

ISSUER AGREES, AND THE HOLDER BY ITS ACCEPTANCE OF THIS NOTE AGREES, THAT THE PAYMENT OF THIS NOTE IS HEREBY EXPRESSLY MADE SUBORDINATE AND JUNIOR IN RIGHT OF PAYMENT TO THE PRIOR PAYMENT IN FULL OF ALL AMOUNTS OUTSTANDING UNDER THE SENIOR CREDIT AGREEMENT (AS DEFINED IN THE SUBORDINATION ADDENDUM) ON THE TERMS AND SUBJECT TO THE CONDITIONS OF THE SUBORDINATION ADDENDUM ATTACHED HERETO AND MADE PART HEREOF.

**SUBORDINATED PROMISSORY NOTE
(Series A)**

Dated as of _____, 2017

FOR VALUE RECEIVED, the undersigned (the “Issuer”) hereby promises to pay to the Administrative Agent (as defined below) for the account of and distribution to each person set forth on Annex A hereto and/or such person’s respective registered assigns (each, a “Holder”), the principal amount set forth on Annex A hereto opposite the name of such Holder (or in the applicable Assignment (defined below) to which such Holder is a party) in lawful money of the United States of America, subject to adjustment as provided herein (as so adjusted from time to time, the “Adjusted Principal Amount”), together with interest accruing thereon on the terms and conditions set forth herein.

This promissory note (this “Note”) has been issued pursuant to the Agreement and Plan of Merger, dated as of November 24, 2016 (as the same may be amended from time to time, the “Merger Agreement”), among CC Capital Management, LLC, Orion Healthcorp, Inc., CHT Holdco, LLC, CHT Mergersub, Inc. and Constellation Healthcare Technologies, Inc., for the benefit of each Holder, and payments and transfers hereunder are being administered by Capita Registrars Limited, in its capacity as administrative agent for the Holders (together with any successors and assigns in such capacity, the “Administrative Agent”). The Issuer has also issued a promissory note (Series B) (the “Other Note”) in favor of certain other holders (each an “Other Holder”), and payments and transfer thereunder are being administered by Capita Registrars Limited, in its capacity as administrative agent for the Other Holders (together with any successors and assigns in such capacity, the “Other Agent”) pursuant to the Merger Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Merger Agreement.

If the date set for payment of principal or interest hereunder is a Saturday, Sunday or legal holiday, then such payment shall be made on the next succeeding business day.

This Note is subject to the following further terms and conditions:

1. Interest; Maturity Date.

(a) Interest. Subject to Section 1(c) hereof, from the date hereof until the Maturity Date, this Note shall bear and accrue interest at the rate of five percent (5%) per annum on the Adjusted Principal Amount outstanding as of each anniversary date of this Note compounded annually (computed on the basis of a 365-day or 366-day year, as applicable). Subject to Section 1(c) hereof, on each anniversary of the date of this Note, all accrued and unpaid interest through such date (to the extent not previously added to the outstanding Adjusted Principal Amount of this Note) shall be added to the outstanding Adjusted Principal Amount of this Note and such Adjusted Principal Amount, as so increased, shall thereafter accrue interest thereon as provided herein. Interest shall accrue at the rate set forth herein, on the outstanding Adjusted Principal Amount hereof, from and after the date of this Note until the entire Adjusted Principal Amount hereof has been paid in full. For the avoidance of doubt and notwithstanding anything else to the contrary, no interest shall accrue or compound hereunder during any part of the term of this Note with respect to any Reduction Amount.

(b) Maturity Date. The Adjusted Principal Amount of this Note, together with all accrued and unpaid interest thereon (to the extent not previously added to the outstanding Adjusted Principal Amount of this Note), shall be due and payable in full on [_____] , 2024¹ (the "Maturity Date"). Upon final payment of all principal of and interest on this Note, this Note shall be cancelled.

(c) Default Rate. Upon the occurrence and during the continuance of any Event of Default (as defined below), then the interest rate set forth in Section 1(a) shall be increased by two percent (2%) per annum from the date of such occurrence and during such continuance.

2. Payment and Prepayment.

(a) Register. The Administrative Agent shall maintain a register (the "Register") setting forth the name and address of each Holder and the amounts of principal and interest payable to each such Holder from time to time, and shall promptly update the entries in the Register as necessary to reflect any payments or prepayments under this Note, any adjustments to the principal amount of, or accrued interest on, this Note pursuant to Section 1(a) hereof, and any permitted assignments or transfers of interests in this Note pursuant to Section 6(g) hereof. The Register shall be made reasonably available to the Issuer and to each Holder upon request. The entries in the Register made by the Administrative Agent shall be conclusive and binding on Issuer and each Holder absent manifest error.

(b) Voluntary Prepayment. Issuer may, at its option, at any time following the 6-month anniversary of the date hereof, prepay this Note and the Other Note at par in whole or in part at any time or from time to time without penalty or premium; provided, however, that if less than the entire outstanding principal amount of this Note and the Other Note, together with accrued and unpaid interest hereunder and thereunder is to be paid by any such prepayment, then the aggregate amount of such prepayment shall be allocated between this Note and the Other Note on a pro rata basis, as determined by reference to the aggregate principal amount outstanding under this Note and the Other Note as of such time of prepayment. No election by Issuer to prepay this Note in part shall accelerate or otherwise affect the maturity of any portion

¹ Note to Draft: Maturity Date to be the date seven (7) years after the date of this Note

of this Note in respect of which Issuer has not made a prepayment election. Upon final payment of principal of and interest on this Note, it shall be cancelled.

(c) Application of Payments. The amount of any prepayment under this Section 2 shall be applied to the prepayment first of the accrued and unpaid interest hereon (to the extent not previously added to the outstanding Adjusted Principal Amount of this Note) and then to the unpaid Adjusted Principal Amount hereof.

(d) Original Issue Discount; Tax Withholding.

(i) This Note is being issued with “original issue discount” under Sections 1272 and 1273 of the United States Internal Revenue Code of 1986, as amended (the “Code”). For purposes of those provisions, the “issue price” of this Note with respect to any initial Holder is the amount set forth opposite such Holder’s name on Annex A. Holders who are United States persons or are otherwise subject to U.S. federal income taxation on a net basis with respect to income from this Note and who require further information regarding the issue price, the amount of original issue discount, the issue date and the yield to maturity of this Note in connection with their own tax determinations may contact the Administrative Agent at Capita Registrars Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU for such information.

(ii) Any and all payments by or on account of any obligation of the Issuer under this Note shall be made without deduction or withholding for any taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and pay the amount deducted or withheld to the relevant governmental authority. The amount so deducted and withheld shall be treated as if it had been paid to the relevant Holder for all purposes of this Note.

(e) Tax Forms.

(i) Any Holder that is entitled to an exemption from or reduction of withholding tax with respect to payments made under this Note shall deliver to the Issuer and the Administrative Agent, at the time or times reasonably requested by the Issuer or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Issuer or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Holder shall deliver such other documentation prescribed by applicable law or reasonably requested by the Issuer or the Administrative Agent as will enable the Issuer or the Administrative Agent to determine whether or not such Holder is subject to backup withholding or information reporting requirements.

(ii) Without limiting the generality of the foregoing,

(1) any Holder that is a “United States person” within the meaning of Section 7701(a)(30) of the Code (such person, a “U.S. Person”) shall

deliver to the Issuer and the Administrative Agent on or prior to the date on which such Holder becomes a Holder under this Agreement (and from time to time thereafter upon the reasonable request of the Issuer or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Holder is exempt from U.S. federal backup withholding tax;

(2) any Holder that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Issuer and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Holder becomes a Holder under this Agreement (and from time to time thereafter upon the reasonable request of the Issuer or the Administrative Agent), whichever of the following is applicable:

i. in the case of a Holder that is not a U.S. Person and that is claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under this Note, executed copies of IRS Form W-8BEN-E (or W-8BEN if applicable) establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under this Note, IRS Form W-8BEN-E (or W-8BEN if applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

ii. executed copies of IRS Form W-8ECI;

iii. in the case of a Holder that is not a U.S. Person and that is claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Holder is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Issuer within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN-E (or W-8BEN if applicable); or

iv. to the extent a Holder that is not a U.S. Person is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such Holder is a partnership and one or more direct or indirect partners of such Holder are claiming the portfolio interest exemption, such Holder may provide a U.S. Tax Compliance Certificate on behalf of each such direct and indirect partner;

v. any Holder that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Issuer and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Holder becomes a Holder under this Note (and from time to time thereafter upon the reasonable request of the Issuer or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Issuer or the Administrative Agent to determine the withholding or deduction required to be made; and

(3) if a payment made to a Holder under this Note would be subject to U.S. federal withholding tax imposed by FATCA (as defined below) if such Holder were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Holder shall deliver to the Issuer and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Issuer or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Issuer or the Administrative Agent as may be necessary for the Issuer and the Administrative Agent to comply with their obligations under FATCA and to determine that such Holder has complied with such Holder's obligations under FATCA or to determine the amount to deduct and withhold from such payment. "FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement, any current or future regulations or official interpretations thereof any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of the foregoing, and any law, rule, regulation or official guidance adopted pursuant to any such intergovernmental agreement, in each case, including any amendments made after the date hereof.

(iii) Each Holder agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Issuer and the Administrative Agent in writing of its legal inability to do so.

(f) All Payments. All payments and prepayments of principal of and interest on this Note shall be made to the Administrative Agent, for the account of and distribution to each Holder, pro rata in accordance with the principal amount due to such Holder as set forth in the Register, in lawful money of the United States of America at the address for such Holder included in the Register (or at such other place as such Holder shall notify the Administrative Agent in writing).

3. Representations and Warranties. The Issuer represents and warrants to the Administrative Agent and each Holder for itself and each of its Subsidiaries that:

(a) Corporate Existence and Power. The Issuer and each of its Subsidiaries:

(i) is a corporation, limited liability company or similar organization, as the case may be, duly organized or formed and validly existing and, if applicable in the jurisdiction of its incorporation or formation, in good standing under the laws of the jurisdiction of its incorporation or formation;

(ii) has the power and authority and all governmental licenses, authorizations, consents and approvals (A) to own its assets and to carry on its business and (B) to execute, deliver and perform its obligations under this Note;

(iii) is duly qualified as a foreign corporation and is licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification or license; and

(iv) is in compliance with all laws (statutory or common), treaties, rules or regulations or determinations of an arbitrator or of a governmental authority, in each case applicable to or binding upon the Issuer or its Subsidiaries or any of their property or to which the Issuer or its Subsidiaries or any of its property is subject (a “Requirement of Law”);

except, in each case referred to in subclause (ii)(A), clause (iii), or clause (iv), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect (as defined below). For the purposes of this Note, “Material Adverse Effect” shall mean: (i) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), or financial condition of the Issuer and its Subsidiaries taken as a whole; (ii) a material impairment of the ability of the Issuer or its Subsidiaries, as applicable, to perform its obligations under the Note; or (iii) a material adverse effect upon the legality, validity, binding effect or enforceability against any the Issuer of the Note.

(b) Corporate Authorization; No Contravention. The execution, delivery and performance by the Issuer of this Note has been duly authorized by all necessary corporate action, and does not and will not in any material respect:

(i) contravene the terms of any of its organizational documents;

(ii) conflict with or result in any breach or contravention of any document evidencing any contractual obligation to which the Issuer or any of its Subsidiaries is a party or any order, injunction, writ or decree of any governmental authority to which the Issuer or any of its Subsidiaries or any of its or their property is subject; or

(iii) violate any Requirement of Law.

(c) Governmental Authorization. No material approval, consent, exemption, authorization or other action by, or notice to, or filing with, any governmental authority is

necessary or required as a condition to the execution, delivery or performance by, or enforcement against, the Issuer of this Note.

(d) Binding Effect. This Note constitutes the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

(e) Litigation. There are no material actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Issuer after reasonable investigation, threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Issuer or any of its Subsidiaries that purport to affect or pertain to this Note, or any of the transactions contemplated hereby.

4. Events of Default. Upon the occurrence of any of the following events ("Events of Default"):

(a) failure to pay any principal of this Note when due;

(b) the Senior Creditor under any Senior Indebtedness shall have exercised its rights under such Senior Indebtedness to declare all amounts thereunder to be due and payable and such declaration shall not have been rescinded by such Senior Creditor within 30 days of such declaration;

(c) the institution of any proceeding by or against Issuer seeking to adjudicate Issuer as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of Issuer or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for Issuer or for any substantial part of its property and, in the case of any such proceeding instituted against Issuer (but not instituted by Issuer) that is being diligently contested by Issuer in good faith, either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the substantial remedies sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for Issuer or any substantial part of its property) shall occur; or

(d) any sale or transfer by the Issuer or any of its Subsidiaries of all or substantially all of the assets of Issuer and its Subsidiaries on a consolidated basis to any buyer or transferee (other than the Issuer or another Subsidiary), unless such buyer or transferee of such assets assumes in writing the obligations of the Issuer under this Note (it being understood, for the avoidance of doubt, that no such assumption shall relieve the Issuer of any of its obligations under this Note);

then, and in any such event, Holders holding a majority of the outstanding Adjusted Principal Amount of this Note may declare, by written notice of default given to Issuer, the entire Adjusted Principal Amount of this Note to be forthwith due and payable; provided, however, that upon the occurrence of any event described in clause (c) of this sentence, the entire Adjusted Principal Amount of this Note shall be immediately due and payable without notice or any other action by

the Administrative Agent or any Holders of this Note; whereupon in either case the entire Adjusted Principal Amount of this Note outstanding and any accrued and unpaid interest hereunder (to the extent not previously added to the outstanding Adjusted Principal Amount of this Note) shall become due and payable without presentment, demand, protest, notice of dishonor and all other demands and notices of any kind, all of which are hereby expressly waived.

No delay or failure by the Administrative Agent or any Holder of this Note in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Administrative Agent or any Holder hereof of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy.

5. Costs and Expenses. The Issuer shall pay all customary and reasonable documented out-of-pocket expenses incurred by the Administrative Agent in connection with all transactions contemplated by this Note, pursuant to the terms and conditions of any administrative services or other agreement entered into with such Administrative Agent. No Holder shall have any obligation to pay any expenses incurred by the Administrative Agent in connection with the transactions contemplated by this Note.

6. Miscellaneous.

(a) Appointment of Administrative Agent. By accepting any benefit hereof or hereunder, each Holder hereby (i) appoints the Administrative Agent to act as its agent in connection with the administration of this Note, including without limitation, the exercise of remedies and other actions that each Holder may exercise or otherwise take or perform hereunder, (ii) agrees to be bound by the actions the Administrative Agent takes hereunder, including the exercises of any remedies and (iii) agrees that the Administrative Agent shall not have any liability to such Holder for any action taken, or failed to be taken, by the Administrative Agent hereunder.

(b) Amendments and Waivers. The Holders of a majority of the outstanding Adjusted Principal Amount of this Note have the right to grant any waiver, consent to any amendment, and direct the time, method and place of conducting any proceeding for any remedy available to the Holders or exercising any power conferred on the Holders by this Note; provided, however, that no amendment or waiver of any provision of this Note, and no consent with respect to any departure by the Issuer therefrom to do any of the following, shall be effective unless in writing and signed by all Holders and the Issuer, with copy delivered to the Administrative Agent:

(i) postpone any date fixed by this Note for any payment of principal, interest, fees or other amounts due to each Holder hereunder or modify the proviso to the definition of "Senior Indebtedness";

(ii) reduce the principal of, or the rate of interest specified herein on, this Note, or other amounts payable hereunder;

(iii) change any provision of this Section or any other provision hereof specifying the number or percentage of Holders required to amend, waive or otherwise

modify any rights hereunder or make any determination or grant any consent hereunder;
or

(iv) release the Issuer from its obligations under this Note.

(c) Governing Law. This Note shall be governed and construed in accordance with the laws of the State of Delaware applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

(d) Jurisdiction. Issuer, and each Holder, by acceptance of this Note, irrevocably agrees that any legal action or Legal Proceeding with respect to this Note, and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Note, and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Issuer, and each Holder, by acceptance of this Note, hereby irrevocably submits with regard to any such action or Legal Proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Note in any court other than the aforesaid courts. Issuer, and each Holder, by acceptance of this Note, hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or Legal Proceeding with respect to this Note (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 6, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable Law, any claim that (A) the suit, action or Legal Proceeding in such court is brought in an inconvenient forum, (B) the venue of such Legal Proceeding is improper or (C) this Agreement or the subject matter hereof, may not be enforced in or by such courts.

(e) Service of Process. Issuer, and each Holder, by acceptance of this Note, irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 6(d) hereof in any such action or Legal Proceeding by mailing copies thereof by registered United States mail, postage prepaid, return receipt requested, to its address as maintained by Administrative Agent in the Register. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

(f) Waiver of Jury Trial. ISSUER, AND EACH HOLDER, BY ACCEPTANCE OF THIS NOTE, KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WITH AND UPON THE ADVICE OF COMPETENT COUNSEL IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

(g) Assignment and Transfer. Neither this Note nor any of the rights, interests or obligations of Issuer hereunder shall be assigned or transferred by Issuer without the prior written consent of the Holders of a majority of the outstanding Adjusted Principal Amount of this Note; provided, however, that Issuer shall be permitted without any consent to assign its rights, interests and obligations under this Note to any transferee of a material portion of the Issuer's assets, so long as such transferee assumes in writing the obligations of Issuer hereunder (it being understood, for the avoidance of doubt, that no such assumption would relieve the Issuer of any of its obligations under this Note). Neither this Note nor any of the rights, interests or obligations of any Holder hereunder shall be assigned or transferred by any Holder (whether by operation of law or otherwise) without the prior written consent of the Issuer; provided, however, that the consent of the Issuer to any assignment or transfer shall not be unreasonably withheld, conditioned or delayed so long as: (i) the prospective transferor and transferee provide documentation reasonably satisfactory to the Issuer and the Administrative Agent, including the form of Assignment of Promissory Note attached hereto as Exhibit A (each an "Assignment"); (ii) the transferee acknowledges in writing the restrictions under applicable securities laws set forth below; and (iii) such transferee is either (A) an "accredited investor," as such term is defined in Rule 501(a) of Regulation D under the Securities Act or (B) not a "U.S. Person" as defined in Regulation S under the Securities Act. The Administrative Agent, acting solely for this purpose as an agent of the Issuer, shall maintain a copy of each such written consent of the Issuer and shall update the Register as provided in Section 2(a). The entries in the Register shall be conclusive absent manifest error, and the Issuer, the Administrative Agent and the Holders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Holder for all purposes of this Note. The Register shall be available for inspection by the Issuer at any reasonable time and from time to time upon reasonable prior notice. Subject to the provisions of Section 2(a) and the preceding provisions of this Section 6(g), this Note will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

EACH HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT IT IS EITHER (A) AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT) OR (B) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT, (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH INTEREST IN THIS NOTE PRIOR TO THE DATE THAT IS ONE YEAR AFTER THE ORIGINAL ISSUE DATE HEREOF ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (a) OF RULE 501 UNDER THE SECURITIES ACT THAT IS

ACQUIRING AN INTEREST IN THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN “ACCREDITED INVESTOR,” FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM AN INTEREST IN THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND; SUBJECT TO THE ISSUER’S AND THE ADMINISTRATIVE AGENT’S RIGHTS, PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C), (D) OR (E), TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER SATISFACTORY TO THE ISSUER AND THE ADMINISTRATIVE AGENT IS COMPLETED AND DELIVERED BY THE TRANSFEROR.

(h) No Recourse. This Note may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Note or the negotiation, execution or performance of this Note may only be made against the entities that are expressly identified as parties hereto and no past, present or future, direct or indirect, equityholder, controlling person, Affiliate, director, officer, employee, incorporator, member, manager, partner, shareholder, agent, attorney or representative of any party hereto shall have any liability for any obligations or liabilities of the parties to this Note or for any claim based on, in respect of, or by reason of, the Contemplated Transactions; provided, however, that nothing in this Section 6(h) shall be deemed a waiver of any future breach of fiduciary duty claim, if applicable, that may be asserted against a director of Issuer, in such director’s capacity as a director of Issuer.

(i) Headings. The headings contained in this Note are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions hereof.

(j) Severability. If any term, provision, covenant or restriction of this Note is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Note shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(k) Entire Agreement. This Note, and the applicable provisions of the Merger Agreement, constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes all previous arrangements and understandings, oral or written, with respect thereto.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, this Note has been duly executed and delivered by Issuer on the date first above written.

ISSUER:

CHT Mergersub, Inc.

By: _____

Name:

Title:

Annex A

Holder Name/Address:

[_____]

**[Initial][Adjusted] Principal Amount of
Note:**

US \$[_____]

SUBORDINATION ADDENDUM

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, THIS SUBORDINATED PROMISSORY NOTE (SERIES A) (THE “**NOTE**”) SHALL AT ALL TIMES BE WHOLLY SUBORDINATE AND JUNIOR IN RIGHT OF PAYMENT TO ALL SENIOR INDEBTEDNESS TO THE EXTENT AND IN THE MANNER PROVIDED IN THIS ADDENDUM.

1.1 Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Senior Credit Agreement (as defined below). As used in this herein, the following terms shall have the following meanings:

“**Holder**” shall have the meaning ascribed to it in the Note.

“**Issuer**” shall have the meaning ascribed to it in the Note.

“**Paid-in-Full**” or “**Payment-in-Full**” means (i) the payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of an Insolvency Proceeding, whether or not such interest would be allowed or allowable in such proceeding) on all outstanding Indebtedness included in the Senior Indebtedness, (ii) actual payment or, in the case of contingent obligations, cash collateralization in full in cash of all other Senior Indebtedness (including, without duplication of clause (iv) below, Senior Indebtedness arising under Letters of Credit and including indemnification obligations in respect of known contingent obligations and fees, costs or charges accruing on or after the commencement of an Insolvency Proceeding, whether or not such fees, costs or charges would be allowed or allowable in the proceeding) that are due and payable or otherwise accrued and owing at or prior to the time the amounts referenced in clause (i) above are paid (other than contingent indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time), (iii) termination or expiration of all commitments to extend credit that would be Senior Indebtedness (other than pursuant to Secured Cash Management Agreements or Secured Hedge Agreements, in each case as to which satisfactory arrangements have been made with the applicable party in interest), (iv) termination and return for cancellation or cash collateralization (in an amount and manner (including by means of back to back letters of credit) required by the First Lien Loan Documents or otherwise reasonably satisfactory to the First Lien Agent, but in no event greater than 105% of the aggregate undrawn face amount) of all Letters of Credit, and (v) no person has any further right to obtain any loans, Letters of Credit, bankers’ acceptances, or other extensions of credit under the Senior Loan Documents; provided that in no event shall a refinancing or restatement of the Senior Indebtedness constitute Payment-in-Full or Paid-in-Full of such Senior Indebtedness.

“**Senior Agent**” means Bank of America, N.A., in its capacity as administrative agent for the Senior Lenders, and including any permitted successor administrative agent in accordance with the terms of the Senior Credit Agreement.

“Senior Credit Agreement” means that certain Credit Agreement dated as of [_____], by and among, *inter alia*, Issuer, as initial borrower, Orion Healthcorp, Inc., a Delaware corporation, as the borrower after giving effect to the Closing Date Acquisition, the Guarantors party thereto from time to time, the Senior Lenders and the Senior Agent (as amended, restated, refinanced, replaced, increased, supplemented or otherwise modified from time to time in accordance with the terms thereof).

“Senior Creditor” means any holder of all or part of the Senior Indebtedness, including, without limitation, the Senior Lenders and the Senior Agent, and each of their respective successors and assigns in accordance with the terms of the Senior Credit Agreement.

“Senior Default” means an “Event of Default” under and as defined in the Senior Credit Agreement.

“Senior Indebtedness” means all amounts payable by the Loan Parties or any of their respective subsidiaries under the Senior Credit Agreement and the other Senior Loan Documents and any future refinancing or replacement financing, including (i) all Secured Obligations and (ii) any interest, fees, premium, expenses and other charges that accrue before or after any Insolvency Proceeding at the rate provided in the Senior Credit Agreement irrespective of whether such interest, fees, premium, expenses and other charges are allowed or allowable as a claim in any Insolvency Proceeding provided, however, Senior Indebtedness shall not include: (a) the principal amount of any loans under the Senior Loan Documents with a scheduled maturity after the Maturity Date of this Note; and (b) the portion of interest, fees and premium (if any) accruing or otherwise calculated under the Senior Credit Agreement on account of such portion of such loans (if any) described in clause (a) above.

“Senior Lenders” means any of the “Lenders” under and as defined in the Senior Credit Agreement from time to time, and each of their successor and assigns in accordance with the terms of the Senior Credit Agreement.

“Senior Loan Documents” means the Senior Credit Agreement, any Loan Documents, any Secured Hedge Agreement and any Secured Cash Management Agreement, as each such document is amended, restated, refinanced, replaced, increased, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Subordinated Indebtedness” shall mean the obligations evidenced by the Note.

“Subordinated Note Documents” means the Note and all other agreements and instruments (including, without limitation, any guarantees) now or hereafter executed or delivered pursuant thereto or relating to the Subordinated Indebtedness, in each case as such agreements and instruments may be amended (including any amendment and restatement thereof), supplemented, waived or otherwise modified from time to time.

“Subordinated Noteholder” shall mean the Holder under this Note and each of its successors and assigns in accordance with the terms hereof.

1.2 **General.** All Senior Indebtedness shall be Paid-in-Full before any payment, defeasance or distribution is made on account of the Subordinated Indebtedness or to acquire the Subordinated Indebtedness by any Loan Party or any Affiliate of any Loan Party; provided that (i) Issuer may make payments of interest under the Note by payment-in-kind or on an accretion basis (and not made in cash) and (ii) so long as no Senior Default has occurred and is continuing, and so long as no Senior Default will result from the making of any such payments, Issuer may pay, as applicable, and any Subordinated Creditor may accept payment of the principal payment due at or prior to maturity pursuant to the terms of the Note, together with all accrued and unpaid interest thereon (to the extent not paid by payment-in-kind or on an accretion basis). No notice shall be required as a condition to prohibiting the payments of the Subordinated Indebtedness contemplated hereby and the failure to provide such notice shall not limit or affect the rights and obligations of the parties hereto.

1.3 **Limitation on Remedies.** Prior to the Payment-in-Full of all Senior Indebtedness, the Subordinated Noteholder shall not take or continue any action, or exercise or continue to exercise any rights, remedies or powers under the terms of any Subordinated Note Document, or exercise or continue to exercise any other right or remedy at law or equity that such holder might otherwise possess, to collect any amount due and payable in respect of the Subordinated Indebtedness; provided, however, that (i) the Subordinated Noteholder may implement the default rate of interest set forth in this Note and (ii) the Subordinated Noteholder may file a proof of claim pursuant to Section 1.5 hereof and file any necessary or responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims for any of the Subordinated Indebtedness, in each case so long as such filing is in accordance with the terms of this Note.

1.4 **Payments and Distributions Received.** If the Subordinated Noteholder shall have received any payment from or distribution of assets of Issuer or any other Loan Party or any Affiliate of any Loan Party in respect of the Subordinated Indebtedness in contravention of the terms hereof before all Senior Indebtedness is Paid-in-Full, then and in such event such payment or distribution shall be received and held in trust for and shall be promptly paid over or delivered to the Senior Agent to the extent necessary to cause Payment-in-Full of all Senior Indebtedness. In the event of the failure of the Subordinated Noteholder to endorse or assign any such payment, distribution or security, the Senior Agent is hereby irrevocably authorized to endorse or assign the same to or for the benefit of the Senior Creditors.

1.5 **Proofs of Claim.** If the Subordinated Noteholder does not file appropriate proofs of claim in respect of the Subordinated Note Documents prior to fifteen (15) days before the expiration of the time to file claims in an Insolvency Proceeding, then the Senior Agent is hereby irrevocably authorized and empowered (in its own name or otherwise), but shall have no obligation, to file claims and proofs of claim.

1.6 Subrogation. After all amounts payable under or in respect of Senior Indebtedness are Paid-in-Full, the Subordinated Noteholder shall be subrogated to the rights of the Senior Creditors to receive payments or distributions applicable to Senior Indebtedness to the extent that distributions otherwise payable to the Subordinated Noteholder have been applied to the payment of Senior Indebtedness.

1.7 Relative Rights. This Addendum defines the relative rights of the Subordinated Noteholder, on the one hand, and the Senior Creditors, on the other hand. Nothing in this Section shall affect the relative rights of the Subordinated Noteholder and creditors of Issuer or any other Loan Party other than the Senior Creditors.

1.8 Subordination May Not Be Impaired by Issuer. No right of any Senior Creditor to enforce the subordination of the Subordinated Indebtedness or any other obligations evidenced by a Subordinated Note Document shall be impaired by any failure to act by Issuer, any other Loan Party or such Senior Creditor or by the failure of Issuer, any other Loan Party or such Senior Creditor to comply with this Note or the other Subordinated Note Documents. The provisions of this Addendum shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Indebtedness is rescinded or is otherwise returned by any Senior Creditor as a result of the insolvency, bankruptcy or reorganization of Issuer, any Loan Party or any of their respective subsidiaries or Affiliates or otherwise (a “**Recovery**”), all as though such payment had not been made and any payment or distribution received by any Subordinated Noteholder for or on account of the Subordinated Indebtedness after the Payment-in-Full of the Senior Indebtedness and prior to the Recovery, shall be delivered to the Senior Agent.

1.9 Subordination Not Impaired: Benefit of Subordination. The Subordinated Noteholder agrees and consents that without notice to or assent by such Subordinated Noteholder, and without affecting the liabilities and obligations of Issuer and the rights and benefits of the Senior Creditors set forth in this Addendum:

1.9.1 The obligations and liabilities of Issuer, the other Loan Parties and any other party or parties for or upon the Senior Indebtedness may, from time to time, be increased, renewed, refinanced, replaced, extended, modified, amended, restated, compromised, supplemented, terminated, waived or released;

1.9.2 The Senior Creditors, and any representative or representatives acting on behalf thereof, may exercise or refrain from exercising any right, remedy or power granted by or in connection with any agreements relating to the Senior Indebtedness; and

1.9.3 Any balance or balances of funds with any Senior Creditor at any time outstanding to the credit of Issuer or any other Loan Party may, from time to time, in whole or in part, be surrendered or released;

all as the Senior Creditors, and any representative or representatives acting on behalf thereof, may deem advisable, and all without impairing, abridging, diminishing, releasing or affecting the subordination of the Subordinated Indebtedness to the Senior Indebtedness provided for herein.

1.10 Modification; Inducement; Security. The provisions of this Addendum are for the benefit of the Senior Creditors and, prior to Payment-in-Full of the Senior Indebtedness, no Subordinated Note Document may be modified, rescinded or canceled in whole or in part without the prior written consent of the Senior Agent (at the direction of the requisite number of Senior Lenders required under the Senior Credit Agreement); provided, that the Subordinated Note Document may be modified in a manner that is not adverse to the Issuer without the prior written consent of the Senior Agent. Each Senior Creditor is an express third-party beneficiary of the provisions in this Addendum. Each Subordinated Noteholder acknowledges and agrees that the foregoing subordination provisions are a material inducement and a consideration to each Senior Creditor, regardless of when the Senior Indebtedness was created or acquired. Until such time as the Senior Indebtedness has been Paid-in-Full, Subordinated Noteholder shall not ask, demand, accept or receive any guarantee of the Subordinated Indebtedness, any collateral security for the payment of the Subordinated Indebtedness or any other form of payment assurance as to the Subordinated Indebtedness.

[End of Addendum]

[\$•]

[•], 20[___]

ASSIGNMENT OF PROMISSORY NOTE

This ASSIGNMENT is made as of [•] (the “Assignment”), by and between [•] (the “Assignor”) and [•] (the “Assignee”).

WHEREAS, the Assignor is a Holder under and as defined in that certain Subordinated Promissory Note (Series A) dated [•], 2017 (the “Note”), executed by CHT Mergersub, Inc. (the “Issuer”) in favor of the Assignor, certain other Holders identified therein and Capita Registrars Limited, in its capacity as administrative agent for such Holders (in such capacity, the “Administrative Agent”)

WHEREAS, the principal amount of [\$•] is payable to the Assignor on the terms set forth in this Note immediately before giving effect to this Assignment;

WHEREAS, the Note is subordinated in right of payment to certain obligations of the Issuer owed to third parties as more particularly set forth therein;

WHEREAS, pursuant to the terms of the Note, the Note is assignable by the Assignor; and

WHEREAS, the Assignor desires to assign all its right, title, and interest in and to \$[___] principal amount of the Note, together with accrued and unpaid interest thereon to the date noted above not previously added to the principal amount of the Note pursuant to Section 1(a) of the Note (the “Assigned Interest”), unto the Assignee, with payment to be made at the address of the Assignee set forth below, or at such other place as the Assignee may designate in writing.

NOW, THEREFORE, the Assignor does hereby assign, convey, and transfer unto the Assignee all of the Assignor’s right, title, interest, and claim to the Assigned Interest.

ASSIGNOR:

[_____]

By: _____

Name:

Title:

I hereby acknowledge receipt of this Assignment and make the representations of a Holder under the Note.

ASSIGNEE:

[_____]

By: _____

Name:

Title:

Address:

ISSUER:

CHT Mergersub, Inc.

By: _____

Name:

Title: