EXECUTION VERSION

UNIT PURCHASE AGREEMENT

among

DENTAQUEST, LLC,

ADVANTAGE CONSOLIDATED, LLC,

AND

ADVANTAGE COMMUNITY HOLDING COMPANY, LLC,

dated as of

December 29, 2015

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UNIT PURCHASE AGREEMENT

This Unit Purchase Agreement (this "**Agreement**"), dated as of December 29, 2015, is entered into by and among DentaQuest, LLC, a Delaware limited liability company (the "**Buyer**"), Advantage Consolidated, LLC, an Oregon limited liability company (the "**Seller**"), Advantage Community Holding Company, LLC, an Oregon limited liability company (the "**Company**"), on itself and on behalf of the Company Parties (as defined herein in **Article I**). The Company, the Buyer and the Seller may be referred to herein collectively as the "**Parties**" and individually as a "**Party**").

RECITALS

WHEREAS, the Seller owns all of the issued and outstanding units in the Company (the "**Units**"); and

WHEREAS, the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, eighty percent (80%) of the Units (the "**Subject Units**"), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I.
DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

"**Acceleration Event**" means a Sale Event of the Company or one or more of those wholly-owned Subsidiaries set forth on Schedule A held by the Buyer. An "Acceleration Event" shall further include a Sale Event of the Buyer or any upstream owners of the Buyer as long as such Sale Event occurs prior to July 1, 2017 and results in a material change in the operational management team of any Company Party. For purposes of this definition, "**Sale Event**" means a direct or indirect sale or transfer (in a single transaction or through a series of related transactions) of: (1) securities representing greater than 50% of the outstanding voting power, or economic interest in, the Company, the Buyer or any upstream owners of the Buyer, as applicable (whether by way of a sale of securities, merger or otherwise); or (2) all or substantially all of the assets of the Company, the Buyer or any upstream owners of the Buyer, as applicable. For the avoidance of doubt, an "Acceleration Event" shall not include a direct or indirect sale or transfer (in a single transaction or through a series of related transactions) to (A) a wholly-owned Subsidiary of the Buyer or (B) an Affiliate of the Buyer, but, provided that, in the case of a transfer or sale to a wholly-owned Subsidiary, such Subsidiary assumes all of the Buyer's obligations under this Agreement, and in the case of any of the foregoing transfers contemplated by (A) or (B), the Buyer remains liable for any breach of this Agreement by such transferee.

"**Accounting Firm**" has the meaning set forth in **Section 2.04(f)**.

"**Acquisition Proposal**" has the meaning set forth in **Section 5.03(a)**.

"**Action**" means any (i) claim, charge, cause of action, lawsuit, demand, notice of violation, citation or summons, request for indemnification, demand for damages (ii) audit, lawsuit, legal proceeding, arbitration proceeding, administrative enforcement proceeding, or subpoena or (iii) written inquiry, investigation, enforcement action, penalties or fines by a Governmental Authority, whether civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Actuarial Analysis**" means each actuarial report, and all attachments, supplements, addenda and modifications thereto prepared for or on behalf of the Company Parties by any actuary, or delivered by any actuary to the Company Parties since January 1, 2011, in which such actuary has: (i) expressed an opinion on the adequacy of the reserves of that the Company Parties, or (ii) expressed an opinion as to the adequacy of premiums or made a recommendation as to the premiums that should be charged by the Company Parties.

Adjusted EBITDA" means (i) the annual consolidated earnings before interest, taxes, depreciation, and amortization ("**EBITDA**") generated by the Company, plus (ii) the EBITDA generated by the Company, Buyer or any Affiliate of Buyer employing the Advantage Model, as adjusted with respect to items (i) and (ii) above in the following manner: (a) any Expansion EBITDA Loss will be added to EBITDA, (b) any Disallowed Expansion EBITDA Gains will be deducted from EBITDA, (c) excluding any Excluded Costs, (c) excluding the gain or loss from any sale, exchange or other disposition of assets or securities other than in the ordinary course of business consistent with past practice, (d) excluding any extraordinary gain or loss, (e) excluding any gain, loss, income or expense resulting from a change accounting methods, principles or practices or a change in GAAP or any GAAP election or treatment not made or utilized by the Company in its audited financial statements for the year ending December 31, 2014, (f) excluding any professional, consulting or similar costs not incurred in the ordinary course of business consistent with the Company's past practices, (g) excluding any extraordinary incentive or other compensation paid to employees of the Company outside the ordinary course of business, (h) excluding any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement, (i) excluding any Transaction Expenses, and (j) excluding any reserves or adjustments to reserves which are not consistent with past practices of the Company unless such reserves or adjustments are otherwise required by applicable Law

"**Advantage Model**" means with respect to each applicable state, (i) the delivery of dental services through dental clinics operated by any Company Party, Buyer or any Affiliate of a Company Party or Buyer (each, a "**Relevant Entity**") using a customary "DSO/PC model", which clinics are the assigned dental home for at least one-third (1/3) of the Covered Lives of such Relevant Entity in such applicable state during the Earn-Out Year; (ii) at least the Minimum Percentage of Dental Providers participating in the Relevant Entity's network in such state hold a direct or indirect ownership interest in a Relevant Entity, and (iii) at least eighty percent (80%) of the total aggregate amount of Covered Lives in such state are treated by primary care Dental Providers participating in the Relevant Entity's network using a capitated

payment model in which such primary care Dental Providers are bearing a material portion of the economic risk of such capitation model through contractual arrangements or ownership structures utilizing case management, budgeting, claims management, or networking management similar to or derivative from those developed and utilized by the Company. The thresholds in such applicable state will be calculated as of the end of the applicable Earn-Out Year.

"**ADP**" means Advantage Dental Plan, Inc., an Oregon domestic insurance company and subsidiary of the Company.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Allocation Review Period**" has the meaning set forth in **Section 6.10**.

"**Allocation Statement**" has the meaning set forth in **Section 6.10**.

"**Amended and Restated Company Operating Agreement**" shall mean that certain limited liability company operating agreement of the Company, dated as of the Closing Date, in the form attached hereto as **Exhibit A**.

"**Amended and Restated Seller Operating Agreement**" shall mean that certain limited liability company operating agreement of the Seller, dated as of the Closing Date, in the form attached hereto as **Exhibit B**.

"**Annual Statements**" means, with respect to any Person, the annual statements of such Person filed with or submitted to the insurance Governmental Authority in the jurisdiction in which such Person is domiciled on forms prescribed or permitted by such Governmental Authority.

"**Authorized Action**" has the meaning set forth in **Section 11.13(c)**.

"**Balance Sheet Rules**" has the meaning set forth in **Section 2.04(c)**.

"**Breaching Party**" has the meaning set forth in **Section 10.01**.

"**Business**" means any and all goods or services provided for, by, or on behalf of any of the Company Parties.

"**Business Day**" means any day except Saturday, Sunday, any federal or Oregon government holiday or any other day on which commercial banks located in New York, New York or Boston, Massachusetts are authorized or required by Law to be closed for business.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer Indemnitees**" has the meaning set forth in **Section 9.02**.

"**Buyer Tax Return**" has the meaning set forth in **Section 6.04(b)**.

"**Buyer's Accountants**" means Ernst & Young LLC.

"**Cash**" means cash and all cash equivalents other than Restricted Cash.

"**Closing**" has the meaning set forth in **Section 2.05.**

"**Closing Date**" has the meaning set forth in **Section 2.05**.

"**Closing Working Capital**" has the meaning set forth in **Section 2.04(a)**.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the recitals.

"**Company Intellectual Property**" means all Intellectual Property that is owned or held for use by the Company Parties.

"**Company IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts, whether written or oral (including any right to receive or obligation to pay royalties or any other consideration), relating to Intellectual Property to which any of the Company Parties is a party, but excluding any such agreements pertaining to "shrink wrap" or "off the shelf" Intellectual Property.

"**Company IP Registrations**" means all the Company Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Company Parties**" means, collectively, the Company, all of the Company's Subsidiaries, Advantage Dental Group P.C., and Oregon Community Dental Care.

"**Confidential Information**" has the meaning set forth in **Section 8.01**.

"**Contracts**" means all legally binding contracts, leases, deeds, mortgages, licenses, instruments, notes, undertakings, indentures, joint ventures and all other agreements and commitments that are currently in effect or under which any party has or may have performance obligations.

"**Covered Lives**" means the total number of individuals in an applicable state during an Earn-Out Year for which the Relevant Entity is contractually obligated to provide covered dental services pursuant to all Insurance Contracts in such applicable state.

"**Current Assets**" means, as of any date, the aggregate current assets of the Company (other than Cash) as of such date, as determined in accordance with the principles and methodologies set forth on Annex A.

"**Current Liabilities**" means, as of any date, the aggregate current liabilities of the Company as of such date, as determined in accordance with the principles and methodologies set forth on Annex A.

"**Data Room**" means the data room hosted by Deloitte Corporate Finance LLC located at https://deloitte-us.firmex.com/projects/286/documents that contains documents that were posted prior to 11:59 p.m. Eastern Time on the third Business Day prior to the date of this Agreement.

"**Dental Provider**" means any dentist, dental hygienist, or other dental professional, or any dental group, clinic or other dental facility, specialty dental provider, ancillary dental service provider, or any other allied health professional.

"**Dental Provider Contract**" means any agreement (whether oral or in writing) involving, directly or indirectly, the payment of remuneration, in cash or in kind, with any Dental Provider for the provision of dental, dental hygiene, or other services directly or indirectly related to the provision of dental care, goods, or services.

"**Derivative Transaction**" means any transaction that is a Contract, agreement, swap, warrant, note, or option, that is based, in whole or in part, on the value of, any interest in, or any quantitative measure or the occurrence of any event relating to, one or more commodities, securities, currencies, interest, or other rates, indices, or other assets.

"**Direct Claim**" has the meaning set forth in **Section 9.04(c)**.

"**Disallowed Expansion EBITDA Gains**" means Expansion EBITDA Gains for an applicable Earn-Out Year calculated for all states, taken together in the aggregate (but excluding Oregon) to the extent of (a) any Expansion EBITDA Losses for all states, taken together in the aggregate (but excluding Oregon) in such Earn-Out Year, and (b) any Expansion EBITDA Losses from a prior Earn-Out Year to the extent not already applied pursuant to this definition to disallow Expansion EBITDA Gains for a prior Earn-Out Year.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by the Seller and the Buyer concurrently with the execution and delivery of this Agreement.

"**Dollars or $**" means the lawful currency of the United States.

"**DOJ**" shall mean the U.S. Department of Justice.

"**Drop Dead Date**" means September 30, 2016.

"**Earn-Out**" has the meaning set forth in **Section 2.06**.

"**Earn-Out Cap**" has the meaning set forth in **Section 2.06**.

"**Earn-Out Payment**" has the meaning set forth in **Section 2.06(a)**.

"**Earn-Out Payment Objection Notice**" has the meaning set forth in **Section 2.06(b)(ii)**.

"**Earn-Out Payment Review Period**" has the meaning set forth in **Section 2.06(b)(ii)**.

"**Earn-Out Payment Statement**" has the meaning set forth in **Section 2.06(b)(i)**.

"**Earn-Out Period**" has the meaning set forth in **Section 2.06(a)**.

"**Earn-Out Target**" has the meaning set forth in **Section 2.06(a)**.

"**Earn-Out Year**" has the meaning set forth in **Section 2.06(a)**.

"**Encumbrance**" means any indenture, hypothecation, assignment, charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), levy, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, right of first offer, purchase right, lease, sublease, or similar property interest, encumbrance of any nature, restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, or any conditional sales contract or title retention contract, whether voluntarily or involuntarily given, assignment or deposit arrangement having substantially the same economic effect as any of the foregoing.

"**Environmental Claim**" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials, or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"**Environmental Law**" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.,

the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"**Environmental Notice**" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**ERISA Affiliate**" means all employers (whether or not incorporated) that would be treated together with the Company or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code.

"**Escrow Agent**" means the entity designated to serve as escrow agent under the Escrow Agreement.

"**Escrow Agreement**" means the Escrow Agreement among the Buyer, the Seller, and the Escrow Agent in the form attached hereto as **Exhibit C**.

"**Escrow Amount**" means the sum of [redacted] to be deposited with the Escrow Agent and held in escrow pursuant to the Escrow Agreement.

"**Estimated Closing Working Capital**" has the meaning set forth in **Section 2.04(c)**.

"**Excluded Costs**" means any management fees, service fees, or other corporate charges by the Buyer or any of its Affiliates; provided, however, that the Excluded Costs shall not include any personnel costs, direct costs or other similar expenses of Buyer or its Affiliates directly incurred by them in connection with their provision of services to or for the benefit of any Company Party. For the avoidance of doubt, "Excluded Costs" shall not include an allocation or apportionment of expenses incurred by Buyer or one of its Affiliates with respect to Human Resources, Finance, and Legal Departments as long as such allocation or apportionment is made generally on the basis of the annual utilization of such resources by the Company.

"**Expansion EBITDA Loss**" means losses incurred by the Company Parties, Buyer or any Affiliate of Buyer in employing the Advantage Model in all states, taken together in the aggregate (excluding Oregon) for the applicable Earn-Out Year.

"**Expansion EBITDA Gains**" means the EBITDA contribution generated by the Company Parties, the Buyer or any Affiliate of the Buyer in employing the Advantage Model to expand into all states, taken together in the aggregate (excluding Oregon) for the applicable Earn-Out Year.

"**Final Closing Balance Sheet**" has the meaning set forth in **Section 2.04(d)**.

"**Final Purchase Price**" has the meaning set forth in **Section 2.05(d)**.

"**Final Working Capital Amount**" has the meaning set forth in **Section 2.04(f)**.

"**Financial Statements**" has the meaning set forth in **Section 3.05**.

"**FTC**" shall mean the U.S. Federal Trade Commission.

"**Full-Year Financial Statements**" has the meaning set forth in **Section 3.05**.

"**Fundamental Representations**" means the representations and warranties in **Section 3.01** (Organization and Authority of the Seller and the Company), **Section 3.02** (Capitalization of the Company), **Section 3.13** (Title to Assets; Real Property), **Section 3.23** (Taxes), and **Section 3.27** (Brokers).

"**GAAP**" means generally accepted accounting principles of the United States of America consistently applied.

"**Governmental Approvals**" means the approval by every Governmental Authority that is necessary or required in order for the Seller or Company Parties to conduct their business operations or the transactions contemplated by this Agreement to be consummated.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, tribunal or federal, state, local or foreign court.

"**Government Contracts**" has the meaning set forth in **Section 3.09(a)(vi)**.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"**Hart-Scott-Rodino Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended and the rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.

"**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws, and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"**Healthcare Laws**" shall mean (i) all federal Laws relating to health care fraud and abuse, anti-kickback, and self-referrals, including: the Anti-Kickback Law, 42 U.S.C. § 1320a-7b, 42 C.F.R. § 1001.952, the Civil Monetary Penalties Act, 42 U.S.C. § 1320a-7a, the federal

physician self-referral prohibition, 42 U.S.C. § 1395nn, 42 C.F.R. § 411.351 et seq., the False Claims Act, 31 U.S.C. § 3729 et seq., HIPAA, the Food, Drug, and Cosmetic Act (21 U.S.C. § 321 et seq.), Title XVIII of the Social Security Act (42 U.S.C. § 1395, et seq.), as applicable; Title XIX of the Social Security Act (42 U.S.C. § 1396a, et seq.), as applicable; (ii) any and all state Laws relating to health care fraud and abuse, anti-kickback, and self-referrals; (iii) federal Laws relating to the Medicare and Medicaid programs or any other federal health care program applicable to such Person's business as presently conducted; (iv) state Laws relating to Medicaid or any other state or federal health care or health insurance programs, including, but not limited to, the Federal Employees Health Benefit Program under 5 U.S.C. §§ 8902 et seq., TRICARE, CHAMPVA, and CHIP; (v) federal or state Laws relating to billing or claims for reimbursement submitted to any Payor; (vi) state Laws relating to or restricting the corporate practice of dentistry; (vii) state Laws prohibiting fee-splitting; (viii) any and all federal and state Laws relating to insurance, third party administrator, utilization review and risk sharing products, services and arrangements; and (ix) any state Laws governing the practice of dentistry and any other state health care Law applicable to such Person's business as presently conducted.

"**Healthcare Representations**" means **Section 3.20(a)** (Permits), **Section 3.30** (Compliance with Healthcare Laws), **Section 3.32** (Compliance with Privacy Laws) and **Section 3.33(a)** (Refunds).

"**HIPAA**" refers jointly to the Health Insurance Portability and Accountability Act of 1996, including all amendments, revisions, updates and regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health ("**HITECH**") Act of 2009, including all amendments, revisions, updates and regulations promulgated thereunder.

"**HIPAA Breach**" means the breach of PHI in violation of HIPAA that the Seller experienced from at least February 23, 2015 – February 26, 2015 affecting, according to the Company, 151,626 individuals as further described in the Disclosure Schedules, including without limitation, as described on **Sections 3.15(h)**, **3.30(i)**, **3.32(a)**, and **3.32(d)** of the Disclosure Schedules, and HIPAA compliance generally by the Seller and the Company Parties.

"**Income Tax**" means any federal, state, local or non-U.S. Tax measured by or imposed on net income, including any interest, penalty or addition thereto, whether disputed or not.

"**Income Tax Return**" means any Tax Return relating to Income Taxes, including any schedule or attachment thereto.

"**Indebtedness**" means with respect to any Person, without duplication, all obligations (including all obligations in respect of principal, accrued interest, penalties, fees and premiums) of such Person (a) for borrowed money (including overdraft facilities) or in respect of loans or advances (including, in any case, any prepayment premiums due or arising as a result of the consummation of the transactions contemplated hereby), (b) evidenced by notes, bonds, debentures or similar contractual obligations, (c) for deferred rent or the deferred purchase price of property, goods or services (other than trade payables or accruals incurred in the ordinary course of business, but including any deferred purchase price Liabilities, earnouts, contingency payments, installment payments, seller notes, promissory notes, or similar Liabilities, in each case, related to acquisitions (whether through acquisition of assets or equity or otherwise) or the

repurchase of service provider equity and, for the avoidance of doubt, in each case, whether or not contingent), (d) under capital leases (in accordance with GAAP), (e) in respect of letters of credit and bankers' acceptances (in each case whether or not drawn, contingent or otherwise), (f) in respect of severance, change of control payments, phantom stock payments, stay bonuses, retention bonuses, transaction bonuses, and other bonuses and similar Liabilities due or arising solely as a result of the consummation of the transactions contemplated hereby including the employer's portion of the payroll taxes payable in connection therewith, (g) for contractual obligations relating to Derivative Transactions and (h) in the nature of guarantees of the obligations described in clauses (a) through (g) above of any other Person (other than a Company Party), provided however, that Indebtedness shall expressly exclude any Indebtedness directly related to the NMTC Financings.

"**Indemnified Party**" has the meaning set forth in **Section 9.03A**.

"**Indemnified Taxes**" means any and all: (a) Pre-Closing Taxes; (b) Taxes of any member of an affiliated, consolidated, combined or unitary group of which any Company Party (or any predecessor of such Company Party) is or was a member prior to the Closing by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state or local Law; and (c) Taxes of any Person imposed on any Company Party arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date (but specifically excluding any such Taxes to the extent attributable to a Post-Closing Tax Period as determined in a manner consistent with **Section 6.03**), in each case, together with any out-of-pocket fees and expenses (including reasonable attorneys' and accountants' fees) incurred in connection therewith; provided, however, the term "Indemnified Taxes" shall not include any Taxes to the extent such Taxes were included in the calculation of Final Working Capital.

"**Indemnifying Party**" has the meaning set forth in **Section 9.03A**.

"**Independent Accountant**" has the meaning set forth in **Section 6.04(a)**.

"**Independent Firm**" has the meaning set forth in **Section 2.06(b)(iii)**.

"**Insurance Contract**" means any health or dental insurance Contract, Reinsurance Contract and any other Contract, agreement or product that is currently in force, or has remaining obligations if not currently in force, and is regulated by the insurance Laws governing any portion of the Territory.

"**Insurance License**" means any License granted by a Governmental Authority to transact an insurance or reinsurance business.

"**Insurance Regulator**" means, with respect to any jurisdiction, the Governmental Authority charged with the supervision of insurance companies in such jurisdiction.

"**Intellectual Property**" means all intellectual property rights and assets, and all rights, interests and protections that are associated with any of the foregoing, however arising, pursuant to the Laws of the U.S., whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, and other similar

designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

"**Interim Financial Statements**" has the meaning set forth in **Section 3.05**.

"**Investment Assets**" means bonds, notes, debentures, mortgage loans, collateral loans, and all other instruments of indebtedness, stocks, partnership, or joint venture interests, and all other equity interests, real estate and leasehold and other interests therein, certificates issued by or interests in trusts, cash on hand and on deposit, personal property, and interests therein, and all other assets acquired for investment purposes.

"**Knowledge of the Seller or the Seller's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of those Persons identified on **Schedule I**, or such knowledge as any such Person could be expected to attain after due inquiry.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Leased Real Property**" has the meaning set forth in **Section 3.13(a)**.

"**Leases and Subleases**" has the meaning set forth in **Section 3.13(c)**.

"**Liabilities**" means a liability, obligation, claim, or cause of action (of any kind or nature whatsoever, whether absolute, accrued, contingent, or otherwise, and whether known or unknown).

"**Loss**" or "**Losses**" means incurred out of pocket losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, Taxes, costs or expenses, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder.

"**Made Available**" means that the information in question has been uploaded to the Data Room.

"**Management Agreement**" has the meaning set forth in **Section 5.11**.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to be materially adverse to (a) the Business, results of operations, financial condition, prospects or assets of the Company Parties, in the aggregate, or (b) the ability of the Seller to consummate the transactions contemplated hereby; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) any changes, conditions or effect in the United States or foreign economies or securities or financial markets in general; (ii) changes, conditions or effects that affect the industry in which the Company operate; (iii) the effect of any changes in applicable Laws or accounting rules or principles (including GAAP); (iv) conditions caused by acts of terrorism or war (whether or not declared or any natural or man-made disaster or other acts of God; (v) the announcement, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, including by reason of the identity of the Buyer or any communication by the Buyer or any of its Affiliates regarding its plans or intentions with respect to the Business, and including the impact thereof on relationships with customers, suppliers, distributors, partners or employees or others having relationships with of the Business or litigation arising relating to this Agreement or the transactions contemplated hereby (provided that the exceptions in clause (v) shall not apply to any representation and warranty of the Seller the subject matter of which is in respect of the consequences resulting from the consummation of the transactions contemplated by this Agreement or the execution or delivery of this Agreement or the performance of obligations hereunder under applicable Contracts or with respect to applicable Laws or Permits); (vi) arising out of, resulting from or attributable to any action taken by the Company or its Subsidiaries as contemplated or permitted by this Agreement or with the Buyer's consent; or (vii) any failure by the Company and its Subsidiaries, taken as a whole, to meet any internal or public projections, forecasts or estimates of revenue or earnings (but, for the avoidance of doubt, in each case, the underlying reason or cause of any such failures shall be taken into account in determining whether there has been or will be a Material Adverse Effect unless otherwise excepted pursuant to items (i) through (vi)); except with respect to clauses (i) through (iv), for such events, occurrences, facts, conditions or changes, which disproportionately affect, individually or together with any other events, occurrences, facts, conditions or changes, the Company Parties, when compared to other Persons operating in the industry in which the Company Parties operate.

"**Material Contracts**" has the meaning set forth in **Section 3.09(a)**.

"**NMTCs**" means "New Markets Tax Credits" under Section 45D of the Code and/or under Sections 285C.650, 285C.653, 285C.656 and 315.529 to 315.536 of the Oregon Revised Statutes.

"**NMTC Borrower**" means each of the following Subsidiaries of the Company (each, a Delaware limited liability company): (i) Advantage QALICB-1, LLC, (ii) Advantage Harbor QALICB, LLC and (iii) Advantage LaPine QALICB, LLC.

"**NMTC Financings**" means, collectively, the three financing transactions identified on Section 3.13(h) of the Disclosure Schedule in which loans that were enhanced by NMTCs were made to the NMTC Borrowers.

"**Non-breaching Party**" has the meaning set forth in **Section 10.01**.

"**Non-Competition Restriction Agreements**" means, collectively, the Non-Competition Restriction Agreements, dated July 28, 2009, between PacificSource Health Plans, on the one hand, and each of Advantage Professional Management, LLC, Advantage Consolidated, LLC, Advantage Community Holding Company, LLC, Advantage Dental Plan, Inc., and the Seller, on the other hand.

"**Notice of Disagreement**" has the meaning set forth in **Section 2.04(e)**.

"**OIG**" has the meaning set forth in **Section 3.30(l)**.

"**Open Source Software**" means any Software that is distributed as "free software," "open source software" or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition (http://opensource.org/osd) (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License and BSD Licenses) or otherwise may require disclosure or licensing to any third party of any Intellectual Property rights or source code with which such software component is used or compiled.

"**Operations Insurance Policies**" has the meaning set forth in **Section 3.18**.

"**Organizational Documents**" means (a) in the case of a corporation, the articles or certificate of incorporation and bylaws of such corporation; (b) in the case of a limited liability company, the articles or certificate of formation and operating agreement of such limited liability company; (c) in the case of a limited partnership, the articles or certificate of limited partnership and the partnership agreement of such limited partnership; (d) in the case of a trust, the instruments creating such trust; and (e) in the case of any other entity, documents similar to those set forth above; including, in the case of each of (a) through (e), any amendments thereto.

"**Owned Real Property**" has the meaning set forth in **Section 3.13(a).**

"**PacificSource Agreement**" means the Dental Services Panel Agreement, effective July 28, 2009, between PacificSource Health Plans and Advantage Dental Plan, Inc., as amended.

"**Payors**" means all dental care service plans, health maintenance organizations, health insurers, health benefit plan issuers, managed care organizations, and/or other private or governmental third-party payors.

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" has the meaning set forth in **Section 3.13(a)**.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other organization, whether or not a legal entity.

"**PHI**" means protected health information.

"**Plan**" has the meaning set forth in **Section 3.22(a).**

"**Post-Closing Tax Period**" means any taxable period beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

"**Pre-Closing Taxes**" means Taxes of the Company Parties for any Pre-Closing Tax Period; provided, however, the term "Pre-Closing Taxes" shall not include any Taxes to the extent such Taxes were included in the calculation of Final Working Capital.

"**Preliminary Closing Balance Sheet**" has the meaning set forth in **Section 2.04(c)**.

"**Privacy Laws**" means HIPAA, HITECH, Federal and State laws governing the privacy and security of individually identifiable personal information and/or protected health information (or as States may otherwise define confidential health information) and all regulations promulgated under these laws.

"**Proceeding**" means any charge, complaint, action, suit, proceeding, mediations, orders, arbitration, hearing, audit, formal inquiry, subpoena, civil investigative demand, audit engagement letter, notice of violation, notice of potential violation, notice of intent to impose sanction or assess penalty, investigation, or financial examinations (whether civil, criminal, administrative, investigative, at law or in equity) commenced, filed, brought, conducted or heard by, against, to, of or before or otherwise involving, any Governmental Authority.

"**Producer**" means any insurance agent, third-party administrator, marketer, underwriter, wholesaler, broker, producer, reinsurance intermediary or distributor of insurance or any insurance product.

"**Programs**" means any state Medicaid or other state or federal healthcare program.

"**Purchase Price**" has the meaning set forth in **Section 2.02**.

"**Quarterly Statements**" means, with respect to any Person, the quarterly statements of such Person filed with or submitted to the insurance Governmental Authority in the jurisdiction in which such Person is domiciled on forms prescribed or permitted by such Governmental Authority. If a Person is not required to file or submit quarterly statements to any insurance Governmental Authority, then that Person's "Quarterly Statements" will be its internally-

prepared quarterly financial statements prepared in accordance with the same statutory accounting principles that are applicable to its respective Annual Statements.

"**Real Property**" means the real property owned, leased, licensed or subleased by the Company Parties, including, without limitation the Owned Real Property and the Leased Real Property, together with all buildings, structures, facilities and other improvements located thereon, all fixtures, systems, equipment and items of personal property of the Company Parties attached or appurtenant thereto.

"**Reference Balance Sheet**" has the meaning set forth in **Section 3.05**.

"**Reference Balance Sheet Date**" has the meaning set forth in **Section 3.05**.

"**Reinsurance Contract**" means a Contract between insurance companies whereby one insurance company agrees to indemnify another insurance company for all or a portion of losses incurred by the other insurance company under some or all of its issued insurance policies.

"**Release**" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Requirements of Law**" means, as to any Person, provisions of the Organizational Documents of such Person, or any Law, Healthcare Law, treaty, policy, code, rule, regulation, right, privilege, qualification, license or franchise or determination of an arbitrator or a court or other Governmental Authority, in each case applicable or binding upon such Person or any of such Person's property or to which such Person or any of such Person's property is subject or pertaining to any or all of the transactions contemplated or referred to herein.

"**Reimbursement Payment**" has the meaning set forth in **Section 8.04**.

"**Restricted Business**" means the business activities of the Company Parties as conducted on the date hereof or on the Closing Date.

"**Restricted Cash**" means reserves of the Company which are required to be retained pursuant to applicable Law regulating the Company's insurance related activities as discussed in **Section 3.06**.

"**Restrictive Covenant Agreements**" has the meaning set forth in **Section 7.02(g)**.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Indemnitees**" has the meaning set forth in **Section 9.03**.

"**Seller Tax Returns**" has the meaning set forth in **Section 6.04(a)**.

"**Shortfall**" has the meaning set forth in **Section 2.06(c)**.

"**Software**" shall mean (a) any and all software or computer programs, and (b) all associated data, databases, data structures and compilations of data, regardless of their form or embodiment. The term "**Software**" shall include, without limitation, all versions of any and all such software or computer programs (including software programs, objects, modules, routines, algorithms and code), all screen displays and designs thereof, all programming scripts, all files and documents written in a mark-up language, and all descriptions, flow charts and other work product used to design, plan, organize and develop any of the foregoing. Unless otherwise specified, the term "**Software**" shall refer to such software or computer programs in each and every applicable tangible form, including source code, object code, interpreted and executable forms.

"**Statutory Accounting Statements**" means Annual Statements and Quarterly Statements.

"**Straddle Period**" has the meaning set forth in **Section 6.03**.

"**Structured Product**" means a pre-packaged investment strategy based on derivatives, such as a single security, a basket of securities, options, indices, commodities, debt issuance and/or foreign currencies.

"**Subject Units**" has the meaning set forth in the recitals.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (a) if a corporation, fifty percent (50%) or more of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a partnership, limited liability company, association or other business entity, fifty percent (50%) or more of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. References to any Subsidiary or Subsidiaries herein shall be deemed to refer to Subsidiaries of any Subsidiary, unless the context provides otherwise.

"**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Tax Claim**" has the meaning set forth in **Section 6.05**.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document required by Law to be filed with a Government Authority relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Territory**" means the State of Oregon.

"**Third Party Claim**" has the meaning set forth in **Section 9.04(a)**.

"**Transaction Documents**" means this Agreement, the Escrow Agreement, the Amended and Restated Company Operating Agreement, the Amended and Restated Seller Operating Agreement, the Restrictive Covenant Agreements, and such other ancillary agreements, instruments and documents reasonably requested by the Buyer.

"**Transaction Expenses**" means the costs, fees and expenses (including legal, accounting, investment banking, advisory and other costs, fees and expenses) of the Seller and the Company Parties incurred or committed to in connection with the negotiation, execution and consummation of this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby. For the avoidance of doubt, Transaction Expenses shall include 100% of the cost of the tail insurance contemplated by **Section 7.02(p)(ii)**.

"**Units**" has the meaning set forth in the recitals.

"**WC Deficit Amount**" has the meaning set forth in **Section 2.05(b)**.

"**WC Excess Amount**" has the meaning set forth in **Section 2.05(a)**.

"**Working Capital**" means those certain Current Assets minus Current Liabilities in each case of the type set forth on **Schedule II.**

"**Working Capital Adjustment**" has the meaning set forth in **Section 2.04(c)**.

"**Working Capital Holdback Fund**" has the meaning set forth in **Section 2.04(i)**.

"**Working Capital Target**" has the meaning set forth in **Section 2.04(a)**.

Article II.
PURCHASE AND SALE

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, the Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, the Subject Units, free and clear of all Encumbrances, for the consideration specified in **Section 2.02**.

Section 2.02 Purchase Price. The aggregate purchase price (the "**Purchase Price**") for the Subject Units shall be (i) [redacted] plus (ii) the amount (if any) by which the Estimated Closing Working Capital exceeds the Working Capital Target by more than [redacted] or minus the amount (if any) by which the Working Capital Target exceeds the Estimated

Closing Working Capital by more than [redacted] (the "**Cash Consideration**") plus (iii) the Earn-Out Payments, if any, that become due and payable pursuant to **Section 2.06** and as adjusted by **Section 2.05**.

Section 2.03 Transactions to Be Effected at the Closing.

(a) At the Closing, the Buyer shall:

(i) Deposit the Escrow Amount by wire transfer of immediately available funds into an account designated by the Escrow Agent, which Escrow Amount is to be held and distributed in accordance with the terms of the Escrow Agreement;

(ii) Pay off and satisfy in full (i) all Indebtedness of the Company Parties (excluding NMTC Financings which will remain with the Company) and (ii) all Transaction Expenses of the Company Parties;

(iii) Deliver the Cash Consideration, less the Escrow Amount and the payments described in **Section 2.03(a)(ii)**, by wire transfer or other means of immediately available funds to an account of the Seller that is designated in writing by the Seller to the Buyer no later than two (2) Business Days prior to the Closing Date; and

(iv) Deliver to the Seller the Transaction Documents (excluding the Amended and Restated Seller Operating Agreement) and all other agreements, documents, instruments or certificates required to be delivered by the Buyer at or prior to the Closing pursuant to **Section 7.03** of this Agreement.

(b) At the Closing, the Seller shall deliver to the Buyer:

(i) certificates evidencing the Subject Units, free and clear of all Encumbrances, duly endorsed in blank or accompanied by a unit power or other instrument of transfer duly executed in blank, with all required unit transfer tax stamps affixed thereto;

(ii) establish the Working Capital Holdback Fund which fund will be held in a bank account separate from the remainder of the Cash Consideration received by Seller; and

(iii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by the Seller at or prior to the Closing pursuant to **Section 7.02** of this Agreement.

Section 2.04 Working Capital.

(a) The Purchase Price is based, in part, on the Company having an aggregate Working Capital in an amount to be agreed upon by the Buyer and the Seller prior to Closing calculated in accordance with the categories and items set forth in Schedule II and taking into account seasonal historic levels (the "**Working Capital Target**"). Accordingly, the Purchase Price is subject to adjustment pursuant to the procedures set forth in **Section 2.05** if the aggregate Working Capital of the Company as of the Closing (the "**Closing Working Capital**") is greater or less than the Working Capital Target.

(b) Prior to the Closing, the Seller shall cause the Company to, and the Company shall, distribute all Cash of the Company to the Seller.

(c) On or before the fifth (5th) Business Day prior to the Closing Date, the Seller shall deliver to the Buyer (a) an estimated consolidated balance sheet of the Company as of immediately prior to the Closing (the "**Preliminary Closing Balance Sheet**") setting forth a good faith estimate of the assets, liabilities and member's equity of the Company on a consolidated basis as of immediately prior to the Effective Time, and (b) the calculation, based on the Preliminary Closing Balance Sheet, of the amount of the Closing Working Capital (the "**Estimated Closing Working Capital**"). The Preliminary Closing Balance Sheet and Estimated Closing Working Capital shall be prepared and determined in accordance with the principles and methodologies set forth on Annex A (the "**Balance Sheet Rules**"). The Purchase Price shall be increased or decreased, as applicable, on a dollar-for-dollar basis by the amount by which Closing Working Capital exceeds or is less than, as applicable, the Working Capital Target by more than [redacted] (the "**Estimated Working Capital Adjustment**").

(d) As soon as reasonably practicable following the Closing Date, and in any event within one hundred twenty (120) days thereof, the Buyer shall cause the Company Parties to prepare and deliver to the Seller (i) a consolidated balance sheet of the Company as of immediately prior to the Closing (the "**Final Closing Balance Sheet**") setting forth the calculation of the assets, liabilities and member's equity of the Company on a consolidated basis as of immediately prior to the Effective Time and (ii) the calculation of the Closing Working Capital, based on the Final Closing Balance Sheet. The Final Closing Balance Sheet and the Closing Working Capital shall be prepared using the same accounting principles and practices and in the same format and using the same line item classifications used by the Sellers in preparing the Preliminary Closing Balance Sheet, including the Balance Sheet Rules.

(e) During the forty-five (45) day period following the Seller receipt of the Final Closing Balance Sheet, the Seller and its advisors, including its independent auditors, shall be permitted to review, and the Buyer shall promptly make available, the books, records and working papers of the Company relating to the calculation of the Closing Working Capital. Subject to the Buyer's compliance with the foregoing, the Final Closing Balance Sheet shall become final and binding upon the Parties on the forty-fifth (45th) day following delivery thereof, unless the Seller gives written notice of its disagreement with the Final Closing Balance Sheet (the "**Notice of Disagreement**") to the Buyer prior to or on such date. The Notice of Disagreement shall specify in reasonable detail the nature of each disagreement so asserted. Any items included in the Final Closing Balance Sheet which are not disputed by the Seller in the Notice of Disagreement (other than items necessary to offset an issue raised in the Notice of Disagreement) shall be deemed agreed to by the Seller.

(f) If a Notice of Disagreement is delivered in accordance with **Section 2.04(e)**, the Seller and the Buyer shall, during the thirty (30)-day period following such delivery, use their reasonable best efforts to reach agreement with respect to the matters specified in the Notice of Disagreement. If during such thirty (30)-day period the Seller and the Buyer are unable to reach such agreement, they shall promptly thereafter cause Grant Thorton LLP (the "**Accounting Firm**") to review the relevant portions of this Agreement, the Final Closing Balance Sheet, the Closing Working Capital, the Notice of Disagreement and the disputed items or amounts for the

purpose of calculating Closing Working Capital in accordance with this Agreement; provided that the scope of the dispute to be resolved by the Accounting Firm shall be limited to whether the Final Closing Balance Sheet and the Closing Working Capital were prepared using the same accounting principles and practices, in the same format and using the same line item classifications used by the Seller in preparing the Preliminary Closing Balance Sheet (including the Balance Sheet Rules) with respect to the disputed items and whether there were mathematical errors in the computation of the Closing Working Capital with respect to the disputed items, and the Accounting Firm shall not make any other determination. In reaching its determination, the only alternatives available to the Accounting Firm will be to (i) accept the position of the Seller, (ii) accept the position of the Buyer or (iii) determine a position between those two positions. The Accounting Firm shall deliver to the Seller and the Buyer, as promptly as practicable (but in no event later than forty-five (45) days from the date of its engagement), a written report setting forth its determination of the disputed items. Absent Fraud or manifest error, such report shall be final, binding and non-appealable upon the Seller and the Buyer, and a Judgment may be entered in respect thereof in any court of competent jurisdiction. The Closing Working Capital as and when it is finally determined in accordance with **Section 2.04(e)** or this **Section 2.04(f)**, as the case may be, is referred to herein as the "**Final Working Capital Amount**."

(g) The fees and expenses of the Accounting Firm shall be borne by the Buyer and the Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportionate allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the merits of the matters submitted. If the Accounting Firm specifically identified above is unable or unwilling to act as such hereunder, then the "Accounting Firm" for all purposes of this Agreement shall be any other independent public accounting firm reasonably acceptable to the Seller and the Buyer. Except as expressly provided above with regard to the Accounting Firm, all costs and expenses incurred by the Parties in connection with the matters contemplated by this **Section 2.04** shall be borne by the Party incurring such expense.

(h) Following the Closing and until the determination of the Final Working Capital Amount, the accounting books and records of the Seller on which the Final Closing Balance Sheet is to be based shall be maintained consistent with the Balance Sheet Rules, and the Buyer shall not take any action with respect to such accounting books and records that would alter or affect (i) the results of the procedures set forth in this **Section 2.04**, including the amount of Closing Working Capital or any other value set forth on the Final Closing Balance Sheet, or (ii) the procedures set forth in this **Section 2.04**, including the preparation of the Final Closing Balance Sheet or the resolution of any dispute regarding the Final Closing Balance Sheet. From and after the Closing and until the determination of the Final Working Capital Amount, the Buyer shall afford, and shall cause its Affiliates to afford, the Seller and its Representative, at the Seller's sole cost and expense, with reasonable access during normal business hours to all the properties, books, contracts, personnel and records of the Company relevant to the determination of the Final Working Capital Amount, including access to the working papers of the Buyer and its independent auditors prepared in connection with any Notice of Disagreement.

(i) On or prior to the Closing, Seller hereby covenants to establish and maintain a holdback fund (the "**Working Capital Holdback Fund**") in an amount reasonably determined by Seller and approved by Buyer, which approval shall not be unreasonably withheld, to ensure

the Seller's timely payment of the WC Deficit Amount, if any. The Working Capital Holdback Fund shall be used solely by the Seller to promptly pay the WC Deficit Amount, if any, pursuant to Section 2.05(b). Upon the final and complete satisfaction of the Seller's payment of the WC Deficit Amount, if any, Seller may disburse the balance of the Working Capital Holdback Fund in such manner as it determines in its sole and absolute discretion. Subject to the limitations in this **Section 2.04**, Buyer shall have the right to offset any WC Deficit Amount not timely paid by the Seller against any other amounts due to the Seller or any of its direct or indirect owners, including, without limitation, against any Earn-out Payment or distributions payable to the Seller pursuant to the Amended and Restated Company Operating Agreement.

Section 2.05 Purchase Price Adjustment.

(a) If the Final Working Capital Amount exceeds the Estimated Closing Working Capital by more than [REDACTED] the Purchase Price shall be increased by the amount by which the Final Working Capital Amount exceeds the Estimated Closing Working Capital by more than [REDACTED] (the amount of such excess, the "**WC Excess Amount**"), and the Buyer shall pay to the Seller the WC Excess Amount within five (5) Business Days after the date on which the Final Working Capital Amount is finally determined in accordance with **Section 2.04(e)** or **Section 2.04(f)**.

(b) If the Estimated Closing Working Capital exceeds the Final Working Capital Amount by more than [REDACTED] the Purchase Price shall be decreased by the amount by which the Estimated Closing Working Capital exceeds the Final Working Capital Amount by more than [REDACTED] (the amount of such deficit, the "**WC Deficit Amount**"), and the Seller shall pay to the Buyer the WC Deficit Amount within five (5) Business Days after the date on which the Final Working Capital Amount is finally determined in accordance with **Section 2.04(e)** or **Section 2.04(f)**.

(c) If the Final Working Capital Amount is equal to the Estimated Closing Working Capital, then the Purchase Price shall not be adjusted and no payment shall be made pursuant to this **Section 2.05**.

(d) Any amount payable under this **Section 2.05** shall be paid by wire transfer of immediately available funds to the account specified therefor by the relevant payee in writing. The Purchase Price as adjusted or not adjusted, as the case may be, pursuant to the foregoing clauses (a), (b) and (c) of this **Section 2.05** shall hereinafter be referred to as the "**Final Purchase Price**."

(e) Any payments made under this **Section 2.05** shall be treated by the Parties as an adjustment to the Purchase Price for income tax purposes.

Section 2.06 Earn-Out. As additional consideration for the Subject Units being sold by the Seller and purchased by the Buyer hereunder, the Buyer shall pay the Seller a total earn-out (the "**Earn-Out**") of up to, and in no event exceeding, [REDACTED] (the "**Earn-Out Cap**"), in accordance with this **Section 2.06**.

(a) **Earn-Out Payments**. The Seller shall be eligible to earn annual earn-out payments for each of the twelve (12) month periods ending (i) December 31, 2016, (ii)

December 31, 2017, and (iii) December 31, 2018 (each period designated in clauses (i) through (iii), each, an "**Earn-Out Year**") based upon the level of Adjusted EBITDA earned by the Company during each applicable Earn-Out Year. The Earn-Out shall be calculated and payable as follows: [redacted] for every $1 by which the Company exceeds [redacted] in Adjusted EBITDA (the "**Earn-Out Target**") for each Earn-Out Year, in each case up to a maximum of [redacted] payable in any such Earn-Out Year (each, an "**Earn-Out Payment**"), subject to further adjustment provided in **Section 2.06(b)**. In the event of an Acceleration Event, all remaining Earn-Out Payments that Seller would be eligible to receive shall be immediately payable at the maximum amount (e.g., if an Acceleration Event occurs prior to Seller receiving an Earn-Out Payment for the period ending December 31, 2016, then an Earn-Out Payment of [redacted] would be payable for Earn-Out Years, totaling [redacted]). "**Earn-Out Period**" shall mean the earlier of (i) the Earn-Out Years taken collectively, or (ii) the Closing Date and continuing until Seller's receipt of the Earn-Out Payments to which it is entitled in connection with an Acceleration Event.

(b) **Earn-Out Payment Statement.**

(i) The Buyer shall prepare and deliver to the Seller a calculation of the Adjusted EBITDA for each applicable Earn-Out Year and the resulting Earn-Out Payment amount, if any (each, including the additional information and calculations pursuant to **Section 2.06(c)**, if applicable, an "**Earn-Out Payment Statement**"), within one hundred and twenty (120) days following the end of each such Earn-Out Year.

(ii) The Seller shall have the right to review each Earn-Out Payment Statement for a period of sixty (60) days following the delivery of such statement by the Buyer (each, an "**Earn-Out Payment Review Period**"). The Buyer shall keep accurate books and records used in preparing each Earn-Out Payment Statement and shall make them available to the Seller at reasonable times and upon reasonable notice following the delivery of the Earn-Out Payment Statement by the Buyer to the Seller hereunder. The Seller shall have the right to object to the calculation of Adjusted EBITDA and, the resulting Earn-Out Payment Amount, if any, set forth in such Earn-Out Payment Statement by notifying the Buyer in writing (an "**Earn-Out Payment Objection Notice**") of such objection (and the details thereof) and the Buyer's calculation of Adjusted EBITDA and the resulting Earn-Out Payment Amount, if any, prior to the expiration of the Earn-Out Payment Review Period. If the Seller does not make any such objection prior to the expiration of the Earn-Out Payment Review Period, the calculation of Adjusted EBITDA and the resulting Earn-Out Payment Amount, if any, set forth in such Earn-Out Payment Statement shall be determinative for purposes of this **Section 2.06** and shall be final and binding on the Parties.

(iii) If the Seller timely delivers an Earn-Out Payment Objection Notice to the Buyer prior to the expiration of the applicable Earn-Out Payment Review Period, then the Buyer and the Seller shall attempt in good faith to resolve the disputed matters within thirty (30) days after receipt of the same by the Buyer, and, if unable to do so, the Buyer and the Seller shall refer all remaining disputes to an independent, qualified, national, financial advisory firm that is reasonably satisfactory to the Buyer and the Company (the "**Independent Firm**"), which shall be instructed to resolve only such remaining disputes within sixty (60) days of the referral. Notwithstanding the foregoing, if the Buyer and the Seller are unable to agree on the selection of

an independent, qualified, national, financial advisory firm within ten (10) days of such thirty (30) day period, then the Seller and the Buyer will each select separate independent, qualified, national, financial advisory firms and such firms will select a third independent, qualified, national, financial advisory firm which shall serve as the Independent Firm. In making its determination, the Independent Firm shall consider only those items that the Seller and the Buyer are unable to resolve, and the Independent Firm shall be bound by the terms and conditions of this Agreement; provided, however, the Independent Firm will not assign a value to any item greater than the greatest value for such item, or lower than the lowest value for such item, claimed by the Buyer in the Earn-Out Payment Statement or by the Seller in the Earn-Out Payment Objection Notice, as applicable. The resolution of disputes by the Independent Firm will be set forth in writing and will be conclusive and binding upon the Parties, upon the date of such resolution, absent manifest error. The Seller and the Buyer will each pay their own fees and expenses (including any fees and expenses of their accountants and other representatives) in connection with the resolution of any dispute under this **Section 2.06** (excluding the fees and expenses of the Independent Firm). The fees and expenses of the Independent Firm incurred pursuant to this **Section 2.06** shall be borne by the Party whose claimed Earn-Out Payment Amount in the Earn-Out Payment Statement or Earn-Out Payment Objection Notice, as applicable, was further from the final Earn-Out Payment, as determined by the Independent Firm.

(iv) Within ten (10) Business Days following the final determination of an Earn-out Payment Amount that becomes payable pursuant to this **Section 2.06**, the Buyer shall pay to the Company such Earn-out Payment Amount, it being understood that if there is not an Earn-Out Payment Objection Notice with respect to such Earn-Out Payment Amount, then such Earn-out Payment Amount will be paid no later than ten (10) Business Days following the expiration of the applicable Earn-out Payment Review Period.

(v) Nothing contained in this **Section 2.06** shall in any way limit or impair the ability of the Buyer or its Affiliates to operate and manage their respective businesses or affairs, including the Business, in their sole and absolute discretion; provided, however, that the Buyer agrees that it shall not, in connection with the operation of the Company, take any action in bad faith with the sole purpose of preventing the Company from achieving any Earn-out Payment Amount.

(c) **Earn-Out Catch-Up**. In the event that the Adjusted EBITDA in the first Earn-Out Year or the second Earn-Out Year totals less than [redacted] (such deficit, a "**Shortfall**"), then, if the Adjusted EBITDA in a succeeding Earn-Out Year exceeds [redacted] the following provisions shall apply with respect to such succeeding Earn-Out Year:

(i) the Buyer will calculate and deliver to the Seller a report as part of the applicable Earn-Out Payment Statement within thirty (30) days following the receipt by the Company of the applicable Earn-Out Payment Statement detailing the Company's cumulative EBITDA, Adjusted EBITDA, Expansion EBITDA Loss, Excluded Costs, the Earn-Out, the Earn-Out Cap and the Earn-Out Payment; and

(ii) in lieu of utilizing the formula in **Section 2.06(a)**, the Earn-Out Payment for such succeeding Earn-Out Year shall be calculated and payable as follows: Cumulative Adjusted EBITDA, (but excluding any Adjusted EBITDA for the first Earn-Out Year in excess of [REDACTED], MINUS the cumulative Earn-Out Target ([REDACTED] in the case of the second Earn-Out Year and [REDACTED] in the case of the third year), MULTIPLIED BY [REDACTED] to produce a cumulative Earn-Out Payment, NOT TO EXCEED the cumulative Earn-Out Cap ([REDACTED] in the case of the second Earn-Out Year and [REDACTED] in the third Earn-Out Year, MINUS the cumulative Earn-Out Payment from previous Earn-Out Years.

(iii) Notwithstanding the occurrence of an Acceleration Event, the obligations under this **Section 2.06(c)** shall continue to be in full force and effect.

(d) **Earn-Out Illustrations**. Exhibit 2.06(d) sets forth an example of the calculation of the Earn-Out Payment for illustration purposes only.

Section 2.07 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Subject Units contemplated hereby shall take place on March 31, 2016 (the "**Closing**"), at the offices of DLA Piper LLP (US) at 200 S. Biscayne Blvd., 25th Floor, Miami, Florida 33131, or at such other time or on such other date or at such other place as the Seller and the Buyer may mutually agree upon in writing (the day on which the Closing takes place being the "**Closing Date**"), it being understood that the Closing may be effected by the delivery of documents via email, facsimile and/or overnight courier. Legal and beneficial ownership of the Subject Units shall transfer to Buyer at the Closing, which transfer, assuming the Closing occurs, shall be deemed effective for purposes of the computations of Closing Working Capital and any adjustment to be made pursuant to Section 2.04 as of 11:59 p.m. Redmond, OR time on the Closing Date (the "Effective Time").

Section 2.08 Tax Withholdings. Notwithstanding anything in this Agreement to the contrary, the Buyer or any of its applicable agents shall be entitled to withhold and deduct from the amounts otherwise payable pursuant to this Agreement such amounts as Buyer or any of its agents is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law, provided that Buyer shall advise Seller in writing at least three (3) days prior to the Closing Date or as soon as reasonably practical of any withholding that may be required and reasonably cooperate with Seller in the execution or delivery of any forms or certificates (including IRS Form W-9) that could reduce or eliminate any such withholding. To the extent that amounts are so withheld and paid over to the appropriate taxing authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

Article III.
REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE COMPANY

Except as set forth in the Disclosure Schedules, the Seller and the Company, jointly and severally, represent and warrant to the Buyer that the statements contained in this **Article III** are true and correct as of the date hereof and as of the Closing Date.

Section 3.01 Organization and Authority.

(a) The Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Oregon. Each of the Company Parties is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Each of the Seller and the Company Parties has full requisite power (corporate or otherwise) and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of the Seller and the Company Parties of this Agreement and any other Transaction Document to which it is a party, the performance by each of the Seller and the Company Parties of its obligations hereunder and thereunder and the consummation by each of the Seller and the Company Parties of the transactions contemplated hereby and thereby have been duly authorized by all requisite action (corporate or otherwise) on the part of the Seller and the Company Parties. This Agreement has been duly executed and delivered by the Seller and the Company Parties, and (assuming due authorization, execution and delivery by the Buyer) this Agreement constitutes a legal, valid and binding obligation of the Seller and the Company Parties enforceable against the Seller and the Company Parties in accordance with its terms. When each other Transaction Document to which the Seller or any of the Company Parties is or will be a party has been duly executed and delivered by the Seller or any of the Company Parties, as applicable (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of the Seller or the applicable Company Party enforceable against it in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) Each of the Company Parties has full requisite power (corporate or otherwise) and authority to conduct the Business as it is currently being conducted. Each of the Company Parties is duly qualified to do business, and is in good standing, in the respective jurisdictions where the character of its Assets owned, operated or leased, or the nature of its business, makes such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect.

(c) Each of the Company Parties (i) possesses an Insurance License in each jurisdiction in which such Company Party is required to possess an Insurance License, and (ii) is duly authorized in such Company Party's jurisdiction of incorporation or formation and each other applicable jurisdiction to write each line of business reported in such Company Party's respective Financial Statements or Interim Financial Statements. All such Insurance Licenses, including authorizations to transact reinsurance, are in full force and effect without amendment, limitation, or restriction, and, to the Knowledge of the Seller, there is no event, inquiry or Proceeding which is reasonably likely to lead to the revocation, amendment, failure to renew, limitation, suspension, or restriction of any such Insurance License.

(d) Copies of the Organizational Documents and minute books of the Seller and the Company Parties have been Made Available to the Buyer and such copies are true and complete as of the date of this Agreement.

(e) Except for the Subsidiaries of the Company listed on **Section 3.03** of the Disclosure Schedules, neither the Seller nor the Company, directly or indirectly, beneficially owns any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture or other business association, or entity that, directly or indirectly, conducts any material activity other than investments in publicly-traded securities constituting less than five percent (5%) of the outstanding equity of the issuing entity.

Section 3.02 Capitalization of the Company.

(a) The authorized units of the Company consist of One Hundred (100) units, of which One Hundred (100) are issued and outstanding and constitute the Units. The Seller and each Company Party has the capitalization set forth on **Schedule 3.02** of the Disclosure Schedules. All capital stock, membership interests or other equity interests of the Seller and each Company Party, as applicable, have been duly authorized, are validly issued, fully paid and non-assessable. The Units are owned of record and beneficially by the Seller, free and clear of all Encumbrances. The issued and outstanding capital stock, membership interests or other equity interests of the Seller and each Company Party, as applicable, are owned of record and beneficially as set forth on **Section 3.02** of the Disclosure Schedules, free and clear of all Encumbrances except for any restriction set forth in the Organizational Documents of such Person. Upon consummation of the transactions contemplated by this Agreement, the Buyer shall own the Subject Units (*i.e.*, eighty percent (80%) of the Units) free and clear of all Encumbrances except as set forth in the Amended and Restated Company Operating Agreement, and, for the avoidance of doubt, the Seller shall retain as of the Closing Date twenty percent (20%) of the remaining Units free and clear of all Encumbrances except as set forth in the Amended and Restated Company Operating Agreement.

(b) All of the Units and the issued and outstanding capital stock, membership interests or other equity interests of the Subsidiaries of the Company, as applicable, were issued in compliance with applicable Laws. None of the Units or the issued and outstanding capital stock, membership interests or other equity interests of the Subsidiaries of the Company, as applicable, were issued in violation of any agreement, arrangement or commitment to which the Seller, the Company or any Subsidiary of the Company is a party or is subject to, or in violation of any preemptive or similar rights of any Person.

(c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the authorized capital stock, membership interests or other equity interests of the Company or the Subsidiaries of the Company, as applicable, or obligating the Seller, the Company or the Subsidiaries of the Company to issue or sell any capital stock, membership interests or other equity interests of, or any other interest in, the Company or the Subsidiaries of the Company. Neither the Company nor any Subsidiary of the Company has outstanding or authorized any equity appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Units or capital stock, membership interests or other equity interests in any Subsidiary of the Company, as applicable.

Section 3.03 Subsidiaries. **Section 3.03** of the Disclosure Schedules lists the Subsidiaries of the Company, listing for each Subsidiary its name, type of entity, capitalization (including the owner's name and number of units issued) and the jurisdiction and date of its incorporation or organization.

Section 3.04 No Conflicts; Consents. The execution, delivery and performance by the Seller and the Company of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(a) conflict with or result in a material violation or material breach of, or material default under, any provision of the Organizational Documents of the Seller or any Company Party;

(b) conflict with or result in a material violation or material breach of any provision of any Law or Governmental Order applicable to the Seller or any Company Party;

(c) except as set forth in **Section 3.04** of the Disclosure Schedules, require the consent, notice or other action by any Person (including, without limitation, the Seller, any Affiliate of the Seller, or any third party) under, conflict with, result in a material violation or material breach of, constitute a material default or an event that, with or without notice or lapse of time or both, would constitute a material default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel:

(i) any Material Contract,

(ii) any Lease or Sublease,

(iii) any Permit affecting the properties, assets or Business of the Company Parties, or

(iv) any group of related or similar Contracts, the breach or cancellation of which would result in a Material Adverse Effect; or

(d) result in the creation or imposition of any Encumbrance, other than Permitted Encumbrances, on any properties or assets of the Company or any Company Party. Other than the Governmental Approvals set forth on **Section 3.04(d)** of the Disclosure Schedule, no other Governmental Approval, consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Seller, the Company or any Company Party in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 3.05 Financial Statements. Complete copies of the financial statements of the Company Parties consisting of the balance sheet of the Company Parties as of December 31 in each of the years 2013 and 2014 and the related statements of income and retained earnings, member's equity and cash flow for the years then ended (the "**Full-Year Financial Statements**"), and unaudited financial statements consisting of the balance sheet of the

Company Parties as of September 30, 2015 and the related statements of income and retained earnings, member's equity and cash flow for the nine-month period then ended (the "**Interim Financial Statements**" and, together with the Full-Year Financial Statements, the "**Financial Statements**"), have been Made Available to the Buyer, as have been complete copies of the Quarterly Statements of the Company Parties for all complete calendar quarters since December 31, 2014. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The Financial Statements of the Company Parties are based on the books and records of the Company Parties, and fairly present in all material respects the financial condition of the Company Parties as of the respective dates they were prepared and the results of the operations of the Company Parties for the periods indicated. The balance sheet of the Company Parties as of December 31, 2014 is referred to herein as its "**Reference Balance Sheet**" and the date thereof as the "**Reference Balance Sheet Date**." The Company Parties maintain a standard system of accounting established and administered in accordance with GAAP.

Section 3.06 Reserves. The aggregate actuarial reserves and other actuarial amounts held in respect of Liabilities with respect to Insurance Contracts of the Company Parties as established or reflected in its Financial Statements or Interim Financial Statements: (a)(i) were determined in accordance with generally accepted actuarial standards consistently applied; (ii) were fairly stated, in all material respects, in accordance with sound actuarial principles; and (iii) were based on actuarial assumptions that are in accordance with those specified in the related Insurance Contracts, and (b) complied with, in all material respects, the requirements of the domiciliary state of the Company and all other applicable Laws. The Company Parties own Assets that qualify as admitted assets under applicable insurance Laws in an amount at least equal to the sum of its statutory reserves and other similar amounts. The Seller has Made Available to the Buyer a true and complete copy of each Actuarial Analysis supporting such reserves of such Company Party.

Section 3.07 Undisclosed Liabilities. None of the Company Parties has any material Liabilities, except (a) those which are adequately reflected or reserved against in its Balance Sheet as of the Reference Balance Sheet Date (b) those which have been incurred in the ordinary course of business consistent with past practice since the Reference Balance Sheet Date, and (c) liabilities disclosed in the Disclosure Schedules.

Section 3.08 Absence of Certain Changes, Events and Conditions. Except as expressly contemplated by this Agreement or as set forth in **Section 3.08** of the Disclosure Schedules, since the Reference Balance Sheet Date and until the date hereof, the Company Parties have operated in the ordinary course of business in all material respects and, other than in the ordinary course of business, consistent with past practice, there has not been, with respect to the Company Parties, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the Organizational Documents of the Company Parties;

(c) split, combination or reclassification of any capital stock, membership interests or other equity interests, as applicable, of the Company Parties;

(d) issuance, sale or other disposition of any of the capital stock, membership interests or other equity interests, as applicable, of the Company Parties, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any capital stock, membership interests or other equity interests, as applicable, of the Company Parties;

(e) declaration or payment by any of the Company Parties of any dividends or distributions on or in respect of any of its capital stock, membership interests or other equity interests, as applicable, or redemption, purchase or acquisition of its capital stock, membership interests or other equity interests, as applicable;

(f) material change by the Company Parties in any method of accounting or accounting practice, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(g) material change in any Company Party's cash management practices or its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(h) with respect to any Insurance Contract: reduction of rates; failure to implement actuarially-based rate increases, extension of existing policy terms, acceleration of renewals, or any other action similar to the foregoing;

(i) bonus or any compensation or salary increase made or granted to any officer, increase made or granted in any employee benefit plan or arrangement, amendment to or termination of any existing employee benefit plan or arrangement or employment contract, or adoption of any new employee benefit plan or arrangement or employment contract;

(j) transfer, assignment, sale or other disposition by any Company Party of any of its assets shown;

(k) transfer, assignment or grant by any Company Party of any license or sublicense of any material rights under or with respect to the Company Intellectual Property or the Company IP Agreements;

(l) damage, destruction or loss (not covered by insurance) to the property of any Company Party that is material to such Company Party and is in excess of $50,000;

(m) waiver, settlement or compromise of rights or claims other than in the ordinary course of business consistent with past practice;

(n) acceleration, termination, material modification to or cancellation of any Material Contract;

(o) any material capital expenditures by any Company Party in excess of $50,000;

(p) any transaction with the Seller, any of the Seller's Affiliates, or any of their respective current or former directors, officers or employees;

(q) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(r) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(s) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;

(t) action to make, change or rescind any Tax election, amend any Income Tax Return or other material Tax Return, take any action, omit to take any action or enter into any other transaction outside the ordinary course of business that would have the effect of materially increasing the Tax liability or materially reducing any Tax asset of any Company Party in respect of any Post-Closing Tax Period;

(u) except as required by GAAP, or applicable Law, any material change in any Company Party's accounting, actuarial, pricing, investment, reserving, reinsurance, underwriting, risk retention or claims administration policies, practices, procedures, methods, assumptions, or principles; or

(v) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.09 Material Contracts.

(a) **Section 3.09(a)** of the Disclosure Schedules lists each of the following Contracts to which any Company Party is a party (such Contracts, together with all Contracts listed or required to be listed or otherwise disclosed or required to be disclosed in **Sections 3.09A** (Provider, Broker and Insurance Contracts) and **3.15(b)** (the Company IP Agreements) of the Disclosure Schedules, being "**Material Contracts**") that is material to the conduct of the Business:

(i) each Contract of the Company Parties, including without any limitation any Contract listed or required to be listed on **Section 3.09A** of the Disclosure Schedules and any other agreement with any employee, consultant or independent contractor, that has annual obligations in excess of $50,000 per annum;

(ii) all Contracts that require any Company Party to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions;

(iii) all Contracts other than Insurance Contracts that provide for the indemnification by any Company Party of any Person or the assumption of any material Tax, environmental or other Liability of any Person;

(iv) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(v) except for Contracts relating to trade receivables, all Contracts relating to Indebtedness (including, without limitation, guarantees) of any Company Party;

(vi) all Contracts with any Governmental Authority to which any Company Party is a party ("**Government Contracts**"), except for Insurance Contracts issued in the ordinary course of business involving aggregate annual consideration that is less than $50,000;

(vii) all Contracts that limit or purport to limit the ability of any Company Party to compete in any line of business or with any Person or in any geographic area or during any period of time;

(viii) any Contracts to which any Company Party is a party that provides for any joint venture, partnership, joint employer or similar arrangement by such Company Party;

(ix) all Contracts between or among the Company Parties on the one hand and the Seller or any Affiliate of the Seller on the other hand;

(x) all collective bargaining agreements or Contracts with any labor union to which any Company Party is a party;

(xi) all Contracts relating to the future disposition (including restrictions on transfer or rights of first refusal) or future acquisition of any interest in any business enterprise, and all Contracts relating to the future disposition of a material portion of the Assets of any Company Party other than this Agreement;

(xii) all Contracts the terms of which provide or contemplate that the transactions contemplated under this Agreement will give rise to any form of severance, compensation, accelerated payment, accelerated vesting or other Liability for any Company Party;

(xiii) all Company IP Agreements and all Contracts relating to the transfer, assignment, sale, or otherwise disposal of Intellectual Property;

(xiv) all sales promotion, market research, marketing consulting and advertising Contracts to which a Company Party is a party or otherwise subject ; and

(xv) any other Contract, including, without limitation, any Contract listed or required to be listed on **Section 3.09A** of the Disclosure Schedules that is material to any Company Party and not previously disclosed pursuant to this **Section 3.09**.

(b) Each Material Contract is valid and binding on the respective Company Party, in accordance with its terms and is in full force and effect. Neither the Company Parties, nor, to the Seller's Knowledge, any other party thereto is in material breach of or material default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. To the Seller's Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been Made Available to the Buyer.

Section 3.09A Provider, Broker and Insurance Contracts.

(a) **Section 3.09A(a)** of the Disclosure Schedules lists the following Contracts:

(i) each Dental Provider or Person that employs or contracts with providers of health care or dental services and which is a Party to any Contract with any Company Party;

(ii) all broker, dealer, network access, third party administrator, agency Contracts to which any Company Party is a party; and

(iii) all Insurance Contracts (including (i) any Contract pursuant to which any Company Party receives or has received surplus relief, and (ii) with respect to each such Contract, the ceding and assuming Person, the business reinsured, and the amount of the Liability reinsured), issued by such Company Party. All Insurance Contracts are in material compliance with applicable Laws.

(b) Each Contract listed or referenced in **Section 3.09A(a)** of the Disclosure Schedules is valid and binding on the respective Company Party, in accordance with such Contract's terms and is in full force and effect. Neither the Company Parties nor, to the Seller's Knowledge, any other party thereto is in material breach of or material default under (or is alleged to be in material breach of or material default under), or has provided or received any notice of any intention to terminate, any such Contract. To the Seller's Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any such Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any material right or obligation or the loss of any material benefit thereunder.

(c) **Section 3.09A(c)** of the Disclosure Schedules lists all of the brokers that received annual compensation from the Company Parties in excess of $50,000 in 2014 or 2015 (as the total amount of such compensation).

Section 3.10 Insurance Issued by the Company Parties.

(a) Each Insurance Contract or certificate form, as well as any related application form, written advertising material, and rates or rules currently marketed by the Company Parties, the use or issuance of which requires filing or approval, has been appropriately filed, and, if required by applicable Law, approved or not objected to by the insurance Governmental

Authorities of any state in which such Insurance Contracts, and forms, applications, advertising materials, rates or rules, are required to be filed; except where the failure to be so filed and/or approved would not be reasonably likely to result in the imposition of material penalties or have a Material Adverse Effect.

(b) All material claims duly payable have been paid in material compliance with applicable Law, including, without limitation, all claims settlement practice acts, and the terms of the existing policies under which they arose, except for bad-faith claims arising in the ordinary course of business.

(c) Excluding those Actions relating to claims for payment under the terms of any Insurance Contract of any Company Party that involve claims within applicable policy limits, there is no Action with respect to which such Company Party has been served with notice or any other Action that, to the Knowledge of Sellers, is pending or threatened against such Company Party, except for any such Action that individually (i) would not reasonably be expected to result in any Liability or loss to such Company Party of $100,000 or more or have a Material Adverse Effect and (ii) would not reasonably be expected to have the effect of preventing completion of the transactions contemplated by the Transaction Documents.

(d) Except as set forth in the Financial Statements or Interim Financial Statements and except as provided by applicable Law, no provision in any Insurance Contract gives policyholders the right to receive dividends or distributions on their Insurance Contracts (other than claim benefits) or otherwise share in the benefits, revenue, or profits of the Company Parties nor have the Company Parties marketed any of their respective products in such a manner as could reasonably be expected to create an expectation on the part of a policyholder to receive any such dividends or distributions. Except as incurred in the ordinary course of business consistent with past practice, none of the Company Parties is liable to pay commissions upon the renewal of any Insurance Contract nor are any of them party to any agreement providing for the collection of insurance premiums payable to the Company Parties by any other Person.

(e) The Company Parties have given the Buyer a copy of their respective procedures or provided appropriate documents which include procedures for review and mediation of complaints of enrollees concerning (i) the quality of care rendered by a participating health care provider or dental provider, and (ii) the payment of benefits.

(f) None of the Company Parties is engaged in any activity that would require it or any of its Subsidiaries to register as an investment company, broker, dealer, investment advisor, or fund administrator under applicable Law

(g) The Company Parties have duly and validly filed or caused to be filed all reports, statements (including Statutory Accounting Statements), documents, registrations, filings, or submissions that were required by applicable insurance Laws to be filed, except where the failure to be so filed would not be reasonably likely to result in the imposition of material penalties or have a Material Adverse Effect; all such filings are true, accurate and complete and complied with all applicable Laws in all material respects when filed, and no material deficiencies have been asserted with respect to any such filings which have not been fully satisfied in all material respects.

(h) None of the Company Parties is a party to any Reinsurance Contracts applicable to insurance in force on the date of this Agreement.

(i) each Producer, at the time such Producer wrote, sold or produced business for any of the Company Parties was duly licensed under applicable Law for the type of business written, sold or produced by such Producer in the particular jurisdiction in which such Producer wrote, sold or produced such business for such Company Party, and was duly appointed, if applicable, by such Company Party; (ii) no such Producer violated (or with notice or lapse of time or both would have violated) any term or provision of any Law or Order applicable to any aspect (including the marketing, writing, sale or production) of the Business of the Company Parties; and (iii) there are no material disputes between the any Company Party on the one hand and any such Producer on the other.

(j) No claims or assessments have been asserted against any Company Party by any insurance guaranty association, joint underwriting association, residual market facility or assigned risk pool, except as would not be reasonably expected to have a Material Adverse Effect. To the Seller's Knowledge, no such claim or assessment is pending.

(k) To Seller's Knowledge, no rating agency has imposed conditions (financial or otherwise) on retaining any currently-held rating assigned to any Company Party, or indicated to the Company that it is considering the downgrade of any rating assigned to a Company Party.

Section 3.11 Collections. **Section 3.11** of the Disclosure Schedules identifies, with respect to the Business, the following information for fiscal year 2013, fiscal year 2014 and year-to-date fiscal year 2015: (i) number of patient visits by facility; and (ii) total collections by facility.

Section 3.12 Providers.

(a) **Section 3.12(a)** of the Disclosure Schedules lists all health care providers and Dental Providers who are parties to Dental Provider Contracts with the Company Parties.

(b) Except as set forth in **Section 3.12** of the Disclosure Schedules or with respect to ordinary course turnover consistent with past experience of the Company, none of the Company Parties nor the Seller has received a written notice from any healthcare providers or Dental Providers who are listed or required to be listed in Section 3.12(a) terminating or threatening to terminate or failing to renew or threatening to fail to renew their respective provider contract at payment rates currently in effect.

Section 3.13 Title to Assets; Real Property.

(a) The Company Parties have (i) good, valid and marketable title to (A) all Real Property described on **Section 3.13(b)** of the Disclosure Schedules (the "**Owned Real Property**") and (B) personal property and other assets reflected in its respective Full-Year Financial Statements or acquired after the Reference Balance Sheet Date, other than, with respect to the preceding subsection (B) above, properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Reference Balance Sheet Date or that are leased, in which case the Company Party have a valid leasehold interest in such assets

and (ii) valid leasehold title in, and enjoy peaceful and undisturbed possession of, all Real Property described on **Section 3.13(c)** of the Disclosure Schedules (the "**Leased Real Property**"). There are no contractual or legal restrictions that preclude or restrict the ability of any of the Company Parties to use each Real Property for the purposes for which it is currently used. All such properties and assets (including leasehold and subleasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(i) liens for Taxes not yet due and payable as of the Closing Date;

(ii) liens on the Real Property relating to NMTC Financings;

(iii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice for amounts that are not delinquent;

(iv) easements, covenants, restrictions, rights of way, zoning, land use and building laws, regulations and ordinances (but excluding violations thereof) and other similar encumbrances affecting the Real Property (1) which are not, individually or in the aggregate, materially adverse to the Business of the Company Parties; (2) materially interfere with the present uses of occupancy of such Real Property by the owner or lessee thereof; or (3) render such Real Property unmarketable or uninsurable by a nationally recognized title insurance company;

(v) liens arising under equipment leases with third parties, copies of which have been Made Available in the Data Room, entered into in the ordinary course of business consistent with past practice; or

(vi) the Leases and Subleases.

(b) **Section 3.13(b)** of the Disclosure Schedules sets forth a complete and accurate list of each Owned Real Property and lists, with respect to each such parcel of Owned Real Property, (i) the street address of such parcel of Real Property, (ii) the legal description, (iii) a reference to, and recording information for, the vesting deed, (iii) the legal name of the record title owner of such property and (iv) the current zoning of such property. Each parcel of Owned Real Property is owned by the listed Company Party in fee simple. **Section 3.13(b)** of the Disclosure Schedule also lists, with respect to each Owned Real Property, all title insurance policies in effect and the name of the insured under such title insurance policies as well as a list of all surveys of each Real Property.

(c) **Section 3.13(c)** of the Disclosure Schedules sets forth a complete and accurate list of each Leased Real Property (including intercompany leases and subleases and leases and subleases of Owned Real Property) and lists, with respect to each such Leased Real Property (including intercompany leases and subleases and leases and subleases of Owned Real Property), (i) the street address of such property; (ii) the tenant, landlord, subtenant and sublandlord, as applicable, under the applicable lease and/or sublease, the rental amount currently payable under the applicable lease and/or subleases, and the expiration of the term of such lease or sublease for each leased or subleased property; (iii) the current use of such property; (iv) guarantors of such lease or subleases, if applicable; and (v) each lease, sublease, license, occupancy agreement or similar agreement (including the date thereof and the name of the parties thereto) and all modifications, amendments, supplements, assignments thereof, affecting any Leased Real

Property (collectively, the "Leases and Subleases"). With respect to any assignment or sublease identified on **Section 3.13(c)** of the Disclosure Schedules, the consent of the landlord or prime landlord, as applicable, to such assignment or sublease, as applicable, was obtained or was not required in connection with the granting of such assignment or sublease, as applicable. Each of the Leases and Subleases is on arms'-length, third-party terms and is a valid, existing and binding obligation of the respective Company Party and to Seller's Knowledge, of each other party thereto, enforceable in accordance with its terms. The consummation of the transactions contemplated by this Agreement will not result in a breach or default under any of the Leases and Subleases, give any party thereto the right to terminate any of the Leases and Subleases, and upon the consummation of the transactions contemplated by this Agreement, each of the Lease and Subleases will continue to be the valid, legal and binding obligation of the applicable parties thereto, enforceable by its terms.

(d) Except as set forth on **Section 3.13(d)** of the Disclosure Schedules, (i) the Company Parties have performed all obligations required to be performed by it prior to the Closing Date under the Leases and Subleases, and have not received any notice of default which remains uncured, and are not in breach or default thereunder, nor has any event occurred which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Leases or Subleases; and (ii) the landlord under each Lease or Sublease has complied with its duties and obligations in connection with each Lease or Sublease.

(e) With respect to the Real Property, the Seller has Made Available to the Buyer true, complete and correct copies of all Leases and Subleases and, except as set forth on **Section 3.13(e)** of the Disclosure Schedules, there are no written or oral leases, subleases, licenses, concessions, agreements or Contracts granting to any Person the right to use or occupy any the Real Property or any portion thereof and there is no Person in possession of the applicable Real Property other than the Company Parties.

(f) The improvements on each Real Property are supplied with utilities and other services necessary for the operation thereof as the same is currently operated. Each parcel of Real Property abuts on, and has direct vehicular access to, a public road. There are no Actions pending nor, to the Seller's Knowledge, threatened against or affecting the Real Property in the nature or in lieu of condemnation or eminent domain proceedings. There has been no material destruction, damage or casualty with respect to any Real Property.

(g) The Company has Made Available in the Data Room true, correct and complete copies of all deeds and existing leases, mortgages or deeds of trust, certificates of occupancy, zoning reports, title insurance policies, title reports, commitments, surveys and any amendments thereof and endorsements thereto and all other materials and information pertaining to the ownership or use of each Real Property or any part thereof which are in the possession or control of the Company Parties. Except for the foregoing materials, there are no documents in the Company Parties' possession or control or of which any Company Party is aware which contain information relating in a material manner to any Real Property.

(h) The information set forth on **Section 3.13(h)** of the Disclosure Schedules relating to the NMTC Financings is true, correct and complete in all material respects. On and since the date of closing of each applicable NMTC Financing, the applicable NMTC Borrower has complied in all material respects with its obligation to remain a "qualified active low income community business" within the meaning of Section 45D(d)(2) of the Code. No Company Party

has received notice of any defaults under or with respect to any of the NMTC Financings. The NMTC Borrowers are in compliance in all material respects with the material agreements evidencing or entered into in connection with the NMTC Financings. Advantage Leveraged Lenders, Inc., an Oregon corporation and a Subsidiary of the Company, is the lender in the "Leveraged Loans" listed on **Section 3.13(h)** of the Disclosure Schedules and has not transferred any of its interest in such loans.

Section 3.14 Condition and Sufficiency of Assets; Operation of Business. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Company Parties are structurally sound and are in good operating condition and repair subject to wear and tear and ordinary maintenance. The Company Parties are the only entities through which the Business is operated.

Section 3.15 Intellectual Property.

(a) **Section 3.15(a)** of the Disclosure Schedules lists all Company IP Registrations. All required filings and fees related to material Company IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Company IP Registrations are otherwise in good standing. The Company IP Registrations listed in **Section 3.15(a)** of the Disclosure Schedules and all other Company Intellectual Property will remain owned by the Company Parties and available for their respective use from and after the Closing.

(b) **Section 3.15(b)** of the Disclosure Schedules lists all material Company IP Agreements. The Seller has provided the Buyer with true and complete copies of all such Company IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Company IP Agreement is valid and binding on the relevant Company Party in accordance with its terms and is in full force and effect. No Company Party nor, to the Seller's Knowledge, any other party thereto, is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Company IP Agreement.

(c) The Company Parties are the sole and exclusive legal and beneficial, and with respect to the Company IP Registrations, record, owners of all right, title and interest in and to the Company Intellectual Property, and the Company Parties have the valid right to use all other Intellectual Property, in each case, used in or necessary for the conduct of their current Business or operations free and clear of Encumbrances other than Permitted Encumbrances.

(d) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Company Parties' right to own, use or hold for use any Company Intellectual Property as owned, used or held for use in the conduct of the Business or operations of the Company Parties as currently conducted.

(e) The Company Parties have taken reasonable steps to maintain the Company Intellectual Property and to protect and preserve the confidentiality of all its trade secrets or other confidential and proprietary information.

(f) To the Seller's Knowledge the conduct of the Business of the Company Parties as currently and formerly conducted, and the products, processes and services of the Company Parties, have not infringed, misappropriated, diluted or otherwise violated, and do not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property rights of any Person. To the Seller's Knowledge no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Company Intellectual Property.

(g) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or to the Seller's Knowledge threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Company Parties; (ii) challenging the validity, enforceability, registrability or ownership of any Company Intellectual Property or the Company Parties' rights with respect to any Company Intellectual Property; or (iii) by the Company Parties or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Company Intellectual Property. The Company Parties are not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would materially restrict or materially impair the use of any Company Intellectual Property.

(h) Except as set forth in **Section 3.15(h)** of the Disclosure Schedules, the Company Parties' data handling practices are in compliance with all applicable Laws. Except as set forth in **Section 3.15(h)** of the Disclosure Schedules, there have been no breaches of or lapses in the security of any information systems or facilities of the Company Parties, and to the Seller's Knowledge, the Company Parties' information systems have not experienced any unpermitted intrusions or been adversely affected by any denial-of-service attacks. The Company Parties have disaster recovery plans and capabilities designed to safeguard their data and the ongoing ability to conduct the Business in the event of a disaster.

(i) All past and present employees and independent contractors of, and consultants to, the Company Parties have entered into agreements pursuant to which such employee, independent contractor or consultant agrees to protect the confidential information of the Company Parties and assign to the Company Parties all Intellectual Property Rights authored, developed or otherwise created by such employee, independent contractor or consultant in the course of his, her, or its employment or other relationship with the Company Parties, without further consideration or any restrictions or obligations on the use or ownership thereof.

(j) The Company Products do not contain, and the Company Parties have taken commercially reasonable steps to prevent the presence of, any "back door," "dropdead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consents.

Section 3.16 Accounts Receivable. The accounts receivable reflected on the Company's Reference Balance Sheet and its most recent Quarterly Statement and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by the Company Parties involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute valid, undisputed claims of the Company not subject to material claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Reference Balance Sheet and on the most recent Quarterly Statement or, with respect to accounts receivable arising after the Reference Balance Sheet Date or the date of the most recent Quarterly Statement, on the accounting records of the relevant the Company, are collectible in full within 90 days after billing. The reserve for bad debts shown on the Company's Reference Balance Sheet and its most recent Quarterly Statement or, with respect to accounts receivable arising after the Reference Balance Sheet Date or the date of the most recent Quarterly Statement, on the accounting records of the Company have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

Section 3.17 Reserved.

Section 3.18 Operations Insurance. Section 3.18 of the Disclosure Schedules sets forth a true and complete list of all current policies (including any policies under which claims may still be made) or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by the Seller or its Affiliates (including the Company Parties) and relating to the assets, Business, operations, officers and directors of the Company Parties (collectively, the "**Operations Insurance Policies**") and true and complete copies of such Operations Insurance Policies have been Made Available to the Buyer. Such Operations Insurance Policies are in full force and effect. No Company Party has received any written notice of cancellation or non-renewal of, premium increase with respect to, or alteration of coverage under, any of such Operations Insurance Policies. All premiums due on such Operations Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Operations Insurance Policy. The Operations Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of the Company Parties. All such Operations Insurance Policies (a) are valid and binding in accordance with their terms; and (b) have not been subject to any lapse in coverage. To the knowledge of the Seller, there are no claims related to the Business of the Company Parties pending under any such Operations Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. To the knowledge of the Seller, none of the Company Parties is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Operations Insurance Policy. The Operations Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Company Parties and are sufficient for compliance in all material respects with all applicable Laws and Contracts to which any Company Party is a party or by which any Company Party is bound.

Section 3.19 Regulatory and Legal Proceedings; Governmental Investigations and Orders. There are no outstanding Governmental Orders or supervisory letters that relate to reserve adequacy or to the marketing, sales, trade or underwriting practices or policies of the Company Parties.

Section 3.20 Permits.

(a) To the Seller's Knowledge, all Permits required for the Company Parties to conduct the Business of the Company Parties in compliance with Laws have been obtained by the Company Parties and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. **Section 3.20(a)** of the Disclosure Schedules lists all material current Permits issued to the Company Parties, including the names of the Permits and their respective dates of issuance and expiration (the "**Company Permits**"). To the Seller's Knowledge, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Company Permit relevant to the Conduct of the Business. The Seller has Made Available to the Buyer reports (including draft reports) or any other results of any audits or investigations issued by any Governmental Authorities. All material deficiencies or violations in such reports have been resolved in all material respects.

(b) Seller and each of the Company Parties have conducted the Business in compliance with all terms and conditions of the Company Permits, in all material respects, Neither Seller nor any of the Company Parties has received any written or, to the Knowledge of Seller, other notice of Proceedings relating to the Company Permits, nor, to the Knowledge of Seller, is any Governmental Authority considering, limiting, suspending, modifying or revoking any Company Permit currently held or being sought by Seller or any of the Company Parties nor have any of the Company Permits been suspended or revoked in the past five (5) years. Except as set forth in **Section 3.30(a)** of the Disclosure Schedules, no Required Authorizations of Seller or any of the Company Parties will be adversely affected by the transactions contemplated by the Transaction Documents and such Required Authorizations will continue to be in full force and effect after the Closing.

(c) All outstanding Insurance Contracts issued or assumed by the Company Parties are, to the extent required by applicable Law, on forms and at rates approved by the insurance Governmental Authorities of the jurisdictions where issued or have been filed with and not objected to by such Governmental Authorities within the periods provided for objection.

Section 3.21 Environmental Matters.

(a) Each Company Party has been during the past five (5) years and is currently in compliance in all material respects with all Environmental Laws and has not, and the Seller has not, received from any Person any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) No Hazardous Substances have been released or discharged by the Seller on the Company Party properties.

(c) Seller has delivered to the Buyer true and correct copies of all environmental reports, assessments, and related documentation known by the Seller to exist, and such documentation is listed in Disclosure Schedule X.

(d) To the knowledge of the Seller, there are no facts, circumstances, conditions, or occurrences regarding the Company Party properties that would reasonably be expected to result in any material liability under any Environmental Law.

Section 3.22 Employee Benefit Plans; Employment Matters.

(a) **Section 3.22(a)** of the Disclosure Schedules sets forth a true, complete and correct list of each "employee benefit plan," as such term is defined in Section 3(3) of ERISA (whether or not subject to ERISA) and each other employee benefit plan, program or arrangement including any bonus, deferred compensation, equity-based arrangement, and any employment, termination, retention, change in control or severance agreement, plan, program, policy, arrangement or contract for the benefit of any current or former officer, employee, director, or independent contractor that is maintained, sponsored, or contributed to by the Company or any ERISA Affiliate, or with respect to which the Company has any liability or potential liability. Each such item listed on **Section 3.22(a)** of the Disclosure Schedules is referred to herein as a "Plan" and collectively as the "Plans." Neither the Company nor any ERISA Affiliate has any commitment or intent to amend any existing Plan or create any new arrangement that would be a Plan. Each Plan can be amended, terminated or otherwise discontinued in accordance with its terms, without the consent of plan participants, and without liability to the Company or any ERISA Affiliate other than ordinary administrative expenses and the payment of any accrued benefits.

(b) With respect to each Plan, the Company has provided the Buyer with true, complete and correct copies of (to the extent applicable): (i) all documents pursuant to which the Plan is maintained, funded and administered (including the plan and trust documents, any amendments thereto, the summary plan descriptions, and any insurance contracts or service provider agreements); (ii) the three (3) most recent annual reports (Form 5500 series) (with applicable attachments); (iii) the most recent determination, opinion, or advisory letter received from the IRS; and (iv) the three (3) most recent reports with respect to the funded status of such Plan.

(c) Neither the Company nor any ERISA Affiliate has at any time been a party to or maintained, sponsored, contributed to or has been obligated to contribute to, or had any liability with respect to (i) any plan subject to Title IV of ERISA, including a "multiemployer plan" (as defined in ERISA Section 3(37) and 4001(a)(3)); (ii) a "multiple employer plan" (within the meaning of ERISA or the Code); (iii) a self-funded health or welfare benefit plan; (iv) any voluntary employees' beneficiary association (within the meaning of Section 501(c)(9) of the Code); (v) any arrangement that provides medical, life insurance or other welfare benefits to any current or future retired or terminated employee (or any dependent thereof) other than as required pursuant to Section 4980B of the Code; or (vi) an arrangement that is not either exempt from, or

in compliance with, Section 409A of the Code or that provides for indemnification for or gross-up of any taxes thereunder. Neither the Company nor any ERISA Affiliate sponsors, maintains, contributes to or has any liability with respect to any plan, agreement, or arrangement with any service provider that is subject to or governed by the Laws of any jurisdiction other than the United States.

(d) Each of the Plans and all related trusts, insurance contracts and funds have been established, registered, qualified, funded, invested and administered in compliance with their terms, and in compliance with the applicable provisions of ERISA, the Code, and any other applicable Laws. To Seller's Knowledge, no event has occurred and no condition or circumstance exists that could reasonably be expected to give rise to liability or civil penalty under applicable law with respect to any Plan. With respect to each Plan, all required payments, premiums, contributions, distributions, or reimbursements for all periods ending prior to or as of the Closing Date have been made within the time prescribed by such Plan or applicable Law and have been properly accrued. To Seller's Knowledge, the Company Parties are not responsible for any assessable payment under Section 4980H(a) or (b) of the Code.

(e) Each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has either received an updated determination letter from the IRS confirming that such Plan is so qualified or the Plan is a prototype or volume submitter plan that may rely on an opinion or advisory letter received from the IRS. To Seller's Knowledge, nothing has occurred and no circumstance exists that could adversely affect the qualified status of such Plan.

(f) To Seller's Knowledge, there are no pending or, to the knowledge of the Company, threatened actions, suits, investigations or claims with respect to any Plan (other than routine claims for benefits). The Plans are not presently under audit or examination (nor has notice been received of a potential audit or examination) by the IRS, the Department of Labor, or any other governmental entity, domestic or foreign, and no matters are pending with respect to a Plan under the IRS's Employee Plans Compliance Resolution System (EPCRS), or other similar programs. There has been no prohibited transaction with respect to any Plan which could subject any Plan, the Company or any officer, director or employee of any of the foregoing to a penalty or tax under Section 502(i) of ERISA or Section 4975 of the Code.

(g) Neither the execution and delivery of this Agreement nor transactions contemplated hereby (either alone or in conjunction with any other event) will (i) result in any payment (including, without limitation, severance, unemployment compensation, golden parachute or otherwise) becoming due to any current or former director, officer, employee or independent contractor from the Company or any ERISA Affiliate or under any Plan or otherwise, (ii) increase any benefits otherwise payable under any Plan, or (iii) result in any acceleration of the time of payment, vesting or funding of any payment or benefit.

(h) **Section 3.22(h)** of the Disclosure Schedules contains a complete and accurate list as of the date hereof of the following information for each employee of the Seller and the Company Parties, including each employee on leave of absence: name, name of employer, status (part-time, full-time, etc.); classification (exempt, non-exempt); job title or position; whether authorized to work in the United States; date of commencement of employment; current compensation paid or payable (including bonus or other incentive based compensation); and

service credited for purposes of vesting and eligibility to participate under any Plan, or any other employee or director benefit plan. Except as disclosed in **Section 3.22(h)** of the Disclosure Schedules, each employee of the Company Parties is an "at-will" employee.

(i) Neither the Seller nor any Company Party is (or has in the past been) a party to or bound by any collective bargaining agreement or other agreement with any union, works council or labor organization (collective, "Union"). Neither the Seller nor any Company Party is (or has in the past been) in negotiations regarding any collective bargaining agreement or other Contract with a Union. There is not (and has not in the past been) any Union representing or purporting to represent any employee of the Seller nor any Company Party, and to Seller's Knowledge, no Union or group of employees is seeking or has sought to organize employees of the Seller or any Company Party for the purpose of collective bargaining. To the Seller's knowledge, there is not currently (and during the past there has not been) any threat of or actual strike, slowdown, work stoppage, lockout, concerted refusal to work overtime, or other labor disruption or dispute affecting the Seller or any Company Party or any employees of the Seller or any Company Party. The Seller and the Company Parties have no duty to bargain with any Union.

(j) The Seller and the Company Parties have been during the past five (5) years and are currently in compliance in all material respects with all applicable Laws pertaining to employment and employment practices with respect to employees, independent contractors, and consultants of the Seller and the Company Parties, including, without limitation, all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability or medical rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, and unemployment insurance. All individuals characterized and treated by the Seller and the Company Parties as consultants or independent contractors of the Seller and the Company Parties are and have been properly classified and treated as independent contractors under all applicable Laws. All employees of the Seller and the Company Parties classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are and have been properly classified.

(k) Except as set forth in **Section 3.22(k)** of the Disclosure Schedules, there are not pending any Actions against any the Seller or the Company Parties, or to the Knowledge of the Seller, threatened to be brought or filed in connection with the employment or termination of any current or former applicant, employee, consultant, or independent contractor of the Seller or any Company Party, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, working conditions, wages and hours, or any other employment related matter arising under applicable Laws which are relevant to the Business.

(l) There has been no "mass layoff" or "plant closing" as defined by the WARN Act or similar state or local law at the Seller or any Company Party in the past; The Seller and the Company Parties have incurred no liability under the WARN Act or any similar state or local laws. **Section 3.22(l)** of the Disclosure Schedules contains the locations, dates, and reasons for all terminations of employment as to any former employees of the Seller and the Company Parties within the prior six months.

(m) No amount paid or payable (whether in cash, in property, or in the form of benefits) by any Company Party in connection with the transactions contemplated hereby (either alone or in conjunction with any other event) will be an "excess parachute payment" within the meaning of Section 280G of the Code. No Company Party has any obligation to make a "gross-up" or similar payment in respect of any taxes that may become payable under Section 4999 of the Code.

(n) Each compensatory arrangement that is a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code has at all times been administered, operated and maintained in all respects according to the requirements of Section 409A of the Code. No Company Party nor any ERISA Affiliate has any obligation to make a "gross-up" or similar payment in respect of any taxes that may become payable under Section 409A of the Code.

Section 3.23 Taxes.

(a) All Income Tax Returns and all other material Tax Returns required to be filed on or before the Closing Date by the Company Parties have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All Taxes due and owing by the Company Parties as of the Closing Date (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Each Company Party has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied in all material respects with all information reporting and backup withholding provisions of applicable Law.

(c) No written claim has been made within the last three (3) years by any taxing authority in any jurisdiction where no Company Party files Tax Returns that a Company Party is, or may be, subject to Tax by that jurisdiction.

(d) No extensions or waivers of statutes of limitations have been requested or granted with respect to any Taxes of any Company Party, except such extensions or waivers that are no longer in force or effect or the request for which is no longer outstanding.

(e) **Section 3.23(e)** of the Disclosure Schedules sets forth:

(i) the taxable years of each Company Party for which examinations by taxing authorities are presently being conducted; and

(ii) the U.S. federal Income Tax classification of each Company Party as of formation and at all times since formation.

(f) All Tax deficiencies asserted, or assessments made, in writing against any Company Party as a result of any examinations by any taxing authority have been fully paid.

(g) No Company Party is currently a party to any Action by any taxing authority. There are no pending or, to Seller's Knowledge, threatened Actions by any taxing authority.

(h) the Seller has Made Available to the Buyer copies of all pro forma federal, state, local and foreign Income Tax Returns and franchise Tax Returns and examination reports of, and statements of deficiencies assessed against or agreed to by, the Company Parties with any taxing authority for all Tax periods ending after December 31, 2010.

(i) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of any Company Party.

(j) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to any Company Party.

(k) Except as set forth on **Schedule 3.23(k)**, no Company Party is a member of a consolidated, combined or unitary group for Tax purposes.

(l) No Company Party has any Liability for Taxes of any Person (other than such Company Party) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Law), as transferee or successor, by contract or otherwise.

(m) Except as set forth on **Schedule 3.23(m)**, no Company Party will be required to include any item of income in, or exclude any item or deduction from, taxable income for any Post-Closing Tax Period as a result of:

(i) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting in each instance with respect to a taxable period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring prior to the Closing Date;

(iii) any closing agreement under Section 7121 of the Code, or similar provision of state, local or foreign Law;

(iv) any intercompany transactions or any excess loss account described in Section 1502 of the Treasury Regulations (or any corresponding or similar provision of state, local, or non-U.S. income Tax law); or

(v) any election under Section 108(i) of the Code.

(n) The Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(o) No Company Party has been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in Section 355 of the Code.

(p) No Company Party is, or has been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.601-4(b).

(q) ADP has, since the date of its inception, been taxed as an insurance company pursuant to Section 831 of the Code.

Section 3.24 Transactions with Interested Persons. Except as set forth on **Section 3.24** of the Disclosure Schedules and for Dental Provider Contracts and Insurance Contracts that are disclosed elsewhere in the Disclosure Schedules, no Company Party is a party to any Contract with any of the directors, officers, employees or individual shareholders of the Company, the Subsidiaries of the Company, the Seller or any Affiliate of the Seller, or any family member or Affiliate of any of the foregoing, other than medical or dental Insurance Contracts with individuals.

Section 3.25 Absence of Indemnifiable Claims. As of the date of this Agreement, there are no pending claims that would entitle any director or officer of a Company Party to indemnification by a Company Party under applicable Law or the Organizational Documents of a Company Party, any insurance policy maintained by a Company Party or any indemnity agreements of a Company Party or similar agreements to which any Company Party is a party or by which any of their Assets is or may be bound.

Section 3.26 Derivatives; Structured Products. No Company Party: (i) is engaged in any Derivative Transactions; (ii) has any material Liability, contingent or otherwise, in connection with any Derivative Transaction; (iii) has material issued, sponsored, organized, or otherwise originated any Structured Products; or (iv) has any Liability, whether accrued, absolute, contingent, or otherwise, in connection with any Structured Products.

Section 3.27 Brokers. Except for Deloitte Corporate Finance, LLC, whose fees are the responsibility of the Seller, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Seller or any Company Party.

Section 3.28 Insurance Regulatory Matters.

(a) The Seller has made available to the Buyer (i) true, correct and complete copies of all material reports and registrations (including registrations as a member of an insurance holding company system) and any supplements or amendments thereto filed since December 31, 2012 by the Company Parties with any Governmental Authority and (ii) financial examination and market conduct examination reports of all Insurance Regulators with respect to the Company Parties issued since December 31, 2012. Except as set forth in **Section 3.28(a)** of the Disclosure Schedules, no Company Party is, as of the date hereof, subject to any pending, or, to the Knowledge of Seller, threatened financial or market conduct examination or other investigation by an Insurance Regulator.

(b) Except as set forth in **Section 3.28(b)** of the Disclosure Schedules, the Company Parties are, and since December 31, 2012 have been, in compliance with all Applicable Laws regulating the marketing and sale of insurance policies or contracts written by the Company Parties, regulating advertisements, requiring mandatory disclosure of policy information, and prohibiting the use of unfair methods of competition and deceptive acts or practices. For

purposes of this **Section 3.28(b)**, "advertisement" means any material designed to create public interest in insurance or annuity policies or contracts or in an insurer, or in an insurance producer, or to induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain such an insurance or annuity policy or contract.

(c) All material claims duly payable have been paid in material compliance with applicable Law, including, without limitation, all claims settlement practice acts, and the terms of the existing policies under which they arose, except for bad-faith claims arising in the ordinary course of business.

(d) Neither the Company Parties nor the Seller, or any of their respective Affiliates (with respect to the Business conducted by the Company Parties) is a party to any contract, consent decree or memorandum of understanding with, or a party to any commitment letter or similar undertaking to, or subject to any cease-and-desist or other order or directive by, or a recipient of any extraordinary supervisory letter from, or has adopted any policy, procedure or board or stockholder resolution at the request of, any Insurance Regulator that restricts materially the conduct of its business or in any manner relates to its capital adequacy, credit or risk management policies or management.

(e) The reserves and other actuarial liability amounts established or reflected in the Annual Statement for the year ended December 31, 2014, as of such date, for the Company Parties were prepared materially in accordance with actuarial standards of practice applied on a consistent basis for the periods presented except as otherwise noted in the Annual Statements and were substantially based on actuarial assumptions that were believed to be reasonable in relation to relevant policy and contract provisions. The Buyer acknowledges and agrees that the Company is not making any representation or warranty, express or implied, in or pursuant to this Agreement or otherwise concerning the adequacy or sufficiency of the reserves for losses, loss adjustment expenses or uncollectible reinsurance of the Company Parties.

Section 3.29 [Reserved.]

Section 3.30 Compliance with Healthcare Laws.

(a) Neither Seller, any of the Company Parties, nor, to the Knowledge of Seller, any Dental Provider providing services on behalf of Seller or any of the Company Parties or otherwise affiliated with Seller or any of the Company Parties through ownership (directly or indirectly) of Seller or any of the Company Parties, has (i) solicited, offered, authorized, promised, been promised, made or agreed to make gifts of money, other property, other value or similar benefits or contributions to, or entered into any fee-splitting arrangement with, any actual or potential customer, Dental Provider, facility, supplier, governmental employee, beneficiary of Medicaid or any other governmental healthcare program, or other actual or potential patients or Payor's enrollees, or other Person in a position to assist or hinder Seller or any of the Company Parties in connection with any actual or proposed business or transaction or to any political party, political party official or candidate for federal, state or local public office in violation of any Healthcare Law or (ii) maintained any unrecorded fund or asset for any illegal purpose.

(b) Except as listed on **Section 3.30(b)** of the Disclosure Schedules, Seller and each of the Company Parties have timely filed all of their respective material regulatory reports, schedules, statements, contracts, documents, filings, submissions, forms, registrations, data and other documents, together with any amendments or supplements required to be made with respect thereto, that each was required to file with any Governmental Authority, including state health and insurance regulatory authorities and any applicable federal regulatory authorities. All such reports, schedules, statements, contracts, documents, filings, submissions, forms, registrations, data and other documents were complete, correct and in compliance in all material respects with applicable Healthcare Laws when filed, or as amended or supplemented, and no material deficiencies or liabilities have been asserted by any Governmental Authority with respect thereto. **Section 3.30(c)** of the Disclosure Schedules identifies all audits, surveys or investigations conducted by any Governmental Authority since January 1, 2010 (specifically excluding routine audits, surveys or investigations conducted in the ordinary course), together with all findings, complaints, correspondence and material information relating thereto.

(c) Except as set forth in **Section 3.30(c)** of the Disclosure Schedules, neither Seller nor any of the Company Parties has made, or currently has any agreements to make, any payments to brokers, agents, consultants or other producers which payments were or are contingent upon the placement of business with Seller or any of the Company Parties by any brokers, agents, consultants or other producers, and where the same would violate applicable Healthcare Laws. Neither Seller nor any of the Company Parties has paid, or currently has any agreements to pay, any compensation to any broker, agent, consultant or other producer where, to the Knowledge of Seller, such broker, agent, consultant or other producer is also receiving compensation from a customer or potential customer of the Business, where the same would violate applicable Healthcare Laws.

(d) During all applicable times, each Person that is or has been party to a Dental Provider Contract (i) is and has been qualified for participation in the Programs; and (ii) is and was in material compliance with the conditions of participation in the Programs.

(e) Neither Seller, any of the Company Parties, nor any of their respective equityholders, officers, directors, employees, (including any Dental Provider employed by any Company Party) (i) has been convicted of a felony or a criminal offense related to health care, (ii) has been excluded, debarred or otherwise ineligible to participate in a Program, (iii) has had a civil monetary penalty assessed against it under § 1128A of the Social Security Act or (iv) to the Knowledge of the Seller and the Company Parties, has engaged in any activity that would reasonably be expected to result in civil penalties or mandatory or permissive exclusion from a Program.

(f) Each Dental Provider who provides services on behalf of Seller or any of the Company Parties or who is otherwise affiliated with Seller or any of the Company Parties through ownership (directly or indirectly) of Seller or any of the Company Parties, has met and currently meets all requirements for participation in and receipt of payment from the applicable Programs and Payors and, if required, is a party to a valid participation agreement for payment by such Programs and Payors. To the Knowledge of the Seller and the Company Parties, none of the foregoing has received written notice from any of the Programs, Payors or other third party payment programs of any pending or threatened Proceedings that could reasonably be expected

to result in termination, exclusion or debarment of Seller, any of the Company Parties, or any Dental Provider from any such Programs, Payors or other third party payment programs, nor are any such Proceedings pending, threatened or imminent. To the Knowledge of Seller, there is no pending administrative, civil or criminal Proceeding relating to (i) Seller or any of the Company Parties; or (ii) any Dental Provider providing services on behalf of Seller or any of the Company Parties or who is otherwise affiliated with Seller or any of the Company Parties through ownership (directly or indirectly) of Seller or any of the Company Parties. All billing practices of Seller and each of the Company Parties have been in material compliance with applicable Healthcare Law.

(g) To the Knowledge of the Seller and the Company Parties, other than regularly scheduled audits and reviews where the amount in dispute is not in excess of $25,000, no Proceedings including any validation review, peer review or program integrity review related to Seller or any of the Company Parties, the Business or any of their respective Dental Providers, is currently being conducted by any entity, commission, board or agency in connection with a Program; and no such reviews are scheduled, pending or threatened against or affecting any such Person or the Business.

(h) Except as set forth on **Section 3.30(h)** of the Disclosure Schedules, neither Seller nor any of the Company Parties (i) is a party to a corporate integrity agreement with the Office of the Inspector General of the Department of Health and Human Services (the "**OIG**") or any similar agreement with any state Governmental Authority relating to alleged noncompliance with any Healthcare Law, (ii) has reporting or other obligations pursuant to any settlement agreement or other similar agreement, arrangement or requirement entered into with any Governmental Authority relating to alleged noncompliance with any Healthcare Law, (iii) to the Knowledge of the Seller and Company Parties, is a defendant to any pending and unsealed qui tam/false claims act litigation either at a federal or state level relating to alleged noncompliance with any Requirement of Law, (iv) has been served with or received any search warrant, subpoena, civil investigation demand, or contact letter by or from any Governmental Authority, or is subject to any request for information, audit, examination, administrative inquiry or other formal or informal complaint related to any alleged violation of any Healthcare Law, and (v) has received any written notice from employees, independent contractors, vendors or any other Person alleging any violation of any Healthcare Law. There are not any pending self-disclosures, voluntary disclosures, or material refunds with respect to Seller or any of the Company Parties.

(i) Since March 1, 2015, Seller and the Company Parties have operated an effective corporate compliance program that takes into consideration the guidance from the OIG. Seller and the Company Parties have made available all material correspondence with the OIG. Neither Seller nor any Company Party is currently aware of or conducting any internal investigation that could reasonably result in (i) a refund in excess of $25,000 to any Program or Payor, (ii) material liability for Seller or the Company Parties, or (iii) the voluntary disclosure of any issue to any regulatory agency, Program or Payor.

(j) Seller and each of the Company Parties have each operated the Business in material compliance with all applicable Healthcare Laws.

(k) Except as otherwise set forth in **Section 3.30(k)** of the Disclosure Schedules, neither Seller, any of the Company Parties, nor, to the knowledge of the Seller and the Company Parties, their respective equity holders, directors, officers, managers, employees, contractors, and agents have engaged in any activities which are prohibited under any Healthcare Laws.

(l) Seller and the Company Parties have each maintained all records required to be retained by federal and state agencies and private entities with which such Person has contracted including, without limitation, the state Medicaid programs and other governmental agencies and private entities in connection with its operation of the Business.

Section 3.31 Payors. **Section 3.31** of the Disclosure Schedules lists, for the past three (3) fiscal years and for the nine (9)-month period ending on September 30, 2015, the top ten (10) Payors. **Section 3.31** of the Disclosure Schedules sets forth opposite the name of each such Payor the approximate percentage and dollar amount of annual revenues by Seller and each of the Company Parties attributable to such Payor for the applicable period(s). Except as set forth on **Section 3.31** of the Disclosure Schedules, neither Seller nor any of the Company Parties participates in any risk-bearing dental preferred provider organizations ("**DPPOs**") or other contracted provider networks which assume full downside risk for the dental services provided or arranged by such networks, Seller or any of the Company Parties. Any participation by Seller or any of the Company Parties in DPPOs and other contracted provider networks, whether risk-bearing or non-risk-bearing, is done pursuant to written contracts which are in compliance with Requirements of Law applicable to their provider network participation and in compliance with the contractual requirements for participation in DPPOs and provider networks established by the network administrators and Payors, as applicable. **Section 3.31** of the Disclosure Schedules sets forth a list of circumstances where a Payors or DPPO network administrators have, since January 1, 2014, (x) indicated in writing that it will terminate, not renew, cancel or substantially decrease its business with Seller or any of the Company Parties or (y) asserted a claim or notice of breach or default in writing against Seller or any Company Party. Except as set forth on **Section 3.31** of the Disclosure Schedules, all of the respective contracts involving Seller or any of the Company Parties with Payors or DPPO network administrators are in writing and signed by or on behalf of the parties thereto, constitute valid, binding and enforceable agreements of the parties thereto and were entered into in the ordinary course of business. Such contracts and the services or obligations required to be performed thereunder by Seller, the applicable Company Party, or any subcontractor and the compensation which is paid or received under such contracts comply with all Requirements of Law. **Section 3.31** of the Disclosure Schedules further lists all agreements or contracts with the top ten (10) Payors measured by revenue and lists any material changes to such Payor contracts since January 1, 2014 which could adversely affect the economics of the contract including, but not limited to, changes to (i) patient co-payment requirements, (ii) patient deductible requirements, (iii) the number of authorized patient visits, (iv) the number of reimbursed units, and (v) staffing requirements. Seller and each of the Company Parties have Made Available to Buyer full, complete, and unredacted copies of all agreements between Seller or any of the Company Parties and Payors.

Section 3.32 Compliance with Privacy Laws.

(a) Except as set forth on **Section 3.32(a)** of the Disclosure Schedules, Seller and the Company Parties are each in material compliance with Privacy Laws.

(b) Seller and the Company Parties have each developed and implemented appropriate compliance policies, procedures and training programs in compliance with Privacy Laws. Copies of the compliance policies, procedures, and training materials of Seller and each of the Company Parties relating to Privacy Laws have been made available to Buyer. The "workforce" (as such term is defined in 45 C.F.R. § 160.103) of Seller and each of the Company Parties that is subject to Privacy Laws has received appropriate training with respect to compliance with Privacy Laws. Seller and the Company Parties have each at all times complied in all material respects with all compliance policies, procedures, and training established by Seller or such Company Party from time to time and as applicable with respect to privacy, security, data protection, collection, use or disclosure of "individually identifiable health information" (as that term is defined in 45 C.F.R. § 160.103), "protected health information" (as that term is defined in 45 C.F.R. § 160.103) or other personal data gathered, accessed, used or disclosed in the course of the operations of the Business and at all times consistent with Privacy Laws.

(c) Seller and the Company Parties have each entered into business associate agreements and business associate subcontractor agreements with all third parties and other Company Parties acting as a "business associate" or "covered entity" (as those terms are defined in 45 C.F.R. § 160.103) with respect to Seller or such Company Party which meets all of the requirements set forth in Privacy Laws. Seller and the Company Parties are each in material compliance with the terms of all business associate agreements and business associate subcontractor agreements to which it is a party.

(d) Except as set forth on **Section 3.32(d)** of the Disclosure Schedules, to the Knowledge of the Seller and the Company Parties, neither Seller nor any of the Company Parties (i) is under audit or investigation by any Governmental Authority for a violation or alleged violation of any Privacy Laws, including the United States Department of Health and Human Services Office for Civil Rights, the United States Department of Justice, any other federal agency, any state Attorney General's Office, or any other state agency, relating to any violation or alleged violation of Privacy Laws; (ii) since January 1, 2011, has suffered or discovered any unauthorized acquisition, access, use, disclosure or breach of any "individually-identifiable health information" (as that term is defined in 45 C.F.R. § 160.103) or other non-public personal information that constitutes a "breach" of "unsecured protected health information" (as those terms are defined in 45 C.F.R. § 165.402) or a successful "security incident" (as that term is defined in 45 C.F.R. § 164.304); (iii) has notified, either voluntarily or as required by any Requirement of Law or Privacy Laws, any affected individual, any "individual" (as that term is defined in 45 C.F.R. § 160.103), any "covered entity" (as that term is defined in 45 C.F.R. § 160.103), any Governmental Authority, or the media of any breach of "individually-identifiable health information" or other non-public personal information.

(e) Except as set forth on **Section 3.32(e)** of the Disclosure Schedules, neither Seller nor any of the Company Parties is subject to liability for any private right of action, claim, complaint or lawsuit that has been or may be asserted or filed by any individual or entity alleging either Seller's or any of the Company Parties' violation or alleged violation of Privacy Laws.

Section 3.33 Refunds.

(a) **Section 3.33(a)** of the Disclosure Schedules sets forth a true and correct list since January 1, 2010, of (i) all Payors that are healthcare-related Governmental Authorities that have paid to Seller or one or more of the Company Parties more than is due, and have not received a timely refund for such overpayment from Seller or the Company Parties, which unpaid refunds in the aggregate per Payor exceeds $50,000, and (ii) the amount of such overpayment.

(b) **Section 3.33(b)** of the Disclosure Schedules sets forth a true and correct list since January 1, 2010, of (i) all Payors that are not Governmental Authorities that have paid to Seller or one or more of the Company Parties more than is due, and have not received a timely refund for such overpayment from Seller or the Company Parties, which unpaid refunds in the aggregate per Payor exceeds $50,000, and (ii) the amount of such overpayment.

Article IV.
REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as set forth in the Disclosure Schedules, the Buyer represents and warrants to the Seller that the statements contained in this **Article IV** are true and correct as of the date hereof and as of the Closing Date.

Section 4.01 Organization and Authority of the Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Buyer has full power (company or otherwise) and authority to enter into this Agreement and the other Transaction Documents to which the Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Buyer of this Agreement and any other Transaction Document to which the Buyer is a party, the performance by the Buyer of its obligations hereunder and thereunder and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer, and (assuming due authorization, execution and delivery by the Seller) this Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms. When each other Transaction Document to which the Buyer is or will be a party has been duly executed and delivered by the Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of the Buyer enforceable against it in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by the Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of the Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to

the Buyer; or (c) except as set forth in **Section 4.02** of the Disclosure Schedules, require the consent, notice or other action by any Person under any Contract to which the Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for such filings and approvals of state insurance regulatory agencies as may be required.

Section 4.03 Investment Purpose; No Reliance. The Buyer is acquiring the Subject Units solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. The Buyer acknowledges that the Subject Units are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Subject Units may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. The Buyer has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its investment.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Buyer.

Section 4.05 Sufficiency of Funds. The Buyer has, and at Closing will have, sufficient cash on hand or other unconditional sources of immediately available funds as of the Closing Date to enable it to deliver the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 4.06 Legal Proceedings. There are no Actions pending or, to the Buyer's knowledge, threatened against or by the Buyer or any Affiliate of the Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Article V.
PRE-CLOSING COVENANTS

Section 5.01 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by the Buyer (which consent shall not be unreasonably withheld or delayed), the Seller and the Company Parties shall, and the Seller shall cause each Company Party to, (x) conduct the Business of the Company Parties in the ordinary course of business, consistent with reasonable business practices, and (y) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of the Company Parties and to preserve the rights, franchises, goodwill and relationships of its customers, lenders, suppliers, providers, insureds, regulators and others having business relationships with the Company Parties. Without limiting the foregoing, from the date hereof until the Closing Date, and except as otherwise provided in

this Agreement or consented to in writing by the Buyer (which consent shall not be unreasonably withheld or delayed), the Company Parties shall, and the Seller shall cause the Company Parties to:

(a) preserve and maintain all of their material Permits and otherwise operate the Business in compliance with all applicable Laws in all material respects;

(b) deliver to the Buyer, as promptly as practicable after preparation thereof, unaudited or audited, as the case may be, (i) GAAP Statements filed by or on behalf of the Company Parties after the date of this Agreement and copies of material correspondence relating to any such GAAP Statement; and (ii) any financial statements, reports, plans or budgets prepared for or used by the management of any of the Company Parties in the conduct, management or operation of the Business;

(c) defend and protect its properties and assets from infringement or usurpation;

(d) maintain its books and records in accordance with past practice;

(e) except in the ordinary course of business, not take any of the following actions with respect to any Insurance Contract: reduce rates, fail to implement actuarially-based rate increases, extend existing policy terms, or accelerate renewals;

(f) except in the ordinary course of business or to the extent required by Law or any existing Contracts, not enter into, adopt, amend or terminate any Contract relating to the compensation or severance of any employee, consultant, or independent contractor of the Seller, the Company Parties;

(g) except in the ordinary course of business, not take any action which would be reasonably likely to result in (A) the realization of any gross capital loss or losses in an amount of $100,000 or more, or (B) an adverse impact on its surplus in an amount of $100,000 or more;

(h) not license, transfer, assign, sell, or otherwise encumber any Company Intellectual Property; and

(i) not take or permit any action that would cause any of the changes, events or conditions described in **Section 3.08** to occur.

Section 5.02 Access to Information. From the date hereof until the Closing, the Seller and the Company Parties shall, and the Seller shall cause the Company Parties to, (i) afford the Buyer and its Representatives reasonable access to the Real Property, properties, assets, premises, books and records, Contracts and other documents and data related to the Company Parties; (ii) furnish the Buyer and its Representatives with such financial, operating and other data and information related to the Company Parties as the Buyer or any of its Representatives may reasonably request; (iii) furnish the Buyer and its Representatives with any data, documents, and information regarding the HIPAA Breach and/or actual or alleged violations of Privacy Laws; and (iv) instruct the Representatives of the Seller and the Company Parties to cooperate with the Buyer in its preparation for the Closing, including its reasonable investigation of the Company Parties. Any investigation pursuant to this **Section 5.02** is to be conducted upon

reasonable advance notice to the Seller and during a time, at a location and in a manner as reasonably agreed upon by the parties. No investigation which has been or will be made by the Buyer or other information received by the Buyer will operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Seller or the Company in this Agreement.

Section 5.03 No Solicitation of Other Bids. Neither the Seller nor any Company Party may, and each of them shall cause each of their respective Affiliates and their respective Representatives not to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Seller and the Company Parties shall immediately cease and cause to be terminated, and each of them shall cause each of their respective Affiliates and their respective Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than the Buyer or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, equity exchange or other business combination transaction involving the Company Parties; (ii) the issuance or acquisition of equity securities of any of the Company Parties; (iii) the sale, lease, exchange or other disposition of any significant portion of the properties or assets of the Company Parties; or (iv) any other kind of insurance or reinsurance transaction that could effect a disposition of the Business of the Company Parties.

Section 5.04 Notice of Certain Events.

(a) From the date of this Agreement until the Closing Date, each party will promptly notify the other party of:

(i) any written notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(ii) any written notice or other written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iii) any change or fact of which it is aware that will or is reasonably likely to result in any of the conditions set forth in ARTICLE VII becoming incapable of being satisfied.

(b) Prior to the Closing, the Seller may deliver to the Buyer one or more supplements or updates to the Disclosure Schedule, and any such supplement or update (except to the extent that the notified matter, individually or in the aggregate when considered with other notified matters, results in a Material Adverse Effect) will not be considered for purposes of determining whether the condition set forth in **Section 7.02(a)** has been met. The Buyer's receipt of any such supplement, update or other information pursuant to this **Section 5.04** shall not operate as a

waiver or otherwise affect any representation, warranty, or agreement given or made by the Seller or any Company Party to this Agreement (including any indemnification rights pursuant to **Section 9.02** and shall not be deemed to amend or supplement the Disclosure Schedules irrespective of whether such supplement or update refers to any matter arising before or after the date hereof and prior to the Closing that is necessary to be disclosed in order to make any representation or warranty correct when made as of the Closing.

Section 5.05 Resignations. The Seller shall deliver to the Buyer written resignations, effective as of the Closing Date, of the officers and managers/directors of the Company Parties from the officer and manager/director titles (but not from any employment relationship) requested by the Buyer at least five (5) Business Days prior to the Closing.

Section 5.06 Approvals and Consents.

(a) Each Party shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law, including the Hart-Scott-Rodino Act and any other antitrust laws, applicable to such Party or any of its Affiliates to obtain all Governmental Approvals, and (ii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents. Each Party shall cooperate fully with the other Parties and their respective Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Each Party shall, and shall cause its Affiliates to, within ten (10) Business Days after the date hereof, prepare and file, or cause its "ultimate parent entity" (as defined under the Hart-Scott-Rodino Act) to file, with the FTC and the DOJ, the Pre-Merger Notification and Report Form required under the Hart-Scott-Rodino Act for the transactions contemplated hereby and seek to obtain early termination of the waiting period thereunder. Each Party shall promptly respond to any request for supplemental or additional information which may reasonably be requested by the FTC and the DOJ and any other Governmental Authority in connection with such filing and shall comply in all material respects with all applicable law relating thereto.

(c) The Seller, the Company, and the Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Section 3.04** and **Section 4.02** of the Disclosure Schedules; provided, however, that neither Party shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

(d) Without limiting the generality of the Parties' undertakings pursuant to subsections (a) through (c) above, each of the Parties shall use their reasonable best efforts to:

(i) respond to any inquiries by any Governmental Authority regarding insurance regulatory, antitrust or other matters with respect to the transactions contemplated by this Agreement or any Transaction Document;

(ii) avoid the imposition of any Governmental Order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any Transaction Document; and

(iii) in the event any Governmental Order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement or any Transaction Document has been issued, to have such Governmental Order vacated or lifted.

(e) If any consent, approval or authorization necessary to preserve any right or benefit under any Contract to which any of the Company Parties is a party is not obtained prior to the Closing and assuming the Buyer has waived the applicable condition to Closing, the Seller shall, subsequent to the Closing, cooperate with the Buyer and such Company Party in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable. If such consent, approval or authorization cannot be obtained, the Seller shall use its commercially reasonable efforts to provide the Company Party with the rights and benefits of the affected Contract for the term thereof, and, if the Seller provides such rights and benefits, such Company Party shall assume all obligations and burdens thereunder attributable to the period following the Closing.

(f) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of any Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the Seller or the Company Party with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other Parties hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Parties with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(g) Notwithstanding the foregoing, nothing in this **Section 5.06** shall require, or be construed to require, the Buyer or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, voting securities, businesses or interests of the Buyer or any of the Company Parties or any of their respective Affiliates; (ii) impose any conditions relating to, or changes or restrictions in, the operations of any such assets, voting securities, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to the Buyer of the transactions contemplated by this Agreement; (iii) provide any financial support, contribution, re-capitalization, parental guarantee, keepwell, or other similar obligation or to incur any liability with respect to the Company Parties; (iv) make any material modification or waiver of the terms and conditions of this Agreement; or (v) enter into a consent

decree order requiring the divestiture or holding separate of any assets or voting securities or the termination or modification of existing relationships and contractual rights.

Section 5.07 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by the Seller prior to the Closing, or for any other reasonable purpose, for a period of five (5) years after the Closing, the Buyer shall:

(i) retain the books and records (including personnel files) of the Company Parties relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company Parties but excluding any books and/or records delivered to the Buyer hereunder, and

(ii) upon reasonable notice, afford the Representatives of the Seller reasonable access (including the right to make, at the Seller's expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in **Article VI**.

(b) In order to facilitate the resolution of any claims made by or against or incurred by the Buyer or any Company Party after the Closing, or for any other reasonable purpose, for a period of five (5) years following the Closing, the Seller shall:

(i) retain the books and records (including personnel files) of the Seller which relate to the Company Parties and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Representatives of the Buyer or the Company Parties reasonable access (including the right to make, at the Buyer's expense, photocopies), during normal business hours, to such books and records; provided, however, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in **Article VI**.

(c) None of the Buyer, the Seller, or a Company Party shall be obligated to provide the other Parties with access to any books or records (including personnel files) pursuant to this **Section 5.07** where such access would violate any Law or compromise any rights of the Parties hereunder.

Section 5.08 Closing Conditions. From the date hereof until the Closing, each Party shall, and the Seller shall cause the Company Parties to, use their reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in **Article VII** hereof.

Section 5.09 Public Announcements. From and after the execution of this Agreement, unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no Party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written

consent of the other Parties (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 5.10 Lease Renewals. Prior to Closing, the Seller and the Company shall use their commercially reasonable efforts to renew the Leases and Subleases that are set to expire on or before September 30, 2016 upon terms and conditions approved by Buyer, such approval not to be unreasonably withheld, conditioned or delayed, all of which are listed on **Schedule 5.10**

Section 5.11 Management Agreement. Prior to Closing, the Parties shall work together in good faith to mutually agree upon a management agreement (the "**Management Agreement**") on commercially reasonable terms, to be executed and delivered by the relevant Persons at Closing.

Section 5.12 Further Assurances. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Article VI.
TAX MATTERS

Section 6.01 Tax Covenants.

(a) Except as provided otherwise herein or without the prior written consent of Buyer and Seller, on or with respect to the day immediately preceding the Closing Date or the Closing Date, none of Buyer, Seller or any Affiliate of Buyer or Seller shall take, or shall cause or permit any of the Company Parties to take, any action not in the ordinary course of business of such Company Party, which restriction shall include, but not be limited to, the making or revocation of any Tax election, the adoption or change in any method of accounting, the merger, conversion or liquidation of any Company Party, or the distribution of any property in respect of any Company Party.

(b) The Company shall cause each Subsidiary of the Company that is treated as a partnership for U.S federal Income Tax purposes to elect the "interim closing of the books method" as described in proposed Treasury Regulations Section 1.706-4(c) (using the calendar day convention as described therein) for purposes of determining the distributive share of partnership items under Section 702(a) for each segment of such taxable year.

(c) In connection with the Buyer's purchase of the Subject Units, the Company shall, to the extent it has the requisite authority to do so, cause each Subsidiary of the Company that is treated as a partnership for U.S. federal Income Tax purposes to make an election under Section 754 of the Code.

Section 6.02 Transfer Taxes. The Seller shall pay one hundred percent (100%) of any documentary, stamp, sales, transfer, excise or similar Taxes, if any, resulting, directly or indirectly, from the transactions contemplated by this Agreement and the Transaction Documents

("**Transfer Taxes**"). Seller shall timely file or cause to be filed all required documentation and Tax Returns which it is required by Law to file with respect to such Transfer Taxes.

Section 6.03 Straddle Period. In the case of Taxes that are payable by the Company Parties with respect to a taxable period that begins on or before and ends after the Closing Date (each such period, a "**Straddle Period**"), the portion of any such Taxes that are treated as Pre-Closing Taxes for purposes of this Agreement shall be:

(a) in the case of Taxes (i) based upon, or related to, income, receipts (including premiums), profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed to be the amount of such Taxes as determined using a "closing of the books" method and assuming the taxable year of a Company Party ended as of the end of the Closing Date; and

(b) in the case of Taxes other than those referenced in **Section 6.03(a)**, deemed to be the amount of such Taxes for the entire Straddle Period, multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the total number of days in the entire Straddle Period.

To the extent permitted by Law, any Tax benefits, deductions or credits arising from or with respect to the Transaction Expenses shall be entirely allocated to the portion of the Straddle Period ending on or before the Closing Date and included in computing the portion of any such Taxes that are treated as Pre-Closing Taxes for purposes of this Agreement.

Section 6.04 Tax Returns. Any Tax Return to be prepared pursuant to the provisions of this Section 6.04 shall be prepared in a manner consistent with practices followed in prior years by the applicable Company Party with respect to similar Tax Returns, except as required by applicable Law or as a result of any change in fact. Neither Buyer nor any of the Company Parties shall cause or permit any Company Party to (i) amend, refile or otherwise modify any Tax Return, or submit or file any Tax claim, with respect to such Company Party for any Pre-Closing Tax Period, or (ii) enter into any closing agreement, settle any Tax claim or assessment relating to such Company Party, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to such Company Party for any Pre-Closing Tax Period, in each instance without obtaining the prior written consent of the Seller, such consent not to be unreasonably withheld, conditioned or delayed.

(a) The Seller shall prepare or cause to be prepared and file or cause to be filed, at the Seller's expense, all Income Tax Returns required to be filed by each of the Company Parties for all taxable periods ending on or before the Closing Date, regardless of when such Tax Returns are to be filed (the "**Seller Tax Returns**"). The Seller shall submit each Seller Return (together with any supporting schedules or other documents reasonably requested by the Buyer) to the Buyer for the Buyer's comment no later than sixty (60) days before the due date for such Seller's Return (including extensions). If Buyer objects to any item on any such Tax Return (including the amount or character of any items of income, gain, loss, deduction or basis related to Section 743, 751 or 754 of the Code), it shall, within thirty (30) days after delivery of such Tax Return, notify Seller in writing that it so objects, specifying such item or items and the basis for any such

objection. If Buyer fails to timely notify Seller of any objection, Seller shall file or cause the relevant Company Party to file such Seller Tax Return as prepared by Seller and delivered to Buyer. If Buyer timely delivers a notice of objection, Buyer and Seller shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Buyer and the Seller are unable to reach such agreement within ten (10) days after receipt by Seller of such notice, the disputed items shall be resolved by a nationally recognized, independent accounting firm mutually acceptable to Buyer and Seller (the "**Independent Accountant**"), who shall resolve the dispute in accordance with **Section 6.04(c)** and whose determination shall be final and binding on the Parties.

(b) Except as otherwise provided in **Section 6.04(a)**, Buyer shall prepare, or cause to be prepared, at Buyer's expense, all Tax Returns required to be filed by each of the Company Parties after the Closing Date for all taxable periods beginning on or before he Closing Date and for each Straddle Period (the "**Buyer Tax Returns**"). (For the avoidance of doubt, all Income Tax Returns filed by each Company Party for taxable periods ending on or before the Closing Date shall be a Seller Tax Return prepared and filed pursuant to Section 6.04(a) and not a Buyer Tax Return.) Buyer shall submit each Buyer Tax Return (together with any supporting schedules or other documents reasonably requested by the Seller) to the Seller for the Seller's comment no later than sixty (60) days before the due date for such Buyer Tax Return (including extensions). If Seller objects to any item on any such Tax Return (including the amount or character of any items of income, gain, loss, deduction or basis related to Section 743, 751 or 754 of the Code), it shall, within thirty (30) days after delivery of such Tax Return, notify Buyer in writing that it so objects, specifying such item or items and the basis for any such objection. If Seller fails to timely notify Buyer of any objection, Buyer shall file or cause the relevant Company Party to file such Buyer Tax Return as prepared by Buyer and delivered to Seller. If Seller timely delivers a notice of objection, Buyer and Seller shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Buyer and the Seller are unable to reach such agreement within ten (10) days after receipt by Seller of such notice, the disputed items shall be resolved by the "Independent Accountant, who shall resolve the dispute in accordance with **Section 6.04(c)** and whose determination shall be final and binding on the Parties.

(c) In connection with any dispute to be resolved by the Independent Accountant pursuant to **Section 6.04(a)** or **Section 6.04(b)**, the Independent Accountant shall be instructed to resolve any disputed items in accordance with the terms of this Agreement within twenty (20) days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return may be filed as prepared by the Seller (with respect to a Seller Tax Return) or by the Buyer (with respect to a Buyer Tax Return) and then amended by the Party responsible for preparing such Tax Return as required to reflect the Independent Accountant's resolution. The Seller and the Buyer will each pay their own fees and expenses (including any fees and expenses of their accountants and other representatives) in connection with the resolution of any dispute under this **Section 6.04** (excluding the fees and expenses of the Independent Accountant). The fees and expenses of the Independent Accountant incurred pursuant to this **Section 6.04(c)** shall be shared by each of the Buyer and the Seller in inverse proportion to the aggregate dollar amount of Tax items resolved in favor of such Party compared to the aggregate dollar amount of all Tax items resolved by the Independent Accountant, with such sharing ratio calculated by the Independent Accountant.

Section 6.05 Pre-Closing Taxes. In determining the Seller's liability for Pre-Closing Taxes pursuant to this Agreement, the Sellers shall be credited with the amount of estimated Taxes, and any Tax credits or Tax overpayments made by or on behalf of the Company Parties prior to the Closing Date except the extent such Taxes are included in the calculation of Final Working Capital. To the extent that the Seller's liability for Pre-Closing Taxes is less than the amount of Taxes previously paid by or on behalf of the Company Parties with respect to the Pre-Closing Tax Period, the Buyer shall pay the Seller the difference within ten (10) days of filing the Tax Return relating to such Taxes.

Section 6.06 Tax Refunds. Except to the extent included in the calculation of Final Working Capital, any Tax refund (including any interest in respect thereof) received by each of the Company Parties, and any amounts credited against or otherwise reducing Tax to which a Company Party becomes entitled (including by way of any amended Tax Returns or any carryback filing), that relate to any Pre-Closing Tax Period shall be for the account of the Seller, and the Buyer shall pay over to the Sellers any such refund or the amount of any such credit or reduction within ten (10) days after receipt of such refund, credit or reduction or entitlement thereto. For purposes of this **Section 6.06**, where it is necessary to apportion any such refund, credit or reduction between Seller and Buyer for a Straddle Period, such refund, credit or reduction shall be apportioned in the same manner that Tax liabilities are apportioned with respect to such Straddle Period pursuant to **Section 6.03**. Buyer shall cooperate, and cause each of the Company Parties to cooperate, in obtaining any Tax refund the Seller reasonably believes should be available, including through filing appropriate forms with the applicable governmental authority; provided (x) the Seller shall pay or reimburse all reasonable third-party costs and expenses incurred by the Company Party in securing such refund and (y) any such refund shall be net of any tax liabilities incurred by Buyer, any Company Party or their Affiliates as a result of obtaining such refund.

Section 6.07 Contests. The Buyer shall give prompt written notice to the Seller of the receipt of any written notice by Buyer or any of the Company Parties involving the assertion of any claim, or the commencement of any Action (i) in respect of any Tax Return of a Company Party solely for any Pre-Closing Tax Period, or (ii) in respect of which indemnity may be sought by the Buyer pursuant to this Agreement (a "**Seller Tax Claim**"); provided that failure to comply with this provision shall not affect the Buyer's right to indemnification hereunder except and only to the extent the Seller forfeits rights or defenses by reason of such failure or has otherwise been prejudiced or harmed. Seller shall have the right, but not the obligation, to control the contest and resolution of any Seller Tax Claim; provided, however, that the Seller shall obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld or delayed) before entering into any settlement of a claim or ceasing to defend such claim; and, provided, further, that the Buyer shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by the Buyer. If Seller elects not to control the contest or resolution of such Seller Tax Claim, then the Buyer shall control such Tax Claim; provided, however, that the Buyer shall obtain the prior written consent of the Seller (which consent shall not be unreasonably withheld or delayed) before entering into any settlement of a claim or ceasing to defend such claim; and, provided, further, that the Seller shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by the Seller.

Section 6.08 Cooperation and Exchange of Information. The Seller and the Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this **Article VI** , including the filing of any amended Tax Returns (such cooperation shall include, for example, signing any such Tax Returns), in connection with the calculation of any Taxes due and payable by such Party, and in connection with any audit or other Action in respect of Taxes of any of the Parties or their Affiliates. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of the Seller and the Buyer shall retain (and Buyer shall cause each of the Company Parties to retain) all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of any of the Company Parties for any taxable period or portion thereof beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions, except to the extent notified by the other Party in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of any of the Company Parties for any taxable period beginning before the Closing Date, the Seller or the Buyer (as the case may be) shall provide the other Party with reasonable written notice and offer the other Party the opportunity to take custody of such materials. Notwithstanding the foregoing, this **Section 6.06** shall not be construed as requiring the Seller or the Buyer to provide any information pertaining to it or its owners that it deems confidential.

Section 6.09 Tax Treatment of Purchase and Sale of Subject Units. Seller and Buyer agree and acknowledge that, in accordance with Revenue Ruling 99-5, 1999-1 C.B. 434, they will treat the acquisition of the Subject Units as (i) a sale by Seller to Buyer of an undivided 80% interest in the assets of the Company in exchange for the Purchase Price and the assumption of 80% of the Company's liabilities, followed immediately thereafter by a contribution by Buyer to the Company of the purchased undivided interest in those assets in exchange for the Subject Units, and (ii) the contribution of the remaining undivided interest in those assets by Seller to the Company in exchange for the remaining Units for U.S. federal income tax purposes (and any state or local tax purposes to the extent applicable).

Section 6.10 Allocation of Purchase Price. Within forty-five (45) calendar days of the date hereof, Buyer shall deliver to Seller a statement (the "**Allocation Statement**") reflecting the allocation of the Purchase Price (along with any other items constituting consideration for federal Income Tax purposes) among the separate classes of assets of the Company in accordance with Section 1060 of the Code and the Treasury Regulations thereunder, together with any schedules or other documents reasonably requested by Buyer. Within thirty (30) calendar days following Seller's receipt of the Allocation Statement (the "**Allocation Review Period**"), Seller shall review the Allocation Statement. If Seller disputes any items related to or shown on the Allocation Statement, including the amount of any item or the method by which such amount was determined, Seller shall, prior to the expiration of the Allocation Review Period, provide written notice to Buyer. If Seller fails to deliver written notice of disputed items to Buyer prior to the expiration of the Allocation Review Period, Seller shall be deemed to have accepted the Allocation Statement as prepared by Buyer. If Seller delivers written notice to Buyer prior to the expiration of the Allocation Review Period, the Parties shall cooperate in good faith to resolve

any such disputed items as promptly as practicable but in no event later than fifteen (15) calendar days after Seller's delivery of such written notice to Buyer. If Buyer and Seller are unable to resolve any dispute relating to the Allocation Statement within such fifteen (15) day period, Buyer and Seller shall submit such dispute for final resolution to the Independent Accountant; provided, however, the Independent Accountant shall be instructed to resolve any disputed items in accordance with the terms of this Agreement and Section 1060 of the Code and the Treasury Regulations thereunder. As promptly as practicable, but in no event later than thirty (30) calendar days after its retention, the Independent Accountant shall deliver to Buyer and Seller a report which sets forth its resolution of the disputed items and its final determination of the Allocation Statement. The decision of the Independent Accountant shall be final, conclusive and binding on the Parties. The costs and expenses of the Independent Accountant shall be allocated between the Parties by the Independent Accountant in accordance with **Section 6.04(c)**. Buyer and the Seller and each of their respective Affiliates shall take all actions and properly and timely file all Tax Returns (including, but not limited to, IRS Form 8594 (Asset Acquisition Statement), in the case of the Buyer) consistent with the Allocation Statement as agreed or finally determined pursuant to this **Section 6.10**; provided, however, nothing contained herein shall require any Party to contest or to litigate in any forum any proposed deficiency or adjustment by any taxing authority or other Governmental Authority which challenges the Allocation Statement. The Allocation Statement shall be updated, in a manner consistent with the Allocation Statement as agreed or finally determined pursuant to this **Section 6.10**, to reflect any subsequent adjustments to the Purchase Price pursuant to the terms of this Agreement.

Section 6.11 Overlap. To the extent that any obligation or responsibility pursuant to **Article IX** may overlap with an obligation or responsibility pursuant to this **Article VI**, the provisions of this **Article VI** shall govern.

Article VII.
CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) All Governmental Approvals set forth in **Schedule 7.01(a)** shall have been obtained.

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(c) The waiting period under the Hart-Scott-Rodino Act shall have expired or been terminated without further action required.

Section 7.02 Conditions to Obligations of the Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Seller and the Company contained in Article III of this Agreement will be true and correct in all respects (provided that any such representation or warranty that is subject to a materiality, Material Adverse Effect or similar qualification will not be so qualified for purposes of determining the existence of any breach or inaccuracy thereof) as of the Closing Date as though made on and as of the Closing Date (except for those representations and warranties that address matters only as a specified date, the accuracy of which shall be determined as of that specified date), except for such breaches or inaccuracies that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Seller and the Company shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) All consents, authorizations, orders and approvals from the third parties set forth in **Section 3.04(c)** and **Section 3.04(d)** of the Disclosure Schedules shall have been obtained.

(d) From the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(e) The Transaction Documents shall have been executed by the parties thereto and delivered to the Buyer.

(f) The Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Seller, that each of the conditions set forth in **Section 7.02(a)** and **Section 7.02(b)** have been satisfied.

(g) The Buyer shall have received executed restrictive covenant agreements in a form acceptable to the Buyer (the "**Restrictive Covenant Agreements**") from [redacted] (collectively, the "**Restricted Persons**").

(h) The Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of managers, and at least seventy-five percent (75%) of the members of Seller if required under Law or the Seller's Organizational Documents, of the Seller authorizing the execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(i) The Seller shall have delivered to the Buyer copies of the documents or instruments terminating the Contracts and transactions with the Seller or its Affiliates, including cancellation of all Indebtedness of Companies to its Affiliates, in each case as set forth on **Schedule 3.09(a)(ix)**.

(j) The Buyer shall have received resignations of the managers and officers of each of the Company Parties specified in **Section 5.05**.

(k) The Seller shall have delivered to the Buyer (1) a good standing certificate (or its equivalent) for each of the Company Parties from the applicable secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which each of the Company Parties is organized; and (2) if available for the type of entity each Company Party is, a good standing certificate (or its equivalent) for each such Company Party from the applicable state taxing authority of the jurisdiction under which the Laws in which such Company Party is organized.

(l) The Seller shall have delivered to the Buyer a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that the Seller is not a foreign person within the meaning of Section 1445 of the Code.

(m) The Seller shall have delivered to the Buyer an assignment of the Subject Units.

(n) With respect to the Operations Insurance Policies, the Seller shall have delivered to the Buyer evidence reasonably acceptable to the Buyer that before the Closing, the Seller shall have done each of the following its own expense or shall have caused the Company to do each of the following at its own expense:

(i) caused the Buyer to be named an additional insured with respect to the Operations Insurance Policies that are occurrence policies;

(ii) obtained and caused to be maintained (including pre-paying any associated premium) tail insurance with respect to managed care liability (errors and omissions) and directors and officers claims made policies so that the Company will continue to be covered by those policies for a reasonable period of time following Closing;

(iii) provided to the Buyer current and complete copies of any and all such Operations Insurance Policies and any revisions, amendments, riders and supplements of any kind thereto evidencing the foregoing.

(o) The Seller shall have delivered to the Buyer for each Owned Real Property identified on **Schedule 7.02(o)**, a title insurance policy that is current as of the Closing Date.

(p)

(q) [redacted]

(r) The Seller shall have delivered to the Buyer a legal opinion of Watkinson Laird Rubenstein, P.C., Seller's counsel, in a form acceptable to the Buyer addressing opinions with respect to the corporate formation and other related matters of the Company Parties.

(s) [redacted]

(t) The Seller shall have delivered to the Buyer such other documents or instruments as the Buyer or its counsel reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of the Buyer contained in **Section 4.01** and **Section 4.04**, the representations and warranties of the Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of the Buyer contained in **Section 4.01** and **Section 4.04** shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) The Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) All consents, authorizations, orders and approvals from the third parties set forth in **Section 4.02** of the Disclosure Schedules shall have been obtained. From the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(d) The Transaction Documents shall have been executed by the parties thereto and delivered to the Seller.

(e) The Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Buyer, that each of the conditions set forth in **Section 7.03(a)** and **Section 7.03(b)** have been satisfied.

(f) The Buyer shall have delivered to the Seller cash in an amount equal to the Cash Consideration less the Escrow Amount and the payments descried in **Section 2.03(a)(ii)**, by wire

transfer in immediately available funds, to an account or accounts designated at least two (2) Business Days prior to the Closing Date by the Seller in a written notice to the Buyer.

(g) The relevant Persons shall have executed the Management Agreement.

(h) The Buyer shall have delivered to the Seller such other documents or instruments as the Seller or its counsel reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Article VIII.
POST-CLOSING COVENANTS

Section 8.01 Confidentiality. From and after the Closing, the Seller shall hold, and shall use its commercially reasonable efforts to cause the Seller's direct and indirect owners and Representatives to hold, in confidence any and all information, whether written or oral, concerning the Company Parties ("**Confidential Information**"), *provided that* the term "Confidential Information" shall not include information which (a) is generally available to and known by the public through no breach of this **Section 8.01** by the Seller or its respective Representatives; (b) is lawfully acquired by the Seller or its Representatives from and after the Closing from sources which are not known to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (c) is independently developed by the Seller after the Closing without reference to the Confidential Information. If the Seller or any of its Affiliates or their respective Representatives are required to disclose any information by judicial or administrative process or by other requirements of Law, the Seller shall promptly notify the Buyer in writing and shall disclose only that portion of such information which the Seller is advised by its counsel in writing is legally required to be disclosed, provided, that the Seller shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 8.02 Non-competition; Non-solicitation.

(a) **Non-competition covenant.**

(i) For a period of five (5) years commencing on the Closing Date (the "**Restricted Period**"), the Seller shall not, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere with the business relationships (whether formed prior to or after the date of this Agreement) between the Company Parties and customers or suppliers of the Company Parties.

(ii) Notwithstanding anything to the contrary in **Section 8.02(a)(i)**, the Seller and each Restricted Person may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if the Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, the Seller shall not, directly or indirectly, hire or solicit any Dental Provider or any other employee or independent contractor of the Buyer or the Company Parties or encourage any such employee or independent contractor to leave such employment or engagement or hire any such employee or independent contractor who has left such employment or engagement, except pursuant to a general solicitation which is not directed specifically to any such employees or independent contractors.

(c) During the Restricted Period, the Seller shall not, directly or indirectly, solicit or entice, or attempt to solicit or entice, any patients, payors, clients or customers of the Company Parties or potential clients or customers of the Company Parties for purposes of diverting their business or services from the Company Parties.

(d) During the Restricted Period, the Seller shall not waive, terminate or modify any non-competition, non-solicitation or confidentiality obligations owed to the Seller by any Affiliate thereof existing as of the date hereof under any Contract to which the Seller and such Affiliate is a party without the prior written consent of the Buyer.

(e) The Seller acknowledges that a breach or threatened breach of **Section 8.01** or this **Section 8.02** would give rise to irreparable harm to the Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by the Seller of any such obligations, the Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(f) The Seller acknowledges that the restrictions contained in **Section 8.01** and this **Section 8.02** are reasonable and necessary to protect the legitimate interests of the Buyer and constitute a material inducement to the Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in **Section 8.01** or this **Section 8.02** should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in **Section 8.01** and this **Section 8.02** and each provision thereof and hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 8.03 Director and Officer Indemnification. Buyer agrees that all rights to indemnification or exculpation existing in the Organizational Documents of the Company Parties shall contain provisions no less favorable (on the whole) with respect to the limitation or elimination of liability and indemnification than are set forth in such organizational documents as of the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years after the Closing in any manner that would adversely affect

the rights thereunder of individuals who at or prior to the Closing were directors, officers, managers, members agents or employees of the Company Parties or who were otherwise entitled to indemnification pursuant to the Organizational Documents.

Section 8.04 [redacted]

Article IX.
Indemnification

Section 9.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall continue in full force and effect until the date that is eighteen (18) months from the Closing Date; provided, that the Fundamental Representations shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof), and (b) the Healthcare Representations shall survive for a period of three (3) years after the Closing. All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 9.02 Indemnification by the Seller. Subject to the other terms and conditions of this **Article IX** from and after the Closing Date, the Seller shall indemnify and defend each of the Buyer and its Affiliates (including the Company Parties) and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Seller pursuant to this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller pursuant to this Agreement;

(c) any Indemnified Taxes;

(d) the HIPAA Breach;

(e) any Indebtedness of the Company Parties existing immediately prior to the Closing and not paid pursuant to Section 2.03(a)(ii);

(f) any liability of a Company Party arising from the NMTCs prior to the Closing Date and not otherwise expressly assumed by the Company Parties pursuant to this Agreement (to the extent of Losses in excess of actual value received by the Buyer); and

(g) the items listed on **Schedule 9.02(g)**.

Section 9.03 Indemnification by the Buyer. Subject to the other terms and conditions of this **Article IX**, the Buyer shall indemnify and defend each of the Seller and its Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Buyer pursuant to this Agreement; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer pursuant to this Agreement.

Section 9.03A Limitations. The Party making a claim under this **Article IX** is referred to as the "**Indemnified Party**," and the Party against whom such claims are asserted under this **Article IX** is referred to as the "**Indemnifying Party**." The rights to indemnification under **Section 9.02** and are subject to the following limitations:

(a) The aggregate amount which all of the Buyer Indemnitees will be entitled to receive collectively for all Claims made pursuant to **Section 9.02(a)** is limited to [REDACTED] except that (i) this limitation will not apply in the case of fraud, intentional misrepresentation or a breach of a Fundamental Representation or Healthcare Representation; and (ii) the foregoing limitation of [REDACTED] after the exhaustion thereof, shall be increased to [REDACTED] solely with respect to unsatisfied claims for breaches of the Healthcare Representations.

(b) The Indemnifying Party shall not be liable under **Section 9.02(a)** unless and until the aggregate Losses for which it would otherwise be liable under **Section 9.02(a)** exceeds [REDACTED] at which point the Indemnifying Party shall be liable for all such Losses in excess of [REDACTED] except that this limitation will not apply in the case of fraud, intentional misrepresentation or a breach of a Fundamental Representation.

(c) The Indemnifying Party shall not be obligated to indemnify any other Person with respect to any Losses with respect to any matter if such matter was included in the calculation of the Final Working Capital Amount.

(d) In no event shall the Seller be liable to the Buyer Indemnitees for Losses in excess of the Purchase Price, except in the case of actual fraud or intentional misrepresentation.

The amount of any Loss for which indemnification is provided under this Article IX shall be reduced by any amounts actually received by the Indemnified Party from any Third Party, including from insurers, and any Tax benefit actually realized (whether by refund, credit or reduction in any otherwise required Tax payments) (including any interest payable thereon) by any Company Party classified as an association or taxable as a "corporation" within the meaning of Section 7701(a)(3) of the Code" in the year such Loss is incurred or paid, as a result of the facts or circumstances giving rise to the Losses; provided, however, that (1) such reduction shall be first reduced by (A) the reasonable costs of the Indemnified Party in pursuing such Third Party or insurance proceeds (including any deductible) and (B) the amount of any increase to the insurance premiums of the Indemnified Party to the extent directly resulting from such recovery; and (2) the foregoing shall not require an Indemnified Party to proceed or seek action or recovery from any such Third Party as a requirement hereunder or as a condition to seeking or recovering indemnification from any indemnifying party hereunder.

Section 9.04 Indemnification Procedures.

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a Party or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof, but in any event not later than twenty (20) days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or defenses by reason of such failure or has otherwise been prejudiced or harmed thereby. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of, any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that if the Indemnifying Party is the Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that seeks an injunction, other equitable relief, any other remedy other than the payment of monetary damages or may involve any criminal proceeding. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to **Section 9.04(b)**, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to **Section 9.04(b)**, pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller and the Buyer

shall cooperate with each other in all respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of **Section 8.02**) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending Party, access to management employees of the non-defending Party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, whether or not the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnifying Party's prior written consent. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnified Party shall agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the Losses in connection with such Third Party Claim and which releases the Indemnified Party completely and unconditionally in connection with such Third Party Claim.

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or defenses by reason of such failure or has otherwise been prejudiced or harmed. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have forty-five (45) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company Parties' premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such forty-five (45) day period, the Indemnifying Party shall be deemed to have rejected such Direct Claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) **Tax Claims.** Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event or proceeding in respect of Taxes of the Company Parties shall be governed exclusively by **Article VI** hereof.

Section 9.05 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this **Article IX**, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire

transfer of immediately available funds, *provided that* if the Seller is the Indemnifying Party and any funds remain in the Escrow Amount, the Loss shall first be satisfied, to the extent of such funds in the Escrow Amount, by means of a release of funds from the Escrow Amount, and the Parties shall cause a notice satisfying the requirements of the Escrow Agreement to be delivered to the Escrow Agent instructing that the Escrow Agent release such funds. Subject to the foregoing limitations in this **Article IX** (including without limitation the limits set forth in **Section 9.03A)**, Buyer Indemnitees shall further have the right to offset any Loss incurred by any of the Buyer Indemnitees against any other amounts due to the Seller or any of its direct or indirect owners, including, without limitation, against any Earn-out Payment or distributions payable to the Seller pursuant to the Amended and Restated Company Operating Agreement.

Section 9.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 9.07 Exclusive Remedies. Except for seeking any equitable relief permitted under **Article VIII** or **Section 11.11**, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this **Article IX**.

Article X.
TERMINATION

Section 10.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Seller and the Buyer;

(b) by the Buyer, by written notice to the Seller if:

(i) the Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Seller pursuant to this Agreement that would give rise to the failure to satisfy the condition specified in **Section 7.02(a)** and which will not have been cured within the earlier of twenty (20) days of the Seller's receipt of written notice of such breach from the Buyer and the Drop Dead Date; or

(ii) any of the conditions set forth in **Section 7.01** or **Section 7.02** shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of the Buyer to perform or comply with any of the covenants, agreements or conditions hereof required to be performed or complied with by it prior to the Closing;

(c) by the Seller, by written notice to the Buyer if:

(i) the Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty,

covenant or agreement made by the Buyer pursuant to this Agreement that would give rise to the failure to satisfy the conditions specified in **Section 7.03(a)** and which will not have been cured within the earlier of twenty (20) days of the Buyer's receipt of written notice of such breach from the Seller and the Drop Dead Date; or

(ii) any of the conditions set forth in **Section 7.01** or **Section 7.03** shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of the Seller to perform or comply with any of the covenants, agreements or conditions hereof required to be performed or complied with by it prior to the Closing; or

(d) by the Buyer or the Seller, in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Notwithstanding the foregoing, if a party (the "**Non-breaching Party**") is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other party (the "**Breaching Party**") under this Agreement that would give rise to the failure to satisfy any of the conditions specified in **Article VII** and, within twenty (20) days of the Breaching Party's receipt of written notice of such breach from the Non-breaching Party, the Breaching Party commences and continues to take reasonable and diligent steps to cure the breach and the breach can be cured by the Drop Dead Date, then the Non-breaching Party shall not have the right to terminate this Agreement.

Section 10.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this **Article X**, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except that nothing herein shall relieve any Party from liability for any willful and material breach of any provision hereof.

Article XI.
MISCELLANEOUS

Section 11.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred; provided, however, (i) the Buyer will pay one-half and the Seller will pay one-half of any applicable regulatory filing fees for any regulatory filings by the Company Parties necessary for Closing, including all filing fees under the Hart-Scott-Rodino Act and any other antitrust laws; (ii) the Buyer will pay the full amount of any applicable regulatory filings by the Buyer necessary for Closing or otherwise related to the transactions contemplated hereby; and (iii) the Seller will pay the full amount of any applicable regulatory filings by the Seller or its Affiliates (other than the Company Parties) necessary for Closing or otherwise related to the transactions contemplated hereby.

Section 11.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section 11.02**):

If to the Seller or the Seller:	Advantage Consolidated, LLC 442 SW Umatilla Avenue, Suite 200 Redmond, OR 97756 Facsimile: 541-504-3907 E-mail: khouse@advantagedental.com Attention: J. Kyle House
with a copy to (which shall not constitute notice):	Watkinson Laird Rubenstein, P.C. 425 SE Jackson Roseburg, OR 97470 Facsimile: 541-672-0977 E-mail: dsimmons@wlrlaw.com Attention: Derek D. Simmons
If to the Buyer:	DentaQuest, LLC 465 Medford Street Boston, MA 02109 Facsimile:617-886-1390 E-mail:james.hawkins@greatdentalplans.com Attention: James Hawkins, Vice President and Deputy General Counsel
with a copy to (which shall not constitute notice):	DLA Piper LLP (US) 200 S. Biscayne Blvd. 25th Floor Miami, FL 33137 Facsimile: 305-675-6329 E-mail:joshua.kaye@dlapiper.com Attention: Joshua Kaye, Esq.

Section 11.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an

agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 11.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed; provided, however, that Buyer may assign its rights and obligations hereunder to an Affiliate without obtaining prior written consent from the Seller as long as such Affiliate as such Affiliate assumes all of the Buyer's obligations under this Agreement and Buyer remains liable for any breach of this Agreement by such Affiliate. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 11.08 No Third-party Beneficiaries. Except as provided in **Article IX**, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN WILMINGTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG

OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **SECTION 11.10(c)**.

Section 11.11 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

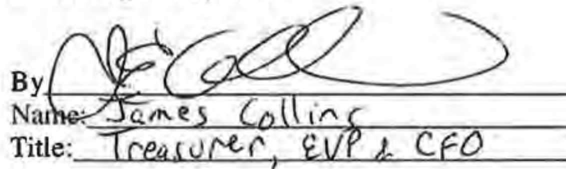
Section 11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Unit Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

DENTAQUEST, LLC



By____________________________
Name: James Collins
Title: Treasurer, EVP & CFO

SELLER:

ADVANTAGE CONSOLIDATED, LLC

By____________________________
Name:__________________________
Title:___________________________

COMPANY:

ADVANTAGE COMMUNITY HOLDING COMPANY, LLC

By____________________________
Name:__________________________
Title:___________________________

IN WITNESS WHEREOF, the Parties have caused this Unit Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

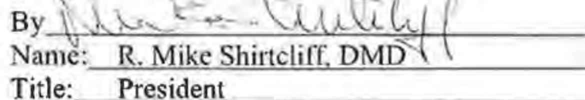
BUYER:

DENTAQUEST, LLC

By__________________________
Name:________________________
Title:________________________

SELLER:

ADVANTAGE CONSOLIDATED, LLC


By
Name: R. Mike Shirtcliff, DMD
Title: President

COMPANY:

ADVANTAGE COMMUNITY HOLDING COMPANY, LLC

By__________________________
Name: J. Kyle House, DDS
Title: Board Chair/CEO

IN WITNESS WHEREOF, the Parties have caused this Unit Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

DENTAQUEST, LLC

By__________________________
Name:________________________
Title:________________________

SELLER:

ADVANTAGE CONSOLIDATED, LLC

By__________________________
Name: R. Mike Shirtcliff, DMD
Title: President

COMPANY:

ADVANTAGE COMMUNITY HOLDING COMPANY, LLC

By__________________________
Name: J. Kyle House, DDS
Title: Board Chair/CEO

EXHIBIT A

SEE ATTACHED

ADVANTAGE COMMUNITY HOLDING COMPANY, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Dated as of [__________], 2016

THE UNITS AND OTHER INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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ADVANTAGE COMMUNITY HOLDING COMPANY, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Advantage Community Holding Company, LLC, an Oregon limited liability company (the "Company") is dated as of [   ], 2016, (the "Effective Date") among the Persons (as defined below) who from time to time become party hereto by executing a counterpart signature page hereof.

RECITALS

WHEREAS, the Second 2013 Restated Operating Agreement for Advantage Community Holding Company, LLC, an Oregon limited liability company was entered into as of June 1, 2013 (the "Prior Agreement"); and

WHEREAS, the Company has authorized, approved and hereto desires to enter into this Agreement to amend and restate the Prior Agreement pursuant to Section 11 therein as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

For purposes of this Agreement (a) certain capitalized terms have specifically defined meanings set forth below, (b) references to "Articles", "Exhibits" and "Sections" are to Articles, Exhibits and Sections of this Agreement unless explicitly indicated otherwise, (c) references to statutes include all rules and regulations thereunder, and all amendments and successors thereto from time to time and (d) the word "including" will be construed as "including without limitation."

"Act" means the Oregon Limited Liability Company Act (ORS § 63.001 et seq.).

"Advantage A&R Operating Agreement" means that certain Amended and Restated Limited Liability Company Operating Agreement, dated of even date herewith, of Advantage.

"Adjusted Capital Account Deficit" means with respect to any Capital Account (defined in Section 4.1) as of the end of any Fiscal Year (defined below), the amount by which the balance in such Capital Account is less than zero. For this purpose, such Person's Capital Account balance will be: reduced for any items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6), and increased for any amount such Person is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Regulations Sections 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to minimum gain). This definition of Adjusted Capital Account Deficit shall be interpreted consistently with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and in the event of any inconsistency therewith, Regulations Section 1.704-1(b)(2)(ii)(d) will control.

"Advantage" means Advantage Consolidated, LLC, an Oregon limited liability company.

"Advantage Member" means any Person that holds any interest in Advantage including, without limitation, any membership interest, ownership interest, investment interest, economic interest, beneficial interest, voting interest, profit interest, financial interest, or otherwise.

"Advantage Model" means [INSERT FINAL DEFINITION FROM UPA].

"Advantage Representative" is defined in Exhibit 7.1.

"Advantage Units" is defined in Section 21.1.

"Affiliate" means with respect to any specified Person, (a) any Person that directly or through one or more intermediaries controls or is controlled by or is under common control with the specified Person or (b) any Person who is a general partner, member, managing director, manager, officer, director or principal of the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Affiliate Indemnitors" is defined in Section 15.1(b).

"Agreement" has the meaning set forth in the preamble.

"Ancillary Documents" is defined in Section 12.2(a).

"Applicable Tax Rate" means fifty percent (50%).

"Appraisal Objection" is defined in Section 20.4(b).

"Appraisal Objection Notice" is defined in Section 20.4(b).

"Appraisal Objection Period" is defined in Section 20.4(b).

"Appraised Value" is defined in Section 20.4(b).

"Appraiser" is defined in Section 20.4(b).

"Articles" means the Articles of Organization of the Company and any amendments thereto and restatements thereof filed on behalf of the Company with the Oregon Secretary of State pursuant to ORS § 63.047 of the Act.

"Asset Value" of any property of the Company means its adjusted basis for federal income tax purposes unless:

(a) the property was treated as accepted by the Company as a contribution to capital at a value different from its adjusted basis, in which event the initial Asset Value for such property means the gross Fair Value of the property agreed to by the Board of Managers and the contributing Unit Holder; or

(b) the property of the Company is revalued in accordance with Section 4.2, in which event the Asset Values for such property will equal the Fair Values established pursuant to such revaluation.

As of any date, references to the "then prevailing Asset Value" of any property means the Asset Value last determined for such property less the depreciation, amortization and cost recovery deductions taken into account in computing Net Profit or Net Loss in fiscal periods (or portions thereof) subsequent to such prior determination date. This definition of Asset Value is intended to mean the same as "book value" as determined in accordance with Code Section 704(b) and Regulations Section 1.704-1(b)(2)(iv)(g) and will be interpreted consistent with this intent.

"Assignee" is defined in Section 11.1(c).

"Assignor" is defined in Section 11.1(b).

"Available Cash" shall mean, as of a particular point in time and subject to any mandatory restrictions set forth in the Act, all available collected funds held by the Company and the Fair Value assigned of any property net of liabilities assumed or to which the property is subject) to be distributed in kind to the Unit Holders, less such reserves as the Board of Managers deems reasonably necessary to set aside or allocate for the relevant period by the Board of Managers for working capital and capital expenditures (to the extent approved by the Board of Managers in accordance with this Agreement) and to pay taxes, insurance, debt service or other costs or expenses approved by the Board of Managers in accordance with this Agreement.

"Board Member" is defined in Exhibit 7.1.

"Board of Managers" means the board of managers elected and determined as provided in Exhibit 7.1.

"Budget Act" means Title XI of the Bipartisan Budget Act of 2015, Public Law No: 114-74 (2015) and any Regulations promulgated thereunder.

"Capital Account" is defined in Section 4.1.

"Capital Contribution" means with respect to any Unit Holder, the sum of (a) the amount of money plus (b) the Fair Value (as defined below) of any other property (net of liabilities assumed or to which the property is subject) treated as having been contributed to the Company with respect to the Interest held by such Unit Holder pursuant to this Agreement.

"Cause" means with respect to any Unit Holder that is employed by or providing consulting services to the Company or its Subsidiaries any of the following: (a) the commission by such Unit Holder of a felony (or a crime involving moral turpitude); (b) theft, conversion, embezzlement or misappropriation by such Unit Holder of funds or other assets of the Company or any of its Affiliates or any other act of fraud or dishonesty with respect to the Company or any of its Affiliates (including acceptance of any bribes or kickbacks or other acts of self-dealing); (c) intentional, grossly negligent or unlawful misconduct by such Unit Holder which causes harm to the Company or its Subsidiaries or exposes the Company or its Subsidiaries to a substantial risk of harm; (d) the knowing and intentional violation by such Unit Holder of any law regarding employment discrimination or sexual harassment; (e) the knowing and intentional failure by such Unit Holder to comply with any material policy generally applicable to employees of the Company or its Subsidiaries, which failure is not cured within 30 days after notice to such Unit Holder; (f) the knowing and intentional failure by such Unit Holder to follow the reasonable directives of any supervisor or the Board of Managers, which failure is not cured within 30 days after notice to such Unit Holder; (g) the knowing, intentional and unauthorized dissemination by such Unit Holder of Confidential Information; (h) any material misrepresentation or materially misleading omission in any resume or other information regarding such Unit Holder (including such Unit Holder's

work experience, academic credentials, professional affiliations or absence of criminal record) provided by or on behalf of such Unit Holder when applying for employment with the Company or its Subsidiaries; or (i) any breach by such Unit Holder of any written agreement between such Unit Holder and the Company or any of its Subsidiaries that is not cured within 30 days after notice to such Unit Holder, provided that, notwithstanding the foregoing, in the event that such Unit Holder is party to an employment agreement with the Company or any of its Subsidiaries and such agreement contains a definition of "Cause", then such definition will apply for purposes of this Agreement in lieu of the foregoing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble.

"Company Income Amount" means, for a specified period, an amount (which will not be less than zero) equal to the net taxable income of the Company for such period, reduced by any net taxable loss of the Company for any prior period not previously taken into account for purposes of determining the Company Income Amount to the extent such loss would be available under the Code (or any applicable corresponding state or local Tax law) to offset income of the Unit Holders (or, as appropriate, the direct or indirect partners or members of the Unit Holders) determined as if income and loss from the Company were the only income and loss of the Unit Holders (or, as appropriate, the direct or indirect partners or members of the Unit Holders) in such period and all prior periods. For the avoidance of doubt, Company Income Amount shall be calculated with regard to and shall include all allocations made under Code Section 704(c), including all allocations of income or gain pursuant to Regulations Section 1.704-3, and all adjustments to income, gain, loss, deduction, or credit as determined in the notice of final partnership adjustment received by the Company pursuant to Section 6226(a) of the Code (as amended by the Budget Act).

"Confidential Information" is defined in Section 9.4(a).

"Dental Provider" means any dentist, dental hygienist, or other dental professional, or any dental group, clinic or other dental facility, specialty dental provider, ancillary dental service provider, or any other allied health professional.

"DentaQuest Investor" means [DENTAQUEST TO INSERT].

"DentaQuest Investor Units" is defined in Section 12.1.

"DentaQuest Representative" or "DentaQuest Representatives" is defined in Exhibit 7.1.

"Distribution" means cash or property (valued at its Fair Value and net of liabilities assumed or which the property is subject) distributed by the Company to a Unit Holder in respect of the Unit Holder's Interest whether by liquidating distribution, dividend or otherwise and does not include advisory fees, compensation or expense reimbursements paid to a holder of Units or their Affiliates and approved by the Board of Managers in accordance with this Agreement or any redemption, repurchase, recapitalization or exchange or distribution of securities of the Company, any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units.

"Drag Along Sale" is defined in Section 12.1.

"Drag Along Sale Percentage" is defined in Section 12.1.

"Drag Along Seller" is defined in Section 12.1(a).

"Earn-Out Period" shall mean the earlier of (a) each of the twelve (12) month periods ending (i) December 31, 2016, (ii) December 31, 2017, and (iii) December 31, 2018, taken collectively, or (b) the Closing Date (as defined in the Unit Purchase Agreement) and continuing until Advantage's receipt of the Earn-Out Payments (as defined in the Unit Purchase Agreement) to which it is entitled in connection with an Acceleration Event (as defined in the Unit Purchase Agreement).

"Electing Tag-Along Member" is defined in Section 12.3.

"Excluded Member" means any Unit Holder (a) who is not an "accredited investor" (within the meaning of Rule 501(a) promulgated by the Securities and Exchange Commission), (b) whose Participation Portion is less than $10,000 of the Subject Securities, or (c) is a Prospective Subscriber with respect to the applicable Issuance of Subject Securities.

"Fair Value" means:

(a) as applied to any asset constituting cash or cash equivalents will be the amount of such cash or cash equivalents,

(b) as applied to any asset constituting publicly traded securities that may be immediately sold in the public markets without any restrictions or limitations will be the average, over a period of 21 days consisting of the date of valuation and the 20 consecutive business days prior to that date, of the average of the closing prices of the sales of such securities on the primary securities exchange on which such securities may at that time be listed, or, if there have been no sales on such exchange on any day, the average of the highest bid and lowest asked prices on such exchange at the end of such day, or, if on any day such securities are not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 p.m., New York time, or, if on any day such securities are not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over the counter market as reported by the National Quotation Bureau Incorporated, or any similar successor organization,

(c) as applied to any assets other than cash, cash equivalents, or publicly traded securities that may be immediately sold in the public markets without any restrictions or limitations will be the fair value of such assets, as reasonably determined by the Board of Managers in good faith, and

(d) as applied to any Unit will be the fair value of such Unit, as reasonably determined by the Board of Managers and which will be calculated as the amount of Distributions which would be made in respect of such Unit upon a hypothetical liquidation of the Company as of the date of determination in accordance with Section 14.3.

"Fiscal Year" means the fiscal year of the Company, which will be the calendar year, or such other fiscal year as determined by the Board of Managers, in each case only if such year is permitted by the Code as the taxable year of the Company.

"Indemnified Persons" is defined in Section 15.1.

"Indirect Sale" is defined in Section 12.3.

"Initial Contribution Date" means (a) for the holders of Units as of the date hereof, the date of this Agreement and (b) for each other Person who is hereafter admitted as a Member in accordance with the terms of Article 11 and the Act, the date of such admission.

"Interest" means, with respect to any Person as of any time, such Person's limited liability company interest in the Company, which includes the number of Units such Unit Holder holds and such Person's Capital Account balance.

"Issuance" is defined in Section 13.1.

"Liabilities" means all liabilities of the Company which in accordance with generally accepted accounting principles should be carried as liabilities on the balance sheet of the Company.

"Lobbying Activities" are those activities that would constitute propaganda, or otherwise attempting, to influence legislation within the meaning of Section 501(c)(3) of the IRC.

"Members" means the Persons listed as Members on Exhibit 3.1 and any other Person that both acquires an Interest in the Company and is admitted to the Company as a Member, in each case so long as such Person continues to hold any Units.

"Net Profit" and "Net Loss" are defined in Section 5.5(a).

"Notice" is defined in Section 19.3.

"Original Appraisal" is defined in Section 20.4(b).

"Participating Seller" is defined in Section 12.2(a).

"Participating Buyer" is defined in Section 13.3.

"Participation Commitment" is defined in Section 13.3.

"Participation Notice" is defined in Section 13.2.

"Participation Portion" is defined in Section 13.2(a).

"Permitted Transferee" is defined in Section 11.2.

"Percentage Interest" means, with respect to each Unit Holder as determined from time to time, the percentage derived by dividing (x) the number of Units held by such Unit Holder by (y) the sum of all Units held by all Unit Holders.

"Person" means an individual, partnership, joint venture, association, corporation or nonprofit corporation, trust, estate, limited liability company, limited liability partnership, unincorporated entity of any kind, governmental entity, or any other legal entity.

"Prospective Buyer" means any Person other than a wholly owned Subsidiary of the DentaQuest Investor.

"Prospective Subscriber" is defined in Section 13.2(a).

"Prior Agreement" is defined in the recitals.

"Purchase Agreement" means that certain unit purchase agreement entered into by and among DentaQuest Investor and Advantage dated of even date herewith whereby DentaQuest Investor acquired Units in the Company as further set forth therein.

"Regulations" means the Treasury regulations, including temporary regulations, promulgated under the Code.

"Regulatory Allocations" is defined in Section 5.6(g).

"Representative" means, with respect to any Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Sale of the Company" means a sale of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, or of equity with over 50% of the voting power of the Company (whether by merger, consolidation, recapitalization, transfer of equity securities or otherwise), provided however, that a Transfer of the DentaQuest Investor Units to a DentaQuest Investor Subsidiary or Affiliate shall not be deemed a Sale of the Company.

"Second Appraisal" is defined in Section 20.4(b).

"Securities Act" means the Securities Act of 1933 and applicable rules and regulations thereunder.

"Securities and Exchange Commission" means the U.S. Securities and Exchange Commission and any successor governmental agency or regulatory body.

"Subject Securities" is defined in Section 13.1.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control any managing director or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a "Subsidiary" of any Person will be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

"Supermajority of the Board of Managers" means the approval of a majority of the Board of Managers which must include the approval of at least one (1) Advantage Representative.

"Tag-Along Member" is defined in Section 12.3.

"Tag-Along Notice" is defined in Section 12.3.

"Tag-Along Period" is defined in Section 12.3.

"Tag-Along Portion" is defined in Section 12.3.

"Tag-Along Sale" is defined in Section 12.3.

"Tax Distribution" is defined in Section 5.1(a).

"Tax Matters Member" is defined in Section 10.1.

"Third Appraisal" is defined in Section 20.4(b).

"Transfer" means a sale, redemption, assignment, pledge, encumbrance, abandonment, disposition or other transfer.

"Unit Holder" means a Person in regard to such Person's particular Interest in Units.

"Unit Purchase Agreement" means that certain agreement dated as of December 29, 2015, by and among DentaQuest, LLC, a Delaware limited liability company, Advantage Consolidated, LLC, an Oregon limited liability company.

"Units" means each of the Units of the Company that are a measure of a Unit Holder's share of Net Profit and Net Loss of the Company as provided in Article 5.

2. FORMATION AND PURPOSE.

2.1. Formation. The Company was formed as of April 19, 2007 as a limited liability company in accordance with the Act by the filing of the Articles with the Oregon Secretary of State. The rights and liabilities of the Unit Holders will be determined pursuant to this Agreement and, to the extent required by the Act, by the Act. To the extent that the rights or obligations of any Unit Holder are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement will, to the extent permitted by the Act, control.

2.2. Name. The name of the Company is "**Advantage Community Holding Company, LLC**". The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Board of Managers deems appropriate. The Board of Managers will file, or will cause to be filed, any fictitious name certificates and similar filings, and any amendments thereto, that the Board of Managers considers appropriate.

2.3. Registered Office/Agent. The registered office required to be maintained by the Company in the State of Oregon pursuant to the Act will initially be the office and the agent so designated on the Articles. The Company may, upon compliance with the applicable provisions of the Act, change its registered office or registered agent from time to time in the determination of the Board of Managers.

2.4. Term. The term of the Company will continue indefinitely unless sooner terminated as provided herein. The existence of the Company as a separate legal entity will continue until the cancellation of the Articles as provided in the Act.

2.5. Purpose. Subject to the provisions of this Agreement, the purposes for which the Company has been formed and the powers that it may exercise, all being in furtherance, and not in

limitation, of the general powers conferred upon limited liability companies by the State of Oregon, are: (i) to invest in, own and manage the current business of the Company; (ii) in general, to carry on any lawful business whatsoever that is calculated, directly or indirectly, to promote the interests of the Company or to enhance the value of its assets; (iii) to engage in such other business as may be determined by the Board of Managers; or (iv) to do any and all things incidental to the accomplishment of the foregoing purposes, or incidental to the protection and benefit of the Company.

2.6. Powers. The Company will possess and may exercise all of the powers and privileges granted by the Act or by any other law together with such powers and privileges as are necessary, advisable, incidental or convenient to, or in furtherance of the conduct, promotion or attainment of the business purposes or activities of the Company.

2.7. Articles. The filing of the Articles is hereby ratified and confirmed and the Person filing such Articles is hereby designated as an authorized person within the meaning of the Act to execute, deliver and file the Articles, and said Person and such other Persons as may be designated from time to time by the Board of Managers are hereby designated as authorized persons, within the meaning of the Act, to execute, deliver and file any amendments or restatements of the Articles or any certificate of cancellation of the Articles and any other certificates and any amendments or restatements thereof necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.8. Principal Office. The principal executive office of the Company will be located at such place as the Board of Managers will establish, and the Board of Managers may from time to time change the location of the principal executive office of the Company to any other place within or without the State of Oregon. The Board of Managers may establish and maintain such additional offices and places of business of the Company, either within or without the State of Oregon, as it deems appropriate.

2.9. No State-Law Partnership. The Unit Holders intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Unit Holder be a partner or joint venturer of any other Unit Holder by virtue of this Agreement, for any purposes other than as set forth in the immediately following sentence, and neither this Agreement nor any document entered into by the Company or any Unit Holder will be construed to suggest otherwise. The Unit Holders intend that the Company be treated as a partnership for federal and, if applicable, state or local income tax purposes, and the Company and each Unit Holder will file all tax returns and will otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.10. Operating Policies and Procedures.

(a) *Conflicts and Compliance Policies.* The Board of Managers shall cause the Company and each Subsidiary to do the following, to the extent that the Company's and its Subsidiary's current operations do not substantially comply with the following:

(i) Be developed, formed, managed and operated in compliance with all applicable federal, state and municipal legal, regulatory considerations, and government body guidance and manuals;

(ii) Establish, continually maintain and comply with a conflicts of interest policy which will apply to the Members, Managers and key employees of the Company and each Company Affiliate and Subsidiary;

(iii) Establish and continually maintain a compliance program designed by the Board of Managers to prevent, detect and correct non-compliance (the "Compliance Program"), which program

will be generally consistent with recognized standards for the industry (including consideration of guidance provided by the Office of the Inspector General, United States Department of Health and Human Services); and follow those guidelines established by the DentaQuest Investor Chief Compliance Officer and approved by the Board of Managers;

(iv) Submit the Compliance Program for review to the Board of Managers for self-assessment at least annually to ensure its continuous and effective operation and administration. The Chief Compliance Officers for DentaQuest Investor shall be consulted on the method and content of the Board of Manager's self-assessment process; and

(v) The Company and each Company Affiliate and Subsidiary shall adopt, maintain and apply protocols, guidelines, policies and procedures consistent with performance and quality metrics used by DentaQuest Investor, approved in advance by the Board of Managers (the "Quality Assessment Program") that will:

(vi) Provide for the delivery of patient care at or above the community standard for the industry and/or clinical service(s) operated by the Company and each Company Affiliate or Subsidiary;

(vii) Assure the operation and maintenance of a safe clinical environment for the delivery of patient care, including appropriate dental and allied healthcare professional credentialing and peer review processes;

(viii) Promote positive outcomes in connection with the delivery of patient care;

(ix) Allow for the quantitative measurement and provide for ongoing monitoring by the Board of Managers and the dental staff of clinical quality based upon recognized standards for the industry and/or clinical service(s) operated by the Company, and each Affiliate and Subsidiary as applicable; and

(x) Provide for the full participation by the Company and its Affiliates and Subsidiaries in the quality program.

3. MEMBERSHIP, CAPITAL CONTRIBUTIONS AND UNITS.

3.1. Authorization and Issuance; Members. The Company is hereby authorized to issue 10,000 Units. The Members of the Company will be listed on Exhibit 3.1, as from time to time amended and supplemented in accordance with this Agreement. Each Member admitted on or prior to such Member's Initial Contribution Date has contributed to the Company as of such Member's Initial Contribution Date the amount set forth in either such Member's subscription agreement or the Purchase Agreement, as applicable, and included on Exhibit 3.1, for which such Member received the number of Units, and was credited with an initial Capital Account as of the Effective Date in the amount, set forth besides such Members name on Exhibit 3.1 attached hereto and made a part hereof. For the avoidance of doubt, 1,000 Units are issued and outstanding as of the Effective Date, and reflected on Exhibit 3.1, attached hereto and made a part hereof. The Company will maintain a current list of Unit Holders, the total amount of Capital Contributions made by each such Unit Holder, the number of Units held by such Unit Holder and each Unit Holder's Capital Account balance.

3.2. Unit Holder Interests and Units. The Interests of the Unit Holders of the Company will consist of Units. There shall be one class of Members or Unit Holders, as applicable, of the Company unless otherwise determined by the Board of Managers.

3.3. Voting. Each Unit will be entitled to one vote per Unit, except to the extent this Agreement expressly provides otherwise. Except to the extent this Agreement expressly requires otherwise, all actions, consents and approvals required by the Members hereof will be effective if taken by the DentaQuest Investor, and any such action, consent or approval may be taken without a meeting if at least the DentaQuest Investor's consent thereto in writing or by electronic communication and such writing or writings are filed with the records of the Company, provided, that no matter submitted for the vote, action, consent or approval of the Members will be approved without the consent of the DentaQuest Investor.

3.4. Specific Limitations. No Unit Holder will have the right or power to: (a) withdraw or reduce its Capital Contribution except as provided by the Act or in this Agreement, (b) make voluntary Capital Contributions or contribute any property to the Company other than cash, (c) bring an action for partition against the Company or any Company assets, (d) cause the dissolution of the Company, except as set forth in this Agreement or as required by the Act, or (e) require that property other than cash be distributed upon any Distribution.

3.5. Additional Members and Units; Loans. Subject to Section 13.1, the Board of Managers may issue Units or Interests in the Company (including other classes or series thereof having different rights) and admit Persons as Members in exchange for such contributions to capital (including commitments to make contributions to capital) or such other consideration (including past or future services) and on such terms and conditions (including vesting and forfeiture provisions) as the Board of Managers determines. Promptly following the issuance of Units or Interests, the Board of Managers will cause the books and records of the Company to reflect the number of Units or Interests issued, any Members or additional Members holding such Units or Interests, and in the case of Units or Interests issued other than solely in connection with the performance of services, the Capital Contribution per Unit or Interest. Upon the execution of this Agreement or a counterpart of this Agreement, together with any other documents or instruments required by the Board of Managers in connection therewith, and the making of the Capital Contribution (if any) specified to be made at such time, a Person will be admitted to the Company as a Member of the Company. Subject to Section 7.5, each Unit Holder shall have the right, but not the obligation, at the Company's written request, to make one or more loans to the Company and each such loan shall bear interest at a commercially reasonable rate of interest, as determined by the Board of Managers, and all principal and interest of such loan shall be paid by the Company in the ordinary course of business and in accordance with the terms of such loan. With respect to any such loan, the lending Member shall be deemed a general creditor of the Company and not a Member for the purpose of paying interest and principal of any such loan.

3.6. Capital Contributions. Each Unit Holder's Capital Contribution, if any, whether in cash or in-kind, and the number of Units issued to such Unit Holders will be as set forth in Exhibit 3.1 and in the writing pursuant to which such Units were issued to such Unit Holder. Any in-kind Capital Contributions will be effected by a written assignment or such other documents as the Board of Managers will direct. Any Unit Holder making an in-kind Capital Contribution agrees from time to time to do such further acts and execute such further documents as the Board of Managers may direct to perfect the Company's interest in such in-kind Capital Contribution. The Board of Managers has the right to require additional Capital Contributions of the Unit Holders on a *pro rata* basis; provided, however, that each Unit Holder has the right, but not the obligation, to participate in any such call for additional Capital Contributions. If a Unit Holder fails to make an additional Capital Contribution as required by the Board of Managers, then such Unit Holder's applicable Units shall be diluted on a *pro rata* basis.

3.7. Certification. In the event that certificates representing the Units or other interests in the Company are issued, such certificates will bear the following legend:

"THE UNITS OR OTHER INTERESTS REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON **[DATE OF ISSUANCE]**, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN AN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF ______, 2016, AS IT MAY BE AMENDED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "COMPANY") AND BY AND AMONG CERTAIN MEMBERS. A COPY OF SUCH AGREEMENT WILL BE FURNISHED BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

4. CAPITAL ACCOUNTS.

4.1. Capital Accounts. A separate account (each, a "Capital Account") will be established and maintained for each Unit Holder, which:

(a) will be increased by (i) the amount of any Capital Contribution by such Unit Holder to the Company, (ii) such Unit Holder's share of the Net Profit (or items thereof) of the Company, and (iii) the amount of any Company liabilities assumed by such Unit Holder as described in Regulations Section 1.704-1(b)(2)(iv)(c), and

(b) will be reduced by (i) the amount of any Distribution to such Unit Holder (including the Fair Value of any Company property distributed to such Unit Holder pursuant to any provision of this Agreement) (ii) such Unit Holder's share of the Net Loss (or items thereof) of the Company and (iii) the amount of any liabilities of such Unit Holder assumed by the Company as described in Regulations Section 1.704-1(b)(2)(iv)(c).

In determining the amount of any liability for purposes of subclauses (a)(i) and (b)(i), Code Section 752 and any other applicable provisions of the Code and Regulations will be taken into account. It is the intention of the Unit Holders that the Capital Accounts of the Company be maintained in accordance with the provisions of Code Section 704(b) and the Regulations thereunder and that this Agreement be interpreted consistently therewith.

4.2. Revaluations of Assets and Capital Account Adjustments. When reasonably necessary or advisable to maintain or preserve the economic agreement of the Unit Holders as set forth in this Agreement, and permitted by the Regulations under Code Section 704, the then prevailing Asset Values of the Company will be adjusted to equal their respective gross Fair Value and any increase in the net equity value of the Company (Asset Values less Liabilities) will be credited to the Capital Accounts of the Unit Holders in the same manner as Net Profits are credited under Section 5.5(b) (or any decrease in the net equity value of the Company will be charged in the same manner as Net Losses are charged under Section 5.5(b)). Accordingly, as of any time Asset Values are adjusted pursuant to this Section 4.2, the Capital Accounts of Unit Holders will reflect both realized and unrealized gains and losses through such date and the net equity value of the Company as of such date. For the avoidance of doubt, the Capital Accounts of the Unit Holders shall be adjusted at such times, and in such amounts, as set forth in

Regulations Section 1.704-1(b)(2)(iv)(f) unless the Board of Managers reasonably determines that such adjustments are not necessary to reflect the relative economic interests of the Unit Holders in the Company.

4.3. Additional Capital Account Provisions. Except as otherwise agreed to in writing by the Company and any Unit Holder, no Unit Holder will have the right to demand a return of all or any part of such Unit Holder's Capital Contributions. Any return of the Capital Contributions of any Unit Holder will be made solely from the assets of the Company and only in accordance with the terms of this Agreement. No interest will be paid to any Unit Holder with respect to such Unit Holder's Capital Contributions or Capital Account. In the event that all or a portion of the Units of a Unit Holder are transferred in accordance with this Agreement, the transferee of such Units will also succeed to all or the relevant portion of the Capital Account of the transferor (based on the ratio of the number of Units held by the transferor immediately before the transfer to the number of Units transferred), and will be treated as having made any Capital Contributions, and received any Distributions, made or received with respect to such transferred Units while such Units were held by the transferor. Units held by a Unit Holder may not be transferred independently of the Interest to which the Units relate.

5. DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS.

5.1. Distributions.

(a) *Tax Distributions*. Prior to making any Distribution pursuant to Section 5.1(b), to the extent the Company has Available Cash, the Board of Managers shall cause the Company to make, with respect to each Fiscal Year and on an annual basis, a distribution to each Unit Holder equal to such Unit Holder's Tax Distribution (as defined below) for such Fiscal Year. With respect to each Unit Holder, the "Tax Distribution" for a Fiscal Year is equal to the Applicable Tax Rate multiplied by such Unit Holder's allocable share of any Company Income Amount for such Fiscal Year. For purposes of applying this Section 5.1(a), the Board of Managers may treat a Distribution made by the 120th day following the end of a Fiscal Year as occurring during such Fiscal Year (and not the Fiscal Year in which it is in fact made). Any Tax Distribution to a Unit Holder will be treated as an advance to such Unit Holder under Section 5.1(b) and will reduce future Distributions (including Distributions of sale proceeds on a sale of Units involving both the DentaQuest Investor and another Unit Holder, including pursuant to Section 12 or on a Sale of the Company) that would otherwise be made to such Unit Holder. Notwithstanding the foregoing, no Tax Distributions shall be made by the Company in or with respect to the Fiscal Year in which the Company undergoes an event of dissolution or liquidates.

(b) *Distributions*. Subject to Section 5.1(a), to the extent the Company has Available Cash, the Board of Managers in its sole and absolute discretion may cause the Company to, and the Company shall, make a cash Distribution to each Unit Holder at such times as may be determined by the Board of Managers from time to time. Except as otherwise specifically provided herein, the amount of any Distributions will be made to the Unit Holders on a *pro rata basis* based on the proportion that each such Unit Holder's aggregate number of Units bears to the aggregate number of all such Unit Holders' Units.

(c) *Erroneous Distributions*. If the Company has, pursuant to any clear and manifest accounting or similar error, paid any Unit Holder an amount in excess of the amount to which it is entitled pursuant to this Article 5, such Unit Holder will reimburse the Company to the extent of such excess, without interest, within 60 days after demand by the Company.

5.2. No Violation. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not make a Distribution to any Unit Holder on account of such Unit Holder's Interest in the Company if such Distribution would violate the Act or other applicable law.

5.3. Withholding; Information; Tax Indemnity. All amounts withheld or required to be paid by the Company pursuant to the Code or any federal, state, local or non-U.S. tax law with respect to any payment, distribution, ownership by or allocation to a Unit Holder, or which the Company is otherwise obligated to pay to any governmental agency because of the status of a Unit Holder of the Company (including any interest, penalties and expenses associated with such payments), will, to the extent so withheld and/or paid over to such governmental agency, be treated as amounts Distributed to such Unit Holder for all purposes of this Agreement. The Board of Managers is authorized to withhold from Distributions to Unit Holders, or to pay with respect to allocations to Unit Holders, and in each case to pay over to the appropriate federal, state, local or non-U.S. government any amounts required to be so withheld or paid. The Board of Managers will allocate any such amounts to the Unit Holders in respect of whose Distribution or allocation the tax was withheld or paid and will treat such amounts as actually distributed to such Unit Holders. Each Unit Holder further agrees to indemnify the Company in full for any amounts paid pursuant to this Section 5.3 (including any interest, penalties and expenses associated with such payments) with respect to such Unit Holder to the extent not otherwise applied to reduce any concurrent Distribution to which such Unit Holder would otherwise be entitled. The Board of Managers may offset future Distributions to which a Unit Holder is otherwise entitled under this Agreement against such Person's obligation to indemnify the Company under this Section 5.3, and each Unit Holder will promptly upon notification of an obligation to indemnify the Company pursuant to this Section 5.3 make a cash payment to the Company equal to the full amount to be indemnified (and the amount paid will be added to such Unit Holder's Capital Account but will not be treated as a Capital Contribution) with interest to accrue on any portion of such cash payment not paid in full when requested, calculated at a rate equal to 10% per annum, compounded as of the last day of each year (but not in excess of the highest rate per annum permitted by law).

5.4. Property Distributions. If any assets of the Company will be distributed in kind pursuant to this Article 5, such assets will be distributed to the Unit Holders entitled thereto in the same proportions as the Unit Holders would have been entitled to cash Distributions. If the Company distributes property in kind that was contributed to the Company (or received in a tax free exchange for property contributed to the Company), the Company will, if possible, distribute (and be deemed to distribute) such property to the Unit Holder who contributed such property, to the extent that such Unit Holder is entitled to receive a Distribution at such time under the economic priorities set out in this Article 5. The amount by which the Fair Value of any property to be distributed in kind to the Unit Holders exceeds or is less than the then prevailing Asset Value of such property will, to the extent not otherwise recognized by the Company, be taken into account in determining Net Profit and Net Loss and determining the Capital Accounts of the Unit Holders as if such property had been sold at its Fair Value immediately prior to such Distribution.

5.5. Net Profit or Net Loss.

(a) The "Net Profit" or "Net Loss" of the Company for each Fiscal Year or relevant part thereof means an amount equal to the Company's taxable income or loss for federal income tax purposes for such period (including all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1)) with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax will constitute Net Profits, and any expenses or expenditures of the Company which may neither be deducted

nor capitalized for federal income tax purposes (or are so treated for federal income tax purposes) will constitute Net Losses.

(ii) Gain or loss attributable to the disposition of property of the Company with an Asset Value different than the adjusted basis of such property for federal income tax purposes will be computed with respect to the Asset Value of such property.

(iii) Depreciation, amortization or cost recovery deductions with respect to any property with an Asset Value that differs from its adjusted basis for federal income tax purposes will be computed in accordance with Asset Value pursuant to Regulations Section 1.704-1(b)(2)(iv)(g).

(iv) If the Asset Value of any of the Company's property is adjusted pursuant to Section 1.704-1(b)(2)(iv)(e) or (f) of the Regulations, the amount of such adjustment will be taken into account as gain or loss from the disposition of such property for purposes of determining Net Profit or Net Loss.

(v) If the Company makes an election under Code Section 754 to provide a special basis adjustment upon the transfer of an Interest in the Company or the distribution of property by the Company, Capital Accounts will be adjusted to the limited extent required by the Regulations Section 1.704-1(b)(2)(iv)(m) following such transfer or distribution.

(vi) Any items that are required to be specially allocated pursuant to Section 5.6 will not be taken into account in determining Net Profit or Net Loss

(b) *Allocations of Net Profit and Net Loss.* The Net Profit and Net Loss of the Company for any relevant fiscal period or, to the extent necessary to accomplish the purpose of this Section 5.5(b), gross items of income, gain, deduction, and loss constituting such Net Profit and Net Loss, will be allocated to the Capital Accounts of the Unit Holders so as to ensure, to the extent possible, that the Capital Accounts of the Unit Holders as of the end of such fiscal period, as increased by the Unit Holders' shares of "partnership minimum gain" and "partner nonrecourse debt minimum gain" (as such terms are used in Regulations Section 1.704-2) not otherwise required to be taken into account in such period, plus any other amount which such Unit Holder is deemed obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c) are equal to the aggregate Distributions that Unit Holders would be entitled to receive (assuming all Units are vested) if all of the assets of the Company were sold for their Asset Values (assuming for this purpose only that the Asset Value of an asset that secures a non-recourse liability for purposes of Regulations Section 1.1001-2 is no less than the amount of such liability that is allocated to such asset in accordance with Regulations Section 1.704-2(d)(2)), all liabilities of the Company were repaid from the proceeds of sale and the net remaining proceeds were distributed as of the end of such accounting period in accordance with Section 14.3.

The allocations made pursuant to this Section 5.5 are intended to comply with the provisions of Code Section 704(b) and the Regulations thereunder and, in particular, to reflect the Unit Holders' economic interests in the Company as set forth in Section 5.1, and this Section 5.5 will be interpreted in a manner consistent with such intention.

5.6. Regulatory Allocations. Provisions governing the allocation of taxable income, gain, loss, deduction and credit (and items thereof) are included in this Agreement as may be necessary to provide that the Company's allocation provisions contain a so-called "Qualified Income Offset" and comply with all provisions relating to the allocation of so-called "Nonrecourse Deductions" and "Unit Holder Nonrecourse Deductions" and the chargeback thereof as set forth in the Regulations under Code Section 704(b).

(a) Net Losses attributable to partner nonrecourse debt (as defined in Regulations Section 1.704-2(b)(4)) will be allocated in the manner required by Regulations Section 1.704-2(i). If there is a net decrease during a Fiscal Year in partner nonrecourse debt minimum gain (as defined in Regulations Section 1.704-2(i)(3)), items of Company income or gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) will be allocated to the Unit Holders in the amounts and of such character as determined according to Regulations Section 1.704-2(i)(4). This Section 5.6(a) is intended to be a minimum gain chargeback provision that complies with the requirements of Regulations Section 1.704-2(i)(4) and will be interpreted in a manner consistent therewith.

(b) Nonrecourse deductions (as determined according to Regulations Section 1.704-2(b)(1)) for any Fiscal Year will be allocated to each Unit Holder ratably among such Unit Holders based upon the number of outstanding Units held by each such Unit Holder immediately prior to such allocation. If there is a net decrease in the partnership minimum gain (as defined in Regulations Section 1.704-2(b)(2)) during any Fiscal Year, each Unit Holder will be allocated items of Company income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) in the amounts and of such character as determined according to Regulations Section 1.704-2(f). This Section 5.6(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Regulations Section 1.704-2(f), and will be interpreted in a manner consistent therewith.

(c) If any Unit Holder that unexpectedly receives an adjustment, allocation or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Fiscal Year, computed after the application of Sections 5.6(a) and 5.6(b) but before the application of any other provision of this Article V, then items of Company income and gain for such Fiscal Year will be allocated to such Unit Holder in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 5.6(c) is intended to be a qualified income offset provision as described in Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted in a manner consistent therewith.

(d) Net Losses will not be allocated to a Unit Holder if such allocation of losses would cause the Unit Holder to have an Adjusted Capital Account Deficit. Net Losses that cannot be allocated to a Unit Holder will be allocated to the other Unit Holders; provided, however, that, if no Unit Holder may be allocated Net Losses due to the limitations of this Section 5.6(d), Net Losses will be allocated to all Unit Holders in accordance with their respective outstanding Units.

(e) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(f) If, and to the extent that, any Unit Holder is deemed to recognize any item of income, gain, loss, deduction or credit as a result of any transaction between such Unit Holder and the Company pursuant to Code Sections 1272, 1274, 7872, 483, 482, 83 or any similar provision now or hereafter in effect, and the Board of Managers reasonably determines that any corresponding items of the Company should be allocated to the Unit Holders who recognized such item in order to reflect the Unit Holders' economic interests in the Company, then the Company may so allocate such items.

(g) The allocations set forth in Sections 5.6(a) through 5.6(e) (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Regulatory Allocations may not be consistent with the manner in which the Unit Holders intend to allocate Net Profit and Net Loss of the Company or make Company distributions. Accordingly, notwithstanding the other provisions of this Article V, but subject to the Regulatory Allocations and the provisions of the Code and the Regulations, income, gain, deduction, and loss will be reallocated among the Unit Holders so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Unit Holders to be in the amounts (or as close thereto as possible) they would have been if Net Profit and Net Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Unit Holders anticipate that this will be accomplished by specially allocating other Net Profit and Net Loss (and such other items of income, gain, deduction and loss including gross items if permitted) among the Unit Holders so that the net amount of the Regulatory Allocations and such special allocations to each such Unit Holder is zero. For this purpose the Board of Managers, based on the advice of the Company's auditors or tax counsel, is hereby authorized to make such special curative allocations of items as may be necessary to minimize or eliminate any economic distortions that may result from any required Regulatory Allocations. In addition, if in any Fiscal Year or other fiscal period there is a decrease in partnership minimum gain, or in partner nonrecourse debt minimum gain, and application of the minimum gain chargeback requirements set forth in Sections 5.6(a) or 5.6(b) would cause a distortion in the economic arrangement among the Unit Holders, the Unit Holders may, if they do not expect that the Company will have sufficient other income to correct such distortion, request the Internal Revenue Service to waive either or both of such minimum gain chargeback requirements. If such request is granted, this Agreement will be applied in such instance as if it did not contain such minimum gain chargeback requirement.

(h) For purposes of determining each Unit Holder's share of any "Excess Nonrecourse Liabilities," if any, of the Company in accordance with Regulation Section 1.752-3(a)(3), the Unit Holder's interests in Company profits will be based on the relative number of Units.

5.7. Tax Allocations.

(a) *Contributed Assets.* In accordance with Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the Company with an adjusted basis for federal income tax purposes different from the initial Asset Value at which such property was accepted by the Company will, solely for tax purposes, be allocated among the Unit Holders so as to take into account such difference using the method allowed by Code Section 704(c) and the Regulations and approved by the Board of Managers pursuant to Section 5.7(c).

(b) *Revalued Assets.* If the Asset Values of any assets of the Company are adjusted pursuant to Section 4.2, subsequent allocations of income, gain, loss and deduction with respect to such assets will, solely for tax purposes, be allocated among the Unit Holders so as to take into account such adjustment using the method allowed by Code Section 704(c) and the Regulations and approved by the Board of Managers pursuant to Section 5.7(c).

(c) *Elections and Limitations.* The allocations required by this Section 5.7 are solely for purposes of federal, state and local income taxes and will not affect the allocation of Net Profits or Net Losses as between Unit Holders or any Unit Holder's Capital Account. All tax allocations required by this Section 5.7 will be made using any method permitted by Regulations Section 1.704-3 as determined by the Board of Managers, with the advice of the Company's auditors or tax counsel; provided, however, that unless approved by a Supermajority of the Board of Managers, the Company shall not use or adopt the "remedial allocation method" within the meaning of the Treasury Regulations Section 1.704-3(d).

(d) *Allocations*. Except as set forth above or otherwise required by law, all items of income, deduction, loss and credit will be allocated for federal, state and local income tax purposes in the same manner such items are allocated for purposes of maintaining Capital Accounts; except that, if any such allocation is not permitted by the Code or other applicable law, then the Company's subsequent income, gains, losses, deductions, and credits will be allocated among the Unit Holders so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

5.8. Changes in Members' Interests. If during any year there is a change in any Member's interest in the Company, the Board of Managers will confer with the tax advisors to the Company and, in conformity with such advice allocate the Net Profit or Net Loss to the Members so as to take into account the varying interests of the Members in the Company in a manner that complies with the provisions of Code Section 706 and the Regulations thereunder.

6. STATUS, RIGHTS, AND POWERS OF UNIT HOLDERS.

6.1. Limited Liability. Except as otherwise provided by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, expenses, obligations and liabilities of the Company, and no Unit Holder or Indemnified Person will be obligated personally for any such debt, expense, obligation or liability of the Company solely by reason of being a Unit Holder or Indemnified Person. All Persons dealing with the Company will have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company. In no event will any Unit Holder be required to make up any deficit balance in such Unit Holder's Capital Account upon the liquidation of such Unit Holder's Interest or otherwise.

6.2. Return of Distributions of Capital. Except as expressly set forth in this Agreement or as otherwise expressly required by law, a Unit Holder, in such capacity, will have no liability for obligations or liabilities of the Company in excess of (a) the amount of such Unit Holder's Capital Contributions, (b) such Unit Holder's share of any assets and undistributed profits of the Company and (c) to the extent required by law, the amount of any Distributions wrongfully distributed to such Unit Holder. Except as expressly set forth in this Agreement or as otherwise required by law, no Unit Holder will be obligated by this Agreement to return any Distribution to the Company or pay the amount of any Distribution for the account of the Company or to any creditor of the Company; provided, however, that if any court of competent jurisdiction holds that, notwithstanding this Agreement, any Unit Holder is obligated to return or pay any part of any Distribution, such obligation will bind such Unit Holder alone and not any other Unit Holder or any Board Member and provided, further, that if any Unit Holder is required to return all or any portion of any Distribution under circumstances that are not unique to such Unit Holder but that would have been applicable to all Unit Holders if such Unit Holders had been named in the lawsuit against the Unit Holder in question (such as where a Distribution was made to all Unit Holders and rendered the Company insolvent, but only one Unit Holder was sued for the return of such Distribution), the Unit Holder that was required to return or repay the Distribution (or any portion thereof) will be entitled to reimbursement from the other Unit Holders that were not required to return the Distributions made to them based on each such Unit Holder's share of the Distribution in question. The provisions of the immediately preceding sentence are solely for the benefit of the Unit Holders and will not be construed as benefiting any third party. The amount of any Distribution returned to the Company by a Unit Holder or paid by a Unit Holder for the account of the Company or to a creditor of the Company will be added to the account or accounts from which it was subtracted when it was distributed to such Unit Holder.

6.3. No Management or Control. Except as expressly provided in this Agreement, no Unit Holder will take part in or interfere in any manner with the management of the business and affairs of the Company or have any right or authority to act for or bind the Company.

7. DESIGNATION, RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES AND DUTIES OF THE BOARD OF MANAGERS.

7.1. Board of Managers. The business of the Company will be managed by the Board of Managers, and the Persons constituting the Board of Managers will be the "managers" of the Company for all purposes under the Act, provided that, except as otherwise provided herein, no single member of the Board of Managers may bind the Company, and the Board of Managers will have the power to act only collectively in accordance with the provisions and in the manner specified herein and in Exhibit 7.1. The Board of Managers will initially be the individuals set forth in Exhibit 7.1. Thereafter, the individuals constituting the Board of Managers will be determined in accordance with the provisions of Exhibit 7.1. Exhibit 7.1 sets forth the procedures for the conduct of the affairs of the Board of Managers and decisions of the Board of Managers will be set forth in a resolution adopted in accordance with the procedures set forth in Exhibit 7.1. Such decisions will be decisions of the Company's "manager" for all purposes of the Act and will be carried out by officers or agents of the Company designated by the Board of Managers in the resolution in question or in one or more standing resolutions or with the power and authority to do so under Article 8. A decision of the Board of Managers may be amended, modified or repealed in the same manner in which it was adopted or in accordance with the procedures set forth in Exhibit 7.1 as then in effect; provided, however, that no such amendment, modification or repeal will affect any Person who has been furnished a copy of the original resolution, certified by a duly authorized officer of the Company, until such Person has been notified in writing of such amendment, modification or repeal; and provided, further that no such amendment, modification or repeal will invalidate actions previously authorized by such original resolution with respect to any Person if such original resolution has been relied upon by such Person.

7.2. Authority of Board of Managers. Except as otherwise expressly provided in this Agreement, the Board of Managers will have the exclusive power and authority to manage the business and affairs of the Company and to make all decisions with respect thereto in its sole discretion. Except as otherwise expressly provided in this Agreement, the Board of Managers or Persons designated by the Board of Managers, including officers and agents appointed by the Board of Managers, will be the only Persons authorized to execute documents which will be binding on the Company. To the fullest extent permitted by Oregon law, but subject to any specific provisions hereof granting rights to Members, the Board of Managers will have the power to perform any acts, statutory or otherwise, with respect to the Company or this Agreement, which would otherwise be possessed by the Members under Oregon law, and the Unit Holders will have no power whatsoever with respect to the management of the business and affairs of the Company. The power and authority granted to the Board of Managers hereunder will include all those necessary, convenient or incidental for the accomplishment of the purposes of the Company and the exercise of the powers of the Company set forth in Section 2.6 above and will include, subject to any limitations expressly set forth in this Agreement, the power to make all decisions with regard to the management, operations, assets, financing and capitalization of the Company, including the power and authority to undertake and make decisions concerning: (a) hiring and firing employees, attorneys, accountants, brokers, investment bankers and other advisors and consultants, (b) opening bank and other deposit accounts and operations thereunder, (c) borrowing money, obtaining credit, issuing notes, debentures, securities, equity or other interests of or in the Company and securing the obligations undertaken in connection therewith with mortgages, pledges and security interests, (d) making investments in or the acquisition of securities of any Person, (e) giving guarantees and indemnities, (f) entering into contracts or agreements, including with Unit Holders and their Affiliates, whether in the ordinary course of business or otherwise, (g) mergers with or acquisitions of other Persons, (h) dissolution, (i) the sale of all or any portion of the assets of the Company, (j) forming subsidiaries or joint ventures, (k) compromising, arbitrating, adjusting and litigating claims in favor of or against the Company and (l) adopting policies binding on each member of the Board of Managers, including a code of conduct or code of ethics. Notwithstanding the foregoing, the DentaQuest Investor, without the

requirement of any action or approval of the Board of Managers or any other Member or Unit Holder, will have the exclusive power and authority to approve and authorize a Drag Along Sale. Except as otherwise expressly stated herein, any decision, action, approval, authorization, election or determination made by the Board of Managers in furtherance of the terms herein may be made by the Board of Managers in its sole discretion.

7.3. Reliance by Third Parties. Any Person dealing with the Company or the Members may rely upon a certificate signed by a member of the Board of Managers as to: (a) the identity of the Unit Holders, (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by Unit Holders or are in any other manner germane to the affairs of the Company, (c) the Persons which are authorized to execute and deliver any instrument or document of or on behalf of the Company, (d) the authorization of any action by or on behalf of the Company by the Board of Managers or any officer or agent acting on behalf of the Company, or (e) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Unit Holders.

7.4. Directors' and Officers' Insurance. The Company will ensure that its Board Members and officers are covered under a directors and officers' insurance policy for so long as it is available at commercially reasonable rates, as determined by the Board of Managers.

7.5. Major Decisions (Generally). Notwithstanding Section 7.1 and Section 7.2 above or any other provision to the contrary in this Agreement, no act shall be taken by the Board of Managers with respect to a matter within the scope of any of the following, unless such action has been approved by a Supermajority of the Board of Managers:

(a) any increase or decrease in the size of the Board of Managers;

(b) any agreement or transaction (or the modification or amendment thereof) between the Company or its Subsidiary, on the one hand, and any Unit Holder, Member, Board Member, or officer of the Company or any Subsidiary or of any Affiliate of the foregoing Persons or any entity in which one or more of the foregoing Persons have a financial interest, on the other hand; provided, however, this Section 7.5(b) shall be inapplicable to any agreement or Transactional Documents (as defined in the Unit Purchase Agreement), and any modification or amendment thereof that is at arms-length, or any arms-length commercially reasonable agreements which are consistent with the local and fair market value for such services;

(c) the approval of any single capital expenditure in excess of $5,000,000 or in excess of $10,000,000 in the aggregate within any calendar year;

(d) any borrowing of money, obtaining credit, or issuing notes of or in the Company or its Subsidiaries, in excess of $20,000,000 in the aggregate which obligations are secured by a mortgage, pledge or security interest, provided, however, this Section 7.5(d) shall be inapplicable to any to any New Market Tax Credits;

(e) any action that would cause the Company to become taxable as a corporation; or

(f) any change of the principal line of business of the Company and its Subsidiaries or the taking of any action that would make it impossible to carry on the ordinary business of the Company and its Subsidiaries.

7.6. Approval and Consultation Rights (During Earn-Out Period)

(a) Approval Rights (During Earn-Out Period). Notwithstanding Section 7.1 and Section 7.2 above or any other provision to the contrary in this Agreement, but without limiting in any respect the provisions set forth in Section 7.5 above, during the Earn-Out Period, no act shall be taken by the Board of Managers with respect to a matter within the scope of any of the following, unless such action has been approved by a Supermajority of the Board of Managers:

(i) the firing of the Chief Executive Officer, President, Chief Operating Officer or Chief Compliance Officer of the Company;

(ii) the use of any business model by the Company or its Subsidiaries other than the Advantage Model; or

(iii) changing the principal executive office of the Company from the location of such office as of the date hereof.

(b) Consultation Rights (During Earn-Out Period). Notwithstanding Section 7.1 and Section 7.2 above or any other provision to the contrary in this Agreement, but without limiting in any respect the provisions set forth in Section 7.5 above, during Earn-Out Period, no act shall be taken by the Board of Managers with respect to a matter within the scope of any of the following, unless such action has been brought before a Supermajority of the Board of Managers for consultation:

(i) any change to the accounting, or tax policies or practices of the Company or its Subsidiaries except as required by applicable law or in accordance with generally accepted accounting principles (i.e., GAAP);

(ii) the approval of all business plans and budgets of the Company and its Subsidiaries on a consolidated basis;

(iii) the repayment or retirement of any borrowing other than as approved in the Company's approved budget; or

(iv) any compromising, arbitrating, adjusting and litigating claims in excess of $200,000 in favor of or against the Company or its Subsidiaries.

7.7. Affirmative Covenant. DentaQuest Investor shall, and shall cause its Affiliates to, direct all business activities of DentaQuest Investor or such Affiliate for which it intends to use, utilize or employ, in all material respects, the Advantage Model, to and through the Company or its Subsidiaries.

8. DESIGNATION, RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES AND DUTIES OF OFFICERS AND AGENTS.

8.1. Officers, Agents. The Board of Managers by vote or resolution will have the power to appoint officers and agents to act for the Company with such titles, if any, as the Board of Managers deems appropriate and to delegate to such officers or agents such of the powers as are granted to the Board of Managers hereunder, including the power to execute documents on behalf of the Company, as the Board of Managers may determine; provided, however, that no such delegation by the Board of Managers will cause the Persons constituting the Board of Managers to cease to be the "managers" of the Company within the meaning of the Act. The officers so appointed may include persons holding titles

such as Chairman, Chief Executive Officer, Chief Operating Officer, President, Chief Financial Officer, Executive Vice President, Vice President, Secretary, Treasurer or Controller. Unless the authority of the officer in question is limited in the document appointing such officer or is otherwise specified by the Board of Managers, any officer so appointed will have the same authority to act for the Company as a corresponding officer of a Oregon corporation would have to act for a Oregon corporation in the absence of a specific delegation of authority and as more specifically set forth in Exhibit 8.1; provided, however, that unless such power is specifically delegated to the officer in question either for a specific transaction or generally in a separate writing, no such officer will have the power to lease or acquire real property, to borrow money, to issue notes, debentures, securities, equity or other interests of or in the Company, to make investments in (other than the investment of surplus cash in the ordinary course of business) or to acquire securities of any Person, to give guarantees or indemnities, to merge, liquidate or dissolve the Company or to sell or lease all or any substantial portion of the assets of the Company.

9. BOOKS, RECORDS, ACCOUNTING AND REPORTS.

9.1. Books and Records. The Board of Managers, at the Company's expense, shall cause the Company to maintain, at the Company's principal office, adequate books and records, including all records required to be maintained by the Company pursuant to the Act. Any Member or Unit Holder may at any time during regular business hours, after reasonable notice, inspect and copy (at such Member's or Unit Holder's expense) any of the Company's books and records reasonably related to such Member's or Unit Holder's interest in the Company or, otherwise, which are otherwise reasonable or proper under the circumstances.

9.2. Reports. The Company will use commercially reasonable efforts to provide each Member a preliminary Schedule K-1 (and any comparable foreign, state or local schedules or forms required by law to be provided) within 75 days after the end of each year (or as soon as practicable thereafter), providing the Company's reasonable best estimate of such Member's share of income, gains, loss, deductions and credits of the Company for the prior year. In addition, the Company shall provide to each member of the Board of Managers the following financial and other information with respect to the Company and its Subsidiaries: (X) annual audited financial statements of the Company and its Subsidiaries on a consolidated basis when available; (Y) monthly and quarterly unaudited financial statements of the Company and its subsidiaries on a consolidated basis when available; and (Z) all notices, reports, consents, covenant compliance calculations and other information pertaining to any outstanding indebtedness of the Company and its Subsidiaries (excluding any of the foregoing as it relates to New Market Tax Credits).

9.3. Filings. At the Company's expense, the Board of Managers will cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities and to have prepared and to furnish to each Member such information with respect to the Company (including a schedule setting forth such Member's distributive share of the Company's income, gain, loss, deduction and credit as determined for federal income tax purposes) as is necessary to enable such Member to prepare such Member's federal and state income tax returns. The Board of Managers, at the Company's expense, will also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative authorities, all reports required to be filed by the Company with those entities under then current applicable laws, rules and regulations.

9.4. Non-Disclosure.

(a) Each Unit Holder (on behalf of itself and, to the extent that such Unit Holder would be responsible for the acts of the following persons under principles of agency law, its directors, officers, affiliates, shareholders, partners, employees, agents and members) agrees that, except as

otherwise consented to by the Board of Managers, all non-public information furnished to such Unit Holder pursuant to this Agreement, including but not limited to confidential information of the Company and its Subsidiaries regarding identifiable, specific and discrete business opportunities being pursued by the Company or its Subsidiaries (collectively, "Confidential Information") will be kept confidential, will not be used for commercial or proprietary advantage and will not be disclosed by such Unit Holder (or, to the extent that such Unit Holder would be responsible for the acts of the following persons under principles of agency law, its directors, officers, affiliates, shareholders, partners, employees, agents and members) in any manner, in whole or in part, except that each Unit Holder will be permitted to disclose such Confidential Information to those of such Unit Holder's agents, representatives and employees who need to be familiar with such Confidential Information in connection with such Unit Holder's investment in the Company and who are charged with an obligation of confidentiality. Notwithstanding the foregoing, any Unit Holder and each of its Representatives may disclose to any and all Persons, without limitation of any kind, the tax treatment, tax strategies and tax structure of the Company and all materials of any kind (including opinions or other tax analyses) that are provided to the Member and its Representatives relating to such tax treatment, tax strategies and tax structure. Each Unit Holder agrees that it will be responsible for any breach or violation of the provisions of this Section 9.4(a) by any of its Representatives.

(b) For purposes of this Section 9.4, "Confidential Information" will not include any information: (i) of which such Person (or its Affiliates) became aware prior to its affiliation with the Company or any Subsidiary thereof, (ii) of which such Person (or its Affiliates) learns from sources other than the Company or its Subsidiaries, whether prior to or after such information is actually disclosed by the Company or its Subsidiaries, or (iii) which is disclosed in a prospectus or other documents available for dissemination to the public. Nothing in this Section 9.4 will in any way limit or otherwise modify any confidentiality or other restrictive covenants entered into by any present or future Unit Holder pursuant to any other agreement to which such Unit Holder and the Company or any of its Subsidiaries are parties.

10. TAX MATTERS.

10.1. Tax Matters Member and Partnership Representative. Unless and until another Member is designated as the tax matters partner by the Board of Managers, the tax matters partner of the Company as provided in the Regulations under Code Section 6231 and any analogous provisions of state law will be the DentaQuest Investor, and in such capacity is referred to as the "Tax Matters Member". The Tax Matters Member is authorized (i) to represent the Company (at the Company's expense) in connection with all examinations by income tax authorities of the Company's affairs and any Company related items, including resulting administrative and judicial proceedings, (ii) to sign consents and to enter into settlements and other agreements with such authorities on behalf of the Company with respect to any such examinations or proceedings, (iii) to extend the statute of limitations for any taxes on behalf of the Company, (iv) to take any other significant action on behalf of the Company affecting the tax liability of or with respect to the Company, and (v) to expend Company funds for professional services and costs associated therewith. Each Unit Holder will cooperate with the Tax Matters Member with respect to the conduct of such examinations or proceedings. The Tax Matters Member has sole discretion to determine whether the Company will contest or continue to contest any income tax deficiencies assessed or proposed to be assessed by any income taxing authority on the Company. The Company shall appoint a qualifying person to be the "partnership representative" within the meaning of Section 6223(a) of the Code (as amended by the Budget Act) for the first Fiscal Year beginning after December 31, 2017 and thereafter. The Members agree that the Company shall elect out of the application of Section 6221(a) of the Code (as amended by the Budget Act) for its first Fiscal Year beginning after December 31, 2017, and for each Fiscal Year thereafter, if possible. If such election out is impossible, the Members acknowledge that the Company intends to elect the application of Section 6226 of the Code (as amended by the Budget Act) for its first Fiscal Year beginning after December 31, 2017, in the event that it receives a "notice of

final partnership adjustment" that would otherwise permit the Internal Revenue Service to collect from the Company a deficiency of tax, for each relevant year. This acknowledgement applies to each Member whether or not it owns Units in both the reviewed year and the year of the Internal Revenue Service's adjustment. The Members covenant to take into account and report to the Internal Revenue Service any adjustment to their items for the reviewed year as notified to them by the Company in a statement furnished to them pursuant to Section 6226(a) of the Code (as amended by the Budget Act), in the manner provided in Section 6226(b) of the Code (as amended by the Budget Act), whether or not Members own any Units in the year of the Company's statement. Any Member which fails to report its share of such adjustments on its tax return for its taxable year including the date of the Company's statement as described immediately above shall indemnify and hold harmless the Company against any tax, interest and penalties collected by the Internal Revenue Service from the Company as a result of the Member's failure.

10.2. Indemnity of Tax Matters Member. The Company will indemnify and reimburse, to the fullest extent permitted by law, the Tax Matters Member [and the partnership representative] for all expenses (including legal and accounting fees) incurred as Tax Matters Member [or partnership representative] pursuant to this Article 10 in connection with any administrative or judicial proceeding with respect to the tax liability of the Unit Holders attributable to their interests in the Company.

10.3. Tax Returns. Unless otherwise agreed by the Board of Managers, all tax returns of the Company will be prepared by the Company's independent certified public accountants.

10.4. Tax Elections. The Board of Managers may cause the Company to make any Tax election it deems appropriate, in its sole discretion.

11. TRANSFER OF INTERESTS.

11.1. Restricted Transfer.

(a) No Unit Holder will directly or indirectly Transfer all or any part of the economic or other rights that comprise such Unit Holder's Interest except in compliance with this Article 11 and Article 12 and any attempted Transfer not in compliance with the terms of this Article 11 or Article 12 will be null and void and the Company will not in any way give effect to any such Transfer. In addition to the foregoing, no Unit Holder will avoid the provisions of this Agreement by either making one or more Transfers to one or more Permitted Transferees and then disposing of all or any portion of such party's interest in any such Permitted Transferee or by Transferring the securities of any entity whose primary purpose is to hold (directly or indirectly) Units. Notwithstanding the foregoing, the Transfer restriction shall be inapplicable to the DentaQuest Investor.

(b) Any Unit Holder who assigns any Units or other interest in the Company (any such Member, an "Assignor") in accordance with this Article 11 or Article 12 will cease to be a Unit Holder of the Company with respect to such Units or other interest and will no longer have any rights or privileges of a Unit Holder with respect to such Units or other interest (but will still be bound by this Agreement in accordance with this Article 11), including the power and right to vote (in proportion to the extent of the interest Transferred) on any matter submitted to the Members, and, for voting purposes, such interest will not be counted as outstanding in proportion to the extent of the interest Transferred unless and until the transferee is admitted as a Member in accordance with Section 11.3.

(c) Subject to the terms of this Article 11, any Person who acquires in any manner whatsoever any Units or other interest in the Company (any such Person, an "Assignee"), irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, will

be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms, conditions and obligations (but until such Person has accepted and adopted in writing the terms and provisions of this Agreement, such Person will be entitled to none of the rights or benefits) of this Agreement that any transferor of such Units or other interest in the Company of such Person was subject to or by which such transferor was bound.

(d) Notwithstanding anything to the contrary in this Agreement, no Transfer will be made (directly or indirectly), which would cause the Company to be treated as a "publicly traded partnership" within the meaning of Code Section 7704(b) and/or Treasury Regulation Section 1.7704-1.

(e) Except as otherwise expressly permitted in the Advantage A&R Operating Agreement and subject to compliance with Sections 11.2 and 11.3 below, Advantage shall cause each Advantage Member not to, without the Company's prior written approval, directly or indirectly, Transfer any of its, his or her interest in Advantage (including any membership, ownership, investment, economic, beneficial, voting, profit, financial or other interest). Advantage shall be liable to the Company for any breach of this Section by any Advantage Member.

11.2. Permitted Transferees. A Member will be entitled to Transfer such Member's Interest to a Person (a "Permitted Transferee") in accordance with the following and subject to the other provisions of this Article 11:

(a) *[Reserved]*.

(b) *[Reserved]*.

(c) *To the Company and the DentaQuest Investor.* Each Member will be entitled to Transfer such Member's Interest to the DentaQuest Investor or, with the consent of the DentaQuest Investor, the Company.

(d) *Compliance with Agreement.* Each Member will be entitled to Transfer all or any portion of its Interest in in compliance with the "drag along" provisions set forth in Section 12.1 or in compliance with Section 19.1.

(e) *Additional Permitted Transfer by the DentaQuest Investor.* The DentaQuest Investor and any holder of DentaQuest Investor Units will be entitled to Transfer all or any portion of its Interest to an Affiliate of the DentaQuest Investor.

(f) *Discretionary Transfers.* Each Member (other than the DentaQuest Investor and any Affiliate of the DentaQuest Investor) will be entitled to Transfer such Member's Interest if such Member obtains the prior written consent of the Board of Managers, which consent in each case may be given or withheld in its respective sole discretion.

11.3. Transfer Requirements. Subject to the provisions of Section 11.1, no Assignee (including a Permitted Transferee) will be admitted to the Company as a Member unless the following conditions are satisfied or such conditions are waived by the Board of Managers:

(a) A duly executed written instrument of Transfer is provided to the Board of Managers, specifying the Interests being transferred and setting forth the intention of the Member effecting the Transfer that the transferee succeed to a portion or all of such Member's Interest as a Member;

(b) If requested by the Board of Managers, an opinion of responsible counsel (who may be counsel for the Company) is provided to it, reasonably satisfactory in form and substance to the Board of Managers to the effect that:

(i) such Transfer would not violate the Securities Act or any state securities or blue sky laws applicable to the Company or the Interest to be transferred;

(ii) such Transfer would not cause the Company to be considered a publicly traded partnership under Code Section 7704(b);

(iii) such Transfer would not cause the Company to lose its status as a partnership for federal income tax purposes; and

(iv) such Transfer would not cause a termination of the Company for federal income tax purposes; provided that this Section 11.3(b) will not apply with respect to a Drag Along Sale.

(c) The Member effecting the Transfer and the transferee execute any other instruments that the Board of Managers deems reasonably necessary or desirable for admission of the transferee, including the written acceptance by the transferee of this Agreement and such transferee's agreement to be bound by and comply with the provisions hereof and execution and delivery to the Board of Managers of a special power of attorney as provided in Section 19.4, and the Member effecting the Transfer and the transferee provide the Board of Managers any information necessary to comply with the requirements of Code Section 743(e), if applicable; and

(d) The Member effecting the Transfer or the transferee pays to the Company a transfer fee in an amount sufficient to cover the reasonable expenses incurred by the Company in connection with the admission of the transferee and provides to the Company any information necessary for the Company to make required basis adjustments and comply with tax reporting requirements.

11.4. Consent. Each Member hereby agrees that upon satisfaction of the terms and conditions of this Article 11 with respect to any proposed Transfer, the Person proposed to be such Assignee may be admitted as a Member.

11.5. Withdrawal of Member. If a Member Transfers all of its Interest pursuant to Section 11.1 and the Assignee of such interest is admitted as a Member pursuant to Section 11.4, such Assignee will be admitted to the Company as a Member effective on the effective date of the Transfer or such other date as may be specified when the Assignee is admitted and, if such Assignor has not already ceased to be a Member pursuant to Section 11.1(b), then immediately following such admission the Assignor will cease to be a Member of the Company. Upon the Assignor ceasing to be a Member, the Assignor will not be entitled to any Distributions from and after the date of such Transfer. Notwithstanding the admission of an Assignee as a Member and except as otherwise expressly approved by the Board of Managers, the Assignor will not be released from any obligations to the Company as a Member (or otherwise) existing as of the date of the Transfer (other than obligations of the Assignor to make future capital contributions, if any), including the obligations set forth in Section 5.3 and Section 9.4.

11.6. Additional Transfer Restrictions. Notwithstanding anything to the contrary contained herein, all pledges of Units held by a Unit Holder will only be made with the written consent of the Board of Managers.

11.7. Amendment of Exhibit 3.1. In the event of the admission of any transferee as a Member of the Company, the Board of Managers will promptly amend Exhibit 3.1 to reflect such Transfer or admission, as the case may be.

12. "DRAG ALONG" RIGHTS; "TAG-ALONG" RIGHTS.

12.1. Drag Along. Each Unit Holder hereby agrees that if the DentaQuest Investor seeks to pursue a Sale of the Company to a Prospective Buyer for fair market value (a "Drag Along Sale"), each direct and indirect Unit Holder of the Company will be deemed to have provided any applicable consent to and favorable vote for (and, if requested, to confirm such consent to and vote for in writing), and agrees to raise no objections against such Drag Along Sale, and, if applicable, each Unit Holder will Transfer in such Drag Along Sale the same percentage of Units held by such Unit Holder as the highest percentage of Units held by the DentaQuest Investor that the DentaQuest Investor proposes to Transfer (a "Drag Along Sale Percentage"), directly or indirectly, to a Prospective Buyer in the manner and on the terms set forth in this Section 12.1 in connection with such Drag Along Sale, and will further comply with this Section 12.1 as follows:

(a) *Exercise.* If the DentaQuest Investor elects to exercise its rights under this Section 12.1 with respect to a Drag Along Sale, each Unit Holder (each a "Drag Along Seller") will be bound and obligated by the terms of such Drag Along Sale and, if applicable, will be bound and obligated to Transfer the Drag Along Sale Percentage of Units held by such Unit Holder in the Drag Along Sale on the same economic terms and conditions (subject to Section 12.1(b) and Section 12.2(b)), with respect to each Unit Transfer, as the DentaQuest Investor will Transfer each Unit in the Drag Along Sale.

(b) *Application of Proceeds.* The proceeds of any Drag Along Sale received by any Unit Holder in its capacity as such to which this Section 12.1 applies will be allocated among the DentaQuest Investor and the Drag Along Sellers based upon the Units included or deemed to be included in such Drag Along Sale by each of the DentaQuest Investor and the Drag Along Sellers as if the proceeds of such Drag Along Sale were paid to the DentaQuest Investor and the Drag Along Sellers pursuant to Section 5.1(b) of this Agreement in connection with a Distribution and the Units of the DentaQuest Investor and the Drag Along Sellers included or deemed to be included in such Drag Along Sale were the only outstanding Units of the Company at the time of such Distribution. Any amount otherwise allocable to the DentaQuest Investor and the Drag Along Sellers under this Section 12.1(b) will be subject to reduction for any tax or other amounts required to be withheld under the provisions of any documents executed in connection with the Drag Along Sale or otherwise under applicable law. Notwithstanding anything to the contrary contained herein, at the Board of Managers' election, the proceeds with respect to a Sale of the Company may be withheld from any Unit Holder pending the execution of the deliveries set forth in Section 12.2(a) or the posting of such Unit Holder's pro rata share based on their respective Percentage Interests of any security as the Board of Managers deems necessary to cover any purchase price adjustments, indemnification or such other obligations of the Company or a Unit Holder as set forth in Section 12.2(a).

(c) *Dissenter's Rights, Etc.* Each Unit Holder hereby acknowledges and agrees that, in connection with a Sale of the Company (whether a Drag Along Sale or otherwise), such Unit Holder is not entitled to any dissenter's rights, appraisal rights or similar rights under the Act or otherwise, and hereby waives all related claims (including any claims for breach of fiduciary duty arising out of or related to any Sale of the Company, including claims relating to the fairness of such Sale of the Company, the amount, nature, form or terms of consideration paid for Units in such Sale of the Company even if such Sale of the Company results in no consideration being paid or payable to any or all of the Unit Holders, the process or timing of such Sale of the Company, or any similar claims).

12.2. Miscellaneous. The following provisions will apply to any Transfer or Drag Along Sale to which Section 12.1 applies:

(a) *Further Assurances.* The Company will, and will cause its Subsidiaries to, and, subject to all limitations set forth herein, each Drag Along Seller (each, a "Participating Seller"), whether in its capacity as a Participating Seller, Unit Holder, manager, employee or officer of the Company or any of its Subsidiaries, or otherwise, will take or cause to be taken all such actions as may be necessary, reasonably desirable or otherwise requested by the DentaQuest Investor in order to expeditiously pursue and consummate each Drag Along Sale pursuant to Section 12.1, including executing, acknowledging and delivering transfer agreements, sale agreements, escrow agreements, consents, assignments, customary seller releases of claims against the Company and its Subsidiaries and their respective managers, directors and officers (but shall not include releases of claims against any other Member or Unit Holder or the purchaser), waivers, and any other documents or instruments which in each case are the same as those executed by the DentaQuest Investor or any Affiliate (collectively, "Ancillary Documents"). Each Unit Holder will be obligated to join up to such Unit Holder's *pro rata* share in any purchase price adjustments, indemnification or other obligations that the sellers of Units, other equity interests or assets are required to provide in connection with the Drag Along Sale, as applicable, such that proceeds will be distributed as if they had been distributed after giving effect to such adjustments, indemnification and other obligations (other than any such obligations that relate to a particular Unit Holder, such as indemnification with respect to representations and warranties given by a Unit Holder with respect to such Unit Holder's title to and ownership of securities, its authority and power to enter into any agreements and the enforceability of any agreements against such Unit Holder, or any covenants to be performed individually by such Unit Holder, in respect of which only such Unit Holder will be liable) or any covenants to be performed individually by such Unit Holder. Each Participating Seller hereby grants to the DentaQuest Investor a power-of-attorney to sign any and all agreements and instruments that are being executed in connection with a Drag Along Sale or Sale of the Company pursuant to Section 12.1 and that are in accordance with the provisions of this Section 12.2(a) on behalf of such Participating Seller in its capacity as a Unit Holder of the Company.

(b) *Process.* The DentaQuest Investor will, in its sole discretion, decide whether or not to pursue, consummate, postpone or abandon any Drag Along Sale and the terms and conditions thereof. Neither the DentaQuest Investor nor any of its Affiliates will have any liability to any other holder of Units arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any Drag Along Sale except to the extent the DentaQuest Investor will have failed to comply with the provisions of this Article 12.

(c) *Expenses.* All reasonable costs and expenses incurred by the DentaQuest Investor, Advantage and their respective Affiliates and the Company in connection with any proposed Drag Along Sale pursuant to this Article 12 (whether or not consummated) including all attorneys' fees and expenses, all accounting fees and charges and all finders, brokerage or investment banking fees, charges or commissions, will be either (i) borne by the Unit Holders based upon each such Unit Holder's pro rata share based on their respective Percentage Interests such that proceeds from any Transfer or Sale of the Company will be distributed as if they had been distributed after giving effect to such costs and expenses or (ii) paid by the Company or its Subsidiaries. The reasonable fees and expenses of a single legal counsel representing any or all of the other Participating Sellers (other than Advantage) in connection with cooperating with and/or consummating any proposed Drag Along Sale pursuant to this Article 12 (whether or not consummated) will be paid by the Company or its Subsidiaries. Any other costs and expenses incurred by or on behalf of any or all of the other Participating Sellers in connection with cooperating with and/or consummating any proposed Drag Along Sale pursuant to this Article 12 (whether or not consummated) will be borne by such Participating Sellers.

(d) *Closing.* The closing of a Transfer or Sale of the Company to which Section 12.1 applies will take place at such time and place as the DentaQuest Investor will specify by notice to each Participating Seller. At the closing of such Drag Along Sale, each Participating Seller will, if applicable, deliver the certificates evidencing the Units to be Transferred by such Participating Seller, duly endorsed for transfer with signature guaranteed, free and clear of any liens or encumbrances, with any necessary transfer tax stamps affixed, against delivery of the applicable consideration.

12.3. Tag-Along. If the DentaQuest Investor (the "Selling Member") seeks to pursue the Transfer of all or a portion of the DentaQuest Investor Units to a Prospective Buyer and has not elected to exercise its rights set forth in Section 12.1 (or such Transfer would not constitute a Sale of the Company), then each other Unit Holder (each, a "Tag-Along Member") shall be permitted to participate in such Transfer (a "Tag-Along Sale") on the terms and conditions set forth in this Section 12.3.

(a) *Sale Notice.* Prior to the consummation of any Transfer of any Units, the Selling Member shall deliver to the Company and each Tag-Along Member a written notice (a "Sale Notice") of the proposed Tag-Along Sale as soon as practicable. The Sale Notice shall make reference to the Tag-Along Members' rights hereunder and shall describe in reasonable detail:

(i) The aggregate number of Units the Prospective Buyer has offered to purchase;

(ii) The identity of the Prospective Buyer;

(iii) The proposed date, time and location of the closing of the Tag-Along Sale;

(iv) The purchase price per applicable Unit (which shall be payable solely in cash and shall be the same consideration per Unit) and the other material terms and conditions of the Transfer; and

(v) A copy of any form of agreement proposed to be executed in connection therewith.

(b) *Exercise.* Each of the Selling Member and each Tag-Along Member electing to participate in the Tag-Along Sale (such Tag-Along Member, an "Electing Tag-Along Member") shall have the right to Transfer in the Tag-Along Sale the number of Units equal to the product of (x) the aggregate number of Units that the Prospective Buyer proposes to buy as stated in the Sale Notice, and (y) a fraction (A) the numerator of which is equal to the number of Units then held by such Member, and (B) the denominator of which is equal to the aggregate number of Units then held by the Selling Member and all of the Electing Tag-Along Members (such amount, the "Tag-Along Portion"). Each Tag-Along Member shall exercise its right to participate in the Tag-Along Sale by delivering to the Selling Member a written notice (a "Tag-Along Notice") stating its election to do so and specifying the number of Units (up to its Tag-Along Portion) to be Transferred by it no later than ten (10) business days after receipt of the Sale Notice (the "Tag-Along Period"). The offer of each Electing Tag-Along Member set forth in a Tag-Along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-Along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 12.3; provided, however, that if the principal terms of the Tag-Along Sale change with the result that any price per respective Unit shall be less than the price per applicable Unit set forth in the Sale Notice, each Tag-Along Member shall be permitted to withdraw the offer contained in its Tag-Along Notice and shall be released from its obligations thereunder. In the event that any Tag-Along Member declines to exercise its rights hereunder, or elects to exercise it with respect to less that its full Tag-Along

Portion, the Selling Member shall be permitted to sell additional Units (in excess of its Tag-Along Portion) to meet the number of applicable Units sought to be purchased by the Prospective Buyer as set forth in the Sale Notice. Each Tag-Along Member who does not deliver a Tag-Along Notice in compliance with this Section 12.3(b) shall be deemed to have waived all of such Tag-Along Member's rights to participate in the Tag-Along Sale with respect to the Units owned by such Tag-Along Member, and the Selling Member (and all Electing Tag-Along Members) shall thereafter be free to sell to the Prospective Buyer at a price per Unit that is no greater than the price per Unit set forth in the Sale Notice and on other terms and conditions which are not materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-Along Members.

(c) *Consideration*. The Selling Member and each Electing Tag-Along Member selling Units shall receive the same consideration per Unit, in each case after deduction of such Member's proportionate share of the related expenses in accordance with Section 12.3(e) below.

(d) *Further Assurances*. Each Electing Tag-Along Member will take or cause to be taken all such actions as may be necessary, reasonably desirable or otherwise requested by the Selling Member in order to expeditiously pursue and consummate each Tag-Along Sale pursuant to Section 12.3, including executing, acknowledging and delivering Ancillary Documents. Each Electing Tag-Along Member will be obligated to join up to such Unit Holder's pro rata share (determined by reference to its respective Tag-Along Portion) in any purchase price adjustments, indemnification or other obligations that the Selling Member is required to provide in connection with the Tag-Along Sale, as applicable, such that proceeds will be distributed as if they had been distributed after giving effect to such adjustments, indemnification and other obligations (other than any such obligations that relate to a particular Unit Holder, such as indemnification with respect to representations and warranties given by a Unit Holder with respect to such Unit Holder's title to and ownership of securities, its authority and power to enter into any agreements and the enforceability of any agreements against such Unit Holder, or any covenants to be performed individually by such Unit Holder, in respect of which only such Unit Holder will be liable).

(e) *Expenses*. All reasonable costs and expenses incurred by the Selling Member, each Electing Tag-Along Member and their respective Affiliates and the Company in connection with any proposed Tag-Along Sale pursuant to this Article 12 (whether or not consummated) including all attorneys' fees and expenses, all accounting fees and charges and all finders, brokerage or investment banking fees, charges or commissions, will be either (i) borne by the Selling Member and the Electing Tag-Along Members based upon each such Member's pro rata share (determined by reference to its respective Tag-Along Portion) such that proceeds from any Tag-Along Sale will be distributed as if they had been distributed after giving effect to such costs and expenses or (ii) paid by the Company or its Subsidiaries.

(f) *Indirect Transfers*. Any attempted Transfer, directly or indirectly, of any equity interests in DentaQuest Investor (an "Indirect Sale") shall be deemed to be a Tag-Along Sale for purposes of this Section 12.3, and DentaQuest Investor shall cause its Affiliates attempting to undertake an Indirect Sale to take all actions (including, without limitation, making assignments of rights to Electing Tag-Along Members to purchase equity interests in DentaQuest Investor) necessary for DentaQuest Investor to comply with its obligations under this Section 12.3 with respect to such Indirect Sale.

13. PRE-EMPTIVE RIGHTS.

13.1. Pre-Emptive Rights. The Company will not issue or sell any Units or other equity interests of the Company to any Person other than in connection with investments by participating Dental

Providers in a state into which the Company or any of its Subsidiaries is expanding (each an "Issuance" of "Subject Securities"), except in compliance with the provisions of this Article 13. Any obligation of the Company set forth in this Article 13 shall also apply to any Subsidiary of the Company that seeks to issue equity interests of such Subsidiary to any Person other than in connection with investments by participating Dental Providers in a state into which the Company or such Subsidiary is expanding.

13.2. Participation Notice. Not fewer than 15 business days prior to the consummation of the Issuance, a written notice (the "Participation Notice") will be given by the Company pursuant to Section 19.3 to each Unit Holder who is not an Excluded Member. The Participation Notice will include:

(a) The principal terms of the proposed Issuance, including: (i) the amount and kind of Subject Securities to be included in the Issuance, (ii) the number of Subject Securities, (iii) the price per unit of the Subject Securities, (iv) the portion of the Issuance equal to the number of Units held by such holder immediately prior to the Issuance divided by the aggregate number of Units outstanding immediately prior to the Issuance (the "Participation Portion") and (v) the name and address of each Person to whom the Subject Securities are proposed to be issued (each a "Prospective Subscriber"); and

(b) An offer by the Company to issue or cause to be issued, at the option of each holder of Units to which a Participation Notice is required to be given, to such holder such portion of the Subject Securities to be included in the Issuance as may be requested by such holder (not to exceed the Participation Portion of the total amount of Subject Securities to be included in the Issuance), at the same price and otherwise on the same economic terms and conditions, with respect to each unit of Subject Securities issued to such holders of Units, as the issuance to each of the Prospective Subscribers.

13.3. Participation Commitment. Each holder of Units desiring to accept the offer contained in the Participation Notice will send an irrevocable commitment (each, a "Participation Commitment") to the Company within 15 business days after the effectiveness (in accordance with Section 13.2) of the Participation Notice specifying the number (not in any event to exceed the product of the Participation Portion multiplied by the aggregated number of securities in the Issuance) or proportion (not in any event to exceed the Participation Portion) of Subject Securities which such holder desires to be issued (each, a "Participating Buyer"). Each holder of Units which has not so accepted such offer, or that does not comply with Section 13.6, will be deemed to have waived all of such holder's rights with respect to the Issuance under this Article 13, and the Company will thereafter be free to issue the Subject Securities in such Issuance to the Prospective Subscribers and any Participating Buyers at a price not less than 95% of the price set forth in the Participation Notice, without any further obligation to such non-accepting holders under this Article 13. If, prior to consummation, the terms of such proposed Issuance will change with the result that the price will be less than 95% of the price set forth in the Participation Notice, it will be necessary for a separate Participation Notice to be furnished, and the terms and provisions of this Article 13 separately complied with, in order to consummate such Issuance pursuant to this Article 13; provided, however, that in the case of such a separate Participation Notice, each applicable period to which reference is made in this Article 13 will be the longer of (a) the remaining portion of the 15 business day period applicable to the first Participation Notice distributed in connection with such proposed Issuance or (b) 5 business days.

13.4. Acceptance. The Participation Commitment of each Participating Buyer will be irrevocable except as hereinafter provided, and each such Participating Buyer will be bound and obligated to acquire in the Issuance on the same economic terms and conditions as the Prospective Subscribers, with respect to each share of Subject Securities issued, such number or proportion of Subject Securities as such Participating Buyer will have specified in such Participating Buyer's Participation Commitment.

13.5. Failure to Consummate. If at the end of the 120th day following the date of the effectiveness (in accordance with Section 13.2) of the Participation Notice the Company has not completed the Issuance on the terms and conditions specified in such Participation Notice, each Participating Buyer will be released from its obligations under such Participating Buyer's Participation Commitment, the Participation Notice will be null and void, and it will be necessary for a separate Participation Notice to be furnished, and the terms and provisions of this Article 13 separately complied with, in order to consummate any Issuance subject to this Article 13.

13.6. Cooperation. Each holder of Units will take or cause to be taken all such reasonable actions as may be necessary, reasonably desirable or otherwise requested by the Company in order expeditiously to consummate each Issuance pursuant to this Article 13 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, filing applications, reports, returns, filings and other documents or instruments with governmental authorities, and otherwise cooperating with the Company, the Prospective Subscribers and the Participating Buyers (if any). Without limiting the generality of the foregoing, each such Participating Buyer and holder of Units agrees to execute and deliver such Ancillary Documents to which the Prospective Subscriber will be party.

13.7. Closing. The closing of an Issuance pursuant to this Article 13 will take place at such time and place as the Company will specify by notice to each Participating Buyer in accordance with Section 19.3. At the closing of any Issuance under this Article 13, each Participating Buyer will be delivered the certificates or other instruments, if any, evidencing the Subject Securities to be issued to such Participating Buyer, registered in the name of such Participating Buyer or its designated nominee, free and clear of any liens or encumbrances, with any transfer tax stamps affixed, against delivery by such Participating Buyer of the applicable consideration.

The preceding provisions of this Article 13 will not apply to the Issuance by the Company of Units on the date hereof.

14. DISSOLUTION OF COMPANY.

14.1. Termination of Membership. No Unit Holder will resign or withdraw from the Company except that, subject to the restrictions set forth in Article 11, any Unit Holder may Transfer its Interest in the Company to a transferee and a transferee may become a Unit Holder in place of the Unit Holder assigning such Interest. The resignation, expulsion, bankruptcy or dissolution of any Unit Holder or the occurrence of any other event that terminates the continued membership of any Unit Holder will not in and of itself cause the Company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the Company will be continued without dissolution.

14.2. Events of Dissolution. The Company will be dissolved upon the happening of any of the following events: (a) the entry of a decree of judicial dissolution under the Act, (b) the determination of the Board of Managers, (c) the disposition of all of the Company's assets or (d) the termination of the legal existence of the last remaining Member or the occurrence of any other event which terminates the continued membership of the last remaining Member unless the business of the Company is continued in a manner permitted by this Agreement or the Act.

14.3. Liquidation.

(a) Upon dissolution of the Company for any reason, the Company will immediately commence to wind up its affairs. A reasonable period of time will be allowed for the orderly termination of the Company's business, discharge of its liabilities, and distribution or liquidation of its remaining

assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Company's property and assets or the proceeds from the liquidation thereof will be distributed so as not to contravene the Act and will be otherwise distributed to the Unit Holders as set forth in Section 5.1(b). A full accounting of the assets and liabilities of the Company will be taken and a statement thereof will be furnished to each Member promptly after the distribution of all of the assets of the Company. Such accounting and statements will be prepared under the direction of the Board of Managers.

(b) Any non-cash assets will first be written up or down to their Fair Value, thus creating Net Profit or Net Loss (if any), which will be allocated in accordance with Article 5. After taking into account such allocations, it is anticipated that each Unit Holder's Capital Account will be equal to the amount to be distributed to such Unit Holder pursuant to this Section 14.3.

(c) If any Unit Holder's Capital Account is not equal to the amount to be distributed to such Unit Holder pursuant to this Section 14.3, Net Profits and Net Losses (or the component parts thereof) for the Taxable Year in which the Company is dissolved will be allocated among the Unit Holders in such a manner as to cause, to the extent possible, each Unit Holder's Capital Account to be equal to the amount to be distributed to such Unit Holder pursuant to this Section 14.3.

14.4. No Action for Dissolution. The Unit Holders acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Unit Holder should bring an action in court to dissolve the Company under circumstances where dissolution is not required by Section 14.2. This Agreement has been drawn carefully to provide fair treatment of all parties and equitable payment in liquidation of the Interests of all Unit Holders. Accordingly, except where the Board of Managers has failed to liquidate the Company as required by Section 14.3 and except as specifically provided in Section the Act, each Unit Holder, subject to Section 19.22 hereby waives and renounces its right to initiate legal action to seek dissolution or to seek the appointment of a receiver or trustee to liquidate the Company.

14.5. No Further Claim. Upon dissolution, each Unit Holder will have recourse solely to the assets of the Company for the return of such Unit Holder's capital, and if the Company's property remaining after payment or discharge of the debts and liabilities of the Company, including debts and liabilities owed to one or more of the Unit Holders, is insufficient to return the aggregate Capital Contributions of each Unit Holder, such Unit Holder will have no recourse against the Company, the Board of Managers or any other Unit Holder.

14.6. Distribution of Subsidiary Equity. In the event that immediately prior to its dissolution the Company holds common stock or other equity interests in any direct Subsidiary of the Company with over 50% of the then outstanding ordinary voting power to elect members of such Subsidiary's board of directors (or similar governing body), the Company will cause such Subsidiary, prior to and in contemplation of such dissolution and the distribution to Unit Holders of the stock of such Subsidiary, to offer to enter into agreements with the Unit Holders granting to such Unit Holders directly the same rights, subject to substantially the same obligations, with respect to such Subsidiary as they possess with respect to the Company and each other Unit Holder, immediately prior to such dissolution, with all rights of the Board of Managers being transferred to the board of directors (or similar governing body) of such Subsidiary. All Unit Holders hereby agree to take all reasonable actions in connection with the foregoing, including (a) the execution of all such agreements with such Subsidiary and the execution of such additional documents and instruments as may be requested by the Board of Managers.

15. INDEMNIFICATION.

15.1. Indemnification Rights.

(a) General. To the fullest extent permitted by law, the Company will indemnify, defend and hold harmless each member of the Board of Managers, each officer of the Company, any Member, the Tax Matters Member and each of their respective Affiliates (all indemnified persons being referred to as "Indemnified Persons" for purposes of this Article 15), from any liability, loss or damage incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Person by virtue of such Person's position with the Company, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such claims of liability, loss or damage; provided, however, that if the liability, loss, damage or claim arises out of any action or inaction of an Indemnified Person, indemnification under this Section 15.1 will be available only if such action or inaction was not expressly prohibited by this Agreement and (x)(i) either (A) the Indemnified Person, at the time of such action or inaction, determined in good faith that its, his or her course of conduct was in, or not opposed to, the best interests of the Company or (B) in the case of inaction by the Indemnified Person, the Indemnified Person did not intend its, his or her inaction to be harmful or opposed to the best interests of the Company and (ii) the action or inaction did not constitute knowing and intentional fraud by the Indemnified Person or (y) such Indemnified Person was entitled to take such action in its discretion hereunder; provided, further, however, that indemnification under this Section 15.1 will be recoverable only from the assets of the Company and not from any assets of the Unit Holders. The Company will advance the full amount of expenses (including reasonable attorneys' fees of an Indemnified Person) as incurred by such Indemnified Person and will be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, provided that such Indemnified Person executes an undertaking, with appropriate security if requested by the Board of Managers, to repay the amount so paid or reimbursed in the event that a final non-appealable determination by a court of competent jurisdiction finds that such Indemnified Person is not entitled to indemnification under this Article 15. The Company will also indemnify and reimburse, to the fullest extent permitted by law, the DentaQuest Investor for all expenses (including legal and accounting fees) incurred in connection with its formation, organization, administration or otherwise attributable to its interests in the Company. The Company may pay for insurance covering liability of the Indemnified Persons for negligence in the operation of the Company's and its Subsidiaries' affairs.

(b) Indemnification Priority. The Company hereby acknowledges that the rights to indemnification, advancement of expenses and/or insurance provided pursuant to this Section 15.1 may also be provided to certain Indemnified Persons by DentaQuest Private Equity Fund IV, L.P. and certain of its Affiliates (other than direct or indirect Subsidiaries of the Company) (collectively, the "Affiliate Indemnitors"). The Company hereby agrees that, as between itself and the Affiliate Indemnitors (i) the Company is the indemnitor of first resort with respect to all such indemnifiable claims against such Indemnified Persons, whether arising under this Agreement or otherwise (i.e., its obligations to such Indemnified Persons are primary and any obligation of the Affiliate Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Indemnified Persons are secondary), (ii) the Company will be required to advance the full amount of expenses (including reasonable attorneys' fees of an Indemnified Person)incurred by such Indemnified Persons and will be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement (or any other agreement between the Company and such Indemnified Persons), without regard to any rights such Indemnified Persons may have against the Affiliate Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Affiliate Indemnitors from any and all claims against the Affiliate Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company agrees to indemnify the Affiliate Indemnitors directly for any amounts that the Affiliate Indemnitors pay as indemnification or advancement on behalf of any such Indemnified Person and for which such Indemnified Person may be entitled to indemnification from the Company in connection with serving as a

director or officer (or equivalent titles) of the Company or its Subsidiaries. The Company further agrees that no advancement or payment by the Affiliate Indemnitors on behalf of any such Indemnified Person with respect to any claim for which such Indemnified Person has sought indemnification from the Company will affect the foregoing and the Affiliate Indemnitors will be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnified Person against the Company, and the Company will cooperate with the Affiliate Indemnitors in pursuing such rights.

15.2. Exculpation. No Indemnified Person will be liable, in damages or otherwise, to the Company or to any Unit Holder for any loss that arises out of any act performed or omitted to be performed by it, him or her pursuant to the authority granted by this Agreement.

15.3. Persons Entitled to Indemnity. Any Person who is within the definition of "Indemnified Person" at the time of any action or inaction in connection with the business of the Company will be entitled to the benefits of this Article 15 as an "Indemnified Person" with respect thereto, regardless of whether such Person continues to be within the definition of "Indemnified Person" at the time of such Indemnified Person's claim for indemnification or exculpation hereunder. The right to indemnification and, the advancement of expenses conferred in this Article 15 will not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, by law, vote of the Board of Managers or otherwise. If this Article 15 or any portion hereof will be invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Article 15 to the fullest extent permitted by any applicable portion of this Article 15 that will not have been invalidated and to the fullest extent permitted by applicable law.

15.4. Procedure Agreements. The Company may enter into an agreement with any of its officers, employees, consultants, counsel and agents, or the Board Members, setting forth procedures consistent with applicable law for implementing the indemnities provided in this Article 15.

15.5. Interested Transactions. Subject to compliance with Section 7.5, the Board of Managers or the DentaQuest Investor may cause the Company or any Subsidiary thereof to enter into any contracts or transactions with the DentaQuest Investor or any of its Affiliates (including contracts or transactions between the Company or its Subsidiaries and one or more Board Members or officers and contracts or transactions between the Company or its Subsidiaries and any entity in which one or more Board Members are directors or officers or have a financial interest). To the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement (but subject to compliance with Section 7.5), at law or in equity, no Board Member will be deemed to have breached any duty (fiduciary or otherwise) to the Company, the Unit Holders or any other Person, and no such Board Member will be liable to the Company, the Unit Holders or any other Person for breach of any duty (of loyalty or analogous duty) with respect to any action or inaction in connection with or relating to any transaction between the Company or any Subsidiary thereof with the DentaQuest Investor or any of its Affiliates. Subject to compliance with Section 7.5, no contract or transaction between the Company or any of its Subsidiaries and one or more of the Board Members or officers, or between the Company or any of its Subsidiaries and any other entity in which one or more of the Board Members or officers are directors or officers, or have a financial interest, will be void or voidable solely for this reason, or solely because the Board Member or officer is present at or participates in the meeting of the Board of Managers or committee which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose. It is further acknowledged and agreed by the Company and each Unit Holder that an Affiliate of the DentaQuest Investor has entered into the Management Services Agreement with a Subsidiary of the Company and the Management Services Agreement is hereby approved in all respects, and, subject to compliance with Section 7.5, the DentaQuest Investor and its Affiliates may from time to time enter into other agreements

and transactions (for the sole benefit of the DentaQuest Investor and its Affiliates) with the Company or its Subsidiaries as determined by the Board of Managers in its sole discretion.

15.6. [Reserved].

15.7. Reliance, etc.

(a) Notwithstanding any other provision of this Agreement, an Indemnified Person acting under this Agreement will not be liable to the Company or to any other Indemnified Person for its, his or her good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties (including fiduciary duties) and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the Company, each Member and each Unit Holder to replace such other duties and liabilities of such Indemnified Person. No Indemnified Person will have any fiduciary duties to the Company, any Member or any Unit Holder, and will otherwise not have any obligations other than such obligations as specifically provided by this Agreement.

(b) Notwithstanding any other provision of this Agreement or otherwise applicable law, whenever in this Agreement an Indemnified Person is permitted or required to make a decision (i) in its, his or her discretion or under a grant of similar authority, the Indemnified Person will be entitled to consider only such interests and factors as such Indemnified Person desires, including its, his or her own and its, his or her Affiliates' interests, and will, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company, any Member, any Unit Holder or any other Person, or (ii) in its, his or her good faith or under another express standard, the Indemnified Person will act under such express standard and will not be subject to any other or different standards.

16. REPRESENTATIONS AND COVENANTS BY THE MEMBERS

Each Member hereby represents and warrants to, and agrees with, the Board of Managers, severally and not jointly and solely on its own behalf, as follows:

16.1. Investment Intent. Such Member is acquiring such Member's Interest with the intent of holding the same for investment for such Member's own account and without the intent or a view of participating directly or indirectly in any distribution of such Interests within the meaning of the Securities Act or any applicable state securities laws, or otherwise Transferring such Interests, in each case in violation of applicable law.

16.2. Securities Regulation.

(a) Such Member acknowledges and agrees that such Member's Interest is being issued and sold in reliance on the exemption from registration under the Securities Act and exemptions contained in applicable state securities laws, and that such Member's Interest cannot and will not be sold or transferred except in a transaction that is exempt under the Securities Act and applicable state securities laws or pursuant to an effective registration statement under the Securities Act and applicable state securities laws.

(b) Except as otherwise set forth in this Agreement, such Member understands that such Member has no contractual right for the registration under the Securities Act of such Member's Interest for public sale and that, unless such Member's Interest is registered or an exemption from registration is available, such Member's Interests may be required to be held indefinitely.

(c) Such Member represents and warrants that such Member is not subject to any of the "Bad Actor" disqualifications described in Securities Act Rule 506(d)(1) subsections (i) through (viii).

16.3. Knowledge and Experience. Such Member is an "accredited investor" as defined in Rule 501(a) under the Securities Act, and/or such Member has such knowledge and experience in financial, tax and business matters as to enable such Member to evaluate the merits and risks of such Member's investment in the Company and to make an informed investment decision with respect thereto.

16.4. Economic Risk. Such Member is able to bear the economic risk of such Member's investment in such Member's Interest for an indefinite period of time, and such Member is aware that such Member may lose the entire amount of such Member's investment in the Company.

16.5. Binding Agreement. Such Member has all requisite power and authority to enter into and perform this Agreement and this Agreement is and will remain such Member's valid and binding agreement, enforceable in accordance with its terms (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors rights).

16.6. Tax Position. Unless such Member provides prior written notice to the Company, such Member will not take a position on such Member's federal income tax return, in any claim for refund or in any administrative or legal proceedings that is inconsistent with this Agreement or with any information return filed by the Company.

16.7. Information. Such Member has received all documents, books and records pertaining to an investment in the Company requested by such Member. Such Member has had a reasonable opportunity to ask questions of and receive answers concerning the Company, and all such questions have been answered to such Member's satisfaction and the determination of such Member to acquire any Units pursuant to this Agreement has been made by such Member independent of any such answers given or other statements made by the Company, its Subsidiaries and their respective Affiliates and representatives.

16.8. Tax and Other Advice. Such Member has had the opportunity to consult with such Member's own tax and other advisors with respect to the consequences to such Member of the purchase, receipt, ownership and disposition of the Units, including the tax consequences under federal, state, local, and other income tax laws of the United States or any other country and the possible effects of changes in such tax laws. Such Member acknowledges that none of the Company, its Subsidiaries, Affiliates, successors, beneficiaries, heirs and assigns and its and their past and present directors, officers, employees, and agents (including their attorneys) makes or has made any representations or warranties to such Member regarding the consequences to such Member of the purchase, receipt, ownership and disposition of the Units, including the tax consequences under federal, state, local and other tax laws of the United States or any other country and the possible effects of changes in such tax laws.

16.9. Licenses and Permits. Such Member will cooperate in providing such information, in signing such documents and in taking any other action as may reasonably be requested by the Company in connection with obtaining any non-U.S., federal, state or local license or permit needed to operate its business or the business of any entity in which the Company invests.

17. COMPANY REPRESENTATIONS.

In order to induce the Members to enter into this Agreement and to make the Capital Contributions contemplated hereby, the Company hereby represents and warrants to each Member as follows:

17.1. Duly Formed. The Company is a duly formed and validly existing limited liability company under the Act, with all necessary power and authority under the Act to issue the Interests to be issued to the Members hereunder.

17.2. Valid Issue. When the Interests are issued to the Members as contemplated by this Agreement and the Capital Contributions required to be made by the Members are made, the Interests issued to the Members will be duly and validly issued and no liability for any additional capital contributions or for any obligations of the Company will attach thereto.

17.3. Binding Agreement. The Company has all requisite power and authority to enter into and perform this Agreement and this Agreement is and will remain the Company's valid and binding agreement, enforceable in accordance with its terms (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors rights).

18. AMENDMENTS TO AGREEMENT.

18.1. Amendments. This Agreement may be modified or amended by written action of the Board of Managers and the written consent of the DentaQuest Investor and Advantage; provided, however, that (a) an amendment or modification that would affect any Unit Holder in a manner materially and disproportionately adverse to any other Unit Holders in existence immediately prior to such amendment will be effective against such Unit Holder so materially adversely and disproportionately affected only with the prior written consent of such Unit Holder, (b) no amendment will alter or modify Section 6.1. to the extent that such amendment alters or modifies the limited liability of any Unit Holder, without the consent of such Unit Holder and (c) no amendment will require any Unit Holder to make additional Capital Contributions to the Company without the consent of such Unit Holder.

18.2. Corresponding Amendment of Articles. The Board of Managers will cause to be prepared and filed any amendment to the Articles that may be required to be filed under the Act as a consequence of any amendment to this Agreement.

18.3. Binding Effect. Any modification or amendment to this Agreement pursuant to this Article 18 will be binding on all Unit Holders.

19. GENERAL.

19.1. Gender. Any reference to the masculine gender will be deemed to include the feminine and neuter genders unless the context otherwise requires.

19.2. Successors; Oregon Law; Etc. This Agreement: (a) will be binding upon the executors, administrators, estates, heirs and legal successors of the Unit Holders and (b) will be governed by and construed in accordance with the laws of the State of Oregon.

19.3. Notices, Etc. All notices and other communications required or permitted hereunder will be in writing and will be deemed effectively given upon personal delivery or receipt (which may be evidenced by a return receipt if sent by registered mail or by signature if delivered by courier or delivery service), addressed (a) if to any Unit Holder, at the address of such Unit Holder on file with the Company or at such other address as such Unit Holder will have furnished to the Company in writing as the address to which notices are to be sent hereunder; (b) if to the Company, the Board of Managers, DentaQuest Investor or Advantage as follows:

If to Advantage: Advantage Consolidated, LLC

442 SW Umatilla Avenue, Suite 200
Redmond, OR 97756
Facsimile: 617-886-1390
E-mail: [ ]
Attention: [ ]

with a copy to (which shall not constitute notice):	Watkinson Laird Rubenstein, P.C. 425 SE Jackson Roseburg, OR 97470 Facsimile: 541-672-0977 E-mail: dsimmons@wlrlaw.com Attention: Derek D. Simmons
If to the DentaQuest Investor or the Board of Managers:	DentaQuest, LLC 465 Medford Street Boston, MA 02109 Facsimile: 617.886.1390 E-mail: james.hawkins@greatdentalplans.com Attention: James Hawkins, Vice President and Deputy General Counsel
with a copy to (which shall not constitute notice):	DLA Piper LLP (US) 200 S. Biscayne Blvd. 25th Floor Miami, FL 33131 Facsimile: 305.675.6329 E-mail: joshua.kaye@dlapiper.com Attention: Joshua M. Kaye, P.A.

19.4. Execution of Documents. From time to time after the date of this Agreement, upon the reasonable request of the Board of Managers, each Unit Holder will perform, or cause to be performed, all such additional acts, and will execute and deliver, or cause to be executed and delivered, all such additional instruments and documents, as may be required to effectuate the purposes of this Agreement. Each Unit Holder, including each new and substituted Unit Holder, by the execution of this Agreement or by agreeing in writing to be bound by this Agreement, irrevocably constitutes and appoints the Board of Managers or any Person designated by the Board of Managers to act on such Unit Holder's behalf for purposes of this Section 19.4 as such Unit Holder's true and lawful attorney-in-fact with full power and authority in such Unit Holder's name and stead to execute, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out this Agreement, including:

(a) all certificates and other instruments (specifically including counterparts of this Agreement), and any amendment thereof, that the Board of Managers deems appropriate to qualify or to continue the Company as a limited liability company in any jurisdiction in which the Company may conduct business or in which such qualification or continuation is, in the opinion of the Board of Managers, necessary to protect the limited liability of the Unit Holders;

(b) all amendments to this Agreement adopted in accordance with the terms hereof and all instruments that the Board of Managers deems appropriate to reflect a change or modification of the Company in accordance with the terms of this Agreement; and

(c) all conveyances and other instruments that the Board of Managers deems appropriate to reflect the dissolution of the Company.

The appointment of each member of the Board of Managers as such Unit Holder's attorney-in-fact to act on its behalf for purposes of this Section 19.4 will be deemed to be a power coupled with an interest, in recognition of the fact that each of the Unit Holders under this Agreement will be relying upon the power of the Board of Managers to act as contemplated by this Agreement in any filing and other action by him, her or it on behalf of the Company, and will survive the bankruptcy or dissolution of any Unit Holder giving such power and the transfer or assignment of all or any part of such Unit Holder's Interests; provided, however, that in the event of a Transfer by a Member of all of its Interest, the power of attorney given by the transferor will survive such assignment only until such time as the transferee will have been admitted to the Company as a substituted Member and all required documents and instruments will have been duly executed, filed, and recorded to effect such substitution.

19.5. Consent to Jurisdiction and Service of Process. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in Oregon in connection with any action relating to this Agreement and agree that service of summons, complaint or other process in connection with any such action may be made as set forth in Section 19.3 and that service so made will be as effective as if personally made in the State of Oregon.

19.6. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination will not affect the other provisions hereof, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

19.7. Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, the principle of *contra proferentum* will not apply to this Agreement and no presumption or burden of proof will arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement.

19.8. Table of Contents. Headings. The table of contents and headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing this Agreement.

19.9. No Third Party Rights. Except as expressly provided herein, the provisions of this Agreement are solely for the benefit of the Company, the Board of Managers and the Unit Holders and no other Person, including creditors of the Company, will have any right or claim against the Company, the Board of Managers or any Unit Holder by reason of this Agreement or any provision hereof or be entitled to enforce any provision of this Agreement.

19.10. Entire Agreement. This Agreement (include its Exhibits), the Purchase Agreement, and the other agreements contemplated hereby and thereby constitute the entire agreement of the parties and their Affiliates relating to the Company and supersede the Prior Agreement, all prior meetings, communications, representations, negotiations, contracts or agreements (including any prior drafts thereof) with respect to the Company, whether oral or written, none of which will be used as evidence of the parties' intent. In addition, each party hereto acknowledges and agrees that all prior drafts of this Agreement contain attorney work product and will in all respects be subject to the foregoing sentence.

19.11. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

19.12. Counterparts and Facsimile. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument. This Agreement, each Unit Holder's respective purchase agreement, subscription agreement or unit certificate, entered into between the Company or any of its Subsidiaries and any Unit Holder and the other agreements contemplated hereby and thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

19.13. Waiver of Jury Trial. The Unit Holders waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any dealings between them relating to the subject matter of this Agreement and the relationship that is being established. The Unit Holders also waive any bond or surety or security upon such bond which might, but for this waiver, be required of any of the other parties. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Unit Holders acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on the waiver in entering into this Agreement, and that each will continue to rely on the waiver in their related future dealings. The Unit Holders further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver will apply to any subsequent amendments, renewals, supplements or modifications to this Agreement or to any other documents or agreements relating to the transactions completed hereby. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court. The substantially prevailing party in any action or proceeding relating to this Agreement will be entitled to receive an award of, and to recover from the other party or parties, any fees or expenses incurred by it (including reasonable attorneys' fees and disbursements) in connection with any such action or proceeding.

19.14. Offset. Whenever the Company is to pay any sum to any Unit Holder, any amounts that such Unit Holder owes to the Company or any of its Subsidiaries or any other Member may be deducted from that sum before payment and the amount of such sum deducted will nonetheless be treated as paid to such Unit Holder.

19.15. Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday, or legal holiday in the Commonwealth of Massachusetts or the State of Oregon, or the jurisdiction in which the Company's principal office is located, the time period will

automatically be extended to the business day immediately following such Saturday, Sunday, or legal holiday.

19.16. Survival. Section 5.3, Section 6.1, Section 9.4, Section 10.2, Article 15, and Section 19.19 will survive and continue in full force in accordance with their terms notwithstanding any termination of this Agreement or the dissolution of the Company.

19.17. [Reserved].

19.18. Designees. Each of the rights granted to a Unit Holder of DentaQuest Investor Units may, upon the request of such Unit Holder, be exercised in whole or in part from time to time by its Affiliates and other designees.

20. PUT AND CALL RIGHTS

20.1. Legal Non-Compliance. In the event of (a) the adoption, amendment or other modification of any federal, state or local law, regulation or ordinance, (b) an interpretation of such a law, regulation or ordinance by a governmental agency or court that outside counsel for DentaQuest Investor opines in writing is likely to be generally applicable to the Company or DentaQuest Investor, or (c) any recognized agency, authority or association in the medical or dental fields, or any federal, state or local government, agency, authority, commission or other governmental body, notifies Advantage, DentaQuest Investor or their respective Affiliates or Subsidiary that the existence or operation of any term, covenant, condition or provision of this Agreement or any related party transaction, or the manner in which Company or any Company Affiliate is operated (i) jeopardizes the licensure or operation of Company, any Subsidiary thereof, Affiliate, or any other facility or line of business owned or operated by DentaQuest Investor or its Affiliates, or DentaQuest Investor's or Affiliate's operation or participation in Medicaid or other governmental program or any commercial payor program, (ii) is in violation of any statute, regulation, ordinance, or government agency opinion, or (iii) is otherwise illegal or unethical conduct (each a "Legal Impediment"), then in any such event the Members shall meet and confer in good faith as soon as reasonably practicable in order to discuss the reasonable alternatives and solutions to resolve such Legal Impediment. The Members shall negotiate in good faith with respect to alternatives and solutions to resolve such Legal Impediment, including any modifications or amendments to this Agreement and/or any related party transactions that may be necessary or appropriate to resolve such Legal Impediment with the understanding that such modifications or amendments should be (A) narrowly drafted and construed to remedy or eliminate only the Legal Impediment at issue and not impair or restrict the rights of the other Member and/or its Affiliates under this Agreement or any related party transaction any more than reasonably necessary to remedy or eliminate such Legal Impediment; (B) do not involve any change to Unit Holder's Units, or the rights of any Member with respect to the capital, profits, losses, distributions or allocations of Company; and (C) do not involve any change to the rights of any Member with respect to the governance of Company. In the event that the Members are unable to resolve a Legal Impediment in accordance with this Section 20.2 within sixty (60) days after an actual or potential Legal Impediment is identified (the "Legal Impediment Negotiation Period"), then following the end of the Legal Impediment Negotiation Period, DentaQuest Investor shall thereafter have the right, but not the obligation, to exercise the DentaQuest Call Right as defined below and in accordance with Section 20.2.

20.2. DentaQuest Call Right. DentaQuest Investor shall have the right, but not the obligation, exercisable by written notice to Advantage, to exercise its call right and purchase Units from Advantage for the greater of an amount equal to the Appraised Value of such Units as determined in accordance with Section 20.4 below (a) once per Company's fiscal year at DentaQuest Investor's sole and absolute discretion; or (b) otherwise in accordance with Section 20.1 (the "DentaQuest Call Right").

20.3. Advantage Put Right Events. Advantage shall have the right, but not the obligation, exercisable by written notice to DentaQuest Investor, to exercise its put right and sell its Units to DentaQuest Investor for the greater of an amount equal to the Appraised Value of such Units as determined in accordance with Section 20.4 below once per Company's fiscal year at Advantage's sole and absolute discretion (the "Advantage Put Right"); provided, however, that if Advantage exercises the Advantage Put Right during the Earn-Out Period then neither (i) an Acceleration Event (as defined in the Unit Purchase Agreement); nor (ii) the acceleration of any Earn-Out Payment (as defined in the Unit Purchase Agreement) shall occur.

20.4. Purchase Price.

(a) Put-Call Right Process. If DentaQuest Investor exercises the DentaQuest Call Right or Advantage exercises the Advantage Put Right, then Advantage ("Transferring Member") and DentaQuest Investor ("Purchasing Member") shall meet and confer in good faith to attempt to mutually agree upon a fair market value purchase price for the purchase and sale of the Transferring Member's Units as a result of either the DentaQuest Call Right or Advantage Put Right. In the event the Members are unable to mutually agree upon a fair market value purchase price within twenty (20) days after the exercise of either the DentaQuest Call Right or Advantage Put Right, as applicable, the Appraised Value (as defined below) of the subject Units shall be determined in accordance with Section 20.4(b).

(b) Appraised Value. In order to determine the appraised value (the "Appraised Value") for purposes of Article 20, within ten (10) days after the expiration of the period set forth in the second sentence of Section 20.4(a), the Purchasing Member shall, at its sole cost, select and engage a national appraisal company that is a member in good standing of the American Society of Appraisers and substantial experience or expertise in valuing health care businesses (an "Appraiser"). The Appraiser so selected shall, within sixty (60) days after its engagement determine the Appraised Value and present such determinations to the Purchasing Member and the Transferring Member (the "Original Appraisal"). If the Transferring Member does not, within twenty (20) days after its receipt of the Original Appraisal (the "Appraisal Objection Period") give written notice to the Purchasing Member of its objection to the Original Appraisal (an "Appraisal Objection Notice"), then the Original Appraisal shall be the binding Appraised Value for purposes of this Article 20. If the Transferring Member delivers an Appraisal Objection Notice to the Purchasing Member within the Appraisal Object Period, then the Transferring Member shall, at its sole cost and within ten (10) days thereafter select and engage a second Appraiser. The second Appraiser so selected shall, within sixty (60) days after its engagement determine the Appraised Value and present such determinations to the Purchasing Member and the Transferring Member (the "Second Appraisal"). If the variance between the Original Appraisal and the Second Appraisal is ten percent (10%) or less, the average of Original Appraisal and the Second Appraisal shall be the binding Appraised Value for purposes of this Article 20. If variance between the Original Appraisal and the Second Appraisal exceeds ten percent (10%) then the first and second Appraisers shall themselves appoint a third Appraiser; and in the event of their being unable to agree upon such appointment within ten (10) days thereafter, then either the Transferring Member or Purchasing Member may request such appointment of a third Appraiser by the office of the American Arbitration Association located nearest to Company's principal office. In the event of failure, refusal or inability of any Appraiser to act, a new appraiser with the aforesaid qualifications shall be appointed in his, her or its stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of the Appraiser who fails, refuses or is unable to act. The fees and expenses of the third Appraiser shall be borne one-half by Transferring Member and one-half by Purchasing Member. The third Appraiser so selected shall, within sixty (60) days after its engagement determine the Appraised Value and present such determinations to the Purchasing Member and the Transferring Member (the "Third Appraisal"). The average of the First Appraisal, Second Appraisal and Third Appraisal shall be the binding Appraised Value for purposes of this Article 20. Notwithstanding anything to the foregoing, no Appraiser, in

making its determinations of the Appraised Value pursuant to this Section 20.4(a), shall include or consider any minority equity discounts or discounts for lack of liquidity or similar discounts.

(c) Payment Terms; Other Terms. Transferring Member shall be paid, the purchase price (net after reduction for any obligations owed by Transferring Member to Company or the Purchasing Member or any of its Affiliates), in cash. No payment other than those specifically provided for herein shall be due or payable with respect to the Units of Transferring Member. Any debt due by Company or Purchasing Member to Transferring Member shall be payable according to its terms. The representations, warranties, covenants, terms and conditions of the parties in connection with a purchase and sale pursuant to this Article 20 shall be on terms mutually agreed upon by the Transferring Member and Purchasing Member and substantially the same as are customary in similar transactions in Oregon.

(d) Timing of Closing. The closing of the purchase of Transferring Member's Units pursuant to this Article 20 shall be held at the principal office of the Company within thirty (30) days following the determination of the Appraised Value and the parties shall work in good faith and with diligence to consummate such transaction.

21. ADDITIONAL PROVISIONS

21.1. Future Dental Providers. At the written request of the Company, Advantage shall be required to sell and issue an amount of equity interests in Advantage to any Dental Provider participating in the Advantage Model network within Oregon consistent with past practices of Advantage as specified in writing by the Company subject to the following limitations: (i) During the Earn-Out Period, Advantage shall not be required to sell or issue to any new individual Dental Provider more than (5) Advantage Units or sell or issue more than the greater of (A) five hundred (500) Advantage Units in the aggregate pursuant to this Section 21.1, or (B) a number of Advantage Units that exceeds the total number of Advantage Units that Advantage has redeemed and not reissued since the Closing (as defined in the Unit Purchase Agreement); and (ii) upon the expiration of the Earn-Out Period and thereafter, Advantage shall not be required to sell or issue to any new individual Dental Provider more than twenty (20) Advantage Units or sell or issue in the aggregate pursuant to this Section 21.1 a number of Advantage Units that exceeds the total number of Advantage Units that Advantage has redeemed and not reissued since the Closing (as defined in the Unit Purchase Agreement). For the purposes of this Section 21.1, the term "Advantage Units" means the number of units issued in Advantage as of the Effective Date adjusted from time to time to account for any and all increases or decreases in the total number of issued and outstanding Advantage Units.

[*Signature Page Follows*]

* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement of Advantage Community Holding Company, LLC, an Oregon limited liability company as of the Effective Date.

THE COMPANY:

ADVANTAGE COMMUNITY HOLDING COMPANY, LLC, an Oregon limited liability company

By:____________________
Name: ____________________
Title: ____________________

MEMBERS:

DENTAQUEST, LLC

By:____________________
Name: ____________________
Title: ____________________

ADVANTAGE CONSOLIDATED, LLC, an Oregon limited liability company

By:____________________
Name: :____________________
Title: :____________________

Exhibit 3.1

MEMBERS OF THE COMPANY

Members	**Capital Contribution**	**Units**	**Percentage Interest**
ADVANTAGE CONSOLIDATED, LLC	[Insert amount equal 20% of total capital contributions]	200	20%
DENTAQUEST, LLC	[Insert amount equal 80% of total capital contributions]	800	80%

Exhibit 7.1

BOARD OF MANAGERS

1. Number; Appointment. Upon the effectiveness of this Agreement, the authorized number of members of the Board of Managers (each, a "Board Member") will initially be up to [6] Board Members, and will consist of the following:

(a) Four (4) Board Members will be designated by the DentaQuest Investor, who will initially be ______________________________ (the "DentaQuest Representatives");

(b) A maximum of two (2) Board Members will be designated by Advantage, who will initially be ______________________________ (the "Advantage Representatives"); and

(c) Each DentaQuest Representative has one (1) voting interest on all Board votes. Each Advantage Representative has one-half (1/2) voting interest on all Board votes.

Prior to the date of this Agreement, the parties hereto acknowledge and agree that each of ______________________________ will be deemed to have been appointed as authorized representatives of the Company, who will be entitled to the benefits of all of the provisions of this Agreement with respect to Board Members and all of whose actions prior to the date hereof are hereby ratified by the parties hereto.

2. Tenure. Except as otherwise provided by law or by this Agreement, (i) each DentaQuest Representative will hold office until he or she sooner dies or resigns, or is removed by the DentaQuest Investor, and (ii) each Advantage Representative will hold office until he or she sooner dies or resigns, or is removed by Advantage. In all cases, any Board Member may be removed for Cause.

3. Vacancies. In the event that any DentaQuest Representative for any reason ceases to serve as a member of the Board of Managers during such Board Member's term of office, the resulting vacancy on the Board of Managers will be filled by a Board Member designated by the DentaQuest Investor. In the event that any Advantage Representative for any reason ceases to serve as a member of the Board of Managers during such Board Member's term of office, the resulting vacancy on the Board of Managers will be filled by a Board Member designated by Advantage. The Board of Managers will have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number, subject to any requirements of law or of this Agreement as to the number of Board Members required for a quorum or for any vote or other actions.

4. Meetings. Meetings of the Board of Managers may be held at any time and at any place within or without the State of Oregon designated in the notice of the meeting, when called by the Chairman of the Board of Managers, the President, or by one-third or more in number of the Board of Managers, reasonable notice thereof being given to each Board Member by the Secretary or by the Chairman of the Board of Managers, if any, the President or any one of the Board Members calling the meeting.

5. Notice. Absent exigent circumstances, it will be reasonable and sufficient notice to a Board Member to send notice at least three (3) days before the meeting by (a) overnight delivery addressed to such Board Member at such Board Member's usual or last known business or residential address (b) an email to such Board Member containing a copy of such notice to the current email address for such Board Member on file with the Company; and (c) via facsimile. Notice of a meeting need not be given to any Board Member if a written waiver of notice, executed by such Board Member before or after

the meeting, is filed with the records of the meeting, or to any Board Member who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Board Member. The purpose(s) of any meeting of the Board of Managers shall be specified in the notice or waiver of notice of such meeting.

6. Quorum. No action may be taken at a meeting of the Board of Managers or at a meeting of a committee of the Board of Managers unless a quorum is present. No action may be taken at a meeting of the Board of Managers unless a quorum consisting of at least a majority of the members of the Board of Managers are present including at least two (2) DentaQuest Representatives. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

7. Action by Vote. Except as may be otherwise required by law, when a quorum is present at any meeting the vote of a majority of the Board Members, or, for any matters specified in the Agreement as requiring the approval of a Supermajority of the Board of Managers the vote of a Supermajority of the Board of Managers, will be the act of the Board of Managers.

8. Proxies. A Board Member may vote at a meeting of the Board of Managers or any committee thereof either in person or by proxy executed in writing by such Board Member. Proxies for use at any meeting of the Board of Managers or any committee thereof or in connection with the taking of any action by written consent will be filed with the Board of Managers, before or at the time of the meeting or execution of the written consent as the case may be.

9. Action Without a Meeting. Absent exigent circumstances, any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting, provided that at least three (3) days advance email or telephonic notice of the action to be taken is first given to all Managers of the Board, if at least the number of Board Members who would be required to approve or authorize such action at a meeting at which all Board Members entitled to vote thereon were present and voted consent thereto in writing or by electronic communication and such writing or writings are filed with the records of the meetings of the Board of Managers. Such consent will be treated for all purposes as the act of the Board of Managers.

10. Participation in Meetings by Conference Telephone. Board Members may participate in a meeting of the Board of Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation will constitute presence in person at such meeting.

11. Compensation. Each Board Member will be reimbursed for such Board Member's reasonable out-of-pocket expenses incurred in the performance of such Board Member's duties as a Board Member. Nothing contained in this Section 11 will be construed to preclude any Board Member from serving the Company in any other capacity and receiving reasonable compensation therefor.

12. Committees. The Board of Managers may, by vote of a majority of the whole board, (a) designate, change the membership of or terminate the existence of any committee or committees, each committee to consist of one or more of the Board Members, (b) designate one or more Board Members as alternate members of any such committee who may replace any absent or disqualified member at any meeting of the committee, provided that the requirements set forth in the foregoing clause (a) continue to be satisfied, and (c) determine the extent to which each such committee will have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Company, excepting, however, such powers which by law or by this Agreement they are prohibited from so delegating or relating to matters that require the approval of a Supermajority of the Board of Managers. In

the absence or disqualification of any member of such committee and his or her alternate, if any, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member, provided that the requirements set forth in the foregoing clause (a) continue to be satisfied. Except as the Board of Managers may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Managers or such rules, its business will be conducted as nearly as may be in the same manner as is provided by this Agreement for the conduct of business by the Board of Managers. Each committee will keep regular minutes of its meetings and report the same to the Board of Managers upon request. Each committee will include a majority of Board Members who are DentaQuest Representatives and at least one (1) Advantage Representative.

Exhibit 8.1

OFFICERS

1. Election. The officers may be elected by the Board of Managers at any time. At any time or from time to time the Board Members may delegate to any officer their power to elect or appoint any other officer or any agents.

2. Tenure. Each officer will hold office until his or her respective successor is chosen and qualified unless a shorter period will have been specified by the terms of his or her election or appointment, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified. Each agent will retain his or her authority at the pleasure of the Board of Managers, or the officer by whom he or she was appointed or by the officer who then holds agent appointive power.

3. Chair of the Board of Managers, President and Vice President. The Chair of the Board of Managers, if any, will have such duties and powers as will be designated from time to time by the Board of Managers. Unless the Board of Managers otherwise specifies, the Chair of the Board of Managers, or if there is none the President, will preside, or designate the person who will preside, at all meetings of Members and of the Board of Managers. Unless the Board of Managers otherwise specifies, the President will be the chief executive officer and will have direct charge of all business operations of the Company and, subject to the control of the Board of Managers, will have general charge and supervision of the business of the Company. Any Vice Presidents will have duties as will be designated from time to time by the Board of Managers, by the Chair of the Board of Managers or the President.

4. Treasurer and Assistant Treasurers. Unless the Board of Managers otherwise specifies, the Treasurer (or if no Treasurer is elected, the President) will be the chief financial officer of the Company and will be in charge of its funds and valuable papers, and will have such other duties and powers as may be designated from time to time by the Board of Managers, the Chair of the Board of Managers, or the President. If no Controller is elected, the Treasurer (or if no Treasurer is elected, the President) will, unless the Board of Managers otherwise specifies, also have the duties and powers of the Controller. Any Assistant Treasurers will have such duties and powers as will be designated from time to time by the Board of Managers, the Chair of the Board of Managers, the President or the Treasurer.

5. Controller and Assistant Controllers. If a Controller is elected, the Controller will, unless the Board of Managers otherwise specifies, be the chief accounting officer of the Company and be in charge of its books of account and accounting records, and of its accounting procedures. The Controller will have such other duties and powers as may be designated from time to time by the Board of Managers, the Chair of the Board of Managers, the President or the Treasurer. Any Assistant Controller will have such duties and powers as will be designated from time to time by the Board of Managers, the Chair of the Board of Managers, the President, the Treasurer or the Controller.

6. Secretary and Assistant Secretaries. The Secretary will record all proceedings of the Members and the Board of Managers in a book or series of books to be kept therefor and will file therein all actions by written consent of the Board of Managers. In the absence of the Secretary from any meeting, an Assistant Secretary, or if no Assistant Secretary is present, a temporary secretary chosen at the meeting, will record the proceedings thereof. The Secretary will keep or cause to be kept records, which will contain the names and record addresses of all Unit Holders. The Secretary will have such other duties and powers as may from time to time be designated by the Board of Managers, the Chair of the Board of Managers or the President. Any Assistant Secretaries will have such duties and powers as will be designated from time to time by the Board of Managers, the Chair of the Board of Managers, the President or the Secretary.

7. Vacancies. If the office of any officer becomes vacant, any person or body empowered to elect or appoint that officer may choose a successor. Each such successor will hold office for the unexpired term, and until his or her successor is chosen and qualified or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

8. Resignation and Removal. The Board of Managers may at any time remove any officer either with Cause or without Cause. The Board of Managers may at any time terminate or modify the authority of any agent. Any officer may resign at any time by delivering his or her resignation in writing to the Chair of the Board of Managers, the President or the Secretary or to a meeting of the Board of Managers. Such resignation will be effective upon receipt unless specified to be effective at some other time, and without in either case the necessity of its being accepted unless the resignation will so state.

EXHIBIT B

SEE ATTACHED

FIRST AMENDMENT TO APRIL 2015 RESTATED OPERATING AGREEMENT
of
ADVANTAGE CONSOLIDATED, LLC,
an Oregon Limited Liability Company

MEMBERS: Names and addresses of members are on file at the offices of the Company

EFFECTIVE DATE: ____________________, 2016

RECITALS

A. The original members formed a limited liability company as of the effective date under the Oregon Limited Liability Company Act ("Act") for the purpose of engaging in any lawful activity necessary or appropriate to conduct its business.

B. The original members adopted the original Operating Agreement effective June 23, 2007, and the agreement has been amended and restated subsequently. The most recent restatement was effective April 21, 2015 ("Operating Agreement").

C. At this time, the members desire to amend the Operating Agreement to condition the ability of members to transfer upon the approval of the Board of Advantage Community Holding Company, LLC, in connection with a Unit Purchase Agreement with DentaQuest, LLC, dated effective December 29, 2015.

D. The members delegated authority to the Board of Managers make this amendment by written ballot in December 2015, which was approved by 90.05 percent of the Company's outstanding Units. Accordingly, Board adopts this First Amendment to April 2015 Restated Operating Agreement on behalf of the members.

E. All capitalized words that are not capitalized for purposes of grammar and which are not defined in the text of this Amendment are defined terms with their definitions set forth in the Operating Agreement.

AMENDMENT

1. **Paragraph 9.1 Restated**. Paragraph 9.1 of the Operating Agreement is deleted in its entirety and the following new paragraph 9.1 is substituted:

9.1 Transfers. Subject to Paragraph 6.1 and Paragraph 9.2, any member owning Class A or Class B Units may at any time Transfer (as defined below) all or any portion of such member's Units to any member or members owning Class A or Class B Units for agreed consideration; provided, however, that, if a member is (or is owned or controlled by) a dentist who intends to continue to practice dentistry in the State of Oregon, such member must first, prior to any Transfer, obtain the prior express written consent of Advantage Community Holding Company, LLC, an Oregon limited liability company ("Holdings"), which consent Holdings may only withhold based on concerns regarding the adequacy of the network represented by the remaining members that Holdings has discussed with the Company. "Transfer" shall include voluntary or involuntary transfer, sale, redemption, or other disposition by a member, but shall exclude a transfer resulting from the death of a member (or the death of a qualifying dentist controlling the member). No other Transfer shall be permitted without the prior written consent of the Board, provided that prior to consenting to any redemption Transfer with respect to Units held by a member that is (or is owned or controlled by) a dentist who intends to continue to practice dentistry in the State of Oregon, the Board must first, obtain the express written consent of Holdings, which consent Holdings may only withhold based on concerns regarding the adequacy of the network represented by the remaining members that Holdings has discussed with the Company. In addition:

9.1.1 Any Class A Units transferred to an individual who does not qualify as an owner of Class A Units shall automatically become Class B Units.

9.1.2 Transfer of Class B Units to a member owning Class A Units automatically shall convert the transferred units into Class A Units.

9.1.3 This paragraph 9.1 shall not be amended or in any way altered via amendment by the Company without the prior express written consent of Holdings.

2. **Paragraph 9.2 Restated**. Paragraph 9.2 of the Operating Agreement is deleted in its entirety and the following new paragraph 9.2 is substituted:

9.2 Restrictions on Transfers. Except as expressly permitted under Paragraph 9.1, no member shall Transfer all or any portion of such member's Units. Any pledge or hypothecation of the Units as security for the payment of a debt shall not constitute a prohibited transfer if made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Paragraph 9.

3. **Confirmation of Other Provisions**. Except as modified above, the parties confirm and ratify all of the terms of the Operating Agreement. To the extent that there is an ambiguity or conflict between the Operating Agreement and this amendment, this amendment shall control, supersede, and prevail.

4. **Headings.** The headings, captions, and arrangements used in this amendment are for convenience only and shall not affect the interpretation of this amendment.

5. **Compliance.** This amendment is made pursuant to and in the accordance with the terms of the Operating Agreement and shall be binding upon all members.

6. Counterparts. This amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties. The parties hereto agree that facsimile and digitally or electronically transmitted portable document format (pdf.) signatures shall be deemed originals.

7. Severability. Any provision of this amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

8. Entire Agreement. This amendment and the Operating Agreement represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

9. Incorporation of Recitals. The recitals above are hereby incorporated herein by reference as if fully set forth in this Section 8.

10. Applicable Law. This amendment shall be governed by the laws of the State of Oregon as to all matters, including but not limited to matters of validity, construction, effect, and performance.

CERTIFICATION OF ADOPTION

In accordance with paragraph 3.15 of the Operating Agreement, any person dealing with the Company may rely upon a certificate signed by at least two managers as to the existence of any fact germane to the existence of the Company. The undersigned managers certify that this amendment was adopted in accordance with the terms of the Operating Agreement.

Managers

____

J. Kyle House, D.D.S., Chair

____

John L. Thomas, Vice-Chair

EXHIBIT C

SEE ATTACHED

WELLS FARGO BANK, NATIONAL ASSOCIATION

ESCROW AGREEMENT

This Escrow Agreement dated as of this [__] day of [__], 2016 (the "Escrow Agreement"), is entered into by and among DentaQuest, LLC, a Delaware limited liability company ("Buyer"), and Advantage Consolidated, LLC, an Oregon limited liability company ("Seller," and together with Buyer, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, a national banking association, as escrow agent ("Escrow Agent").

RECITALS

WHEREAS, on December [__], 2015, Buyer, Seller and Advantage Community Holding Company, LLC, an Oregon limited liability company and a wholly owned subsidiary of Seller (the "Company"), entered into a Unit Purchase Agreement (the "Purchase Agreement") pursuant to which the Buyer will purchase from the Seller 80% of the issued and outstanding units in the Company;

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement, provided however, the Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein;

WHEREAS, Section 2.03(a)(i) of the Purchase Agreement provides that, on the Closing Date, Buyer shall deposit into escrow cash in the amount of [redacted] (the "Escrow Property"), by wire transfer of immediately available funds to be held in accordance with the terms of this Escrow Agreement for the purpose of establishing a source of funds to secure all or a portion of the obligations of Seller to the Buyer arising out of the Purchase Agreement, including Article IX thereunder; and

WHEREAS, the Parties and the Escrow Agent desire to establish the terms and conditions pursuant to which the Escrow Property will be held and distributed.

In consideration of the promises and agreements of the Parties and the Escrow Agent and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. Upon execution hereof, the Buyer shall deliver to the Escrow Agent the Escrow Property. After the date hereof, Buyer, Seller, or their respective designees may, from time to time, deliver to the Escrow Agent additional immediately available funds for inclusion in the Escrow Property.

Section 1.2. Investment.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent written instruction jointly signed by Buyer and the Seller. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement in the absence of gross negligence or willful misconduct. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements from the Escrow Property.

(a) If, from time to time after the Closing and prior to the Final Release Date, Buyer determines that any Buyer Indemnitee is or may be entitled to indemnification arising out of the Purchase Agreement, including Article IX thereunder, and wishes to seek recovery against the Escrow Property, the Buyer shall provide written notice of any such claim (a "Claim") to the Escrow Agent and, contemporaneously with or promptly following such notice to the Escrow Agent, to Seller, in substantially the form attached hereto as Annex 1 (a "Claim Notice"), stating in reasonable detail, to the extent known, the nature of, and factual and legal basis for, any such claim for indemnification and providing a good faith estimate of the amount of such Claim.

(b) Seller shall have the right to dispute any Claim against the Escrow Property within ten (10) business days following receipt by Seller of a copy of a Claim Notice from the Buyer (the "Objection Period") by delivering to the Escrow Agent and the Buyer written notice in substantially the form attached hereto as Annex 2 (an "Objection Notice") that Seller disputes the matter(s) set forth in such Claim Notice, in whole or in part, either with respect to the validity or the amount of the Claim (or both). The Objection Notice shall include the basis, with reasonable specificity, of Seller's objection.

(c) If the Escrow Agent does not receive an Objection Notice from the Seller in accordance with Section 1.3(b) hereof following the expiration of the Objection Period, the Escrow Agent shall no later than three (3) business days after the Objection Period expires (or such earlier day as Seller shall authorize in writing to the Escrow Agent) distribute to the Buyer for its account or for the account of each other Buyer Indemnitee named in the Claim Notice, from the Escrow Property the amount specified in the Claim Notice.

(d) If the Escrow Agent receives a timely Objection Notice from Seller in accordance with Section 1.3(b) hereof, the Escrow Agent shall promptly (and in no event later than three (3) business days after the receipt of the Objection Notice) deliver to the Buyer from the Escrow Property any portion of the amount specified in the Claim Notice that is not in dispute therein, and the Escrow Agent shall take no further action with respect to the Claim that is the subject of such Claim Notice, except upon receipt of (i) a copy of a final and non-appealable judgment or decree (it being understood and agreed that the judgment or decree of a court shall be deemed final and non-appealable when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined) of any court of competent jurisdiction (as determined in accordance with the Purchase Agreement) determining that a Buyer Indemnitee is entitled to indemnification under the Purchase Agreement (a "Final Order") or (ii) joint written instructions from the Buyer and Seller in substantially the form attached hereto as Annex 3 (any such instructions are referred to herein as an "Instruction Letter"), in each case, directing the release and distribution of all or any portion of amounts subject to such Claim Notice. Upon the Escrow Agent's receipt of a Final Order, the Escrow Agent shall promptly (and in no event later than three (3) business days after receipt of the Final Order) pay the Buyer, for its account or for the account of each applicable Buyer Indemnitee, the amount provided in the Final Order

from the Escrow Property, with any amount subject to a Claim but not covered by such Final Order returned to the Escrow Property. Upon the Escrow Agent's receipt of an Instruction Letter, the Escrow Agent shall promptly follow the instructions contained therein. Any Final Order shall be accompanied by a certificate of the presenting party to the effect that such judgment is final and from a court of competent jurisdiction or administrative agency having proper authority, upon which certificate the Escrow Agent shall be entitled to conclusively rely without further investigation.

(e) If the amount necessary to satisfy (i) any Claim or portion thereof that is not the subject of an Objection Notice or (ii) any Claim or portion thereof that is the subject of (A) an Objection Notice and (B) either a Final Order or Instruction Letter is in excess of the Escrow Property, then the Escrow Agent shall deliver the full amount of the Escrow Property to the Buyer. The Escrow Agent shall in no way be responsible for any such excess.

(f) If any portion of the Escrow Property is to be delivered to the Buyer in accordance with the terms hereof, any such delivery obligation shall be satisfied by delivering cash to the Buyer. All disbursements and payments made by the Escrow Agent pursuant to this Escrow Agreement to the Buyer shall be made by wire transfer of immediately available funds in accordance with the wire instructions set forth on Annex 4 attached hereto, such updated Annex 4 or such other instructions as may be provided by the Buyer in writing to the Escrow Agent from time to time following the date hereof.

(g) All disbursements and payments made by the Escrow Agent pursuant to this Escrow Agreement to Seller shall be made by wire transfer of immediately available funds in accordance with the wire instructions set forth on Annex 5 attached hereto, such updated Annex 5 or such other instructions as may be provided by Seller in writing to the Escrow Agent from time to time following the date hereof.

Section 1.4. Release of the Escrow Property

(a) On the date that is one (1) business day following the date that is eighteen (18) months after the date hereof (the "Final Release Date"), unless otherwise jointly instructed in writing by the Buyer and Seller, the Escrow Agent shall transfer to Seller an amount equal to the remaining amount of the Escrow Property, less any amounts that as of the Final Release Date are subject to any Claim Notice delivered in accordance with Section 1.3 hereof.

(b) Notwithstanding anything to the contrary contained in this Escrow Agreement, at any time prior to final termination of this Escrow Agreement, the Escrow Agent shall, if so instructed in a writing signed by each of the Buyer and Seller, release from the Escrow Property to Seller, or to the Buyer, as directed, the amount of cash specified in such writing.

(c) The Escrow Agent shall not dispose of all or any portion of the Escrow Property other than as provided in this Escrow Agreement.

Section 1.5. Security Procedure For Funds Transfers. The Escrow Agent shall confirm each funds transfer instruction received in the name of a Party by means of the security procedure selected by such Party and communicated to the Escrow Agent through a signed certificate in the form of Exhibit B-1 or Exhibit B-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Escrow Agreement. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only by a writing signed on behalf of a Party by an authorized representative of the Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or B-2 or a rescission of an existing Exhibit B-1 or B-2 is delivered to the Escrow Agent by an entity that is a

successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Party under this Escrow Agreement.

Each Party understands that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.6. Income Tax Allocation and Reporting. (a) The Parties agree that, for federal, state and local income tax purposes, Seller shall be treated as owner of the Escrow Property and thus, in computing Seller's income tax liability, Seller will take into account all interest or other income from the investment of the Escrow Property, whether or not such income was disbursed during a taxable year.

(b) Prior to the Closing, the Parties shall provide the Escrow Agent with appropriate forms W-9 (which shall include tax identification numbers) or W-8 and such other forms and documents that the Escrow Agent may reasonably request that are necessary for the Escrow Agent to determine its withholding obligation. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property unless such tax, late payment, interest, penalty or other expense was caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.6(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 1.7. Termination. Upon the disbursement and release of all of the Escrow Property in accordance with Sections 1.3 and 1.4 hereof, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.6, 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the

escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in good faith in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent solely in connection with the transactions contemplated by this Escrow Agreement, except to the extent constituting gross negligence or willful misconduct by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in good faith in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns, except to the extent constituting gross negligence or willful misconduct by the Escrow Agent. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority, except to the extent constituting bad faith, gross negligence or willful misconduct by the Escrow Agent. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable attorneys' fees and expenses or other reasonable professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW

AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to promptly deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid 50% by the Buyer (via a direct payment to the Escrow Agent) and 50% by Seller (via a direct payment to the Escrow Agent) on the date hereof. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent, upon the direction of the Parties, renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If the Escrow Agent is authorized to make disbursements pursuant to this Escrow Agreement and fees, expenses and unsatisfied indemnification rights are deemed payable to the Escrow Agent pursuant to this Escrow Agreement, the Escrow Agent is hereby granted a prior lien and is hereby granted the right to set off and deduct any such unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property that remain unpaid for a period of thirty (30) calendar days after providing the Parties with an invoice of such amounts.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the Parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt (based on its reasonable judgment) as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Property until the Escrow Agent (i) receives a Final Order directing delivery of the Escrow Property, (ii) receives an Instruction Letter directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such Final Order or Instruction Letter, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other out-of-pocket costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any

corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, sabotage, epidemic, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, accidents, labor disputes, acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4
MISCELLANEOUS

Section 4.1. Successors and Assigns.

(a)

This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

(b)

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, claims, demands and other communications under this Escrow Agreement will be in writing and will be deemed given if delivered personally, sent by overnight courier (providing proof of delivery) or via facsimile (providing proof of delivery) to the parties at the

addresses (or at such other address for a party as specified by like notice) set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to the Buyer:

DentaQuest, LLC
[465 Medford Street
Boston, MA 02109
Facsimile:617-886-1390
E-mail: james.hawkins@greatdentalplans.com
Attention: James Hawkins,
Vice President and Deputy General Counsel]

with a copy, which shall not constitute notice, to:

DLA Piper LLP (US)
200 S. Biscayne Blvd.
25th Floor
Miami, FL 33137
Facsimile: 305-675-6329
E-mail: joshua.kaye@dlapiper.com
Attention: Joshua Kaye, Esq.

If to Seller:

Advantage Consolidated, LLC
442 SW Umatilla Avenue, Suite 200
Redmond, OR 97756
Facsimile: 617-886-1390
E-mail: [__________]
Attention: [__________]

with copy, which shall not constitute notice, to:

Watkinson Laird Rubenstein, P.C.
425 SE Jackson
Roseburg, OR 97470
Facsimile: 541-672-0977
E-mail: dsimmons@wlrlaw.com
Attention: Derek D. Simmons

If to the Escrow Agent:

Wells Fargo Bank, National Association
150 East 42nd Street 40th Floor
New York, NY 10017
Attention: Donna Nascimento; Corporate, Municipal and Escrow Solutions
Telephone: (917) 260 1552
Facsimile: (917) 260 1592
E-mail: donna.nascimento@wellsfargo.com

Section 4.4. Choice of Law/Consent to Jurisdiction. All disputes, claims or controversies arising out of or relating to this Escrow Agreement, or the negotiation, validity or performance of this Escrow

Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the State of Delaware. Each of the Parties and the Escrow Agent hereby agrees that any claim, suit or proceeding arising out of or relating to this Escrow Agreement, or the negotiation, validity or performance of this Escrow Agreement, or the transactions contemplated hereby shall be brought or otherwise commenced exclusively in the federal or state courts located in the City of Wilmington, State of Delaware (and any appropriate courts with appellate jurisdiction therefrom). Each of the Parties and the Escrow Agent: (i) expressly and irrevocably consents and submits to the exclusive jurisdiction of each federal and state court located in the City of Wilmington, State of Delaware (and any appropriate courts with appellate jurisdiction therefrom); (ii) agrees that each federal and state court located in the City of Wilmington, State of Delaware (and any appropriate courts with appellate jurisdiction therefrom) shall be deemed to be a convenient forum; and (iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such claim, suit or proceeding commenced in any federal or state court located in the City of Wilmington, State of Delaware, any claim that such person is not subject personally to the jurisdiction of such court, that any such claim, suit or proceeding has been brought in an inconvenient forum, that the venue of such claim, suit or proceeding is improper or that this Escrow Agreement or the subject matter of this Escrow Agreement may not be enforced in or by such court.

Section 4.5. Entire Agreement. This Escrow Agreement sets forth the entire agreement and understanding of the Parties and the Escrow Agent related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each of the Parties and the Escrow Agent, or in the case of a waiver, the party waiving compliance.

Section 4.7. Waivers. For the purposes of this Escrow Agreement and all agreements executed pursuant hereto, no course of dealing between or among any of the Parties and the Escrow Agent and no delay on the part of any such person in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. Waiver of any term or condition of this Escrow Agreement by a Party or the Escrow Agent shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition by such person, or a waiver of any other term or condition of this Agreement by such person. A waiver by a Party or the Escrow Agent of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. This Escrow Agreement may be executed and delivered by facsimile or e-mail transmission with the same effect as if a manually signed original was personally delivered.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Buyer:

DENTAQUEST, LLC

By: ___________________________
Name:
Title:

[Signature Page to Escrow Agreement]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Seller:

ADVANTAGE CONSOLIDATED, LLC

By: ______________________________
Name:
Title:

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Escrow Agent:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: ______________________________
Name:
Title:

[Signature Page to Escrow Agreement]

EXHIBIT A

Agency and Custody Account Direction
For Cash Balances
Wells Fargo Money Market Deposit Accounts

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this EXHIBIT A is attached.

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association:

Wells Fargo Money Market Deposit Account (MMDA)

I understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of $250,000.

I acknowledge that I have full power to direct investments of the Account.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

____________________________ ____________________________

EXHIBIT B-1

Buyer certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Buyer, and that the option checked in Part III of this Exhibit B-1 is the security procedure selected by Buyer for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Buyer.

Buyer has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-1, Buyer acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Buyer.

NOTICE: The security procedure selected by Buyer will not be used to detect errors in the funds transfer instructions given by Buyer. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Buyer take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Buyer

Name	Title	Telephone Number	E-mail Address	Specimen Signature
________	________	________	________	________
________	________	________	________	________

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
________	________	________	________
________	________	________	________

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *Option 1. Confirmation by telephone call-back*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *Option 2. Confirmation by e-mail*. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1. Buyer understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Buyer further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ **Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If Buyer wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If Buyer chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ **Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of ___________, 2016.

DentaQuest, LLC

By:____________________________
Name:
Title:

EXHIBIT B-2

Seller certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Seller, and that the option checked in Part III of this Exhibit B-2 is the security procedure selected by Seller for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Seller.

Seller has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-2, Seller acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Seller.

NOTICE: The security procedure selected by Seller will not be used to detect errors in the funds transfer instructions given by Seller. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Seller take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Buyer

Name	Title	Telephone Number	E-mail Address	Specimen Signature
________	________	________	________	________
________	________	________	________	________

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
________	________	________	________
________	________	________	________

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *Option 1. Confirmation by telephone call-back*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2.

☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *Option 2. Confirmation by e-mail*. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2. Seller understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Seller further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ **Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If Seller wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If Seller chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ **Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of ____________, 2016.

Advantage Consolidated, LLC

By:______________________________

Name:
Title:

EXHIBIT C

To be provided

Annex 1

CLAIM NOTICE

Wells Fargo Bank, National Association
150 East 42nd Street 40th Floor
New York, NY 10017
Attention: Donna Nascimento; Corporate, Municipal and Escrow Solutions

Ladies and Gentlemen:

The undersigned, pursuant to Section 1.3(b) of the Escrow Agreement, dated as of [•], 2016 by and among DentaQuest, LLC, a Delaware limited liability company ("Buyer"), and Advantage Consolidated, LLC, an Oregon limited liability company ("Seller," and together with Buyer, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, a national banking association, as escrow agent ("Escrow Agent") (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby provides notice that the Buyer [if applicable, on behalf of ________] is or may be entitled to indemnification pursuant to the Purchase Agreement in an amount equal to $_______ (the "Claimed Amount"). The [Buyer] further provides notice that the nature of the Claim is as follows: [__________].

Unless you receive a timely Objection Notice (as defined in the Escrow Agreement) from Seller in accordance with the Escrow Agreement, you are hereby instructed to release and pay, in accordance with the Escrow Agreement, the Claimed Amount from the Escrow Account to [__________] (for payment by such parties to ______) by method of [include wire instructions / check].

Dated: _______, 20__.

DentaQuest, LLC

By: ______________________________
Name:
Title:

cc: Seller

Annex 2

OBJECTION NOTICE

Wells Fargo Bank, National Association
150 East 42nd Street 40th Floor
New York, NY 10017
Attention: Donna Nascimento; Corporate, Municipal and Escrow Solutions

Ladies and Gentlemen:

The undersigned, pursuant to Section 1.3(c) of the Escrow Agreement, dated as of [•], 2016 by and among DentaQuest, LLC, a Delaware limited liability company ("Buyer"), and Advantage Consolidated, LLC, an Oregon limited liability company ("Seller," and together with Buyer, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, a national banking association, as escrow agent ("Escrow Agent") (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby:

(a) concedes liability [in whole for] [in part in respect of $____ of] the Claimed Amount (the "Conceded Amount"), referred to in the Claims Notice dated ________, 20__; [and] [or]

(b) denies liability [in whole for] [in part in respect of $____ of] the Claimed Amount referred to in the Claims Notice dated ________, 20__.

Attached hereto is a description of the basis for the foregoing.

Dated: _______, 20__.

Advantage Consolidated, LLC

____

cc: Buyer

Annex 3

INSTRUCTION LETTER

Wells Fargo Bank, National Association
150 East 42nd Street 40th Floor
New York, NY 10017
Attention: Donna Nascimento; Corporate, Municipal and Escrow Solutions

Ladies and Gentlemen:

The undersigned, pursuant to Section 1.3(e) of the Escrow Agreement, dated as of [•], 2016 by and among DentaQuest, LLC, a Delaware limited liability company ("Buyer"), and Advantage Consolidated, LLC, an Oregon limited liability company ("Seller," and together with Buyer, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, a national banking association, as escrow agent ("Escrow Agent") (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby jointly:

(a) provide notice that [a portion of] the Claimed Amount with respect to the matter described in the attached in the amount of $[________] (the "Conceded Amount"), is owed to [________]; and

(b) instruct you to promptly pay to [________] from the Escrow Property $_______ [insert amount pursuant to paragraph (a)] as soon as practicable following your receipt of this notice and, in any event, no later than three (3) business days following the date hereof.

Dated: _______, 20__.

DentaQuest, LLC	**Advantage Consolidated, LLC**
By: ________________	By: ________________
Name: ________________	Name: ________________
Title: ________________	Title: ________________

Annex 4

WIRE INSTRUCTIONS (BUYER)

If to the Buyer:

Account Name:
[____________]
[____________]
[____________]

Account Number: [____________]

ABA: [____________]

[____________]
[____________]

Annex 5

WIRE INSTRUCTIONS (SELLER)

If to the Seller:

Account Name:
[____________]
[____________]
[____________]

Account Number: [____________]

ABA: [____________]

[____________]
[____________]

EXHIBIT 2.06 (d)

SEE ATTACHED

REDACTED

SCHEDULE A

ACCELERATION EVENT

1. DentaQuest Administrative Services, LLC
2. DentaQuest of Arizona, LLC
3. DentaQuest of Georgia, LLC
4. DentaQuest of Illinois, LLC
5. DentaQuest of Kentucky, LLC
6. DentaQuest of Maryland, LLC
7. DentaQuest Minnesota, LLC
8. DentaQuest of New Jersey, LLC
9. DentaQuest of New Mexico, LLC
10. DentaQuest IPA of New York, LLC
11. DentaQuest of New York, LLC
12. DentaQuest of Tennessee, LLC
13. DentaQuest of Florida, Inc.
14. DentaQuest USA Insurance Company, Inc.
15. DSM USA Insurance Company, Inc.
16. Pacific Dental Network, Inc.
17. California Dental Network, Inc.

SCHEDULE I

SELLER'S KNOWLEDGE

Mike Shirtcliff, DMD, President & Chief Strategic Officer
Kyle House, DDS, Board Chair
Tom Tucker, Chief Executive Officer
Tamara Kessler, VP, General Counsel & Compliance Officer
Jeanne Dysert, Chief Operating Officer
Tony Hill, Corporate Accountant
Charles Fischer, Director of IT

SCHEDULE II

WORKING CAPITAL

See attached.

ADVANTAGE - NET WORKING CAPITAL CALCULATION

	Account Name	Account Number
CURRENT ASSETS		
	+ Accounts Receivable	10500
	+ Bad Debt Reserve	10501
	+ AR Related Companies	10540
	+ Due from EE & Board Mbrs	10530
	+ Employee Advances	10600
	+ Interest Receivable	10620
	+ Healthcare Receivables	10630
	+ Deposits	10750
	+ Prepaid Expenses	10700
	+ Prepaid Property Taxes	10705
	+ Prepaid Phone Lease	10704
	+ Prepaid Rent	10706
	+ Prepaid SAIF Premiums	10710
	+ Prepaid Idaho WC Ins	10715
	+ Prepaid Electric	10720
CURRENT LIABILITIES		
	- Accounts Payable	20100
	- Accounts Payable - Accrued	20150
	- PS Account	20175
	- Prepaid Dental Programs	20210
	- Capitation Payable	20250
	- Accrued Property Taxes	20620
	- Income Taxes Payable	20635
	- IBNR Claims	20650
	- On Call Payable	20660
	- Withhold Payable Capitation	20670
	- Withhold Payable Claims	20680
	- Payroll Liabilities	20600
	- Accrued PTO Liability	20610
	= Net Working Capital	

SCHEDULE 5.10

LEASE RENEWALS

Company Party	Clinic	Leased From	Termination Date
Advantage Clinic Prosperities, LLC	Bandon	Soper Enterprises, LLC	7/31/16
Advantage Clinic Prosperities, LLC	Corvallis	Crystal Theater Properties	12/31/15
Advantage Clinic Prosperities, LLC	Eugene 8th	Margolis Family Limited Partnership	7/31/16
Advantage Clinic Prosperities, LLC	Sisters	Moen Family, LLC	02/01/16
Advantage Clinic Prosperities, LLC	Tigard	Atherton Realty Partnership	5/31/16

SCHEDULE 7.01(a)

GOVERNMENTAL APPROVALS

Oregon Health Authority, Oregon Insurance Division, Washington Insurance Division, Idaho Insurance Division, Hawaii Insurance Division, Federal Trade Commission, and the Antitrust Division of the Department of Justice.

SCHEDULE 7.02(g)

REDACTED

SCHEDULE 7.02(o)

OWNED REAL PROPERTY

(i) Street Address	RMV per the Property Assessor
2381 Northeast Conners Avenue, Bend, OR 97701	$1,067,100
300 Tatone Street, Boardman, OR, 97818	$116,270
1775 E Main Street, Cottage Grove, OR 97424	$406,848
1740 West 17th Avenue, Eugene, OR 97401	$1,351,468
143 North Main Street, Heppner, OR 97836	$222,800
750 W. Main St., John Day, OR 97845	$190,110
2530 Shasta Way, Klamath Falls, OR 97601	$328,100
172 East 3rd Street, Lowell, OR 97452	$96,013
2952 Lazy Creek Drive, Medford, OR 97504	$835,760
2157 Broadway, North Bend, OR 97459	$248,880
324 SW 7th Street, Newport, OR 97365	$354,630
97829 Shopping Center Avenue, Brookings, OR 97415	$350,180
215 Curtis Avenue, Coos Bay, OR 97420	$237,710
816 S. 2nd Street, Lebanon, OR 97355	$348,850
121 South West 5th Street, Canyonville, OR 97417	$200,892
409 1st Avenue W. and, 411 1st Avenue NW, Albany, OR97321	$269,300
112 NE 5th Ave., Milton-Freewater, OR 97862	$266,980
155 North Umpqua Street, Sutherlin, OR 97479	$153,060
16461 William Foss Rd. LaPine, OR 97739	$375,050
442 SW Umatilla Ave., Redmond, OR 97756; (Headquarters) 2754 SW 6th Street, Redmond, OR 97756- Lot 1 (Lot 00322) 2754 SW 6th Street, Redmond, Or 97756 - Lot 2 (Lot00321)	$1,031,340 $97,420 $91,010
257 NE 2nd Street, Prineville, OR 97754	$358,000

SCHEDULE 9.02(g)

1. Item (j) on Schedule 3.22(a) of the Disclosure Schedules.
2. The reclassification by a Company Party of any Provider Relations/CSR employee from exempt to non-exempt.
3. Any failure of a Company Party to comply with the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 and official guidance issued thereunder, including any liability under Section 4980H or 4980D of the Code, due to any failure to offer full-time employees and their dependents group health plan coverage.