

EXECUTION COPY

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("RELEASE") is made to be effective as of the ____ day of March, 2006 ("EFFECTIVE DATE") by and between GENERAL ELECTRIC CAPITAL CORPORATION ("GE CAPITAL"); GTCR FUND VI, L.P., GTCR VI EXECUTIVE FUND L.P., and GTCR ASSOCIATES VI (collectively, the "GTCR INVESTORS"); and EDGAR D. JANNOTTA; DANIEL YIH; WILLIAM GOLDBERG; ETHAN BUDIN; THOMAS ERICKSON, BRUCE RAUNER, DONALD EDWARDS, MARK ANDERSON, and PERRY BALLARD (collectively together with the GTCR INVESTORS, the "GTCR GROUP").

Recitals

GE CAPITAL is the holder of a loan ("TERM LOAN") in the originally stated maximum principal amount of Fifty-Five Million Dollars (\$55,000,000.00). The TERM LOAN is evidenced, *inter alia*, by the following loan documents ("ORIGINAL LOAN DOCUMENTS"): (i) a Loan Agreement ("ORIGINAL LOAN AGREEMENT"); (ii) a Promissory Note ("ORIGINAL NOTE") in the originally stated principal amount of Fifty-Five Million Dollars (\$55,000,000.00); (iii) various mortgages, deeds of trust, and assignments of leases and rents (collectively, the "ORIGINAL MORTGAGE DOCUMENTS"); and (iv) various other agreements, instruments, filings, guaranties, and other documents. By Purchase And-Sale Agreement dated December 27, 2002, GE CAPITAL purchased the TERM LOAN and the ORIGINAL LOAN DOCUMENTS from Ventas TVS, LLC.

GE CAPITAL and the parties itemized on Exhibit A attached hereto (collectively, "TERM LOAN BORROWERS") entered into a Forbearance Agreement dated August 2, 2004, as amended by fifteen (15) subsequent amendments thereto, the most recent being dated March 24, 2006, as the result of the occurrence and continuance of certain events of default ("EVENTS OF DEFAULT") under the ORIGINAL LOAN DOCUMENTS.

In accordance with a Modification Agreement ("MODIFICATION") intended to be of even date herewith, GE CAPITAL has agreed to modify, amend, and continue to extend the TERM LOAN to the entities set forth on Exhibit A attached hereto (collectively, "TERM LOAN BORROWERS"). After giving effect to the contemplated amendments and modifications, the stated principal amount of the TERM LOAN will be in the maximum aggregate amount of Forty-Two Million Dollars (\$42,000,000). The obligations of the TERM LOAN BORROWERS to GE CAPITAL to repay the TERM LOAN and to perform their respective obligations under the applicable loan documents relating thereto will be jointly and severally guaranteed by the entities set forth on Exhibit B attached hereto (collectively, "TERM LOAN GUARANTORS").

GE CAPITAL has also agreed to extend to the entities set forth on Exhibit C attached hereto (collectively, "REVOLVER BORROWERS") a revolving credit facility ("REVOLVER") in the originally stated maximum aggregate amount outstanding of Thirteen Million Dollars (\$13,000,000). The obligations of the REVOLVER BORROWERS to GE CAPITAL to repay the REVOLVER to GE CAPITAL and to perform their respective obligations under the applicable loan documents relating thereto will be jointly and severally guaranteed by the entities set forth on Exhibit D attached hereto (collectively, "REVOLVER GUARANTORS"). Hereafter, the TERM LOAN BORROWERS, the TERM LOAN GUARANTORS, the REVOLVER BORROWERS, and the REVOLVER GUARANTORS are collectively referred to as the "THI OBLIGORS," the TERM LOAN and the REVOLVER are collectively referred to as the "LOANS," and the loan documentation, guaranties and agreements evidencing or securing the LOANS after giving effect to the amendments and modifications contemplated by the MODIFICATION are collectively referred to as the "LOAN DOCUMENTS."

The GTCR INVESTORS currently hold certain investments in and loans to various of the THI OBLIGORS. The GTCR INVESTORS wish to make the investments scheduled on Exhibit E attached hereto ("INVESTMENTS") into Atlantic Health Holdings, LLC, a Delaware limited liability company ("THI SHAREHOLDERS") on or prior to the EFFECTIVE DATE. The proceeds of the INVESTMENTS are to be paid by the THI SHAREHOLDER to Trans Healthcare, Inc. ("THI") as investments by the THI SHAREHOLDER in THI common stock on or prior to the EFFECTIVE DATE. After giving effect to the INVESTMENTS, the THI SHAREHOLDER and THI Holdings, Inc. will own one hundred percent (100%) of the stock ownership of THI, and the ownership of the THI SHAREHOLDER and THI Holdings, LLC on the EFFECTIVE DATE will be as set forth on Exhibit F attached hereto. The GTCR INVESTORS have requested that prior to the funding of the

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INVESTMENTS, the GTCR INVESTORS obtain from GE CAPITAL assurances that GE CAPITAL neither contemplates nor claims to hold any claims or causes of action against any of the members of the GTCR GROUP arising prior to the EFFECTIVE DATE relating to any of the above-described contemplated transactions and that all EVENTS OF DEFAULT will be deemed to have been waived and terminated on the EFFECTIVE DATE.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Release Of GTCR Group. GE CAPITAL agrees that upon the funding in full of the INVESTMENTS by the GTCR INVESTORS and the distribution and the payment in full of the cash proceeds of the INVESTMENTS by the THI SHAREHOLDER to THI in a fully paid-in aggregate cash amount of not less than Twenty Million Dollars (\$20,000,000.00) on or before the EFFECTIVE DATE, GE CAPITAL releases and discharges the GTCR GROUP of all claims, causes of action and damages (collectively, the "GTCR RELEASED CLAIMS") arising out of any dealings, discussions, negotiations, alleged oral agreements, or interactions between any of the GTCR GROUP and GE CAPITAL and any conduct of the members of the GTCR GROUP prior to the EFFECTIVE DATE relating or pertaining to: (a) the credit accommodations between certain of the THI OBLIGORS and GE CAPITAL in existence prior to the EFFECTIVE DATE; (b) the LOANS; (c) the negotiation, execution, and delivery of the LOAN DOCUMENTS; (d) the THI OBLIGORS; (e) the dealings between GE CAPITAL and the GTCR GROUP which relate or pertain to the THI OBLIGORS; and (f) the INVESTMENTS. The parties hereto acknowledge and agree that the term "GTCR RELEASED CLAIMS" shall not include: (i) any claims, causes of action or damages of GE CAPITAL against any of the GTCR GROUP based upon or arising from any actual fraud, criminal acts or willful misconduct committed by any members of the GTCR GROUP; or (ii) any claims, causes of action or damages of GE CAPITAL of any kind against any of the THI OBLIGORS or any other persons not members of the GTCR GROUP; or (iii) any claims, causes of action or damages of GE CAPITAL against any of the GTCR GROUP other than those specifically described above in subparagraphs (a), (b), (c), (d), (e), and (f), all of which excluded claims, causes of action, or damages are intended to survive this RELEASE. GE CAPITAL agrees that it will not prosecute any legal actions or otherwise sue any of the GTCR GROUP upon or for the GTCR RELEASED CLAIMS.

2. Release Of GE Capital. Each member of the GTCR GROUP agrees that effective upon the closing of the LOANS and the funding of the proceeds of the LOANS as contemplated to be made at closing by the terms of the LOAN DOCUMENTS and the execution and delivery by GE CAPITAL of the LOAN DOCUMENTS to which GE CAPITAL is intended to be a signatory, each member of the GTCR GROUP releases and discharges GE CAPITAL of all claims, causes of action, and damages (collectively, "GE RELEASED CLAIMS") of any member of the GTCR GROUP against GE CAPITAL arising out of any dealings, discussions, negotiations, alleged oral agreements, or interactions between GE CAPITAL and the GTCR GROUP and any conduct of GE CAPITAL prior to the EFFECTIVE DATE relating or pertaining to: (a) the credit accommodations between certain of the THI OBLIGORS and GE CAPITAL in existence prior to the EFFECTIVE DATE; (b) the LOANS; (c) the negotiation, execution, and delivery of the LOAN DOCUMENTS; (d) the THI OBLIGORS; (e) the dealings between GE CAPITAL and the GTCR GROUP which relate or pertain to the THI OBLIGORS; and (f) the INVESTMENTS. The parties hereto acknowledge that the term "GE RELEASED CLAIMS" shall not include: (i) any claims, causes of action or damages of the GTCR GROUP against GE CAPITAL based upon or arising from any actual fraud, criminal activity or willful misconduct committed by GE CAPITAL; or (ii) any claims, causes of action or damages of the GTCR GROUP of any kind against any of the THI OBLIGORS or GE CAPITAL; or (iii) any claims, causes of action or damages of the GTCR GROUP against GE CAPITAL other than those specifically described above in subparagraphs (a), (b), (c), (d), (e), and (f), all of which excluded claims, causes of action or damages are intended to survive this RELEASE. Each member of the GTCR GROUP agrees that it will not prosecute any legal actions or otherwise sue GE CAPITAL upon or for any of the GE RELEASED CLAIMS.

3. No Knowledge Of Claims For Bad Acts. Each party to this RELEASE represents to all of the other parties to this RELEASE that as of the EFFECTIVE DATE it has no present knowledge or belief that there is any basis for any party to this RELEASE to assert any claims or causes of action against any other party based upon the alleged actual fraud, criminal act, or willful misconduct of any other party.

4. Confirmation Of Resolution Of Events Of Default. GE CAPITAL confirms and acknowledges for the benefit of the GTCR GROUP that on the EFFECTIVE DATE and upon the execution and delivery by the THI

OBLIGORS of the LOAN DOCUMENTS and the closing and funding of the LOANS by GE CAPITAL, the EVENTS OF DEFAULT shall be deemed to be waived, terminated and no longer in effect.

5. THI Obligors Are Not Third-Party Beneficiaries. This RELEASE is intended solely for the benefit of the parties hereto. The THI OBLIGORS are not intended to be third-party beneficiaries of this RELEASE or to have any rights under this RELEASE.

6. Independent Decision To Invest. The GTCR INVESTORS acknowledge that in electing to make the INVESTMENTS, the GTCR INVESTORS: (a) have conducted such due diligence and made such inquiries and investigations of the THI OBLIGORS, the THI SHAREHOLDER, and THI and their respective finances, indebtedness, assets, and business affairs and prospects as the GTCR INVESTORS have deemed to be prudent, reasonable, necessary and advisable; (b) have exercised their own independent business judgment; (c) possess the requisite business and investment knowledge and experience to evaluate the potential risks and merits of the INVESTMENTS; (d) have sufficient financial ability and net worth to bear the economic risks of the INVESTMENTS; and (e) have not relied upon any promises, representations, or inducements from GE CAPITAL or any of its officers, agents, affiliates or representatives.

7. Choice Of Law; Consent To Jurisdiction; Agreement As To Venue. This RELEASE shall be construed, performed and enforced and its validity and enforceability determined in accordance with the laws of the State of Maryland (excluding conflict of laws principles). Each of the parties agrees that for all claims, causes of action or damages arising out of or relating to this RELEASE, including actions to enforce or construe this RELEASE: (a) each party consents to the jurisdiction of the courts of the State of Maryland and the jurisdiction of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists; and (b) each party waives any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or inconvenience of forum.

8. Counterparts And Delivery. This RELEASE may be executed and delivered in counterparts. Executed counterparts of this RELEASE may be delivered via facsimile or comparable electronic transmission, and such counterparts shall be considered as originals for all purposes. No party shall raise the use of a facsimile machine or comparable electronic transmission mail to deliver a signature as a defense to the granting or enforceability of this RELEASE.

9. Successors And Assigns. This RELEASE shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and personal representatives.

10. Waiver Of Jury Trial. Each of the parties agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party, or any successor or assign of any party, on or with respect to this RELEASE or which in any way relates, directly or indirectly, to the obligations of any party to any other party, or the dealings of the parties with respect thereto, shall be tried by a court and not by a jury. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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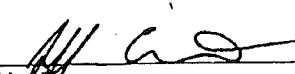
Signature Page to Release Agreement:

IN WITNESS WHEREOF, the undersigned have executed this RELEASE as of the date first above written.

GE CAPITAL:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____


Jeffrey Erhardt
Duly Authorized Signatory

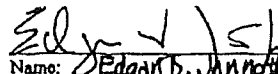
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Signature Page to Release Agreement - Continued:

GTCR GROUP:

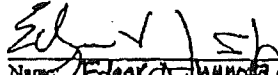
GTCR FUND VI, L.P.

By: GTCR Partners, VI, L.P., General Partner
GTCR Golder Rauner, L.L.C., General Partner

By: 
Name: Edgar D. Jannotta, Jr.
Principal

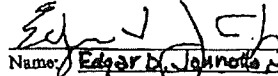
GTCR VI EXECUTIVE FUND L.P.

By: GTCR Partners, VI, L.P., General Partner
GTCR Golder Rauner, L.L.C., General Partner

By: 
Name: Edgar D. Jannotta, Jr.
Principal

GTCR ASSOCIATES VI

By: GTCR Partners, VI, L.P., Managing General Partner
GTCR Golder Rauner, L.L.C., General Partner

By: 
Name: Edgar D. Jannotta, Jr.
Principal


EDGAR D. JANNOTTA, JR.

DANIEL YIH

WILLIAM GOLDBERG

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Fax sent by : 13123822281

GTCR GOLDBER RAUMER

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Signature Page to Release Agreement - Continued:

GTCR GROUP:

GTCR FUND VI, L.P.

By: GTCR Partners, VI, L.P., General Partner
GTCR Golder Raumer, L.L.C., General Partner

By: _____
Name: _____
Principal

GTCR VI EXECUTIVE FUND L.P.

By: GTCR Partners, VI, L.P., General Partner
GTCR Golder Raumer, L.L.C., General Partner

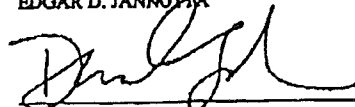
By: _____
Name: _____
Principal

GTCR ASSOCIATES VI

By: GTCR Partners, VI, L.P., Managing General Partner
GTCR Golder Raumer, L.L.C., General Partner

By: _____
Name: _____
Principal

EDGAR D. JANNOPRA



DANIEL YIH

WILLIAM GOLDBERG

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Signature Page to Release Agreement - Continued:

GTCR GROUP;

GTCR FUND VI, L.P.

By: GTCR Partners, VI, L.P., General Partner
GTCR Collier Ruess, L.L.C., General Partner

By: _____
Name: _____
Principal

GTCR VI EXECUTIVE FUND, L.P.

By: GTCR Partners, VI, L.P., General Partner
GTCR Collier Ruess, L.L.C., General Partner

By: _____
Name: _____
Principal

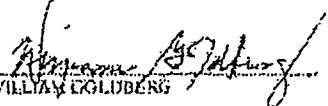
GTCR ASSOCIATES VI

By: GTCR Partners, VI, L.P., Managing General Partner
GTCR Collier Ruess, L.L.C., General Partner

By: _____
Name: _____
Principal

EDGAR D. JANNOTTA

DANIEL YIH



WILLIAM GLUBERG

(SIGNATURES CONTINUED ON THE FOLLOWING PAGE)


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FLEXPOINT PARTNERS

P. 02

Signature Page to Release Agreement - Continued:

GYCR GROUP - Continued:


ETHAN BUDIN

THOMAS ERICKSON

BRUCE RAUNER

DONALD EDWARDS

MARK ANDERSON

PERRY BALLARD

Exhibit A	Term Loan Borrowers
Exhibit B	Term Loan Guarantors
Exhibit C	Revolver Borrowers
Exhibit D	Revolver Guarantors
Exhibit E	Schedule of Investments
Exhibit F	Schedule of Ownership

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LEGAL DEPARTMENT Fax: 4107791029 Mar 27 2006 15:41 P.02
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Signature Page to Release Agreement - Continued:

GTCR GROUP - Continued:

ETHAN BUDIN

Thomas W. Erickson
THOMAS ERICKSON

BRUCE RAUNER

DONALD EDWARDS

MARK ANDERSON

FERRY BALLARD

Exhibit A Term Loan Borrowers
Exhibit B Term Loan Guarantors
Exhibit C Revolver Borrowers
Exhibit D Revolver Guarantors
Exhibit E Schedule of Investments
Exhibit F Schedule of Ownership

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Signature Page to Release Agreement - Continued:

GTCR GROUP - Continued:

ETHAN BUDIN

THOMAS ERICKSON

BRUCE RAUNER

DONALD EDWARDS

MARK ANDERSON

PERRY BALLARD

Exhibit A	Term Loan Borrowers
Exhibit B	Term Loan Guarantors
Exhibit C	Revolver Borrowers
Exhibit D	Revolver Guarantors
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Exhibit F	Schedule of Ownership

Signature Page to Release Agreement – Continued:

GTCR GROUP - Continued:

ETHAN BUDIN

THOMAS ERICKSON

BRUCE RAUNER

DONALD EDWARDS



MARK ANDERSON

PERRY BALLARD

Exhibit A	Term Loan Borrowers
Exhibit B	Term Loan Guarantors
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Exhibit D	Revolver Guarantors
Exhibit E	Schedule of Investments
Exhibit F	Schedule of Ownership

Signature Page to Release Agreement -- Continued:

GTCR GROUP - Continued:


ETHAN BUDIN

THOMAS ERICKSON

BRUCE RAUNER

DONALD EDWARDS

MARK ANDERSON



PERRY BALLARD

Exhibit A	Term Loan Borrowers
Exhibit B	Term Loan Guarantors
Exhibit C	Revolver Borrowers
Exhibit D	Revolver Guarantors
Exhibit E	Schedule of Investments
Exhibit F	Schedule of Ownership

**EXHIBIT A
TERM LOAN BORROWERS**

THI of Maryland Real Estate Holding Co., LLC
THI of Ohio Real Estate Holding Company, LLC
THI of Ohio at Columbus, LLC
THI of Ohio at Northwestern, LLC
THI of Ohio at Oak Grove, LL,
THI of Ohio at Somerset, LLC
THI of Ohio at Hillcrest, LLC
THI of Ohio at Maple View, LLC
THI of Ohio at Wintersong Village, LLC
THI of Ohio at Woodland, LLC
THI of Ohio at Greenbriar South, LLC
THI of Ohio at Golden Years, LLC
THI of Maryland at Bel Pre, LLC
THI of Maryland at Liberty Heights, LLC
THI of Maryland at Marley Neck, LLC
THI of Maryland at Northwest, LLC

**EXHIBIT B
TERM LOAN GUARANTORS**

THI Holdings, LLC
Atlantic Health Holdings, LLC
Trans Healthcare, Inc.
Trans Healthcare of Ohio, Inc.
THI of Ohio ALFs, Inc.
THI of Maryland, Inc.
THI Properties, Inc.
THI Services Corp.
THI Specialty Hospitals of Ohio, Inc.
THI Therapy Concepts, LLC
THI Services of Maryland, LLC
THI of Maryland at Franklin Square, LLC
THI of Maryland at Fort Washington, LLC
THI of Ohio at Kent, LLC
THI of Ohio at Berea, LLC
THI of Ohio at Cortland, LLC
THI of Ohio at Greenbriar North, LLC
THI of Ohio at Chardon, LLC
THI of Maryland at South River, LLC
Millennium Health and Rehabilitation Center of Forestville, LLC
Millennium Health and Rehabilitation Center of Ellicott City, LLC
THI of Ohio ALFs I, LLC
THI of Ohio ALFs at The Commons, LLC
THI of Maryland SNFs I, LLC
THI of Maryland SNFs II, LLC
THI of Ohio SNFs, LLC
Pathway Health Management, Inc.

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**EXHIBIT C
REVOLVER BORROWERS**

THI of Ohio at Columbus, LLC
THI of Ohio at Northwestern, LLC
THI of Ohio at Oak Grove, LLC
THI of Ohio at Somerset, LLC
THI of Ohio at Hillcrest, LLC
THI of Ohio at Maple View, LLC
THI of Ohio at Wintersong Village, LLC
THI of Ohio at Woodland, LLC
THI of Ohio at Greenbriar South, LLC
THI of Ohio at Golden Years, LLC
THI of Maryland at Bel Pre, LLC
THI of Maryland at Liberty Heights, LLC
THI of Maryland at Marley Neck, LLC
THI of Maryland at Northwest, LLC
THI of Ohio Real Estate Holding Company, LLC
THI of Maryland Real Estate Holding Co., LLC
THI of Maryland at Franklin Square, LLC
THI of Maryland at Fort Washington, LLC
THI of Ohio at Kent, LLC
THI of Ohio at Berea, LLC
THI of Ohio at Cortland, LLC
THI of Ohio at Greenbriar North, LLC
THI of Ohio at Chardon, LLC
Trans Healthcare of Ohio, Inc.
THI of Ohio ALFs at The Commons, LLC
THI of Maryland at South River, LLC
Millennium Health and Rehabilitation Center of Forestville, LLC
Millennium Health and Rehabilitation Center of Ellicott City, LLC

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**EXHIBIT D
REVOLVER GUARANTORS**

THI Holdings, LLC
Atlantic Health Holdings, LLC
Trans Healthcare, Inc.
THI of Ohio ALFs, Inc.
THI of Maryland, Inc.
THI Properties, Inc.
THI Services Corp.
THI Specialty Hospitals of Ohio, Inc.
THI Therapy Concepts, LLC
THI Services of Maryland, LLC
THI of Maryland SNFs I, LLC
THI of Maryland SNFs II, LLC
THI of Ohio SNFs, LLC
THI of Ohio ALFs I, LLC
Pathway Health Management, Inc.

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**EXHIBIT E
INVESTMENTS**

The following entities shall make equity investments of the amounts set forth opposite each entity's name in THI Holdings, LLC and in Atlantic Health Holdings, LLC.

Investor	Amount of Investment In Atlantic Health Holdings, LLC
GTCR Fund VI, L.P.	\$19,813,100.00
GTCR VI Executive Fund, L.P.	\$ 142,040.00
GTCR Associates VI	\$ 44,860.00

EXHIBIT F

OWNERSHIP ON EFFECTIVE DATE

THI Holdings, LLC

Name and Address	Common Units	Class A Preferred Units	Class B Preferred Units	Common Percentage	Voting Percentage*
GTCR Fund VI, L.P.	234,897.17	25,835.17		87.14%	86.83%
GTCR VI Executive Fund L.P.	1,683.98	185.21		0.62%	0.62%
GTCR Associates VI	531.84	58.49		0.20%	0.20%
Anthony F. Misitano	13,800.00	29.83		5.12%	5.10%
Lisa L. MacLean	7,800.00	29.83		2.89%	2.88%
Thomas C. Kanavy	3,150.00	14.92		1.17%	1.16%
Edward S. Croft III	1,350.00	62.195		0.50%	0.50%
Theodore J. Bender III	1,350.00	62.195		0.50%	0.50%
Dale Cordial	3,000.00		970.00	1.11%	1.47%
Christopher Misitano	36.00	11.64		0.01%	0.01%
Timothy F. Nicholson and Deborah B. Nicholson, as tenants by the entireties	1,659.86	51.69		0.62%	0.61%
The Nicholson Family Limited Partnership	36.15	11.69		0.01%	0.01%
Ernest Broadbent	105.00	33.95		0.04%	0.04%
Brad E. Hollinger	75.00	24.25		0.03%	0.03%
Southport Financial Group, Inc.	75.00	24.25		0.03%	0.03%
Total	269,550.00	26,435.31	970.00		

*Each Class B Preferred Unit has voting rights as set forth in the Second Amended and Restated Limited Liability Company Agreement of THI Holdings, LLC.

Atlantic Health Holdings, LLC

Name	Common Units	Class A Preferred Units
GTCR Fund VI, L.P.	9,906,550.00	18,822.445
GTCR VI Executive Fund L.P.	71,020.00	134.938
GTCR Associates VI	22,430.00	42.617