UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

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| SECURITIES AND EXCHANGE COMMISSION,<br><br>Plaintiff,<br><br>vs.<br><br>PATRICK CHURCHVILLE,<br>CLEARPATH WEALTH MANAGEMENT, LLC,<br><br>Defendants,<br><br>and<br><br>CLEARPATH MULTI-STRATEGY FUND I, L.P.,<br>CLEARPATH MULTI-STRATEGY FUND II, L.P.,<br>CLEARPATH MULTI-STRATEGY FUND III, L.P.,<br>HCR VALUE FUND, L.P.,<br><br>Relief Defendants. | ) | Case No. 15-CV-000191-S-LDA |

**RECEIVER'S PETITION FOR INSTRUCTIONS REGARDING THE PROPOSED "SETTLEMENT AGREEMENT AND TERMINATION OF THE OPERATING AGREEMENT, THE JOINT INVESTMENT AGREEMENT AND THE SERVICING AGREEMENT"**

Now comes Stephen F. Del Sesto, Esq. solely in his capacity as the Court-appointed Receiver for Defendants Patrick Churchville and ClearPath Wealth Management, LLC and Relief Defendants ClearPath Multi-Strategy Fund I, L.P., ClearPath Multi-Strategy Fund II, L.P., and ClearPath Multi-Strategy Fund III, L.P. (collectively "Receivership Entities") and hereby submits this Petition for Instructions Regarding the Proposed "Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement." (Attached hereto as Exhibit A). To the Honorable Judge William E. Smith of the United States District Court for the District of Rhode Island, your Receiver represents the following:

1. In August of 2012, HCR Value Fund, L.P. ("HCR Value Fund") was formed for the purpose of investing in healthcare receivables.[1] HCR Value Fund is one of the Relief Defendants in the Securities & Exchange Commission's action pending before this Court (the "SEC Action"). However, HCR Value Fund was not subject to the Court's July 30, 2015 Order Appointing Receiver. (Document #16).

2. There are currently two series of limited partnership interests within HCR Value Fund: Series A and Series B. HCR Value Fund GP LLC was the general partner of HCR Value Fund and was owned and operated by ClearPath Wealth Management, LLC and/or Patrick Churchville.

3. Acrewood 2013, L.P. owns 51.667% of the outstanding partnership interests in Series A of the HCR Value Fund. Acrewood 2013, L.P. and Acrewood 2014, L.P. (together the "Acrewood Investors") collectively own 98.75% of the outstanding partnership interests in Series B. HCR Value Fund GP, LLC owns the remaining 1.25% of the outstanding partnership interests in Series B. HCR Value Fund GP, LLC owns 6.67% of the outstanding partnership interests in Series A.

4. By virtue of its partnership interests, HCR Value Fund GP, LLC is entitled to receive distributions and is also entitled to a carried interest equal to 20% of the profits earned on all invested capital for Series A and separately on all invested capital for Series B.

5. Currently pending before the Court is the Receiver's September 30, 2015 Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement." (Document #20).

6. That Petition respectfully requests the Court's guidance as to the Receiver's authority to execute an amendment which would replace HCR Value Fund GP, LLC as the general partner of Series B of the HCR Value Fund and convert HCR Value Fund GP, LLC's general partnership interest into a special limited partnership interest and entitle HCR Value Fund GP, LLC to continue to receive distributions.[2] *Id.*, at ¶17.

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[1] The Proposed Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement ("Proposed Settlement Agreement") defines "Receivables" as "patient healthcare accounts receivables owned or originated by hospital and other healthcare or health related transportation providers."

[2] The Proposed Settlement Agreement is drafted based upon the assumption that Acrewood HCR GP, L.P. would step in as general partner for Series B of the HCR Value Fund—the subject of the Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the

7. To effectuate the healthcare receivables investment plan, HCR Value Fund, Capio Acquisitions VII, LLC, a Nevada limited liability company, and CP Medical, LLC, a Nevada limited liability company, entered into an Operating Agreement, a Joint Contribution and Subscription Agreement ("Joint Investment Agreement"), and a Servicing Agreement effective as of August 17, 2012. The various agreements governed, *inter alia*, the acquisition, collection and/or liquidation of the healthcare receivables as well as contributions by and distributions to the HCR Value Fund.

8. Pursuant to Section 6.9(a) of the Operating Agreement, CP Medical, LLC ("CP Medical") enjoyed an exclusive right of first refusal to purchase any portfolio of patient healthcare account receivables proposed to be purchased by CP Medical or any affiliate of Capio Acquisitions VII, LLC ("Capio Acquisitions").

9. Capio Acquisitions claimed that CP Medical's right of first refusal had terminated in or around May of 2015 as a result of HCR Value Fund's failure to fund the total acquisition cost needed to close the acquisition of one or more receivable portfolios.

10. The Acrewood Investors, Acrewood HCR GP, L.P., and Acrewood Holdings, LLC (the "Acrewood Parties") and HCR Value Fund have disputed Capio Acquisitions' position and have claimed that Capio Acquisitions has wrongfully retained possession of funds to which HCR Value Fund is entitled under the Operating Agreement. Capio Acquisitions maintains that all distributions have been made in accordance with the terms of the Operating Agreement.

11. In full settlement of the dispute, HCR Value Fund, Capio Acquisitions and CP Medical wish to terminate the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement. HCR Value Fund has agreed to sell and Capio Acquisitions has agreed to

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Limited Partnership Agreement" (Document #20). The Receiver's Petition also sought guidance as to language in the Proposed "HRC Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement" concerning whether Acrewood Investment Management, LP would be permitted to offset certain expenses against funds due to the Receivership Estate and whether the Receivership Estate would be entitled to management fees moving forward. *See* Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement" (Document #20) at ¶¶ 20-24; Commission's Statement about Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement" (Document #22); Statement of the Acrewood Entities about Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement" (Document #25); Receiver's Response to Statement of Acrewood Entities about Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement" (Document #29).

purchase HCR Value Fund's payment and distribution rights to all of the remaining receivable portfolios in which HCR Value Fund has any right, title or interest.

12. In furtherance of this agreement, HCR Value Fund, Capio Acquisitions, CP Medical, the Acrewood Parties, Capio Master Servicing, LLC and your Receiver have negotiated and drafted the proposed "Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement" ("Proposed Settlement Agreement"). The "Parties" to the Proposed Settlement Agreement are HCR Value Fund, Capio Acquisitions, Capio Master Servicing, LLC, CP Medical, the Acrewood Parties, and the Receiver (on behalf of Patrick Churchville and ClearPath Wealth Management, LLC).

13. Pursuant to Section 2 of the Proposed Settlement Agreement, payments shall be made to HCR Value Fund's Series A and Series B in accordance with Schedule A of the Proposed Settlement Agreement ("Residual Buyout Pools Payments").

14. In consideration for these payments, HCR Value Fund, the Acrewood Parties, Patrick Churchville, ClearPath Wealth Management, LLC and their Affiliates and all of their respective shareholders, members, partners, equity rights holders, managers, directors, officers, employees, representatives and agents, and their successors and assigns, relinquish to Capio Acquisitions the following:

> [A]ll right, title and interest in and to (a) the Payment and Distribution Rights to all Receivables Pools including, without limitation, those Receivables Pools that [Capio Acquisitions] and/or any Affiliates may but have not already purchased, including without limitation the Receivables Pools identified on Schedule B attached hereto (the "Residual Buyout Pools"), and (b) all other rights which the foregoing parties may have in [Capio Acquisitions, Capio Master Servicing, LLC, or CP Medical] and their Affiliates, including, without limitation, any rights contained in the Operating Agreement, the Joint Investment Agreement, and the Servicing Agreement.[3]

Proposed Settlement Agreement, § 2.

15. Under Section 2 of the Proposed Settlement Agreement and in consideration for payments in accordance with Schedule A, HCR Value Fund, the Acrewood Parties, Patrick Churchville, ClearPath Wealth Management, LLC and their Affiliates shall have no further rights related to the following:

[3] "Receivable Pool" is defined as "a portfolio or pool of Receivables." Proposed Settlement Agreement, §1. Schedule B is not included in the draft of the Proposed Settlement Agreement attached hereto as Exhibit A.

> [T]he Residual Buyout Pools, including, but not limited to, rights (a) to payments or distributions of Gross Receipts relating to the Residual Buyout Pools, (b) under the Operating Agreement, Joint Investment Agreement or the Servicing Agreement, or (c) otherwise to [Capio Acquisitions, Capio Master Servicing, LLC, or CP Medical or their Affiliates].[4]

16. Finally, under Section 2, the Parties acknowledge that the obligations of Capio Acquisitions, Capio Master Servicing, LLC, or CP Medical "contained in the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement shall terminate as of the Effective Date upon receipt of (a) the Residual Buyout Pools Payments, (b) all parties' signatures hereto, and (c) if the Receiver requires it, Court Approval."

17. The Acrewood Parties have prepared a summary of distributions due to Acrewood 2013, Acrewood 2014 and HCR Value Fund GP, LLC as a result of the settlement and that summary has been provided to the Receiver for his review.

18. For HCR Value Fund, Series A, the summary of distributions shows that $311,540 will be distributed to Acrewood 2013, HCR Value Fund GP, LLC and other investors. HCR Value Fund GP, LLC is entitled to a 6.67% interest in the Series A fund and a 20% carried interest. The Receivership Estate, through distributions payable to HCR Value Fund GP, LLC in respect of Series A, is calculated to receive $15,549 for its ownership interest (after expenses) and $58,308 for its carried interest rights. Accordingly, for Series A, the Receivership Estate is scheduled to receive $73,857 under the Proposed Settlement Agreement to be distributed pursuant to further order of the Court.

19. For HCR Value Fund, LP Series B, the summary of distributions shows that $5,855,428 will be distributed. The distribution to be paid to the Receivership Estate depends upon this Court's ruling on the offset issue raised by Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement" (Document #20) and the papers cited in footnote two herein. If the offset issue is decided in favor of the Acrewood Parties, then the expenses paid by HCR Value Fund, LP will reduce HCR Value Fund GP, LLC's distributions dollar for dollar (the "Offset Scenario"). If the offset is decided in favor of the Receiver, the expenses will be borne by the partners in

[4] "Gross Receipts" are defined as "all amounts received by [CP Medical] with respect to the Receivables and Receivable Pools, including, without limitation, the net proceeds from the sale of a Receivables Pool or any portion thereof, and repayments of the Purchase Price for any Receivables by Receivables sellers." Proposed Settlement Agreement, §1.

proportion to their interests (the "No Offset Scenario") (21% by HCR Value Fund GP, LLC and 79% by the Acrewood Investors in Series B).[5]

20. HCR Value Fund GP, LLC has a 1.25% interest and 20% carried interest in Series B. Depending on this Court's ruling on the Receiver's Petition for Instructions Regarding the Proposed "HCR Value Fund, L.P. Amendment No. 1 to the Limited Partnership Agreement," the Receivership Estate, through distributions payable to HCR Value Fund GP, LLC, would receive: (I) in respect of its 1.25% ownership interest in Series B: either $66,704 in the Offset Scenario or $65,104 in the No Offset Scenario and (II) in respect of its 20% carried interest: either $534,086 in the Offset Scenario or $502,086 in the No Offset Scenario.

21. Under the agreements establishing the HCR Value Fund, there is a $25,000 per month management fee due to ClearPath in respect of Series B (there is no management fee payable in Series A). The accrued Series B management fee from June 2015 through October 2015 is $125,000. In either scenario, the Receivership Estate will receive $125,000 in management fees.

22. The fees and expenses at issue as calculated by the Acrewood Parties are estimated at $140,000 and include both legal fees and expenses incurred by them to date and estimated by the Acrewood Parties through an early November closing of the Settlement Agreement.

23. The cash on hand for Series B was reduced in June 2015 by Fox Chase Bank withdrawing $20,000 for its expenses as a result of the SEC's complaint. It has been treated to date as a fund expense. In the Offset Scenario, this would be restored to the fund by HCR Value Fund GP, LLC and then distributed in accordance with the HCR Value Fund LP agreement. In the No Offset Scenario, there is no change to the prior treatment of this expense.

24. The Acrewood Parties also have proposed that a small cash reserve remain in each of Series A and Series B ($20,000 each) to address expenses of winding up HCR Value Fund, LP. Such amounts would be distributed in accordance with the distribution provisions of the HCR Value Fund, LP agreement if not so used.

[5] This is because Series B's returns are in carry territory so that HCR Value Fund GP, LLC is entitled to the 20% carry plus 1.25% of the other 80%.

25. Accordingly, for Series B, the Receivership Estate is calculated to receive, in aggregate, either $565,790 in the Offset Scenario or $692,190 in the No Offset Scenario to be distributed pursuant to further order of this Court.[6]

26. While the Receiver believes that the Proposed Settlement Agreement advances the interests of the Receivership Estate, there is one provision of the Agreement that requires particular attention. Section 6(b) provides for indemnification of Capio Acquisitions, Capio Master Servicing, LLC and CP Medical by Mr. Churchville, ClearPath Wealth Management, LLC and HCR Value Fund for claims "related to the: (a) inaccuracy of any of such indemnitors' representations or warranties contained in this Termination Agreement; or (b) default or nonfulfillment of any of such indemnitors' obligations contained in this Termination Agreement." Capio Acquisitions, Capio Master Servicing, LLC and CP Medical undertake no corresponding duty to indemnify Mr. Churchville, ClearPath Wealth Management, LLC or HCR Value Fund. Furthermore, in Section 4(a) of the Proposed Settlement Agreement, the Receiver purportedly represents that the parties are solvent. Obviously, to the extent that this representation is intended to apply to Mr. Churchville and/or ClearPath Wealth Management, LLC, the Receiver cannot make that representation.

27. The Receiver interprets the Court's July 30, 2015 Order Appointing Receiver as well as the July 30, 2015 Order Concerning HCR Value Fund, L.P. (Document #17), as requiring the Receiver to seek the Court's approval prior to binding any of the Receivership Defendants to the duty described in Paragraph Twenty-Six above.

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[6] For the scenarios presented in Paragraphs Nineteen through Twenty-Five, the settlement distributions for HCR Value Fund GP, LLC, for Series B, have been calculated as follows:

| **No Offsets Permitted:** | |
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| Total Distribution: | $5,855,428 |
| HCR 1.25% (less expenses): | $65,104 |
| HCR 20% Carried Interest: | $502,086 |
| Expense Reserve | $(20,000) |
| Management Fee: | $125,000 |
| Additional Expenses: | $0 |
| ***Total***: | $692,190 |

| **Offsets Permitted** | |
|---|---|
| Total Distribution: | $5,855,428 |
| HCR 1.25% (less expenses): | $66,704 |
| HCR 20% Carried Interest: | $534,086 |
| Expense Reserve | $(20,000) |
| Management Fee: | $125,000 |
| Additional Expenses: | ($160,000)* |
| ***Total***: | $565,790 |

* This $160,000 is comprised of the $140,000 in Acrewood Parties' legal fees plus the $20,000 Fox Chase Bank fee.

**WHEREFORE**, pursuant to Sections 7C and 7K of the Court's July 30, 2015 Order Appointing Receiver (Document #16),[7] your Receiver respectfully requests the authority to execute the Proposed Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement and to bind Patrick Churchville and ClearPath Wealth Management, LCC to the terms thereof.

Respectfully submitted,

/s/ Stephen F. Del Sesto, Receiver
Stephen F. Del Sesto, Esq. (Bar #6336)
*Receiver for Patrick Churchville, ClearPath Wealth Management, LLC, ClearPath Multi-Strategy Fund I, L.P., ClearPath Multi-Strategy Fund II, L.P., and ClearPath Multi-Strategy Fund III, L.P. and not individually*
Donoghue Barrett & Singal, P.C.
One Cedar Street, Suite 300
Providence, RI 02903
401-454-0400
401-454-0404 Fax
sdelsesto@dbslawfirm.com
Dated: October 28, 2015

**CERTIFICATE OF SERVICE**

I, Stephen F. Del Sesto, hereby certify that I filed the within document on the 28th day of October, 2015, and that notice will be sent electronically to all counsel who are registered participants identified on the Mailing Information for Case No. 15-cv-00191-S-LDA.

/s/ Stephen F. Del Sesto

[7] Section 7C of the Court's July 30, 2015 Order Appointing Receiver provides that "[s]ubject to the specific provisions in Sections III through XIV, below, the Receiver shall have the following general powers and duties: To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court."

**SETTLEMENT AGREEMENT AND TERMINATION OF THE OPERATING AGREEMENT, THE JOINT INVESTMENT AGREEMENT AND THE SERVICING AGREEMENT**

This Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement, as those agreements are defined below (this "**Termination Agreement**"), is made effective as of this ___ day of October 2015 (the "**Effective Date**"), by and among HCR Value Fund, L.P., a Delaware limited partnership (the "**Economic Interest Owner**"), Acrewood 2013, L.P., a Delaware limited partnership ("**Acrewood 2013**"), Acrewood 2014, L.P., a Delaware limited partnership ("**Acrewood 2014**"), Acrewood Holdings, LLC, a Delaware limited liability company ("**Acrewood Holdings**"), Acrewood HCR GP, L.P., a Delaware limited partnership ("**Acrewood GP**"), Capio Acquisitions VII, LLC, a Nevada limited liability company (the "**Capio Member**"), CP Medical, LLC, a Nevada limited liability company (the "**Company**"), Capio Master Servicing, LLC, a Nevada limited liability company ("**Capio Servicing**"), and Stephen Del Sesto, Esq., as the Court appointed Receiver for both Patrick Churchville, an individual residing in Rhode Island ("**Churchville**"), and ClearPath Wealth Management, LLC, a Rhode Island limited liability company ("**ClearPath**") (the foregoing individuals and entities are each a "Party" and collectively referred to herein as the "**Parties**"). The Company, Capio Servicing and the Capio Member are collectively referred to herein as the "**Capio Parties**." Acrewood 2013, Acrewood 2014, Acrewood GP, and Acrewood Holdings are collectively referred to herein as the "**Acrewood Parties**." Churchville and ClearPath are collectively referred to herein as the "**ClearPath Parties**."

WHEREAS the Economic Interest Owner, the Capio Member and the Company are parties to an Operating Agreement effective as of August 17, 2012, as amended (the "**Operating Agreement**"); and

WHEREAS the Economic Interest Owner, the Capio Member and the Company are parties to a Joint Contribution and Subscription Agreement effective as of August 17, 2012, as amended (the "**Joint Investment Agreement**"); and

WHEREAS the Company and Capio Servicing are parties to a Servicing Agreement effective as of August 17, 2012, as amended (the "**Servicing Agreement**"); and

WHEREAS one or more of the Acrewood Parties are investors in and limited partners of the Economic Interest Owner; and

WHEREAS a Complaint was filed on or about May 7, 2015, against the ClearPath Parties by the U.S. Securities and Exchange Commission in the United States District Court for the District of Rhode Island (the "**Court**"), Civil Action No. 15-cv-00191-S-LDA (the "**SEC Action**"), and following the filing of the SEC Action, the Court entered orders on June 2, 2015, and on July 30, 2015 (the "**Orders**"), which, among other things, froze all assets of the ClearPath Parties and appointed Stephen F. Del Sesto, Esq. of Donoghue, Barrett & Singal as the receiver for the ClearPath Parties and their Affiliates (the "**Receiver**"); and

WHEREAS the Economic Interest Owner is a series limited partnership with two series – Series A ("**Series A**") and Series B ("**Series B**") – and Series A has a bank account at Fox Chase Bank with account number ending x5039 ("**Series A Account**") and Series B has a bank account at Fox Chase Bank with account number ending x9361 ("**Series B Account**"); and

WHEREAS pursuant to an Agreement Regarding Continuing Operations and an Amendment No. 1 to the HCR Value Fund, L.P. Limited Partnership Agreement ("**HCRVF Partnership Agreement**"), Acrewood GP is the general partner of Series B of the Economic Interest Owner, and has the powers and management authority granted to the general partner of the Economic Interest Owner in the HCRVF Partnership Agreement with respect to Series B; and

WHEREAS Section 6.9(a) of the Operating Agreement provides that the Company, with certain exceptions, has an exclusive right of first refusal ("**Company Right of First Refusal**") to purchase any Receivables Pool proposed to be purchased by the Manager or an Affiliate of the Capio Member; and

WHEREAS the Company Right of First Refusal terminates pursuant to Section 6.9(c) of the Operating Agreement in the case of one or more of several events listed in that section; and

WHEREAS the Capio Member claims that the Company Right of First Refusal terminated on or about May 19, 2015, as a result of the Economic Interest Owner's alleged failure to fund the Total Acquisition Cost in order to close the acquisition of one or more Receivables Pools (the "**Alleged Default**"); and

WHEREAS the Acrewood Parties and the Economic Interest Owner dispute that (i) any capital call was made that required the Economic Interest Owner to fund the Total Acquisition Cost of any receivables, and (ii) any termination of the Company Right of First Refusal has occurred; and

WHEREAS the Capio Member is in possession of monies that the Economic Interest Owner alleges should be distributed by the Company to the Economic Interest Owner pursuant to Section 4 and Exhibits C-1 and C-2 of the Operating Agreement, and the Capio Member contends that all calculations of distributions under Section 4 of the Operating Agreement to date have been correct because the Alleged Default occurred and therefore distributions by the Company should be made in accordance with Exhibits D-1 and D-2 of the Operating Agreement, instead of Exhibits C-1 and C-2; and

WHEREAS the Economic Interest Owner and the Capio Member had previously amended the Operating Agreement to provide that the Capio Member would, under certain circumstances, acquire all of the Economic Interest Owner's right, title and interest in and to the payment and distribution, pursuant to Section 4 of the Operating Agreement, of Gross Receipts of the Company (the "**Payment and Distribution Rights**") with respect to one or more Receivables Pools and, on several occasions, commencing on March 31, 2014, the Economic Interest Owner has sold to the Capio Member its right, title and interest to various Receivables Pools; and

WHEREAS the Economic Interest Owner desires that the Capio Member purchase the Payment and Distribution Rights to all of the remaining Receivables Pools in which the Economic Interest Owner has any right, title or interest, and the Parties desire to settle all disputes and claims between and among them; and

WHEREAS the Parties desire to terminate the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement, such that the Economic Interest Owner, the ClearPath Parties and the Acrewood Parties shall have no further right, title or interest in the Company or the Payment and Distribution Rights in any of the Company's Receivables Pools, or in connection with any future Receivables Pools or economic opportunities sourced by the Capio Parties or any of the Capio Parties' Affiliates, except as specifically provided herein; and

WHEREAS the Parties acknowledge that this Termination Agreement and the transactions contemplated herein must be reviewed and approved by the Receiver, and, if the Receiver so requires, by the Court;

NOW THEREFORE, in consideration of the legal obligations and promises contained herein, which consideration is acknowledged by the Parties hereto, the Parties agree as follows:

1. **Definitions**. Capitalized terms used in this Termination Agreement that are not defined herein shall have the meanings set forth in the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement.

"**Approval Date**" means the date on which the Receiver executes this Termination Agreement or, if the Receiver determines that Court Approval is required, the date on which the Court enters the order on the public docket providing Court Approval.

"**Acquisition Cost**" means (a) reasonable due diligence fees and expenses and transaction closing costs of the Company or the Capio Member and the Capio Member's Affiliates who incurred such fees, expenses, and costs in connection with the investment, and (ii) sales commission due to third parties that are not Affiliates of the Capio Member or to an employee of a Capio Member Affiliate in connection with the investment.

"**Affiliates**" means with respect to any Person, (a) any Person directly or indirectly controlling, controlled by or under common control with such Person, (b) any officer, director, or employee of such Person, or (c) any Person who is an officer, director, or employee of any Person described in clause (a) of this definition.

"**Entity**" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

"**Gross Receipts**" means all amounts received by the Company with respect to the Receivables and Receivables Pools, including, without limitation, the net proceeds from the sale

of a Receivables Pool or any portion thereof, and repayments of the Purchase Price for any Receivables by Receivables sellers.

"**Manager**" means the Person or Persons appointed or elected to manage the affairs of the Company.

"**Person**" means any individual or Entity.

"**Purchase Price**" means with respect to any Receivables Pool, the price paid by the Company to the seller for such Receivables Pool.

"**Receivables**" means patient healthcare accounts receivables owned or originated by hospitals and other healthcare or health related transportation providers.

"**Receivables Pool**" means a portfolio or pool of Receivables.

"**Total Acquisition Cost**" means the sum of the total Purchase Price of a Receivables Pool plus the Acquisition Cost related to that Receivables Pool.

2. **Payments**. In consideration of the payment on or before the second (2nd) Business Day following the Approval Date to the Economic Interest Owner by the Capio Member or an Affiliate of the Capio Member of the Residual Buyout Pools Payments listed on **Schedule A**, the Economic Interest Owner, the ClearPath Parties, the Acrewood Parties, and their Affiliates and all of their respective shareholders, members, partners, equity rights holders, managers, directors, officers, employees, representatives and agents, and their successors and assigns, hereby relinquish to the Capio Member all right, title and interest in and to (a) the Payment and Distribution Rights to all Receivables Pools including, without limitation, those Receivables Pools that the Capio Member and/or any of its Affiliates may but have not already purchased, including without limitation the Receivables Pools identified on **Schedule B** attached hereto (the "**Residual Buyout Pools**"), and (b) all other rights which the foregoing parties may have in the Capio Parties and their Affiliates, including, without limitation, any rights contained in the Operating Agreement, the Joint Investment Agreement, and the Servicing Agreement. As of the Effective Date and upon the receipt of the Residual Buyout Pools Payments, the Economic Interest Owner, the ClearPath Parties, the Acrewood Parties, and their Affiliates shall have no further rights relating to the Residual Buyout Pools, including, but not limited to, rights (a) to payments or distributions of Gross Receipts relating to the Residual Buyout Pools, (b) under the Operating Agreement, Joint Investment Agreement or the Servicing Agreement, or (c) otherwise to the Capio Parties or the Capio Parties' Affiliates. Without limiting the foregoing sentence, the parties acknowledge and agree that all of the Capio Parties' obligations contained in the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement shall terminate as of the Effective Date upon receipt of (a) the Residual Buyout Pools Payments, (b) all parties' signatures hereto, and (c) if the Receiver requires it, Court Approval.

3. **Court Approval**. If the Receiver determines that Court approval is required for the Receiver's execution of this Termination Agreement, then the Receiver shall apply promptly to the Court for an order approving this Termination Agreement. Such order shall be in form and

substance reasonably satisfactory to all Parties. The effectiveness of this Termination Agreement and the Parties' rights and obligations contained herein are conditioned upon such order being issued by the Court ("**Court Approval**"). All Parties shall make commercially reasonable efforts to obtain such Court Approval as expeditiously as reasonably possible.

4. **Representations and Warranties.**

a. Each of the Capio Parties, the Economic Interest Owner, the Acrewood Parties, and the Receiver represents and warrants as to itself and not as to any other Party (except Economic Interest Owner and Acrewood Parties represent and warrant, jointly and severally as to Series B):

i. The execution, delivery, and performance of this Termination Agreement have been duly authorized by all necessary Persons acting on behalf of such Party.

ii. The execution, delivery, and performance by such Party of this Termination Agreement does not and will not: (A) violate any provision of federal, state, or local law or regulation applicable to such Party, the Governing Documents of such Party, or any order, judgment, or decree of any court or other governmental authority binding on such Party; (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation of such Party; or (C) require any approval or consent of any Person, other than consents or approvals that have been obtained, or are contemplated by this Termination Agreement, and that are still in force and effect. For purposes of this paragraph, "**Governing Documents**" means, with respect to any Party, the certificate or articles of incorporation, formation or organization, bylaws, partnership agreement, operating or limited liability company agreement, or other organizational documents of such Party.

iii. This Termination Agreement, and all other documents contemplated hereby, when executed and delivered by such Party will impose legally valid and binding obligations on such Party, which are enforceable against such Party.

iv. Such Party is solvent.

v. No transfer of property is being made by such Party and no obligation is being incurred by such Party in connection with the transactions contemplated by this Termination Agreement with the intent to hinder, delay, or defraud either present or future creditors of such Party.

b. Each of the Acrewood Parties and Economic Interest Owner jointly and severally represents and warrants that, as of the Effective Date, the Acrewood Parties own 98.75% of the limited partnership interests in Series B and that Acrewood GP is the general partner of Series B with full authority to enter into, deliver, and perform this Termination Agreement on behalf of Series B and neither of the ClearPath Parties has any management or other authority with respect to Series B.

c. The Receiver hereby confirms and represents and warrants that he has the authority, pursuant to the Orders, to execute and deliver this Termination Agreement on behalf of the ClearPath Parties, including as general partner of Series A, and that such execution shall render this Termination Agreement binding upon each of the ClearPath Parties and Series A.

5. **Release and Covenant Not to Sue**.

a. Each of the Economic Interest Owner, the Acrewood Parties, and the Receiver on behalf of the ClearPath Parties, hereby releases any and all claims they or any of their respective Affiliates or successors and assigns have or may now or in the future have against the Capio Parties and their respective Affiliates, members, managers, shareholders, directors, officers, employees, representatives and agents and their respective successors and assigns (the "**Capio Released Parties**") arising out of the Operating Agreement, the Joint Investment Agreement, the Servicing Agreement or this Termination Agreement, or relating in any way to the Capio Parties or their business relationship with the Capio Parties, other than such claims as the Economic Interest Owner, the Acrewood Parties, the Receiver or the ClearPath Parties may have pursuant to this Termination Agreement.

b. The Capio Parties hereby release any and all claims they or any of their respective Affiliates or successors and assigns have or may now or in the future have against the Economic Interest Owner, the Acrewood Parties, the Receiver and/or the ClearPath Parties and their respective Affiliates, members, managers, shareholders, directors, officers, employees, representatives and agents and their respective successors and assigns (the "**Acrewood Released Parties**"), arising out of the Operating Agreement, the Joint Investment Agreement, the Servicing Agreement or this Termination Agreement, or relating in any way to the Economic Interest Owner, the Acrewood Parties, the Receiver, or the ClearPath Parties, or the Capio Parties' business relationship with those Parties, other than such claims as the Capio Parties may have pursuant to this Termination Agreement.

6. **Indemnification**.

a. The prevailing Party in any dispute arising from or in connection with this Termination Agreement shall be entitled to all costs and expenses (including reasonable attorneys' fees).

b. The Economic Interest Owner and the ClearPath Parties, jointly and severally, hereby agree to indemnify and pay or defend and hold harmless, to the fullest extent permitted by applicable law, the Capio Released Parties from and against any and all claims, demands, suits, actions, investigations, liabilities, costs, penalties, and damages (collectively, "**Claims**"), and all reasonable fees and disbursements of attorneys, experts and consultants and other reasonable costs and expenses (collectively, "**Expenses**") actually incurred in connection with any Claims or with the enforcement of this indemnification, provided that such Claims or Expenses are a result of or related to the: (a) inaccuracy of any of such indemnitors' representations or warranties contained in this Termination Agreement; or (b) default or nonfulfillment of any of such indemnitors' obligations contained in this Termination Agreement.

c. The Capio Parties, jointly and severally, hereby agree to indemnify and pay or defend and hold harmless, to the fullest extent permitted by applicable law, the Acrewood Released Parties from and against any and all Claims, and all Expenses actually incurred in connection with any Claims or the enforcement of this indemnification, provided that such Claims or Expenses are a result of the: (a) inaccuracy of any of such indemnitors' representations or warranties contained in this Termination Agreement; or (b) default or nonfulfillment of any of such indemnitors' obligations contained in this Termination Agreement.

d. The Acrewood Parties, jointly and severally, hereby agree to indemnify and pay or defend and hold harmless, to the fullest extent permitted by applicable law, the Capio Released Parties from and against any and all Claims, and all Expenses actually incurred in connection with any Claims or the enforcement of this indemnification, provided that such Claims or Expenses are a result of the: (a) inaccuracy of any of the Acrewood Parties' representations or warranties contained in this Termination Agreement; or (b) default or nonfulfillment of any of the Acrewood Parties' obligations contained in this Termination Agreement.

e. In no event shall any party be responsible for consequential or punitive damages or for lost profits by reason of the foregoing indemnity.

7. **Confidentiality**.

a. **Confidential Information.** The Economic Interest Owner, on behalf of itself and its Affiliates but excluding the Acrewood Parties (the "**Economic Interest Owner Parties**"), and the Acrewood Parties, on behalf of themselves, acknowledge and agree that the Capio Member and each of the Capio Member's Affiliates (the "**Capio Member Parties**") have developed or are owners of unique, proprietary and confidential information, intellectual property, formulae, methodology and processes for the evaluation, pricing, acquisition and servicing of receivables and related pools of receivables ("**Capio Business Processes**") and proprietary and confidential business and financial information relating directly to the conduct of the business and affairs of the Capio Member Parties and of the Company, including, without limitation, data, databases or information regarding receivables, receivables sellers, debtors or pools of receivables (including, without limitation, Receivables and Receivables Pools owned by Company) or information regarding customers of the Capio Member Parties. Such proprietary and confidential business and financial information may constitute trade secrets under applicable law (collectively, the "**Capio Confidential Information**"). The Economic Interest Owner Parties and the Acrewood Parties acknowledge and agree that the Capio Member Parties own all right, title, and interest in Capio Business Processes and Capio Confidential Information, including, without limitation, any modifications, additions, and improvements. Absent the entering into of the Operating Agreement and the transactions contemplated thereby, the Economic Interest Owner Parties and the Acrewood Parties would not have access to such Capio Business Processes and Capio Confidential Information. The Economic Interest Owner Parties and the Acrewood Parties acknowledge and agree that the Economic Interest Owner Parties and the Acrewood Parties have no right, title or interest in the Capio Business Processes or Capio Confidential Information and the disclosure or improper use of the Capio Business Processes or Capio Confidential Information would cause irreparable harm to the Capio Member Parties. Accordingly, the Economic Interest Owner Parties, on behalf of themselves, and the Acrewood Parties, on behalf of themselves, represent and warrant to the Capio Member Parties that they have not disclosed and have not used except solely on behalf of the Company, and agree that, except as expressly permitted herein, they will not disclose to any Person and will not use except solely on behalf of the Company any of the Capio Business Processes or Capio Confidential Information including, without limitation, any Capio Business Processes and Capio Confidential Information disclosed prior to the date of this Termination Agreement; provided, however, that, except for Capio Confidential Information described in Section 7(b), any Economic Interest Owner Party or Acrewood Party may disclose any such Capio Confidential Information (i) as may be required by any municipal, state,

federal or other regulatory body having or claiming to have jurisdiction over such Person, (ii) in order to comply with any law, order, regulation, regulatory request or ruling applicable to such Person, or (iii) in the event such Person is legally compelled (by interrogatories, requests for information or copies, subpoena, civil investigative demand or similar process) to disclose any such Capio Confidential Information. If any such Person is required to disclose any Capio Business Processes or Capio Confidential Information pursuant to any applicable law, rule or regulation or a subpoena, court order, similar judicial process or regulatory agency rule, such Person will, if legally permitted, promptly notify the Capio Member of any such requirement so that the Company or an Affiliate of the Capio Member, at the Capio Member's sole cost and expense, may seek an appropriate protective order or waive compliance with the provisions of this Termination Agreement. If such order is not obtained, or the Capio Member waives compliance with the provisions of this Termination Agreement, the party will disclose only that portion of Capio Business Processes or Capio Confidential Information which they are legally required to disclose. This Section 7(a) shall be inoperative as to those portions of the Capio Confidential Information which are or become generally available to the public or to any Economic Interest Owner Party or Acrewood Party on a non-confidential basis from a source other than the Capio Member or any Person that has a confidentiality obligation with respect thereto to the Capio Member.

b. **Gramm-Leach-Bliley**. The Economic Interest Owner Parties, on behalf of themselves, and the Acrewood Parties, on behalf of themselves, acknowledge that Capio Confidential Information may include nonpublic personal information (as defined in the Gramm-Leach-Bliley Act, 15 U.S.C. §6809(4)), including, but not limited to: (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with or is a client of the Capio Member Parties, or (iii) an individual's account information (collectively, "**Capio Customer Data**"). The Economic Interest Owner Parties and the Acrewood Parties further acknowledge that Capio Customer Data is subject to the privacy regulations under Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., pursuant to which regulations, and agreements with its clients, the Capio Member Parties are required to obtain certain undertakings from the Economic Interest Owner Parties and/or the Acrewood Parties with regard to the privacy of Capio Customer Data. Therefore, notwithstanding anything to the contrary contained in this Termination Agreement, the Economic Interest Owner Parties, on behalf of themselves, and the Acrewood Parties, on behalf of themselves, agree that: (i) they shall not disclose or use any Capio Customer Data, (ii) they shall not disclose Capio Customer Data to any third party, (iii) they shall maintain information security measures that are effective to protect Capio Customer Data from unauthorized disclosure or

use, and (iv) they shall provide the Capio Member Parties with information regarding such security measures upon the reasonable request of such party and promptly provide the Capio Member Parties with information regarding any failure of such security measures or any security breach related to Capio Customer Data.

c. **Return of Information.** Upon the Company's or the Capio Member Parties' request, the Economic Interest Owner Parties and/or the Acrewood Parties will immediately return to the Company or any of the Capio Member Parties all Capio Business Processes and Capio Confidential Information provided in tangible form, together with all indices, copies, reproductions, summaries or other indicia thereof and all documents prepared by the parties utilizing the Capio Business Processes and the Capio Confidential Information and, to the extent permitted by law, shall destroy or erase all intangible electronics and digital documents. Notwithstanding the foregoing, the Economic Interest Owner Parties and the Acrewood Parties shall be entitled to retain one confidential copy of (1) this Termination Agreement, the Operating Agreement, the Joint Contribution Agreement, the Subscription Agreement and any other agreement to which the Capio Member and any of the Economic Interest Owner Parties or the Acrewood Parties are parties, and (2) any additional information required by law or regulation to be retained, including any information needed by the Economic Interest Owner Parties or the Acrewood Parties to prepare their tax filings. The Economic Interest Owner Parties and the Acrewood Parties may use any such retained confidential copies for the purpose of enforcing their rights under this Termination Agreement.

d. **Relief**. In the event of a breach or threatened breach by any of the Economic Interest Owner Parties or the Acrewood Parties of Sections 7(a), (b) or (c), because of the uncertainty of damages resulting therefrom, the Capio Member or an Affiliate of the Capio Member shall be entitled to an injunction restraining any, some, or all of the Economic Interest Owner Parties or the Acrewood Parties from any such breach or threatened breach. Nothing herein shall be construed as prohibiting the Capio Member or an Affiliate of the Capio Member from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the breaching party.

e. **Economic Interest Owner's Confidentiality**. The Capio Member, on behalf of itself, the Company and each of the Capio Member's Affiliates (the "**Capio Confidentiality Parties**"), acknowledges and agrees that the Economic Interest Owner has certain confidential information regarding investors in the Economic Interest Owner and its Affiliates ("**Investor Information**"). Absent the entering into of the Operating Agreement and the transactions contemplated thereby, the Capio Confidentiality Parties

would not have access to the Investor Information. The Capio Member, on behalf of itself and the Capio Confidentiality Parties, acknowledges and agrees that the Capio Confidentiality Parties have no right, title or interest in the Investor Information and the disclosure of such information would cause irreparable harm to the Economic Interest owner and its Affiliates, and their investors. Accordingly, the Capio Member represents and warrants, on behalf of itself and the Capio Confidentiality Parties, that it has not disclosed and agrees that, except as expressly permitted herein, neither it nor any of its Affiliates will disclose to any Person any of the Investor Information; provided, however, that the Capio Member may disclose any such information described herein: (i) as may be required by any municipal, state, federal or other regulatory body having or claiming to have jurisdiction over such party, (ii) in order to comply with any law, order, regulation, regulatory request or ruling applicable to such party, or (iii) in the event a Capio Confidentiality Party is legally compelled (by interrogatories, requests for information or copies, subpoena, civil investigative demand or similar process) to disclose any such information. If any such Person or any of its agents are required to disclose any Investor Information pursuant to any applicable law, rule or regulation or a subpoena, court order, similar judicial process or regulatory agency rule, such Person will, if legally permitted, promptly notify the Economic Interest Owner of any such requirement so that the Economic Interest Owner, at its sole cost and expense, may seek an appropriate protective order or waive compliance with the provisions of this Termination Agreement. If such order is not obtained, or the Economic Interest Owner waives compliance with the provisions of this Termination Agreement, the party and its agents will disclose only that portion of Investor Information which they are legally required to disclose. This Section 7(e) shall be inoperative as to those portions of the Investor Information which are or become generally available to the public or to the Capio Confidentiality Parties on a non-confidential basis from a source other than the Economic Interest Owner or any Person that has a confidentiality obligation with respect thereto to the Economic Interest Owner.

f. **Gramm-Leach-Bliley**. The Capio Member, on behalf of itself and the Capio Confidentiality Parties, acknowledges that the Investor Information may include nonpublic personal information (as defined in the Gramm-Leach-Bliley Act, 15 U.S.C. § 6809(4)), including, but not limited to: (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with or is a client of the Economic Interest Owner Parties, or (iii) an individual's account information (collectively, "**EIO Customer Data**"). The Capio Member, on behalf of itself and the Capio Confidentiality Parties, further acknowledges that EIO Customer Data is subject to the privacy regulations under Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., pursuant to which regulations, and

agreements with its clients, the Economic Interest Owner Parties are required to obtain certain undertakings from the Capio Member with regard to the privacy of EIO Customer Data. Therefore, notwithstanding anything to the contrary contained in this Termination Agreement, the Capio Member agrees, on behalf of itself and the Capio Confidentiality Parties, that: (i) they shall not disclose or use any EIO Customer Data, (ii) they shall not disclose EIO Customer Data to any third party, (iii) they shall maintain information security measures to protect EIO Customer Data from unauthorized disclosure or use, and (iv) they shall provide the Economic Interest Owner Parties with information regarding such security measures upon the reasonable request of such party and promptly provide the Economic Interest Owner Parties with information regarding any failure of such security measures or any security breach related to EIO Customer Data.

g. **Return of Information**. Upon the Economic Interest Owner's request, the Capio Confidentiality Parties will immediately return to the Economic Interest Owner all Investor Information provided in tangible form, together with all indices, copies, reproductions, summaries or other indicia thereof and all documents prepared by the parties utilizing the Investor Information and, to the extent permitted by law, shall destroy or erase all intangible electronics and digital documents. Notwithstanding the foregoing, the Capio Member shall be entitled to retain one confidential copy of (1) this Termination Agreement, the Operating Agreement, the Joint Contribution Agreement, the Subscription Agreement and any other agreement to which the Economic Interest Owner and the Capio Member are parties, (2) the Investor Information and (3) any additional information required by law or regulation to be retained. The Capio Member may use any such retained confidential copies for the purpose of enforcing its rights under this Termination Agreement.

h. **Relief**. In the event of a breach or threatened breach by any party of Sections 7(e), (f) or (g), because of the uncertainty of damages resulting therefrom, the Economic Interest Owner or any of its Affiliates shall be entitled to an injunction restraining any, some, or all of the Capio Parties from any such breach or threatened breach. Nothing herein shall be construed as prohibiting the Economic Interest Owner or any of its Affiliates from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the breaching party.

8. **General Provisions**.

a. This Termination Agreement shall be governed by and construed under the laws of the State of Nevada (without reference to its conflict of law provisions). Any action brought between the Parties relating to this

Termination Agreement may be brought only in the state or federal courts located in Las Vegas, Nevada, and no other places unless the Parties subject to such action expressly agree in writing to waive this requirement. Each Party hereby consents to the exercise of personal jurisdiction by the state and/or federal courts located in Las Vegas, Nevada, in any action between or among the Parties arising under this Termination Agreement or relating to the subject matter of this Termination Agreement. **EACH OF THE PARTIES HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR OTHER PARTIES ARISING UNDER THIS TERMINATION AGREEMENT OR RELATING TO THE SUBJECT MATTER OF THIS TERMINATION AGREEMENT.**

b. This Termination Agreement may be executed in counterparts. Facsimile or electronically delivered signatures will be deemed original signatures for all purposes. This Termination Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

c. Any modification or amendment to this Termination Agreement will be effective only if in writing and signed by all Parties hereto.

d. Each Party acknowledges that it has had the benefit of counsel in connection with the negotiation, drafting and execution of this Termination Agreement and agrees that in no event shall this Termination Agreement be construed against any drafter. All Parties acknowledge that the firm of Bodker, Ramsey, Andrews, Winograd & Wildstein, a Professional Corporation ("**BRAWW**"), is representing the Capio Member and Capio Servicing and, on the Capio Member's sole behalf, the Company, and hereby consent to any conflict of interest that such representation may pose. Each Party agrees that, in any proceeding arising out of this Agreement it waives the right to object to any such counsel's further representation of its client in such proceeding. In particular, each Party agrees that it will not object to BRAWW representing any Capio Party or any Affiliate thereof in connection with any such proceeding.

e. Each of the Economic Interest Owner, the ClearPath Parties, the Capio Parties, and the Acrewood Parties does hereby covenant and agree on behalf of itself and its Affiliates, and their respective successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements, and to take such other actions as may be required by law or as may be reasonably necessary to effectively carry out the purposes of this Termination Agreement.

f. The representations, warranties and covenants contained Sections 4, 5, 6, 7 and 8(e) above shall survive the Effective Date and the transactions and payments contemplated herein.

g. Any notice, consent, demand or communication required by or permitted to be given by any provision of this Termination Agreement shall be in writing and shall be (a) delivered personally to the Party or to an officer, manager or general partner of a Party to whom the same is directed, or (b) sent by facsimile, electronic mail, overnight delivery or mail or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

Economic Interest Owner:

Donoghue, Barrett & Singal
One Cedar Street
Suite 300
Providence, RI 02903
Attn: Stephen F. Del Sesto

with a copy to:

40 Morris Avenue, Suite 230
Bryn Mawr, PA 19010
Attention: Acrewood

Capio Parties:

1745 North Brown Road, Ste. 450
Lawrenceville, GA 30043
Attention: CEO

with copies to:

Bodker, Ramsey, Andrews Winograd & Wildstein
Suite 1400, One Securities Centre
3490 Piedmont Rd NE
Atlanta, GA 30305-4808
Attention: Brian Bodker

Mitchell D. Bluhm & Associates, LLC
425 Gunston Hall Drive
Alpharetta, Georgia 30004-7504
Attention: Mitchell Bluhm

Churchville Parties:

Donoghue, Barrett & Singal
One Cedar Street
Suite 300
Providence, RI 02903
Attn: Stephen F. Del Sesto

Acrewood Parties:

40 Morris Avenue, Suite 230
Bryn Mawr, PA 19010
Attention: Acrewood

with a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: David A. Kotler

h. Except as otherwise provided herein, this Termination Agreement shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, successors and assigns. Except for a Party's Affiliates or related persons described in the relevant provisions contained in this Termination Agreement, nothing contained in this Termination Agreement, express or implied, is intended to or shall confer upon any person, other than the Parties hereto and their respective successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Termination Agreement.

i. If any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect or for any reason, then the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions hereof, shall not be in any way impaired or affected, it being intended that all of the Parties' rights and privileges shall be enforceable to the fullest extent permitted by law. If any provision of this Termination Agreement is determined by any court having jurisdiction to be illegal or in conflict with the laws of any state or applicable jurisdiction, then the Parties agree that they will negotiate in good faith to modify such provision to the extent legally possibly so that the intent of this Termination Agreement may be legally carried out.

j. In the event the Court Approval is not obtained on or before March 31, 2016, then this Termination Agreement, including the releases and indemnification covenants set forth in Sections 5 and 6, shall be null and

void and the Parties shall continue to operate under the terms and conditions set out in the Operating Agreement, Joint Investment Agreement, Confidentiality Agreement and Servicing Agreement as previously executed and amended, subject to the provisions of the Orders entered by the Court. In such event, either party shall be free to pursue any Claims it may have against any other Party.

[*SIGNATURES CONTAINED ON FOLLOWING PAGE*]

**EXECUTION COPY**

IN WITNESS WHEREOF, the undersigned have caused this Termination Agreement to be executed as of this ___ day of October 2015.

**HCR VALUE FUND, L.P. – SERIES A**

By: HCR Value Fund GP LLC,
its general partner

By: ClearPath Wealth Management, LLC, its managing member

By: Stephen Del Sesto, Esq.

By:_____
Receiver

**CP MEDICAL, LLC**

By: Capio Acquisition VII, LLC,
its Manager

By: Capio Asset Holdings, LLC,
its Manager

By: _____
Mark V. Detrick, CEO

**ACREWOOD 2013, L.P.**

By: Acrewood Investment Management, L.P., its General Partner

By: Acrewood GP, LLC, its General Partner

By_____
Stephen Chang, Managing Member

**HCR VALUE FUND, L.P. – SERIES B**

By: Acrewood HCR GP, LP,
its general partner

By: Acrewood Investment Management, LP

By: Acrewood GP, LLC

By:_____
Stephen Chang, Managing Member

**ACREWOOD HCR GP, LP**

By: Acrewood Investment Management, L.P., its General Partner

By: Acrewood GP, LLC, its General Partner

By_____
Stephen Chang, Managing Member

**RECEIVER**

_____
Stephen Del Sesto, Esq.

**EXECUTION COPY**

**ACREWOOD 2014, L. P.**

By: Acrewood Investment Management, L.P., its General Partner

By: Acrewood GP, LLC, its General Partner

By_____
Stephen Chang, Managing Member

**ACREWOOD HOLDINGS, LLC**

By_____
Stephen Chang, Managing Member

_____
Patrick Churchville, Individually

**CLEARPATH WEALTH MANAGEMENT, LLC**

By_____
[Patrick Churchville, Manager]

Approved this ___ day of _____ 2015:

By:_____
Stephen F. Del Sesto, Esq.

Receiver for ClearPath Wealth Management, LLC and Patrick Churchville

# Schedule A – Residual Buyout Pools Payments

| Approval Date | Series A | Series B |
|---|---|---|
| On or prior to October 10, 2015 | $184,517 | $3,417,095 |
| After October 10, 2015, but on or prior to November 10, 2015 | $185,317 less Gross Receipts Distributions made with respect to Series A from September 30, 2015, to October 31, 2015 | $3,483,148 less Gross Receipts Distributions made with respect to Series B from September 30, 2015, to October 31, 2015 |
| After November 10, 2015, but on or prior to December 10, 2015 | $186,105 less Gross Receipts Distributions made with respect to Series A from September 30, 2015, to November 30, 2015 | $3,561,045 less Gross Receipts Distributions made with respect to Series B from September 30, 2015, to November 30, 2015 |
| After December 10, 2015, but on or prior to January 10, 2016 | $186,855 less Gross Receipts Distributions made with respect to Series A from September 30, 2015, to December 31, 2015 | $3,632,309 less Gross Receipts Distributions made with respect to Series B from September 30, 2015, to December 31, 2015 |
| After January 10, 2016, but on or prior to February 10, 2016 | $187,573 less Gross Receipts Distributions made with respect to Series A from September 30, 2015, to January 31, 2016 | $3,696,270 less Gross Receipts Distributions made with respect to Series B from September 30, 2015, to January 31, 2016 |
| After February 10, 2016, but on or prior to March 10, 2016 | $188,260 less Gross Receipts Distributions made with respect to Series A from September 30, 2015, to February 29, 2016 | $3,768,205 less Gross Receipts Distributions made with respect to Series B from September 30, 2015, to February 29, 2016 |
| After March 10, 2016, but on or prior to March 31, 2016 | $188,915 less Gross Receipts Distributions made with respect to Series A from September 30, 2015, to March 31, 2016 | $3,847,748 less Gross Receipts Distributions made with respect to Series B from September 30, 2015, to March 31, 2016 |

"**Gross Receipts Distributions**" means amounts paid to the Economic Interest Owner with respect to the Payment and Distribution Rights.

# Schedule B – Residual Buyout Pools

[TO BE ATTACHED]