

**Personal and Confidential**

**February 21, 2012**

Tore Nelson  
Chief Executive Officer  
Church Street Health Management, LLC  
618 Church Street, Suite 520  
Nashville, TN 37219

Dear Mr. Nelson:

This letter agreement (the “*Agreement*”) confirms the terms and conditions under which Church Street Health Management, LLC (the “*Company*”) shall engage Morgan Joseph TriArtisan LLC (“*Morgan Joseph*”) effective as of the date above (the “*Effective Date*”), to act as its exclusive investment banker with respect to the matters described below, including with respect to any potential Transaction (as defined below). For purposes hereof, the term “*Company*” shall include its parent holding company and its direct and indirect subsidiaries, and any entity that may be formed by the foregoing to consummate a Transaction.

1. Description of Services

As part of this engagement, Morgan Joseph will, if appropriate and requested, perform the following investment banking services:

A. Financial Advisory Services.

- i. assist and advise the Company with the analysis of the Company’s business, business plan and strategic and financial position; and
- ii. assist with the formulation, evaluation and implementation of various options for a Transaction relating to the Company, its assets or businesses.

B. Sale Advisory Services. If the Company pursues one or more Sale Transactions (as defined below), Morgan Joseph will:

- i. assist in preparing an offering memorandum (with any amendments and supplements thereto, the “*Sale Memorandum*”) for distribution and presentation to prospective purchasers;
- ii. assist in soliciting interest among prospective purchasers;

- iii. assist in evaluating proposals received from prospective purchasers;
- iv. advise the Company as to the structure of a Sale Transaction, including the valuation of any non-cash consideration;
- v. assist in negotiating the financial terms and structure of a Sale Transaction;
- vi. if requested, provide testimony in the Bankruptcy Court (as defined below) with respect to a Sale Transaction if the Company is or becomes a debtor under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"); and
- vii. assist in consummating a Sale Transaction.

Under this Agreement, a "**Sale Transaction**" means the following (whether in a single or a series of transactions) with respect to the Company (or any of its constituent parts as described above): a sale (including by lease, license, joint venture, exchange or any other disposition) of all or substantially all of the assets (tangible or intangible) of the Company or any other form of transaction which results in the effective disposition of all or any significant part of the Company (excluding the sale or dispositions of centers and/or related assets and management services agreements that have been closed or in the process of being closed, sold or terminated as of the date hereof).

For the purposes hereof, the term "**Transaction**" shall mean a Sale Transaction.

The Company agrees that neither it, its management, controlling equity holders or affiliates will initiate any discussions with a potential purchaser or its representatives regarding a Transaction during the term of this Agreement (other than with the Stalking Horse Bidder, as defined below, and its representatives and affiliates), except through Morgan Joseph. The Company also agrees to promptly inform Morgan Joseph of any inquiry from a potential purchaser or representative thereof it receives or becomes aware of regarding a Transaction.

During Morgan Joseph's engagement, the Company agrees to furnish Morgan Joseph with all information which Morgan Joseph reasonably deems appropriate and will provide Morgan Joseph with access to the Company's officers, directors, employees, accountants, counsel and other representatives (collectively, the "**Company Representatives**") who the Company will authorize and request to cooperate fully. Morgan Joseph may rely upon such information supplied by the Company and the Company Representatives without assuming any responsibility for independent investigation or verification thereof. The Company represents and warrants that any financial projections provided to Morgan Joseph in connection with this engagement have been, or will be, prepared reflecting the Company's best currently available estimates of the future financial results and condition of the Company. During this

engagement, the Company will, in writing, promptly notify Morgan Joseph of any material inaccuracy or misstatement in, or material omission from, any information previously delivered to Morgan Joseph or any interested party in connection herewith.

The Company will be solely responsible for the contents of the Sale Memorandum and all other written or oral communications provided by or on behalf of the Company to any purchasers. The Company represents and warrants that the Sale Memorandum and any other communications will not contain any untrue statement of material fact or omit to state a material fact required or necessary to make the statements therein not misleading. If anything occurs (or fails to occur) as a result of which the Sale Memorandum or other materials would include any untrue statement(s) of a material fact or omit to state any material fact required or necessary to make the statement(s) therein not misleading, the Company will promptly notify Morgan Joseph and Morgan Joseph will suspend solicitations of prospective purchasers until the Company prepares a supplement or amendment correcting such statement(s) and/or omission(s).

## 2. Compensation

In consideration of Morgan Joseph's acceptance of this engagement and performance of Morgan Joseph's services hereunder, the Company agrees to pay Morgan Joseph as follows:

A. Monthly Fees. In addition to the other fees provided for herein, upon the execution of this Agreement the Company shall pay Morgan Joseph, without notice or invoice, an advance non-refundable cash fee of \$75,000 (the "**Initial Monthly Fee**"), and on every monthly anniversary of the Effective Date during the term of this Agreement until the consummation of a Sale Transaction or earlier termination of this Agreement, the Company shall pay Morgan Joseph, without notice or invoice, an advance non-refundable cash fee of \$75,000 per month, provided, however, that after Morgan Joseph has actually received the Initial Monthly Fee and two Monthly Fees of \$75,000 each, each Monthly Fee thereafter shall be \$50,000 (the Initial Monthly Fee and each other monthly fee described in this sentence shall be a "**Monthly Fee**" and collectively, they are the "**Monthly Fees**"). The Company shall pay Morgan Joseph a minimum of the Initial Monthly Fee and the next two (2) Monthly Fees, a total of \$225,000, regardless of if and when the Company elects to terminate this Agreement pursuant to terms of paragraph 3 below. Each Monthly Fee shall be earned upon Morgan Joseph's receipt thereof.

B. Transaction Fee(s). In addition to the other fees provided for herein, the Company shall pay Morgan Joseph the following transaction fee(s) (the "**Transaction Fee(s)**"):

i. Sale Transaction Fee. On the closing of a Sale Transaction, Morgan Joseph shall earn and the Company shall immediately pay

to Morgan Joseph in cash or directly from the proceeds thereof a Sale Transaction Fee (“***Sale Transaction Fee***”) equal to (x) \$275,000 plus (y) in the event the Company consummates a Sale Transaction with a party other than the purchaser or affiliate thereof with respect to which a sale motion (“***Sale Motion***”) is filed in the Company’s Chapter 11 case pursuant to Section 363 of the Bankruptcy Code (the “***Stalking Horse Bidder***”), five percent (5.0%) of the amount by which the Aggregate Gross Consideration (as defined below) of such Sale Transaction exceeds the Aggregate Gross Consideration under the proposed purchase agreement that is the subject of such Sale Motion. All Monthly Fees due to Morgan Joseph which are actually paid to Morgan Joseph prior to the consummation of a Sale Transaction shall be credited 100% against the Sale Transaction Fee, provided, however, that in no event shall such crediting result in the Sale Transaction Fee being less than \$0.

For purposes of this Agreement, the term “***Aggregate Gross Consideration***” means the total fair market value (at the time of closing) of all consideration including, without duplication, cash, notes, securities and property, payments made in installments, amounts payable under above-market consulting agreements, above-market employment contracts, non-compete agreements or similar arrangements and Contingent Payments (as defined below) payable or to be distributed, directly or indirectly, to the Company or the Company’s creditors or equity holders, plus any Indebtedness assumed by the purchaser or relieved or dealt with in connection with a Sale Transaction. If any portion of the Aggregate Gross Consideration is payable in the form of securities, the value of such securities, for purposes of calculating the Sale Transaction Fee, will be the average closing price for such securities for the five trading days prior to the closing of the Sale Transaction. In the case of securities that do not have an existing public market, Aggregate Gross Consideration will be determined based on the fair market value of such securities as mutually agreed upon in good faith by the Company and Morgan Joseph prior to closing. Fees on amounts paid into escrow will be payable upon the establishment of such escrow. Contingent Payments other than escrowed amounts will be calculated based on the present value of the reasonably expected maximum amount of such Contingent Payments as determined in good faith by the Company and Morgan Joseph prior to closing, utilizing a discount rate equal to the prime rate published in *The Wall Street Journal* on the last business day before the closing. If the parties cannot agree, the portion of the Sale Transaction Fee(s) attributable to such Contingent Payments shall be paid to Morgan Joseph in the same proportions and at the same times as the Contingent Payments are paid. “***Contingent Payments***” shall be defined as the fair market value of consideration received or receivable by the Company, its employees, former or current equity holders and/or other parties, in the form of deferred payments, performance-based payments, “earn-outs”, or other payments based on future performance of the Company or any other future event.

Aggregate Gross Consideration shall be calculated as if 100% of the equity interests or assets of the Company had been sold by dividing (a) the total consideration, whether in cash, securities, notes or other forms of consideration, received or receivable by the Company, its creditors or equity holders by (b) the percentage of ownership or value sold.

### 3. Term and Termination

This Agreement shall have an initial term of twelve (12) months and thereafter shall be automatically extended on a month-to-month basis unless terminated.

The Agreement may also be terminated by either party during the initial term without cause by giving 30 days' written notice to the other party; termination for cause by either party shall be effective immediately upon the provision of notice of such termination. No termination of this Agreement shall affect the Company's indemnification obligations set forth in this Agreement or the Company's obligation to pay any and all fees, expenses and other amounts due (including fees and expenses that accrued prior to but were invoiced subsequent to such termination), and all Transaction Fees payable to Morgan Joseph regardless of whether any Transaction is consummated prior to or after the effective date of termination of this Agreement, as set forth below.

If, within twelve (12) months after the termination of this Agreement, the Company consummates, or enters into a definitive written agreement to engage in a Transaction, which is subsequently consummated, then Morgan Joseph shall be entitled to receive its Transaction Fee(s) immediately upon the consummation of such Transaction as if no termination had occurred.

### 4. Expenses

In addition to the fees described above, and regardless of whether any Transaction is consummated, the Company agrees to promptly reimburse Morgan Joseph, on a monthly basis, for all reasonable out-of-pocket expenses incurred by Morgan Joseph in connection with this Agreement, including (a) travel, lodging, meals, duplicating, related out-of-pockets costs, messenger charges, and telephone charges, all of which shall be charged at cost in accordance with the then effective Morgan Joseph policy, without regard to volume-based or similar rebates or credits Morgan Joseph may receive, and (b) research costs, database and similar information charges, production costs, and other client-related services not capable or being identified with, or charged to, a particular client or engagement, based on a uniformly applied monthly assessment. Morgan Joseph shall also be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the negotiation and enforcement of this Agreement.

### 5. Bankruptcy Court Approval

If the Company is or becomes a debtor under Chapter 11 of the Bankruptcy Code, the Company shall promptly apply to the bankruptcy court having jurisdiction over its

Chapter 11 case or cases (the “*Bankruptcy Court*”) for approval of this Agreement and Morgan Joseph’s continued retention, pursuant to Sections 327 and 328(a) of the Bankruptcy Code (and not subject to any other standard of review, such as under Section 330 of the Bankruptcy Code). The Company shall supply Morgan Joseph with a draft of such application and any proposed order authorizing Morgan Joseph’s retention sufficiently in advance of the filing of such application and proposed order to enable Morgan Joseph and its counsel to review and comment thereon. Thereafter, Morgan Joseph shall have no obligation to provide any services under this Agreement unless (i) within forty-five days of the commencement of the Company’s bankruptcy case, Morgan Joseph’s retention under this Agreement is approved under Section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court and such order is no longer subject to appeal, rehearing, reconsideration or petition for certiorari, (ii) such order is reasonably acceptable to Morgan Joseph in all respects, (iii) such order is not later reversed or set aside for any reason, and (iv) Morgan Joseph obtains the benefit of any “carveouts” in respect of any post-petition financing sufficient to fund the payment of its Monthly Fees and Transaction Fees. If any of the foregoing conditions are not satisfied, Morgan Joseph may terminate this Agreement, and the Company shall reimburse Morgan Joseph for all fees and expenses reasonably incurred prior to the date of termination.

With respect to Morgan Joseph’s retention under Sections 327 and 328 of the Bankruptcy Code, the Company acknowledges and agrees that Morgan Joseph’s restructuring expertise, as well as its capital markets knowledge, financial skills and mergers and acquisitions capabilities, some or all of which may be required during Morgan Joseph’s engagement hereunder, were important factors in determining the amount of the fees set forth herein, and the ultimate benefit to the Company of Morgan Joseph’s services hereunder could not be measured merely by reference to the number of hours expended by Morgan Joseph professionals in the performance of such services (and thus that Morgan Joseph shall not be required to maintain time records). The Company also acknowledges and agrees that the fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Morgan Joseph and its professionals hereunder over the term of the engagement, and such commitment may foreclose other opportunities for Morgan Joseph. Moreover, the actual time and commitment required of Morgan Joseph and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating “peak load” issues for Morgan Joseph. In addition, given the numerous issues which Morgan Joseph may be required to address in the performance of its services hereunder, Morgan Joseph’s commitment to the variable level of time necessary to address all such issues as they arise, and the market prices for Morgan Joseph’s services for engagements of this nature, whether in-court or out-of-court, the Company agrees the fee arrangements hereunder (including the Monthly Fee and the Transaction Fees) are reasonable, both generally speaking and under the standards set forth in 11 U.S.C. § 328(a).

The Company also agrees to assist Morgan Joseph in the preparation of any interim and final fee applications, and to support the prosecution of the same that are consistent with this Agreement.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this Agreement in order to provide the services described above to the Company. The Company acknowledges that Morgan Joseph's advice will be solely for the use and benefit of the Company, and not any of its equity holders, creditors or any other party. Neither Morgan Joseph nor any of its Representatives (as defined below) is acting as a fiduciary of the Company, the equity holders or creditors of the Company or any other persons in connection with this engagement, and expressly disclaims such duty under this Agreement. Morgan Joseph will not provide any management services to the Company, and neither Morgan Joseph nor any of its personnel or subcontractors is to be considered an employee of the Company. The personnel and subcontractors of Morgan Joseph are not entitled to any of the benefits the Company provides for the Company's employees.

Morgan Joseph makes no representation or guarantee that an appropriate Transaction can be formulated, that any Transaction is the best course of action for the Company, or that the execution of any proposed Transaction will be approved by the Company's Board of Directors (including any special committee thereof), the Company's equity holders or other constituents, or any applicable court. The Company acknowledges that Morgan Joseph's services will be made on a reasonable best efforts basis. Further, Morgan Joseph assumes no responsibility for the selection and approval of any strategic alternative presented to the Company or its Board of Directors (including any special committee thereof), which determination shall rest with the Company and the Board.

The Company agrees it will be solely responsible for ensuring that any Transaction complies with applicable law. The Company understands Morgan Joseph is not undertaking to provide any legal, regulatory, accounting, insurance, tax or similar professional advice.

The Company understands and acknowledges that Morgan Joseph and its affiliates (collectively, the "***Morgan Joseph Group***"), engage in providing investment banking, securities trading, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of institutions and individuals. The Morgan Joseph Group may in the past have had, and may currently or in the future have, financial advisory or other investment banking relationships with parties involved in the matters contemplated by this Agreement, including parties that may have interests with respect to the Company, a Transaction or other parties involved in a Transaction, from which conflicting interests or duties may arise. As such, the Morgan Joseph Group in the course of such other activities and relationships may acquire information about the Company, a Transaction or such other parties, or that otherwise may be of interest to the Company. Nevertheless, the Company acknowledges that the Morgan Joseph Group

shall have no obligation to and may not be contractually permitted to disclose such information or the fact that the Morgan Joseph Group is in possession of such information to the Company or to use such information on the Company's behalf.

7. Other Services

If Morgan Joseph is requested by the Company to perform any financial advisory or investment banking services outside the scope of this Agreement, such as a fairness opinion or valuation of any particular assets, the fees for such services shall be mutually agreed upon by Morgan Joseph and the Company in writing, and shall be in addition to the fees and expenses described above. In addition, if Morgan Joseph is requested to assist the Company in (or respond to) any litigation matters (other than testimony in the Bankruptcy Court as contemplated herein), the Company shall pay Morgan Joseph's then-current hourly rates for rendering such services, including time for meetings, conferences, preparation and travel, and all related reasonable out-of-pocket costs and expenses, including the reasonable legal fees and expenses of Morgan Joseph's legal counsel in connection therewith.

8. No Third Party Beneficiary

The Company acknowledges that all advice (written or oral) given by Morgan Joseph to the Company in connection with this engagement is intended solely for the benefit and use of the Company in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose without Morgan Joseph's prior approval (which shall not be unreasonably withheld), except as required by law. Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the Indemnified Persons (as defined in Schedule A) and their respective successors, heirs and permitted assigns, any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Morgan Joseph hereunder.

9. Confidentiality

During the term of the Agreement, Morgan Joseph will keep confidential any confidential information about the Company made available to Morgan Joseph by the Company and will not use such confidential information other than in connection with this engagement or related engagements with Company. Confidential information shall not include: (i) information already available to or in possession of Morgan Joseph prior to the date of its disclosure to Morgan Joseph by the Company or its representatives; (ii) any information that is or becomes generally available to the public without breach of this Agreement; or (iii) any information which becomes available to Morgan Joseph on a non-confidential basis from a third party who is not known by Morgan Joseph to be bound by a confidentiality obligation to the Company. Morgan Joseph may disclose any confidential information: (a) to Morgan Joseph's current and future equity holders,

affiliates, directors, officers, partners, managers, employees, agents, advisors and their respective representatives and controlling persons (collectively, the “**Representatives**”) in connection with this engagement who shall be informed of the confidential natures of the information; (b) to any person with the consent of the Company; (c) if Morgan Joseph is required to disclose such information pursuant to law, judicial or administrative process or regulatory demand or request of any body having jurisdiction over Morgan Joseph; or (d) if such disclosure is deemed necessary by Morgan Joseph in litigation or in any other proceeding in which it or any of its Representatives is, or is threatened to be made, a party. In addition, during and after the term of this Agreement, the Company shall not disclose to any third party any advice, whether written or oral, provided by Morgan Joseph, absent Morgan Joseph’s prior written consent. This paragraph supersedes any prior agreement between the Company and Morgan Joseph respecting confidentiality.

10. Indemnification

The Company agrees to be bound by Schedule A attached hereto, which is incorporated herein and made a part hereof. Termination of this engagement shall not affect Schedule A, which shall remain in full force and effect. In addition, the Company will use commercially reasonable efforts to ensure that, to the fullest extent permitted by law, any confirmed Plan contains typical and customary releases (both from the Company and from applicable third parties) and exculpation provisions releasing, waiving, and forever discharging Morgan Joseph and its Representatives from any losses, claims, damages, liabilities or expenses (or actions or proceedings, including those brought by security holders, creditors, or others) relating in any way to or arising in any way from the Agreement or Morgan Joseph’s services under the Agreement.

11. Miscellaneous

This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes any prior communications, understandings and agreements between the parties relating to the subject matter hereof. This Agreement shall be binding on the parties hereto and their respective successors, heirs, and permitted assigns.

This Agreement may not be assigned nor may the obligations of a party hereunder be delegated without the prior written consent of the other party hereto, provided that Morgan Joseph may utilize one or more affiliates in performing services hereunder; if so, then references to Morgan Joseph herein shall include references to such affiliates, but in no instance shall any additional fee be charged to the Company for the use of such affiliates without the prior, written consent of the Company.

No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

Prior to the closing of any Transaction that does not explicitly or by operation of law provide for the assumption of the obligations of the Company herein, the Company will

notify Morgan Joseph in writing of its arrangements for the Company's obligations herein to be assumed by another creditworthy party (for instance through insurance, surety bonds, or the creation of an escrow) upon terms and conditions reasonably satisfactory to the Company and Morgan Joseph.

This Agreement, and any claim relating in any way to or arising in any way from the Agreement or Morgan Joseph's services under the Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws that would defer to the laws of another jurisdiction. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Bankruptcy Court (provided that if such Bankruptcy Court declines jurisdiction, then the parties shall submit to the exclusive jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York, and if such courts decline jurisdiction, to any other applicable court) for any legal action or proceeding arising out of this Agreement, and agree to bring (to the extent permitted by law) any such action or proceeding in such courts. Each of the parties hereby irrevocably consents to service of process in any such action or proceeding by certified or registered mail, or by any nationally recognized express mail service, at the address for such party set forth above. THE PARTIES HEREBY AGREE FOR THEMSELVES AND, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF THEIR RESPECTIVE CREDITORS AND EQUITY HOLDERS, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, PROCEEDING OR OTHER ACTION RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE AGREEMENT OR MORGAN JOSEPH'S SERVICES UNDER THE AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE).

The USA PATRIOT Act, which imposes certain anti-money laundering requirements on brokerage firms and financial institutions, requires you to provide Morgan Joseph with your tax identification number and may also require you to provide Morgan Joseph with certain other identification documents or other information in order for Morgan Joseph to be permitted to effect transactions for you. In addition, Morgan Joseph may also be required to make certain inquiries of other organizations for information about you in order to fulfill any responsibilities under Federal regulations.

The Company acknowledges that Morgan Joseph may, at its option and expense, place announcements and advertisements or otherwise publicize its services to the Company hereunder (which may include the reproduction of the Company's corporate logo).

The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof.

The Company has the requisite power and authority to enter into and perform under this Agreement. This Agreement has been duly and validly authorized by all necessary action

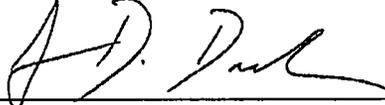
on the part of the Company, has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company (including its controlled affiliates and direct and indirect subsidiaries), fully enforceable by its terms. If the Company comprises of more than one entity, the obligations of the Company hereunder are joint and several, and any consent, direction, approval, demand, notice or the like given to any one of such entities shall be deemed given to all of them, and as such, shall be binding on the entirety of the Company. This Agreement has been reviewed by the signatories hereto and their counsel. There shall be no construction of any provision against Morgan Joseph because this Agreement was drafted by Morgan Joseph, and the parties waive any statute or rule of law to such effect.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Such counterparts may be delivered by one party to the other by facsimile or other electronic transmission, and such counterparts shall be valid for all purposes.

Morgan Joseph is delighted to accept this engagement and looks forward to working with you. If the foregoing is acceptable to you, kindly sign below and return an executed copy of this Agreement to Morgan Joseph.

Very truly yours,

MORGAN JOSEPH TRIARTISAN LLC

By: \_\_\_\_\_

Name: James D. Decker  
Title: Managing Director

Accepted and agreed to as of the date first written above:

CHURCH STREET HEALTH MANAGEMENT, LLC

By: \_\_\_\_\_

Name:  
Title:

on the part of the Company, has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company (including its controlled affiliates and direct and indirect subsidiaries), fully enforceable by its terms. If the Company comprises of more than one entity, the obligations of the Company hereunder are joint and several, and any consent, direction, approval, demand, notice or the like given to any one of such entities shall be deemed given to all of them, and as such, shall be binding on the entirety of the Company. This Agreement has been reviewed by the signatories hereto and their counsel. There shall be no construction of any provision against Morgan Joseph because this Agreement was drafted by Morgan Joseph, and the parties waive any statute or rule of law to such effect.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Such counterparts may be delivered by one party to the other by facsimile or other electronic transmission, and such counterparts shall be valid for all purposes.

Morgan Joseph is delighted to accept this engagement and looks forward to working with you. If the foregoing is acceptable to you, kindly sign below and return an executed copy of this Agreement to Morgan Joseph.

Very truly yours,

MORGAN JOSEPH TRIARTISAN LLC

By: \_\_\_\_\_

Name: James D. Decker  
Title: Managing Director

Accepted and agreed to as of the date first written above:

CHURCH STREET HEALTH MANAGEMENT, LLC

By: Tore Nelson

Name: TORE NELSON

Title: CEO

## Schedule A

This Schedule A is incorporated by reference into Morgan Joseph TriArtisan LLC's letter agreement dated February 21, 2012 (the "**Agreement**") with Church Street Health Management, LLC (as defined in the Agreement, the "**Company**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Company agrees to indemnify and hold harmless Morgan Joseph and its Representatives (with Morgan Joseph, the "**Indemnified Persons**") from and against all losses, claims, damages, liabilities or expenses (or actions or proceedings, including those brought by security holders, creditors, or others), joint and several, relating in any way to or arising in any way from the Agreement or Morgan Joseph's services under the Agreement (collectively, a "**Claim**" and/or "**Loss**"). The Company will reimburse all Indemnified Persons promptly for all expenses (including counsel's reasonable fees and expenses) as they are incurred in connection with the investigation of, preparation for, defense of, settlement or compromise of or response to any pending or threatened Claim or Loss, or any such action or proceeding arising therefrom. The Company shall so indemnify and hold harmless all Indemnified Persons whether or not such Indemnified Person is a formal party to any such action or other proceeding (a "**Proceeding**"), including any Proceeding in which any Indemnified Person is subject to a subpoena or other legal process requiring the response of any Indemnified Person, and whether or not such Proceeding is initiated by or brought on the Company's behalf.

An Indemnified Person is not entitled to the foregoing indemnification if such Claim or Loss is finally judicially determined to have resulted primarily from such Indemnified Person's gross negligence or willful misconduct. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or any person asserting claims on the Company's behalf or in the Company's right, except to the extent that such Claim or Loss is finally judicially determined to have resulted primarily from such Indemnified Person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, shall the Indemnified Person be liable for any consequential, indirect, incidental or special damages of any nature.

If the indemnity rights referred to above are, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, the Company agrees to contribute to amounts paid or payable by an Indemnified Person in respect of such Indemnified Person's Claims or Losses so that each Indemnified Person ultimately bears only a portion of such Claims or Losses as is appropriate (i) to reflect the relative benefits received (or anticipated to be received) by each such Indemnified Person, respectively, on the one hand, and the Company (and the Company's creditors or equity holders) on the other hand, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of each such Indemnified Person, respectively, and the Company, as well as any other relevant equitable considerations.

The Company will not, without Morgan Joseph's prior written consent (not to be unreasonably withheld, delayed or conditioned), enter into any settlement or compromise of, or consent to any judgment in, a Proceeding in which Morgan Joseph or any other Indemnified Person is or is reasonably likely to be a party (including as a witness in such Proceeding, except for Bankruptcy Court testimony in connection with the services to be provided hereunder), unless such settlement, compromise or judgment (i) includes an explicit and unconditional release from the party bringing such Proceeding of all Indemnified Persons from all liability arising therefrom and any requirement to respond to any subpoena or other legal process, (ii) the amount involved in any such settlement, compromise or consent is paid in full directly by the Company or on behalf of the Company and (iii) such compromise settlement or consent does not (x) acknowledge any liability of or wrongdoing by an Indemnified Person, (y) adversely affect the business of an Indemnified Person or (z) limit the future conduct of an Indemnified Person whether by injunction, consent decree or otherwise.

Promptly after an Indemnified Person's receipt of notice of the commencement of any Proceeding, an Indemnified Person shall notify the Company in writing of the commencement thereof, but a failure to notify the Company will not relieve the Company from any liability which the Company may have to such Indemnified Person, except to the extent the Company suffers actual prejudice as a result of such failure, and will not relieve the Company from the Company's obligation to provide reimbursement of expenses (including counsel's reasonable fees and expenses). The Company further agrees the Indemnified Persons are entitled to retain separate counsel of their choice in connection with any of the matters in respect of which indemnification, reimbursement or contribution may be sought under this Agreement, and the reasonable fees and expenses of such counsel shall be included in the indemnification hereunder.

The Company will pay to Morgan Joseph and each other Indemnified Person, in addition to the other fees and expenses payable to it, the charges as incurred and as reasonably determined by Morgan Joseph for any time of any Representatives of Morgan Joseph devoted to appearing and preparing to appear as witnesses or deponents or assisting in preparation for hearings, trials or pretrial matters in connection with such Proceeding.

The foregoing shall be in addition to any rights Morgan Joseph or any other Indemnified Person may have at common law or otherwise. The Agreement including this Schedule A shall be binding upon and inure to the benefit of Morgan Joseph's, all other Indemnified Persons', and the Company's successors, assigns, heirs, and personal representatives.

In connection with Morgan Joseph's engagement, Morgan Joseph may be requested to act for the Company in one or more additional capacities, and the terms of any such additional engagement may be embodied in one or more separate agreements. The obligations set forth in this Schedule A shall apply to each of Morgan Joseph's engagements by the Company and any modification of any of such engagements, and shall remain in full force and effect following their completion or termination.

The provisions of this Schedule A may not be modified except in a writing by Morgan Joseph and the Company and shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws that would defer to the laws of another jurisdiction. The Company hereby consents to personal jurisdiction and venue in any court in which any claim which is subject to the provisions of this Schedule A is brought against an Indemnified Person. The Company hereby irrevocably consents to service of process in any action or proceeding by any Indemnified Party by certified or registered mail, or by any nationally recognized express mail service, at the address for the Company set forth on the first page of the Agreement. EACH PARTY HEREBY AGREES FOR ITSELF AND, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS CREDITORS AND EQUITY HOLDERS, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, PROCEEDING OR OTHER ACTION RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE AGREEMENT OR MORGAN JOSEPH'S SERVICES UNDER THE AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE), INCLUDING THE PROVISIONS OF THIS SCHEDULE A AND ANY SUCH MATTER PERTAINING TO ANY INDEMNIFIED PARTY.