

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Stock Purchase		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Malibu Beach Recovery Center, Inc.		02/07/2014	CORPORATION: CALIFORNIA
Ms. Joan Borsten		02/07/2014	INDIVIDUAL: UNITED STATES
Mr. Oleg Vidov		02/07/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rivermend Health LLC		
<b>Street Address:</b>	2300 Winding Ridge Parkway		
<b>Internal Address:</b>	Suite 210S		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3896228	MALIBU BEACH RECOVERY DIET	
<b>Registration Number:</b>	4027467	MALIBU BEACH RECOVERY SYSTEM	
<b>Registration Number:</b>	3810423	M MALIBU BEACH RECOVERY CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9736398931		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9736398285		
<b>Email:</b>	jflynn@ebglaw.com		
<b>Correspondent Name:</b>	James P. Flynn		
<b>Address Line 1:</b>	One Gateway Center		
<b>Address Line 2:</b>	Epstein Becker & Green (13th Floor)		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>ATTORNEY DOCKET NUMBER:</b>	078937-00021		
<b>NAME OF SUBMITTER:</b>	James P. Flynn		
<b>SIGNATURE:</b>	/James P. Flynn/		

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**DATE SIGNED:**

01/11/2016

**Total Attachments: 36**

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**EQUITY INTEREST AND SHARE PURCHASE AGREEMENT  
BY AND AMONG  
RIVERMEND HEALTH LLC,  
MALIBU BEACH RECOVERY CENTER, LLC,  
MALIBU BEACH RECOVERY CENTER, INC.,  
JOAN BORSTEN AND OLEG VIDOV,  
JOAN BORSTEN, AS SECURITYHOLDERS REPRESENTATIVE  
AND  
RCA HOLDINGS, LLC**

**FEBRUARY 7, 2014**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I PURCHASE AND SALE .....	2
Redacted As Confidential/Non-Relevant	
ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLERS .....	14
Redacted As Confidential/Non-Relevant	
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY .....	16
Redacted As Confidential/Non-Relevant	

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND  
GUARANTOR ..... 34

Redacted As Confidential/Non-Relevant

ARTICLE V CONDUCT PRIOR TO THE CLOSING ..... 35

Redacted As Confidential/Non-Relevant

ARTICLE VI ADDITIONAL AGREEMENTS ..... 37

Redacted As Confidential/Non-Relevant

ARTICLE VII CONDITIONS TO THE TRANSACTION ..... 39

Redacted As Confidential/Non-Relevant

ARTICLE VIII TERMINATION, AMENDMENT AND WAIVER ..... 42

Redacted As Confidential/Non-Relevant

ARTICLE IX INDEMNIFICATION ..... 43

Redacted As Confidential/Non-Relevant

ARTICLE X GENERAL PROVISIONS ..... 49

Redacted As Confidential/Non-Relevant

# Redacted As Confidential/Non-Relevant

- EXHIBIT A - Redacted As Confidential/Non-Relevant
- EXHIBIT B -
- EXHIBIT C -
- EXHIBIT D -
- EXHIBIT E -

## **EQUITY INTEREST AND SHARE PURCHASE AGREEMENT**

**THIS EQUITY INTEREST AND SHARE PURCHASE AGREEMENT** is made and entered into as of February 7, 2014 (the "**Agreement Date**"), by and among RiverMend Health LLC, a Delaware limited liability company ("**Acquiror**"), Malibu Beach Recovery Center, LLC, a California limited liability company (the "**Company**"), Malibu Beach Recovery Center, Inc., a California corporation and the manager of the Company (the "**Company Manager**"), Joan Borsten and Oleg Vidov (each a "**Seller**" and together, the "**Sellers**"), the Securityholders' Representative (as defined herein) and RCA Holdings LLC, a Delaware limited liability company ("**Guarantor**").

### **RECITALS**

A. **WHEREAS**, Sellers are the owners, beneficially and of record, of all (i) the issued and outstanding Company Equity Interests (as defined herein) and (ii) the issued and outstanding shares of capital stock of the Company Manager (the "**Shares**").

B. **WHEREAS**, pursuant to the transactions contemplated herein, among other things, the Sellers desire to sell, transfer, assign and deliver to Acquiror, and Acquiror desires to purchase, all of the Company Equity Interests and all of the Shares (together, the "**Purchased Equity Interests**") for cash in the manner set forth herein (the "**Transaction**");

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F. **WHEREAS**, the Board of Directors of the Company Manager and the holders of Shares of the Company Manager have approved the Transactions, and that the Requisite Securityholder Approval has been obtained;

G. **WHEREAS**, the managing member of Acquiror and the board of managers of Guarantor have approved the Transactions, and the necessary approvals of Acquiror and Guarantor have been obtained;

H. **WHEREAS**, the Company, the Sellers, the Company Manager and Acquiror desire to make certain representations, warranties, covenants and other agreements in connection

with the transactions contemplated herein and also to prescribe various conditions to such transactions as set forth herein;

I. **WHEREAS**, as a condition and a material inducement to the Sellers to enter into this Agreement and the transactions contemplated hereby, Guarantor agrees to guaranty certain of Acquiror's obligations under this Agreement, upon the terms and subject to the conditions specified herein.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE I

### PURCHASE AND SALE

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below. Unless indicated otherwise, all mathematical calculations contemplated hereby shall be rounded to the tenth decimal place.

*"Acquiror"* has the meaning given to it in the Preamble.

*"Affiliate"* has the meaning set forth in Rule 144 promulgated under the Securities Act.

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*"Agreement"* means this Equity Interest and Purchase Agreement, including any exhibits, annexes, and attachments hereto, and as modified by the Company Disclosure Letter.

*"Agreement Date"* has the meaning given to it in the Preamble.

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“*Company*” has the meaning given to it in the Preamble.

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“*Company Disclosure Letter*” has the meaning given to it in Article III.

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“*Company Equity Interests*” means all membership interests in the Company, including, without limitation, a member’s share of the items of the Company’s income, gain, loss, deduction and credit and a member’s right to receive distributions of the Company’s assets and cash flow in accordance with the terms of the Company’s limited liability company agreement, together with any other ownership interest in the Company.

“*Company Intellectual Property*” means all Intellectual Property owned or used by the Company in the conduct of its business.

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“*Intellectual Property*” means all worldwide intellectual property rights, including, without limitation, all issued patents, patent applications, trademarks and service marks (registered or unregistered), trade names, domain names, copyrights, trade dress, logos, slogans, designs, trade secrets, proprietary or confidential data, know-how, inventions, works of authorship, software, databases, all pending applications for and registrations of patents, trademarks, service marks and copyrights, and all rights analogous thereto or arising in connection therewith.

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1.2 Purchase and Sale of Purchased Equity Interests.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers will sell, transfer, assign and deliver to Acquiror, and Acquiror will purchase, acquire and accept from Sellers, all of the Purchased Equity Interests in exchange for the Aggregate Cash Consideration.

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1.3 Closing. Unless this Agreement is earlier terminated in accordance with Section 8.1, the consummation of the purchase and sale of the Purchased Equity Interests (the “*Closing*”) will take place at 9:00 a.m., California time, on the second (2<sup>nd</sup>) Business Day after the satisfaction or waiver of all of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing (including issuance of new licenses and certifications for the Company required in connection with the change of ownership of the Company), but subject to the fulfillment or waiver of those conditions) or at such other time and date as agreed to in writing by Acquiror and the Company. All deliveries to be made or other actions to be taken at the Closing shall be deemed to occur simultaneously, and no such delivery or action shall be deemed complete until all such deliveries and actions have been completed or the relevant parties have agreed to waive such delivery or action. If the Closing does not occur, any delivery made or other action taken at the Closing shall be deemed not to have occurred and be without force or effect. The Closing shall take place at such location as agreed to by the parties hereto. The date on which the Closing occurs is herein referred to as the “*Closing Date*.”

1.4 Intentionally Omitted.

1.5 No Further Ownership Rights. At the Closing, the transfer books of the Company and Company Manager shall be closed and thereafter there shall be no further registration of transfers of any Company Equity Interests or capital stock of the Company Manager on the records of such entity. From and after the Closing, the holders of Purchased Equity Interests outstanding immediately prior to the Closing shall cease to have any rights with respect to such securities, except as otherwise provided for herein or by applicable Legal Requirements. If, after the Closing, Purchased Equity Interests are presented to Acquiror, the Company or the Company Manager for any reason, they shall be cancelled.

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## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Each Seller represents and warrants to Acquiror as of the date hereof and the Closing Date (except for such representations and warranties made only as a specific date) as follows (provided that, except as the context otherwise requires, all references in this Article II to Company shall also include the Company Manager).

2.1 Authority; Non-Contravention.

(a) Each Seller has all requisite power, right, capacity and authority to enter into this Agreement and the other Transaction Documents to which such Seller is a party, and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and as of the Closing, the other Transaction Documents to which each Seller is a party will have been, duly and validly executed and delivered by such Seller and constitute a valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement and the other Transaction Documents to which each Seller is a party by such Seller does not, and neither the consummation of the transactions contemplated hereby or thereby nor compliance by such Seller with any of the provisions of this Agreement will, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or result in the creation of any Encumbrance upon any of the property or assets of such Seller pursuant to, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a benefit under (i) any Contract to which such Seller is a party or to which any of his or her assets is subject (except as may be disclosed herein with respect to the Company or the Company Manager), or (ii) any Legal Requirement applicable to such Seller, or any of his or her properties or assets (except as may be disclosed herein with respect to the Company Manager).

2.2 Title.

(a) Each Seller is the owner of record and beneficially of the Company Equity Interests and capital stock of the Company Manager set forth next to such Seller's name on Section 2.2 of the Company Disclosure Letter, and except as disclosed on such schedule, such Seller owns such securities free and clear of all Encumbrances. All such securities of the Company and Company Manager were validly issued by the Company or Company Manager, as applicable.

(b) Except set forth on Section 2.2 of the Company Disclosure Letter, there are no outstanding options or agreements of any kind to acquire from any Seller any securities owned by such Seller, nor are there any voting trusts, proxies or other agreements with respect to the voting or transfer of the securities of the Company or Company Manager to which any Seller is a party or by which such Seller's securities are bound.

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### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the schedule prepared by the Company delivered to Acquiror prior to the execution of this Agreement setting forth specific exceptions to the Company's representations and warranties set forth herein (the "*Company Disclosure Letter*"), the Company and each Seller represents and warrants to Acquiror as follows (provided that, except as the context otherwise requires, all references in this Article III to the "Company" shall also include the Company Manager).

3.1 Organization, Standing and Power. The Company is an entity duly organized, validly existing and in good standing under the laws of its state of formation. The Company has full power to own, lease and operate its properties and assets and to conduct its business as currently conducted and as proposed to be conducted and is duly qualified or licensed to do business and is in good standing in each jurisdiction where the ownership of its properties or the conduct of its business requires it to be so qualified, except where the failure to be in good standing, individually or in the aggregate with any other such failures, would not have or reasonably be expected to have a Company Material Adverse Effect. The jurisdictions in which the Company are licensed or qualified to do business as a foreign entity are set forth on Section 3.1 of the Company Disclosure Letter. The Company is not in violation of any of the provisions of their respective organizational documents.

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### 3.3 Authority; Noncontravention.

(a) The Company has all requisite power and authority to enter into this Agreement and the other Transaction Documents to which the Company is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which the Company is a party and the consummation by the Company of the transactions contemplated hereby and thereby, have been duly and validly authorized by the Company Manager and the Board of Directors of the Company Manager. This Agreement has been, and as of the Closing, the other Transaction Documents to which the Company is a party will have been, duly and validly executed and delivered by the Company and constitute a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies. The affirmative vote of (a) the holders of a majority of the outstanding Company Equity Interests and (b) the holders of a majority of the outstanding capital stock of the Company Manager, is the only vote of the holders of any class or series of the securities of the Company and/or Company Manager necessary to approve this Agreement and the transactions contemplated hereby (the “*Requisite Securityholder Approval*”)

(b) The execution and delivery of this Agreement and the other Transaction Documents to which the Company is a party by the Company does not, and neither the

consummation of the transactions contemplated hereby or thereby nor compliance by the Company with any of the provisions of this Agreement will, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or result in the creation of any Encumbrance upon any of the property or assets of the Company pursuant to, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a benefit under (i) any provision of the Company organizational documents, (ii) any Contract to which the Company is a party or to which any of its assets is subject, or (iii) any Legal Requirement applicable to the Company, or any of its properties or assets, except as set forth in the Company Disclosure Letter.

(c) No Consent of, registration, declaration or filing with, or notice to, any Governmental Entity or any other Person, is required by or with respect to the Company in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (i) any notices, applications or Consent required to be submitted to or obtained from any Healthcare Payor or any Governmental Entity with respect to a change in ownership of any Facility, each of which is listed on Section 3.3(c) of the Company Disclosure Letter and (ii) such filings as may be required under applicable securities laws.

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3.6 Absence of Certain Changes. Except as and to the extent set forth in Section 3.6 of the Company Disclosure Letter, between the Company P&L Statement Date and the Agreement Date, the Company has conducted its businesses in the ordinary course consistent with past practice and has not:

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(l) Intellectual Property. (i) (A) Granted to any Person the right to use or any covenant not to sue under the Company Intellectual Property or (B) entered into any Contract pursuant to which Company is licensed to use any third party Intellectual Property, other than licenses to Shrink-Wrapped Software acquired in the ordinary course of business; or (ii) sold, abandoned, disposed of, encumbered (other than Permitted Encumbrances) any Intellectual Property, or disposed of or disclosed to any Person (other than employees and independent contractors engaged by the Company) other than representatives of Acquiror any trade secret, or other confidential Intellectual Property (except for disclosures made in the ordinary course of business and consistent with past practice);

(m) Joint or Exclusive Rights. Entered into or amended any agreements pursuant to which any other party is granted joint ownership or exclusive marketing or other joint or exclusive rights of any type or scope with respect to any Company Product;

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3.10 Title to Property and Assets. The Company has good and marketable title to all of their respective tangible personal properties that they purport to own, or, with respect to leased properties and assets, including, without limitation, the Leased Real Property, valid leasehold interests in such properties and assets which afford the Company peaceful and undisturbed leasehold possession of such properties and assets, in each case, free and clear of all Encumbrances, except Permitted Encumbrances, subject to compliance with the Leases therefor. The tangible personal property and equipment of the Company that are used in the operation of their respective businesses, and the Leased Real Property, are (i) in good operating condition and repair, subject to normal wear and tear and (ii) not obsolete, dangerous or in need of renewal or replacement, except for renewal or replacement in the ordinary course of business, consistent with past practice.

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3.12 Intellectual Property.

(a) Section 3.12(a) of the Company Disclosure Letter sets forth a true and complete list of all Company Intellectual Property owned by the Company which is the subject

of a registration or application for registration with the United States Patent and Trademark Office or the United States Copyright Office, any foreign intellectual property office or any domain name registrar. All such Company Intellectual Property has not been and is not now involved in any interference, reissue, re-examination, opposition or similar proceeding.

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#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND GUARANTOR

Each of the Acquiror and Guarantor represents and warrants to the Company as follows.

4.1 Organization and Standing. Each of the Acquiror and Guarantor is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each of the Acquiror and Guarantor is not in violation of any of the provisions of their respective organizational documents.

4.2 Authority; Noncontravention.

(a) Each of the Acquiror and Guarantor has all requisite power and authority to enter into this Agreement and the other Transaction Documents to which the Acquiror or Guarantor is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Acquiror or Guarantor of this Agreement and the other Transaction Documents to which the Acquiror or Guarantor is a party, and the consummation by Acquiror or Guarantor of the transactions contemplated hereby and thereby have been duly and validly authorized by the board of directors of Acquiror and the necessary authorization of the Guarantor. This Agreement has been, and as of the Closing, the other Transaction Documents to which Acquiror or Guarantor is a party will have been, duly and validly executed and delivered by each of Acquiror and Guarantor and constitute a valid and binding obligation of Acquiror and Guarantor enforceable against Acquiror or Guarantor, in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement and the other Transaction Documents to which the Acquiror or Guarantor is a party by Acquiror or Guarantor do not, and

neither the consummation of the transactions contemplated hereby nor compliance by Acquiror or Guarantor with any of the provisions of this Agreement will, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or result in the creation of any Encumbrance upon any of the property or assets of Acquiror or Guarantor pursuant to or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a benefit under (i) any provision of their respective organizational documents, as amended to date, (ii) any Contract to which the Company is a party or to which any of its assets is subject, or (iii) any Legal Requirement applicable to the Acquiror or Guarantor or any of its respective properties or assets.

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#### **ARTICLE V**

#### **CONDUCT PRIOR TO THE CLOSING**

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**ARTICLE VI**

**ADDITIONAL AGREEMENTS**

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**ARTICLE VII**

**CONDITIONS TO THE TRANSACTION**

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**ARTICLE VIII**

**TERMINATION, AMENDMENT AND WAIVER**

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**ARTICLE IX**

**INDEMNIFICATION**

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## ARTICLE X

### GENERAL PROVISIONS

10.1 Notices. Any notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by a nationally recognized overnight courier service (providing written proof of delivery), such as Federal Express, or mailed by registered or certified mail (return receipt requested and first-class postage prepaid) or sent via facsimile (with confirmation of receipt) to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice; *provided* that a notice of change in address shall not be deemed to have been given until received by the addressee):

(a) if to Acquiror or, after the Closing, to the Company or Company Manager,  
to:

RiverMend Health LLC  
45 Tudor City Place  
New York, NY 10017  
Attention: Monica Demitor, CEO  
Telephone No.: (917) 842-7256  
Email address: mdemitor@rivermendhealth.com

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10.2 Interpretation. When a reference is made in this Agreement to Articles, Sections or Exhibits, such reference shall be to an Article or Section of, or an Exhibit to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words

“include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” The phrases “provided to,” “furnished to,” “made available” and phrases of similar import when used herein, unless the context otherwise requires, shall mean that a true, correct and complete copy of the information or material referred to has been provided to the party to whom such information or material is to be provided. The phrase “ordinary course of business” shall be construed to be followed by the phrase “consistent with past practice” regardless of whether such phrase is expressed. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; and (iii) the terms “hereof,” “herein,” “hereunder” and derivative or similar words refer to this entire Agreement. Unless otherwise specifically indicated, all references to “Dollars” or “\$” shall refer to the lawful money of the United States.

10.3 Counterparts. This Agreement may be executed manually, by electronic transmission or by facsimile by the parties hereto, in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when such counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart.

10.4 Entire Agreement; Parties in Interest. This Agreement, the Transaction Documents and the documents and instruments and other agreements specifically referred to herein or therein or delivered pursuant hereto, including the exhibits attached hereto, the schedules, including the Company Disclosure Letter, (a) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, except for the provisions of Section 6.1, which shall continue in full force and effect through the Closing, and shall survive any termination of this Agreement, in accordance with its terms and (b) are not intended to confer, and shall not be construed as conferring, upon any Person other than the parties hereto any rights or remedies hereunder or create any third party beneficiary rights in any Person not a party to this Agreement (except that Article IX is intended to benefit Indemnified Persons).

10.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties hereto, and any purported assignment without such prior written consent shall be null and void, except that Acquiror may assign this Agreement to any direct or indirect wholly owned subsidiary of Acquiror without the prior consent of the Company (*provided*, that Acquiror and Guarantor shall each remain liable for all of its obligations under this Agreement). Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

10.6 Severability. In the event that any provision of this Agreement, or the application hereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable efforts to replace such illegal, void or unenforceable provision of this

Agreement with a legal, valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

10.7 Remedies Cumulative; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party hereto shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party hereto of any one remedy shall not preclude the exercise of any other remedy and nothing in this Agreement shall be deemed a waiver by any party of any right to specific performance or injunctive relief. It is accordingly agreed that the parties, including without limitation, Acquiror, the Company, or the Securityholders' Representative on behalf of the Sellers, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive the requirement of any posting of a bond in connection with the remedies described herein.

10.8 Governing Law; Arbitration.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any conflict of laws principles that might lead to the application of laws other than the laws of the State of California.

(b) All disputes, claims, or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (“AAA”) or its successor. The arbitration shall be held in Los Angeles, California before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by AAA unless specifically modified herein.

(c) The parties covenant and agree that the arbitration shall commence within ninety (90) days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three (3) depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six (6) months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability.



(d) The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party unsuccessfully refusing to comply with an order of the arbitrators shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. This Section 10.8 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm. The provisions of this Section 10.8 shall be enforceable in any court of competent jurisdiction.

(e) The parties shall bear their own attorneys' fees, costs and expenses in connection with the arbitration. The parties will share equally in the fees and expenses charged by AAA.

(f) Each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of AAA to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby and further consents to the jurisdiction of the courts of the State of California for the purposes of enforcing the arbitration provisions of Section 10.8 of this Agreement. Each party further irrevocably waives any objection to proceeding before AAA based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before AAA has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

(g) The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and any party may in its sole discretion apply to the arbitrator for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement.

(h) Each party shall have the right to institute judicial proceedings in order to enforce such party's rights under this Section 10.8 through specific performance, injunction or similar equitable relief.

**10.9 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY 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 BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF**

10.10 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE PROVIDED IN THE AGREEMENT, EXCEPT TO THE EXTENT OWING TO A THIRD PARTY IN RESPECT OF A THIRD PARTY CLAIM, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR PUNITIVE DAMAGES.

10.11 Rules of Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each schedule and each exhibit attached hereto, the application of any Legal Requirement, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

10.12 Descriptive Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Redacted As Confidential/Non-Relevant

(Signature Pages Follow)

**IN WITNESS WHEREOF**, Acquiror, the Company, the Company Manager, the Sellers and the Securityholders Representative have caused this Equity Interest and Purchase Agreement to be executed and delivered, all as of the date first written above.

**RIVERMEND HEALTH LLC**

By: **Monica Demitor**  
Name: Monica Demitor  
Title: CEO

Digitally signed by Monica Demitor  
DN: cn=Monica Demitor, o=RiverMend Health LLC, ou=CEO,  
email=mdemitor@rivermendhealth.com, c=US  
Date: 2014.02.07 11:52:09 -05'00'

**MALIBU BEACH RECOVERY CENTER, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**MALIBU BEACH RECOVERY CENTER, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SELLERS**

\_\_\_\_\_  
Joan Borsten

\_\_\_\_\_  
Oleg Vidov

**APPOINTMENT AND DUTIES OF  
SECURITYHOLDER REPRESENTATIVE  
AGREED AND ACCEPTED:**

---

JOAN BORSTEN

**SOLELY FOR PURPOSES OF ARTICLE IV AND ARTICLE 10  
AGREED AND ACCEPTED:**

**RCA HOLDINGS LLC**

Monica  
By: **Demitor**

Digitally signed by Monica Demitor  
DN: cn=Monica Demitor, o=RiverMend Health  
LLC, ou=CEO,  
email=mdemitor@rivermendhealth.com, c=US  
Date: 2014.02.07 12:04:52 -05'00'


Name: Monica Demitor  
Title: CEO

IN WITNESS WHEREOF, Acquiror, the Company, the Company Manager, the Sellers and the Securityholders Representative have caused this Equity Interest and Purchase Agreement to be executed and delivered, all as of the date first written above.


**RIVERMEND HEALTH LLC**

By: \_\_\_\_\_  
Name:  
Title:



**MALIBU BEACH RECOVERY CENTER, LLC**

By:  \_\_\_\_\_  
Name: Joan Borsten  
Title: Chief Executive Officer

**MALIBU BEACH RECOVERY CENTER, INC.**

By:  \_\_\_\_\_  
Name: Joan Borsten  
Title: President

**SELLERS**

 \_\_\_\_\_  
Joan Borsten  
 \_\_\_\_\_  
Oleg Vidov

**APPOINTMENT AND DUTIES OF  
SECURITYHOLDER REPRESENTATIVE  
AGREED AND ACCEPTED:**

  
\_\_\_\_\_  
JOAN BORSTEN

**SOLELY FOR PURPOSES OF ARTICLE IV AND ARTICLE 10  
AGREED AND ACCEPTED:**

**RCA HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title: