

SENIOR SECURED DEBTOR-IN-POSSESSION LOAN AGREEMENT

This SENIOR SECURED DEBTOR-IN-POSSESSION LOAN AGREEMENT (this “Agreement”) is dated as of June 10, 2014 and is by and among Anesthesia Healthcare Partners, Inc., AHPM of Georgia, Inc., AHP of Central Georgia, P.C., AHP of Northwestern Louisiana, LLC, AHP of North Carolina, Inc., Anesthesia Healthcare Partners of Florida, Inc., AHP Associates of Texas, P.A., AHP of Illinois, Inc., HBL Anesthesia Service, LLC, and Medfinancial, LLC, each as debtors and debtors-in-possession under the Bankruptcy Code (as defined below) (collectively, the “Borrowers” and each, individually, a “Borrower”), and SunTrust Bank, as lender (the “DIP Lender”).

WITNESSETH:

WHEREAS, each of the Borrowers filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Bankruptcy Court”) on May 15, 2014 (the “Petition Date”);

WHEREAS, each of the Borrowers is continuing in the possession of its assets and in the management of its business as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers have requested the DIP Lender to provide a revolving credit facility (the “DIP Facility”) to the Borrowers in an aggregate principal amount of \$450,000 for the purposes described herein;

WHEREAS, to provide security for the repayment of the loans made available pursuant hereto and payment of the other obligations of the Borrowers hereunder, the Borrowers have agreed to provide the DIP Lender, in each case, with Liens on the Collateral (as defined below);

WHEREAS, the DIP Lender is willing to make the requested DIP Facility available on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Borrowers and the DIP Lender agree as follows:

1. Definitions. The terms listed below shall be defined as follows:

“\$” “USD” and “dollars” denotes the lawful currency of the United States of America.

“Availability Period” shall mean the period from the Closing Date to but excluding the Final Maturity Date.

“Banking Day” shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in Atlanta, Georgia are authorized or required by Law to remain closed.

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Borrowing Request” shall mean a Borrowing Request in the form attached hereto as Exhibit A, or such other form acceptable to the DIP Lender.

“Budget” shall mean the Budget attached hereto as Exhibit B.

“Carl Marks Engagement Letter” has the meaning set forth in Section 5 hereof.

“Cash Collateral Order” shall mean those orders in the Chapter 11 Cases authorizing the use of cash collateral.

“Chapter 11 Cases” shall mean the cases filed under Chapter 11 of the Bankruptcy Code by each Borrower in its capacity as a debtor and debtor-in-possession in the Bankruptcy Court, together with the cases of its affiliated debtors and debtors-in-possession, which are jointly administrated under Anesthesia Healthcare Partners, Inc., case number 14-59631-WHL.

“Chief Restructuring Officer” shall mean Carl Marks Advisory Group LLC acting in its capacity as chief restructuring officer for the Borrowers pursuant to the terms of the Carl Marks Engagement Letter.

“Closing Date” shall mean June 10, 2014.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning set forth in Section 12 hereof.

“Commitment” has the meaning set forth in Section 2 hereof

“Default” shall mean any condition or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default

“Default Rate” shall mean, for any Loan, a rate per annum equal to a floating rate of 2% above the rate of interest thereon (including any margin).

“DIP Financing Orders” shall mean the Interim Order and the Final Order, as may be applicable.

“Event of Default” shall mean an event described in Section 10.

“Excluded Taxes” shall mean (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed by the United States of America or the jurisdiction where the DIP Lender’s applicable lending office is located, (ii) U.S. Federal withholding Taxes imposed on amounts payable hereunder pursuant to the Law in effect as of the date of this Agreement, and (iii) U.S. Federal withholding Taxes imposed under FATCA.

“Facility Documents” shall mean this Agreement, the DIP Financing Orders, and any other documents, instruments, or agreements delivered as security or collateral for, or a guaranty of, the Loans, or in connection with, or as support for, any of the foregoing, whether by a Borrower or a Third Party, and any updates or renewals thereof.

“FATCA” shall mean Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version of such sections that are substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

“Federal Funds Rate” shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by the DIP Lender from three Federal funds brokers of recognized standing selected by the DIP Lender.

“Final Maturity Date” shall mean the earliest of (i) August 15, 2014, (ii) the consummation of any sale of all or substantially all of the assets of the Borrowers pursuant to Section 363 of the Bankruptcy Code, (iii) if the Final Order has not been entered, the date that is twenty-five (25) calendar days after the Closing Date, and (iv) the date of the acceleration of the Loans and/or the termination of the Commitment pursuant to Section 10.

“Final Order” shall mean a final order of the Bankruptcy Court approving the DIP Facility, in form and substance satisfactory to the DIP Lender.

“Indemnified Taxes” shall mean (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Borrower under this Agreement or any other Facility Document, and (ii) without duplication of any Taxes covered in subclause (i) of this definition, Other Taxes.

“Interim Order” shall mean the interim order entered by the Bankruptcy Court in the Chapter 11 Cases.

“Law” shall mean any international, foreign, Federal, state or local statute, treaty, rule, guideline, regulation, ordinance, code, or administrative or judicial precedent or authority, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders,

directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case whether or not having the force of law.

“Lien” shall mean, with respect to any asset, any mortgage, pledge, hypothecation, assignment, deposit arrangement, Lien (statutory or other) or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the UCC or comparable Laws of any jurisdiction).

“Loans” has the meaning set forth in Section 2 hereof.

“Main Office” shall mean the main office of the DIP Lender, currently located at 303 Peachtree Street, N.E., Atlanta, Georgia 30308, or such other location as the DIP Lender may designate as its main office.

“Material Adverse Effect” shall mean, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singularly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, resulting in a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets, liabilities or prospects of the Borrowers taken as a whole (other than the commencement of the Chapter 11 Cases and the continuation of the Chapter 11 Cases), (ii) the ability of the Borrowers to perform any of their respective obligations under the Facility Documents, (iii) the rights and remedies of the DIP Lender under any of the Facility Documents, (iv) the legality, validity or enforceability of any of the Facility Documents and the DIP Financing Orders, (v) the value of the Collateral, or (vi) the perfection or priority of the Liens granted pursuant to the Facility Documents or the DIP Financing Orders.

“Obligations” shall mean all amounts owing by the Borrowers to the DIP Lender pursuant to or in connection with this Agreement or any other Facility Document including without limitation, all principal, interest, all fees, expenses, indemnification and reimbursement payments, costs and expenses (including all fees and expenses of counsel to the DIP Lender incurred pursuant to this Agreement or any other Facility Document), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder.

“Other Taxes” shall mean, collectively, all present or future stamp, court, or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement, or registration of, from the receipt of security interests in, or otherwise with respect to this Agreement or any other Facility Document.

“Plan” shall mean of a plan of reorganization under Chapter 11 of the Bankruptcy Code of the Borrowers (including all related schedules, supplements, exhibits and orders, as applicable), which shall otherwise be in form and substance satisfactory to the DIP Lender.

“Prepetition Agent” shall mean SunTrust Bank in its capacity as Administrative Agent for the Prepetition Lenders under the Prepetition Credit Agreement and other Prepetition Loan Documents, and its successor or successors in such capacity.

“Prepetition Credit Agreement” shall mean the Credit Agreement, dated as of August 28, 2009 (as amended, restated, supplemented or otherwise modified prior to the Closing Date), among Anesthesia Healthcare Partners, Inc., as borrower, the Prepetition Lenders, and the Prepetition Agent.

“Prepetition Lenders” shall mean each “Lender” as defined in the Prepetition Credit Agreement.

“Prepetition Loan Documents” shall mean the Prepetition Credit Agreement and the other Loan Documents (as defined in the Prepetition Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.

“Prepetition Obligations” shall mean the “Obligations” as defined in the Prepetition Credit Agreement.

“Prepetition Collateral” shall mean the “Collateral” as defined in the Prepetition Credit Agreement securing the Prepetition Obligations.

“Prime Rate” the highest of (i) the rate which the DIP Lender announces from time to time as its prime lending rate, as in effect from time to time, (ii) the Federal Funds rate, as in effect from time to time, plus one-half of one percent (½%) per annum and (iii) 3.00% per annum. The DIP Lender’s prime lending rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The DIP Lender may make commercial loans or other loans at rates of interest at, above, or below the DIP Lender’s prime lending rate. Each change in the Prime Rate shall be effective from and including the date the change is announced as being effective.

“Regulatory Change” shall mean the occurrence after the date of this Agreement of (i) the adoption of any Law, rule, regulation, or treaty, (ii) any change in any Law, rule, regulation, or treaty, or in the interpretation or application thereof by any governmental or regulatory authority, or (iii) compliance by the DIP Lender with any request, guideline, or directive (whether or not having the force of law) of any governmental or regulatory authority made or issued after the date of this Agreement. For the avoidance of doubt, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and (y) all requests, rules, guidelines, or directives promulgated by the DIP Lender for International Settlements, the Basel Committee on Banking Supervision (or any successor thereof or similar authority), the United States of America, or foreign regulatory authorities, in each case, pursuant to Basel III, shall be deemed to be a “Regulatory Change”.

“Superpriority DIP Claims” shall mean all of the claims of the DIP Lender on account of the Obligations, which claims shall be entitled to the benefits of Section 364(c)(1) of the Bankruptcy Code, having a superpriority over any and all administrative expenses of the kind that are specified

in Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code.

“Tax” or “Taxes” shall mean all present or future taxes, levies, imposts, duties, deductions, withholding (including backup withholding), assessments, fees, value added tax or any other goods, and services, use or sales tax, or other charges imposed by any governmental authority, including, without limitation, any interest, additions to tax, or penalties applicable thereto.

“Third Party” shall mean any party liable with respect to, or otherwise granting support for, this Agreement, whether by guaranty, subordination, grant of security or otherwise.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia; provided that if by reason of mandatory provisions of Law, the perfection, the effect of perfection or non-perfection or the priority of the security interests of the DIP Lender in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Georgia, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Weekly Cash Flow Forecast” means an updated 13 week cash flow forecast, in each case in form and substance satisfactory to the DIP Lender.

Unless otherwise defined herein or the context otherwise requires, any uncapitalized terms used herein which are defined in the UCC, have the respective meanings provided in the UCC including, without limitation: (i) as-extracted collateral; (ii) certificated security; (iii) chattel paper; (iv) documents; (v) electronic chattel paper; (vi) financial assets; (vii) goods, (viii) instruments; (ix) inventory; (x) investment property; (xi) payment intangibles; (xii) proceeds; (xiii) securities account; (xiv) securities intermediary; (xv) security; (xvi) security certificate; (xvii) security entitlements; and (xviii) uncertificated security.

2. Borrowings, Conversions, Renewals and Payments.

(a) Subject to the terms and conditions set forth herein (including the conditions to borrowing set forth in Sections 5 and 6 hereof), the DIP Lender agrees to make revolving loans (“Loans”) to the Borrowers, from time to time during the Availability Period, in an aggregate principal amount outstanding at any time that will not result in the aggregate principal amount of all outstanding Loans exceeding \$450,000 (the “Commitment”). During the Availability Period, the Borrowers shall be entitled to borrow, prepay and reborrow Loans in accordance with the terms and conditions of this Agreement; provided, that the Borrowers may not borrow or reborrow should there exist an Event of Default.

(b) The Chief Restructuring Officer, on behalf of the Borrowers, shall give the DIP Lender irrevocable notice of each borrowing by delivering a Borrowing Request by 12:00 noon Atlanta, Georgia time on the date of each requested borrowing of a Loan; provided, that no Loan shall be in an amount less than \$25,000.

(c) Each Borrower, on a joint and several basis, hereby promises to pay to the order of the DIP Lender at its Main Office the principal amount of all outstanding Loans on the Final Maturity Date, plus all accrued fees, interest and other Obligations then outstanding.

(d) The Borrowers shall have the right to make prepayments of principal at any time or from time to time, provided that: (i) the Borrowers shall give the DIP Lender irrevocable notice of each prepayment by 12:00 noon Atlanta, Georgia time on the date of prepayment of a Loan; and (ii) all prepayments of Loans shall be in a minimum amount equal to the lesser of \$25,000 or the unpaid principal amount of this Agreement.

3. Interest and Fees.

(a) The Borrowers, jointly and severally, promise to pay interest on the unpaid balance of the principal amount of each Loan for the period commencing with the date of such Loan was made and ending on the Final Maturity Date at a floating rate per annum equal to the Prime Rate applicable to such Loan *plus* 5.50%. After the occurrence of an Event of Default, all outstanding principal shall bear interest from and including the date of such Event of Default until paid in full at a rate per annum equal to the Default Rate, such interest to be payable on demand. Interest shall be due and payable on the Final Maturity Date and shall be calculated on the basis of a year of 360 days for the actual number of days elapsed.

(b) All payments hereunder shall be made in lawful money of the United States and in immediately available funds. Any extension of time for the payment of the principal of this Agreement resulting from the due date falling on a non-Banking Day shall be included in the computation of interest. The date, amount, and the interest rate with respect to, each Loan evidenced hereby and all payments of principal thereof shall be recorded by the DIP Lender on its books and, at the discretion of the DIP Lender prior to any transfer of this Agreement at any other time, may be endorsed by the DIP Lender on a schedule. Any such endorsement shall be conclusive absent manifest error. The DIP Lender may (but shall not be obligated to) debit the amount of any payment under this Agreement that is not made when due to any deposit account of any Borrower with the DIP Lender. Each Borrower waives presentment, notice of dishonor, protest and any other notice or formality with respect to this Agreement.

4. Additional Costs. (a) If as a result of any Regulatory Change which (i) changes the amount of Taxes imposed on the DIP Lender (other than (x) Taxes with respect to which the DIP Lender is entitled to additional payment pursuant to Section 7 of this Agreement and (y) Excluded Taxes), (ii) imposes or modifies any reserve, special deposit, deposit insurance or assessments, minimum capital, capital ratios or similar requirements relating to any extension of credit or other assets of, or any deposits with or other liabilities of the DIP Lender, or (iii) imposes any other condition affecting this Agreement, the DIP Lender determines (which determination shall be conclusive absent manifest error) that the cost to it of making or maintaining a Loan is increased or any amount received or receivable by the DIP Lender under this Agreement is reduced, then the Borrowers will pay to the DIP Lender on demand an additional amount that the DIP Lender determines will compensate it for the increased cost or reduction in amount.

(b) Without limiting the effect of the foregoing provisions of this Section 4 (but without duplication), the Borrowers shall pay to the DIP Lender from time to time on request such amounts as the DIP Lender may determine to be necessary to compensate the DIP Lender for any reasonable costs which it determines are attributable to the maintenance by it or any of its affiliates pursuant to any Law or regulation of any jurisdiction or any interpretation, directive or request (whether or not having the force of Law and whether in effect on the date of this Agreement or thereafter) of any court or governmental or monetary authority of capital or liquidity in respect of the Loans hereunder (such compensation to include, without limitation, an amount equal to any reduction in return on assets or equity of the DIP Lender to a level below that which it could have achieved but for such Law, regulation, interpretation, directive or request).

5. Conditions To Effectiveness. The obligation of the DIP Lender to make Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in the sole and absolute discretion of the DIP Lender).

(a) [Intentionally Omitted].

(b) The DIP Lender (or its counsel) shall have received the following, each to be in form and substance satisfactory to the DIP Lender:

(i) a counterpart of this Agreement signed by each Borrower;

(ii) copies of duly executed resolutions of the board of directors (or similar governing body) of each Borrower authorizing the execution, delivery and performance of the Facility Documents to which it is a party; and

(iii) a duly executed Borrowing Request with respect to any Loan made on the Closing Date.

(c) All legal matters incident to this Agreement and the borrowings hereunder shall be satisfactory to the DIP Lender.

(d) The Borrowers shall have retained Carl Marks Advisory Group LLC in accordance with an engagement letter satisfactory in form and substance to the DIP Lender (the "Carl Marks Engagement Letter"), and a fully executed copy of the Carl Marks Engagement Letter has been provided to the DIP Lender and its counsel.

(e) All motions and other documents to be filed with and submitted to the Bankruptcy Court related to the DIP Facility and the approval thereof shall be in form and substance satisfactory to the DIP Lender.

(f) The Bankruptcy Court shall have entered the Interim Order, in form and substance satisfactory to the DIP Lender.

(g) The DIP Lender shall have a valid and perfected Lien on and security interest in the Collateral on the basis and with the priority set forth in the Interim Orders, and such Lien of

the DIP Lender shall be senior to all other Liens except as otherwise provided in the Interim Order.

(h) The DIP Lender shall have received the Budget (attached hereto as Exhibit B), which shall be in form and substance satisfactory to the DIP Lender.

6. Conditions to All Credit Extensions. The obligation of the DIP Lender to make a Loan on the occasion of any borrowing is subject to the satisfaction of each of the conditions set forth in Section 5 on the date of such Loan (other than those conditions expressly required to be satisfied on the Closing Date) and the following additional conditions:

(a) Other than the initial funds to be transferred to the Borrowers on the Closing Date, the Chief Restructuring Officer shall have delivered to the DIP Lender an appropriate Borrowing Request, duly executed and completed, by the time specified in, and otherwise as permitted by, this Agreement.

(b) The representations and warranties made by the Borrowers herein are true and correct in all material respects at and as if made as of such date (in each case immediately prior to, and after giving effect to, the funding of any Loans) except to the extent they expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date.

(c) No Default or Event of Default shall exist or be continuing either prior to or after giving effect thereto.

(d) The making of such Loan (and the use of the proceeds therefrom) shall not violate any Law and shall not be enjoined, temporarily, preliminarily or permanently.

(e) No Material Adverse Effect shall have occurred.

(f) The making of such Loan complies with the Budget, in all respects, or has otherwise been approved in writing by the DIP Lender.

(g) With respect to any Loans made after the Closing Date, the DIP Financing Order shall have been entered approving the DIP Facility, in form and substance satisfactory to the DIP Lender, which DIP Financing Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the DIP Lender.

(h) There shall not exist any Law, ruling, judgment, order, injunction or other restraint that, in the judgment of the DIP Lender, prohibits, restricts or imposes a materially adverse condition on the Borrowers, the DIP Facility or the exercise by the DIP Lender of its rights as a secured party with respect to the Collateral.

(i) Any borrowing hereunder shall be limited to the amount that is required to fund disbursements permitted under the Budget after giving effect to any Cash Collateral (as defined in the Cash Collateral Order) otherwise available for use by the Borrowers.

The delivery of each Borrowing Request shall constitute a representation and warranty by the Borrowers of the correctness of the matters specified in subsections (b) through (i) above.

7. Indemnified Taxes. The Borrowers agree that all payments made pursuant to or on account of this Agreement or any other Facility Document shall be made by the Borrowers free and clear and without deduction or withholding for any Tax, except as required by applicable Law. If any applicable Law requires the deduction of or withholding of any Tax from any such payment, then the Borrowers shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrowers pursuant to or on account of this Agreement or any other Facility Document shall be increased as necessary so that after such deduction or withholding has been made (including any such deduction or withholding that may be applicable to additional sums payable under this Section) the DIP Lender shall receive an amount equal to the amount it would have received had no such deduction or withholding been made. The Borrowers shall provide to the DIP Lender evidence of such payment made to the relevant governmental authority within thirty (30) days thereof and shall also provide to the DIP Lender any official tax receipt or other documentation issued by the appropriate governmental authorities with respect to the payment of Indemnified Taxes. The Borrowers hereby agree that it shall indemnify and reimburse the DIP Lender, on demand, for any loss, liability, or expense incurred by the DIP Lender as a result of any failure by the Borrowers to pay Indemnified Taxes as and when due, whether or not such Indemnified Taxes were correctly or legally imposed by the relevant governmental authority. The Borrowers shall timely pay to the relevant governmental authority or, at the option of the DIP Lender, reimburse it for Other Taxes.

8. Representations. Each Borrower represents and warrants that:

(a) The Facility Documents constitute the legal, valid and binding obligations of such Borrower, enforceable against such Borrower in accordance with their terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity.

(b) The execution, delivery and performance by such Borrower of the Facility Documents and all other documents contemplated hereby or thereby, and the use of the proceeds of any of the Loans, do not and will not (i) conflict with or constitute a breach of, or default under, or require any consent under, or result in the creation of any Lien, charge or encumbrance upon the property or assets of such Borrower pursuant to any other agreement or instrument (other than any pledge of or security interest granted in any Collateral pursuant to any Facility Document) to which such Borrower is a party or is bound or by which its properties may be bound or affected; or (ii) violate any provision of any Law (including, without limitation, Regulation U of the Federal Reserve Board), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Borrower.

(c) No consent, approval or authorization of, or registration, declaration or filing with, any governmental authority or other person or entity is required as a condition to or in connection

with the due and valid execution, delivery and performance by such Borrower of any Facility Document;

(d) There are no actions, suits, investigations or proceedings pending or threatened at law, in equity, in arbitration or by or before any other authority involving or affecting: (i) such Borrower that, if adversely determined, are likely to have a Material Adverse Effect; (ii) any material part of the assets or properties of such Borrower or any part of the Collateral (if any) under any Facility Document; or (iii) any of the transactions contemplated in the Facility Documents. There are currently no material judgments entered against such Borrower and such Borrower is not in default with respect to any judgment, writ, injunction, order, decree or consent of any court or other judicial authority, which default is likely to have or has had a Material Adverse Effect;

(e) This Agreement, taken together with the Interim Order and/or the Final Order is effective to create in favor of the DIP Lender legal, valid, enforceable and continuing first priority Liens on, and security interests in, the Collateral pledged hereunder or thereunder, in each case subject to no Liens other than with respect Liens permitted under the DIP Financing Orders. Pursuant to the terms of the Interim Order and/or Final Order, no filing or other action will be necessary to perfect or protect such Liens and security interests. Pursuant to and to the extent provided in the Interim Order and the Final Order, the Obligations of the Borrowers under this Agreement will constitute allowed administrative expense claims in the Chapter 11 Cases under Section 364(c) of the Bankruptcy Code, having priority over all administrative expense claims and unsecured claims against such Borrowers now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code and all super-priority administrative expense claims granted to any other Person (including avoidance actions and the proceeds thereof).

(f) The Borrowers are in compliance with the terms and conditions of the DIP Financing Orders. Each of the Interim Order (to the extent necessary, with respect to the period prior to the entry of the Final Order) or the Final Order (from after the date the Final Order is entered) is in full force and effect and has not been vacated, reversed or rescinded or, without the prior written consent of the DIP Lender, in its sole discretion, amended or modified and no appeal of such order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

(g) A true and complete copy of the Budget, as agreed to with the DIP Lender as of the Closing Date, is attached as Exhibit B hereto.

Each borrowing request by the Borrowers under this Agreement shall constitute a representation and warranty that the statements above are true and correct both on the date of such request and on the date of the borrowing. Each borrowing request shall also constitute a representation that no Event of Default under this Agreement has occurred and is continuing or would result from such borrowing.

9. Covenants. Each Borrower agrees that so long as the DIP Lender has any Commitment hereunder or any Obligation or other amount payable hereunder or under any Facility Document (in each case other than contingent indemnification obligations) remains unpaid:

(a) The Borrowers will furnish, or cause to be furnished, to the DIP Lender:

(i) All information required under Sections 5.1 and 5.2 of the Prepetition Credit Agreement in the form and on the dates when due under the Prepetition Credit Agreement;

(ii) Every Friday beginning with the Friday following the Closing Date, (A) a Weekly Cash Flow Forecast for the subsequent 13 week period, and (B) a variance report (the "Variance Report") setting forth actual cash receipts and disbursements of the Borrowers for the prior week and setting forth all the variances, on a line-item and aggregate basis, from the amount set forth for such week as compared to (1) the Budget on a weekly and cumulative basis, and (2) the most recent Weekly Cash Flow Forecast delivered by the Borrowers, in each case, on a weekly and cumulative basis (and each such Variance Report shall include explanations for all material variances);

(iii) Each Borrower shall deliver or cause to be delivered for review and comment, as soon as commercially reasonable and in any event not less than two (2) Business Days prior to filing, all material documents (provided that any of the foregoing relating to the DIP Facility shall be deemed material) to be filed on behalf of the Borrowers with the Bankruptcy Court to the DIP Lender and its counsel;

(iv) The Chief Restructuring Officer shall hold weekly progress conference calls for the DIP Lender, starting on June 16, 2014, until the Final Maturity Date. During such conference calls the Chief Restructuring Officer shall provide the DIP Lender with a reasonably comprehensive update on the Chapter 11 Cases, variances with respect to the Budget and any other material information relating to the business, condition (financial or otherwise), operation, performance, properties or prospects of any of the Borrowers and any other information that may be reasonably requested by the DIP Lender;

(v) Each Borrower shall promptly deliver or cause to be delivered to the DIP Lender copies of any term sheets, proposals, presentations or other documents, from any party, related to (i) the restructuring of the Borrowers, or (ii) the sale of assets of one or all of the Borrowers; and

(vi) The Borrowers shall allow the DIP Lender access to, upon reasonable notice during normal business hours in a time and manner to minimize disruption to the Borrowers, the Chief Restructuring Officer and any other the financial consultant engaged by the Borrowers (which engagement shall be on terms and conditions satisfactory to the DIP Lender).

(b) Each of the affirmative covenants contained in Sections 5.3, 5.4, 5.6, 5.7 (provided all inspections and visits shall be at the sole cost and expense of Borrowers), 5.8, and 5.11 of the Prepetition Credit Agreement are incorporated herein by reference *mutatis mutandis*.

(c) Each of the negative covenants contained in Article 7 of the Prepetition Credit Agreement are incorporated herein by reference *mutatis mutandi*; provided, however, notwithstanding anything to the contrary contained in the Prepetition Credit Agreement, Borrowers

shall not be permitted to incur any Indebtedness, make any Investment or otherwise transfer any assets except as permitted in the Budget without the prior written consent of the DIP Lender.

(d) Each Borrower will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable Law, or which the DIP Lender may reasonably request, to effectuate the transactions contemplated by this Agreement and the other Facility Documents or to grant, preserve, protect or perfect the Liens created by this Agreement, the DIP Financing Orders or other Facility Documents or the validity or priority of an such Lien, all at the expense of the Borrowers.

(e) Until payment in full of the Obligations under this Agreement (other than contingent indemnification obligations not yet due and payable), except for and to the extent permitted under the DIP Financing Orders, the Borrowers will not, directly or indirectly, incur, create, assume, suffer to exist or permit any administrative expense claim or Lien which is pari passu with or senior to the claims or Liens, as the case may be, of the DIP Lender against the Borrowers hereunder or under the DIP Financing Orders, or apply to the Bankruptcy Court for authority to do so.

(f) The Borrowers will not, directly or indirectly (a) seek, support, consent to or suffer to exist any modification, stay, vacation or amendment of the Interim Order or the Final Order except for any modifications and amendments agreed to in writing by the DIP Lender, (b) apply to the Bankruptcy Court for authority to take any action prohibited by this Agreement (except to the extent such application and the taking of such action is conditioned upon receiving the written consent of the DIP Lender) or (c) seek authorization for or permit the existence of, any claims other than that of the DIP Lender entitled to a superpriority under Section 364(c)(1) of the Bankruptcy Code that is senior or pari passu with the DIP Lender's Section 364(c)(1) claim.

(g) No Borrower shall make or commit to make payments to critical vendors (other than those critical vendors that are approved in writing by the DIP Lender) in respect of prepetition amounts in excess of the amount included in the Budget, without first obtaining the prior written consent of the DIP Lender.

(h) Except as otherwise provided herein or approved by the DIP Lender, the Borrowers will not, and will not permit any subsidiary to directly or indirectly (a) use any cash or the proceeds of any Loans in a manner or for a purpose other than those consistent with this Agreement, the DIP Financing Orders and the Budget, (b) permit a disbursement causing any Budget variance without the prior written consent of the DIP Lender or (c) make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any claim or debt arising prior to the Petition Date other than payments authorized by the Bankruptcy Court and in compliance with the Budget.

(i) No Collateral, proceeds of Loans, or any other amounts may be used directly or indirectly by any of the Borrowers, any committee, any trustee or other estate representative appointed in the Chapter 11 Cases (or any successor case) or any other person or entity (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith):

(i) to seek authorization to obtain Liens or security interests that are senior to, or on a parity with, the Liens in favor of the DIP Lender or the Superpriority DIP Claims (except to the extent expressly set forth in this Agreement); or

(ii) to investigate (including by way of examinations or discovery proceedings), prepare, assert, join, commence, support or prosecute any action for any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of, in any capacity, against any of the DIP Lenders, the Prepetition Agent or the Prepetition Lenders, and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns, or successors of each of the foregoing, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (A) any claims or causes of action arising under Chapter 5 of the Bankruptcy Code; (B) any so-called “lender liability” claims and causes of action; (C) any action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the Obligations, the Superpriority DIP Claims, the Liens in favor of the DIP Lender, the Facility Documents, the Prepetition Loan Documents or the Prepetition Obligations; (D) any action seeking to invalidate, modify, set aside, avoid or subordinate, in whole or in part, the Obligations or the Prepetition Obligations; (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to either (1) the DIP Lender hereunder or under any of the Facility Documents, or (2) the Prepetition Agent or the Prepetition Lenders under any of the Prepetition Loan Documents (in each case, including, without limitation, claims, proceedings or actions that might prevent, hinder or delay any of the DIP Lender’s assertions, enforcements, realizations or remedies on or against the Collateral in accordance with the applicable Facility Documents and the DIP Financing Orders); or (G) objecting to, contesting, or interfering with, in any way, the DIP Lender’s enforcement or realization upon any of the Collateral once an Event of Default has occurred.

10. Events of Default. If any of the following events of default shall occur (each an “Event of Default”):

(a) the Borrowers shall fail to pay (i) the principal of this Agreement as and when due and payable, or (ii) interest on this Agreement, or any other amount payable under this Agreement, as and when due and payable;

(b) any representation or warranty made or deemed made by any Borrower in this Agreement or by any Borrower or any Third Party in any Facility Document to which it is a party, or in any certificate, document, opinion or financial or other statement furnished under or in connection with a Facility Document, shall prove to have been incorrect in any material respect on or after the date hereof;

(c) any Borrower or any Third Party shall fail to perform or observe any term, covenant or agreement contained in any Facility Document on its part to be performed or observed;

(d) any Borrower or any Third Party is involved in a proceeding which would reasonably be expected to result in a forfeiture of all or a substantial part of any such party's assets or a material judgment is entered against any Borrower or any Third Party;

(e) Any Lien or security interest purported to be created by any Facility Document or DIP Financing Order shall cease to be, or shall be asserted by any Borrower not to be, a valid, perfected, first-priority (except as otherwise expressly provided in such Facility Document or any DIP Financing Order) security interest in the securities, assets or properties covered thereby;

(f) Any of the following shall occur in any Chapter 11 Case:

(i) filing of a Plan by the Borrowers that does not propose to indefeasibly repay the Obligations and the Prepetition Obligations in full in cash, unless otherwise consented to by the DIP Lender;

(ii) any of the Borrowers shall file a pleading seeking to vacate or modify any of the DIP Financing Orders over the objection of the DIP Lender;

(iii) entry of an order without the prior consent of the DIP Lender amending, supplementing or otherwise modifying any DIP Financing Order;

(iv) reversal, vacation or stay of the effectiveness of any DIP Financing Order;

(v) any violation of the terms of any DIP Financing Order;

(vi) dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code;

(vii) appointment of a Chapter 11 trustee;

(viii) any sale of all or substantially all assets of the Borrowers pursuant to Section 363 of the Bankruptcy Code, unless (i) the proceeds of such sale indefeasibly satisfy the Obligations and the Prepetition Obligations in full in cash or (ii) such sale is supported by the DIP Lender;

(ix) other than the engagement of the Chief Restructuring Officer, appointment of a responsible officer or examiner with enlarged powers relating to the operation of the business of the Borrowers without the prior written consent of the DIP Lender;

(x) granting of relief from the automatic stay in the Chapter 11 Cases to permit foreclosure or enforcement on, or any right or remedy with respect to, assets of any Borrower;

(xi) the Borrowers filing of (or supporting another party in the filing of) a motion seeking entry of, or the entry of an order, granting any superpriority claim or Lien (except as contemplated herein) which is senior to or pari passu with the DIP Lender's claims and Liens under the DIP Facility;

(xii) payment of or granting adequate protection with respect to prepetition debt, other than as expressly provided herein or in the DIP Financing Orders;

(xiii) loss or modification of exclusivity by the Borrowers or the filing of a plan of reorganization other than the Plan;

(xiv) unless otherwise provided in the Interim Order or the Final Order, any of the Borrowers seek or if there is entered, an order under Section 365 of the Bankruptcy Code rejecting a material lease (i) to which any Borrower is a party, and (ii) that is part of (or whose premises contain any of) the Collateral; and

(xv) cessation of the Liens of the DIP Lender's to be valid, perfected and enforceable in all respects in accordance with the DIP Financing Orders.

(g) Any of the Borrowers shall (i) use cash collateral or Loan proceeds for any item other than those set forth in, and in accordance with, the Budget and as approved by the Bankruptcy Court or prepays any pre-petition debt, (ii) assert any right of subrogation or contribution against any other Borrower prior to the payment in full of the Obligations and the termination of the Commitment, or (iii) cause any variances under the Budget (other than as approved in writing by the DIP Lender).

(h) Carl Marks Advisory Group LLC shall resign, be removed or no longer operate in the capacity as Chief Restructuring Officer pursuant to the terms and conditions of the Carl Marks Engagement Letter, and a replacement "chief restructuring officer" reasonably acceptable to the Borrowers and the DIP Lender shall not have been engaged promptly thereafter on terms and conditions acceptable to the DIP Lender, or the Carl Marks Engagement Letter shall expire, be terminated or otherwise be modified or amended without the prior written consent of the DIP Lender.

THEN, the DIP Lender may deliver written notice to the Bankruptcy Court that the automatic stay provisions of Section 362 of the Bankruptcy Code have been vacated and modified to the extent necessary to permit the DIP Lender to exercise all rights and remedies provided for in the Facility Documents, and to take any or all of the following actions without further order of or application to the Bankruptcy Court (as applicable):

(a) declare the Commitment terminated whereupon the Commitment shall be immediately terminated;

(b) declare the unpaid principal of and any accrued interest in respect of all Loans and any and all other indebtedness or obligations of any and every kind owing by a Borrower to the DIP Lender hereunder to be due whereupon the same shall be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers;

(c) immediately terminate the use by any Borrower of any cash or cash equivalents comprising part of the Collateral (including, without limitation, all cash and cash equivalents deposited in any bank account subject to a control agreement), and

sweep any cash or cash equivalents subject to a control agreement to an account of the DIP Lender;

(d) freeze monies or balances in the Borrowers accounts with the DIP Lender and sweep all funds to repay the Obligations;

(e) immediately set-off any and all amounts in accounts maintained by the Borrowers with the DIP Lender against the Obligations, or otherwise enforce any and all rights against the Collateral in the possession of the DIP Lender, including, without limitation, disposition of the Collateral solely for application towards the Obligations; and/or

(f) take any other actions or exercise any other rights or remedies permitted under the DIP Financing Orders, the Facility Documents or applicable Law to effectuate the repayment of the Obligations.

The Borrowers shall cooperate fully with the DIP Lender in its exercise of rights and remedies, whether against the Collateral or otherwise. The Borrowers hereby waive any right to seek relief under the Bankruptcy Code, including under Section 105 thereof, to the extent such relief would restrict or impair the rights and remedies of the DIP Lender set forth in the DIP Financing Orders and in the Facility Documents.

In case any one or more of the covenants and/or agreements set forth in this Agreement or any other Facility Document shall have been breached by any Borrower, then the DIP Lender may proceed to protect and enforce the DIP Lender's rights either by suit in equity and/or by action at law, including an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement or such other Facility Document. Without limitation of the foregoing, the Borrowers agree that failure to comply with any of the covenants contained herein will cause irreparable harm and that specific performance shall be available in the event of any breach thereof. The DIP Lender acting pursuant to this paragraph shall be indemnified by the Borrowers against all liability, loss or damage, together with all reasonable costs and expenses related thereto (including reasonable legal and accounting fees and expenses).

11. Certain Bankruptcy Matters.

(a) Except to the extent provided otherwise in a DIP Financing Order, the Borrowers hereby agree that, the Obligations shall (i) constitute Superpriority DIP Claims over all administrative expense claims and unsecured claims against the Borrowers now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code and all super-priority administrative expense claims granted to any other Person the establishment of which super-priority shall have been approved and authorized by the Bankruptcy Court and (ii) be secured pursuant to Sections 364(c)(2), (c)(3) and (d)(1) of the Bankruptcy Code and, to the extent provided in any of the DIP Financing Orders, shall not be subject to any claims against the Collateral pursuant to Section 506(c) of the Bankruptcy Code.

(b) In the event of a conflict between, or inconsistency among, the Interim Order or the Final Order, on the one hand, and any other Facility Document, on the other hand, the Interim Order or the Final Order, as the case may be, shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere:

(i) The Lender shall not be required to prepare, file, register or publish any financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the DIP Financing Orders or any other Facility Document. If the DIP Lender shall, in its sole discretion, from time to time elect to prepare, file, register or publish any such financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the DIP Lender's Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Order is entered, and (B) shall not negate or impair the validity or effectiveness of this Section or of the perfection of any other Liens in favor of the DIP Lender on the Collateral.

(ii) Except as otherwise agreed to by the DIP Lender, the Liens, lien priorities, Superpriority DIP Claims and other rights and remedies granted to the DIP Lender pursuant to this Agreement, the DIP Financing Orders or the other Facility Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the Superpriority DIP Claims provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of debt by the Borrowers (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of any of the Chapter 11 Cases, or by any other act or omission whatsoever.

(d) Without limiting the generality of the foregoing, notwithstanding any such financing, extension, incurrence, dismissal, conversion, act or omission:

(i) except to the extent provided in any of the DIP Financing Orders and subject to the DIP Financing Orders, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or on a parity with any claim of the DIP Lender against the Borrowers in respect of any Obligations;

(ii) other than as provided in the DIP Financing Orders or the Facility Documents, the DIP Lender's Liens on the Collateral shall constitute valid, enforceable and perfected first priority Liens, and shall be prior to all other Liens, now existing or hereafter arising, in favor of any other creditor or other Person; and

(iii) the DIP Lender's Liens on the Collateral shall continue to be valid, enforceable and perfected without the need for the DIP Lender to prepare, file, register or publish any financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments or to otherwise perfect the DIP Lender's Liens under applicable non-bankruptcy Law.

(e) In connection with any sale of all or any portion of the Collateral or the Prepetition Collateral, including in each case pursuant to Sections 9-610 or 9-620 of the UCC, at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code or as part of restructuring plan subject to confirmation under Section 1129(b)(2)(A)(iii) of the Bankruptcy Code, or at any sale or foreclosure conducted by the DIP Lender, in accordance with applicable Law, each Borrower hereby gives the DIP Lender and the Prepetition Agent (at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)), the power and right, without assent by such Borrower, to "credit bid" the full amount of all Obligations and Prepetition Obligations, as applicable, in order to purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral or Prepetition Collateral.

12. Grant of Security.

(a) To induce the DIP Lender to enter into this Agreement and the other Facility Documents and to secure the due and punctual payment and performance of all Obligations of the Borrowers, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all obligations of the Borrowers hereunder and under the other Facility Documents in respect of the Obligations, each Borrower hereby grants to the DIP Lender a security interest in, and each Borrower hereby pledges and collaterally assigns to the DIP Lender, a Lien upon and a continuing priming first-priority security interest (subject only to Liens permitted under the DIP Financing Orders) in accordance with Sections 364(c)(2) and (3) and 364(d)(1) of the Bankruptcy Code, in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Borrower, whether owned or consigned by or to, or leased from or to, such Borrower, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including but not limited to: (i) all receivables; (ii) all inventory; (iii) all general intangibles; (iv) all intellectual property; (v) all documents and chattel paper and all supporting obligations of any kind given by any person with respect thereto; (vi) all equipment; (vii) all instruments, equity interests, financial assets, investment property and all supporting obligations of any kind given by any person with respect thereto; (viii) all deposit accounts, securities accounts, cash and other property deposited therein or credited thereto from time to time, all monies and property of any kind of any Borrower maintained with or in the possession of DIP Lender from time to time; (ix) all goods and as-extracted collateral; (x) all letters of credit and letter of credit rights; (xi) all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of each Borrower pertaining to any of the Collateral; (xii) all real property; the commercial tort claims listed on Schedule 1; and (xiv) all proceeds of all or any of the Collateral described in clauses (i) through (xiii) hereof and any claims or causes of action (including any proceeds or property recovered in respect of avoidance actions or causes of action under Chapter

5 of the Bankruptcy Code, and, upon entry of the Final Order, avoidance actions and proceeds of avoidance actions under chapter 5 of the Bankruptcy Code), tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) To the extent permitted by applicable Law, each Borrower hereby irrevocably authorizes DIP Lender and its affiliates, counsel and other representatives, at any time and from time to time, to file in the name of such Borrower or otherwise and without separate authorization or authentication of such Borrower appearing thereon, such UCC financing statements or continuation statements as the DIP Lender may reasonably deem necessary or reasonably appropriate to further perfect or maintain the perfection of the Lien of the DIP Lender under this Agreement, and such financing statements and amendments may describe the Collateral covered thereby "all of the debtor's personal property and assets" or words to similar effect, whether now owned or hereafter acquired, notwithstanding that such description may be broader in scope than the Collateral described in this Agreement. Each Borrower hereby also authorizes DIP Lender and its affiliates, counsel and other representatives, at any time and from time to time, to execute and file any and all agreements, instruments, documents and papers as the DIP Lender may reasonably request to evidence the Lien of the DIP Lender in any patent, trademark, copyright or other intellectual property, including without limitation the goodwill or accounts and general intangibles of such Borrower relating thereto or represented thereby. Such Borrower agrees that, except to the extent that any filing office requires otherwise, a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Borrowers shall pay the costs of, or incidental to, any recording or filing of any financing or continuation statements or other assignment documents concerning the Collateral.

(c) Each Borrower will promptly deliver each instrument and any other document, and take any other action, that may be reasonably requested by the DIP Lender in order to perfect the DIP Lender's Lien in the Collateral, all at the sole cost and expense of the Borrowers.

13. Expenses. The Borrowers agree to reimburse the DIP Lender on demand for all costs, expenses and charges (including, without limitation, reasonable fees and charges of counsel) in connection with the preparation or modification of the Facility Documents, performance or enforcement of the Facility Documents, or the defense or prosecution of any rights of the DIP Lender pursuant to any Facility Documents.

14. Jurisdiction. To the maximum extent not prohibited by applicable Law, each Borrower hereby irrevocably: (i) submits to the jurisdiction of any Georgia state or United States federal court sitting in Atlanta, Georgia over any action or proceeding arising out of this Agreement; (ii) agrees that all claims in respect of such action or proceeding may be held and determined in such Georgia state or federal court; (iii) agrees that any action or proceeding brought against the DIP Lender may be brought only in a Georgia state or United States federal court sitting in Atlanta, Georgia; (iv) consents to the service of process in any such action or proceeding in either of said courts by mailing thereof by the DIP Lender by registered or certified mail, postage prepaid, to such Borrower at its address specified on the signature page hereof, or at such Borrower's most recent mailing address as set forth in the records of the DIP Lender; and (v) waives any defense on the basis of an inconvenient forum. Notwithstanding any other provision of this Section 14, the

Bankruptcy Court shall have exclusive jurisdiction over any action or dispute involving, relating to or arising out of this Agreement or the other Facility Documents.

Each Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waives any defense on the basis of an inconvenient forum. Nothing herein shall affect the right of the DIP Lender to serve legal process in any other manner permitted by Law or affect the right of the DIP Lender to bring any action or proceeding against any Borrower or its property in the courts of any other jurisdiction.

15. Waiver of Jury Trial.

EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER FACILITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FACILITY DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16. Miscellaneous. (a) The provisions of this Agreement are intended to be severable. If for any reason any provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions thereof in any jurisdiction.

(b) No amendment, modification, supplement or waiver of any provision of this Agreement nor consent to departure by any Borrower therefrom shall be effective unless the same shall be in writing and signed by such Borrower and the DIP Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) No failure on the part of the DIP Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by Law.

(d) As used herein, the term Borrowers shall include all signatories hereto, if more than one. In such event, the obligations, representations and warranties of the Borrowers hereunder shall be joint and several. This Agreement shall be binding on the Borrowers and their respective successors and assigns and shall inure to the benefit of the DIP Lender and its successors and

assigns, except that no Borrower may delegate any of its obligations hereunder without the prior written consent of the DIP Lender. With the consent of the Borrowers, not to be unreasonably withheld, the DIP Lender may assign all or a portion of its rights and obligations under this Agreement; provided that such consent shall not be required (i) at any time that an Event of Default has occurred and is continuing, (ii) in connection with any assignment to an affiliate of the DIP Lender, (iii) in connection with any merger or consolidation, or (iv) in connection with any pledge or assignment to secure obligations to a Federal Reserve Bank.

(e) Anything herein to the contrary notwithstanding, the obligations of the Borrowers under this Agreement shall be subject to the limitation that payments of interest shall not be required to the extent that receipt thereof would be contrary to provisions of Law applicable to the DIP Lender limiting rates of interest which may be charged or collected by the DIP Lender.

(f) Unless otherwise agreed in writing, notices shall be given to the DIP Lender and the Borrowers at their facsimile numbers (confirmed by telephone to their telephone numbers) or addresses set forth in the signature page of this Agreement, or such other facsimile (and telephone) number or address communicated in writing by either such party to the other. Notices to the DIP Lender shall be effective upon receipt.

(g) The obligations of the Borrowers under Sections 4, 7, 13, 14 and 15 hereof shall survive the repayment of the Loans.

(h) Each reference herein to the DIP Lender shall be deemed to include its successors, endorsees, and assigns, in whose favor the provisions hereof shall inure. Each reference herein to the Borrowers shall be deemed to include the respective heirs, executors, administrators, legal representatives, successors and assigns of the Borrowers, all of whom shall be bound by the provisions hereof.

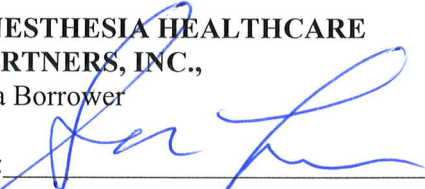
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with federal Law applicable to the DIP Lender and, to the extent not preempted by federal Law, the Law of the State of Georgia, without regard to its conflicts of laws principles.

18. **Use of Proceeds.** The Borrowers hereby agree that they will not, directly or indirectly, use the proceeds of any Loan under this Agreement, or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity, to fund any activities or business of or with any person or entity, or in any country or territory, that, at the time of such funding, is the subject of any sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or in any other manner that would result in a violation of OFAC sanctions by any person or entity, including any person or entity participating in any capacity in any Loan under this Agreement.


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

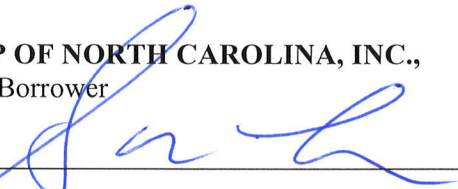
ANESTHESIA HEALTHCARE PARTNERS, INC.,
as a Borrower

By: 
Name: Sean M. Lynch
Its: CEO

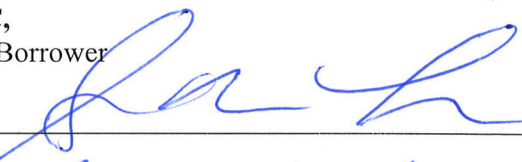
AHP OF ILLINOIS, INC.,
as a Borrower

By: 
Name: Sean M. Lynch
Its: CEO


AHP OF NORTH CAROLINA, INC.,
as a Borrower

By: 
Name: Sean M. Lynch
Its: CEO

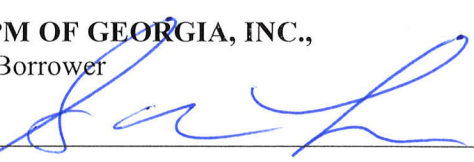
AHP OF NORTHWESTERN LOUISIANA, LLC,
as a Borrower

By: 
Name: Sean M. Lynch
Its: Managing Member

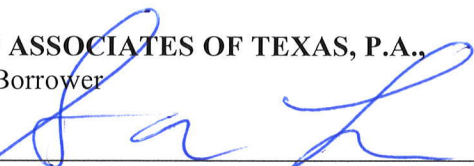
HBL ANESTHESIA SERVICES, LLC,
as a Borrower

By: 
Name: Sean M. Lynch
Its: Managing Member


AHPM OF GEORGIA, INC.,
as a Borrower

By: 
Name: Sean M. Lynch
Its: CEO

AHP ASSOCIATES OF TEXAS, P.A.,
as a Borrower

By: 
Name: Sean M. Lynch
Its: CEO

MEDFINANCIAL, LLC,
as a Borrower

By: 
Name: Sean M. Lynch
Its: Managing Member

AHP OF CENTRAL GEORGIA, P.C.,
as a Borrower

By: _____

Name: Sean M. Lynch

Its: CEO

**ANESTHESIA HEALTHCARE PARTNERS
OF FLORIDA, INC.,** as a Borrower

By: _____

Name: Sean M. Lynch

Its: CEO

Address for notices to any Borrower:

c/o Anesthesia Healthcare Partners, Inc.
3079 Peachtree Industrial Blvd.
Duluth, GA 30097
Attn: Sean Lynch
Facsimile:
Telephone:

with copies to:

Theodore N. Stapleton, P.C.
Suite 100-B
2802 Paces Ferry Road
Atlanta, GA 30339
Facsimile: (404) 935-5344
Telephone: (770) 436-3334

SUNTRUST BANK,
as the DIP Lender

By: _____

Name: _____

Title: _____

Address for notices to the DIP Lender:

SunTrust Banks, Inc.
Mail Code FL-Tampa-4104
401 E. Jackson St, Suite 1000
Tampa FL, 33602
Attn: William S. Krueger
Facsimile: (813) 224-2605
Telephone: (813) 224-2279

with copies to:

King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, GA 30309
Attn: Jesse H. Austin, III
J. Craig Lee
Facsimile: (404) 572-5100
Telephone: (404) 572-4600

Schedule 1

Commercial Tort Claims

Exhibit A

Form of Borrowing Request

[Date]

SunTrust Bank
303 Peachtree Street, N.E.
Atlanta, GA 30308

Ladies and Gentlemen:

Reference is made to that certain SENIOR SECURED DEBTOR-IN-POSSESSION LOAN AGREEMENT, dated as of June 10, 2014 (the "Loan Agreement"), by and among Anesthesia Healthcare Partners, Inc., AHPM of Georgia, Inc., AHP of Central Georgia, P.C., AHP of Northwestern Louisiana, LLC, AHP of North Carolina, Inc., Anesthesia Healthcare Partners of Florida, Inc., AHP Associates of Texas, P.A., AHP of Illinois, Inc., HBL Anesthesia Service, LLC, and Medfinancial, LLC, each as debtors and debtors-in-possession under the Bankruptcy Code (collectively, the "Borrowers" and each, individually, a "Borrower"), and SunTrust Bank, as lender (the "DIP Lender"). Terms defined in the Loan Agreement are used herein with the same meanings. This notice constitutes a Borrowing Request, and the Chief Restructuring Officer, on behalf of the Borrowers, hereby requests a Loan under the Loan Agreement, and in that connection the Chief Restructuring Officer specifies the following information with respect to the Loan requested hereby:

- (A) Aggregate principal amount of Loan¹: _____
- (B) Date of Loan (which is a Business Day): _____
- (C) Location and number of the applicable Borrower's account to which proceeds of the Loan are to be disbursed: _____
- (D) Purpose of the Loan and use of proceeds therefrom:

¹ Not less than \$25,000

The Chief Restructuring Officer hereby represents and warrants that the conditions specified in paragraphs (b) through (i) of Section 6 of the Loan Agreement are satisfied.

Very truly yours,

[CHIEF RESTRUCTURING OFFICER]

By: _____

Name:

Title:

Exhibit B

Budget

See Attached.

