

## **EXHIBIT B**

**PROMISSORY NOTE**

\$10,000,000

June \_\_, 2015

**FOR VALUE RECEIVED**, the ATLS Creditors' Liquidating Trust, a Delaware trust (the "Borrower"), hereby promises to pay to the order of Medco Health Solutions, Inc. (the "Payee" and collectively with the Borrower, the "Parties"), its successors and assigns, on or before the Maturity Date (as hereinafter defined), the principal sum of **TEN MILLION DOLLARS (\$10,000,000)** (the "Principal Amount"), together with accrued and unpaid interest thereon from the date hereof, in lawful money of the United States of America, in accordance with the terms of this promissory note (the "Promissory Note"). Reference is hereby made to that certain First Amended Joint Plan Of Liquidation Of ATLS Acquisition, LLC And Its Affiliated Debtors Under Chapter 11 Of The Bankruptcy Code Proposed Jointly By The Debtors, The Official Committee Of Unsecured Creditors And Medco Health Solutions, Inc. as confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in *In re: ATLS Acquisition, LLC, et al.*, Case No. 13-10262 (LSS), on June \_\_, 2015 (the "Plan"). Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Plan.

1. Interest Rate. The outstanding Principal Amount of this Promissory Note shall bear simple interest at a rate of 3.25% per annum until all amounts owing under this Promissory Note are paid in full, whether at maturity, by prepayment or otherwise. All accrued but unpaid interest shall be payable upon the Maturity Date. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.
2. Maturity Date. The Principal Amount of this Promissory Note (or, if less, the unpaid principal balance of such amount), together with all accrued and unpaid interest hereon, shall be due and payable by the Borrower in full upon the earlier of (i) the date upon which all Allowed Claims except for Medco Claims are either paid in full or reserved for pursuant to the terms of the Plan, or (ii) December 31, 2015 (the "Maturity Date").
3. Application of Payments. Each payment on this Promissory Note shall be credited first to the payment of accrued but unpaid interest, and then to the Principal Amount. All payments of the unpaid principal balance and interest shall be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature, unless the withholding of such taxes or duties is required by law.
4. Manner of Payment. All payments hereunder shall be made to the Payee or to such other payee or address as the Payee may designate from time to time in immediately available funds, in lawful money of the United States of America, no later than 2:00 p.m. on the date on which such payment is due, to such account(s) as may be designated by the Payee.
5. Prepayment. Subject to the terms and conditions of the Plan, the Borrower shall have the right to prepay the Principal Amount in full or in part, together with all interest on the amount prepaid accrued to the date of such prepayment, at any time and from time to

time (the “Prepayment Right”). Any amount received by the Payee from the Borrower pursuant to this Prepayment Right shall be applied first to the payment of accrued but unpaid interest on this Promissory Note through the date of such prepayment, then to principal. Any such prepayment shall be payable without any premium or penalty of any kind.

6. Limited Recourse. Subject to the terms and conditions of the Plan, the Borrower's payment of the Principal Amount and interest thereon shall be made solely from Residual Liquidating Trust Assets, and the Payee shall have no recourse against the Liquidating Trustee or the Liquidating Trust except to the extent of such Residual Liquidating Trust Assets.
7. Successors and Assigns. This Promissory Note may be assigned or transferred by the Payee to any Person. The Borrower may not assign or transfer this Promissory Note or any of its rights hereunder without the prior written consent of the Payee. This Promissory Note shall inure to the benefit of, and be binding upon, the parties hereto and their permitted assigns.
8. Waivers. The Borrower hereby waives presentment, demand of payment, protest, notice of intent to accelerate, notice of acceleration and all other notices and demands whatsoever with respect to such liabilities and obligations or to any action under this Note, except as specifically provided for in this Promissory Note. The Borrower further agrees that it shall remain liable for all amounts due hereunder notwithstanding any extension of time or any change in the terms of payment of this Promissory Note granted by the Payee or any delay or failure by the Payee to exercise any rights hereunder. Any delay on the part of Payee in exercising any right hereunder shall not operate as a waiver or election of any rights or remedies. Any forbearance or waiver granted by Payee shall not operate as a waiver or forbearance with regard to any subsequent action or inaction by Borrower.
9. Entire Agreement; Electronic Execution. Each of the Borrower and the Payee confirms that this Promissory Note (together with the Plan) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Promissory Note by facsimile or in electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Promissory Note.
10. GOVERNING LAW. THIS PROMISSORY NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS LAW.
11. Jurisdiction. The Parties submit and consent to the jurisdiction (both personal and subject matter) of the Bankruptcy Court to adjudicate all claims and proceedings arising from or related to this Promissory Note. The Parties further agree and consent that the Bankruptcy Court can enter a final order in connection with any such dispute. In the

event the Bankruptcy Court declines to exercise jurisdiction, the Parties shall submit and consent to the jurisdiction (both personal and subject matter) of the United States District Court for the District of Delaware or the Delaware State Court located in Wilmington, Delaware to resolve any dispute as set forth in this provision. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATED TO THIS PROMISSORY NOTE.

12. Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Promissory Note in any court referred to in Section 11 and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
13. Severability. Whenever possible, each provision of this Promissory Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is in conflict with any applicable law or is otherwise unenforceable for any reason whatsoever, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Promissory Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Amendment. No amendment to this Promissory Note shall be effective unless in a writing executed and delivered by the Borrower and the Payee and such amendment shall not conflict with the Plan in any material respect.
15. Loss, Mutilation, Etc. Upon notice from the Payee to the Borrower of the loss, theft, destruction or mutilation of this Promissory Note, and upon receipt of an indemnity reasonably satisfactory to the Borrower from the Payee or, in the case of mutilation hereof, upon surrender of the mutilated Promissory Note, the Borrower will make and deliver a new note of like tenor in lieu of this Promissory Note.
16. Notices. All notices, consents, waivers or other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid or overnight courier (charges prepaid) or sent by facsimile or other electronic image scan transmission, as follows:

(a) addressed to the Borrower at:

ATLS Creditors' Liquidating Trust  
Robert S. Rosenfeld, Trustee  
49 Roy Avenue  
Massapequa, New York 11758

With a copy to:

Greenberg Traurig LLP  
200 Park Avenue  
New York, New York 10166  
Attn: Nancy A. Mitchell, Esq.  
Matthew L. Hinker, Esq.

(b) addressed to the Payee at:

Medco Health Solutions, Inc.  
One Express Way  
Mail Route HQ2E03  
St. Louis, MO 63121  
Attn: Rodney V. Fahs, Assistant General Counsel

Each such notice, consent, waiver or other communication shall for all purposes hereunder be treated as effective or as having been given (a) when delivered, if delivered by hand or by messenger (or overnight courier), (b) 24 hours after confirmed receipt if sent by facsimile or other electronic image scan transmission or (c) at the earlier of its receipt or on the second business day after mailing, if mailed, as aforesaid.

**IN WITNESS WHEREOF**, this Promissory Note has been executed and delivered by the undersigned on the date first written above.

BORROWER:

ATLS Creditors' Liquidating Trust

BY: \_\_\_\_\_  
Robert S. Rosenfeld, solely in his  
capacity as Liquidating Trustee

PAYEE:

Medco Health Solutions, Inc.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_