patent and Trademark Office, as applicable); or (c) the exercise by Lender of its rights and remedies hereunder (except as may have been taken by or at the direction of any Loan Party or Lender).

4.18 Employee Matters. Except as set forth on Schedule [ ], (a) no Loan Party nor any of such Loan Party's employees is subject to any collective bargaining agreement, (b) no petition for certification or union election is pending with respect to the employees of any Loan Party and no union or collective bargaining unit has sought such certification or recognition with

respect to the employees of any Loan Party and (c) there are no strikes, slowdowns, work stoppages or controversies pending or, to the best knowledge of the Loan Parties after due inquiry, threatened between any Loan Party and its respective employees, other than employee grievances arising in the ordinary course of business, which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Except as set forth on Schedule [ ], no Loan Party is subject to an employment contract.

4.19 Governmental Regulation. None of the Loan Parties is subject to regulation under the Public Utility Holding Company Act of 1935, the Federal Power Act or the Investment Company Act of 1940 or to any federal or state statute or regulation limiting its ability to incur indebtedness for borrowed money.

4.20 Access to Accountants and Management. Each Loan Party hereby authorizes Lender to discuss the financial condition and financial statements of the Loan Parties with Borrower's Accountants upon reasonable notice to Borrower of its intention to do so, and authorizes Borrower's Accountants to respond to all of Lender's inquiries.

4.21 Inspection. Each Loan Party shall permit Lender and any authorized representatives designated by Lender to visit and inspect any of the properties of such Loan Party, including their financial and accounting records, and, in conjunction with such inspection, to make copies and take extracts therefrom, and to discuss their affairs, finances and business with their officers and Borrower's Accountants, at such reasonable times during normal business hours and as often as may be reasonably requested.

4.22 Collection of Accounts and Payments. Each Loan Party shall establish **[or continue to maintain][NOTE: Subject to confirmation of appropriate language in current DACAs]** lockboxes and blocked accounts (collectively, "**Blocked Accounts**") in such Loan Party's name with such banks ("**Collecting Banks**") as are acceptable to Lender (subject to irrevocable instructions acceptable to Lender as hereinafter set forth) to which all Account Debtors or other payment obligors shall directly remit all payments on such Loan Party's Accounts (except for any Accounts that are W/C Lender Collateral) and in which such Loan Party will immediately deposit all payments constituting proceeds of Collateral received by such Loan Party in the identical form in which such payment was made, whether by cash or check. The Collecting Banks shall acknowledge and agree, in a manner reasonably satisfactory to Lender and with the written consent of the applicable Loan Party that (a) all payments made to the Blocked Accounts are the sole and exclusive property of Lender, (b) except with respect to making account adjustments related only to the Blocked Accounts, charging fees and expenses associated with the Blocked Accounts and returned unpaid deposit items associated with the Blocked Accounts, the Collecting Banks have no right to setoff against the Blocked Accounts, (c) except as otherwise permitted under clause (b) of this sentence, the Collecting Banks will not take any Lien in the Blocked Accounts, (d) the Collecting Banks will comply only with instructions originated by Lender directing disposition of the funds in the Blocked Accounts without the further consent of any Loan Party (provided that, until written notice from Lender to a Collecting Bank (a copy of which shall be provided to Borrower) following the occurrence and during the continuation of an Event of Default (a "**Notice of Exclusive Control**"), such Collecting Bank shall comply with instructions, regarding disposition of the funds in such account, originated by the Loan Party in whose name such account is held) and (e) following the

delivery of a Notice of Exclusive Control, all such payments received will be promptly transferred to Lender's Account. Each Loan Party hereby agrees that all payments made to such Blocked Accounts or otherwise received by Lender and whether on the Accounts (except for any Accounts that are W/C Lender Collateral) or as proceeds of other Collateral or otherwise will be the sole and exclusive property of Lender. Following the delivery of a Notice of Exclusive Control, each Loan Party shall irrevocably instruct each Collecting Bank to promptly transfer all payments or deposits to the Blocked Accounts into Lender's Account, provided that the control agreements relating to the Blocked Account into which Governmental Receivables are deposited may be terminated by Borrower on not less than 30 days' prior written notice to Lender and the Collecting Banks. If any Loan Party or any of its Subsidiaries, Affiliates, employees, agents or any other Persons acting for or in concert with such Loan Party, shall receive any monies, checks, notes, drafts or any other payments relating to and/or proceeds of any Loan Party's Accounts (except for any Accounts that are W/C Lender Collateral) or other Collateral, such Loan Party or such Person shall hold such instrument or funds in trust for Lender, and, immediately upon receipt thereof, shall remit the same or cause the same to be remitted, in kind, to the Blocked Accounts or, following the occurrence and during the continuation of an Event of Default, to Lender at its address set forth in subsection 8.5 below.

4.23 Compliance with Health Care Laws; Permits. Each Loan Party, and any Person acting on such Loan Party's behalf, (a) is in compliance in all material respects with all applicable Health Care Laws, and (b) has in effect all material Permits necessary for it to own, lease or operate its properties and other assets and to carry on its business and operations, including its provision of professional services, as presently conducted.

4.24 Billing. Each Loan Party has the requisite provider number or other Permit to bill the Medicare program (to the extent such entity participates in the Medicare program), the respective Medicaid program in the state or states in which the entity operates, and all other Third Party Payor Programs, including but not limited to Capitated Contracts with managed care organizations, that such Loan Party currently bills. There is no investigation, audit, claim review, or other action pending, or to the knowledge of any Loan Party, threatened which could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of any Third Party Payor provider number or result in any Loan Party's exclusion from any Third Party Payor Program. Except as set forth on Schedule [ ] and except for offsets (asserted or otherwise), overdue or delinquent liabilities or Indebtedness, settlements of overpayments on cost reports or any other billings or receipts, all in the aggregate amount not exceeding $500,000 in any fiscal year made in the ordinary course of Loan Parties' business and without allegation of intentionally misleading or fraudulent actions or fraudulent omissions on the part of any Loan Party, no Loan Party has billed or received any payment or reimbursement in excess of amounts allowed by any Health Care Law or other law.

4.25 Compliance. The Loan Parties maintain a Compliance Program and are in material compliance with such Compliance Program.

4.26 Amendment of Schedule. Borrower may amend any one or more of the Schedules referred in this Section 4 (subject to prior notice to Lender, as applicable) and any representation, warranty, or covenant contained herein which refers to any such Schedule shall from and after the date of any such amendment refer to such Schedule as so amended; provided

however, that in no event shall the amendment of any such Schedule constitute a waiver by Lender of any Default or Event of Default that exists notwithstanding the amendment of such Schedule.

SECTION 5

AFFIRMATIVE COVENANTS

Each Loan Party covenants and agrees that, until payment in full, in cash, of all Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made), such Loan Party shall perform all covenants in this Section 5.

5.1 Financial Statements and Other Reports. The Loan Parties will deliver to Lender such financial statements and other reports as are requested by Lender from time to time promptly upon such request.

5.2 Maintenance of Properties. Each Loan Party will maintain or cause to be maintained in good repair, working order and condition all material properties used in the business of such Loan Party and will make or cause to be made all appropriate repairs, renewals and replacements thereof.

5.3 Further Assurances. Each Loan Party shall, from time to time, execute such guaranties, financing or continuation statements, documents, security agreements, reports and other documents or deliver to Lender such instruments, certificates of title, mortgages, deeds of trust, or other documents as Lender at any time may reasonably request to evidence, perfect or otherwise implement the guaranties and security for repayment of the Obligations provided for in the Loan Documents.

5.4 Mortgages. Schedule [ ] sets forth all real property owned or leased by each Loan Party, if any. The Loan Parties shall as promptly as possible upon request from Lender (and in any event within sixty (60) days after such request) deliver to Lender a fully executed Mortgage, in form and substance satisfactory to Lender, with respect to any real property now or hereafter owned or leased by any Loan Party and designated by Lender to be encumbered with a Mortgage, together with (1) an ALTA lender's title insurance policy insuring such Mortgage in form and substance and in amounts and with such endorsements as are reasonably satisfactory to Lender and (2) in the case of any leasehold Mortgage, such estoppel letters, consents and waivers and non-disturbance agreements from the landlords and holders of mortgages or deeds of trust on the real property encumbered thereby as may be reasonably requested by Lender.

5.5 Use of Proceeds and Margin Security. Borrower has used (and shall continue to use) the proceeds of the Loan for proper business purposes consistent with all applicable laws, statutes, rules and regulations. No portion of the proceeds of the Loan has been or shall be used for the purpose of purchasing or carrying margin stock within the meaning of Regulation U of the Federal Reserve Board, or in any manner that might cause the borrowing or the application of such proceeds to violate Regulation T or Regulation X of the Federal Reserve Board or any other regulation of the Federal Reserve Board or to violate the Exchange Act.

SECTION 6

NEGATIVE COVENANTS

Each Loan Party covenants and agrees that until indefeasible payment in full, in cash, of all Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made), such Loan Party shall not:

6.1 Indebtedness and Liabilities. Directly or indirectly create, incur, assume, guaranty, or otherwise become or remain directly or indirectly liable, on a fixed or contingent basis, with respect to any Indebtedness except: (a) the Obligations; (b) intercompany Indebtedness, among Borrower and its Subsidiaries; provided that such Indebtedness is, or upon request of Lender will be, subordinated in right of payment to the Obligations; (c) the Subordinated Debt; (d) Indebtedness in favor of the W/C Lender under the W/C Loan Documents, (e) Indebtedness arising under, and any obligations securing, the Secured Note; (f) any obligation of a Loan Party to perform, or provide collateral to Agent to secure, the obligations of the Principals under the Personal Guarantees; (g) the obligations of Borrower under the Consulting Agreements and (h) Indebtedness existing on the Closing Date and identified on Schedule [__]. No Loan Party shall incur any Liabilities except for Indebtedness permitted herein, normal accruals in the ordinary course of business not yet due and payable or with respect to which the applicable Loan Party is contesting in good faith the amount or validity thereof by appropriate proceedings and then only to the extent that such Loan Party has established adequate reserves therefor under GAAP, and trade payables incurred in the ordinary course of business not exceeding $[_____] at any one time.

6.2 Guaranties. Guaranty, endorse, or otherwise in any way become or be responsible for any obligations of any other Person, whether directly or indirectly, except for (a) guaranties of the Obligations or the Subordinated Debt, (b) any obligation of a Loan Party to perform, or provide collateral to Agent to secure, the obligations of the Principals under the Personal Guarantees, (c) guaranty obligations under the Agent Security Agreement and (d) endorsements of instruments or items of payment for collection in the ordinary course of business.

6.3 Transfers, Liens and Related Matters.

(a) Transfers. Sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to any of the Collateral or the assets of any Loan Party, except that each Loan Party may in the ordinary course of its business, sell Inventory to a Buyer in Ordinary Course of Business and license a General Intangible to a Licensee in Ordinary Course of Business.

(b) Liens. Except for Permitted Encumbrances, directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to any of the Collateral or the assets of any Loan Party or any proceeds, income or profits therefrom.

6.4 Investments and Loans. Make or permit to exist investments in or loans to any other Person, except for: (1) Cash Equivalents and (2) the equity interests of Borrower in the direct or indirect Subsidiaries of Borrower existing on the Closing Date.

6.5 Restriction on Fundamental Changes. Except as permitted by that certain Amended and Restated Stockholders Agreement dated of even date herewith by and among Borrower, SCHI, the Principals, the Spouses and Dawson: (a) Enter into any transaction of merger or consolidation; (b) liquidate, wind-down or dissolve itself (or suffer any liquidation or dissolution); (c) except pursuant to the exercise of remedies under the Loan Documents, convey, sell, lease, sublease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any substantial part of its business or assets, or the capital stock of any of its Subsidiaries, whether now owned or hereafter acquired; or (d) acquire by purchase or otherwise all or any substantial part of the business or assets of, or stock or other beneficial ownership of, any Person.

6.6 Conduct of Business. From and after the Closing Date, engage in any business other than businesses of the type engaged in by such Loan Party on the Closing Date.

SECTION 7

DEFAULT, RIGHTS AND REMEDIES

7.1 Event of Default. "**Event of Default**" shall mean the occurrence or existence of any one or more of the following (for each subsection a different grace or cure period may be specified, if no grace or cure period is specified, such occurrence or existence constitutes an immediate Event of Default):

(a) Payment. Failure to make payment of any of the Obligations when due; or

(b) Default in Other Agreements. (1) any event of default under the Subordinated Debt Documents, (2) any failure of any Loan Party to pay when due any principal or interest on any Indebtedness (other than the Obligations), or (3) any breach or default of any Loan Party with respect to any Indebtedness (other than the Obligations); if such failure to pay, breach or default entitles the holder to cause such Indebtedness having an individual principal amount in excess of $100,000 or having an aggregate principal amount in excess of $250,000 to become or be declared due prior to its stated maturity; or

(c) Breach of Certain Provisions. Failure of any Loan Party to perform or comply with any term or condition contained in subsections 5.3 or 5.4, or in Sections 4 or 6; or

(d) Breach of Warranty. Any representation, warranty, certification or other statement made by any Loan Party in any Loan Document or in any statement or certificate at any time given by such Person in writing pursuant to or in connection with any Loan Document is false in any material respect on the date made; or

(e) Other Defaults Under Loan Documents. Borrower or any other Loan Party defaults in the performance of or compliance with any term contained in this Agreement other than those otherwise set forth in this subsection 7.1, or defaults in the performance of or compliance with any term contained in the other Loan Documents and such default is not remedied or waived within ten (10) days after written notice from Lender to Borrower of such default; or

(f) Change in Control. Borrower ceases to beneficially own and control, directly or indirectly, at least 100% of the issued and outstanding shares of each class of capital stock (or other equivalent equity interests) of each Person that is a Loan Party on the Closing Date or which hereafter is added as a Loan Party; or

(g) Involuntary Bankruptcy; Appointment of Receiver, etc. (1) A court enters a decree or order for relief with respect to any Loan Party or any of its Subsidiaries in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed or other similar relief is not granted under any applicable federal or state law; or (2) the continuance of any of the following events for sixty (60) days unless dismissed, bonded or discharged: (a) an involuntary case is commenced against any Loan Party or any of its Subsidiaries, under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (b) a receiver, liquidator, sequestrator, trustee, custodian or other fiduciary having similar powers over any Loan Party or any of its Subsidiaries, or over all or a substantial part of their respective property, is appointed; or

(h) Voluntary Bankruptcy; Appointment of Receiver, etc. (1) Any Loan Party or any of its Subsidiaries commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law or consents to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or (2) any Loan Party or any of its Subsidiaries makes any assignment for the benefit of creditors; or (3) the board of directors of any Loan Party or any of its Subsidiaries adopts any resolution or otherwise authorizes action to approve any of the actions referred to in this subsection 7.1(h); or

(i) Liens. Any lien, levy or assessment is filed or recorded with respect to or otherwise imposed upon all or any part of the Collateral or the assets of any Loan Party by the United States or any department or instrumentality thereof or by any state, county, municipality or other governmental agency (other than Permitted Encumbrances) and such lien, levy or assessment is not stayed, vacated, paid or discharged within ten (10) days; or

(j) Judgment and Attachments. Any money judgment, writ or warrant of attachment, or similar process involving (1) an amount in any individual case in excess of $250,000 or (2) an amount in the aggregate at any time in excess of $500,000 (in either case not adequately covered by insurance as to which the insurance company has acknowledged coverage) is entered or filed against any Loan Party or any of their respective assets and remains undischarged, unvacated, unbonded or unstayed for a period of thirty (30) days, but in any event not later than five (5) days prior to the date of any proposed sale thereunder; or

(k) Dissolution. Any order, judgment or decree is entered against any Loan Party decreeing the dissolution or split up of such Loan Party and such order remains undischarged or unstayed for a period in excess of twenty (20) days, but in any event not later than five (5) days prior to the date of any proposed dissolution or split up; or

(l) Solvency. The Loan Parties taken as a whole cease to be solvent (as represented by the Loan Parties in subsection 4.14) or admit in writing their present or prospective inability to pay their debts as they become due; or

(m) Injunction. Any Loan Party is enjoined, restrained or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business and such order continues for thirty (30) days or more; or

(n) Invalidity of Loan Documents. Any of the Loan Documents for any reason, other than a partial or full release in accordance with the terms thereof, ceases to be in full force and effect or is declared to be null and void, or any Loan Party denies that it has any further liability under any Loan Documents to which it is party, or gives notice to such effect; or

(o) Failure of Security. Lender does not have or ceases to have a valid and perfected first priority security interest in the Collateral (subject to clauses (a), (b), (c), (d), (e), (g) and (i) and (j) of the definition of Permitted Encumbrances), in each case, for any reason other than the failure of Lender to take any action within its control; or

(p) Damage, Strike, Casualty. Any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than ten (10) consecutive days beyond the coverage period of any applicable business interruption insurance, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party if any such event or circumstance could reasonably be expected to have a Material Adverse Effect; or

(q) Licenses and Permits. The loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by any Loan Party, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect; or

(r) Forfeiture. There is filed against any Loan Party any civil or criminal action, suit or proceeding under any federal or state racketeering statute (including, without limitation, the Racketeer Influenced and Corrupt Organization Act of 1970), which action, suit or proceeding (1) is not dismissed within one hundred twenty (120) days; and (2) could reasonably be expected to result in the confiscation or forfeiture of any material portion of the Collateral.

7.2 Acceleration. Upon the occurrence of any Event of Default described in the foregoing subsections 7.1(g) or 7.1(h), all Obligations shall automatically become immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by each Loan Party. Upon the occurrence and during the continuance of any other Event of Default, Lender may, by written notice to Borrower, declare all or any portion of the Obligations to be, and the same shall forthwith become, immediately due and payable.

7.3 Remedies. If any Event of Default shall have occurred and be continuing, in addition to and not in limitation of any other rights or remedies available to Lender at law or in equity, Lender may exercise in respect of the Collateral, in addition to all other rights and

remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and may also (a) require the Loan Parties to, and each Loan Party hereby agrees that it will, at its expense and upon request of Lender forthwith, assemble all or part of the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties; (b) withdraw all cash in the Blocked Accounts and apply such monies in payment of the Obligations in the manner provided in subsection 7.6; and (c) without notice or demand or legal process, enter upon any premises of any Loan Party and take possession of the Collateral. Each Loan Party agrees that, to the extent notice of sale of the Collateral of such Loan Party or any part thereof shall be required by law, at least ten (10) days notice to such Loan Party of the time and place of any public disposition or the time after which any private disposition (which notice shall include any other information required by law) is to be made shall constitute reasonable notification. At any disposition of the Collateral (whether public or private), if permitted by law, Lender may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase, lease, or licensing of the Collateral or any portion thereof for the account of Lender. Lender shall not be obligated to make any disposition of Collateral regardless of notice of disposition having been given. The Loan Parties shall remain liable for any deficiency. Lender may adjourn any public or private disposition from time to time by announcement at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned. Lender is not obligated to make any representations or warranties in connection with any disposition of the Collateral. To the extent permitted by law, each Loan Party hereby specifically waives all rights of redemption, stay or appraisal, which it has or may have under any law now existing or hereafter, enacted. Lender shall not be required to proceed against any Collateral but may proceed against any Loan Party directly.

7.4 Appointment of Attorney-in-Fact. Each Loan Party hereby constitutes and appoints Lender as such Loan Party's attorney-in-fact with full authority in the place and stead of such Loan Party and in the name of such Loan Party, Lender or otherwise, from time to time in Lender's discretion while an Event of Default is continuing to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including: (a) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (b) to enforce the obligations of any Account Debtor or other Person obligated on the Collateral and enforce the rights of any Loan Party with respect to such obligations and to any property that secures such obligations; (c) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of or to preserve the value of any of the Collateral or otherwise to enforce the rights of Lender with respect to any of the Collateral; (d) to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender in its sole discretion, and such payments made by Lender to become Obligations, due and payable immediately without demand; (e) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper or General Intangibles and other Documents relating to the Collateral; and (f) generally to take any act required of any Loan Party under Section 4 or Section 5 of this Agreement, and to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though

Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and the Loan Parties' expense, at any time or from time to time, all acts and things that Lender deems necessary to protect, preserve or realize upon the Collateral. Each Loan Party hereby ratifies and approves all acts of Lender made or taken pursuant to this subsection 7.4. The appointment of Lender as each Loan Party's attorney and Lender's rights and powers are coupled with an interest and are irrevocable until indefeasible payment in full, in cash, of all Obligations.

7.5 Limitation on Duty of Lender with Respect to Collateral. Beyond exercising reasonable care in the custody and preservation thereof, Lender shall have no duty with respect to any Collateral in its possession (or in the possession of any agent or bailee) or with respect to any income thereon or the preservation of rights against prior parties or any other rights pertaining thereto. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Lender accords its own property. Lender shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouse, carrier, forwarding agency, consignee, broker or other agent or bailee selected by any Loan Party or selected by Lender in good faith.

7.6 Application of Proceeds. Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, (a) each Loan Party irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Lender from or on behalf of any Loan Party, and Lender shall have the continuing and exclusive right to apply and to reapply any and all payments received at any time or times after the occurrence and during the continuance of an Event of Default against the Obligations in such manner as Lender may deem advisable notwithstanding any previous application by Lender and (b) in the absence of a specific determination by Lender with respect thereto, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied: first, to all fees, costs and expenses incurred by or owing to Lender with respect to this Agreement, the other Loan Documents or the Collateral; second, to accrued and unpaid interest on the Obligations (including any interest which but for the provisions of any bankruptcy or insolvency law would have accrued on such amounts); third, to the principal amounts of the Obligations outstanding; and fourth, to any other Obligations or other obligations or indebtedness of the Loan Parties owing to Lender under the Loan Documents. Any balance remaining shall be delivered to the Loan Parties or to whomever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct.

7.7 License of Intellectual Property. Each Loan Party hereby assigns, transfers and conveys to Lender, effective upon the occurrence of any Event of Default hereunder, the non-exclusive right and license to use all Intellectual Property owned or used by such Loan Party, together with any goodwill associated therewith, all to the extent necessary to enable Lender to realize on the Collateral and any successor or assign to enjoy the benefits of the Collateral. This right and license shall inure to the benefit of all successors, assigns and transferees of Lender and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license is granted free of charge and does not require the consent of any other person.

7.8 Waivers; Non-Exclusive Remedies. No failure on the part of Lender to exercise, and no delay in exercising and no course of dealing with respect to, any right under this Agreement or the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise by Lender of any right under this Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement and the other Loan Documents are cumulative and shall in no way limit any other remedies provided by law.

SECTION 8

MISCELLANEOUS

8.1 Amendments, Waivers and Consents. No amendment, modification, termination or waiver of any provision of this Agreement or any other Loan Document, or consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender and the Loan Parties party to this Agreement, or to such other Loan Document, as applicable. Each amendment, modification, termination, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No amendment, modification, termination, waiver or consent shall be required for Lender to take additional Collateral.

8.2 Assignments; Successors and Assigns. Lender may in its sole discretion assign to any Person all or any part of its rights, and delegate to any Person all or any part of its obligations, under this Agreement or any other Loan Document, including, without limitation, any interest in or obligation under the Loan, in each case without the consent of or prior notice to any Person. Each Loan Party agrees that it will use all commercially reasonable efforts to assist and cooperate with Lender in any manner reasonably requested by Lender to effect an assignment described above, including, without limitation, assistance in the preparation of appropriate disclosure documents or placement memoranda. No Loan Party may assign any of its rights or obligations hereunder without the prior written consent of Lender. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8.3 Expenses and Attorneys' Fees. Borrower agrees to promptly pay all fees, costs and expenses incurred in connection with any matters contemplated by or arising out of this Agreement or the other Loan Documents, including the following, and all such fees, costs and expenses shall be part of the Obligations, payable on demand and secured by the Collateral: (a) fees, costs and expenses incurred by Lender (including attorneys' fees and expenses, the allocated costs of Lender's internal legal staff and fees of environmental consultants, accountants and other professionals retained by Lender) incurred in connection with the examination, review, due diligence investigation, documentation and closing of the financing arrangements evidenced by the Loan Documents; (b) fees, costs and expenses incurred by Lender (including attorneys' fees and expenses, the allocated costs of Lender's internal legal staff and fees of environmental consultants, accountants and other professionals retained by Lender) incurred in connection with the review, negotiation, preparation, documentation, execution, syndication and administration of the Loan Documents, the Loan, and any amendments, waivers, consents, forbearances and other modifications relating thereto or any subordination or intercreditor agreements, including

reasonable documentation charges assessed by Lender for amendments, waivers, consents and any other documentation prepared by Lender's internal legal staff; (c) fees, costs and expenses (including attorneys' fees and allocated costs of internal legal staff) incurred by Lender in creating, perfecting and maintaining perfection of Liens in favor of Lender; (d) fees, costs and expenses, if any, incurred by Lender in connection with forwarding to Borrower the proceeds of the Loan including Lender's standard wire transfer fee; (e) fees, costs, expenses and bank charges, including bank charges for returned checks, incurred by Lender in establishing, maintaining and handling lock box accounts, blocked accounts or other accounts for collection of the Collateral; (f) fees, costs, expenses (including attorneys' fees and allocated costs of internal legal staff) of Lender and costs of settlement incurred in collecting upon or enforcing rights against the Collateral or incurred in any action to enforce this Agreement or the other Loan Documents or to collect any payments due from Borrower or any other Loan Party under this Agreement or any other Loan Document or incurred in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement, whether in the nature of a "workout" or in connection with any insolvency or bankruptcy proceedings or otherwise. If the transactions contemplated hereby are not consummated, all fees, costs and expenses shall be payable in accordance with the Settlement Agreement.

8.4 Indemnity. In addition to the payment of expenses pursuant to subsection 8.3, Borrower agrees to indemnify, pay and hold Lender, and the officers, directors, employees, agents, consultants, auditors, persons engaged by Lender, to evaluate or monitor the Collateral, affiliates and attorneys of Lender (collectively called the "**Indemnitees**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement or the other Loan Documents, the consummation of the transactions contemplated by this Agreement or the other Loan Documents, or the exercise of any right or remedy hereunder or under the other Loan Documents (the "Indemnified Liabilities"); provided that Borrower shall have no obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the gross negligence or willful misconduct of that Indemnitee as determined by a final, non-appealable judgment by a court of competent jurisdiction.

8.5 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below and may be personally served, faxed, telecopied or sent by overnight courier service or United States mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by fax or telecopy, on the date of transmission if transmitted on a Business Day before 4:00 p.m. New York City time or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two (2) days after delivery to such courier properly addressed; or (d) if by U.S. Mail, four (4) Business Days after depositing in the United States mail, with postage prepaid and properly addressed.

If to Borrower or Promise Healthcare, Inc.

any other Loan Party: [_____]
[_____]
[_____]
Fax/Telecopy No.: [(___) ___-____]

With a copy to: [_____]
[_____]
[_____]
[_____]
Fax/Telecopy No.: [(___) ___-____]

If to Lender: Sun Capital Healthcare, Inc.
[_____]
[_____]
[_____]
Fax/Telecopy No.: [(___) ___-____]

With a copy to: Patton Boggs LLP.
2000 McKinney Ave., Suite 1700
Dallas, Texas 75201
Attn: James C. Chadwick, Esq.
Fax/Telecopy No.: (214) 758-1550

The parties hereto may deliver any notices hereunder to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this subsection 8.5.

8.6 Survival of Representations and Warranties and Certain Agreements. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the making of the Loan hereunder. Notwithstanding anything in this Agreement or implied by law to the contrary, the agreements of the parties hereto set forth in subsections 8.3, 8.4, 8.8, 8.12, 8.14, and 8.15 shall survive the payment of the Loan and the termination of this Agreement.

8.7 Indulgence Not Waiver. No failure or delay on the part of Lender or any holder of any Note in the exercise of any power, right or privilege hereunder or under any Note shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

8.8 Marshaling; Payments Set Aside. Lender shall not be under any obligation to marshal any assets in favor of any Loan Party or any other party or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment or payments to Lender or Lender enforces its security interests or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law

or equitable cause, then to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

8.9 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto.

8.10 Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement or the other Loan Documents shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement, or the other Loan Documents.

8.11 Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

8.12 APPLICABLE LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS, EXCEPT TO THE EXTENT ANY SUCH OTHER LOAN DOCUMENT EXPRESSLY SELECTS THE LAW OF ANOTHER JURISDICTION AS GOVERING LAW THEREOF, IN WHICH CASE THE LAW OF SUCH OTHER JURISDICTION SHALL GOVERN.

8.13 No Fiduciary Relationship; No Duty; Limitation of Liabilities.

(a) No Fiduciary Relationship. No provision in this Agreement or in any of the other Loan Documents and no course of dealing between the parties shall be deemed to create any fiduciary duty by Lender to any Loan Party.

(b) No Duty. All attorneys, accountants, appraisers, and other professional Persons and consultants retained by Lender shall have the right to act exclusively in the interest of Lender and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to any Loan Party or any Loan Party's shareholders or any other Person.

(c) Limitation of Liabilities. Neither Lender nor any affiliate, officer, director, shareholder, employee, attorney, or agent of Lender shall have any liability with respect to, and each Loan Party hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by any Loan Party in connection with or arising out of this Agreement or any of the other Loan Documents.

8.14 CONSENT TO JURISDICTION. FOR ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, EACH PARTY HERETO HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF AND NON-EXCLUSIVE VENUE IN THE STATE COURT LOCATED WITHIN THE COUNTY OF PALM BEACH, STATE OF FLORIDA OR THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION.

8.15 WAIVER OF JURY TRIAL. EACH LOAN PARTY AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. EACH LOAN PARTY AND LENDER ACKNOWLEDGE THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH LOAN PARTY AND LENDER WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

8.16 Construction. Each Loan Party and Lender each acknowledge that it has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement and the other Loan Documents with its legal counsel. This Agreement and the other Loan Documents shall be construed as if jointly drafted by the Loan Parties and Lender.

8.17 Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic mail transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

8.18 Confidentiality. Lender agrees to use all commercially reasonable efforts to keep confidential any non-public information delivered to Lender by or on behalf of the Loan Parties pursuant to the Loan Documents and not to disclose such information to Persons other than the following Persons, provided that they are apprised of the Lender's non-disclosure obligations hereunder: Lender's affiliates, officers, directors and employees; or Lender's potential assignees or participants; or Persons employed by or engaged by Lender or Lender's assignees or participants including, without limitation, attorneys, auditors, professional consultants, rating agencies and portfolio management services. The confidentiality provisions contained in this subsection shall not apply to disclosures (a) required to be made by Lender to any regulatory or governmental agency or pursuant to legal process or (b) consisting of general portfolio information that does not identify the Loan Parties. The obligations of Lender under this subsection 8.18 shall supersede and replace the obligations of Lender under any confidentiality agreement in respect of this financing executed and delivered by Lender prior to the date hereof. In no event shall Lender be obligated or required to return any materials furnished by any Loan Party.

Notwithstanding the foregoing, and notwithstanding any other express or implied agreement or understanding to the contrary, each of the parties hereto and their respective employees, representatives, and other agents are authorized to disclose the tax treatment and tax structure of these transactions to any and all persons, without limitation of any kind. Each of the parties hereto may disclose all materials of any kind (including opinions or other tax analyses) insofar as they relate to the tax treatment and tax structure of the transactions contemplated by the Loan Documents. This authorization does not extend to disclosure of any other information including (without limitation) (a) the identities of participants or potential participants in the transactions (b) the existence or status of any negotiations, (c) any pricing other financial information or (d) any other term or detail not related to the tax treatment and tax structure of the transactions contemplated by the Loan Documents.

8.19 Publication. Each Loan Party and Lender shall cooperate in the publication of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement.

SECTION 9

GUARANTY AND CROSS-GUARANTY

9.1 Guaranty and Cross-Guaranty. Each Guarantor hereby agrees that it is jointly and severally liable for, and hereby absolutely and unconditionally guarantees to Lender and its successors and assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of, all Obligations owed or hereafter owing by Borrower and each other Guarantor. Each Guarantor agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 9 will not be discharged until the payment and performance, in full, of the Obligations, and that its obligations under this Section 9 are absolute and unconditional, irrespective of, and unaffected by:

(a) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Agreement, any other Loan Document or any other agreement, document or instrument to which any Loan Party is or may become a party;

(b) the absence of any action to enforce this Agreement (including this Section 9) or any other Loan Document or the waiver or consent by Lender with respect to any of the provisions thereof;

(c) the existence, value or condition of, or failure to perfect, any Lien to secure or security for the Obligations or any action, or the absence of any action, by Lender in respect thereof (including the release of any such Lien or security);

(d) the insolvency of any Loan Party; or

(e) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

Each Guarantor will be regarded, and be in the same position, as principal debtor with respect to the Obligations guaranteed hereunder.

9.2 Waivers by Guarantors.

(a) Each Guarantor expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel Lender to marshal assets or to proceed in respect of the Obligations guaranteed hereunder against Borrower or any other Guarantor, any other party or against any Collateral or other security for the payment and performance of the Obligations before proceeding against, or as a condition to proceeding against, any Guarantor.

(b) To the maximum extent permitted by law, each Guarantor, in its capacity as a Guarantor hereunder or a surety as a result of joint and several obligations hereunder, hereby waives and agrees not to assert or take advantage of:

(1) the unenforceability or invalidity of any security or guaranty or the lack of perfection or continuing perfection, or failure of priority of any Lien or other security for the Obligations;

(2) any and all rights and defenses arising out of an election of remedies by Lender;

(3) any defense based upon any failure to disclose to any Loan Party any information concerning the financial condition of any other Loan Party or any other Person or any other circumstances bearing on the ability of any other Loan Party or any other Person to pay and perform all obligations due under this Agreement or any of the other Loan Documents;

(4) any failure of Lender to comply with applicable laws in connection with the sale or disposition of any Collateral or other security, including, without limitation, any failure by Lender to conduct a commercially reasonable sale or other disposition of such Collateral or other security;

(5) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal, or that reduces a surety's or guarantor's obligations in proportion to the principal's obligation;

(6) any use of cash collateral under Section 363 of the Bankruptcy Code;

(7) any defense based upon an election by Lender in any proceeding instituted under the Bankruptcy Code of the application of Section 1111(b)(2) of the Bankruptcy Code or any successor statute;

(8) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code;

(9) any right of subrogation, any right to enforce any remedy which Lender may have against any other Loan Party or any other Person and any right to participate in, or benefit from, any Collateral or other security now or hereafter held by Lender for the Obligations;

(10) presentment, demand, protest and notice of any kind, including notice of acceptance of this Agreement and of the existence, creation or incurring of new or additional Obligations;

(11) the benefit of any statute of limitations affecting the liability of any Loan Party or other Person or the enforcement of this Agreement or any other Loan Document;

(12) relief from any applicable valuation or appraisement laws;

(13) any other action by Lender, whether authorized by this Agreement or otherwise, or any omission by Lender or other failure of Lender to pursue, or delay in pursuing, any remedy in its power; and

(14) any and all claims and/or rights of counterclaim, recoupment, setoff or offset.

Each Guarantor agrees that the payment and performance of all Obligations or any part thereof or other act which tolls any statute of limitations applicable to this Agreement or the other Loan Documents will similarly operate to toll the statute of limitations applicable to such Guarantor's liability hereunder.

(c) It is agreed among each Guarantor and Lender that the foregoing waivers are of the essence of the transaction contemplated by this Agreement and the other Loan Documents and that, but for the provisions of this Section 9 and such waivers, Lender would decline to enter into this Agreement.

9.3 Benefit of Guaranty. Each Guarantor agrees that the provisions of this Section 9 are for the benefit of Lender and its successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any other Guarantor and Lender, the obligations of such other Guarantor under the Loan Documents.

9.4 Waiver of Subrogation, etc. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, and except as set forth in subsection 9.7, each Guarantor hereby expressly and irrevocably waives any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor. Each Guarantor acknowledges and agrees that this waiver is intended to benefit Lender and does not limit or otherwise affect such Guarantor's liability hereunder or the enforceability of this Section 9, and that Lender and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this subsection 9.4.

9.5 Election of Remedies. If Lender may, under applicable law, proceed to realize its benefits under any of the Loan Documents giving Lender a Lien upon any Collateral, whether

owned by any Loan Party or by any other Person, either by judicial foreclosure or by non judicial sale or enforcement, Lender may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of its rights and remedies under this Section 9. If, in the exercise of any of its rights and remedies, Lender shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Loan Party or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Guarantor hereby consents to that action by Lender and waives any claim based upon that action, even if that action by Lender would result in a full or partial loss of any rights of subrogation that any Guarantor might otherwise have had but for that action by Lender. Any election of remedies that results in the denial or impairment of the right of Lender to seek a deficiency judgment against any Loan Party will not impair any other Loan Party's obligation to pay the full amount of the Obligations. In the event Lender bids at any foreclosure or trustee's sale or at any private sale permitted by law or the Loan Documents, Lender may bid all or less than the amount of the Obligations and the amount of the bid need not be paid by Lender but will be credited against the Obligations. The amount of the successful bid at any sale, whether Lender or any other party is the successful bidder, will be conclusively deemed to be the fair market value of the Collateral and the difference between such bid amount and the remaining balance of the Obligations will be conclusively deemed to be the amount of the Obligations guaranteed under this Section 9, notwithstanding that any present or future law or court decision or ruling may have the effect of reducing the amount of any deficiency claim to which Lender might otherwise be entitled but for the bidding at the sale.

9.6 Limitation. Notwithstanding any provision herein contained to the contrary, each Guarantor's liability under this Section 9 will be limited to an amount not to exceed as of any date of determination the greater of:

(a) the net amount of any portion of the Loan advanced to any other Loan Party under this Agreement and then re-loaned or otherwise transferred to, or for the benefit of, such Guarantor; and

(b) the amount that could be claimed by Lender from such Guarantor under this Section 9 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Guarantor's right of contribution and indemnification from each other Guarantor under subsection 9.7.

9.7 Contribution with Respect to Guaranty Obligations.

(a) To the extent that any Guarantor makes a payment under this Section 9 of all or any of the Obligations (a "Guarantor Payment") that, taking into account all other Guarantor Payments then previously or concurrently made by the Guarantors, exceeds the amount that such Guarantor would otherwise have paid if each Guarantor had paid the aggregate Obligations satisfied by such Guarantor Payment in the same proportion that such Guarantor's Allocable Amount (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of all of the Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following indefeasible

payment in full in cash of the Obligations, such Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the "Allocable Amount" of any Guarantor equals the maximum amount of the claim that could then be recovered from such Guarantor under this Section 9 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

(c) This subsection 9.7 is intended only to define the relative rights of Guarantors and nothing set forth in this subsection 9.7 is intended to impair the obligations of the Guarantors, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Agreement, including subsection 9.1.

(d) The parties acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Guarantor to which such contribution and indemnification is owing.

(e) The rights of the indemnified Guarantors against other Guarantors under this subsection 9.7 will be exercisable upon the full and indefeasible payment of the Obligations.

9.8 Liability Cumulative. The liability of the Guarantors under this Section 9 is in addition to and is cumulative with all liabilities of each Guarantor to Lender under this Agreement and the other Loan Documents to which such Guarantor is a party or in respect of any Obligations, without any limitation as to amount, unless the instrument or agreement evidencing or creating the other liability specifically provides to the contrary.

9.9 Release of Guarantee Obligations.

(a) Upon the written request of Borrower in connection with any disposition of all of the equity interests in a Guarantor permitted by the Loan Documents or otherwise permitted by the Lender, Lender shall take such actions as shall reasonably be required to release any guarantee obligations under any Loan Document of such Guarantor, to the extent necessary to permit consummation of such disposition in accordance with the Loan Documents.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than any contingent or indemnification obligations not then due) have been paid in full and each Loan Party has executed a release in favor of Lender and its agents and affiliates in form and substance acceptable to Lender, upon the written request of Borrower, Lender shall take such actions as shall reasonably be required to release all guarantee obligations under any Loan Document, whether or not on the date of such release there may be contingent obligations not then due. Any such release of guarantee obligations shall be deemed subject to the provision that such guarantee obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Loan Party, or upon or as a result of the

appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Loan Party or any substantial part of its property, or otherwise, all as though such payment had not been made.

[Remainder of Page Intentionally Blank; Signature Page Follows]

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

PROMISE HEALTHCARE, INC., as Borrower

By: _____
Name: _____
Title: _____
FEIN: _____

PROMISE HOSPITAL OF ASCENSION, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 20-4929219

PROMISE HOSPITAL OF BATON ROUGE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 42-1578831

PROMISE HOSPITAL OF DADE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 02-0747837

PROMISE HOSPITAL OF FLORIDA AT THE VILLAGES, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

PROMISE HOSPITAL OF LEE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 03-0508552

PROMISE HOSPITAL OF LOUISIANA, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 72-1224886

PROMISE HOSPITAL OF PHOENIX, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 20-0941318

PROMISE HOSPITAL OF SALT LAKE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 94-3430659

PROMISE HOSPITAL OF SAN ANTONIO, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 20-0941290

PROMISE HOSPITAL OF SOUTHEAST TEXAS, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 68-0507946

PROMISE HOSPITAL OF VICKSBURG, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 52-2382834

PROMISE HOSPITAL OF GONZALES, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

PROMISE HOSPITAL OF EAST LOS ANGELES, L.P. D/B/A SUBURBAN MEDICAL CENTER, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

QUANTUM HEALTH, INC. D/B/A PROMISE HOSPITAL OF SAN DIEGO, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

HLP PARTNERS OF MIAMI-DADE, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

HLP PROPERTIES OF LEE, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

HLP PROPERTIES OF PORT ARTHUR, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

BOSSIER LAND ACQUISITION CORP., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

LH ACQUISITION, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

SUN CAPITAL HEALTHCARE, INC., as Lender

By: _____
Name: _____
Title: _____

EXHIBIT E

Execution Version
EXHIBIT E

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAW, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

SUBORDINATED TERM NOTE

Issuance Date: [_____], 2011
Principal Amount as of the Original Issuance Date: $125,000,000

FOR VALUE RECEIVED, subject to the terms and conditions of this Subordinated Term Note (together with the exhibits and schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "**Note**"), PROMISE HEALTHCARE, INC., a Florida corporation ("**Borrower**"), hereby promises to pay to SUN CAPITAL HEALTHCARE, INC., a Florida corporation (in its individual capacity, "**SCHI**", and in its capacity as lender hereunder, together with its successors and assigns, "**Lender**"), the Principal Amount (as defined below), together with accrued Interest (as defined below) thereon.

1. Definitions. The following terms shall have the following respective meanings:

"**Affiliate**" shall mean, with respect to each Loan Party, any Person (other than Lender): (a) directly or indirectly controlling, controlled by, or under common control with, such Loan Party; (b) directly or indirectly owning or holding five percent (5%) or more of any equity interest in such Loan Party; (c) five percent (5%) or more of whose stock or other equity interest having ordinary voting power for the election of directors or the power to direct or cause the direction of management, is directly or indirectly owned or held by such Loan Party; or (d) which has a senior officer who is also a senior officer of such Loan Party. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other equity interest, or by contract or otherwise.

"**Agent**" shall mean [ ], as the collateral agent for the Principals, the Spouses and Dawson with respect to all collateral securing (i) the Secured Note, (ii) the obligations of the Loan Parties to perform the obligations of the Principals under the Personal Guarantees and (iii) the obligations of the Borrower under the Consulting Agreements.

"Agent Collateral" means any property in which Agent is granted a lien or security interest pursuant to the Agent Security Agreement and/or Agent Mortgages.

"Agent Security Agreement" shall mean that certain Guaranty and Security Agreement, dated as of the date hereof, by and among Agent, PHL and Bossier, pursuant to which PHL and Bossier have agreed to guaranty, and have granted a lien or security interest to Agent to secure, (i) the Secured Note, (ii) the obligations of the Loan Parties to perform the obligations of the

Principals under the Personal Guarantees and/or (ii) the obligations of the Borrower under the Consulting Agreements.

"**Agent Mortgages**" shall mean those certain mortgages and/or deeds of trust, dated as of the date hereof, by PHL and/or Bossier in favor of or for the benefit of Agent pursuant to which PHL and/or Bossier have granted a lien or security interest to Agent to secure (i) the Secured Note, (ii) the obligations of the Loan Parties to perform the obligations of the Principals under the Personal Guarantees and/or (iii) the obligations of the Borrower under the Consulting Agreements.

"**Bankruptcy Code**" means the provisions of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended or supplemented from time to time, or any successor statute, and any and all rules and regulations issued or promulgated in connection therewith.

"**Borrower**" shall have the meaning ascribed to such term in the Preamble, and shall include any Person that shall succeed to, or assume, the obligations under this Note.

"**Borrower's Accountants**" shall mean **[Marcum LLP]**, or any other independent certified public accountants selected by the Loan Parties and reasonably acceptable to Lender, which selection shall not be modified during the term of this Note without Lender's prior written consent.

"**Business Day**" shall mean any day that is not a Saturday, Sunday, or a day on which banks in the State of Florida are required or permitted to be closed.

"**Capital Lease**" shall mean any lease of any property (whether real, personal or mixed) that, in conformity with GAAP, should be accounted for as a capital lease.

"**Capitated Contracts**" means all of each Loan Party's contracts whether presently existing or hereafter executed between such Loan Party and various health maintenance organizations which provide for a fee based on the number of people covered, and all proceeds therefrom.

"**Cash Equivalents**" means: (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within six (6) months from the date of acquisition thereof; (b) commercial paper maturing no more than six (6) months from the date issued and, at the time of acquisition, having a rating of at least A-1 from Standard & Poor's Corporation or at least P-1 from Moody's Investors Service, Inc.; and (c) certificates of deposit or bankers' acceptances maturing within six (6) months from the date of issuance thereof issued by, or overnight reverse repurchase agreements from, any commercial bank organized under the laws of the United States of America, or any state thereof or the District of Columbia, having combined capital and surplus of not less than $250,000,000 and not subject to setoff rights in favor of such bank.

"**Collateral**" shall mean all Property securing the payment and/or performance of any of the Obligations, including, without limitation, the "Collateral" as defined in the Security Agreement.

"**Compliance Program**" means a compliance program, policy or procedure which is instituted in good faith, which is related to the Loan Parties' business and which seeks to minimize, prevent or eliminate violations of applicable Health Care Laws.

Consulting Agreements" shall mean those certain consulting agreements, dated as of the date hereof, between Borrower, on one hand, and a Principal, on the other hand, as such consulting agreements may be amended with the consent of Lender from time to time.

"**Default**" means a condition, act or event that, after notice or lapse of time or both, would constitute an Event of Default if that condition, act or event were not cured or removed within any applicable grace or cure period.

"**Emplovee Benefit Plan**" means any employee benefit plan within the meaning of Section 3(3) of ERISA which (a) is maintained for employees of any Loan Party or any ERISA Affiliate or (b) has at any time within the preceding 6 years been maintained for the employees of any Loan Party or any current or former ERISA Affiliate.

"**Environmental Claims**" shall mean claims, liabilities, investigations, litigation, administrative proceedings, judgments or orders relating to Hazardous Materials.

"**Environmental Laws**" shall mean any present or future federal, state or local law, rule, regulation or order relating to pollution, waste, disposal or the protection of human health or safety, plant life or animal life, natural resources or the environment.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

"**ERISA Affiliate**", as applied to any Loan Party, shall mean any Person who is a member of a group which is under common control with any Loan Party, who together with any Loan Party is treated as a single employer within the meaning of Section 414(b) and (c) of the IRC.

"**Event of Default**" shall have the meaning ascribed to such term in Section 7.1.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Existing Promise Indebtedness**" shall mean certain loans and financing arrangements made by SCHI to Borrower or entered into by SCHI with Borrower.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System.

"**Founding Partners**" shall mean, collectively, Founding Partners Stable-Value Fund, L.P. and certain other affiliated funds.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"**Governmental Authority**" means any federal, state or municipal court or other governmental department, commission, board, bureau, agency or instrumentality, governmental or quasi-governmental, domestic or foreign.

"**Guarantors**" shall mean all of the following, collectively, and "**Guarantor**" shall mean any of the following, individually: (a) Promise Hospital of Ascension, Inc., a Florida corporation; (b) Promise Hospital of Baton Rouge, Inc., a Louisiana corporation f/k/a Baton Rouge Specialty Medical Center, Inc., d/b/a Promise Specialty Hospital of Baton Rouge; (c) Promise Hospital of Dade, Inc., a Delaware corporation f/k/a Select Specialty Hospital - Dade, Inc.; (d) Promise Hospital of Florida at The Villages, Inc., a Florida corporation f/k/a Promise Healthcare of Florida III, Inc.; (e) Promise Hospital of Lee, Inc., a Delaware corporation f/k/a Select Specialty Hospital - Lee, Inc.; (f) Promise Hospital of Louisiana, Inc. ("**PHL**"); (g) Promise Hospital of Phoenix, Inc., a Florida corporation f/k/a Promise Specialty Hospital of Phoenix, Inc.; (h) Promise Hospital of Salt Lake, Inc., a Louisiana corporation f/k/a Salt Lake Specialty Medical Center, Inc.; (i) Promise Hospital of San Antonio, Inc., a Florida corporation f/k/a Promise Specialty Hospital of San Antonio, Inc.; (j) Promise Hospital of Southeast Texas, Inc., a Louisiana corporation f/k/a Golden Triangle Specialty Medical Center, Inc., d/b/a Promise Specialty Hospital of Southeast Texas; (k) Promise Hospital of Vicksburg, Inc., a Louisiana corporation f/k/a Vicksburg Specialty Medical Center, Inc. and Promise Specialty Hospital of Vicksburg, Inc.; (l) Promise Hospital of Gonzales, Inc.; (m) Promise Hospital of East Los Angeles, L.P. d/b/a Suburban Medical Center; (n) Quantum Health, Inc. d/b/a Promise Hospital of San Diego; (o) HLP Partners of Miami-Dade, LLC; (p) HLP Properties of Lee, LLC; (q) HLP Properties of Port Arthur, LLC; (r) Bossier Land Acquisition Corp. ("**Bossier**"); and (s) LH Acquisition, LLC.

"**Hazardous Material**" shall mean all or any of the following: (a) substances that are defined or listed in, or otherwise classified pursuant to, any Environmental Laws or regulations as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic substances" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity; (b) oil, petroleum or petroleum derived substances, natural gas, natural gas liquids or synthetic gas and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (c) any flammable substances or explosives or any radioactive materials; and (d) asbestos in any form or electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls.

"**Health Care Laws**" shall mean, with respect to it being applicable to any Loan Party:

(a) any and all federal, state and local fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7(b)), the Stark Law (42 U.S.C. § 1395nn and § 1395(q)), the civil False Claims Act (31 U.S.C. § 3729 et seq.),

Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code and the regulations promulgated pursuant to such statutes;

(b) the federal Food, Drug & Cosmetic Act (21 U.S.C. §§ 301 et seq.) and the regulations promulgated thereunder;

(c) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the regulations promulgated thereunder;

(d) Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder;

(e) Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder;

(f) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173) and the regulations promulgated thereunder;

(g) state or federal statutes and regulations governing quality, safety and accreditation standards and requirements;

(h) state or federal statutes and regulations governing the ownership or operation of a health care facility or business, or assets used in connection therewith; and

(i) applicable laws relating to the billing or submission of claims, collection of accounts receivable, underwriting the cost of, or provision of management or administrative services in connection with, any and all of the foregoing, by the Loan Parties, including, but not limited to, laws and regulations relating to practice of medicine and other health care professions, professional fee splitting, tax-exempt organization and charitable trust law applicable to health care organizations, certificates of need, certificates of operations and authority.

"**Indebtedness**", as applied to any Person, shall mean without duplication: (a) all indebtedness for borrowed money; (b) obligations under leases which in accordance with GAAP constitute Capital Leases; (c) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money; (d) any obligation owed for all or any part of the deferred purchase price of property or services if the purchase price is due more than six (6) months from the date the obligation is incurred or is evidenced by a note or similar written instrument; (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (f) obligations in respect of letters of credit or similar instruments; (g) all obligations of such Person under any foreign exchange contract, currency swap agreement, interest rate swap, cap or collar agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates; (h) "earnouts" and similar payment obligations; (i) any advances under any factoring arrangement; and (j) all guarantees by such Person of Indebtedness of others.

"**Interest**" shall have the meaning ascribed to such term in Section 4.

"**IRC**" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

"**Issuance Date**" shall mean [_____], 2011.

"**Lender**" shall have the meaning ascribed to such term in the Preamble.

"**Lender's Account**" means the following deposit account of Lender:

[Bank Name and Address]
ABA No.: [_____]
Account No.: [_____]
Reference: **[Promise Healthcare, Inc.]**

"**Liabilities**" shall have the meaning given that term in accordance with GAAP and shall include, without limitation, Indebtedness.

"**Lien**" means any lien (statutory or otherwise), mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind, whether voluntary or involuntary (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest).

"**Loan**" shall have the meaning ascribed to such term in Section 2.

"**Loan Documents**" shall mean this Note, the Security Agreement, the SCHI Subordination Agreement, the W/C Intercreditor Agreement and all other documents, instruments and agreements executed by or on behalf of any Loan Party and delivered concurrently herewith or at any time hereafter to or for Lender in connection with the Loan, and any other transaction contemplated by this Note, all as amended, restated, supplemented or modified from time to time.

"**Loan Party**" shall mean each of Borrower, each Guarantor and each Subsidiary of Borrower which is or becomes a party to any Loan Document. For the avoidance of doubt, the parties hereto acknowledge that none of the following Persons are, or shall be deemed to be, Loan Parties: (i) Quantum Properties, L.P., a California limited partnership, (ii) Vidalia Real Estate Partners, LLC, a Louisiana limited liability company, or (iii) Professional Rehabilitation Hospital, LLC, a Louisiana limited liability company d/b/a Promise Hospital of Miss Lou.

"**Material Adverse Effect**" shall mean a material adverse effect upon (a) the business, operations, properties, assets or condition (financial or otherwise) of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform their obligations under any Loan Document or of Lender to enforce or collect any of the Obligations or (c) the enforceability or priority of Lender's Liens with respect to the Collateral.

"**Maturity Date**" shall mean [_____], as such date may be accelerated pursuant to the provisions hereof.

"**Medicaid**" means, collectively, the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 et. Seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"**Medicare**" means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1396 et. Seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"**Mortgage**" means each of the mortgages, deeds of trust, leasehold mortgages, leasehold deeds of trust, collateral assignments of leases or other real estate security documents delivered by any Loan Party to Lender with respect to Real Property, all in form and substance satisfactory to Lender.

"**Note**" shall have the meaning ascribed to such term in the Preamble.

"**Obligations**" shall mean all obligations, liabilities and Indebtedness of every nature of each Loan Party from time to time owed to Lender under the Loan Documents (whether incurred before or after the Maturity Date) including, without limitation, the principal amount of all debts, claims and Indebtedness, accrued and unpaid interest and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable including, without limitation, all interest, fees, cost and expenses accrued or incurred after the filing of any petition under any bankruptcy or insolvency law (regardless of whether allowed or allowable in whole or in part as a claim therein).

"**Permits**" means any material permit, approval, authorization, license, registration, certification, certificate of authority, variance, permission, franchise, qualification, order, filing or consent required from a Governmental Authority or other Person under an applicable law and which relates to a certificate of need, permit or license to operate the business of a Loan Party or the Medicare/Medicaid/Tricare provider agreements of each Loan Party.

"**Permitted Encumbrances**" shall mean the following types of Liens: (a) Liens (other than Liens relating to Environmental Claims or ERISA) for taxes, assessments or other governmental charges not yet due and payable; (b) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen and other similar Liens imposed by law, which are incurred in the ordinary course of business for sums not more than thirty (30) days delinquent; (c) Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money); (d) easements, rights-of-way, restrictions, and other similar charges or encumbrances not interfering in any material respect with the ordinary conduct of the business of any Loan Party or any of its Subsidiaries; (e) Liens in favor of Lender pursuant to the Loan Documents, (f) Liens securing the

Senior Debt, (g) Liens in favor of Agent, pursuant to the Agent Security Agreement and Agent Mortgages, (h) Liens securing intercompany Indebtedness of the type described in Section 6.1(b), (i) Liens on the W/C Lender Collateral in favor of the W/C Lender and (j) Liens set forth on Schedule [__].

"**Person**" shall mean an individual, partnership, limited liability company, corporation, trust, estate, limited partnership, limited liability partnership, firm, association, joint venture, unincorporated organization, sole proprietorship, governmental authority or agency, foreign entity or organization or other entity or organization.

"**Personal Guarantees**" shall mean the following personal guarantees of the Principals to third parties: (i) Guaranty of Lease dated as of November 14, 2008 by the Principals in favor of AFG Investment 5, LLC, pursuant to which the Principals, jointly and severally, guarantee the obligations of Success Healthcare 1, LLC owing pursuant to that certain Amended and Restated Master Lease Agreement with respect to that certain real property located at 7500 East Hellman Avenue, Rosemead, California, up to an aggregate amount not to exceed $1,000,000; and (ii) Limited Guaranty dated September 19, 2008 by the Principals in favor of Concordia Bank & Trust, Co., pursuant to which the Principals, jointly and severally, guarantee the obligations of Vidalia Real Estate Partners LLC owing to Concordia Bank & Trust, Co., pursuant to financings thereby, up to a maximum amount not to exceed $780,000.

"**Principal Amount**" shall mean the principal amount of the Loan outstanding from time to time hereunder.

"**Pro Forma**" means, collectively, the unaudited consolidated balance sheet of the Loan Parties and their Subsidiaries as of the Issuance Date after giving effect to the transactions contemplated by this Note. The Pro Forma is attached hereto as Schedule [__].

"**Property**" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"**Real Property**" means any real property now or hereafter owned or leased by any Loan Party.

"**SCHI**" shall have the meaning ascribed to such term in the Preamble.

"**SCHI Subordination Agreement**" shall mean that certain Subordination Agreement dated as of the date hereof by and among Agent, PHL, Bossier, and Lender.

"**SCI**" shall mean Sun Capital, Inc., a Florida corporation.

"**Secured Note**" shall mean, collectively, those certain secured promissory notes in the aggregate original principal amount of $5,884,000, dated as of [_____, 2011], by Borrower in favor of the Principals, the Spouses and Dawson.

"**Securities Act**" shall have the meaning ascribed to such term in the legend on the first page of this Note.

"**Security Agreement**" shall mean that certain Security Agreement, dated as of the date hereof, among the Loan Parties and Lender.

"**Senior Debt**" means all Indebtedness owing by the Loan Parties pursuant to the Senior Debt Documents.

"**Senior Debt Documents**" means that certain Loan and Security Agreement, dated as of the date hereof, between Borrower, the Guarantors and SCHI, in its capacity as Lender thereunder, and all documents, instruments and certificates to be executed or delivered in connection therewith, as all of the foregoing are amended, restated, supplemented or otherwise modified from time to time.

"**Settlement Agreement**" shall mean that certain Settlement Agreement, dated as of [_____], 2011, by and among SCHI; SCI; Success Healthcare, LLC; Borrower; Peter R. Baronoff ("**Baronoff**"); Howard B. Koslow ("**Koslow**"); Lawrence Leder ("**Leder**", and together with Baronoff and Koslow, the "**Principals**"); Malinda Baronoff ("**Mrs. Baronoff**"); Jane Koslow ("**Mrs. Koslow**"); Carole Leder ("**Mrs. Leder**", and together with Mrs. Baronoff and Mrs. Koslow, the "**Spouses**"); Mark Dawson ("**Dawson**"); certain subsidiaries and affiliates of SCHI, SCI, Success and Borrower; Founding Partners Designee, LLC, a Delaware limited liability company, as designee of Founding Partners; and Daniel S. Newman, Esq., the court-appointed receiver for Founding Partners and Founding Partners Capital Management Company; as may be amended, restated, supplemented or otherwise modified from time to time.

"**Stockholders Agreement**" shall mean that certain Amended and Restated Stockholders Agreement dated of even date herewith by and among Borrower, SCHI, the Principals, the Spouses and Dawson.

"**Subsidiary**" means, with respect to any Person, any corporation, association or other business entity of which more than fifty percent (50%) of the total voting power of shares of stock (or equivalent ownership or controlling interest) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof.

"**Third Party Payor**" means Medicare, Medicaid, TRICARE, Blue Cross and/or Blue Shield, state government insurers, private insurers and any other person or entity which presently or in the future maintains Third Party Payor Programs.

"**Third Party Payor Programs**" means all third party payor programs in which any of the Loan Parties participates (including, without limitation, Medicare, Medicaid, TRICARE or any other federal or state health care programs, as well as Blue Cross and/or Blue Shield, managed care plans, or any other private insurance programs).

"**UCC**" shall mean the Uniform Commercial Code as in effect from time to time in the State of Florida; provided, however, that to the extent the law of any other state or other jurisdiction applies to the attachment, perfection, priority or enforcement of any Lien granted to Lender in any of the Collateral, "**UCC**" means the Uniform Commercial Code as in effect in

such other state or jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, priority or enforcement of a Lien in such Collateral. To the extent this Note defines any term by reference to terms used in the UCC, each of such terms shall have the broadest meaning given to such terms under the UCC as in effect in any state or other jurisdiction.

"**W/C Lender**" means [working capital lender].

"**W/C Lender Collateral**" shall mean the following property of any Loan Party that is a provider of healthcare services: (a) all present and future accounts receivable, (b) all present and future Instruments arising out of any accounts receivable, (c) all now owned or hereafter acquired Deposit Accounts into which proceeds from any accounts receivable are, following the execution and delivery of the W/C Loan Documents, deposited, (d) all books and records, whether now owned or hereafter acquired related to the foregoing and (e) any and all replacements and proceeds of any of the foregoing.

"**W/C Lender Intercreditor Agreement**" shall mean that certain Intercreditor Agreement dated as of the date hereof by and among Lender, the W/C Lender, Agent and one or more Loan Parties.

"**W/C Loan Documents**" shall mean that certain **[Working Capital Loan Agreement, dated as of ___, by and among _____]** and all security agreements, guaranties and other documents, instruments and certificates executed in connection therewith.

2. Principal Amount. This Note evidences the loan (the "**Loan**") made by Lender to Borrower in the original principal amount of $125,000,000. In accordance with the terms of the Settlement Agreement, the Loan is deemed to be fully funded by Lender to Borrower from the Existing Promise Indebtedness for all purposes hereunder on the Issuance Date, and the Principal Amount immediately constitutes outstanding Obligations.

3. Payment.

3.1 Maturity Date. Unless sooner accelerated pursuant to the terms hereof, the entire unpaid amount of all Obligations, including, without limitation, the unpaid Principal Amount, together with accrued and unpaid Interest and any other amounts owed pursuant hereto or in connection herewith, shall be due and payable by Borrower on the Maturity Date, and Borrower shall pay such amounts on the Maturity Date or such earlier date pursuant to acceleration on the terms hereof.

3.2 Manner of Payment. All payments of the Principal Amount, Interest and any other Obligations shall be paid to Lender in lawful currency of the United States to Lender's Account or to such other account or at such address as may be specified from time to time by Lender in a written notice delivered to Borrower in accordance with Section 15.9. Except as otherwise set forth in Sections 7.2(d) or 15.10, all payments shall be applied first, to all fees, costs, expenses, indemnities and other Obligations (other than Interest and the Principal Amount) owing to Lender with respect to this Note, the other Loan Documents or the Collateral; second, to accrued and unpaid Interest (including any Interest which, but for the provisions of any bankruptcy or insolvency law, would have accrued on the Obligations); and third, to the

Principal Amount. Any balance remaining shall be delivered to the Loan Parties or to whomever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. If any date on which a payment hereunder is due is not a Business Day, such payment shall be due on the next Business Day thereafter and such extension of time shall be included in the computation of the amount of interest or fees due hereunder.

3.3 Prepayments. Except as otherwise provided in this Note, the unpaid Principal Amount may be prepaid by Borrower, in whole or in part, at any time, with accrued and unpaid Interest to the date of such prepayment on the amount prepaid.

4. Interest. In addition to the payment of principal as set forth above, the Principal Amount and other Obligations shall accrue interest ("**Interest**") at the rate of twelve percent (12%) per annum (the "**Interest Rate**") from the Issuance Date (in the case of the Principal Amount) or the date such other Obligations become due, to the date paid, and such Interest shall be payable in-kind on (and thereby increase) the Principal Amount (as such Principal Amount is increased from time to time). Borrower shall make payments to Lender of accrued Interest quarterly in arrears on the last day of each calendar quarter during the term of this Note as an increase in the Principal Amount without any further action on the part of Lender or Borrower and such increased Principal Amount shall be paid in full in connection with the repayment of this Note. Interest shall be computed on the basis of a year of 360 days for the actual number of days elapsed. Lender's determination of the Principal Amount and other Obligations outstanding at any time shall be conclusive and binding, absent manifest error. Lender shall provide to Borrower upon request a written calculation of the Principal Amount and other Obligations outstanding at any time during the term of this Note. After the occurrence and during the continuance of an Event of Default, the Loan and all other Obligations shall, at the election of Lender, bear interest at a rate per annum equal to two percent (2%) plus the Interest Rate.

5. Affirmative Covenants. Each Loan Party covenants and agrees that, until payment in full, in cash, of all Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made), such Loan Party shall perform all covenants in this Section 5.

5.1 Financial Statements and Other Reports. The Loan Parties will deliver to Lender such financial statements and other reports as are requested by Lender from time to time promptly upon such request.

5.2 Maintenance of Properties. Each Loan Party will maintain or cause to be maintained in good repair, working order and condition all material properties used in the business of such Loan Party and will make or cause to be made all appropriate repairs, renewals and replacements thereof.

5.3 Further Assurances. Each Loan Party shall, from time to time, execute such guaranties, financing or continuation statements, documents, security agreements, reports and other documents or deliver to Lender such instruments, certificates of title, mortgages, deeds of trust, or other documents as Lender at any time may reasonably request to evidence, perfect or otherwise implement the guaranties and security for repayment of the Obligations provided for in the Loan Documents.

5.4 Mortgages. Schedule [__] sets forth all real property owned or leased by each Loan Party, if any. The Loan Parties shall as promptly as possible upon request from Lender (and in any event within sixty (60) days after such request) deliver to Lender a fully executed Mortgage, in form and substance satisfactory to Lender, with respect to any real property now or hereafter owned or leased by any Loan Party and designated by Lender to be encumbered with a Mortgage, together with (1) an ALTA lender's title insurance policy insuring such Mortgage in form and substance and in amounts and with such endorsements as are reasonably satisfactory to Lender and (2) in the case of any leasehold Mortgage, such estoppel letters, consents and waivers and non-disturbance agreements from the landlords and holders of mortgages or deeds of trust on the real property encumbered thereby as may be reasonably requested by Lender.

5.5 Use of Proceeds and Margin Security. Borrower has used (and shall continue to use) the proceeds of the Loan for proper business purposes consistent with all applicable laws, statutes, rules and regulations. No portion of the proceeds of the Loan has been or shall be used for the purpose of purchasing or carrying margin stock within the meaning of Regulation U of the Federal Reserve Board, or in any manner that might cause the borrowing or the application of such proceeds to violate Regulation T or Regulation X of the Federal Reserve Board or any other regulation of the Federal Reserve Board or to violate the Exchange Act.

6. Negative Covenants. Each Loan Party covenants and agrees that until indefeasible payment in full, in cash, of all Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made), such Loan Party shall not:

6.1 Indebtedness and Liabilities. Directly or indirectly create, incur, assume, guaranty, or otherwise become or remain directly or indirectly liable, on a fixed or contingent basis, with respect to any Indebtedness except: (a) the Obligations; (b) intercompany Indebtedness, among Borrower and its Subsidiaries; provided that such Indebtedness is, or upon request of Lender will be, subordinated in right of payment to the Obligations; (c) the Senior Debt; (d) Indebtedness in favor of the W/C Lender under the W/C Loan Documents, (e) Indebtedness arising under, and any obligations securing, the Secured Note; (f) any obligation of a Loan Party to perform, or provide collateral to Agent to secure, the obligations of the Principals under the Personal Guarantees; (g) the obligations of Borrower under the Consulting Agreements and (h) Indebtedness existing on the Issuance Date and identified on Schedule [__]. No Loan Party shall incur any Liabilities except for Indebtedness permitted herein, normal accruals in the ordinary course of business not yet due and payable or with respect to which the applicable Loan Party is contesting in good faith the amount or validity thereof by appropriate proceedings and then only to the extent that such Loan Party has established adequate reserves therefor under GAAP, and trade payables incurred in the ordinary course of business not exceeding $[____] at any one time.

6.2 Guaranties. Guaranty, endorse, or otherwise in any way become or be responsible for any obligations of any other Person, whether directly or indirectly, except for (a) guaranties of the Obligations or the Subordinated Debt, (b) any obligation of a Loan Party to perform, or provide collateral to Agent to secure, the obligations of the Principals under the Personal Guarantees, (c) guaranty obligations under the Agent Security Agreement and (d)

endorsements of instruments or items of payment for collection in the ordinary course of business.

6.3 Transfers, Liens and Related Matters.

(a) Transfers. Sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to any of the Collateral or the assets of any Loan Party, except that each Loan Party may in the ordinary course of its business, sell Inventory (as defined in the UCC) to a Buyer in Ordinary Course of Business (as defined in the UCC) and license a General Intangible (as defined in the UCC) to a Licensee in Ordinary Course of Business (as defined in the UCC).

(b) Liens. Except for Permitted Encumbrances, directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to any of the Collateral or the assets of any Loan Party or any proceeds, income or profits therefrom.

6.4 Investments and Loans. Make or permit to exist investments in or loans to any other Person, except for: (a) Cash Equivalents and (b) the equity interests of Borrower in the direct or indirect Subsidiaries of Borrower existing on the Closing Date.

6.5 Restriction on Fundamental Changes. Except as permitted by the Stockholders Agreement: (a) Enter into any transaction of merger or consolidation; (b) liquidate, wind-down or dissolve itself (or suffer any liquidation or dissolution); (c) except pursuant to the exercise of remedies under the Loan Documents, convey, sell, lease, sublease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any substantial part of its business or assets, or the capital stock of any of its Subsidiaries, whether now owned or hereafter acquired; or (d) acquire by purchase or otherwise all or any substantial part of the business or assets of, or stock or other beneficial ownership of, any Person.

6.6 Conduct of Business. From and after the Issuance Date, engage in any business other than businesses of the type engaged in by such Loan Party on the Issuance Date.

7. Events of Default.

7.1 Events Constituting an Event of Default. "**Event of Default**" shall mean the occurrence or existence of any one or more of the following (for each subsection a different grace or cure period may be specified, if no grace or cure period is specified, such occurrence or existence constitutes an immediate Event of Default):

(a) Failure to make payment of any of the Obligations when due.

(b) (i) Any event of default under the Senior Debt Documents, (ii) any failure of any Loan Party to pay when due any principal or interest on any Indebtedness (other than the Obligations), or (iii) any breach or default of any Loan Party with respect to any Indebtedness (other than the Obligations); if such failure to pay, breach or default entitles the holder to cause such Indebtedness having an individual principal amount in excess of $100,000 or having an aggregate principal amount in excess of $250,000 to become or be declared due prior to its stated maturity.

(c) Failure of any Loan Party to perform or comply with any term or condition contained in Sections 5.3, 5.4, 6 or 8.

(d) Any representation, warranty, certification or other statement made by any Loan Party in any Loan Document or in any statement or certificate at any time given by such Person in writing pursuant to or in connection with any Loan Document is false in any material respect on the date made.

(e) Borrower or any other Loan Party defaults in the performance or compliance with any term contained in this Note other than those otherwise set forth in this Section 7.1, or defaults in the performance of or compliance with any term contained in the other Loan Documents and such default is not remedied or waived within ten (10) days after written notice thereof to Borrower from Lender.

(f) Borrower ceases to beneficially own and control, directly or indirectly, at least 100% of the issued and outstanding shares of each class of capital stock (or other equivalent equity interests) of each Person that is a Loan Party on the Issuance Date or which hereafter is added as a Loan Party.

(g) (i) A court enters a decree or order for relief with respect to any Loan Party or any of its Subsidiaries in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed or other similar relief is not granted under any applicable federal or state law; or (ii) the continuance of any of the following events for sixty (60) days unless dismissed, bonded or discharged: (A) an involuntary case is commenced against any Loan Party or any of its Subsidiaries, under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (B) a receiver, liquidator, sequestrator, trustee, custodian or other fiduciary having similar powers over any Loan Party or any of its Subsidiaries, or over all or a substantial part of their respective property, is appointed.

(h) (i) Any Loan Party or any of its Subsidiaries commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law or consents to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or (ii) any Loan Party or any of its Subsidiaries makes any assignment for the benefit of creditors; or (iii) the board of directors of any Loan Party or any of its Subsidiaries adopts any resolution or otherwise authorizes action to approve any of the actions referred to in this Section 7.1(h).

(i) Any Lien, levy or assessment is filed or recorded with respect to or otherwise imposed upon all or any part of the Collateral or the assets of any Loan Party by the United States or any department or instrumentality thereof or by any state, county, municipality or other governmental agency (other than Permitted Encumbrances) and such Lien, levy or assessment is not stayed, vacated, paid or discharged within ten (10) days.

(j) Any money judgment, writ or warrant of attachment, or similar process involving (i) an amount in any individual case in excess of $250,000 or (ii) an amount in the aggregate at any time in excess of $500,000 (in either case not adequately covered by insurance as to which the insurance company has acknowledged coverage) is entered or filed against any Loan Party or any of their respective assets and remains undischarged, unvacated, unbonded or unstayed for a period of thirty (30) days, but in any event not later than five (5) days prior to the date of any proposed sale thereunder.

(k) Any order, judgment or decree is entered against any Loan Party decreeing the dissolution or split up of such Loan Party and such order remains undischarged or unstayed for a period in excess of twenty (20) days, but in any event not later than five (5) days prior to the date of any proposed dissolution or split up.

(l) The Loan Parties taken as a whole cease to be solvent (as represented by the Loan Parties in subsection 8.14) or admit in writing their present or prospective inability to pay their debts as they become due.

(m) Any Loan Party is enjoined, restrained or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business and such order continues for thirty (30) days or more.

(n) Any of the Loan Documents for any reason, other than a partial or full release in accordance with the terms thereof, ceases to be in full force and effect or is declared to be null and void, or any Loan Party denies that it has any further liability under any Loan Documents to which it is party, or gives notice to such effect.

(o) Lender does not have or ceases to have a valid and perfected first priority security interest in the Collateral (subject to clauses (a), (b), (c), (d), (e), (f), (g), (i) and (j) of the definition of Permitted Encumbrances), in each case, for any reason other than the failure of Lender to take any action within its control.

(p) Any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than ten (10) consecutive days beyond the coverage period of any applicable business interruption insurance, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party if any such event or circumstance could reasonably be expected to have a Material Adverse Effect.

(q) The loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by any Loan Party, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect.

(r) There is filed against any Loan Party any civil or criminal action, suit or proceeding under any federal or state racketeering statute (including, without limitation, the Racketeer Influenced and Corrupt Organization Act of 1970), which action, suit or proceeding (i) is not dismissed within one hundred twenty (120) days; and (ii) could reasonably be expected to result in the confiscation or forfeiture of any material portion of the Collateral.

7.2 Default Remedies.

(a) Rights and Remedies Generally. Upon the occurrence and during the continuance of an Event of Default, (i) Lender shall have all the rights (A) of a secured party under the UCC, (B) now or hereafter existing under all other applicable laws or in equity, and (C) as set forth in this Note and the other Loan Documents; (ii) Lender may (A) require the Loan Parties to, and each Loan Party hereby agrees that it will, at its expense and upon request of Lender forthwith, assemble all or part of the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and such Loan Party and (b) without notice or demand or legal process, enter upon any premises of any Loan Party and take possession of the Collateral. Each Loan Party agrees that, to the extent notice of sale of the Collateral of such Loan Party or any part thereof shall be required by law, at least ten (10) days notice to such Loan Party of the time and place of any public disposition or the time after which any private disposition (which notice shall include any other information required by law) is to be made shall constitute reasonable notification. At any disposition of the Collateral (whether public or private), if permitted by law, Lender may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase, lease, or licensing of the Collateral or any portion thereof for the account of Lender. Lender shall not be obligated to make any disposition of Collateral regardless of notice of disposition having been given. The Loan Parties shall remain liable for any deficiency. Lender may adjourn any public or private disposition from time to time by announcement at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned. Lender is not obligated to make any representations or warranties in connection with any disposition of the Collateral. To the extent permitted by law, each Loan Party hereby specifically waives all rights of redemption, stay or appraisal, which it has or may have under any law now existing or hereafter, enacted. Lender shall not be required to proceed against any Collateral but may proceed against any Loan Party directly.

(b) Acceleration.

(i) Defaults Relating to Creditor's Rights. Upon the occurrence of any Event of Default described in Section 7.1(g) or 7.1(h), the entire unpaid Principal Amount, all Interest accrued and unpaid thereon, and all other amounts payable to Lender hereunder, shall automatically become immediately due and payable, without offset or counterclaim of any kind, and without presentment, demand, protest or notice of any kind, and without regard to the running of any applicable statute of limitations, all of which are hereby expressly waived by each Loan Party.

(ii) Other Events of Default. In the case of any Event of Default (excluding those described in Section 7.1(g) and 7.1(h)), Lender may by written notice to Borrower, declare the entire unpaid Principal Amount and all accrued and unpaid Interest and all other amounts payable to Lender hereunder, including fees and expenses, to be immediately due and payable, without presentment, demand, protest or further notice of any kind.

(c) Appointment of Attorney-in-Fact. Each Loan Party hereby constitutes and appoints Lender as such Loan Party's attorney-in-fact with full authority in the place and stead of such Loan Party and in the name of such Loan Party, Lender or otherwise,

from time to time in Lender's discretion while an Event of Default is continuing to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Note, including: (i) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (ii) to enforce the obligations of any account debtor or other Person obligated on the Collateral and enforce the rights of any Loan Party with respect to such obligations and to any property that secures such obligations; (iii) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of or to preserve the value of any of the Collateral or otherwise to enforce the rights of Lender with respect to any of the Collateral; (iv) to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender in its sole discretion, and such payments made by Lender to become Obligations, due and payable immediately without demand; (v) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with "accounts", "chattel paper" or "general intangibles" and other "documents" (as each such term is defined in the UCC) relating to the Collateral; and (vi) generally to take any act required of any Loan Party under Section 5 or Section 8 of this Note, and to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and the Loan Parties' expense, at any time or from time to time, all acts and things that Lender deems necessary to protect, preserve or realize upon the Collateral. Each Loan Party hereby ratifies and approves all acts of Lender made or taken pursuant to this Section 7.2(c). The appointment of Lender as each Loan Party's attorney and Lender's rights and powers are coupled with an interest and are irrevocable until indefeasible payment in full, in cash, of all Obligations.

(d) Application of Proceeds. Notwithstanding anything to the contrary contained in this Note, upon the occurrence and during the continuance of an Event of Default, (i) each Loan Party irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Lender from or on behalf of any Loan Party, and Lender shall have the continuing and exclusive right to apply and to reapply any and all payments received at any time or times after the occurrence and during the continuance of an Event of Default against the Obligations in such manner as Lender may deem advisable notwithstanding any previous application by Lender and (ii) in the absence of a specific determination by Lender with respect thereto, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied: first, to all fees, costs, expenses, indemnities and other Obligations (other than Interest and the Principal Amount) owing to Lender with respect to this Note, the other Loan Documents or the Collateral; second, to accrued and unpaid Interest (including any Interest which, but for the provisions of any bankruptcy or insolvency law, would have accrued on such amounts); and third, to the Principal Amount. Any balance remaining shall be delivered to the Loan Parties or to whomever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct.

8. Representations and Warranties of Borrower. Each Loan Party represents, warrants and covenants to Lender that the following statements are and will be true, correct and complete and, unless specifically limited, shall remain so until indefeasible payment in full, in

cash, of all Obligations (other than any contingent or indemnification obligations not yet due and for which no claim has been made):

8.1 Organization and Powers. Each of the Loan Parties is an entity duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation and qualified to do business in all states and other jurisdictions where such qualification is required, except where failure to be so qualified could not reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and proposed to be conducted and to enter into each Loan Document to which it is a party.

8.2 Capitalization. The authorized capital stock (or other equivalent equity or ownership interests) of each Loan Party is as set forth on Schedule [ ], including all preemptive or other outstanding rights, options, warrants, conversion rights or similar agreements or understandings for the purchase or acquisition of any shares of capital stock (or other equivalent equity or ownership interests) or other securities of such Loan Party. All issued and outstanding shares of capital stock or other equivalent equity or ownership interests of each Loan Party are duly authorized and validly issued, fully paid, nonassessable, free and clear of all Liens, other than Permitted Encumbrances, and such shares or other equivalent equity or ownership interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Each Loan Party will promptly notify Lender of any change in its ownership or organizational structure.

8.3 Authorization of Borrowing, No Conflict. Each Loan Party has the power and authority to incur the Obligations and to grant the security interests in the Collateral which such Loan Party grants pursuant to the Loan Documents. On the Issuance Date, the execution, delivery and performance of the Loan Documents by each Loan Party signatory thereto will have been duly authorized by all necessary corporate, shareholder or other entity action. The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party and the consummation of the transactions contemplated by the Loan Documents by each Loan Party do not contravene any applicable law, rule or regulation, the corporate charter, bylaws or other organizational or formation documents of any Loan Party or any agreement or order by which any Loan Party or any Loan Party's property is bound. The Loan Documents are the legally valid and binding obligations of the applicable Loan Parties respectively, each enforceable against the Loan Parties, as applicable, in accordance with their respective terms.

8.4 Financial Condition. All financial statements concerning any Loan Party furnished by or on behalf of any Loan Party to Lender pursuant to this Note have been prepared in accordance with GAAP consistently applied throughout the periods involved (except as disclosed therein) and present fairly the financial condition of Persons covered thereby as at the dates thereof and the results of their operations for the periods then ended. The Pro Forma was prepared by the Loan Parties based on the unaudited consolidated balance sheet of the Loan Parties dated [_____], 2011.

8.5 Indebtedness and Liabilities. As of the Issuance Date, no Loan Party has (a) any Indebtedness except as reflected on the Pro Forma; or (b) any Liabilities other than as reflected on the Pro Forma or as incurred in the ordinary course of business following the date of

the Pro Forma. Each Loan Party shall promptly deliver copies of all notices given or received by such Loan Party with respect to noncompliance with any term or condition related to any Senior Debt or other Indebtedness of any Loan Party, and shall promptly notify Lender of any potential or actual event of default (or circumstance which, with the giving of notice or the lapse of time, or both, would constitute an event of default) with respect to any such Senior Debt or other Indebtedness.

8.6 Names and Locations. Schedule I to the Security Agreement sets forth (a) the name of (within the meaning of Section 9-503 of the UCC) of each Loan Party, (b) all other names (including trade names, fictitious names and business names) under which each Loan Party currently conducts business, or has at any time during the past five years conducted business, (c) the name of any entity which any Loan Party has acquired in whole or in part or from whom any Loan Party has acquired a significant amount of assets within the past five years, (d) the type of entity of each Loan Party, (e) each Loan Party's organizational identification number or a specific designation that one does not exist, (f) the state or other jurisdiction of organization or formation for each Loan Party, (g) the location of each Loan Party's chief executive office and principal place of business, (h) the location of all other offices of each Loan Party, (i) the location of all warehouses and premises where Collateral is stored or located (designating inventory and equipment locations and indicating between owned, leased, warehouse, storage, and processor locations) and (j) the location of each Loan Party's books and records. The locations designated on Schedule I to the Security Agreement are each Loan Party's sole locations for their respective businesses and the Collateral. Each Loan Party will give Lender at least thirty (30) days advance written notice of any: (a) change of name or of any new trade name or fictitious business name of such Loan Party, (b) change of principal place of business of such Loan Party, (c) change in the location of such Loan Party's books and records or the Collateral, (d) new location for such Loan Party's books and records or the Collateral, or (e) changes in any Loan Party's state or other jurisdiction of organization or its organizational identification number.

8.7 Title to Properties; Liens. The Loan Parties have good, sufficient and legal title to all of the Collateral (and any other material properties and assets of the Loan Parties, if any) and will have good, sufficient and legal title of all after-acquired Collateral (and any other after-acquired material properties and assets of the Loan Parties, if any), in each case, free and clear of all Liens except for the Permitted Encumbrances. Lender has a valid, perfected and, except for Liens set forth in clauses (a), (b), (c), (d), (e), (f), (g), (i) and (j) of the definition of Permitted Encumbrances, first priority Liens in the Collateral, securing the payment of the Obligations, and such Liens are entitled to all of the rights, priorities and benefits afforded by the UCC or other applicable law as enacted in any relevant jurisdiction which relates to perfected Liens.

8.8 Litigation; Adverse Facts. There are no judgments outstanding against any Loan Party or affecting any property of any Loan Party nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation or arbitration now pending or, to the best knowledge of any Loan Party after due inquiry, threatened in writing against or affecting any Loan Party or any property of any Loan Party which could reasonably be expected to result in any Material Adverse Effect. Promptly upon any officer of any Loan Party obtaining knowledge of (a) the institution of any action, suit, proceeding, governmental investigation or

arbitration against or affecting any Loan Party or any property of any Loan Party not previously disclosed by any Loan Party to Lender or (b) any material development in any action, suit, proceeding, governmental investigation or arbitration at any time pending against or affecting any Loan Party or any property of any Loan Party which could reasonably be expected to have a Material Adverse Effect, the Loan Parties will promptly give notice thereof to Lender and provide such other information as may be reasonably available to enable Lender and its counsel to evaluate such matter.

8.9 Payment of Taxes. All material tax returns and reports of each Loan Party required to be filed by such Loan Party have been timely filed and are complete and accurate in all material respects. All taxes, assessments, fees and other governmental charges which are due and payable by any Loan Party have been paid when due except for the unpaid real estate taxes set forth on Schedule [__]; provided that no such tax need be paid if a Loan Party is contesting same in good faith by appropriate proceedings promptly instituted and diligently conducted and if such Loan Party has established appropriate reserves as shall be required in conformity with GAAP. As of the Issuance Date, none of the income tax returns of any Loan Party are under audit and each Loan Party shall promptly notify Lender in the event that any of such Loan Party's tax returns become the subject of an audit. No tax liens have been filed against any Loan Party. The charges, accruals and reserves on the books of each Loan Party in respect of any taxes or other governmental charges are in accordance with GAAP. Each Loan Party has executed United States of America Internal Revenue Service ("**IRS**") Form 8821 designating Lender as such Loan Party's appointee to receive directly from the IRS, on an on-going basis, certain tax information, notices and other written communication and each Loan Party authorizes Lender to file such Form 8821 with the IRS. The Loan Parties' federal tax identification numbers are set forth on the signature pages hereto.

8.10 Performance of Agreements. None of the Loan Parties is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of any such Person, and no condition exists that, with the giving of notice or the lapse of time or both, would constitute such a default. Each Loan Party shall promptly notify Lender of (a) the occurrence of any default or breach under any material contractual obligation of any Loan Party, (b) the termination of any material contractual obligation of any Loan Party, or (c) the amendment or modification of any material contractual obligation of any Loan Party.

8.11 Employee Benefit Plans. Except as set forth on Schedule 8.11, each Loan Party and each ERISA Affiliate is in compliance, and will continue to remain in compliance, in all material respects with all applicable provisions of ERISA, the IRC and all other applicable laws and the regulations and interpretations thereof with respect to all Employee Benefit Plans. No material liability has been incurred by any Loan Party or any ERISA Affiliate which remains unsatisfied for any funding obligation, taxes or penalties with respect to any Employee Benefit Plan. No Loan Party shall establish any new Employee Benefit Plan or amend any existing Employee Benefit Plan if the liability or increased liability resulting from such establishment or amendment is material.

8.12 Broker's Fees. No broker's or finder's fee or commission will be payable with respect to any of the transactions contemplated hereby except as set forth in Section 9.1 of the Settlement Agreement and as set forth on Schedule 8.12 hereto.

8.13 Environmental Compliance. Each Loan Party is and shall continue to remain in compliance with all applicable Environmental Laws. There are no claims, liabilities, Liens, investigations, litigation, administrative proceedings, whether pending or threatened, or judgments or orders relating to any Hazardous Materials asserted or threatened against any Loan Party or relating to any real property currently or formerly owned, leased or operated by any Loan Party.

8.14 Solvency. From and after the date of this Note, the Loan Parties taken as a whole: (a) own assets the fair saleable value of which are greater than the total amount of their liabilities (including contingent liabilities); (b) have capital that is not unreasonably small in relation to their business as presently conducted or any contemplated or undertaken transaction; and (c) do not intend to incur and do not believe that they will incur debts beyond their ability to pay such debts as they become due.

8.15 Disclosure. No representation or warranty of Borrower or any other Loan Party contained in this Note, the financial statements to be delivered hereunder, the other Loan Documents, or any other document, certificate or written statement furnished to Lender by or on behalf of any Loan Party for use in connection with the Loan Documents contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made. There is no material fact known to any Loan Party that has had or could have a Material Adverse Effect and that has not been disclosed herein or in the other Loan Documents.

8.16 Insurance. Each Loan Party maintains and shall continue to maintain adequate insurance policies and shall provide Lender with evidence of such insurance coverage for public liability, property damage, product liability, and business interruption with respect to its business and properties against loss or damage of the kinds customarily carried or maintained by corporations of established reputation engaged in similar businesses and in amounts acceptable to Lender. Each Loan Party shall cause Lender at all times be named as loss payee on all insurance policies relating to any Collateral and shall cause Lender at all times be named as additional insured under all liability policies, in each case pursuant to appropriate endorsements in form and substance satisfactory to Lender and shall collaterally assign to Lender, as security for the payment of the Obligations, all business interruption insurance of such Loan Party. No notice of cancellation has been received with respect to such policies and each Loan Party is in compliance with all conditions contained in such policies. Any proceeds received from any policies of insurance relating to any Collateral shall be applied to the Obligations as set forth in Section 3.2 or Section 7.2(d), as applicable. Each Loan Party shall provide Lender evidence of the insurance coverage and of the assignments and endorsements required by this Note immediately upon request by Lender and upon renewal of any existing policy. If any Loan Party elects to change insurance carriers, policies or coverage amounts, such Loan Party shall notify Lender and provide Lender with evidence of the updated insurance coverage and of the assignments and endorsements required by this Note. In the event any Loan Party fails to

provide Lender with evidence of the insurance coverage required by this Note, Lender may, but is not required to, purchase insurance at the Loan Parties' expense to protect Lender's interests in the Collateral. This insurance may, but need not, protect the Loan Parties' interests. The coverage purchased by Lender may not pay any claim made by any Loan Party or any claim that is made against any Loan Party in connection with the Collateral. The Loan Parties may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that the Loan Parties have obtained insurance as required by this Note. If Lender purchases insurance for the Collateral, the Loan Parties will be responsible for the costs of that insurance, including interest thereon and other charges imposed on Lender in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance, and such costs may be added to the Obligations. The costs of the insurance may be more than the cost of insurance that the Loan Parties are able to obtain on their own.

8.17 Compliance with Laws; Government Authorizations; Consents. Except as set forth on Schedule 8.17, no Loan Party is in violation of any law, ordinance, rule, regulation, order, policy, guideline or other requirement of (a) any Governmental Authority in any jurisdiction in which any Loan Party is now doing business, or (b) any Governmental Authority otherwise having jurisdiction over the conduct of any Loan Party or any of their respective businesses, or the ownership of any of their respective properties, which violation would subject any Loan Party, or any of their respective officers to criminal liability or have a Material Adverse Effect, and no such violation has been alleged. The Loan Parties will comply with the requirements of all applicable laws, ordinances, rules, regulations, orders, policies, guidelines or other requirements of (a) any Governmental Authority as now in effect and which may be imposed in the future in all jurisdictions in which any Loan Party is now doing business or may hereafter be doing business, and (b) any Governmental Authority otherwise having jurisdiction over the conduct of any Loan Party or any of their respective businesses, or the ownership of any of their respective properties, except to the extent that noncompliance therewith would not have a Material Adverse Effect. No authorization, approval or other action by, and no notice to or filing with, any domestic or foreign Governmental Authority or regulatory body or consent of any other Person is required for (a) the grant by the Loan Parties of the Liens granted hereby or for the execution, delivery or performance of this Note or the other Loan Documents by any Loan Party; (b) the perfection of the Liens granted hereby and pursuant to any other Loan Documents (except for filing UCC financing statements with the appropriate jurisdiction and filing any patent, trademark or copyright security agreements with the U.S. Copyright Office and the U.S. Patent and Trademark Office, as applicable); or (c) the exercise by Lender of its rights and remedies hereunder (except as may have been taken by or at the direction of any Loan Party or Lender).

8.18 Employee Matters. Except as set forth on Schedule [ ], (a) no Loan Party nor any of such Loan Party's employees is subject to any collective bargaining agreement, (b) no petition for certification or union election is pending with respect to the employees of any Loan Party and no union or collective bargaining unit has sought such certification or recognition with respect to the employees of any Loan Party and (c) there are no strikes, slowdowns, work stoppages or controversies pending or, to the best knowledge of the Loan Parties after due inquiry, threatened between any Loan Party and its respective employees, other than employee grievances arising in the ordinary course of business, which could reasonably be expected to

have, either individually or in the aggregate, a Material Adverse Effect. Except as set forth on Schedule [ ], no Loan Party is subject to an employment contract.

8.19 Governmental Regulation. None of the Loan Parties is subject to regulation under the Public Utility Holding Company Act of 1935, the Federal Power Act or the Investment Company Act of 1940 or to any federal or state statute or regulation limiting its ability to incur indebtedness for borrowed money.

8.20 Access to Accountants and Management. Each Loan Party hereby authorizes Lender to discuss the financial condition and financial statements of the Loan Parties with Borrower's Accountants upon reasonable notice to Borrower of its intention to do so, and authorizes Borrower's Accountants to respond to all of Lender's inquiries.

8.21 Inspection. Each Loan Party shall permit Lender and any authorized representatives designated by Lender to visit and inspect any of the properties of such Loan Party, including their financial and accounting records, and, in conjunction with such inspection, to make copies and take extracts therefrom, and to discuss their affairs, finances and business with their officers and Borrower's Accountants, at such reasonable times during normal business hours and as often as may be reasonably requested.

8.22 Compliance with Health Care Laws; Permits. Each Loan Party, and any Person acting on such Loan Party's behalf, (a) is in compliance in all material respects with all applicable Health Care Laws, and (b) has in effect all material Permits necessary for it to own, lease or operate its properties and other assets and to carry on its business and operations, including its provision of professional services, as presently conducted.

8.23 Billing. Each Loan Party has the requisite provider number or other Permit to bill the Medicare program (to the extent such entity participates in the Medicare program), the respective Medicaid program in the state or states in which the entity operates, and all other Third Party Payor Programs, including but not limited to Capitated Contracts with managed care organizations, that such Loan Party currently bills. There is no investigation, audit, claim review, or other action pending, or to the knowledge of any Loan Party, threatened which could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of any Third Party Payor provider number or result in any Loan Party's exclusion from any Third Party Payor Program. Except as set forth on Schedule [ ] and except for offsets (asserted or otherwise), overdue or delinquent liabilities or Indebtedness, settlements of overpayments on cost reports or any other billings or receipts, all in the aggregate amount not exceeding $500,000 in any fiscal year made in the ordinary course of Loan Parties' business and without allegation of intentionally misleading or fraudulent actions or fraudulent omissions on the part of any Loan Party, no Loan Party has billed or received any payment or reimbursement in excess of amounts allowed by any Health Care Law or other law.

8.24 Compliance. The Loan Parties maintain a Compliance Program and are in material compliance with such Compliance Program.

8.25 Amendment of Schedule. Borrower may amend any one or more of the Schedules referred in this Section 8 (subject to prior notice to Lender, as applicable) and any

representation, warranty, or covenant contained herein which refers to any such Schedule shall from and after the date of any such amendment refer to such Schedule as so amended; provided however, that in no event shall the amendment of any such Schedule constitute a waiver by Lender of any Event of Default that exists notwithstanding the amendment of such Schedule.

9. Reserved.

10. Expenses; Indemnification.

10.1 Expenses. Borrower agrees to promptly pay all fees, costs and expenses incurred in connection with any matters contemplated by or arising out of this Note or the other Loan Documents, including the following, and all such fees, costs and expenses shall be part of the Obligations, payable on demand and secured by the Collateral: (a) fees, costs and expenses incurred by Lender (including attorneys' fees and expenses, the allocated costs of Lender's internal legal staff and fees of environmental consultants, accountants and other professionals retained by Lender) incurred in connection with the examination, review, due diligence investigation, documentation and closing of the financing arrangements evidenced by the Loan Documents; (b) fees, costs and expenses incurred by Lender (including attorneys' fees and expenses, the allocated costs of Lender's internal legal staff and fees of environmental consultants, accountants and other professionals retained by Lender) incurred in connection with the review, negotiation, preparation, documentation, execution, syndication and administration of the Loan Documents, the Loan, and any amendments, waivers, consents, forbearances and other modifications relating thereto or any subordination or intercreditor agreements, including reasonable documentation charges assessed by Lender for amendments, waivers, consents and any other documentation prepared by Lender's internal legal staff; (c) fees, costs and expenses (including attorneys' fees and allocated costs of internal legal staff) incurred by Lender in creating, perfecting and maintaining perfection of Liens in favor of Lender; (d) fees, costs and expenses, if any, incurred by Lender in connection with forwarding to Borrower the proceeds of the Loan, including Lender's standard wire transfer fee; (e) fees, costs, expenses and bank charges, including bank charges for returned checks, incurred by Lender in establishing, maintaining and handling lock box accounts, blocked accounts or other accounts for collection of the Collateral; (f) fees, costs, expenses (including attorneys' fees and allocated costs of internal legal staff) of Lender and costs of settlement incurred in collecting upon or enforcing rights against the Collateral or incurred in any action to enforce this Note or the other Loan Documents or to collect any payments due from Borrower or any other Loan Party under this Note or any other Loan Document or incurred in connection with any refinancing or restructuring of the credit arrangements provided under this Note, whether in the nature of a "workout" or in connection with any insolvency or bankruptcy proceedings or otherwise. If the transactions contemplated hereby are not consummated, all fees, costs and expenses shall be payable in accordance with the Settlement Agreement.

10.2 Indemnity. In addition to the payment of expenses pursuant to Section 10.1, Borrower agrees to indemnify, pay and hold Lender, and the officers, directors, employees, agents, consultants, auditors, persons engaged by Lender, to evaluate or monitor the Collateral, affiliates and attorneys of Lender (collectively called the "**Indemnitees**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever

(including the fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Note or the other Loan Documents, the consummation of the transactions contemplated by this Note or the other Loan Documents, or the exercise of any right or remedy hereunder or under the other Loan Documents (the "**Indemnified Liabilities**"); provided that Borrower shall have no obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the gross negligence or willful misconduct of that Indemnitee as determined by a final, non-appealable judgment by a court of competent jurisdiction.

11. Assignments. This Note shall be binding on, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Loan Party may assign, transfer or otherwise convey its rights or obligations under this Note or any other Loan Document, in whole or in part, nor all or any portion of the Loan nor any interest therein, without the prior written consent of Lender. Lender may assign its rights and delegate its obligations under this Note and each other Loan Document, in whole or in part, or all or any portion of the Loan or any interest therein, in its sole discretion without the consent of or prior notice to any Person.

12. Survival of Representations and Warranties and Certain Agreements. All agreements and representations and warranties made herein shall survive the execution and delivery of this Note and the making of the Loan. Notwithstanding anything in this Note or implied by law to the contrary, the agreements of the parties hereto set forth in Sections 10.1, 10.2, 14, 15.3, 15.4 and 15.5 shall survive the payment of the Loan and the termination of this Note.

13. Intentionally omitted.

14. Payments Set Aside. To the extent that any Loan Party makes a payment or payments to Lender or Lender enforces its security interests or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other Person under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

15. General Matters.

15.1 Recourse Note. For the avoidance of doubt, this Note is a recourse secured promissory note, and represents the obligations of Borrower hereunder, notwithstanding any action taken by Lender against the Collateral.

15.2 Further Assurances. Each Loan Party shall, at its sole expense, at any time or from time to time upon the written request of Lender, promptly execute and deliver such

further documents and do such other acts and things as Lender may reasonably request in order to effect fully the purposes of this Note or the other Loan Documents (including, without limitation, to perfect and protect the Liens and security interests created by any Loan Document, and to enable Lender to exercise and enforce its rights and remedies under the Loan Documents in respect of the Collateral) and to provide for the payment and performance of the Obligations in accordance with the terms of this Note and the other Loan Documents.

15.3 GOVERNING LAW. THIS NOTE AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS, EXCEPT TO THE EXTENT ANY SUCH OTHER LOAN DOCUMENT EXPRESSLY SELECTS THE LAW OF ANOTHER JURISDICTION AS GOVERING LAW THEREOF, IN WHICH CASE THE LAW OF SUCH OTHER JURISDICTION SHALL GOVERN.

15.4 CONSENT TO JURISDICTION. FOR ANY ACTION ARISING OUT OF OR RELATING TO THIS NOTE OR THE OTHER LOAN DOCUMENTS, EACH PARTY HERETO HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF AND NON-EXCLUSIVE VENUE IN THE STATE COURT LOCATED WITHIN THE COUNTY OF PALM BEACH, STATE OF FLORIDA OR THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION.

15.5 WAIVER OF JURY TRIAL. EACH LOAN PARTY AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE AND THE OTHER LOAN DOCUMENTS. EACH LOAN PARTY AND LENDER ACKNOWLEDGE THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS NOTE AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH LOAN PARTY AND LENDER WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

15.6 Amendment; Waiver. No amendment, modification, supplement or waiver of any provision of this Note or any other Loan Document nor consent to departure by any Loan Party therefrom shall be effective unless the same shall be in writing and signed by the Loan Parties party to such Loan Document and Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15.7 Remedies. No failure on the part of Lender to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Note shall operate as a waiver of such right, remedy, power or privilege, and no single or partial exercise of any right, power or privilege under this Note shall preclude any other or further exercise of such right, remedy, power or privilege, or the exercise of any other right, power or privilege. The remedies provided in this Note are cumulative and not exclusive of any remedies provided at law or in equity and no exercise by a party to this Note of any of its rights or

remedies under any such agreement to which it is a party shall constitute an election of remedies under any such agreement or an election of remedies at law or in equity.

15.8 Headings. The headings in this Note are for purposes of convenience of reference only, and shall not be deemed to constitute a part of this Note.

15.9 Notice. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below and may be personally served, faxed, telecopied or sent by overnight courier service or United States mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by fax or telecopy, on the date of transmission if transmitted on a Business Day before 4:00 p.m. New York City time or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two (2) days after delivery to such courier properly addressed; or (d) if by U.S. Mail, four (4) Business Days after depositing in the United States mail, with postage prepaid and properly addressed.

If to Borrower or any other Loan Party:	Promise Healthcare, Inc. [_____] [_____] [_____] Fax/Telecopy No.: [(___) ___-____]
With a copy to:	[_____] [_____] [_____] [_____] Fax/Telecopy No.: [(___) ___-____]
If to Lender:	Sun Capital Healthcare, Inc. [_____] [_____] [_____] Fax/Telecopy No.: [(___) ___-____]
With a copy to:	Patton Boggs LLP. 2000 McKinney Ave., Suite 1700 Dallas, Texas 75201 Attn: James C. Chadwick, Esq. Fax/Telecopy No.: (214) 758-1550

Notices may be delivered to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section 15.9.

15.10 Usury Limitation. In no event shall the amount paid or agreed to be paid to Lender in respect of this Note exceed the highest lawful rate permissible under the then applicable usury laws. If it is hereafter determined by a court of competent jurisdiction that the

Interest payable hereunder is in excess of the amount which Lender may legally collect under the then applicable usury laws, such amount which would be excessive interest shall be applied to the payment of the unpaid portion of the Principal Amount balance due and not to the payment of Interest or, if all of the Principal Amount shall previously have been paid, such amount which would be excessive interest shall be repaid by Lender to Borrower or to whomever may be lawfully entitled to receive such amount or as a court of competent jurisdiction may direct.

15.11 Severability. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

15.12 Counterparts; Effectiveness. This Note may be executed pursuant to any number of counterpart signature pages, all of which, when taken together, shall be deemed to constitute the signatures to one instrument. This Note shall become effective upon the execution of a counterpart signature page to this Note by each of the parties hereto.

15.13 Publication. Each Loan Party and Lender shall cooperate in the publication of a tombstone or similar advertising material relating to the financing transactions contemplated by this Note.

15.14 Confidentiality. Lender agrees to use all commercially reasonable efforts to keep confidential any non-public information delivered to Lender by or on behalf of the Loan Parties pursuant to the Loan Documents and not to disclose such information to Persons other than the following Persons, provided that they are apprised of the Lender's non-disclosure obligations hereunder: Lender's affiliates, officers, directors and employees; or Lender's potential assignees or participants; or Persons employed by or engaged by Lender or Lender's assignees or participants including, without limitation, attorneys, auditors, professional consultants, rating agencies and portfolio management services. The confidentiality provisions contained in this subsection shall not apply to disclosures (a) required to be made by Lender to any regulatory or governmental agency or pursuant to legal process or (b) consisting of general portfolio information that does not identify the Loan Parties. The obligations of Lender under this subsection 15.14 shall supersede and replace the obligations of Lender under any confidentiality agreement in respect of this financing executed and delivered by Lender prior to the date hereof. In no event shall Lender be obligated or required to return any materials furnished by any Loan Party.

Notwithstanding the foregoing, and notwithstanding any other express or implied agreement or understanding to the contrary, each of the parties hereto and their respective employees, representatives, and other agents are authorized to disclose the tax treatment and tax structure of these transactions to any and all persons, without limitation of any kind. Each of the parties hereto may disclose all materials of any kind (including opinions or other tax analyses) insofar as they relate to the tax treatment and tax structure of the transactions contemplated by the Loan Documents. This authorization does not extend to disclosure of any other information including (without limitation) (a) the identities of participants or potential participants in the transactions (b) the existence or status of any negotiations, (c) any pricing other financial

information or (d) any other term or detail not related to the tax treatment and tax structure of the transactions contemplated by the Loan Documents.

16. Guaranty and Cross-Guaranty.

16.1 Guaranty and Cross-Guaranty. Each Guarantor hereby agrees that it is jointly and severally liable for, and hereby absolutely and unconditionally guarantees to Lender and its successors and assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of, all Obligations owed or hereafter owing by Borrower and each other Guarantor. Each Guarantor agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 16 will not be discharged until the payment and performance, in full, of the Obligations, and that its obligations under this Section 16 are absolute and unconditional, irrespective of, and unaffected by:

(a) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Note, any other Loan Document or any other agreement, document or instrument to which any Loan Party is or may become a party;

(b) the absence of any action to enforce this Note (including this Section 16) or any other Loan Document or the waiver or consent by Lender with respect to any of the provisions thereof;

(c) the existence, value or condition of, or failure to perfect, any Lien to secure or security for the Obligations or any action, or the absence of any action, by Lender in respect thereof (including the release of any such Lien or security);

(d) the insolvency of any Loan Party; or

(e) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

Each Guarantor will be regarded, and be in the same position, as principal debtor with respect to the Obligations guaranteed hereunder.

16.2 Waivers by Guarantors.

(a) Each Guarantor expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel Lender to marshal assets or to proceed in respect of the Obligations guaranteed hereunder against Borrower or any other Guarantor, any other party or against any Collateral or other security for the payment and performance of the Obligations before proceeding against, or as a condition to proceeding against, any Guarantor.

(b) To the maximum extent permitted by law, each Guarantor, in its capacity as a Guarantor hereunder or a surety as a result of joint and several obligations hereunder, hereby waives and agrees not to assert or take advantage of:

(i) the unenforceability or invalidity of any security or guaranty or the lack of perfection or continuing perfection, or failure of priority of any Lien or other security for the Obligations;

(ii) any and all rights and defenses arising out of an election of remedies by Lender;

(iii) any defense based upon any failure to disclose to any Loan Party any information concerning the financial condition of any other Loan Party or any other Person or any other circumstances bearing on the ability of any other Loan Party or any other Person to pay and perform all obligations due under this Note or any of the other Loan Documents;

(iv) any failure of Lender to comply with applicable laws in connection with the sale or disposition of any Collateral or other security, including, without limitation, any failure by Lender to conduct a commercially reasonable sale or other disposition of such Collateral or other security;

(v) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal, or that reduces a surety's or guarantor's obligations in proportion to the principal's obligation;

(vi) any use of cash collateral under Section 363 of the Bankruptcy Code;

(vii) any defense based upon an election by Lender in any proceeding instituted under the Bankruptcy Code of the application of Section 1111(b)(2) of the Bankruptcy Code or any successor statute;

(viii) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code;

(ix) any right of subrogation, any right to enforce any remedy which Lender may have against any other Loan Party or any other Person and any right to participate in, or benefit from, any Collateral or other security now or hereafter held by Lender for the Obligations;

(x) presentment, demand, protest and notice of any kind, including notice of acceptance of this Note and of the existence, creation or incurring of new or additional Obligations;

(xi) the benefit of any statute of limitations affecting the liability of any Loan Party or other Person or the enforcement of this Note or any other Loan Document;

(xii) relief from any applicable valuation or appraisement laws;

(xiii) any other action by Lender, whether authorized by this Note or otherwise, or any omission by Lender or other failure of Lender to pursue, or delay in pursuing, any remedy in its power; and

(xiv) any and all claims and/or rights of counterclaim, recoupment, setoff or offset.

Each Guarantor agrees that the payment and performance of all Obligations or any part thereof or other act which tolls any statute of limitations applicable to this Note or the other Loan Documents will similarly operate to toll the statute of limitations applicable to such Guarantor's liability hereunder.

(c) It is agreed among each Guarantor and Lender that the foregoing waivers are of the essence of the transaction contemplated by this Note and the other Loan Documents and that, but for the provisions of this Section 16 and such waivers, Lender would decline to enter into this Note.

16.3 Benefit of Guaranty. Each Guarantor agrees that the provisions of this Section 16 are for the benefit of Lender and its successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any other Guarantor and Lender, the obligations of such other Guarantor under the Loan Documents.

16.4 Waiver of Subrogation, Etc. Notwithstanding anything to the contrary in this Note or in any other Loan Document, and except as set forth in Section 16.7, each Guarantor hereby expressly and irrevocably waives any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor. Each Guarantor acknowledges and agrees that this waiver is intended to benefit Lender and does not limit or otherwise affect such Guarantor's liability hereunder or the enforceability of this Section 16, and that Lender and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 16.4.

16.5 Election of Remedies. If Lender may, under applicable law, proceed to realize its benefits under any of the Loan Documents giving Lender a Lien upon any Collateral, whether owned by any Loan Party or by any other Person, either by judicial foreclosure or by non judicial sale or enforcement, Lender may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of its rights and remedies under this Section 16. If, in the exercise of any of its rights and remedies, Lender shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Loan Party or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Guarantor hereby consents to that action by Lender and waives any claim based upon that action, even if that action by Lender would result in a full or partial loss of any rights of subrogation that any Guarantor might otherwise have had but for that action by Lender. Any election of remedies that results in the denial or impairment of the right of Lender to seek a deficiency judgment against any Loan Party will not impair any other Loan Party's obligation to pay the full amount of the Obligations. In the event Lender bids at any foreclosure or trustee's sale or at any private sale permitted by law or the Loan Documents, Lender may bid all or less than the amount of the

Obligations and the amount of the bid need not be paid by Lender but will be credited against the Obligations. The amount of the successful bid at any sale, whether Lender or any other party is the successful bidder, will be conclusively deemed to be the fair market value of the Collateral and the difference between such bid amount and the remaining balance of the Obligations will be conclusively deemed to be the amount of the Obligations guaranteed under this Section 16, notwithstanding that any present or future law or court decision or ruling may have the effect of reducing the amount of any deficiency claim to which Lender might otherwise be entitled but for the bidding at the sale.

16.6 Limitation. Notwithstanding any provision herein contained to the contrary, each Guarantor's liability under this Section 16 will be limited to an amount not to exceed as of any date of determination the greater of:

(a) the net amount of the Loan advanced to any other Loan Party under this Note and then re-loaned or otherwise transferred to, or for the benefit of, such Guarantor; and

(b) the amount that could be claimed by Lender from such Guarantor under this Section 16 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Guarantor's right of contribution and indemnification from each other Guarantor under Section 16.7.

16.7 Contribution with Respect to Guaranty Obligations.

(a) To the extent that any Guarantor makes a payment under this Section 16 of all or any of the Obligations (a "**Guarantor Payment**") that, taking into account all other Guarantor Payments then previously or concurrently made by the Guarantors, exceeds the amount that such Guarantor would otherwise have paid if each Guarantor had paid the aggregate Obligations satisfied by such Guarantor Payment in the same proportion that such Guarantor's Allocable Amount (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of all of the Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following indefeasible payment in full in cash of the Obligations, such Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the "**Allocable Amount**" of any Guarantor equals the maximum amount of the claim that could then be recovered from such Guarantor under this Section 16 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

(c) This Section 16.7 is intended only to define the relative rights of Guarantors and nothing set forth in this Section 16.7 is intended to impair the obligations of the

Guarantors, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Note, including Section 16.1.

(d) The parties acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Guarantor to which such contribution and indemnification is owing.

(e) The rights of the indemnified Guarantors against other Guarantors under this Section 16.7 will be exercisable upon the full and indefeasible payment of the Obligations.

16.8 Liability Cumulative. The liability of the Guarantors under this Section 16 is in addition to and is cumulative with all liabilities of each Guarantor to Lender under this Note and the other Loan Documents to which such Guarantor is a party or in respect of any Obligations, without any limitation as to amount, unless the instrument or agreement evidencing or creating the other liability specifically provides to the contrary.

16.9 Release of Guarantee Obligations.

(a) Upon the written request of Borrower in connection with any disposition of all of the equity interests in a Guarantor permitted by the Loan Documents or otherwise permitted by Lender, Lender shall take such actions as shall reasonably be required to release any guarantee obligations under any Loan Document of such Guarantor, to the extent necessary to permit consummation of such disposition in accordance with the Loan Documents.

(b) When all Obligations (other than any contingent or indemnification obligations not then due) have been paid in full and each Loan Party has executed a release in favor of Lender and its agents and affiliates in form and substance acceptable to Lender, upon the written request of Borrower, Lender shall take such actions as shall reasonably be required to release all guarantee obligations under any Loan Document, whether or not on the date of such release there may be contingent obligations not then due. Any such release of guarantee obligations shall be deemed subject to the provision that such guarantee obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Loan Party or any substantial part of its property, or otherwise, all as though such payment had not been made.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Note as of the day and year first written above.

PROMISE HEALTHCARE, INC., as Borrower

By: _____
Name: _____
Title: _____
FEIN: _____

PROMISE HOSPITAL OF ASCENSION, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 20-4929219

PROMISE HOSPITAL OF BATON ROUGE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 42-1578831

PROMISE HOSPITAL OF DADE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 02-0747837

PROMISE HOSPITAL OF FLORIDA AT THE VILLAGES, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

PROMISE HOSPITAL OF LEE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 03-0508552

PROMISE HOSPITAL OF LOUISIANA, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 72-1224886

PROMISE HOSPITAL OF PHOENIX, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 20-0941318

PROMISE HOSPITAL OF SALT LAKE, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 94-3430659

PROMISE HOSPITAL OF SAN ANTONIO, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 20-0941290

PROMISE HOSPITAL OF SOUTHEAST TEXAS, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 68-0507946

PROMISE HOSPITAL OF VICKSBURG, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: 52-2382834

PROMISE HOSPITAL OF GONZALES, INC., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

PROMISE HOSPITAL OF EAST LOS ANGELES, L.P. D/B/A SUBURBAN MEDICAL CENTER, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

QUANTUM HEALTH, INC. D/B/A PROMISE HOSPITAL OF SAN DIEGO, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

HLP PARTNERS OF MIAMI-DADE, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

HLP PROPERTIES OF LEE, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

HLP PROPERTIES OF PORT ARTHUR, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

BOSSIER LAND ACQUISITION CORP., as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

LH ACQUISITION, LLC, as a Guarantor

By: _____
Name: _____
Title: _____
FEIN: _____

ACCEPTED AND AGREED:

SUN CAPITAL HEALTHCARE, INC., as Lender

By: _____
Name:
Title:

EXHIBIT F

Execution Version
EXHIBIT F

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

PROMISE HEALTHCARE, INC.

Promise Healthcare, Inc. (the "**Corporation**"), a corporation organized and existing under the Florida Business Corporation Act, Chapter 607 of the Florida Statutes (the "**Florida Business Corporation Act**") hereby certifies as follows:

1. That the Corporation was incorporated on May 30, 2003 under the name Promise Healthcare, Inc., pursuant to the Florida Business Corporation Act.

2. Pursuant to Sections 607.1006 and 607.1007 of the Florida Business Corporation Act of the State of Florida, these Amended and Restated Articles of Incorporation (these "**Restated Articles**") restate and integrate and further amend the provisions of the Articles of Incorporation of this Corporation.

3. These Restated Articles contain amendments that required shareholder approval.

4. These Restated Articles were duly adopted by joint unanimous written consent of the Board of Directors and the shareholders of the Corporation on _____, 2011. The number of votes cast by the shareholders for the amendments contained in these Restated Articles was sufficient for approval.

ONE. That the name of the Corporation is: Promise Healthcare, Inc. (the "**Corporation**").

TWO. The address of the Corporation's registered office in the State of Florida is 999 Yamato Road, Third Floor, Boca Raton, Florida 33431. The name of its registered agent at such address is David J. Armstrong.

THREE. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

FOUR. The Corporation is authorized to issue two classes of stock to be designated, respectively, "**Common Stock**" and "**Preferred Stock.**" The total number of shares the Corporation is authorized to issue is [_____] (____). The total number of shares of Preferred Stock that the Corporation is authorized to issue is [_____] (____), no par value. The total number of shares of Common Stock that the Corporation is authorized to issue is Twenty Two Thousand Five Hundred (22,500), par value $1.00 per share.

The relative rights, preferences, privileges and restrictions granted to or imposed upon the respective classes and series of the shares of capital stock or the holders thereof are as set forth below:

Section 1. Rank.

The Preferred Stock shall, with respect to dividend and other distribution rights, and rights on liquidation, dissolution and winding up, rank senior to the Common Stock.

Section 2. Dividends.

(a) **General.** No dividend shall be declared or paid on any shares of capital stock of the Corporation in any year until the Preferred Return (as defined below) has been fully paid on the Preferred Stock.

(b) Upon the Preferred Stock receiving cumulative distributions (including any dividends paid on the Preferred Stock) equal to the Preferred Return, the Corporation shall not declare or pay any dividends on the Preferred Stock.

Section 3. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding-down of the Corporation, either voluntarily or involuntarily, prior and in preference to any distribution of any of the assets or funds of the Corporation to any other holders of the Common Stock by reason of their ownership of such stock, the holders of Preferred Stock shall be entitled to receive for each outstanding share of Preferred Stock then held by them an aggregate amount equal to the Preferred Return. The "**Preferred Return**" for each share of Preferred Stock shall be an amount equal to the [_____].[1]

(b) If, upon such liquidation, dissolution or winding-down of the Corporation, the assets of the Corporation are insufficient to provide for the cash payment of the full aforesaid Preferred Return to the holders of Preferred Stock, such assets as are available shall be distributed ratably among the holders of Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(c) Thereafter, all remaining assets or funds available for distribution shall be distributed pro rata to the holders of Common Stock in proportion to the number of shares of Common Stock held by them.

(d) Notwithstanding the foregoing, in no event shall (x) the sale of capital stock by the Corporation for the primary purpose of raising capital, (y) the acquisition by the Corporation of one or more operating businesses or (z) the issuance of shares to the Corporation's officers, directors, senior employees or other key personnel of up to twenty percent (20%) of the total shares of the Corporation be deemed a liquidation, dissolution or winding-down of the Corporation.

(e) If any of the assets of the Corporation are to be distributed under this Section 3, or for any other purpose, in a form other than cash, then the Board of Directors shall be empowered to, and shall promptly determine in good faith the value of the assets to be distributed to the holders of Preferred Stock and Common Stock. This Corporation shall, upon

[1] Total number of shares of Preferred Stock divided by $75 million

receipt of such determination, give prompt written notice of the determination to each holder of shares of Preferred Stock and Common Stock.

Section 4. Voting.

(a) **General.** Except as required by law or as otherwise set forth herein, the Preferred Stock shall have no voting rights, and only shares of Common Stock shall have voting rights.

(b) **Common Stock.** Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(c) **Approval by Preferred Stock.** In addition to any other class vote that may be required by law, the Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent) of the holders of at least 50% of the then outstanding shares of Preferred Stock, amend, alter, waive or change the rights, preferences, privileges or restrictions of the Preferred Stock including, but not limited to, any amendment, alteration, waiver or change in any provision of the Corporation's Bylaws or these Restated Articles.

(d) **Approval by Common Stock.** In addition to any other class vote that may be required by law, the Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent) of the holders of 100% of the then outstanding shares of Common Stock, amend, alter, waive or change the rights, preferences, privileges or restrictions of the Preferred Stock in a manner that adversely affects the holders of Common Stock.

FIVE. The Corporation is to have perpetual existence.

SIX. Except as otherwise provided in the Amended and Restated Articles of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

SEVEN. Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

EIGHT. Meetings of stockholders may be held within or without the State of Florida, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside of the State of Florida at such place or places as may be designated from time to time by the Board of Directors of the Corporation or in the Bylaws of the Corporation.

NINE. The Corporation shall indemnify its present or former officers, directors, employees, or agents to the full extent permitted by the Florida Business Corporation Act or any of the applicable laws presently or hereafter in effect, including the payment of defense costs, with respect to any acts or omissions in their capacity as officers, directors, employees, or agents

of the Corporation. In addition, no officer, director, employee, or agent of the Corporation will be personally liable to the Corporation or its stockholders for monetary damages or otherwise with respect to any acts or omissions in the performance of his or her duties for the Corporation unless such act or omission in the performance of duties, or indemnification by the Corporation therefor, is expressly prohibited by law. Any amendment or repeal of this Article NINE will not adversely affect any right or protection of an officer, director, employee, or agent of the Corporation that existed immediately prior to such amendment or repeal with respect to any prior act or omission.

TEN. The number of directors of the Corporation shall be as set forth in the Bylaws. Subject to the approved requirements contained in these Restated Articles, such number of directors may be increased or decreased from time to time as provided in the Bylaws, but shall never be less than one (1).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Articles of Incorporation to be signed by Howard B. Koslow, its President, this _____ day of _____, 2011.

PROMISE HEALTHCARE, INC.

_____

Howard B. Koslow, President

EXHIBIT G

Execution Version
Exhibit G

EQUITY TRANSFER AGREEMENT

(FP DESIGNEE)

THIS EQUITY TRANSFER AGREEMENT is made as of [_____] [__], 2011 (this "Agreement"), between Founding Partners Designee, LLC, a Delaware limited liability company ("FP Designee"), and the Owners whose signatures appear on the attached signature pages (each an "Owner" and collectively, the "Owners").

WHEREAS, immediately prior to the execution of this Agreement the Owners own the number of shares and, if any, number or percentage of membership interests ("Equity Interests") reflected in the respective columns below each of such Owner's name on Exhibit "A" attached hereto, which Equity Interests reflected in each row represent 100.0% of the Equity Interests of each of the corresponding companies listed on Exhibit "A" (collectively, the "Companies").

WHEREAS, in furtherance of the settlement (the "Settlement") with the parties hereto, *inter alia*, set forth in that certain Settlement Agreement made as of [_____], 2011 (together with all schedules, exhibits and annexes, the "Settlement Agreement") by Promise Healthcare, Inc., Sun Capital Healthcare, Inc., the Owners, Mark Dawson, Sun Capital, Inc., Success Healthcare, LLC, the subsidiaries and affiliates set forth on Annex I attached thereto, FP Designee, and Daniel S. Newman, Esq., as receiver, the Owners desire to transfer and assign all of their Equity Interests in the Companies, representing 100% of the Equity Interests in the Companies, to FP Designee, and FP Designee desires to receive and accept the Equity Interests on the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises, respective representations and warranties hereinafter set forth, the respective covenants and agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Representations and Warranties of the Owners. Each Owner hereby represents and warrants to FP Designee that:

(a) Each Owner is an individual.

(b) Each Owner has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by each Owner, and constitutes a valid and binding agreement of each Owner and is enforceable against each Owner in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

(c) The Equity Interests represent all of the securities of the Company and are owned by each of the Owners, free and clear of any and all liens and encumbrances (collectively, "Encumbrances").

(d) The transfer of Equity Interests contemplated hereby by each Owner does not require any consent, waiver, authorization, approval of or filing with, or notice to, any governmental entity, individual, partnership, firm, corporation, association, trust, unincorporated organization, joint venture, limited liability company, governmental authority or other entity.

(e) Except for the transfer of the Equity Interests contemplated hereby, none of the Companies have outstanding any securities or securities convertible or exercisable into or exchangeable for any of its respective Equity Interests or outstanding any rights to subscribe for or to purchase, or any warrants or options for the purchase of, or any agreements (contingent or otherwise), providing for the issuance of, or any calls, commitments, understandings or claims of any character relating to the issuance or voting or otherwise of any of its respective Equity Interests or any securities convertible or exercisable into or exchangeable for any of its Equity Interests.

(f) The execution, delivery, and performance by each Owner of this Agreement and the consummation by such Owner of the transactions contemplated hereby does not and will not (i) violate, conflict with or result in a breach of, constitute a default by such Owner, result in the acceleration of (or create an event which, with notice of or lapse of time or both, would constitute a default or result in the acceleration of), or give rise to any penalty, right of termination, modification, cancellation or acceleration or loss of a material benefit or require any notice under, any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement, arrangement, or other instrument to which such Owner or any of such Owner's assets may be bound, except for those required consents that have or will be obtained in connection with the transactions contemplated hereby, (ii) violate or result in a material breach of any judgment, writ, injunction, decree, stipulation, agreement, determination or award entered or issued by a governmental authority applicable to such Owner, or (iii) result in the creation of any Encumbrance upon any Equity Interests.

2. Representations and Warranties of FP Designee. FP Designee hereby represents and warrants as follows:

(a) FP Designee is duly organized, validly existing and in good standing as a

[ ] under the laws of the its jurisdiction of organization.

(b) FP Designee has power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by FP Designee has been duly authorized by all requisite corporate action on the part of FP Designee. This Agreement has been duly and validly executed and delivered by FP Designee and constitutes the valid and binding obligation of FP Designee, enforceable against FP Designee in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) With respect to all Equity Interests constituting shares (the "Shares"):

i. FP Designee is purchasing the Shares hereunder for its own account and not with a view to any resale or distribution of such Shares in violation of the Securities Act of 1933, as amended (the "Securities Act").

ii. FP Designee acknowledges that (A) the sale of the Shares to be acquired hereunder has not been registered under the Securities Act, and (B) the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

iii. FP Designee understands that an investment in the Shares involves substantial risks and is suitable only for persons of substantial financial resources who have no need for liquidity in their investment and can afford the total loss of their investment. FP Designee has adequate means for providing for its current needs and contingencies and can bear the economic risk associated with holding the Shares.

iv. FP Designee has been furnished with all materials relating to the business, finances and operations of the Companies consisting of corporations and their subsidiaries and all materials relating to the issuance of the Shares that have been requested by it. FP Designee has been afforded the opportunity to ask questions of such corporations and has received satisfactory answers to any such inquiries.

v. FP Designee understands that no United States federal or state agency or any other United States or other governmental entity has passed upon or made any recommendation or endorsement of the Shares.

vi. FP Designee understands that the Shares are being delivered to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Owners are relying upon the truth and accuracy of, and its compliance with, its representations, warranties, agreements, acknowledgments and understandings set forth in this Section 2 in order to determine the applicability of such exemptions.

3. Transfer. Each Owner hereby transfers to FP Designee its Equity Interests.

4. Assumption. FP Designee hereby accepts and assumes each Owner's Equity Interests constituting membership interests, if any.

5. Successors and Assigns. This Agreement shall bind and benefit the parties to this Agreement and their respective successors and assigns.

6. GOVERNING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS (AS DEFINED IN THE SETTLEMENT AGREEMENT) IN THE SETTLEMENT APPROVAL ORDER (AS DEFINED IN THE SETTLEMENT AGREEMENT), AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

7. Modifications/Waivers, etc. The terms of this Agreement may be altered, modified, or amended only by an instrument in writing duly executed by each of the parties hereto, without prejudice to the provisions of the respective governing documents of the

Companies. None of the parties hereto has received any promises, representations, inducements, or agreements not set forth in this Agreement from any other party hereto with respect to the subject matter of this Agreement, and he, she or it has executed and entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances.

8. Notices. All notices, offers, acceptances and other communications required or permitted hereunder (each a "Notice") shall be in writing and sent (a) by personal delivery, (b) by overnight or similar courier, or (c) by registered or certified mail, postage paid, return receipt requested, in each case addressed, as follows: (i) if to FP Designee, to [_____] and (ii) if to any Owner, to their respective addresses recorded with the Companies. Each Notice shall be deemed given and effective upon its actual receipt (or refusal of receipt). Any party may by Notice to the other parties in accordance with this Section 8 change the address to which Notices shall be sent by designating a new address for receipt of Notices.

9. Headings. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

10. Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

11. Preamble and Recitals. The terms of the preamble and recitals hereto are hereby incorporated into the binding terms hereof.

12. Incorporation of Settlement Agreement. The Settlement Agreement identified in this Agreement is incorporated herein by reference and made a binding part hereof.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. Transmission by facsimile or other electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, each of the parties hereto has executed this Equity Transfer Agreement as of the date first above written.

FP Designee:

FOUNDING PARTNERS DESIGNEE, LLC

By:_____
Name:
Title:

The Owners:

_____
PETER BARONOFF

_____
MALINDA BARONOFF

_____
HOWARD KOSLOW

_____
JANE KOSLOW

_____
LAWRENCE LEDER

_____
CAROLE LEDER

EXHIBIT A

	Number/Percentage of Shares or Membership Interests			
Company	Peter R. Baronoff and Malinda Baronoff, as Tenants by the Entirety	Howard B. Koslow and Jane Koslow, as Tenants by the Entirety	Lawrence Leder and Carole Leder, as Tenants by the Entirety	Total
Superior Hospital Corporation, Inc.				

EXHIBIT H

Execution Version
EXHIBIT H

AMENDED AND RESTATED

STOCKHOLDERS' AGREEMENT

THIS AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT is dated as of [ ], 2011 (this "Agreement"), among Promise Healthcare, Inc., a Florida corporation (the "Corporation"), Sun Capital Healthcare, Inc., a Florida corporation ("SCHI"), and the persons listed on the signature pages hereof (such persons, together with any other persons who may hereafter become "Stockholders" in accordance with the terms hereof, being referred to individually as a "Stockholder" and collectively as the "Stockholders").

W I T N E S S E T H:

WHEREAS, on the date hereof the Stockholders each own the number of shares of common stock, par value $1.00 per share, of the Corporation ("Common Shares") and preferred stock, no par value per share, of the Corporation ("Preferred Shares") reflected in the column next to each of their names on Exhibit A attached hereto, which Common Shares and Preferred Shares in the aggregate represent one-hundred percent (100.0%) of all the outstanding equity securities of the Corporation;

WHEREAS, the Corporation and each of the Stockholders as of the date hereof other than SCHI (the "Minority Stockholders") entered into a Stockholders Agreement dated as of August 25, 2003 (the "Original Stockholders Agreement");

WHEREAS, the Corporation has issued and transferred and SCHI has accepted and subscribed to (i) Common Shares representing ninety-six percent (96.0%) of all the outstanding Common Shares as of the date hereof and (ii) Preferred Shares representing one-hundred percent (100.0%) of all the outstanding Preferred Shares as of the date hereof; and

WHEREAS, the Corporation and the Stockholders desire to amend and restate the Original Stockholders Agreement to add SCHI as a party and to reflect other changes thereto;

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto, intending to be legally bound, hereby agree that the Original Stockholders Agreement is amended and restated in its entirety to read as follows:

1. Original Stockholders Agreement Superseded; Approval of Certain Transactions; Ownership of Shares.

(a) The Original Stockholders Agreement hereby is superseded and, from and after the date hereof, shall be of no further force or effect.

(b) Each Stockholder hereby acknowledges, consents to and approves of the transactions contemplated by that certain Subscription Agreement of even date herewith between the Corporation and SCHI.

(c) Each Stockholder represents and warrants that he, she or it owns, free and clear of any liens, pledges, restrictions or encumbrances (other than any restrictions created by

this Agreement), the number of Common Shares or Preferred Shares set forth opposite his, her or its name on Exhibit A attached hereto.

2. Term of Agreement.

(a) This Agreement shall commence on the date hereof and shall continue in full force and effect until the occurrence of any of the following events, at which time this Agreement shall automatically terminate:

(i) Upon the mutual consent in writing of Stockholders owning not less than one-hundred percent (100%) of the total number of outstanding Common Shares owned by all Stockholders;

(ii) At the time all the outstanding Common Shares are owned by one Stockholder;

(iii) Upon the voluntary or involuntary dissolution of the Corporation;

(iv) Upon one of the following events to occur (each, a "Liquidation Event"): (A) the sale, lease, exchange, transfer or other disposition of all or substantially all of the Corporation's assets, or all or substantially all of the assets of the Corporation's subsidiaries (but excluding any sale or leaseback of real property), provided that any Liquidation Event under this subsection (A) shall be a bona fide transaction on arms' length terms and conditions and approved by the Corporation's board of directors (a "Market Transaction"), or (B) any liquidation, dissolution or winding-down of the Corporation under federal or state law that has been approved by the Corporation's board of directors;

(v) Upon any merger or consolidation with or into another Person that is a Market Transaction (a "Merger");

(vi) As to any Common Shares sold pursuant to a registration statement under the Securities Act of 1933, as amended (the "Securities Act"); or

(vii) As to any Common Shares sold pursuant to Rule 144 under the Securities Act or any successor or similar rule, provided that the Common Shares are listed on a national securities exchange at the time of such sale.

(b) If any Stockholder shall cease to be the owner of any Common Shares or Preferred Shares, such Stockholder shall cease to be a party to or "Stockholder" as used in this Agreement and, subject to Section 2(c) this Agreement shall no longer be binding upon or inure to the benefit of such Stockholder.

(c) Nothing contained in this Section 2 shall affect or impair any rights or obligations arising prior to or at the time of the termination of this Agreement pursuant to Section 2(a) or the termination of its application to any party resulting from the operation of Section 2(b).

3. Voting; Agreement.

(a) Each Stockholder agrees that, effective on the date hereof, Peter Baronoff shall be on the board of directors of the Corporation for so long as he is Chief Executive Officer of the Corporation.

(b) Each Stockholder agrees to vote his, her or its Common Shares and to take such other action as may be necessary or appropriate to effect the provisions of Section 3(a).

4. Restrictions on Transfer.

(a) The Common Shares owned by the Minority Stockholders (the "Restricted Shares") shall not be sold, transferred, assigned, encumbered or otherwise disposed by a Minority Stockholder except as provided for in this Agreement. Notwithstanding the foregoing, a Minority Stockholder shall be permitted to transfer, subject to the restrictions of this Section 4 and solely for purposes of tax or estate planning, all or any portion of the Restricted Shares to: (i) Minority Stockholder's spouse, siblings, lineal descendants (including by means of adoption) and ancestors, and spouses of any of the foregoing ("Immediate Family Members"); (ii) any trust created for their benefit or the benefit of Minority Stockholder's Immediate Family Members, heirs or any other beneficiary; (iii) Minority Stockholder's heirs by bequest; (iv) corporations or limited liability companies in which such Stockholder and/or his Immediate Family Members are the sole equity owners; (v) partnerships in which such Stockholder, his Immediate Family Members and/or an entity referred to in clause (iv) above are the sole equity owners; (vi) trusts solely for the benefit of such Stockholder and/or such Stockholder's Immediate Family Members; (vii) the guardians of such Stockholder or the conservators of his or her property; or (viii) the executors or administrators of such Stockholder's estate (each, a "Permitted Transfer").

(b) Subject to the restrictions on transfer set forth in this Section 4, and prior to any Permitted Transfer becoming effective, (i) Minority Stockholder shall notify the Corporation in writing prior to any transfer of Restricted Shares, which notice shall set forth (A) the date and manner of the proposed transfer, and (B) the number of Restricted Shares to be disposed of, and (ii) the proposed transferee of the Restricted Shares shall have provided the Corporation with a certificate, acceptable to the Corporation and its legal counsel, certifying that the transferee is a permitted transferee and that he, she or it agrees be bound by the terms and conditions of this Agreement and any other agreements relating to the Restricted Shares that may be in place at the time of such transfer.

(c) For so long as the Minority Stockholders own Common Shares, each other Stockholder (other than Minority Stockholders) shall have the right at any time during the term of this Agreement to transfer any or all of its Common Shares or Preferred Shares to any Person (subject to Sections 5(e) and 5(f)), provided that at the time of such transfer each such transferee agrees in writing (in form and substance reasonably satisfactory to the Corporation and the other Stockholders) to be bound by all the provisions of this Agreement applicable to Stockholders.

(d) Each Stockholder shall have the right to sell Common Shares free and clear of the terms, provisions and restrictions of this Agreement (i) in a bona fide public offering of Common Shares pursuant to a registration statement under the Securities Act, or (ii)

subsequent to a bona fide public offering of Common Shares pursuant to a registration statement under the Securities Act, in a permitted transaction for an "affiliate" pursuant to Rule 144 under the Securities Act or any successor or similar rule (whether or not such Stockholder is then an "affiliate" for purposes of such Rule).

(e) In the event of any transfer in accordance with the provisions of this Section 4, written notice of the transfer shall be delivered by the transferring Stockholder to the Corporation within five (5) business days of such transfer (unless otherwise provided herein) and, in the case of any transfer pursuant to Sections 4(a) or 4(c), references herein to "Stockholder" or "Stockholders" shall include each permitted transferee of a Stockholder.

(f) The terms and provisions of this Agreement shall apply to all Common Shares now owned or which hereafter may be sold or issued to any of the parties or which hereafter otherwise may be acquired by any of the parties in any manner whatsoever. In the event of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, subdivision, stock split, combination, sale, lease or transfer of assets, distribution to shareholders, amendment of the articles of incorporation or any other change in or affecting the capital stock or the capital structure of the Corporation and not otherwise addressed in this Agreement, appropriate adjustments shall be made with respect to the relevant provisions of this Agreement (including without limitation references to a particular number of Common Shares) so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of the parties hereto under this Agreement.

5. Redemption of Restricted Shares; Conversion; Drag-Along Rights; Tag-Along Rights.

(a) For purposes of this Agreement:

(i) "Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. In addition to the foregoing, if the specified Person is an individual, the term "Affiliate" also includes (A) the individual's spouse, (B) the members of the immediate family (including parents, siblings and children) of the individual or of the individual's spouse and (C) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise;

(ii) "EBITDA" shall be (A) equal to earnings before interest, taxes, depreciation and amortization, (B) based on GAAP consistently applied, (C) exclude non-recurring and extraordinary items (including but not limited to start-up losses generated by new facilities), and (D) subject to adjustments in connection with any sale, wind-down, lease, transfer or other disposition of assets, and any acquisition,

consummated during the latest twelve-month period, which adjustments shall be mutually agreeable to the Stockholders and the Corporation;

(iii) "Liquidation Proceeds" shall mean net proceeds from a Liquidation Event which, for the avoidance of doubt, shall be net of payment of all amounts due and owing under the Senior Loan, the outstanding principal balance under the Subordinated Note, and the outstanding return that may be due to the holders of the Preferred Shares (provided that in no event shall payments on Preferred Shares, in whatever form and at whatever time, exceed $75,000,000);

(iv) "Person" means an individual or an entity, including a corporation, limited liability company, partnership, trust, unincorporated organization, association or other business or investment entity;

(v) "Redemption Price" shall mean Liquidation Proceeds multiplied by a fraction, the *numerator* of which is the total number of Restricted Shares owned by a Minority Stockholder and the *denominator* of which is the total number of Common Shares held by all Stockholders;

(vi) "Senior Loan" means the Senior Loan and Security Agreement of even date herewith, among the Corporation, as Borrower, certain subsidiaries of the Corporation, as Guarantors, and SCHI, as Lender, as in effect on the date hereof in the original principal amount of $75,000,000, or any replacement, extension or refinancing of the Senior Loan permitted by Section 10(b) of this Agreement, and as the same may be amended or supplemented as permitted by Section 10(a) of this Agreement; and

(vii) "Subordinated Note" means the Subordinated Note and Security Agreement of even date herewith, among the Corporation, as Borrower, certain subsidiaries of the Corporation, as Guarantors, and SCHI, as Lender, as in effect on the date hereof in the original principal amount of $125,000,000, or any replacement, extension or refinancing of the Subordinated Note permitted by Section 10(b) of this Agreement, and as the same may be amended or supplemented as permitted by Section 10(a) of this Agreement.

(b) Subject to Section 5(d), in connection with any Liquidation Event that results in Liquidation Proceeds, the Corporation shall be obligated to redeem the Restricted Shares from each Minority Stockholder for the Redemption Price. Notwithstanding anything to the contrary contained in this Agreement, such redemption payments shall (i) have priority over any payments by the Corporation of accrued interest on account of the Subordinated Note (including any payments paid in kind) and (ii) be required to be made whether or not such Liquidation Event results from one transaction or a series of transactions. Within three (3) business days of the occurrence of a Liquidation Event, the Corporation shall be obligated to redeem the Restricted Shares from each Minority Stockholder for the Redemption Price. Unless otherwise agreed to by the Stockholders, the redemption payments shall be made pro rata based on the form of consideration received as Liquidation Proceeds (i.e., cash, stock or otherwise).

(c) Subject to Section 5(d), in connection with any Merger, the Restricted Shares held by the Minority Stockholders shall be converted pro rata based on the same form of consideration received by the other Stockholders of the Corporation (i.e., cash, stock or otherwise) and on other terms consistent with any rights and preferences of the Common Shares and subject to the priority set forth in Section 5(b).

(d) As of the date of this Agreement the Restricted Shares represent four percent (4%) of all outstanding Common Shares of the Corporation. The redemption by the Corporation pursuant to Section 5(b) and the conversion by the Minority Stockholders pursuant to Section 5(c) shall be subject to the Corporation achieving at least ninety percent (90%) of the EBITDA target for the fiscal year ended prior to the year in which such redemption or conversion occurs:

Fiscal Year ended December 31,		EBITDA Target
2012		$34,500,000
2013		$40,100,000
2014		$51,500,000
2015		$58,100,000
2016		$61,900,000

Solely in the case of a Liquidation Event or Merger pursuant to which the EBITDA target is not achieved as provided above, fifty percent (50%) of the Restricted Shares shall be forever retired and not redeemed or converted and the holders of the Restricted Shares shall have no further rights with respect to such fifty percent (50%) of the Restricted Shares. In the event that the Corporation or any of its subsidiaries engage in any sale and leaseback of real property, then the foregoing EBITDA targets shall be subject to adjustments resulting from such transaction. In the event of such a transaction, the Minority Stockholders shall propose revisions to the EBITDA targets to SCHI and the parties shall endeavor to mutually agree to appropriate revisions. In the event the parties are unable to reach agreement as to appropriate revisions to the EBITDA targets, either of such parties may request that such dispute be submitted to arbitration for resolution before a single arbitrator in either Miami-Dade, Broward or Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and judgment upon the award rendered may be entered in any court having jurisdiction. The decision by any such arbitrator shall be final and binding on the parties.

(e) If at any time SCHI or any of its transferees holding at such time a majority of the Corporation's outstanding capital stock, proposes to transfer (other than a pledge) any or all of their/its Common Shares to any Person not an Affiliate (a "Disposition"), then such stockholder(s) (the "Disposing Stockholder"), may, at least five (5) business days prior to the consummation of the Disposition, give written notice (a "Drag-Along Notice") to the Minority Stockholders specifying in reasonable detail the identity of the proposed transferee(s), the number of shares to be transferred and the terms and conditions of the Disposition (which notice

shall specify that it is being delivered pursuant to this Section 5(e)), and the Minority Stockholders shall be required, if requested by the Disposing Stockholder, to participate ratably in such Disposition with respect to any Restricted Shares owned by such Minority Stockholders (without regard to Section 5(d)) at the same price per share of Common Shares as that offered to the Disposing Stockholder, and on other terms and conditions consistent with any rights and preferences of the Common Shares. Notwithstanding the foregoing, in connection with any Disposition under this Section 5(e), such Minority Stockholder shall be required to join on a pro rata basis (based on the number of shares to be transferred) in any indemnification that the Disposing Stockholder agrees to provide in connection with such transfer (including indemnification with respect to representations and warranties given by a stockholder regarding such stockholder's title to and ownership of its shares) only to the extent of the net cash proceeds paid to such Minority Stockholder in connection with the transaction (but in any event not more than any percentage cap to which the Disposing Stockholder has agreed).

(f) If at any time a Disposing Stockholder intends to transfer any or all of their/its Common Shares to any Person not an Affiliate, the Disposing Stockholder shall deliver a written notice (the "Tag-Along Notice") to the Minority Stockholders specifying in reasonable detail the identity of the proposed transferee(s), the number of shares to be transferred and the terms and conditions of the transfer (which notice shall specify that it is being delivered pursuant to this Section 5(f)). The Minority Stockholders may elect to participate in the contemplated transfer at the same price per share and on the same terms and conditions by delivering written notice to the Disposing Stockholder within five (5) business days after delivery of the Tag-Along Notice (the "Acceptance Notice"). Each Minority Stockholder shall be entitled to sell in the contemplated transfer, at the same price and on the same terms and conditions, a number of Restricted Shares equal to or less than the product obtained by multiplying the total number of Common Shares available for sale to the proposed transferee(s) subject to the terms set forth in the Tag-Along Notice by a fraction, the *numerator* of which is the total number of Restricted Shares owned by such Stockholder and the *denominator* of which is the total number of Common Shares held by all Stockholders, in each case as of the date of the Stockholder Notice. If any Stockholder does not elect to sell the full amount of such Common Shares which such Stockholder is entitled to sell pursuant to this Section 5(f), then any Stockholders who have elected to sell Common Shares shall have the right to sell, on a pro rata basis (based on the number of Common Shares held by each such Stockholder) with any other Stockholders and up to the maximum number of Common Shares stated in each such Stockholder's Acceptance Notice, any Common Shares not elected to be sold by such Stockholder. If a Minority Stockholder elects to transfer all or a portion of such Minority Stockholder's Restricted Shares permitted to be transferred pursuant to this Section 5(f), Minority Stockholder shall be obligated to join on a pro rata basis (based on the number of shares to be transferred) in any indemnification that the Disposing Stockholder agrees to provide in connection with such transfer (including indemnification with respect to representations and warranties given by a stockholder regarding such stockholder's title to and ownership of its shares) only to the extent of the net cash proceeds paid to such Minority Stockholder in connection with the transaction (but in any event not more than any percentage cap to which the Disposing Stockholder has agreed).

(g) Notwithstanding anything to the contrary herein, the number of Restricted Shares a Minority Stockholder shall be permitted to sell pursuant to Section 5(f) shall be fifty

percent (50%) of the Restricted Shares owned by such Minority Stockholder unless the Corporation has achieved at least ninety percent (90%) of the EBITDA target described in Section 5(d)) above for the fiscal year ended prior to the year in which such Disposition occurs, in which case the number of Restricted Shares a Minority Stockholder shall be permitted to sell pursuant to Section 5(f) shall be one-hundred percent (100%) of the Restricted Shares.

6. Legend.

Each certificate representing Shares owned by the Stockholders or by any Persons subject to the provisions of this Agreement shall have stamped, printed or typed thereon, in addition to any other legend required by law, the following legends:

> THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY ARE SUBJECT TO AND SHALL BE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF AN AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, DATED AS OF [ ], 2011, AND AS THEREAFTER MAY BE AMENDED, AMONG PROMISE HEALTHCARE, INC. AND THE STOCKHOLDERS NAMED THEREIN."
>
> THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY MAY NOT BE RESOLD UNLESS THEY ARE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ARE EXEMPT FROM SUCH REGISTRATION, AND TO THE EXTENT APPLICABLE, THEY ARE QUALIFIED UNDER STATE SECURITIES LAW OR ARE EXEMPT FROM SUCH QUALIFICATION.

7. Information, etc. The Corporation shall deliver to each Minority Stockholder the information specified below:

(a) For so long as the Corporation has outstanding obligations due to the Minority Stockholders secured by the assets of Promise Hospital of Louisiana, Inc. ("Promise Hospital") and Bossier Land Acquisition Corp ("Bossier"): as soon as available and in any event within thirty (30) days after the end of each month, consolidating statements of income, retained earnings and cash flows of Promise Hospital and Bossier for each such month and for the period from the beginning of the respective fiscal year to the end of each such month, and the related consolidated balance sheet as at the end of each such month, setting forth in each case in comparative form the corresponding figures for the corresponding month in the preceding fiscal year (if any), accompanied by certificates of the chief financial officers of Promise Hospital and Bossier, which certificates shall state that such financial statements fairly present in all material respects the financial condition and results of operations of Promise Hospital and Bossier in accordance with United States generally accepted accounting principles ("GAAP"), as at the end of, and for, each such month (subject to normal year-end audit adjustments and exclusion of footnotes).

(b) As soon as available and in any event within forty-five (45) days after the end of each quarter of each fiscal year of the Corporation (except for the last quarter, which shall be due in seventy-five (75) days after the end of such quarter), consolidated statements of income, retained earnings and cash flows of the Corporation and its subsidiaries for each such quarter and for the period from the beginning of the respective fiscal year to the end of each such quarter, and the related consolidated balance sheet as at the end of each such quarter, setting forth in each case in comparative form the corresponding figures for the corresponding quarter in the preceding fiscal year (if any), accompanied by a certificate of the chief financial officer of the Corporation, which certificate shall state that such financial statements fairly present in all material respects the financial condition and results of operations of the Corporation and its subsidiaries in accordance with United States generally accepted accounting principles ("GAAP"), as at the end of, and for, each such quarter (subject to normal year-end audit adjustments and exclusion of footnotes).

(c) As soon as available and in any event within five (5) days of receipt by the Corporation, audited statements of income, retained earnings and cash flows of the Corporation and its subsidiaries for such year, and the related consolidated balance sheet as at the end of such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year (if any), and accompanied by an opinion thereof of independent certified public accountants of recognized national standing, which opinion shall state that such financial statements fairly present in all material respects the financial condition and results of operations of the Corporation and its subsidiaries as at the end of, and for, such fiscal year.

(d) Each Minority Stockholder who receives any materials or information pursuant to Section 7(a), 7(b), or 7(c) shall keep, and shall cause its Affiliates to keep, such materials and information confidential.

8. Visitation; Information. Upon reasonable advance written notice and at the sole cost and expense of such Stockholder, the Corporation shall permit such individuals as any Stockholder may designate, during normal business hours and in a manner that is not disruptive to the operations of the Corporation's business, to visit and inspect any of the properties of the Corporation and its subsidiaries, to examine their respective books and records and take copies and extracts therefrom and to discuss their respective affairs with their respective officers, employees and independent accountants during normal business hours. The Corporation hereby authorizes, and hereby agrees to cause each such subsidiary to authorize, its officers, employees and independent accountants to discuss with each such individual designee the affairs of the Corporation and its subsidiaries. Each Stockholder shall keep, and shall cause its Affiliates and designees to keep, such materials and information confidential.

9. Antidilution; Pre-Emptive Rights.

(a) The Corporation shall not permit any of its subsidiaries to issue any equity securities or interests (or any options, warrants or other rights for said equity securities or interests) or any debt securities convertible or exercisable into or exchangeable for any of the foregoing (or any options, warrants or other rights for said debt securities) to any Person other than (i) the Corporation or (ii) a Person other than a stockholder of the Corporation or an Affiliate of a stockholder of the Corporation, in a Market Transaction.

(b) (i) The Corporation agrees that it will not sell or issue (or agree to sell or issue): (A) any shares of capital stock of the Corporation, (B) securities convertible or exercisable into or exchangeable for capital stock of the Corporation, or (C) options, warrants or rights carrying any rights to purchase capital stock of the Corporation, unless the Corporation first submits a written notice to each Stockholder identifying the terms of the proposed sale (including price, number or aggregate principal amount of securities and all other material terms), which notice shall specify that it is being delivered pursuant to this Section 9(b) and offers to each Stockholder the opportunity to purchase its Pro Rata Allotment (as hereinafter defined) of the securities (subject to increase for over allotment if some Stockholders do not fully exercise their rights) on terms and conditions, including price, not less favorable than those on which the Corporation proposes to sell such securities to a party or parties (a "Pre-Emptive Right Notice"). The Corporation's offer pursuant to this Section 9(b) shall remain open and irrevocable for a period of thirty (30) days following receipt by the Stockholders of the Pre-Emptive Right Notice.

(ii) Each of the Stockholders shall have the right to purchase its Pro Rata Allotment by giving written notice of such intent to participate (the "Pre-emptive Right Acceptance Notice") to the Corporation within ten (10) days after receipt by such Stockholder of the Pre-Emptive Right Notice (the "Pre-Emptive Right Acceptance Election Period"). Each Pre-Emptive Right Acceptance Notice shall indicate the maximum number of Common Shares subject thereto which the Stockholder wishes to buy, including the number of Common Shares it would buy if one or more other Stockholders do not elect to participate in the sale on the terms and conditions stated in the Pre-Emptive Right Notice.

(iii) Each Stockholder's "Pro Rata Allotment" of such securities shall be based on the ratio which the number of Common Shares owned by such Stockholder bears to all the issued and outstanding Common Shares as of the date of such written offer (without regard to Section 5(d)). If one or more Stockholders do not elect to purchase their respective Pro Rata Allotment, each of the electing Stockholders may purchase such shares of such Stockholders' allotments taking into account the maximum amount each is wishing to purchase on a pro rata basis, based upon the relative holdings of Common Shares of each of the electing Stockholders in the case of over subscription.

(iv) Any securities so offered that are not purchased by the Stockholders pursuant to the offer set forth in Section 9(b)(i), may be sold by the Corporation, but only on terms and conditions not more favorable to the purchaser than those set forth in the notice to Stockholders, at any time after five (5) days but within sixty (60) days following the termination of the above referenced thirty (30) day period, but may not be sold to any other Person or on terms and conditions, including price, that are more favorable to the purchaser than those set forth in such offer or after such sixty (60) day period without renewed compliance with this 9(b).

(c) The restrictions contained in Sections 9(a) and 9(b) shall not apply to (i) securities issued as a result of any stock split, stock dividend, reclassification or reorganization or similar event with respect to the Common Shares; or (ii) to issuances from time to time by the Corporation of Common Shares, or of securities convertible or exercisable into or exchangeable

for Common Shares, to its officers, directors, senior employees or other key personnel pursuant to any existing or future stock option or other compensation plan, agreement or arrangement, which issuances, in the aggregate, do not exceed 20% of the issued and outstanding Common Shares on the date hereof and which issuances have been approved by the Corporation's board of directors.

10. Corporation's Actions.

(a) The Corporation shall not amend or supplement the Senior Loan or the Subordinated Note in contravention of this Agreement.

(b) The Corporation shall not enter into or increase a credit facility, or replace, extend or refinance a credit facility unless it is a Market Transaction.

11. Entire Agreement. This Agreement, together with that certain Settlement Agreement dated as of even date herewith, among the Stockholders; the Corporation and its subsidiaries; Sun Capital, Inc., a Florida corporation; Success Healthcare, LLC, a California limited liability company; and certain other parties thereto (the "Settlement Agreement") and the other Transaction Documents (as defined in the Settlement Agreement), is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, warranties or undertakings with respect to such subject matter, other than those set forth or referred to herein and therein. This Agreement, together with the Settlement Agreement and the other Transaction Documents, supersedes all prior agreements and understandings (written or oral) between or among the parties with respect to the subject matter covered hereby and thereby. No waiver or modification of any provision of this Agreement shall be valid unless made in writing and signed by the Corporation and all the Stockholders.

12. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Successors and Assigns. All the terms of this Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, personal representatives, successors and permitted assigns of the Stockholders and upon the successors and assigns of the Corporation.

14. Notices. All notices, offers, acceptances and other communications required or permitted hereunder (each a "Notice") shall be in writing and sent (a) by personal delivery, (b) by overnight or similar courier, or (c) by registered or certified mail, postage paid, return receipt requested, in each case addressed, as follows: (i) if to the Corporation, to Promise Healthcare, Inc., 999 Yamato Road, Third Floor, Boca Raton, Florida 33431, Attention: President, (ii) if to SCHI, to Sun Capital Healthcare, Inc., 999 Yamato Road, Third Floor, Boca Raton, Florida 33431, Attention: President, and (iii) if to any Stockholder, to its, his or her address on the books and records of the Corporation. Each Notice shall be deemed given upon actual (or refusal of) receipt. Any party may by Notice to the other parties in accordance with

this Section 15 change the address to which Notices shall be sent by designating a new address for receipt of Notices.

15. Waiver of Jury Trial. Each of the parties hereto waives its right to a jury trial with reference to any and all proceedings, legal or equitable, that may be brought with reference to the rights, duties or obligations of any of the parties hereto.

16. GOVERNING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS (AS DEFINED IN THE SETTLEMENT AGREEMENT) IN THE SETTLEMENT APPROVAL ORDER (AS DEFINED IN THE SETTLEMENT AGREEMENT), AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

17. Counterparts. This Agreement may be executed (including by telecopy, PDF or other facsimile transmission) with counterpart signature pages or in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

18. Further Assurances. Each of the Stockholders agrees to vote his, her or its Common Shares and each of the Corporation and the Stockholders agrees to execute and deliver such documents and instruments and to take such other actions as may be reasonably necessary or advisable, in each case, in order to implement the foregoing provisions of this Agreement.

19. Severability. If at any time subsequent to the date of this Agreement, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force or effect but the illegality or unenforceability of such provision shall have no effect upon or impair the enforceability of any other provision.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Corporation:

PROMISE HEALTHCARE, INC.

By: _____
Name:
Title:

Stockholders:

SUN CAPITAL HEALTHCARE, INC.

By: _____
Name:
Title:

_____
Peter R. Baronoff

_____
Howard B. Koslow

_____
Lawrence Leder

_____
Malinda Baronoff

_____
Jane Koslow

_____
Carole Leder

Mark Dawson

Exhibit A

Capitalization

Name	Number of Common Shares	Number of Preferred Shares
Sun Capital Healthcare, Inc.	21,600	[_____]
Peter R. Baronoff and Malinda Baronoff	270	0
Howard B. Koslow and Jane Koslow	270	0
Lawrence Leder and Carole Leder	270	0
Mark Dawson	90	0

EXHIBIT I

(Intentionally Omitted)

EXHIBIT J

Execution Version
EXHIBIT J

PROMISE HEALTHCARE, INC.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") dated as of [__], 2011 (the "Effective Date") is by and between Howard B. Koslow ("Consultant"), and Promise Healthcare, Inc. ("Promise"), for itself and for the benefit of Sun Capital Healthcare, Inc., Sun Capital, Inc., and Success Healthcare, LLC (the "Affiliates" and collectively, the "Company").

WHEREAS, Consultant was a principal of the Company and was employed by the Company;

WHEREAS, the Company consummated a series of transactions to effect a settlement (the "Settlement"), pursuant to that certain Settlement Agreement among the Consultant, the Company and other parties thereto made as of [___], 2011 (the "Settlement Agreement"; all terms not defined herein shall have the meaning ascribed to them in the Settlement Agreement);

WHEREAS, Consultant's employment with the Company was terminated effective as of the closing of the Restructuring;

WHEREAS, following Consultant's separation and in connection with the Restructuring and post-Restructuring transition, the Company desires to obtain the benefit of Consultant's knowledge and experience with respect to the Company and the industry; and

WHEREAS, Consultant agrees to provide consulting services to the Company, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Company and Consultant agree as follows:

1. Duties and Responsibilities of Consultant. During the Service Period (as defined in Section 2 below), Consultant shall make himself available to the Company at reasonable times and places and shall provide to the Company such information, knowledge, experience, expertise, guidance and advice as the Company may from time to time request, and shall perform such other services which the Company and Consultant may from time to time agree upon (all such services, the "Services"). It is contemplated that virtually all Services shall be provided by way of telephone and electronic mail communication. Nothing herein shall preclude Consultant from engaging in other business ventures or services so long as Consultant is not otherwise in breach of this Agreement or any other agreement Consultant may have with the Company.

2. Service Period; Service Fees; etc. The engagement of Consultant to provide Services hereunder shall commence as of the Effective Date and shall continue until the third anniversary of the Restructuring (the "Service Period").

(a) Service Fees. The Company shall pay Consultant in consideration of the Services to be rendered during the Service Period $50,000 a month (the "Service Fees"). The first monthly installment shall be paid on the Effective Date and each payment thereafter shall be paid on the first business day of each month (each such date, a "Payment Date"). All Service Fees shall be made in immediately available funds by wire transfer to such bank account as designated by the Consultant to the Company. If after three (3) business days following each Payment Date Consultant still has not received payment of the Service Fee then due, Consultant shall have all remedies at law and equity available to him to pursue all Service Fees.

(b) Acceleration. Upon one of the following events to occur (each, an "Acceleration Event"): (A) a sale, lease, exchange, transfer or other disposition of all or substantially all of the assets or capital stock of Promise (*including* a sale of all or substantially all of the assets of the subsidiaries of Promise *but excluding* any sale and leaseback of real property or any entry into a senior secured revolving line of credit), or (B) a merger or consolidation of Promise with or into another Person, or (C) Promise fails to make payment when due under one or more of the Secured Notes, or (D) Promise fails to make payment when due under the Leder Consulting Agreement, all remaining unpaid Service Fees for the Service Period shall become immediately due to Consultant and shall be paid in a lump sum within three (3) business days of the occurrence of the Acceleration Event. Any payment under this Section 2(b) shall be made to Consultant in immediately available funds by wire transfer to such bank account as has been designated by Consultant (or his representative) to the Company.

(c) Secured Obligations of Company. The Service Fees payable to the Consultant under this Agreement shall be secured by the Performance Security.

3. Independent Contractor Status; No Authority; Benefits. The Company and Consultant confirm that it is their express intention that Consultant's relationship with the Company is that of an "independent contractor" and nothing in this Agreement shall in any way be construed to establish Consultant as an agent, employee, partner, joint venturer or representative of the Company. Without limiting the generality of the forgoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish his own premises and materials necessary for Consultant's performance of his obligations under this Agreement. The Company and Consultant agree that Consultant will receive from the Company with respect to his services hereunder, medical and dental insurance, on the same terms as during Consultant's employment with the Company. All required amendments and modifications to the plans and programs described in the prior sentence have been obtained as of the Effective Date. Consultant will report all income received hereunder and pay any and all taxes imposed thereon to the extent required under applicable law (including, without limitation, the filing of all declarations and self assessment forms and all necessary payments relating thereto, as may be required by local, state and federal law). Consultant acknowledges and agrees that the Company shall not withhold from any amount payable hereunder on account of federal, state or local income tax, or social security, for Consultant with respect to this Agreement and that the payment of such taxes shall be the sole responsibility of Consultant. Consultant shall provide the Company with a completed IRS Form W-9. Furthermore, Consultant agrees to indemnify and hold harmless the Company from and against any and all losses, penalties, damages or other liabilities in connection with Consultant's tax obligations with respect to any payments made to Consultant hereunder.

4. Expenses. Consultant shall be fully responsible for all of Consultant's expenses incurred in connection with the performance of the Services hereunder. The Company agrees to reimburse Consultant within 30 days after submission of appropriate receipts and documentation for reasonable and necessary expenses incurred by him in the performance of the Services and documented in accordance with Company policy, which policy may be altered from time to time by the Company in its sole discretion.

5. Confidentiality. For purpose of this Agreement, "Confidential Information" shall mean financial, personnel or other information or material concerning the Company or its affairs, which is not generally known by or available to the public, and also includes any such non-public information provided to the Company by any of its customers. During the term of this Agreement and thereafter, Consultant will not directly or indirectly reveal, report, publish, disclose or transfer Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Consultant's performance of the Services.

6. Compliance with Applicable Laws. Consultant will comply with all applicable federal, state, and local laws, ordinances, regulations and codes in the performance of his obligations under this

Agreement, including but not limited to the procurement of permits and certificates where required, if any.

7. Conflicts. Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions of this Agreement, or otherwise creates a "Conflict of Interest" (as hereinafter defined) with the Company. Consultant will not enter into any agreement or arrangement creating a Conflict of Interest during the Service Period without the prior written consent of the Company, which prior written consent shall not be unreasonably withheld or delayed. A "Conflict of Interest" is defined as performing services for a business engaged in the same business as the Company in the same geographical areas.

8. Representations, Warranties and Covenants. Consultant represents, warrants and covenants to the Company that he is free to enter into this Agreement and provide the services contemplated hereunder, and his engagement hereunder does not conflict with or violate, and will not be restricted by, any pre-existing business relationship or agreement to which he is a party or otherwise is bound.

9. Term; Termination for Cause.

(a) The term of this Agreement shall be for a period ending on the three-year anniversary of the Effective Date.

(b) The Company shall have the right to terminate this Agreement for "cause," in which event the Company shall have no further obligation to pay the Service Fees from and after the date of such termination. For purposes of this Section 9(b), "cause" shall mean the Consultant does any of the following: (i) discloses Confidential Information in violation of Section 5 hereof; (ii) engages in gross negligence, or willful or wanton misconduct in the performance of his duties hereunder; or (iii) otherwise materially breaches the terms of this Agreement by failing to provide Services reasonably requested, unless such failure is due to Consultant's death or disability. Prior to the Company taking any action against Consultant for any alleged breach of this Agreement (including without limitation withholding any payments to the Consultant), Company must give Consultant twenty days' written notice during which time the Consultant shall have the opportunity to cure or contest any such alleged breach.

10. Defense or Prosecution of Claims. Consultant agrees that during the Service Period he will cooperate reasonably at the request of the Company in the defense or prosecution of any lawsuits or claims (including without any limitation lawsuits against Ernst & Young, Mayer Brown LLP or Cain Brothers & Company, LLC) in which the Receiver, Founding Partners, the Company, its affiliates and their respective managers, directors, employees, officers or equity holders may be or become involved and which relate to matters occurring while he was employed or engaged as a Consultant by the Company, unless and to the extent that Consultant receives a written opinion of counsel, which is provided to the Company, that (a) Consultant will suffer material harm or material prejudice as a result of such cooperation or (b) a material conflict of interest arises or exists with respect to such cooperation, and in each such case Consultant shall cooperate to the maximum extent possible without incurring material harm or material prejudice or a material conflict of interest.

11. Setoff. Amounts payable to Consultant pursuant to this Agreement shall be subject to a right of set-off solely as provided in the Settlement Agreement.

12. Notices. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by first class, registered or certified mail, postage prepaid, to the intended recipient thereof at its address shown herein above or to such other address the intended recipient may specify in a notice pursuant to this section.

If to the Company:

Promise Healthcare, Inc.
999 Yamato Road, Third Floor
Boca Raton, FL 33431

And if to the Consultant, to Consultant's last address on file with the Company.

13. Indemnification. The Consultant shall be indemnified in accordance with the *Indemnification, Duty to Defend, and Insurance* provisions of the Settlement Agreement (incorporated by reference herein).

14. Assignability; Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. Neither party may assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement, or any of its rights hereunder, and any such attempted disposition shall be null and void and without effect.

15. Miscellaneous.

(a) *Voluntary Nature of Agreement.* Consultant acknowledges and agrees that Consultant is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; that Consultant has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands it; and that Consultant has been provided an opportunity to seek the advice of attorneys of Consultant's choice before signing this Agreement.

(b) *Governing Law/Venue*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. Additionally, any action or proceeding arising out of or relating to this Agreement shall be brought only in (a) the United States District Court, Middle District of Florida, Fort Myers Division, if said Court expressly retains jurisdiction over all matters relating to the enforcement of the Transaction Documents in the Settlement Approval Order, as shall be requested by the Parties, or (b) if that Court does not expressly retain such jurisdiction, then in a state or federal court situated in New York County, New York.

(c) *Paragraph Headings*. Paragraph headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.

(d) *Modification.* No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties, hereto or their legal representatives.

(e) *Waiver*. Failure by either party at any time to require performance by the other party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement, will not affect any subsequent breach, will not affect the effectiveness of this Agreement or any part thereof, and will not prejudice either party as regards to any subsequent action.

(f) *Severability*. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired.

(g) *Complete Agreement*. This Agreement, and the Settlement Agreement together with all the schedules, exhibits and annexes attached thereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and thereof and supersede in all respects all prior

proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof and thereof.

16. Survival. The terms and provisions of this Agreement that by their sense and context are intended to survive the performance thereof or hereof by either party or both parties hereto shall so survive the completion of performances and termination of this Agreement, including without limitation Section 3 (*Independent Contractor Status; No Authority; Benefits)*, Section 5 (*Confidentiality*) and Section 13 (*Indemnification*) but excluding without limitation Section 7 (*Conflicts*).

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first set forth above.

Consultant:

_____
Howard Koslow

Company:

By: _____
Name:
Title:

EXHIBIT K

Execution Version
EXHIBIT K

PROMISE HEALTHCARE, INC.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") dated as of [__], 2011 (the "Effective Date") is by and between Lawrence Leder ("Consultant"), and Promise Healthcare, Inc. ("Promise"), for itself and for the benefit of Sun Capital Healthcare, Inc., Sun Capital, Inc., and Success Healthcare, LLC (the "Affiliates" and collectively, the "Company").

WHEREAS, Consultant was a principal of the Company and was employed by the Company;

WHEREAS, the Company consummated a series of transactions to effect a settlement (the "Settlement"), pursuant to that certain Settlement Agreement among the Consultant, the Company and other parties thereto made as of [___], 2011 (the "Settlement Agreement"; all terms not defined herein shall have the meaning ascribed to them in the Settlement Agreement);

WHEREAS, Consultant's employment with the Company was terminated effective as of the closing of the Restructuring;

WHEREAS, following Consultant's separation and in connection with the Restructuring and post-Restructuring transition, the Company desires to obtain the benefit of Consultant's knowledge and experience with respect to the Company and the industry; and

WHEREAS, Consultant agrees to provide consulting services to the Company, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Company and Consultant agree as follows:

1. Duties and Responsibilities of Consultant. During the Service Period (as defined in Section 2 below), Consultant shall make himself available to the Company at reasonable times and places and shall provide to the Company such information, knowledge, experience, expertise, guidance and advice as the Company may from time to time request, and shall perform such other services which the Company and Consultant may from time to time agree upon (all such services, the "Services"). It is contemplated that virtually all Services shall be provided by way of telephone and electronic mail communication. Nothing herein shall preclude Consultant from engaging in other business ventures or services so long as Consultant is not otherwise in breach of this Agreement or any other agreement Consultant may have with the Company.

2. Service Period; Service Fees; etc. The engagement of Consultant to provide Services hereunder shall commence as of the Effective Date and shall continue until the third anniversary of the Restructuring (the "Service Period").

(a) Service Fees. The Company shall pay Consultant in consideration of the Services to be rendered during the Service Period $50,000 a month (the "Service Fees"). The first monthly installment shall be paid on the Effective Date and each payment thereafter shall be paid on the first business day of each month (each such date, a "Payment Date"). All Service Fees shall be made in immediately available funds by wire transfer to such bank account as designated by the Consultant to the Company. If after three (3) business days following each Payment Date Consultant still has not received payment of the Service Fee then due, Consultant shall have all remedies at law and equity available to him to pursue all Service Fees.

(b) Acceleration. Upon one of the following events to occur (each, an "Acceleration Event"): (A) a sale, lease, exchange, transfer or other disposition of all or substantially all of the assets or capital stock of Promise (*including* a sale of all or substantially all of the assets of the subsidiaries of Promise *but excluding* any sale and leaseback of real property or any entry into a senior secured revolving line of credit), or (B) a merger or consolidation of Promise with or into another Person, or (C) Promise fails to make payment when due under one or more of the Secured Notes, or (D) Promise fails to make payment when due under the Leder Consulting Agreement, all remaining unpaid Service Fees for the Service Period shall become immediately due to Consultant and shall be paid in a lump sum within three (3) business days of the occurrence of the Acceleration Event. Any payment under this Section 2(b) shall be made to Consultant in immediately available funds by wire transfer to such bank account as has been designated by Consultant (or his representative) to the Company.

(c) Secured Obligations of Company. The Service Fees payable to the Consultant under this Agreement shall be secured by the Performance Security.

3. Independent Contractor Status; No Authority; Benefits. The Company and Consultant confirm that it is their express intention that Consultant's relationship with the Company is that of an "independent contractor" and nothing in this Agreement shall in any way be construed to establish Consultant as an agent, employee, partner, joint venturer or representative of the Company. Without limiting the generality of the forgoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish his own premises and materials necessary for Consultant's performance of his obligations under this Agreement. The Company and Consultant agree that Consultant will receive from the Company with respect to his services hereunder, medical and dental insurance, on the same terms as during Consultant's employment with the Company. All required amendments and modifications to the plans and programs described in the prior sentence have been obtained as of the Effective Date. Consultant will report all income received hereunder and pay any and all taxes imposed thereon to the extent required under applicable law (including, without limitation, the filing of all declarations and self assessment forms and all necessary payments relating thereto, as may be required by local, state and federal law). Consultant acknowledges and agrees that the Company shall not withhold from any amount payable hereunder on account of federal, state or local income tax, or social security, for Consultant with respect to this Agreement and that the payment of such taxes shall be the sole responsibility of Consultant. Consultant shall provide the Company with a completed IRS Form W-9. Furthermore, Consultant agrees to indemnify and hold harmless the Company from and against any and all losses, penalties, damages or other liabilities in connection with Consultant's tax obligations with respect to any payments made to Consultant hereunder.

4. Expenses. Consultant shall be fully responsible for all of Consultant's expenses incurred in connection with the performance of the Services hereunder. The Company agrees to reimburse Consultant within 30 days after submission of appropriate receipts and documentation for reasonable and necessary expenses incurred by him in the performance of the Services and documented in accordance with Company policy, which policy may be altered from time to time by the Company in its sole discretion.

5. Confidentiality. For purpose of this Agreement, "Confidential Information" shall mean financial, personnel or other information or material concerning the Company or its affairs, which is not generally known by or available to the public, and also includes any such non-public information provided to the Company by any of its customers. During the term of this Agreement and thereafter, Consultant will not directly or indirectly reveal, report, publish, disclose or transfer Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Consultant's performance of the Services.

6. Compliance with Applicable Laws. Consultant will comply with all applicable federal, state, and local laws, ordinances, regulations and codes in the performance of his obligations under this

Agreement, including but not limited to the procurement of permits and certificates where required, if any.

7. Conflicts. Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions of this Agreement, or otherwise creates a "Conflict of Interest" (as hereinafter defined) with the Company. Consultant will not enter into any agreement or arrangement creating a Conflict of Interest during the Service Period without the prior written consent of the Company, which prior written consent shall not be unreasonably withheld or delayed. A "Conflict of Interest" is defined as performing services for a business engaged in the same business as the Company in the same geographical areas.

8. Representations, Warranties and Covenants. Consultant represents, warrants and covenants to the Company that he is free to enter into this Agreement and provide the services contemplated hereunder, and his engagement hereunder does not conflict with or violate, and will not be restricted by, any pre-existing business relationship or agreement to which he is a party or otherwise is bound.

9. Term; Termination for Cause.

(a) The term of this Agreement shall be for a period ending on the three-year anniversary of the Effective Date.

(b) The Company shall have the right to terminate this Agreement for "cause," in which event the Company shall have no further obligation to pay the Service Fees from and after the date of such termination. For purposes of this Section 9(b), "cause" shall mean the Consultant does any of the following: (i) discloses Confidential Information in violation of Section 5 hereof; (ii) engages in gross negligence, or willful or wanton misconduct in the performance of his duties hereunder; or (iii) otherwise materially breaches the terms of this Agreement by failing to provide Services reasonably requested, unless such failure is due to Consultant's death or disability. Prior to the Company taking any action against Consultant for any alleged breach of this Agreement (including without limitation withholding any payments to the Consultant), Company must give Consultant twenty days' written notice during which time the Consultant shall have the opportunity to cure or contest any such alleged breach.

10. Defense or Prosecution of Claims. Consultant agrees that during the Service Period he will cooperate reasonably at the request of the Company in the defense or prosecution of any lawsuits or claims (including without any limitation lawsuits against Ernst & Young, Mayer Brown LLP or Cain Brothers & Company, LLC) in which the Receiver, Founding Partners, the Company, its affiliates and their respective managers, directors, employees, officers or equity holders may be or become involved and which relate to matters occurring while he was employed or engaged as a Consultant by the Company, unless and to the extent that Consultant receives a written opinion of counsel, which is provided to the Company, that (a) Consultant will suffer material harm or material prejudice as a result of such cooperation or (b) a material conflict of interest arises or exists with respect to such cooperation, and in each such case Consultant shall cooperate to the maximum extent possible without incurring material harm or material prejudice or a material conflict of interest.

11. Setoff. Amounts payable to Consultant pursuant to this Agreement shall be subject to a right of set-off solely as provided in the Settlement Agreement.

12. Notices. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by first class, registered or certified mail, postage prepaid, to the intended recipient thereof at its address shown herein above or to such other address the intended recipient may specify in a notice pursuant to this section.

If to the Company:

Promise Healthcare, Inc.
999 Yamato Road, Third Floor
Boca Raton, FL 33431

And if to the Consultant, to Consultant's last address on file with the Company.

13. Indemnification. The Consultant shall be indemnified in accordance with the *Indemnification, Duty to Defend, and Insurance* provisions of the Settlement Agreement (incorporated by reference herein).

14. Assignability; Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. Neither party may assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement, or any of its rights hereunder, and any such attempted disposition shall be null and void and without effect.

15. Miscellaneous.

(a) *Voluntary Nature of Agreement.* Consultant acknowledges and agrees that Consultant is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; that Consultant has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands it; and that Consultant has been provided an opportunity to seek the advice of attorneys of Consultant's choice before signing this Agreement.

(b) *Governing Law/Venue*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. Additionally, any action or proceeding arising out of or relating to this Agreement shall be brought only in (a) the United States District Court, Middle District of Florida, Fort Myers Division, if said Court expressly retains jurisdiction over all matters relating to the enforcement of the Transaction Documents in the Settlement Approval Order, as shall be requested by the Parties, or (b) if that Court does not expressly retain such jurisdiction, then in a state or federal court situated in New York County, New York.

(c) *Paragraph Headings*. Paragraph headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.

(d) *Modification*. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties, hereto or their legal representatives.

(e) *Waiver*. Failure by either party at any time to require performance by the other party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement, will not affect any subsequent breach, will not affect the effectiveness of this Agreement or any part thereof, and will not prejudice either party as regards to any subsequent action.

(f) *Severability*. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired.

(g) *Complete Agreement*. This Agreement, and the Settlement Agreement together with all the schedules, exhibits and annexes attached thereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and thereof and supersede in all respects all prior

proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof and thereof.

16. Survival. The terms and provisions of this Agreement that by their sense and context are intended to survive the performance thereof or hereof by either party or both parties hereto shall so survive the completion of performances and termination of this Agreement, including without limitation Section 3 (*Independent Contractor Status; No Authority; Benefits)*, Section 5 (*Confidentiality*) and Section 13 (*Indemnification*) but excluding without limitation Section 7 (*Conflicts*).

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first set forth above.

Consultant:

_____
Lawrence Leder

Company:

By: _____
Name:
Title:

EXHIBIT L

Execution Version
Exhibit L

THIS NOTE IS NON-NEGOTIABLE

SECURED PROMISSORY NOTE

$5,884,000.00 _____, 2011

FOR VALUE RECEIVED, the undersigned, PROMISE HEALTHCARE, INC., a Florida corporation (the "Company"), hereby promises to pay to the order of [PETER R. BARONOFF, an individual, HOWARD B. KOSLOW, an individual, LAWRENCE LEDER, an individual, MARK DAWSON, an individual][1] (the "Payee", which term shall include any subsequent holder or transferee of this Note), at [Residence] or as otherwise directed by the Payee to the Company in writing, in lawful money of the United States, on the dates hereinafter provided, the principal sum of [FIVE MILLION EIGHT HUNDRED AND EIGHTY FOUR THOUSAND and NO/100 Dollars ($5,884,000.00)][2]. This Note is the Secured Promissory Note contemplated by that certain Settlement Agreement dated as of the date hereof among Sun Capital Healthcare, Inc., a Florida corporation; Sun Capital, Inc., a Florida corporation; Success Healthcare, LLC, a California limited liability company; the Company; Payee; [Peter R. Baronoff, an individual; Howard B. Koslow, an individual; Lawrence Leder, an individual; Mark Dawson, an individual;] Malinda Baronoff, an individual; Jane Koslow, an individual; Carole Leder, an individual; the subsidiaries and affiliates of SCHI, SCI, Success, and Promise identified on Exhibit A to the Settlement Agreement; Founding Partners Designee, LLC, a Delaware limited liability company, as designee of Founding Partners Stable-Value Fund, L.P., Founding Partners Global Fund, Ltd., Founding Partners Stable-Value Fund II, L.P., and Founding Partners Hybrid-Value Fund, L.P. (these funds sometime collectively referred to as "Founding Partners"); and Daniel S. Newman, Esq., solely in his capacity as the court-appointed receiver of Founding Partners and Founding Partners Capital Management Company (the "Settlement Agreement"; all terms not defined herein shall have the meaning ascribed thereto).

The principal balance shall be payable in immediately available funds in three installments as follows: (i) $1,610,000 shall be payable to the Payee on the first anniversary of this Note; (ii) $1,871,000 shall be payable on the second anniversary of this Note; and (iii) $2,403,000 shall be payable on the third anniversary of this Note.[3] Amounts payable under this Note shall be subject to a right to escrow certain amounts hereunder as provided in Section 6.1 of the Settlement Agreement.

Unless sooner accelerated pursuant to the terms hereof, the entire outstanding principal balance of this Note shall be due and payable in full upon (i) a sale, lease, exchange, transfer or other disposition of all or substantially all of the assets or capital stock of the

[1] Four notes to be issued (P. Baronoff: 30%; H. Koslow: 30%; L. Leder: 30%; M. Dawson: 10%)
[2] Actual amounts to be adjusted based on percentages in Note 1.
[3] Actual amounts to be adjusted based on percentages in Note 1.

Company (*including* a sale of all or substantially all of the assets of the subsidiaries of the Company *but excluding* any sale and leaseback of real property or any entry into a senior secured revolving line of credit), or (ii) a merger or consolidation of the Company with or into another Person.

The payment and performance of any and all obligations under this Note is secured by the Performance Security.

Except as otherwise provided in this Note, this Note may be prepaid in whole at any time or from time to time in part, without premium or penalty.

If (i) the Company fails to pay any of its obligations under this Note when due hereunder and such failure is not cured within three business days thereafter; (ii) the Company shall (a) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (b) commence any case, proceeding, or other action seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or (c) make a general assignment for the benefit of its creditors; (iii) there shall be commenced against the Company any case, proceeding or other action of a nature referred to in clause (ii) above that (a) results in the entry of an order for relief or any such adjudication or appointment, or (b) remains undismissed, undischarged, or unbonded for a period of sixty (60) days; (iv) there shall be commenced against the Company any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; (v) any order, judgment or decree is entered against the Company decreeing the dissolution or split up of the Company and such order remains undischarged or unstayed for a period in excess of twenty (20) days, but in any event not later than five (5) days prior to the date of any proposed dissolution or split up; (vi) the Company ceases to be solvent or admits in writing its present or prospective inability to pay its debts as they become due; (vii) the Company is enjoined, restrained or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business and such order continues for thirty (30) days or more; (viii) the Company fails to make payment of the service fees when due under the Koslow Consulting Agreement or the Leder Consulting Agreement; or (ix) the Company fails to make payment of any payments when due under any of the Secured Notes; then this Note shall automatically accelerate.

Upon acceleration of the entire principal balance under any provision of this Note, the Payee shall have all remedies at law and equity available to him to pursue the amounts due hereunder.

The Company hereby waives presentment, demand for payment, notice of dishonor, protest and notice of protest of this Note, and agrees to pay all reasonable costs of collection when incurred, including reasonable attorneys' fees, whether suit be brought or not. No alteration, amendment or waiver of any provision of this Note made by agreement of the

Payee and any other person or party shall constitute a waiver of any other term hereof, or otherwise release or discharge the liability of the Company under this Note. This Note may not be changed or terminated orally.

If at any time subsequent to the date of this Note, any provision of this Note shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force or effect but the illegality or unenforceability of such provision shall have no effect upon or impair the enforceability of any other provision.

If any payment of this Note becomes due and payable on a Saturday, Sunday, or business holiday in the State of Florida, the maturity thereof shall be extended to the next succeeding business day.

This Note shall be binding on, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Company may not assign, transfer or otherwise convey its rights or obligations under this Note without the prior written consent of Payee. Payee may assign its rights under this Note in its sole discretion without notice to or consent of any Person.

GOVERNING LAW; VENUE. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PROVISIONS, POLICIES OR PRINCIPLES THEREOF RESPECTING CONFLICT OR CHOICE OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE BROUGHT ONLY IN (A) THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION, IF SAID COURT EXPRESSLY RETAINS JURISDICTION OVER ALL MATTERS RELATING TO THE ENFORCEMENT OF THE TRANSACTION DOCUMENTS IN THE SETTLEMENT APPROVAL ORDER, AS SHALL BE REQUESTED BY THE PARTIES, OR (B) IF THAT COURT DOES NOT EXPRESSLY RETAIN SUCH JURISDICTION, THEN IN A STATE OR FEDERAL COURT SITUATED IN NEW YORK COUNTY, NEW YORK.

WAIVER OF JURY TRIAL. COMPANY AND PAYEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. COMPANY AND PAYEE ACKNOWLEDGE THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS NOTE AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. COMPANY AND PAYEE WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

PROMISE HEALTHCARE, INC.

_____

Name:
Title:

EXHIBIT M

RELEASE OF CLAIMS (by Fund Investors)

The undersigned person (the "Affiant"), in consideration of:

> the Settlement Agreement approved by the District Court in its order dated August 28, 2012 (the "Settlement Agreement") of which this Release of Claims is an integral part, and the Releases of Claims of all Parties and all Fund Investors delivering Releases of Claims, the mutual promises contained therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

on behalf of:

> such Affiant, and his/her/its officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasors"),

hereby releases and discharges:

> the Affiliated Companies, the Principals, the Spouses and Dawson, and the Receiver, and each of their respective officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasees"), but this Release of Claims does not release any of the following persons or entities: Ernst & Young, Mayer Brown LLP, William L. Gunlicks, William V. Gunlicks, Jr., all investment advisors to any of Founding Partners or FPCM, and Cain Brothers & Company, LLC, and their respective officers, directors, partners, members, shareholders, managers, trustees, administrators, predecessors, successors, affiliates, assigns and current or former employees, contractors or vendors,

from:

> all liabilities arising from any and all claims, demands, controversies, actions, causes of action whether asserted or unasserted, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, proceedings, agreements, promises, variances, trespasses, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages of whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, liquidated or unliquidated, pending or not pending, disclosed or not disclosed, whether

directly, representatively, derivatively or in any other capacity (collectively, the "Claims"),

which against the Releasees the Releasors ever had, now have or hereafter can, shall or may have for, upon or by reason of:

any Claims in any way related to the investments by any of the Fund Investors into Founding Partners or FPCM, the Loans and the credit relationship between Founding Partners or FPCM and any of the Companies, and any uses of the proceeds of the Loans by any of the Companies or transfers between the Companies or Affiliated Companies; any Claims in any way related to the facts, statements or omissions alleged in the actions or proceedings listed on Exhibit A and/or in any proposed amended pleading or intervenor pleading that was sought to be filed in such actions or proceedings; and any Claims in any way related to any actions or omissions of the Receiver relating in any manner to his role as the Receiver of Founding Partners and FPCM (collectively, the "Released Claims").

Notwithstanding anything to the contrary set forth in this Release, the Released Claims shall not include any Claims arising under, or relating to the performance under or the enforcement of, the Transaction Documents.

The Releasors shall not commence, prosecute, or assert any action, complaint, demand, cause of action, arbitration or other proceeding of any kind relating to, arising out of or involving in any way the Released Claims including, without limitation, any action for contribution, indemnity or otherwise, against or affecting any of the Releasees or any of their property, except for the purpose of enforcing this or any other Release executed in connection with this Settlement Agreement. In addition, the Releasors shall not assist or cooperate with any other person to commence, prosecute or pursue any civil claim against any Releasee, provided, however, that the Releasors shall be permitted to respond to subpoenas or court orders, in which case the Releasor will notify the affected Party or Parties of any such subpoena or order promptly so as to afford the affected Party

or Parties the opportunity to take such action as they deem appropriate. For the avoidance of doubt, the foregoing is not intended to and shall not prevent any Releasor from cooperating with any criminal law enforcement authorities.

In the event that any Releasor breaches the foregoing paragraphs, such Releasor shall indemnify and hold harmless each Releasee for any loss or damages, however suffered, caused by such breach, including, without limitation, costs, expenses and reasonable attorneys' fees, including, without limitation, attorneys' fees incurred in the course of enforcement of this indemnification provision.

The Releasors represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim released hereby that they have had, now have or may have against Releasees or any portion thereof or interest therein.

This Release may be modified only by a writing duly executed by the parties hereto.

This Release is integral to and forms part of the Settlement Agreement.

This Release shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any conflicts of laws rule or principle that might require the application of the laws of another jurisdiction.

Unless otherwise defined herein, capitalized terms used herein shall have the definitions set forth in the Settlement Agreement.

IN WITNESS WHEREOF, the Affiant has set his or her or its hand this ____ day of _____, 2012.

(Name of Fund Investor):

_____

(Signature):

By:_____

(Position):

_____

[Individual Acknowledgement]

STATE OF)
: ss.:
COUNTY OF)

On _____ ___, 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual executed the instrument.

_____
Notary Public

[Corporate Acknowledgement]

STATE OF)
: ss.:
COUNTY OF)

On _____ ___, 2012, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of _____, and that by his/her signature on the instrument, the individual or entity upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

_____
Notary Public

EXHIBIT A

Actions and Proceedings

1. *Securities and Exchange Commission vs. Founding Partners Capital Management Co. and William L. Gunlicks, et al.*, No. 2:09-cv-229-FtM-29SPC (M.D.Fla.)

2. *Daniel S. Newman, as Receiver for Founding Partners Capital Management Company; Founding Partners Stable-Value Fund, L.P.; Founding Partners Stable-Value Fund II, L.P.; Founding Partners Global Fund, Ltd.; and Founding Partners Hybrid-Value Fund, L.P. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., HLP Properties of Port Arthur, LLC*, No. 2:09-cv-445-FtM-29SPC (M.D.Fla.)

3. *Annandale Partners, LP, et al. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., Promise Healthcare, Inc., Peter Baronoff, Howard Koslow, and Lawrence Leder*, No. 09-03561 (134th Jud. Dist., Dallas County, Texas)

4. *Roman Catholic Church of the Archdiocese of New Orleans v. Sun Capital Healthcare, Inc., Sun Capital, Inc., Peter R. Baronoff, Howard B. Koslow, Lawrence Leder, and Equitas Capital Advisors, LLC*, No. 09-12364 (La. Civ. Dist. Ct., Orleans Parish)

5. *William Bonewitz, et al. v. Founding Partners Capital Management Company, et al.*, No. 2:09-cv-00718-JES-DNF (M.D. Fla.)

EXHIBIT M-2

RELEASE OF CLAIMS (by Sun-related Parties)

The undersigned person (the "Affiant"), in consideration of:

> the Settlement Agreement made as of [_____], 2011 (the "Settlement Agreement") of which this Release of Claims is an integral part, and the Releases of Claims of all Parties and all Fund Investors delivering Releases of Claims, the mutual promises contained therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

on behalf of:

> such Affiant, and his/her/its respective officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasors"),

hereby release and discharge:

> the Receiver, Founding Partners Designee, LLC, a Delaware limited liability company, as designee, Founding Partners, FPCM and all Fund Investors delivering Releases of Claims, [and the Affiliated Companies,][1] [and the Principals, the Spouses and Dawson,][2] and each of their respective officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasees"), but this Release of Claims does not release any of the following persons or entities: Ernst & Young, Mayer Brown LLP, William L. Gunlicks, William V. Gunlicks, Jr., all investment advisors to any of Founding Partners or FPCM, and Cain Brothers & Company, LLC, and their respective officers, directors, partners, members, shareholders, managers, trustees, administrators, predecessors, successors, affiliates, assigns and current or former employees, contractors or vendors,

from:

---

[1] This phrase would be removed from the Affiliated Companies' Release of Claims.

[2] This phrase would be removed from the Release of Claims from the Principals, the Spouses and Dawson.

> all liabilities arising from any and all claims, demands, controversies, actions, causes of action whether asserted or unasserted, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, proceedings, agreements, promises, variances, trespasses, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages of whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, liquidated or unliquidated, pending or not pending, disclosed or not disclosed, whether directly, representatively, derivatively or in any other capacity (collectively, the "Claims"),

which against the Releasees the Releasors ever had, now have or hereafter can, shall or may have for, upon or by reason of:

> any Claims in any way related to the investments by any of the Fund Investors into Founding Partners or FPCM, the Loans and the credit relationship between Founding Partners or FPCM and any of the Companies, and any uses of the proceeds of the Loans by any of the Companies or transfers between the Companies or Affiliated Companies; any Claims in any way related to the facts, statements or omissions alleged in the actions or proceedings listed on Exhibit A and/or in any proposed amended pleading or intervenor pleading that was sought to be filed in such actions or proceedings; and any Claims in any way related to any actions or omissions of the Receiver relating in any manner to his role as the Receiver of Founding Partners and FPCM (collectively, the "Released Claims").

Notwithstanding anything to the contrary set forth in this Release, the Released Claims shall not include any Claims arising under, or relating to the performance under or the enforcement of, the Transaction Documents.

The Releasors shall not commence, prosecute, or assert any action, complaint, demand, cause of action, arbitration or other proceeding of any kind relating to, arising out of or involving in any way the Released Claims including, without limitation, any action for contribution, indemnity or otherwise, against or affecting any of the Releasees or any of their property, except for the purpose of enforcing this or any other Release executed in connection with this Settlement Agreement. In addition, the Releasors shall

not assist or cooperate with any other person to commence, prosecute or pursue any claim against any Releasee provided, however, that the Releasors shall be permitted to respond to subpoenas or court orders, in which case the Releasor will notify the affected Party or Parties of any such subpoena or order promptly so as to afford the affected Party or Parties the opportunity to take such action as they deem appropriate.

In the event that any Releasor breaches the foregoing paragraphs, such Releasor shall indemnify and hold harmless each Releasee for any loss or damages, however suffered, caused by such breach, including, without limitation, costs, expenses and reasonable attorneys' fees, including, without limitation, attorneys' fees incurred in the course of enforcement of this indemnification provision.

The Releasors represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim released hereby that they have had, now have or may have against Releasees or any portion thereof or interest therein.

This Release may be modified only by a writing duly executed by the parties hereto.

This Release is integral to and forms part of the Settlement Agreement.

This Release shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any conflicts of laws rule or principle that might require the application of the laws of another jurisdiction.

Unless otherwise defined herein, capitalized terms used herein shall have the definitions set forth in the Settlement Agreement.

IN WITNESS WHEREOF, the Affiant has set his or her or its hand this ____ day of _____, 2011.

[To be conformed]

_____

[Individual Acknowledgement]

STATE OF)
: ss.:
COUNTY OF)

On _____ ___, 2011, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual executed the instrument.

_____
Notary Public

[Corporate Acknowledgement]

STATE OF)
: ss.:
COUNTY OF)

On _____ ___, 2011, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her corporate capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

_____
Notary Public

EXHIBIT A

Actions and Proceedings

1. *Securities and Exchange Commission vs. Founding Partners Capital Management Co. and William L. Gunlicks, et al.*, No. 2:09-cv-229-FtM-29SPC (M.D.Fla.)

2. *Daniel S. Newman, as Receiver for Founding Partners Capital Management Company; Founding Partners Stable-Value Fund, L.P.; Founding Partners Stable-Value Fund II, L.P.; Founding Partners Global Fund, Ltd.; and Founding Partners Hybrid-Value Fund, L.P. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., HLP Properties of Port Arthur, LLC*, No. 2:09-cv-445-FtM-29SPC (M.D.Fla.)

3. *Annandale Partners, LP, et al. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., Promise Healthcare, Inc., Peter Baronoff, Howard Koslow, and Lawrence Leder*, No. 09-03561 (134th Jud. Dist., Dallas County, Texas)

4. *Roman Catholic Church of the Archdiocese of New Orleans v. Sun Capital Healthcare, Inc., Sun Capital, Inc., Peter R. Baronoff, Howard B. Koslow, Lawrence Leder, and Equitas Capital Advisors, LLC*, No. 09-12364 (La. Civ. Dist. Ct., Orleans Parish)

5. *William Bonewitz, et al. v. Founding Partners Capital Management Company, et al.*, No. 2:09-cv-00718-JES-DNF (M.D. Fla.)

6. *Subpoena Duces Tecum* issued by Louisiana Department of Justice to Daniel S. Newman as Receiver on June 21, 2011, and any related proceedings.

EXHIBIT M-3

RELEASE OF CLAIMS (Receiver)

The undersigned person (the "Affiant"), in consideration of:

> the Settlement Agreement made as of [_____], 2011 (the "Settlement Agreement") of which this Release of Claims is an integral part, and the Releases of Claims of all Parties and all Fund Investors delivering Releases of Claims, the mutual promises contained therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

on behalf of:

> such Affiant, and his agents, representatives, advisors, legal representatives, and attorneys, and Founding Partners and FPCM, and their respective predecessors, subsidiaries, successors, assigns and affiliates (collectively, the "Releasors"),

hereby releases and discharges:

> the Affiliated Companies, the Principals, the Spouses and Dawson, and each of their respective officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasees"), but this Release of Claims does not release any of the following persons or entities: Ernst & Young, Mayer Brown LLP, Cain Brothers & Company, LLC, William L. Gunlicks, William V. Gunlicks, Jr., and all investment advisors to any of Founding Partners or FPCM, and their respective officers, directors, partners, members, shareholders, managers, trustees, administrators, predecessors, successors, affiliates, assigns and current or former employees, contractors or vendors,

from:

> all liabilities arising from any and all claims, demands, controversies, actions, causes of action whether asserted or unasserted, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, proceedings, agreements, promises, variances, trespasses, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages of whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, liquidated or unliquidated, pending or not pending, disclosed or not disclosed, whether

> directly, representatively, derivatively or in any other capacity (collectively, the "Claims"),

which against the Releasees the Releasors ever had, now have or hereafter can, shall or may have for, upon or by reason of:

> any Claims in any way related to the investments by any of the Fund Investors into Founding Partners or FPCM, the Loans and the credit relationship between Founding Partners or FPCM and any of the Companies, and any uses of the proceeds of the Loans by any of the Companies or transfers between the Companies or Affiliated Companies; any Claims in any way related to the facts, statements or omissions alleged in the actions or proceedings listed on Exhibit A and/or in any proposed amended pleading or intervenor pleading that was sought to be filed in such actions or proceedings (collectively, the "Released Claims").

Notwithstanding anything to the contrary set forth in this Release, the Released Claims shall not include any Claims arising under, or relating to the performance under or the enforcement of, the Transaction Documents.

The Releasors shall not commence, prosecute, or assert any action, complaint, demand, cause of action, arbitration or other proceeding of any kind relating to, arising out of or involving in any way the Released Claims including, without limitation, any action for contribution, indemnity or otherwise, against or affecting any of the Releasees or any of their property, except for the purpose of enforcing this or any other Release executed in connection with this Settlement Agreement. In addition, the Releasors shall not assist or cooperate with any other person to commence, prosecute or pursue any claim against any Releasee provided, however, that the Releasors shall be permitted to respond to subpoenas or court orders, in which case the Releasor will notify the affected Party or Parties of any such subpoena or order promptly so as to afford the affected Party or Parties the opportunity to take such action as they deem appropriate.

In the event that any Releasor breaches the foregoing paragraphs, such Releasor (and in the case where the Receiver breaches the foregoing paragraphs, each of the other Releasors) shall indemnify and hold harmless each Releasee for any loss or damages, however suffered, caused by such breach, including, without limitation, costs, expenses and reasonable attorneys' fees, including, without limitation, attorneys' fees incurred in the course of enforcement of this indemnification provision; provided, that the foregoing indemnification and hold harmless provisions shall not apply to Daniel S. Newman, individually or as Receiver.

The Releasors represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim released hereby that they have had, now have or may have against Releasees or any portion thereof or interest therein.

This Release may be modified only by a writing duly executed by the parties hereto.

This Release is integral to and forms part of the Settlement Agreement.

This Release shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any conflicts of laws rule or principle that might require the application of the laws of another jurisdiction.

Unless otherwise defined herein, capitalized terms used herein shall have the definitions set forth in the Settlement Agreement.

IN WITNESS WHEREOF, the Affiant has set his or her or its hand this ____ day of _____, 2011.

_____

Daniel S. Newman, solely in his capacity as court-appointed receiver of, and on behalf of, each of Founding Partners and FPCM

STATE OF)
: ss.:
COUNTY OF)

On _____ ___, 2011, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

_____
Notary Public

EXHIBIT A

Actions and Proceedings

1. *Securities and Exchange Commission vs. Founding Partners Capital Management Co. and William L. Gunlicks, et al.*, No. 2:09-cv-229-FtM-29SPC (M.D.Fla.)

2. *Daniel S. Newman, as Receiver for Founding Partners Capital Management Company; Founding Partners Stable-Value Fund, L.P.; Founding Partners Stable-Value Fund II, L.P.; Founding Partners Global Fund, Ltd.; and Founding Partners Hybrid-Value Fund, L.P. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., HLP Properties of Port Arthur, LLC*, No. 2:09-cv-445-FtM-29SPC (M.D.Fla.)

3. *Annandale Partners, LP, et al. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., Promise Healthcare, Inc., Peter Baronoff, Howard Koslow, and Lawrence Leder*, No. 09-03561 (134th Jud. Dist., Dallas County, Texas)

4. *Roman Catholic Church of the Archdiocese of New Orleans v. Sun Capital Healthcare, Inc., Sun Capital, Inc., Peter R. Baronoff, Howard B. Koslow, Lawrence Leder, and Equitas Capital Advisors, LLC*, No. 09-12364 (La. Civ. Dist. Ct., Orleans Parish)

5. *William Bonewitz, et al. v. Founding Partners Capital Management Company, et al.*, No. 2:09-cv-00718-JES-DNF (M.D. Fla.)

6. *Subpoena Duces Tecum* issued by Louisiana Department of Justice to Daniel S. Newman as Receiver on June 21, 2011, and any related proceedings.

EXHIBIT N

(Intentionally Omitted)