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PICK-UP WAIT MAIL

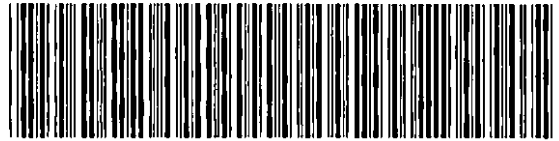
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2019 MAR 19 AM 9:00
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CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 3/19/2019

Acc#120160000072

en: c DW

Name:	PA MERGER SUB, INC.
Document #:	
Order #:	11551057

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
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Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **70.00**

Thank you!

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ARTICLES OF MERGER

2019 MAR 19 AM 9:00

of

PA MERGER SUB. INC.,
a Florida corporation

with and into

PEDIATRIC ASSOCIATES HOLDING COMPANY,
a Florida corporation

March 19, 2019

Pursuant to §§ 607.1101, 607.1103, 607.1105 and 607.1106 of the Florida Business Corporation Act, Pediatric Associates Holding Company, a Florida corporation (the "Surviving Company"), and PA Merger Sub, Inc., a Florida corporation (the "Merging Company"), hereby adopt and execute the following Articles of Merger, for the purpose of merging PA Merger Sub, Inc. with and into Pediatric Associates Holding Company (the "Merger"):

FIRST: That the name and state of incorporation of each of the constituent corporations of the Merger herein certified are as follows:

Name	Jurisdiction	Document Number
Pediatric Associates Holding Company	Florida	P06000056069
PA Merger Sub, Inc.	Florida	P19000021634

SECOND: The surviving corporation in the Merger is Pediatric Associates Holding Company.

THIRD: That a Plan of Merger, attached hereto as Exhibit A (the "Plan of Merger") has been executed, adopted and approved by the Merging Company and the Surviving Company in accordance with the manner prescribed by the laws of the State of Florida.

FOURTH: The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was duly adopted and approved by the constituent corporations to the Merger as follows:

- (a) The Plan of Merger was adopted by the board of directors of the Surviving Company and recommended to its shareholders on December 1, 2018;
- (b) The Plan of Merger was approved by the shareholders of the Surviving Company on December 7, 2018;
- (c) The Plan of Merger was adopted by the board of directors of the Merging Company and recommended to its shareholders on March 19, 2019; and
- (d) The Plan of Merger was approved by the shareholders of the Merging Company on March 19, 2019.

[Remainder of Page Intentionally Left Blank, Signatures on Next Page]

IN WITNESS WHEREOF, each of the Merging Company and Surviving Company have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by their respective duly authorized officer on the date first written above.

**PEDIATRIC ASSOCIATES HOLDING
COMPANY**

By: Peter Shulman, M.D.
Name: Peter Shulman, M.D.
Title: Chief Executive Officer

PA MERGER SUB, INC.

By: Peter Shulman, M.D.
Name: Peter Shulman, M.D.
Title: President

Exhibit A
Plan of Merger
See attached

AGREEMENT AND PLAN OF MERGER

by and among

PEDIATRIC ASSOCIATES HOLDING COMPANY,

PA SELLER HOLDCO, INC.,

and

PA MERGER SUB, INC.

March 19, 2019

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 19, 2019 (this "Agreement"), is made and entered into by and among (i) Pediatric Associates Holding Company, a Florida corporation (the "Company"), (ii) PA Seller Holdco, Inc., a Florida corporation and wholly-owned subsidiary of the Company ("Seller Holdco"), and (iii) PA Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Seller Holdco ("Merger Sub").

WHEREAS, as of the date hereof, the Company has an authorized capitalization consisting of One Thousand (1,000) shares of common stock, par value \$1.00 per share ("Company Common Stock"), of which Two Hundred Ninety (290) shares are issued and outstanding;

WHEREAS, immediately prior to the Effective Time (as defined below), Seller Holdco shall have an authorized capitalization consisting of One Thousand (1,000) shares of common stock, par value \$1.00 per share ("Seller Holdco Common Stock"), of which Two Hundred Ninety (290) shares will be issued and outstanding and owned by the Company;

WHEREAS, as of the date hereof, Merger Sub has an authorized capitalization consisting of 100 shares of common stock, par value \$0.01 per share ("Merger Sub Common Stock"), all of which are issued and outstanding and are owned by Seller Holdco;

WHEREAS, the Board of Directors of the Company has determined it to be in the best interests of the Company to effect the formation of Seller Holdco and enter into this Agreement, pursuant to which the Company will become the wholly-owned subsidiary of Seller Holdco;

WHEREAS, (i) the respective Boards of Directors of the Company, Seller Holdco and Merger Sub have each approved this Agreement and the merger of Merger Sub into the Company (the "Merger"), (ii) the Boards of Directors of the Company and Merger Sub have recommended this Agreement and the Merger to their respective stockholders, and (iii) the holders of a majority of the Common Stock of the Company, and Seller Holdco, as the sole stockholder of Merger Sub, have each approved this Agreement and the Merger; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger will qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE I **THE MERGER**

Section 1.1 The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with §§ 607.1101, 607.1103, 607.1105, 607.1106 and the other applicable provisions of the Florida Business Corporation Act (the "FBCA"), Merger Sub shall be merged into the Company at the Effective Time. Following the Effective Time, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and as a wholly-owned subsidiary of Seller Holdco and shall maintain the name Pediatric Associates Holding Company. The

Surviving Corporation shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the FBCA.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Seller Holdco, Merger Sub or the holders of any securities of the Company, Seller Holdco or Merger Sub:

(i) Each share of the Company Common Stock issued and outstanding immediately prior to the Effective Time, shall be converted into one (1) share of Seller Holdco Common Stock having the same designations, rights, powers, preferences, qualifications, limitations and restrictions as the converted share of Company Common Stock:

(ii) Each share of Seller Holdco Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist without any consideration being payable in respect thereof; and

(iii) Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one (1) share of the common stock, par value \$1.00 per share, of the Surviving Corporation.

Section 1.2 Effective Time. The parties shall cause the filing of articles of merger (the "Articles of Merger") with the office of the Florida Department of State (the "Florida Department of State") executed in accordance with the relevant provisions of the FBCA and shall make all other filings required under the FBCA to effectuate fully the Merger. The Merger shall become effective at the time that the Articles of Merger are duly filed with the Florida Department of State (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

Section 1.3 Effects of the Merger.

(a) At the Effective Time, the Merger shall have the effects set forth in § 605.1106 of the FBCA.

(b) All contractual rights and obligations relating to the Company Common Stock immediately prior to the Merger (including without limitation any rights or obligations existing under that certain Amended and Restated Shareholder Agreement dated as of August 1, 2017, by and among the Company and the stockholders identified on the signature pages thereto (the "Stockholders Agreement")) shall, as of the Effective Time, be adopted by Seller Holdco and be deemed to apply to the Seller Holdco Common Stock. The respective Boards of Directors of the Company and Seller Holdco have approved the adoption of the Stockholders Agreements by Seller Holdco.

(c) For Federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization under the provisions of Section 368(a) of the Code.

Section 1.4 Articles of Incorporation and Bylaws.

(a) The articles of incorporation of the Company as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation effective as of the Effective Time, until thereafter changed or amended as provided therein or in the bylaws of the Company or by applicable law.

(b) The bylaws of the Company as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation effective as of the Effective Time, until thereafter changed or amended as provided therein or in the articles of incorporation of the Company or by applicable law. The bylaws of Seller Holdco as in effect immediately prior to the Effective Time shall be amended and restated effective as of the Effective Time to be substantially in the form of the the bylaws of the Company effective as of immediately prior to the Effective Time, and, as so amended and restated, shall be the bylaws of Seller Holdco until thereafter changed or amended as provided therein or in the articles of incorporation of Seller Holdco or by applicable law.

Section 1.5 Directors. The directors of the Company in office immediately prior to the Effective Time shall become the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly appointed or elected and qualified in accordance with the articles of incorporation or bylaws of the Surviving Corporation and applicable law.

Section 1.6 Officers. The officers of the Company in office immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are appointed in accordance with the bylaws of the Surviving Corporation.

Section 1.7 Exchange of Share Certificates; Closing of Stock Transfer Books.

(a) Promptly after the Effective Time, the Company and Seller Holdco shall issue instructions to each holder, immediately prior to the Effective Time, of the Company Common Stock, for such stockholders' use in effecting the surrender and cancellation of certificates representing the Company Common Stock (each a "Company Certificate"), if any, in exchange for certificates representing Seller Holdco Common Stock, if any, pursuant to and in accordance with the share conversion detailed under Section 1.1(b)(i) above. If applicable, upon surrender of a Company Certificate for cancellation to Seller Holdco, together with such customary documents as may be required pursuant to such instructions (collectively, the "Transmittal Documents"), the holder of such Company Certificate shall be entitled to receive in exchange therefor certificates representing the number of shares of Seller Holdco Common Stock issued to such holder pursuant to Section 1.1(b)(i). Any Company Certificate shall be deemed to represent a certificate representing Seller Holdco Common Stock, from and after the Effective Time until such Company Certificate is surrendered pursuant to this Section 1.7.

(b) At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers of shares of the Company Common Stock held prior to the Effective Time. Any certificates for Company Common Stock presented to the Company for any reason at or after the Effective Time (as defined below) shall be canceled and exchanged for certificates for Seller Holdco Common Stock pursuant to the terms of this Section 1.7.

ARTICLE II
CERTAIN COVENANTS AND AGREEMENTS

Section 2.1 Assignment and Adoption of the Shareholders' Agreement. At the Effective Time or as soon as practicable thereafter, the Company shall enter into an assignment and assumption agreement in order for the Company to assign to Seller Holdco all rights and obligations under that certain Amended and Restated Shareholders' Agreement, dated August 1, 2017, by and among the Company and the Shareholders (as defined therein) (the "Shareholders' Agreement").

Section 2.2 Further Assurances. From time to time, as and when requested by another party hereto, a party hereto shall execute and deliver, or cause to be executed and delivered, all such documents

and instruments and shall take, or cause to be taken, all such further actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

ARTICLE III **GENERAL PROVISIONS**

Section 3.1 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The Exhibits attached hereto are hereby incorporated herein and made a part hereof for all purposes, as if fully set forth herein.

Section 3.2 Counterparts. This Agreement may be executed in one or more counterparts (including by means of electronic transmission in portable document format (pdf)), all of which shall be considered one and the same original agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 3.3 No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any rights or remedies.

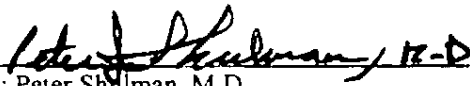
Section 3.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to the applicable principles of conflicts of laws of such State.

Section 3.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.


**PEDIATRIC ASSOCIATES HOLDING
COMPANY**

By: 
Name: Peter Shulman, M.D.
Title: Chief Executive Officer

PA SELLER HOLDCO, INC.

By: _____
Name: Alana Ginsburg, D.O.
Title: President

PA MERGER SUB, INC.

By: 
Name: Peter Shulman, M.D.
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**PEDIATRIC ASSOCIATES HOLDING
COMPANY**

By: _____
Name: Peter Shulman, M.D.
Title: Chief Executive Officer

PA SELLER HOLDCO, INC.

By: _____
Name: Alana Ginsburg, D.O.
Title: President

PA MERGER SUB, INC.

By: _____
Name: Peter Shulman, M.D.
Title: President

AGREEMENT AND PLAN OF MERGER

by and among

PEDIATRIC ASSOCIATES HOLDING COMPANY,

PA SELLER HOLDCO, INC.,

and

PA MERGER SUB, INC.

March 19, 2019

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 19, 2019 (this "Agreement"), is made and entered into by and among (i) Pediatric Associates Holding Company, a Florida corporation (the "Company"), (ii) PA Seller Holdco, Inc., a Florida corporation and wholly-owned subsidiary of the Company ("Seller Holdco"), and (iii) PA Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Seller Holdco ("Merger Sub").

WHEREAS, as of the date hereof, the Company has an authorized capitalization consisting of One Thousand (1,000) shares of common stock, par value \$1.00 per share ("Company Common Stock"), of which Two Hundred Ninety (290) shares are issued and outstanding;

WHEREAS, immediately prior to the Effective Time (as defined below), Seller Holdco shall have an authorized capitalization consisting of One Thousand (1,000) shares of common stock, par value \$1.00 per share ("Seller Holdco Common Stock"), of which Two Hundred Ninety (290) shares will be issued and outstanding and owned by the Company;

WHEREAS, as of the date hereof, Merger Sub has an authorized capitalization consisting of 100 shares of common stock, par value \$0.01 per share ("Merger Sub Common Stock"), all of which are issued and outstanding and are owned by Seller Holdco;

WHEREAS, the Board of Directors of the Company has determined it to be in the best interests of the Company to effect the formation of Seller Holdco and enter into this Agreement, pursuant to which the Company will become the wholly-owned subsidiary of Seller Holdco;

WHEREAS, (i) the respective Boards of Directors of the Company, Seller Holdco and Merger Sub have each approved this Agreement and the merger of Merger Sub into the Company (the "Merger"), (ii) the Boards of Directors of the Company and Merger Sub have recommended this Agreement and the Merger to their respective stockholders, and (iii) the holders of a majority of the Common Stock of the Company, and Seller Holdco, as the sole stockholder of Merger Sub, have each approved this Agreement and the Merger; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger will qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with §§ 607.1101, 607.1103, 607.1105, 607.1106 and the other applicable provisions of the Florida Business Corporation Act (the "FBCA"), Merger Sub shall be merged into the Company at the Effective Time. Following the Effective Time, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and as a wholly-owned subsidiary of Seller Holdco and shall maintain the name Pediatric Associates Holding Company. The

Surviving Corporation shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the FBCA.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Seller Holdco, Merger Sub or the holders of any securities of the Company, Seller Holdco or Merger Sub:

(i) Each share of the Company Common Stock issued and outstanding immediately prior to the Effective Time, shall be converted into one (1) share of Seller Holdco Common Stock having the same designations, rights, powers, preferences, qualifications, limitations and restrictions as the converted share of Company Common Stock:

(ii) Each share of Seller Holdco Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist without any consideration being payable in respect thereof; and

(iii) Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one (1) share of the common stock, par value \$1.00 per share, of the Surviving Corporation.

Section 1.2 Effective Time. The parties shall cause the filing of articles of merger (the "Articles of Merger") with the office of the Florida Department of State (the "Florida Department of State") executed in accordance with the relevant provisions of the FBCA and shall make all other filings required under the FBCA to effectuate fully the Merger. The Merger shall become effective at the time that the Articles of Merger are duly filed with the Florida Department of State (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

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(a) At the Effective Time, the Merger shall have the effects set forth in § 605.1106 of the FBCA.

(b) All contractual rights and obligations relating to the Company Common Stock immediately prior to the Merger (including without limitation any rights or obligations existing under that certain Amended and Restated Shareholder Agreement dated as of August 1, 2017, by and among the Company and the stockholders identified on the signature pages thereto (the "Stockholders Agreement")) shall, as of the Effective Time, be adopted by Seller Holdco and be deemed to apply to the Seller Holdco Common Stock. The respective Boards of Directors of the Company and Seller Holdco have approved the adoption of the Stockholders Agreements by Seller Holdco.

(c) For Federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization under the provisions of Section 368(a) of the Code.

Section 1.4 Articles of Incorporation and Bylaws.

(a) The articles of incorporation of the Company as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation effective as of the Effective Time, until thereafter changed or amended as provided therein or in the bylaws of the Company or by applicable law.

(b) The bylaws of the Company as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation effective as of the Effective Time, until thereafter changed or amended as provided therein or in the articles of incorporation of the Company or by applicable law. The bylaws of Seller Holdco as in effect immediately prior to the Effective Time shall be amended and restated effective as of the Effective Time to be substantially in the form of the the bylaws of the Company effective as of immediately prior to the Effective Time, and, as so amended and restated, shall be the bylaws of Seller Holdco until thereafter changed or amended as provided therein or in the articles of incorporation of Seller Holdco or by applicable law.

Section 1.5 Directors. The directors of the Company in office immediately prior to the Effective Time shall become the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly appointed or elected and qualified in accordance with the articles of incorporation or bylaws of the Surviving Corporation and applicable law.

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(a) Promptly after the Effective Time, the Company and Seller Holdco shall issue instructions to each holder, immediately prior to the Effective Time, of the Company Common Stock, for such stockholders' use in effecting the surrender and cancellation of certificates representing the Company Common Stock (each a "Company Certificate"), if any, in exchange for certificates representing Seller Holdco Common Stock, if any, pursuant to and in accordance with the share conversion detailed under Section 1.1(b)(i) above. If applicable, upon surrender of a Company Certificate for cancellation to Seller Holdco, together with such customary documents as may be required pursuant to such instructions (collectively, the "Transmittal Documents"), the holder of such Company Certificate shall be entitled to receive in exchange therefor certificates representing the number of shares of Seller Holdco Common Stock issued to such holder pursuant to Section 1.1(b)(i). Any Company Certificate shall be deemed to represent a certificate representing Seller Holdco Common Stock, from and after the Effective Time until such Company Certificate is surrendered pursuant to this Section 1.7.

(b) At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers of shares of the Company Common Stock held prior to the Effective Time. Any certificates for Company Common Stock presented to the Company for any reason at or after the Effective Time (as defined below) shall be canceled and exchanged for certificates for Seller Holdco Common Stock pursuant to the terms of this Section 1.7.

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CERTAIN COVENANTS AND AGREEMENTS

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Section 2.2 Further Assurances. From time to time, as and when requested by another party hereto, a party hereto shall execute and deliver, or cause to be executed and delivered, all such documents

and instruments and shall take, or cause to be taken, all such further actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

ARTICLE III
GENERAL PROVISIONS

Section 3.1 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The Exhibits attached hereto are hereby incorporated herein and made a part hereof for all purposes, as if fully set forth herein.

Section 3.2 Counterparts. This Agreement may be executed in one or more counterparts (including by means of electronic transmission in portable document format (pdf)), all of which shall be considered one and the same original agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

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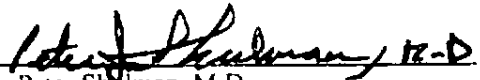
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Section 3.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**PEDIATRIC ASSOCIATES HOLDING
COMPANY**

By: 
Name: Peter Shulman, M.D.
Title: Chief Executive Officer

PA SELLER HOLDCO, INC.

By: _____
Name: Alana Ginsburg, D.O.
Title: President

PA MERGER SUB, INC.

By: 
Name: Peter Shulman, M.D.
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**PEDIATRIC ASSOCIATES HOLDING
COMPANY**

By: _____
Name: Peter Shulman, M.D.
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By: _____
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PA MERGER SUB, INC.

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