

RE

06-14-2002
102122709

ACCOMPANYING [REDACTED] DOCUMENT

TO: THE COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON, DC 20231

OFFICE OF PATENT & TRADEMARKS
MAR 13 10 02 AM '02
FRANCE SECTION

Re: Registration Numbers:

6-3-02

- 1,680,681
- 1,629,648
- 1,750,063
- 2,126,709
- 1,826,690
- 1,827,269
- 1,653,278

3-13-02

1. The name of the party conveying the interest is:

Camelot Care Centers, Inc. (Corporation)
620 North Craycroft
Tuscon, AZ 85711
The date of execution was 3/1/02

2. The name and address of the party receiving the interest is:

Petra Mezzanine Fund, L.P., Agent (Limited Partnership)
172 2nd Avenue North
Suite 112
Nashville, TN 37201
The date of execution was 3/1/02

3. The nature of conveyance is: Security Agreement.

4. Each trademark number against which the Trademark Assignment is to be filed is:

Trademark Registration No.(s):

- 1,680,681
- 1,629,648
- 1,750,063
- 2,126,709
- 1,826,690
- 1,827,269
- 1,653,278

03/29/2002 DEBYRNE 00000140 1680681
01 FC:481 40.00 DP
02 FC:482 150.00 DP

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

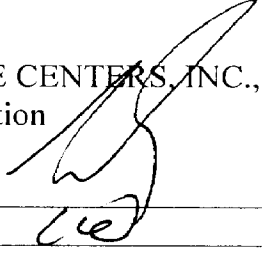
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219
Attn: Michael D. Roberts

6. There are seven (7) registrations identified in this cover sheet and the fee for recording the Trademark Assignment is \$190.00, and such fee is enclosed.
7. The Trademark Assignment that gave rise to the interest being granted in the above-referenced trademarks was executed by Camelot Care Centers, Inc. on March 1, 2002.
8. The assignee of the trademark is domiciled in the United States.

9. To the best of the undersigned's knowledge and belief, the information contained in this cover sheet is true and correct and any copy submitted is a true copy of the original document.

CAMELOT CARE CENTERS, INC.,
an Illinois corporation

By: _____
Title: _____

A handwritten signature in black ink is written over the signature line. The signature is stylized and appears to be a cursive representation of the name 'C.C.C.' or similar initials.

**TRADEMARK AND PATENT
SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of March 1, 2002, is made by and among THE PROVIDENCE SERVICE CORPORATION, a Delaware corporation ("Parent"), CAMELOT CARE CORPORATION, a Delaware corporation ("Camelot"), PROVIDENCE OF ARIZONA, INC., an Arizona corporation ("Sub1"), FAMILY PRESERVATION SERVICES, INC., a Virginia corporation ("Sub2"), FAMILY PRESERVATION SERVICES OF FLORIDA, INC., a Florida corporation ("Sub3"), PROVIDENCE SERVICE CORPORATION OF TEXAS, a Texas corporation ("Sub4"), PROVIDENCE SERVICE CORPORATION OF OKLAHOMA, an Oklahoma corporation ("Sub5"), PROVIDENCE SERVICE CORPORATION OF MAINE, a Maine corporation ("Sub6"), FAMILY PRESERVATION SERVICES OF NORTH CAROLINA, INC., a North Carolina corporation ("Sub7"), PROVIDENCE SERVICE CORPORATION OF NEVADA, a Nevada corporation ("Sub8"), THE BEHAVIORAL ASSESSMENT CENTER, INC., an Oklahoma corporation ("Sub9"), CAMELOT CARE CENTERS, INC., an Illinois corporation ("Sub10"), and FAMILY PRESERVATION SERVICES OF WEST VIRGINIA, INC., a West Virginia corporation ("Sub11") and CAMELOT COMMUNITY CARE, INC., a Florida non-profit corporation ("Sub12")(Parent, Camelot, Sub1, Sub2, Sub3, Sub4, Sub5, Sub6, Sub7, Sub8, Sub9, Sub10, Sub11, and Sub12 are sometimes referred herein individually as "Grantor" and collectively as "Grantors"), in favor of PETRA MEZZANINE FUND, L.P. a Delaware limited partnership (the "Agent") as collateral agent for itself and the other lenders (the "Lenders") pursuant to the Loan Agreement as defined herein.

WITNESSETH:

WHEREAS, Lenders are making a loan (the "Loan") in the amount of \$7 million to Grantors, pursuant to that certain Loan and Security Agreement of even date herewith by among Grantors, Agent and Lenders as amended, modified, supplemented or waived from time to time (the "Loan Agreement"); and

WHEREAS, in connection with the making of the Loan, Lenders through the Agent desire to obtain from Grantors, Agent and Lenders and Grantors desire to grant to Agent for itself and the Lenders a security interest in certain collateral more particularly described below;

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the Loan to Grantors under the Loan Agreement, Grantors hereby agree, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Event of Default" has the same meaning as provided in the Loan Agreement.

“Obligations” has the same meaning as provided in the Loan Agreement.

“Patents” means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders’ right certificates, inventor’s certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Exhibit A hereto.

“Patent Licenses” means all written agreements, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent, material to the operation of Grantor’s businesses including, without limitation, any thereof referred to in Exhibit A hereto.

“Proceeds” means “proceeds,” as such term is defined in Section 9-102(a)(64) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral, and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Security Agreement” means this Trademark and Patent Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of Grantor, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Exhibit A hereto.

“Trademark Licenses” means any written agreement, providing for the grant by or to Grantor of any right to use any Trademark material to the businesses of Grantor, including, without limitation, any thereof referred to in Exhibit A hereto.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby assign and grant to Agent for the benefit of itself and each Lender a security interest in all of such Grantors’ right, title and interest in and to the following property now owned or at any time hereafter acquired by Grantors or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (i) all Trademarks;
- (ii) all Trademark Licenses;

- (iii) all Patents;
- (iv) all Patent Licenses; and
- (v) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

that are material to the business of such Grantor, and whether or not included in Exhibit A.

3. Covenants. Each Grantor covenants and agrees, jointly and severally, with Agent that, from and after the date of this Security Agreement until the Obligations are paid in full:

a. Further Documentation. From time to time, upon the written request of Agent, and at the sole expense of Grantors, each Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code as in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

b. Limitation on Lien or Collateral. No Grantor will create, incur or permit to exist, and Grantors will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral or any portion thereof, other than the security interests created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions that are necessary to defend the right, title and interest of Agent in and to any of the Collateral against the claims and demands of all persons whomsoever.

c. Limitations on Dispositions of Collateral. No Grantor will sell, transfer or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Loan Agreement.

d. Notices. Each Grantor will advise Agent promptly, in reasonable detail, at Lender's address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, the Collateral or any portion thereof, and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

e. Patents and Trademarks.

(i) Each Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to do so, (A) continue to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar to

or a colorable imitation of such Trademark unless within 30 days after such use or adoption, Lenders, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) No Grantor will, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines to, do any act, or omit to do any act, whereby any Patent may become abandoned.

(iii) Each Grantor will promptly notify Agent if such Grantor knows, or has reason to know, that any application relating to any Patent or any Trademark material to the nature of the business of the Borrowers may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office, or any court or tribunal in any country) regarding such Grantor's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever any Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent material to the nature of the business of the Borrowers or for the registration of any Trademark material to the nature of the business of the Borrowers with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Grantors shall report such filing to Agent within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantors shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any such newly filed Patent or Trademark (or the application related thereto) and the goodwill and general intangibles of any Grantor relating thereto or represented thereby, and each Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Each Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent and each registration of Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(vi) In the event any Grantor knows or has reason to know that any material Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Agent after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent or Trademark is of immaterial economic value to Grantors or otherwise reasonably determines not to which determination Grantors shall promptly report to Agent, promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

4. Remedies. If an Event of Default shall occur and be continuing, Agent shall have all of the rights and remedies set forth in the Loan Agreement and all other rights and remedies that Lenders may now or hereafter possess at law, in equity, by statute or otherwise.

5. Limitation on Duties Regarding Preservation of Collateral. Neither Agent nor any of its shareholders, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantors or otherwise.

6. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8. No Waiver; Cumulative Remedies. Agent shall not by any act (except by a written instrument pursuant to Section 10 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

9. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Agent, provided that any provision of this Security Agreement may be waived by Agent in a written letter or agreement executed by Agent or by telex or facsimile transmission from Lenders. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Agent and its successors and assigns.

10. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement or any of the Loan Documents shall be made in accordance with the terms of the Loan Agreement.

11. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State.

12. Release. Upon any disposition of Collateral permitted by the Loan Agreement, the security interest granted herein will terminate solely with respect to such Collateral, and lender shall take all actions reasonably requested by Grantor to evidence such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

AGENT:

PETRA MEZZANINE FUND, L.P.,
a Delaware limited partnership

By: Petra Partners, LLC, its general partner

By: *Joseph D. Smith III*
Title: *Managing Member*

GRANTORS:

THE PROVIDENCE SERVICE CORPORATION,
a Delaware corporation

By: *[Signature]*
Title: *President*

CAMELOT CARE CORPORATION,
a Delaware corporation

By: *[Signature]*
Title: *CEO*

PROVIDENCE OF ARIZONA, INC.,
an Arizona corporation

By: *[Signature]*
Title: *CEO*

FAMILY PRESERVATION SERVICES, INC.,
a Virginia corporation

By: *[Signature]*
Title: *CEO*

FAMILY PRESERVATION SERVICES OF
FLORIDA, INC., a Florida corporation

By: _____
Title: PETER McCLAY
CEO

PROVIDENCE SERVICE CORPORATION OF
TEXAS, a Texas corporation

By: _____
Title: PETER McCLAY
CEO

PROVIDENCE SERVICE CORPORATION OF
OKLAHOMA, an Oklahoma corporation

By: _____
Title: PETER McCLAY
CEO

PROVIDENCE SERVICE CORPORATION OF
MAINE, a Maine corporation

By: _____
Title: PETER McCLAY
CEO

FAMILY PRESERVATION SERVICES OF NORTH
CAROLINA, INC., a North Carolina corporation

By: _____
Title: PETER McCLAY
CEO

PROVIDENCE SERVICE CORPORATION OF
NEVADA, a Nevada corporation

By: _____
Title: PETER McCLAY
CEO

FAMILY PRESERVATION SERVICES OF WEST
VIRGINIA, INC., a West Virginia corporation

By: _____
Title: PETER McCLAY
CEO

THE BEHAVIORAL ASSESSMENT CENTER,
INC., an Oklahoma corporation

By: _____
Title: _____
FRED McCall
COO

CAMELOT CARE CENTERS, INC.,
an Illinois corporation

By: _____
Title: _____
FRED McCall
COO

CAMELOT COMMUNITY CARE, INC.,
a Florida nonprofit corporation

By: _____
Title: _____
FRED McCall
COO

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, CAROL COLLINS the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH D. O'BRIEN III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged JOSEPH D. O'BRIEN III be MANAGING MEMBER of Petra Partners, LLC, the general partner of Petra Mezzanine Fund, L.P., the within named bargainer, a Delaware limited partnership, and that JOSEPH D. O'BRIEN III as such MANAGING MEMBER of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as JOSEPH D. O'BRIEN III

WITNESS my hand, at office in Nashville, Tennessee, this 1st day of MARCH, 2002.

Carol Collins
Notary Public

My Commission Expires:
7/26/03

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, CAROL COLLINS the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH D. O'BRIEN III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged JOSEPH D. O'BRIEN III be MANAGING MEMBER of Petra Partners, LLC, the general partner of Petra Mezzanine Fund, L.P., the within named bargainer, a Delaware limited partnership, and that JOSEPH D. O'BRIEN III as such MANAGING MEMBER of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as JOSEPH D. O'BRIEN III

WITNESS my hand, at office in Nashville, Tennessee, this 1st day of MARCH, 2002.

Carol Collins
Notary Public

My Commission Expires:
7/26/03

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of The Providence Service Corporation, the within named bargainor, a Delaware corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

2002. WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb,

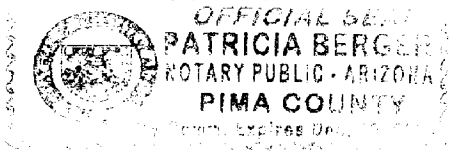


Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Camelot Care Corporation, the within named bargainor, a Delaware corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

2002. WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb,



Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Providence of Arizona, Inc., the within named bargainor, an Arizona corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.

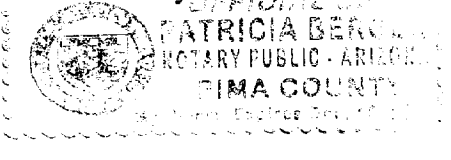


Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Family Preservation Services, Inc., the within named bargainor, a Virginia corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.

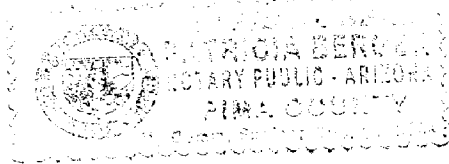


Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Family Preservation Services of Florida, Inc., the within named bargainor, a Florida corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.



Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Providence Service Corporation of Texas, the within named bargainor, a Texas corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.

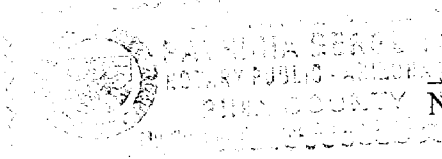


Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Providence Service Corporation of Oklahoma, the within named bargainor, an Oklahoma corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

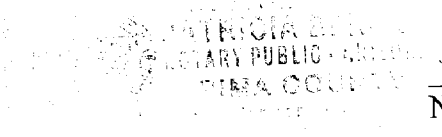
WITNESS my hand, at office in Tucson, Arizona, this 8th day of Feb, 2002.

 Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO, of Providence Service Corporation of Maine, the within named bargainor, a Maine corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.


WITNESS my hand, at office in Tucson, Arizona, this 8th day of Feb, 2002.

 Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Family Preservation Services of North Carolina, Inc., the within named bargainor, a North Carolina corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

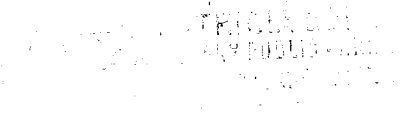
WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.

 Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Providence Service Corporation of Nevada, the within named bargainor, a Nevada corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

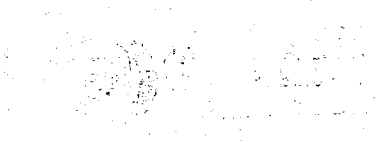
WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.

 Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of The Behavioral Assessment Center, Inc., the within named bargainer, an Oklahoma corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.



Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Camelot Care Centers, Inc., the within named bargainer, an Illinois corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 28th day of Feb., 2002.



Patricia Berger
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Family Preservation Services of West Virginia, the within named bargainor, a West Virginia corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 8th day of Feb, 2002.

Patricia Berge
Notary Public

STATE OF ARIZONA)
)
COUNTY OF PIMA)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Fletcher McCusker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of Camelot Community Care, Inc., the within named bargainor, a Florida nonprofit corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Tucson, Arizona, this 8th day of Feb, 2002.

Patricia Berge
Notary Public

EXHIBIT A

See Schedule 3.7 to Loan Agreement