

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. The parties to this Settlement Agreement and Release (“Agreement”) are (i) the State of Texas (“State” or “Texas”), (ii) Relator Yolanda Gardner (“Relator Gardner”), (iii) Relator Mary Espinoza (“Relator Espinoza”) (relators, collectively, “Relators”), and (iv) Defendants Trung Tang, Chris Villanueva, Mauricio Dardano, Gabriel Shahwan, Akhil Reddy, and Frank Villanueva (collectively, the “Individual Defendants”); MB2 Dental Solutions, LLC, Dental Professionals of Texas, PLLC, Archstone Dental-Hulen, PLLC, Archstone Dental, PLLC, Archstone Dental-Beach, PLLC, Archstone Dental-Weatherford, PLLC, Archstone Dental-Granbury, PLLC, Bliss Dental-Midland, PLLC, Bliss Dental, PLLC, Bliss Dental-Lubbock, PLLC, Crescent Dental-San Marcos, PLLC, Crescent Dental, PLLC, Crescent Dental-Ingram, PLLC, Dental Central, PLLC, Dental Family Circle, PLLC d/b/a Forney Wellness Dental, DFW Family Dental Centers, PLLC, DFW FDC Redbird, PLLC, Element Dental, PLLC, Element Dental-Bryan, PLLC, Element Dental-Conroe, PLLC, Element Dental-Humble, PLLC, Element Dental-Spring, PLLC, Element Dental-Tomball, PLLC, Fresh Dental, PLLC, Fresh Dental-Longview, PLLC, Galaxy Dental, PLLC, Gulfside Dental-Beaumont, PLLC, Legend Dental, PLLC, Legend Dental-Georgetown, PLLC, MB2 Dental Solutions, LLC, Peppermint Lewisville, PLLC, Peppermint Dental, PLLC, Peppermint Dental-McKinney, PLLC, Peppermint

Dental-Greenville, PLLC, Peppermint Dental-Sherman, PLLC, Picasso Dental, PLLC, Picasso Dental-Mansfield, PLLC, Picasso Dental-Corsicana, PLLC, Sage Dental, PLLC, Sage Dental-Deer Park, PLLC, Sage Dental-Pasadena, PLLC, Sage Dental-Pearland, PLLC, Spearmint Dental, PLLC, Spearmint Dental-Wichita Falls, PLLC, Tide Dental, PLLC, Tide Dental-Corpus Christi, PLLC, Vida Dental, PLLC, Viva Orthodontics, PLLC, and Wow Dental, PLLC, PLLC (collectively, the “MB2 Defendants”). In this Agreement, the State, Relators, and MB2 Defendants are each individually referred to as a “Party” and collectively referred to as the “Parties.”

B. Relator Gardner filed the following *qui tam* action against certain of the MB2 Defendants:

1. *State of Texas ex rel. Yolanda Gardner v. Dental Professionals of Texas LLC et al.*, Cause No. D-1-GV-12-000655, 200th Judicial District, Travis County, TX

Relator Espinoza filed the following *qui tam* action against certain of the MB2 Defendants:

2. *State of Texas ex rel. Mary Espinoza v. Dental Professionals of Texas LLC et al.*, Cause No. D-1-GV-12-000660, 353rd Judicial District, Travis County, TX

C. This Agreement is the result of the Parties’ compromise on disputed issues of fact and law concerning the Covered Conduct (defined in section II) and is neither an admission of facts or liability by MB2 Defendants nor a concession by

the State and Relators that their allegations and claims are not well-founded.

D. As a result of a mutual desire to settle their disputes and to avoid the delay, expense, inconvenience, and uncertainty of protracted investigation or litigation of the State's and Relator's claims concerning the Covered Conduct, the Parties have reached a full and final settlement of the State's and Relator's claims, as set forth in this Agreement.

E. The MB2 Defendants have denied and continue to deny the State's and Relator's allegations or any wrongdoing the State and Relators allege concerning the Covered Conduct.

F. Contemporaneously with this Settlement Agreement, the MB2 Defendants are resolving a federal *qui tam* lawsuit, *U.S. and State of Texas, New Mexico and Louisiana ex rel. Veronica Garcia v. Dental Professionals of Texas et al.*, Civil Action No. 3:12-cv-02126-P, Northern District of Texas, Dallas Division, pursuant to a settlement agreement among the United States, Texas, the federal *qui tam* relator, and the MB2 Defendants. It is the agreement and the intent of the Parties to this settlement agreement, and the United States that the MB2 Defendants will pay the sum of \$8,450,000 (the "settlement amount") to resolve all three lawsuits.

G. The State has concluded that this Agreement is in the public interest.

H. The Relators conclude that this Agreement is fair, adequate, and reasonable under the circumstances.

I. This Agreement becomes effective on the Effective Date (defined in section

II).

II. DEFINITIONS

This Agreement uses the following definitions:

A. "Released Parties" collectively means the MB2 Defendants and each of the MB2 Defendants' respective past, present, and successor holding companies, parents, subsidiaries, affiliates, entities, divisions, officers, directors, members, partners, limited partners, principals, assigns, representatives, employees, agents, servants, owners, shareholders, insurers, and attorneys.

B. "Covered Conduct" means conduct the MB2 Defendants allegedly engaged in, as alleged in Relators' Lawsuits, from January 1, 2009 through December 31, 2014, including:

1. Knowingly making, or causing to be made, false statements and misrepresentations of material fact to the Texas Medicaid program, and by concealing, or failing to disclose the truth to the Texas Medicaid program in one or more of the following ways:
 - a. Submitting claims for single-surface fillings billed under procedure code D2391 and D2391a that were not provided and/or not coded appropriately; and
 - b. Concealing, or otherwise failing to disclose, the actual services provided when billing for procedure code D2391 and D2391a.
2. Knowingly paying, charging, soliciting, accepting, or receiving, in

addition to an amount paid under the Medicaid program, a gift, money, a donation, or other consideration as a condition to the provision of a service or product or the continued provision of a service or product if the cost of the service or product is paid for, in whole or in part, under the Medicaid program by submitting claims for reimbursement to Texas Medicaid that were tainted by remuneration provided by the MB2 Defendants to beneficiaries and their families, marketers, and marketing entities.

3. Making claims under the Medicaid program and knowingly failing to indicate the type of license and the identification number of the licensed health care provider who actually provided the service, by submitting claims for reimbursement to Texas Medicaid using the Texas Provider Identification Number of a dentist other than the dentist who provided the actual dental service.

C. "Effective Date" means the date of signature of the last signatory to this Agreement.

D. "Lawsuits" means Relators' live petitions filed as *State of Texas ex rel. Yolanda Gardner v. Dental Professionals of Texas LLC et al.*, Cause No. D-1-GV-12-000655, 200th Judicial District, Travis County, TX; and *State of Texas ex rel. Mary Espinoza v. Dental Professionals of Texas LLC et al.*, Cause No. D-1-GV-12-000660, 353rd Judicial District, Travis County, TX.

E. "Specified Time Period" means January 1, 2009 through December 31, 2014.

F. "TMFPA" means the Texas Medicaid Fraud Prevention Act, Tex. Hum. Res. Code ch. 36.

III. AGREEMENT

NOW, THEREFORE, in reliance on the representations in this Agreement;¹ in consideration of the mutual promises, covenants, and obligations set forth in this Agreement; and for good and valuable consideration as stated in this Agreement, the Parties agree as follows:

A. The foregoing Definitions and Preamble are incorporated herein.

B. The MB2 Defendants shall make payment in full to the United States and State of Texas the total sum of EIGHT MILLION, FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$8,450,000) (the "Settlement Amount") within thirty business days of the Effective Date. The MB2 Defendants shall pay the Settlement Amount in accordance with wiring instructions provided by the United States Department of Justice.

1. The Parties understand and agree that no portion of the Settlement Amount shall be allocated, attributed to, or characterized as the payment of fines, penalties, or other punitive assessments. In all other respects, MB2 Defendants expressly acknowledge and agree that they are not entitled to direct or influence the manner in which

¹ This Agreement incorporates by reference the related Settlement Agreement entered into by the United States, the State of Texas, Relator Veronica Garcia, and the MB2 Defendants in settlement of the claims at issue in *United States of America and the State of Texas ex rel. Garcia v. Villanueva, et al.*, No. 3:12-CV-2126 (N.D. Tex.),

the State and the United States allocate the Settlement Amount.

2. The State and the United States Government will allocate the Settlement Amount among themselves and the state and federal relators in accordance with state and federal law.
3. The MB2 Defendants agree to submit to the jurisdiction of Texas courts in any proceeding to enforce this Agreement.

C. Subject to Paragraph F below and in exchange for the consideration described herein (including payment in full of the Settlement Amount), the State, as of the Effective Date, fully and finally, and to the greatest extent allowed by law, releases, discharges, and covenants not to sue the Released Parties for any civil, regulatory, and/or administrative claim, action, suit, demand, right, cause of action, liability, judgment, damage, or proceeding (including damages, attorneys' fees, penalties, costs, and expenses of every kind and however denominated) the State has, may have, has asserted, or could assert in the future under any source of law, contract, in equity or other right, for the Covered Conduct. In addition, the Parties agree that the payment of the Settlement Amount fully discharges the Released Parties from any obligation to the State to pay restitution, damages, penalties, or fines to the State for the Covered Conduct. In addition, the State agrees that it will not initiate, prosecute, direct, recommend, or maintain any action or other proceeding, including by way of example and not limitation, civil investigative demands, against the Released Parties arising from the Covered Conduct on behalf of itself or the United States. In addition,

the State agrees that it will not initiate, prosecute, direct, recommend, or maintain any action or proceeding against the Released Parties seeking exclusion from the Texas Medicaid Program or any other administrative action or sanction arising from the Covered Conduct. Excluding documents, data, and information identified in paragraph X of this Agreement, this Agreement does not prevent the State from discussing, communicating, or sharing information with other states or federal agencies.

D. In addition, Subject to Paragraph F below and in exchange for the consideration described herein (including payment in full of the Settlement Amount), the Relators, as of the Effective Date, fully and finally, and to the greatest extent allowed by law, release, discharge, and covenant not to sue the Released Parties for any civil, regulatory, and/or administrative claim, action, suit, demand, right, cause of action, liability, judgment, damage, or proceeding (including damages) the Relators have (except for their right to attorneys' fees, costs and expenses as set forth in Section F below), may have, have asserted, or could assert in the future under any source of law, contract, in equity or other right, for the Covered Conduct.

E. The MB2 Defendants will fully and finally release the State and Relators from any claims based on events occurring prior to the Effective Date (including attorneys' fees, costs, and expenses of every kind and however denominated) which the MB2 Defendants have asserted, could assert, or may assert in the future against the State arising from the Covered Conduct and the State's

investigation thereof.

F. Notwithstanding any other terms of this Agreement, including the releases in Paragraphs C, D and E above, any and all of the following are specifically reserved and excluded from the scope and terms of this Agreement, and from the scope and terms of the Releases, as to any entity or person, including the Parties:

1. Any liability based upon an obligation created by this Agreement;
2. Any liability based upon an express or implied product or service warranty claim or for defective or deficient products or services the MB2 Defendants provided;
3. Any liability that any person or entity, including any Released Entities, has or may have to the State, individual consumers, or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph C above, including but not limited to, liability for any and all of the following: (i) state or federal antitrust violations; or (ii) unfair or deceptive acts and practices or violations of consumer protection laws;
4. The subrogation rights to claims for personal injury or property damage arising from usage of the MB2 Defendants' products by a participant in the Medicaid Program;
5. Any liability based on a failure to deliver products or services due;
6. Any liability for personal injury or property damage or for other

consequential damages arising from the Covered Conduct;

7. Any criminal liability not specifically released by this Agreement or through a non-prosecution agreement;
8. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code) or any state tax or revenue law;
9. Any liability which the State may assert on behalf of any other payors or insurers, including those that the State Medicaid program pays on a capitated basis;
10. Any liability to the State for any conduct other than the Covered Conduct.
11. Relators' statutory right to attorney's fees, costs and expenses under Section 36.110 of the TMFPA.

G. The State hereby agrees that this Agreement, and any and all negotiations, documents, and discussions associated with this Agreement shall be without prejudice to the rights of any Party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Released Parties or of the truth or the infirmity of any of the claims or allegations of the State, and evidence thereof shall not be discoverable or used directly or indirectly by the State in any way (except that the provisions of this Agreement may be used by the Parties to enforce its terms), whether in Texas or in any other forum. The State agrees it will not urge or seek to admit

this Agreement as evidence of any fault or liability of the Released Parties in any investigation, administrative claim, action, suit or proceeding, or federal or state court or arbitration proceeding unless ordered to do so by a state court, federal court, or arbitration panel.

H. Within ten (10) days of the Effective Date, the State and Relators shall move to dismiss with prejudice the Lawsuits, and release the Released Parties from any and all obligations, responsibilities, and demands contained therein.

I. The State represents to the MB2 Defendants, subject only to the rights possessed by the United States, that no interest in any claim herein released has been assigned by it to any third party.

J. Nothing in this Agreement is a waiver of the State's Sovereign Immunity, except as to a proceeding to enforce this Agreement.

K. Any Party may enforce the terms of this Agreement in the District Courts of Travis County, Texas, which shall have exclusive jurisdiction and venue over any such action.

L. This Agreement, including all exhibits, constitutes the complete agreement between the Parties with regard to the settlement of the Covered Conduct. This Agreement may not be amended or modified except by a writing signed by all Parties.

M. Each Party will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

N. This Agreement shall be governed by the laws of the State of Texas.

O. This Agreement shall be construed and interpreted to effectuate the Parties' intent, which is to resolve completely the State's and Relators' allegations and claims in connection with the Covered Conduct with respect to the MB2 Defendants.

P. None of the Parties to this Agreement shall be considered the drafter of this Agreement or of any included provision for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

Q. The MB2 Defendants expressly warrant that they have reviewed their financial condition and that the MB2 Defendants are currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment of the Settlement Amount and compliance with this Agreement.

R. Each Party represents that it freely and voluntarily enters this Agreement without any degree of duress whatsoever.

S. Unless otherwise stated in writing subsequent to the Effective Date, all notifications and communications made pursuant to this Agreement shall be submitted to the persons or entities listed below:

1. The State of Texas, for all purposes:

Office of the Attorney General of Texas
Raymond C. Winter
Chief, Civil Medicaid Fraud Division
P.O. Box 12548
Austin, Texas 78711-2548
Phone: (512) 936-1709

Fax: (512) 499-0712
Email: raymond.winter@oag.texas.gov

2. Relator Gardner, for all purposes:

Law Office of James R. Tucker, P.C.
James "Rusty" Tucker
3100 Drexel Drive
Dallas, Texas 75205
Phone: (214) 505-0097
rusty@rustytuckerlaw.com

3. Relator Espinoza, for all purposes:

Law Office of James R. Tucker, P.C.
James "Rusty" Tucker
3100 Drexel Drive
Dallas, Texas 75205
Phone: (214) 505-0097
rusty@rustytuckerlaw.com

4. MB2 Defendants, for all purposes:

MB2 Dental Solutions
Attn: Justin Puckett
2403 Lacy Lane
Carrollton, Texas 75006
(972) 869-3789

T. The Parties have read the Agreement and accept and agree to the provisions contained herein and have caused this Agreement to be signed as of the day and date adjacent to their respective signatures. The individuals signing this Agreement on behalf of the MB2 Defendants represent and warrant that the MB2 Defendants authorize those individuals to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement

and to compromise the claims of the State. The Texas Health and Human Services Commission (“HHSC”) Executive Commissioner concurs with the aspects of this Agreement that are within his authority.

U. The Parties represent and acknowledge that in entering into this Agreement they are not relying on any promises or representations other than those expressly set forth in this Agreement and its exhibits.² The Parties understand, acknowledge, and agree that (i) they have each performed an independent investigation of the allegations of fact and law regarding the Covered Conduct; and (ii) they each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the Parties’ intention to resolve their disputes pursuant to the terms of this Agreement and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and the Agreement shall not be subject to rescission or modification by reason of any change or difference in facts or law.

V. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other

² Excepting the related Settlement Agreement entered into by the United States, the State of Texas, Relator Veronica Garcia, and the MB2 Defendants in settlement of the claims at issue in *United States of America and the State of Texas ex rel. Garcia v. Villanueva, et al.*, No. 3:12-CV-2126 (N.D. Tex.), incorporated by reference herein.

breach, whether prior to, subsequent to, or contemporaneously with this Agreement.

W. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Faxed and portable document format ("PDF") signatures will suffice.

X. Each Party agrees to perform such further acts and to execute and to deliver such further documents as may reasonably be necessary to carry out this Agreement.

Y. The Parties agree that within 90 days of payment of the Settlement Amount, they shall return to the producing Party all documents, data, and other information produced in connection with the State's investigation of the Covered Conduct.

**STATE OF TEXAS
Office of the Attorney General**

By:

Date:

Raymond C. Winter
Chief, Civil Medicaid Fraud Division
Assistant Attorney General
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

**RELATOR YOLANDA GARDNER
c/o Rusty Tucker**

By:

Date:

[Name]
[Position]
[Address]
[City, State ZIP]

**RELATOR MARY ESPINOZA
c/o Rusty Tucker**

By:

Date:

[Name]
[Position]
[Address]
[City, State ZIP]

**TEXAS HEALTH & HUMAN SERVICES
COMMISSION**

By:

Date:


Charles Smith
Executive Commissioner
Texas Health & Human Services
Commission
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, Texas 78751-2316

DATED: 12/6/16

BY: 

Trung Tang

DATED: 12/6/16

BY: 


Jeff Ansley
Counsel for Trung Tang

DATED: 12.6.16

BY: 

Chris Villanueva

DATED: 12/6/2016

BY: 

Jay Ethington
Counsel for Chris Villanueva

DATED: 12/6/16

BY: 

Mauricio Dardano

DATED: 12/06/16

BY: 

Bob Webster

Counsel for **Mauricio Dardano**

DATED: 12/6/16

BY: 

Gabriel Shahwan

DATED: 12/06/16

BY: 

Bob Webster

Counsel for **Gabriel Shahwan**

DATED: 12/6/16

BY: 

Akhil Reddy

DATED: 12/06/16

BY: 

Bob Webster

Counsel for **Akhil Reddy**

DATED: 12/6/14

BY: 

Frank Villanueva

DATED: _____

BY: _____

Barrett Howell

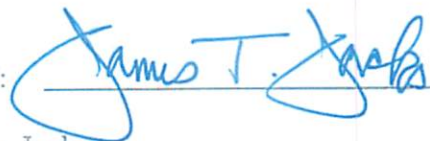
Counsel for Frank Villanueva

DATED: 12/6/16

BY: 

MB2 Dental Solutions, PLLC

DATED: 12/6/16

BY: 

Jim Jacks

Counsel for MB2 Dental Solutions, LLC

DATED: 12/6/16

BY: 

Archstone Dental, PLLC

DATED: _____

BY: _____

Frank Villanueva


DATED: 12/9/2016

BY:  _____

Barrett Howell

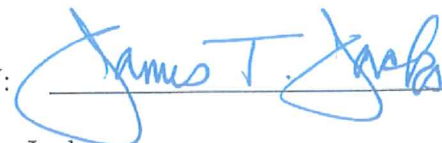
Counsel for Frank Villanueva

DATED: 12/6/16

BY:  _____

MB2 Dental Solutions, PLLC

DATED: 12/6/16

BY:  _____

Jim Jacks

Counsel for MB2 Dental Solutions, LLC

DATED: 12/6/16

BY:  _____

Archstone Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Archstone Dental, PLLC

DATED: 12/6/16

BY: [Signature]

Bliss Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Bliss Dental, PLLC

DATED: 12/6/16

BY: [Signature]

Crescent Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Crescent Dental, PLLC


DATED: 12/6/16

BY: 
Dental Central, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Dental Central, PLLC


DATED: 12/6/16

BY: 
Dental Family Circle, PLLC d/b/a Forney
Wellness Dental

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Dental Family Circle, PLLC d/b/a
Forney Wellness Dental

DATED: 12/6/16

BY: 
DFW Family Dental Centers, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for DFW Family Dental Centers, PLLC

DATED: 12/6/16

BY: J

Element Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Element Dental, PLLC

DATED: 12/6/16

BY: J

Fresh Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Fresh Dental, PLLC

DATED: 12/6/16

BY: 
Galaxy Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Galaxy Dental, PLLC

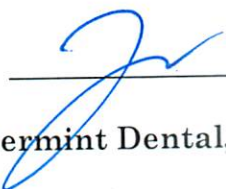
DATED: 12/6/16

BY: 
Legend Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Legend Dental, PLLC

DATED: 12/6/16

BY: 
Peppermint Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Peppermint Dental, PLLC

DATED: 12/6/16

BY: J

Picasso Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Picasso Dental, PLLC

DATED: 12/6/16

BY: J

Sage Dental, PLLC


DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Sage Dental, PLLC

DATED: 12/6/16

BY: 
Spearmint Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Spearmint Dental, PLLC

DATED: 12/6/16

BY: 
Tide Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Tide Dental, PLLC

DATED: 12/6/16

BY: 
Vida Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Vida Dental, PLLC

DATED: 12/6/16

BY: [Signature]

Viva Orthodontics, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Viva Orthodontics, PLLC

DATED: 12/6/16

BY: [Signature]

Wow Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Wow Dental, PLLC

DATED: 12/1/16

BY: 
Archstone Dental-Hulen, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Archstone Dental-Hulen, PLLC

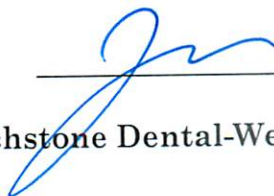
DATED: 12/6/16

BY: 
Archstone Dental-Beach, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Archstone Dental-Beach, PLLC

DATED: 12/6/16

BY: 
Archstone Dental-Weatherford, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Archstone Dental-Weatherford,

PLLC

DATED: 12/6/16

BY: J

Archstone Dental-Granbury, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Archstone Dental-Granbury, PLLC

DATED: 12/6/16

BY: J

Bliss Dental-Midland, PLLC

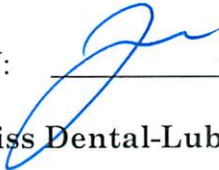
DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Bliss Dental-Midland, PLLC

DATED: 12/6/16

BY: 
Bliss Dental-Lubbock, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Bliss Dental-Lubbock, PLLC


DATED: 12/6/16

BY: 
Crescent Dental-San Marcos, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Crescent Dental-San Marcos, PLLC

DATED: 12/6/16

BY: 
Crescent Dental-Ingram, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Crescent Dental-Ingram, PLLC

DATED: 12/6/16

BY: Jr

Element Dental-Bryan, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Element Dental-Bryan, PLLC

DATED: 12/6/16

BY: Jr

Element Dental-Conroe, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Element Dental-Conroe, PLLC

DATED: 12/6/16

BY: 
Element Dental-Humble, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Element Dental-Humble, PLLC

DATED: 12/6/16

BY: 
Element Dental-Spring, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Element Dental-Spring, PLLC

DATED: 12/6/16

BY: 
Element Dental-Tomball, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Element Dental-Tomball, PLLC

DATED: 12/6/16

BY: [Signature]

Fresh Dental-Longview, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Fresh Dental-Longview, PLLC

DATED: 12/6/16

BY: [Signature]

Gulfside Dental-Beaumont, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Gulfside Dental-Beaumont, PLLC


DATED: 12/6/16

BY: 
Legend Dental-Georgetown, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Legend Dental-Georgetown, PLLC

DATED: 12/6/16

BY: 
Dental Family Circle, PLLC (Forney)

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Dental Family Circle, PLLC
(Forney)

DATED: 12/6/16

BY: 
DFW FDC Redbird, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for DFW FDC Redbird, PLLC

DATED: 12/6/16

BY: [Signature]

Spearmint Dental-Wichita Falls, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Spearmint Dental-Wichita Falls,
PLLC

DATED: 12/6/16

BY: [Signature]

Tide Dental-Corpus Christi, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Tide Dental-Corpus Christi, PLLC


DATED: 12/6/16

BY: 
Peppermint Lewisville, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Peppermint Lewisville, PLLC

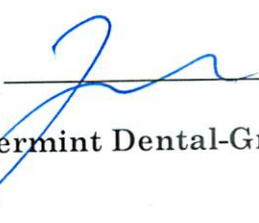
DATED: 12/6/16

BY: 
Peppermint Dental-McKinney, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Peppermint Dental-McKinney,
PLLC

DATED: 12/6/16

BY: 
Peppermint Dental-Greenville, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Peppermint Dental-Greenville,
PLLC

DATED: 12/6/16

BY: Jr

Peppermint Dental-Sherman, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Peppermint Dental-Sherman,
PLLC

DATED: 12/6/16

BY: Jr

Picasso Dental-Mansfield, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Picasso Dental-Mansfield, PLLC

DATED: 12/6/16

BY: 
Picasso Dental-Corsicana, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Picasso Dental-Corsicana, PLLC


DATED: 12/6/16

BY: 
Sage Dental-Deer Park, PLLC

DATED: 12/6/2016

BY: Jay Ethington
Jay Ethington
Counsel for Sage Dental-Deer Park, PLLC

DATED: 12/6/16

BY: 
Sage Dental-Pasadena, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Sage Dental-Pasadena, PLLC

DATED: 12/6/16

BY: Jay Ethington

Sage Dental-Pearland, PLLC

DATED: 12/6/2016

BY: Jay Ethington

Jay Ethington

Counsel for Sage Dental-Pearland, PLLC

2979479_1.DOCX