

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division**

IN RE: CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al. CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

**DEBTORS' APPLICATION FOR ORDER AUTHORIZING RETENTION AND
EMPLOYMENT OF SOLIC CAPITAL ADVISORS, LLC AND SOLIC CAPITAL, LLC
AS FINANCIAL ADVISOR TO THE DEBTORS**

NOW INTO COURT, through undersigned counsel, come Progressive Acute Care, LLC (“PAC”), Progressive Acute Care Avoyelles, LLC (“PAC Avoyelles”), Progressive Acute Care Oakdale, LLC (“PAC Oakdale”) and Progressive Acute Care Winn, LLC (“PAC Winn”) as debtors and debtors-in-possession (collectively, the “Debtors”) , which respectfully move this Court (the “Motion”) for entry of an Order approving SOLIC Capital Advisors, LLC (“SCA”) and its affiliate, SOLIC Capital, LLC (“SC”, and together with SCA, “SOLIC”) as its financial advisors pursuant to Sections 327(a) and 328(a) of title 11 of the United States Code (“Bankruptcy Code”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”). In support of this Application, the Debtors respectfully state as follows:

Jurisdiction

1.

This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 157(b). Venue is properly before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2.

On May 31, 2016 (“Petition Date”), the Debtors each filed for relief under chapter 11 of title 11 of the Bankruptcy Code. Since that time the Debtors have continued to operate their businesses as debtors-in-possession pursuant to §§1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Bankruptcy Cases.

3.

The Debtors own and operate three (3) community-based hospitals (“Hospitals”), which provide inpatient, outpatient and emergency care, primarily for residents of the immediate regions of the Hospitals. The Hospitals are located in Marksville (PAC Avoyelles), Oakdale (PAC Oakdale) and Winnfield (PAC Winn).

Relief Requested

4.

Pursuant to §327(a) and §328(a) of the Bankruptcy Code, Rules 2014(a) and 2016(b) of the Bankruptcy Rules, the Debtors seek an order from this Court authorizing it to retain and employ SOLIC *nunc pro tunc* to the Petition Date to: (i) provide supplemental support services to the Debtors, and (ii) act as financial advisors for the Debtors in connection with the sale of the Hospitals. In making this application (“Application”), the Debtors rely upon, and incorporates by reference, the Declaration of Neil F. Luria (“Luria Declaration”), a copy of which is annexed hereto as **Exhibit “A”**.

Basis for Relief

5.

Section 327(a) of the Bankruptcy Code authorizes a debtor-in-possession to employ one or more professionals to represent the Debtors on specified special matters so long as those professionals do not hold or represent an interest adverse to the estate with respect to the matters on which they are to be retained. See 11 U.S.C. §§ 327(A), 1106 and 1107, and Section 328(a) of the Bankruptcy Code provides for such employment to be on any reasonable terms and conditions of employment. Upon approval of this Application, SOLIC will serve as financial advisors to the Debtors in connection with the Hospital's ongoing restructuring efforts and efforts to sell the Hospitals. A full description of the services to be provided by SOLIC is included in the amended and restated engagement letter between the Debtors and SOLIC, a copy of which is attached hereto as Exhibit "B" (the "Engagement Letter").

6.

The Debtors submit that SOLIC is well qualified and uniquely able to provide the specialized services and advice sought by the Debtors on a going-forward basis, and SOLIC's retention is in the best interest of the Debtors and the estate. SOLIC is a leading middle-market investment bank and financial advisory firm specializing in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. SOLIC's professionals have represented various stakeholders in a number of distressed healthcare situations over the last 15 years, including unsecured creditors, senior lenders, equity holders and debtors in bankruptcy court and in out-of-court matters. As an example, SOLIC has represented LifeCare of St. Johns, Inc., a large-scale continuing care retirement community in Florida, through a confirmed chapter 11 plan in *In re*

LifeCare of St. Johns, Inc., Case No. 3:13-bk-4158-JAF. Furthermore, SOLIC's engagement professionals in these Bankruptcy Cases have been involved in other hospital bankruptcies including: (i) *In re Sumner Health Systems, Inc., et al*, Case No. 3:10-bk-04766, involving a large regional health system in Gallatin, TN, (ii) *In re Quincy Medical Center, Inc.*, Case No. 11-16394-MSH, involving a regional hospital in Quincy, MA, (iii) *In re Beth Israel Hospital Association of Passaic d/b/a PBI Regional Medical Center*, Case NO. 06-16186 (NWL), involving a regional medical center in Passaic, NJ, and (iv) *In re University General Health System, Inc.*, Case No. 15-31086, involving a surgical hospital in Houston TX. In addition, SOLIC professionals have been involved over the last 15+ years in numerous bankruptcies on behalf of debtors and creditors involving physician practice management companies and ancillary service providers.

SOLIC has been working with the Debtors since April 2015 when SOLIC was retained by PAC to assist in the potential sale of the Hospitals along with Dauterive Hospital. SOLIC was able to identify, negotiate and execute the sale of Dauterive Hospital to New Iberia Hospital in January 2016. Furthermore, SOLIC has since December 2015 assisted PAC with respect to: (i) wind-down of Dauterive Hospital, (ii) development of cash forecasts, (iii) negotiations with its senior secured lenders, and (iv) various other restructuring related matters. SOLIC's professionals are knowledgeable with the Debtors' business operations, capital structure, and market and continue to assist the Debtors in maximizing value for the Debtors' stakeholders. SOLIC professionals are currently in active dialogue with various parties which have indicated an interest in purchasing the Hospitals.

Services to be Provided

7.

The Debtors seek to retain and employ SOLIC as its financial advisors in this chapter 11 case subject to the oversight and orders of this Court. Pursuant to the Engagement Letter, the professional services that SOLIC has provided prepetition and is expected to provide going forward include, without limitation:

a. Transaction Support Services – as described in the Engagement Letter, SOLIC will provide certain transaction support services (the “Transaction Support Services”) relating to the identification and solicitation of potential purchasers for the Hospitals, assistance in selecting, structuring and negotiating a viable Transaction (as defined in the Engagement Letter), and assistance in collaboration with the Debtors’ legal counsel, in closing a Transaction. The Transaction Support Services include:

- (i) Assisting the Company in identifying potential acquirers for the Hospitals;
- (ii) Preparation and updating of a descriptive information memorandum describing the Hospitals;
- (iii) Facilitation of due diligence with parties interested in acquiring the Hospitals, including assistance with respect to management’s responses to information requests and management of an electronic data-room;
- (iv) Assisting the Company in selecting potential parties with whom to continue negotiations and development of related negotiation strategies;
- (v) Assistance in negotiating terms for a Transaction with potentially interested parties and review of definitive documentation and supporting schedules related to a Transaction;
- (vi) Assistance in coordinating regular meetings with the Company’s Board of Directors or committees thereof to evaluate proposals and the status of negotiations;
- (vii) Assistance in coordination of communication strategies related to a Transaction with the Hospitals constituents (i.e., creditors, medical staff, employees, etc.); and

- (viii) Assistance, in collaboration with the Company's legal counsel, in closing a Transaction including developing closing schedule and monitoring closing deliverables and deadlines.

b. Restructuring Services – as described in the Engagement Letter, SOLIC will provide certain additional services necessary to facilitate a Transaction and to assist the company its restructuring efforts (the “Restructuring Services”) including the following:

- (i) Development of financial forecasts or financial models to reflect pro forma financial impact of any purchaser synergies, cost saving initiatives, reimbursement changes, or other financial changes that may result from a Transaction;
- (ii) Preparation of any detailed due diligence analysis (e.g. Supply Chain review, Black Box Analysis, etc.) that may be requested by Company - in negotiating a Transaction;
- (iii) Assistance in the preparation of any additional analysis and supportive documentation required to appropriately respond to any regulatory related inquiry or submission requirements including any anti-trust related concerns;
- (iv) Assistance with respect to liquidity management;
- (v) Assistance in the preparation of financial analyses, including a rolling 13-week cash flow and cash collateral/DIP budgets;
- (vi) Assistance in preparation of bankruptcy related schedules, monthly operating reports and other similar reports as may be necessary in conjunction with the chapter 11 case;
- (vii) Communication and/or negotiation with outside constituents, including creditors, investors and their advisors; and
- (viii)** Such other matters as may be requested consistent with SOLIC's expertise and as may be mutually agreed upon by the parties.

8.

The Debtors require the skills of knowledgeable and experienced financial advisors in connection with the marketing and sale of the Hospitals and to assist with negotiations with key stakeholders and development of financial analyses, among other things. The Debtors also require the financial support services necessary to assist it in the undertaking of the marketing and sale of the Hospitals. SOLIC has indicated its willingness to render the necessary professional services to the Debtors in such matters.

Disinterestedness

9.

There is no outstanding balance owed to SOLIC for pre-petition services. SOLIC has a retainer of \$75,174.50 for services rendered after the Petition Date and understands it must apply to the Court for payment prior to the disbursement of any funds it holds on retainer. Since April 2015, SOLIC has received \$766,340.50 in exchange for its services to the Debtors (exclusive of the retainer).

10.

SOLIC is not precluded from employment under Section 327(a) as it neither holds nor represents any adverse interest to the Debtors or their respective estates with respect to the matters upon which it will be engaged.

11.

To the best of the Debtors' knowledge, information and belief, other than as disclosed above and in connection with this Chapter 11 case, SOLIC has no connection with the Debtors, the creditors of the Debtors, or any other party-in-interest in the Debtors' bankruptcy cases, or their respective attorneys or other professionals, or any employee of the Office of the United States

Trustee. The Debtors' knowledge, information and belief regarding the matters set forth herein are based, and made in reliance upon, the Luria Declaration.

Terms of Employment

12.

SOLIC has agreed to provide services to the Debtors in connection with these chapter 11 cases and to render legal services to the Debtors as set forth above. The terms and scope of SOLIC's proposed representation are set forth in the Engagement Letter attached hereto as **Exhibit "B"**.

13.

It is the policy of SOLIC to charge its clients in all areas of service for all other actual and reasonable out-of-pocket expenses incurred in connection with the client's account. The expenses charged to clients include, among other things, printing, duplication costs, database charges, courier charges, overnight charges, travel related to the engagement and other out-of-pocket expenses incurred during its representation of the Debtors. SOLIC will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to other clients of SOLIC. SOLIC believes that it is equitable to charge these expenses to the client while incurring such expenses.

14.

Subject to the Court's approval, and in accordance with section 328(a) of the Bankruptcy Code, SOLIC intends to be compensated on a success fee basis ("Success Fee") for the Transaction Support Services. As set forth in Exhibit "B", the Success Fee shall be in an amount equal to \$50,000 plus 2% of the Enterprise Value (as that term is defined in Exhibit "B"). The Debtors and SOLIC established the Success Fee for the Transaction Support Services with the express

understanding that hours worked, results achieved and ultimate benefit of work performed to the Debtors may be variable and have taken this into account in developing the Success Fee. Given the nature of the Transaction Support Services, and the arrangements made to compensate SOLIC as set forth in the Engagement Letter for such services, the Debtors request that the Success Fee be approved under Section 328(a) of the Bankruptcy Code, such that compensation different from the terms and conditions for the Success Fee may be allowed if Success Fee proves to have been improvident in light of developments not capable of being anticipated at the time the arrangements were made.

15.

In connection with the Restructuring Services to be performed on behalf of the Debtors, SOLIC intends to seek compensation on an hourly rate basis as follows:

Senior Managing Directors/Senior Advisors	\$750-895/hour
Managing Directors	\$695-825/hour
Directors	\$550-695/hour
Vice Presidents	\$450-550/hour
Senior Associates	\$350-450/hour
Consultants/Associates	\$245-365/hour
Paraprofessionals	\$95-125/hour

In addition to the hourly rate, SOLIC shall (a) seek reimbursement of actual and necessary out of pocket expenses, and (b) apply to the Court for payment of compensation and reimbursement of expenses. With respect to the Restructuring Services, SOLIC will maintain and submit with its fee applications detailed time entries for services rendered as well as a categorized summary of all disbursements and expenses for which SOLIC is seeking reimbursement.

16.

For the reasons set forth above, the Debtors believe that SOLIC is well qualified to serve as investment broker and financial advisors to the Debtors and that the retention of SOLIC is in the best interest of their respective estates.

17.

SOLIC will comply with all of the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders of this Court with respect to fee and expense reimbursement applications of professionals employed by a bankruptcy estate.

18.

It is necessary to employ SOLIC, immediately, and without the 21-day delay mandated by Bankruptcy Rule 6003, as the Debtors will suffer immediate and irreparable harm if SOLIC is not authorized to continue its ongoing financial advisement and Transaction Support Services related to the potential sale of the Hospitals. . Prior to the Petition Date, SOLIC, on behalf of the Debtors, was engaged in discussions with multiple potential purchasers of the Hospitals; and, its continued and immediate assistance with this process is critical to the Debtors' successful reorganization.

Notice

19.

Notice of this Motion has been given to (i) the Debtor; (ii) all parties who request notices pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure; (iii) the Office of the U.S. Trustee; (iv) Business First Bank; and, (v) the twenty largest unsecured creditors. In light of the nature of the relief requested, the Debtor submits that no further notice is required.

No Prior Request

20.

No prior request for the relief sought in this Application has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that this Court approve the retention and employment of SOLIC in this chapter 11 case *nunc pro tunc* to the Petition Date, to represent the Debtor with respect to the matters specifically set forth herein; and, for such other and further relief as may be just and equitable.

Respectfully Submitted:

By: /s/ Barbara B. Parsons
William E. Steffes, #12426
Barbara B. Parsons, #28714
Noel Steffes Melancon, #30072
STEFFES, VINGIELLO, MCKENZIE, LLC
13702 Coursey Boulevard Building 3
Baton Rouge, LA 70817
Telephone: (225) 751-1751
Facsimile: (225) 751-1998
Email: bparsons@steffeslaw.com

Proposed Counsel for the Debtors

EXHIBIT "A"

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al.

CHAPTER 11

DEBTOR

Jointly Administered

DECLARATION OF NEIL F. LURIA

Pursuant to section 329(a) of Title 11 of the United States Code as amended by the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the "Bankruptcy Code") and Rules 2014 and 2016(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Neil F. Luria hereby states as follows:

1. I submit this Declaration in support of the above-referenced *Debtors' Application for Order Authorizing Retention and Employment of SOLIC Capital Advisors, LLC and SOLIC Capital, LLC as Financial Advisor to the Debtors* (the "Application"). I am a Senior Managing Director of SOLIC Capital Advisors, LLC, and SOLIC Capital, LLC (collectively "SOLIC"). SOLIC maintains its principal office at 1603 Orrington Avenue, Suite 1600, Evanston, Illinois, 60201.

2. The Debtors propose to retain SOLIC to provide professional services set forth in the Application.

3. To the best of my knowledge based on the information provided by the Debtors to SOLIC, and except as expressly set forth herein, neither I nor any member, or employee of SOLIC, nor the company itself, in so far as I have been able to ascertain, has any disqualifying connection with the Debtors, their creditors, or any other party-in-interest in the Debtors' bankruptcy cases,

or their respective attorneys or other professionals, or any employee of the Office of the United States Trustee, with respect to the matters in which they are to be employed.

4. In accordance with Bankruptcy Code Section 327(a), neither I, nor any member or employee of SOLIC, nor the company itself, represents, will represent, holds or will hold any interest adverse to the Debtors or their Estates with respect to the matters upon which SOLIC is proposed to be engaged. Notwithstanding the foregoing, it should be noted that (a) SOLIC may serve as professional person in other matters, wholly unrelated to the Debtors or their cases, in which attorneys, accountants and other professional persons retained by the Debtors, creditors or other parties in interest have also been engaged, (b) certain creditors of the Debtors may also have been creditors of other companies represented by SOLIC in matters wholly unrelated to the Debtors or this case, and (c) SOLIC professionals have previously served as a financial advisor to entities wholly unrelated to the Debtors in which directors, officers and equity holders of the Debtors have been involved as directors, officers or equity holders.

5. The Debtors have agreed to compensate and reimburse SOLIC for fees and direct expenses incurred as set forth in the Application.

6. This compensation arrangement is consistent with arrangements entered into by SOLIC for similar services provided for clients such as the Debtors for representations of the type and complexity described in the Application.

7. Subject to the Court's approval, and in accordance with section 328(a) of the Bankruptcy Code, SOLIC intends to be compensated on a success fee basis ("Success Fee") for the Transaction Support Services. As set forth in Exhibit "B", the Success Fee shall be in an amount equal to \$50,000 plus 2% of the Enterprise Value (as that term is defined in Exhibit "B"). The Debtors and SOLIC established the Success Fee for the Transaction Support Services with the

express understanding that hours worked, results achieved and ultimate benefit of work performed to the Debtors may be variable and have taken this into account in developing the Success Fee. Given the nature of the Transaction Support Services, and the arrangements made to compensate SOLIC as set forth in the Engagement Letter for such services, SOLIC and the Debtors request that the Success Fee be approved under Section 328(a) of the Bankruptcy Code, such that compensation different from the terms and conditions for the Success Fee may be allowed if Success Fee proves to have been improvident in light of developments not capable of being anticipated at the time the arrangements were made.

8. In connection with the Restructuring Services (each as defined in the Engagement Letter) to be performed on behalf of the Debtors, SOLIC intends to seek compensation on an hourly rate basis as follows:

Senior Managing Directors/Senior Advisors	\$750-895/hour
Managing Directors	\$695-825/hour
Directors	\$550-695/hour
Vice Presidents	\$450-550/hour
Senior Associates	\$350-450/hour
Consultants/Associates	\$245-365/hour
Paraprofessionals	\$95-125/hour

In addition to the hourly rate, SOLIC shall (a) seek reimbursement of actual and necessary out of pocket expenses, and (b) apply to the Court for payment of compensation and reimbursement of expenses. SOLIC will maintain and submit with its fee applications detailed time entries for the Restructuring Services rendered as well as a categorized summary of all disbursements and expenses for which SOLIC is seeking reimbursement.

9. There is no outstanding balance owed to SOLIC for pre-petition services rendered to the Debtors. SOLIC received a retainer from PAC in the amount of \$75,174.50 for services to be rendered post-petition and understands it may not draw on that retainer until its services have been approved by this Court.

10. SOLIC will comply with all of the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders of this Court with respect to fee and expense reimbursement applications of professionals employed by the bankruptcy estate.

11. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on May 31, 2016.

/s/ Neil F. Luria

Neil F. Luria



SOLIC Capital Advisors, LLC
1603 Orrington Avenue, Suite 1600
Evanston, Illinois 60201
847.583.1619 Phone
847.583.1426 Fax

May 30, 2016

Confidential:

Mr. Dan Rissing
Chief Executive Officer
Progressive Acute Care, LLC
2210 7th Street
Mandeville, LA 70571

Re: Engagement of SOLIC Capital Advisors, LLC ("SCA") and SOLIC Capital, LLC ("SC", and together with SCA, "SOLIC")¹

Gentlemen:

Effective April 2, 2015 (the "Original Effective Date"), Progressive Acute Care, LLC ("PAC") entered into the engagement letter (the "Original Engagement Letter") with SOLIC. On December 17, 2015, PAC entered into an Amendment to the Original Engagement Letter (the "Amendment") with SOLIC. On January 12, 2016, PAC entered into Amendment No. 2 to the Original Engagement Letter ("Amendment No. 2") with SOLIC. PAC hereby desires to amend and restate the Original Engagement Letter as amended by the Amendment and Amendment No. 2 pursuant to this agreement (this "Engagement Letter") in order to include as counterparties the following affiliates of PAC: (i) Progressive Acute Care Avoyelles LLC ("PAC Avoyelles"), (ii) Progressive Acute Care Winn LLC ("PAC Win"), (iii) and Progressive Acute Care Oakdale LLC ("PAC Oakdale", and together with PAC, PAC Avoyelles, and PAC Win, the "Company"). Pursuant to this Engagement Letter, SOLIC will be engaged by the Company in connection with its ongoing restructuring initiatives, including its pursuit of sale alternatives including a potential sale of the Company or any or all of its four wholly-owned hospitals (each a "Hospital" and collectively the "Hospitals") whether through merger, sale of stock, asset sale, recapitalization, or other transfer of economic control (a "Transaction"). For further clarification, the Hospitals include Avoyelles Hospital in Marksville, LA, Dauterive Hospital in New Iberia, LA, Winn Parish Medical Center in Winnfield, LA, and Oakdale Community Hospital in Oakdale, LA. This Engagement Letter sets forth the terms and conditions of our engagement (this "Engagement") and becomes a binding exclusive agreement between SOLIC and the Company upon acceptance.

1. Scope of Services

Pursuant to this Engagement, SOLIC's role will specifically include working with the Company and the Hospitals' officers and employees to effect a Transaction and provide the following services:

¹ Securities offerings and other related services provided hereunder to be provided by SOLIC Capital, LLC, member FINRA/SIPC.

May 30, 2016

Page 2

- A. Transaction Support Services. Such services (the "Transaction Support Services") will include interfacing with PAC regarding potential strategic alternatives, developing and driving a competitive process for a Transaction, and assisting in the negotiation of a Transaction. Such Transaction Support Services will include:
- (i) Assisting the Company in identifying potential acquirers for the Hospitals;
 - (ii) Preparation and updating of a descriptive information memorandum describing the Hospitals;
 - (iii) Facilitation of due diligence with parties interested in acquiring the Hospitals, including assistance with respect to management's responses to information requests and management of an electronic dataroom;
 - (iv) Assisting the Company in selecting potential parties with whom to continue negotiations and development of related negotiation strategies;
 - (v) Assistance in negotiating terms for a Transaction with potentially interested parties and review of definitive documentation and supporting schedules related to a Transaction;
 - (vi) Assistance in coordinating regular meetings with the Company's Board of Directors or committees thereof to evaluate proposals and the status of negotiations;
 - (vii) Assistance in coordination of communication strategies related to a Transaction with the Hospitals constituents (i.e., creditors, medical staff, employees, etc.); and
 - (viii) Assistance, in collaboration with the Company's legal counsel, in closing a Transaction including developing closing schedule and monitoring closing deliverables and deadlines.
- B. Restructuring Services. SOLIC will provide additional support services necessary to facilitate a Transaction and to assist the Company in its expected Chapter 11 bankruptcy filing ("Restructuring Services"). The Restructuring Services shall include, but not be limited to:
- (i) Development of financial forecasts or financial models to reflect pro forma financial impact of any purchaser synergies, cost saving initiatives, reimbursement changes, or other financial changes that may result from a Transaction;
 - (ii) Preparation of any detailed due diligence analysis (e.g. Supply Chain review, Black Box Analysis, etc.) that may be requested by Company - in negotiating a Transaction;

May 30, 2016

Page 3

- (iii) Assistance in the preparation of any additional analysis and supportive documentation required to appropriately respond to any regulatory related inquiry or submission requirements including any anti-trust related concerns;
- (iv) Assistance with respect to liquidity management;
- (v) Assistance in the preparation of financial analyses, including a rolling 13-week cash flow and cash collateral/DIP budgets;
- (vi) Assistance in preparation of bankruptcy related schedules, monthly operating reports and other similar reports as may be necessary in conjunction with the chapter 11 case;
- (vii) Communication and/or negotiation with outside constituents, including creditors, investors and their advisors; and
- (viii) Such other matters as may be requested consistent with SOLIC's expertise and as may be mutually agreed upon by the parties.

The Transaction Support Services will not include the issuance of a Fairness Opinion. If a Fairness Opinion is deemed necessary by Company, and is requested from SOLIC, then SOLIC and Company will enter into an amendment to this Engagement Letter that sets the terms and compensation related thereto. The SOLIC team will be led by Gregory Hagood (the "Oversight Professional") with support from as deemed appropriate by the Oversight Professional.

SOLIC's ability to perform under this Engagement Letter will depend upon the extent of cooperation that it receives from the Company and its representatives, including its legal counsel and accountants. In this regard, the the Company agrees to provide SOLIC full cooperation and access to financial, business and other information concerning the Hospitals, which SOLIC reasonably deems appropriate. In addition to open access to all such information (including documents and financial records (or projections), SOLIC will have full use and access to all work performed by prior investment banking advisors and management consultants, as well as any outside accounting and analyst reports and work papers, all valuation analyses, due diligence materials and other related materials which are (or could be) available to the Company (all such information and materials, documents and records being referred to as "Hospitals' Information"). The Company will use its commercially reasonable efforts to provide SOLIC with full access to the Hospitals' officers, directors, employees, advisors and representatives. SOLIC agrees that, except as may otherwise be required by law, SOLIC will keep confidential and not disclose to third parties (other than representatives or independent contractors retained by SOLIC or to potentially interested third parties who have executed a confidentiality agreement) all Hospitals Information that is confidential or propriety to the Company and that SOLIC will use the same only in the performance of its duties under this Engagement. SOLIC will coordinate with the Company's outside counsel to oversight the necessary execution mechanics to complete the objectives with respect to the Transaction.

This Engagement Letter will be effective immediately upon (i) receipt by SOLIC of this executed Engagement Letter and the attached Indemnity Agreement.

2. Fees and Expenses

In consideration of SOLIC's efforts, the the Company agrees to compensate SOLIC as follows:

May 30, 2016

Page 4

- A. A success fee (the "Success Fee") to be paid by the Company (per the wire instructions set forth on Exhibit A attached hereto) at the closing of a Transaction equal to i) \$50,000 plus (ii) 2% of the Enterprise Value (defined below) of such Transaction. For purposes hereof, "Enterprise Value" shall mean the sum of i) the Purchase Consideration (as defined below) related to the sale of equity in the Company or the equity or assets of Hospitals acquired in a Transaction, divided by ownership percentage in the Company or the Hospitals acquired in a Transaction (i.e., the implied equity value of the Company or the Hospitals) plus ii) all outstanding interest-bearing debt of the Company or the Hospitals assumed or retained at closing. For purposes hereof, Purchase Consideration shall mean all consideration paid to the Company (or its owners) in connection with a Transaction for its ownership interest in the assets or equity of the Company or in the Hospitals and shall include all cash, notes, securities, payments made in installments, and/or Contingent Payments (as defined below) received by the Company (or its owners) in transferring title of its equity interest in the Company or the Hospitals or transferring the Hospitals' assets. "Contingent Payments" shall be defined as the fair market value of consideration received or receivable by the the Company in the form of deferred performance-based payments, "earn-outs", or other contingent payments based upon the future performance of the Hospitals or any of its businesses or assets. Notwithstanding anything contained herein to the contrary, that portion of the Success Fee associated with Contingent Payments to be received, if any, shall be payable only upon receipt of such Contingent Payments. For purposes of calculating the Purchase Consideration, the value of any (non-contingent) purchase money or other promissory notes shall be deemed to be the net present value of the face amount thereof (utilizing a reasonable market based discount factor) and the Success Fee will be paid thereon upon the issuance.
- B. For any Restructuring Services to be performed pursuant to to this Engagement Letter, SOLIC shall be paid for the services provided by the SOLIC professionals performing such Restructuring Services at their standard hourly rates (the "Hourly Fees"), which fees will be subject to periodic adjustment upon notice to Company to reflect economic and other conditions. The billing rates for professionals who may be assigned to this Engagement are as follows:

Base Hourly Rates:²

	Senior Managing Directors / Senior Advisors	\$750-895/hr.
	Managing Directors	\$695-825/hr.
	Directors	\$550-695/hr.
	Vice Presidents	\$450-550/hr.
	Senior Associates	\$350-450/hr.
The	Consultants / Associates	\$245-365/hr.
	Paraprofessionals	\$95-125/hr.

Company agrees to pay SOLIC's reasonably incurred fees and expenses in connection with Restructuring Services based upon the rates set forth above; however, the Company expressly agrees that the hourly rates set forth in this Engagement Letter are subject to periodic adjustment upon notice to the Company to reflect economic and other conditions. As of the date hereof, SOLIC

² SOLIC may utilize independent contractors under the direct supervision of SOLIC; the hourly rate for such personnel will be billed based upon the qualifications of the professional.

May 30, 2016

Page 5

is holding a retainer (the "Retainer") and, subject to the following paragraph, SOLIC will charge against such Retainer its reasonably incurred and unpaid fees and expenses. SOLIC will provide the Company with reasonably detailed weekly or bi-weekly bills and such bills will be due upon receipt and payable, as set forth below, within three (3) days of receipt (at which point they will be charged against the Retainer and if the Retainer is not sufficient to cover such bills, the Company will immediately wire the deficiency plus the amount necessary to replenish the Retainer in accordance with the following paragraph). If the Company fails to comply with its obligations under this paragraph, then SOLIC shall have the right to cease work until the Company does so comply without incurring any liability whatsoever.

SOLIC's expenses as incurred will be billed separately. Generally these expenses include any travel-related expenses, document production, fax transmissions, teleconferencing charges, outside legal expenses incurred by SOLIC associated with this Engagement (including, fee application expenses, discovery costs and defense costs) and other expenses of this type which are associated with this Engagement. All professional fees and expenses will be paid and reimbursed via wire transfer within three (3) days of receipt of the applicable SOLIC invoices by the Company (at which point they will be charged against the Retainer and if the Retainer is not sufficient to cover such bills, the Company will immediately wire the deficiency plus the amount necessary to replenish the Retainer as described above).

If the Company determines it is necessary to file for protection under Chapter 11 of the U.S. Bankruptcy Code, the Company agrees that it will promptly apply to the Bankruptcy Court to obtain approval of our retention and Retainer nunc pro tunc to the date of the filing. The Company agrees that in connection with the bankruptcy process, it will reimburse SOLIC for its reasonable attorney's fees and expenses related to such retention matters, including the filing and preparation of any fee applications and any preparation or attendance at hearings related thereto. Notwithstanding anything to the contrary contained herein, after the Company files for bankruptcy protection, the fees and expenses of SOLIC set forth herein shall be reimbursed and paid in accordance with the Bankruptcy Code and any fee procedures established by order of the Bankruptcy Court. Furthermore, in the event that the Company elects to file for bankruptcy protection, prior to such filing, the Supplemental Retainer will be increased by an amount necessary to cover at least sixty (60) days of anticipated fees and expenses.

During the term of this Engagement Letter, the Success Fees outlined above shall be due and payable should the Company and/or its affiliates enter into and close a transaction(s) with any individuals or entities, including any party that is not one furnished by SOLIC to the Company, during the term of this Engagement Letter. It is agreed that subsequent to the termination of this Engagement Letter, SOLIC shall be entitled to the Success Fees as described above if a Transaction is consummated with a party contacted by SOLIC during the term of this Engagement Letter (as evidenced by SOLIC having negotiated and obtained an executed confidentiality agreement with such party during the term of this Engagement Letter) during the twelve (12) months following the termination of this Engagement Letter.

3. Other Terms and Conditions

A. General. SOLIC will act under this Engagement Letter as an independent contractor with duties solely to the Company. Because we will be acting on your behalf in this capacity, it is our practice to receive indemnification. A copy of our standard indemnity form is attached hereto as Exhibit B ("Indemnity Agreement") and must be executed concurrently with this

May 30, 2016

Page 6

Engagement Letter. PAC acknowledges that SOLIC is being retained as an independent financial advisor in connection with the matters contemplated herein and is not acting as a broker, dealer, or broker-dealer. Notwithstanding the terms of any other provision, the total liability of SOLIC, and its affiliates, officer, employees, and agents for all claims of any kind arising out of this Engagement, whether in contract, tort or otherwise, shall be limited to the total fees paid to SOLIC under this Engagement Letter. This Engagement Letter is intended to amend and restate the Original Engagement Letter, provided, however, that SOLIC will continue to be provided the protections contained in the Indemnity Agreement signed in conjunction with the Original Engagement Letter in connection with all services provided under the Original Engagement Letter (such continuing indemnity shall be retroactive to the Original Effective Date).

- B. Confidentiality. Any advice or opinions provided by SOLIC may not be disclosed or referred to publicly or to any third party except in accordance with SOLIC's prior written consent. It is further understood that any advice rendered by SOLIC pursuant to this Engagement, including any advice rendered during the course of participating in negotiations and meetings with management or the Company, as well as any written materials provided by SOLIC, are intended solely for the benefit and confidential use of the Company and will not be reproduced, summarized, relied upon by any third person, described or referred to or given to any other person for any purpose without SOLIC's prior written consent. The Company represents and warrants that all Hospitals Information made available to SOLIC will be complete and correct and that any projections, forecasts or other Hospitals Information provided to SOLIC will have been prepared in good faith and will be based upon reasonable assumptions. The Company agrees to promptly notify SOLIC if the Company believes that any Hospitals Information which was previously provided to SOLIC has become materially misleading. The Company acknowledges and agrees that, in rendering its services hereunder, SOLIC will be using and relying on Hospitals Information (and information available from public sources and other sources deemed reliable by SOLIC) without independent verification thereof or independent appraisal or evaluation of the Hospitals, or any other party. SOLIC does not assume responsibility for the accuracy or completeness of Hospitals Information or any other information regarding the Hospitals or the Company. SOLIC will have no obligation to update any report(s) that it may produce or to revise the information contained therein because of events and transactions occurring subsequent thereto. If access to any of the materials in SOLIC's possession relating to this Engagement is sought by a third party, SOLIC will promptly notify the Company of such action, tender to the Company our defense responding to such request and cooperate with you concerning our response thereto. In the event that SOLIC is subpoenaed as the result of any work performed in connection with this Engagement Letter, SOLIC will provide to you immediate notice of such subpoena and the Company will provide reasonable compensation to SOLIC for its reasonable time involved in responding to such subpoena(s). SOLIC will not be auditing any financial statements or performing any attest procedures in the course of this engagement. SOLIC's services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. SOLIC is not a professional accounting firm or law firm and does not practice accounting or law.
- C. Limitation on Engagement. The Company acknowledges and agrees that (i) SOLIC is not and will not be construed as a fiduciary of the Company or the Hospitals or any affiliate thereof and will have no duties or liabilities to the stakeholders or creditors of the Company, the Hospitals, any affiliate of the Company or the Hospitals or any other person by virtue of

May 30, 2016

Page 7

this Engagement and the retention of SOLIC hereunder, all of which duties and liabilities are hereby expressly waived, and (ii) any advice rendered by SOLIC does not constitute a recommendation to any creditor or other stakeholder that such might or should take in connection with a possible recapitalization, restructuring, reorganization or other transaction. The creditors and other stakeholders of PAC and the Hospitals are not intended beneficiaries hereunder. The Company confirms that it will rely on its own counsel, accountants and other similar expert advisors for legal, accounting, tax and other similar advice. Furthermore, the Company acknowledges that SOLIC is providing no representations and warranties with respect to the successful completion of a Transaction.

- D. Conflict of Laws. The terms of this Engagement Letter shall be construed, interpreted and applied in accordance with the laws of the State of Illinois applicable to contracts entered into and wholly to be performed in Illinois. The Company irrevocably submits to the jurisdiction of any court of the State of Illinois or the United States District Court in Chicago, Illinois for the purpose of any suit, action or other proceeding arising out of this Engagement Letter which is brought by or against the Company. Each of the Company (and, to the extent permitted by law, on behalf of the Company's stakeholders and creditors) and SOLIC hereby knowingly, voluntarily and irrevocably waives any right it may have to a trial by jury in respect of any claim based upon, arising out of or in connection with this Engagement Letter.
- E. Assignment. The Company agrees that it will not enter into an agreement with respect to a possible transaction involving a recapitalization, restructuring, reorganization or other transaction, including a transaction involving a sale of all or substantially all of the Company or the Hospitals' assets or equity or operations, unless such agreement expressly provides for the unconditional assumption of the Company's obligations to SOLIC under this Engagement Letter and the Indemnity Agreement. This Engagement Letter, and any modification or amendment thereto, may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. SOLIC reserves the right to attend the closing of any transaction involving the sale of all or a part of the Company or the Hospitals' assets or stock or any other recapitalization, restructuring, reorganization, merger or other transaction and issue a tombstone announcement with respect to such transaction and SOLIC's involvement with the Hospitals. Any documents memorializing a Transaction will include language disclosing the PAC's fee liability to SOLIC under this Engagement Letter. SOLIC may assign its rights hereunder and pursuant to the Indemnity Agreement to any of its affiliates, independent contractors and entities controlled by the Oversight Professional hereunder or any entity that acquires substantially all of the assets of SOLIC.
- F. Termination. Either the Company or SOLIC may terminate this Engagement Letter (the "Termination") upon 3 days written notice, provided however that (i) all fees and expenses due through the effective date of termination will be paid within 10 days of the effective date of termination, and the Retainer will be deemed earned; (ii) no termination of this Engagement Letter will affect SOLIC's right to payment of the Retainer or expense reimbursement pursuant to this Engagement Letter or the indemnification contemplated by the Indemnity Agreement; (iii) SOLIC shall be entitled to receive any Success Fee that it would otherwise be payable in connection with any Transaction that occurs within twelve months of termination of this Agreement; and (iv) the terms of Section 3 hereof will survive termination of this Engagement Letter.

May 30, 2016
Page 8

- G. Notices. All correspondence and notices shall be sent to the parties as listed hereafter or to such other persons or addresses as may be given by one party to the other, and will be deemed effective the earlier of actual delivery or three days after mailing.

Personal and Confidential

Mr. Dan Rissing
Chief Executive Officer
Progressive Acute Care, LLC
2210 7th Street
Mandeville, LA 70571

Edward Casas and Neil Luria
Senior Managing Director
SOLIC Capital Advisors, LLC
1603 Orrington Avenue, Suite 1600
Evanston, IL 60201

- H. Amendment. This Engagement Letter may only be modified, amended or waived by a writing signed by the parties hereto.
- J. Indirect, Consequential or Punitive Damages. None of the parties to this Engagement Letter shall in any event be liable to the other for any indirect, consequential or punitive damages.
- L. Corporate Compliance. The Company acknowledges that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 25, 2001) (the "Patriot Act"), SOLIC is required to obtain, verify and record information that identifies PAC, its Stockholders and Directors, which information includes names and addresses and other information that will allow SOLIC to identify the Company, its Stockholders and Directors in accordance with the Patriot Act.
- M. Taxes. The Company shall be responsible for any sales or use taxes assessed by local, state, federal or foreign authorities, which are or may be imposed in the future by reason of the services provided by SOLIC on this Engagement. This provision shall not apply to any income tax assessed against SOLIC.
- N. Senior Lender Carve-Out. The Company agrees that in the event of a bankruptcy filing by the Company, it will seek to negotiate with its senior lenders (including any debtor-in-possession financing) for such lenders to provide a carve-out of their collateral in the context of such financing (the "DIP Facility") and any cash collateral agreements (the "Cash Collateral Agreement"), in an amount equal to the sum of (a) any of SOLIC's unpaid fees and expenses (including the Success Fee) outstanding at the time of a default or event of default under the terms of such DIP Facility or Cash Collateral Agreement, plus (ii) SOLIC's fees and expenses (including the Success Fee) accrued post-default or event of default shall not to exceed \$300,000 in the aggregate, plus (iii) any amounts that the Company fails to reimburse SOLIC as required pursuant to the terms of Exhibit B attached hereto.

May 30, 2016
Page 9

- O. Joint & Several Obligations. All obligations herein of the Company are intended to be joint and several amongst Progressive Acute Care, LLC, Progressive Acute Care Avoyelles LLC, Progressive Acute Care Winn LLC, and Progressive Acute Care Oakdale LLC.

If the terms of our engagement as set forth in this Engagement Letter are satisfactory, kindly sign the enclosed copy of this letter along with the attached Indemnity Agreement and return executed copies to me by fax with originals by overnight mail accompanied with a wire transfer in the amount of the Retainer.

We look forward to working with you.

Very truly yours,

SOLIC CAPITAL ADVISORS, LLC

By: 
 Neil F. Luria, Senior Managing Director

SOLIC CAPITAL, LLC

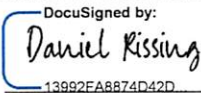
By: 
 Neil F. Luria, Senior Managing Director

Accepted, acknowledged and agreed to:

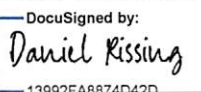
PROGRESSIVE ACUTE CARE , LLC

By: 
 Daniel Rissing, CEO

PROGRESSIVE ACUTE CARE OF AVOYELLES LLC

By: 
 Daniel Rissing, CEO of PAC
 on behalf of PAC Avoyelles

PROGRESSIVE ACUTE CARE OF WINN LLC

By: 
 Daniel Rissing, CEO of PAC
 on behalf of PAC Winn

May 30, 2016
Page 10

PROGRESSIVE ACUTE CARE OF OAKDALE LLC

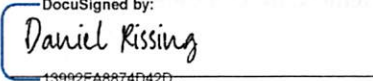
By:  Daniel Rissing, CEO of PAC
on behalf of PAC Oakdale

Exhibit A

Wiring Instructions

Please direct wire to

Account Name: SOLIC Capital Advisors, LLC
Account Number: [REDACTED] 9411
Bank: Northern Trust Bank
Address: 50 S. LaSalle, Chicago, IL 60675
ABA#: 071000152
SWIFT: [REDACTED]

Beneficiary Name: SOLIC Capital Advisors, LLC

May 30, 2016

Page 12

Exhibit B

May 30, 2016

SOLIC Capital Advisors, LLC
1603 Orrington Avenue
Suite 1600
Evanston, IL 60201

Ladies and Gentlemen:

This letter will confirm that in connection with the engagement (the "Engagement") of SOLIC Capital Advisors, LLC ("SCA") and SOLIC Capital, LLC ("SC" and together with SCA, "SOLIC") by Progressive Acute Care, LLC ("PAC"), Progressive Acute Care Avoyelles LLC ("PAC Avoyelles"), Progressive Acute Care Winn LLC ("PAC Win"), and Progressive Acute Care Oakdale LLC ("PAC Oakdale", and together with PAC, PAC Avoyelles, and PAC Win, the "Company") as reflected in the engagement letter (the "Engagement Letter"), dated the date hereof (all capitalized terms used but not otherwise defined herein having meanings described in such Engagement Letter), The Company agrees to indemnify and hold harmless SOLIC and its affiliates and their respective members, officers, directors, employees, independent contractors and agents and each other person, if any, controlling SOLIC or any of its affiliates (each referred to herein as an "Indemnified Person") to the fullest extent permitted by law from and against any losses, claims, damages, obligations, penalties, judgments, awards, costs, disbursements or liabilities, including amounts paid in settlement (collectively, "Losses"), based upon, related to, arising out of or in connection with the Engagement or any Transaction, and will reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) ("Expenses") as they are incurred in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation, or proceeding related to, arising out of or in connection with the Engagement or any Transaction, whether or not pending or threatened and whether or not any Indemnified Person is a party. Furthermore, the Company will pay SOLIC at its standard hourly rates for any SOLIC professional time incurred in connection with any action, claim, suit, investigation or proceeding described in the foregoing sentence. Notwithstanding the foregoing, in no event shall the Company be responsible for any Losses or Expenses that arise out of or in connection with the Engagement or any Transaction and which are finally judicially determined to have resulted solely from the willful misconduct or gross negligence of SOLIC. This agreement is not intended to replace the Indemnity Agreement dated as of May 28, 2015 which will remain in place and cover any and all acts occurring between the execution thereof and the date hereof.

If any litigation, investigation or proceeding is commenced as to which SOLIC proposes to demand indemnification, SOLIC will notify the Company with reasonable promptness; provided, however, that any failure by SOLIC to notify the Company will relieve the Company from its obligations hereunder only to the extent the Company has been materially prejudiced by such failure or delay. SOLIC will have the right to retain counsel (and local counsel, if appropriate) of its own choice to represent it, and the Company will pay the fees, expenses and disbursements of such counsel. The Company retains the right to participate in the defense of such litigation, investigation or proceeding as to which SOLIC seeks indemnification through counsel of the Company's choice (the cost of which will be paid by PAC) and SOLIC will reasonably cooperate with such counsel and the Company (including, to the extent possible and consistent with its own interests, keeping the Company reasonably informed of such defense). PAC

May 30, 2016

Page 13

will be liable for any settlement of any claim against SOLIC made with the Company's written consent, which consent will not be unreasonably withheld.

If, for any reason, the foregoing indemnification is unavailable to any of the Indemnified Parties or is insufficient to hold them harmless in respect of any Losses or Expenses, then the Company will contribute to the amount paid or payable by any of the Indemnified Parties as a result of such Losses and Expenses in such proportion as is appropriate to reflect the relative benefits (or anticipated benefits) to the Company and its stakeholders on the one hand and the Indemnified Parties on the other hand from the possible Transaction, or if such allocation is not permitted by applicable law, then in such proportion as is appropriate to reflect not only the relative benefits received by the Company and its stakeholders on the one hand and the Indemnified Parties on the other hand, but also the relative fault of the Company, its directors, officers, employees, agents and advisers (other than SOLIC) on the one hand and the Indemnified Parties on the other hand, as well as any other relevant equitable considerations. The relative benefits received (or anticipated to be received) by the Company and its stakeholders on the one hand and by the Indemnified Parties on the other hand will be deemed to be in the same proportion as such benefit bears to the total fees paid to SOLIC pursuant to the Engagement. The relative fault of any party or other person will be determined by reference to such party's or person's knowledge, access to information and opportunity to prevent or correct any misstatement, omission, misconduct or breach of duty. In no event will the amount required to be contributed by the Indemnified Parties hereunder or the liability of the Indemnified Parties pursuant to the Engagement Letter exceed the total amount of fees paid to SOLIC pursuant to the Engagement. The Company and SOLIC agree that it would not be just and equitable if contribution were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above.

The reimbursement, indemnity and contribution obligations of the Company hereunder will (i) be in addition to any liability which PAC may otherwise have, (ii) survive the completion or termination of SOLIC's engagement under the Engagement and (iii) shall be binding upon any successors and assigns of the Company. The Indemnified Parties (including any contractors of SOLIC) are deemed third party beneficiaries hereunder. SOLIC may assign its right to reimbursement, indemnity and contribution hereunder, in whole or in part, to any entity controlled by the Oversight Professional or to any entity that acquires all of substantially all of the assets of SOLIC.

The Company agrees that without the prior written consent of SOLIC, it will not consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claims, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless (i) such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from any and all claims and liabilities arising out of such action, claim, suit or proceeding and (ii) there is no statement in connection therewith as to an admission of fault culpability or failure to act by or on behalf of any Indemnified Party.

The provisions of this agreement shall apply to the Engagement and any written modification thereof signed by the parties and shall remain in full force and effect regardless of any termination or the completion of SOLIC's services under the Engagement.

All obligations herein of the Company are intended to be joint and several amongst Progressive Acute Care, LLC, Progressive Acute Care Avoyelles LLC, Progressive Acute Care Winn LLC, and Progressive Acute Care Oakdale LLC.

This agreement will be deemed made in Illinois. The validity and interpretation of this agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable

May 30, 2016

Page 14

to agreements made and to be fully performed therein (excluding the conflicts of laws rules). The Company irrevocably submits to the jurisdiction of any court of the State of Illinois or the United States District Court of the Northern District of the State of Illinois for the purpose of any suit, action or other proceeding arising out of this agreement which is brought by or against PAC. Each of the Company (and, to the extent permitted by law, on behalf of the Company's equity holders and creditors) and SOLIC hereby knowingly, voluntarily and irrevocably waives any right it may have to a trial by jury in respect of any claim based upon, arising out of or in connection with this agreement.

Very truly yours,

PROGRESSIVE ACUTE CARE , LLC

DocuSigned by:
Daniel Rissing
By: 13992FA8874D42D
Daniel Rissing, CEO

PROGRESSIVE ACUTE CARE OF AVOYELLES LLC

DocuSigned by:
Daniel Rissing
By: 13992FA8874D42D
Daniel Rissing, CEO of PAC
on behalf of PAC Avoyelles

PROGRESSIVE ACUTE CARE OF WINN LLC

DocuSigned by:
Daniel Rissing
By: 13992FA8874D42D
Daniel Rissing, CEO of PAC
on behalf of PAC Winn

PROGRESSIVE ACUTE CARE OF OAKDALE LLC

DocuSigned by:
Daniel Rissing
By: 13992FA8874D42D
Daniel Rissing, CEO of PAC
on behalf of PAC Oakdale

Acknowledged and Agreed:

SOLIC CAPITAL ADVISORS, LLC

By: 

Neil F. Luria
Senior Managing Director

SOLIC CAPITAL, LLC

By: 

Neil F. Luria
Senior Managing Director