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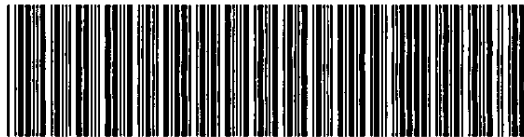
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OFFICE OF
13 JUN 18 PM 2:11

berger
@ 6.20.13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: W & B Dentistry, PA
Name of Surviving Party

Please return all correspondence concerning this matter to:

Contact Person : Fernando M. Giachino, Esq.
Firm/Company : Thurlow, Thurlow & Giachino, P.A.
Address : P.O. Box 106
City, State and Zip Code : Stuart, FL 34996

christine@thurlowpa.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call: Fernando M. Giachino, Esq. at (772) 287-0980

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Profit Corporation**

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DIVISION OF CORPORATIONS
13 JUN 13 PM 2:11

The following Articles of Merger are submitted to merge the following Florida Profit Corporation and Florida Limited Liability Company in accordance with s. 607.1109 and 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
POB Associates, PL	Florida	Limited Liability Company
W & B Dentistry, PA	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:
Name Jurisdiction Form/Entity Type

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
W & B Dentistry, PA	Florida	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, 620, and 621, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

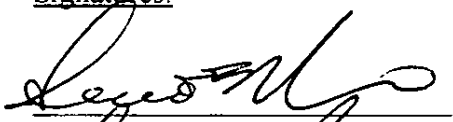
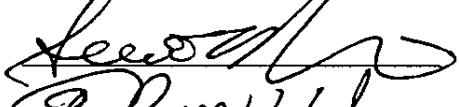
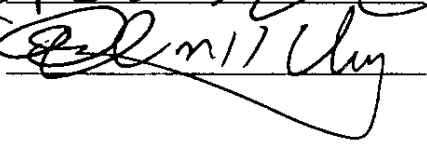
N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

<u>Name of Entity/Organization:</u>	<u>Signatures:</u>	<u>Typed or Printed Name of Individual:</u>
W & B Dentistry, PA		Sean R. Rankin, President
POB Associates, PL	 	Sean R. Rankin, Manager-Member Thomas M. Hickey, Manager-Member

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
POB Associates, PL	Florida	Limited Liability Company
W & B Dentistry, PA	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
W & B Dentistry, PA	Florida	Corporation

THIRD: The terms and conditions of the merger are as follows:

See Attached

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

MERGER AGREEMENT

THIS AGREEMENT and plan of reorganization (referred to as "agreement"), made as of the 6TH day of JUNE, 2013, by and between W & B DENTISTRY, P.A., a Florida corporation (referred to as "Purchaser") and POB ASSOCIATES, PL, a Florida limited liability company (sometimes referred to as "Seller" and sometimes referred to as the "Company"), and the undersigned shareholders of Seller (referred to as "shareholders").

PREAMBLE

WHEREAS, this plan of reorganization shall be a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code, as amended. Seller shall merge into Purchaser pursuant to Articles of Merger where the separate corporate existence of Seller shall cease, and shareholders shall receive common stock of Purchaser.

NOW THEREFORE, in order to consummate the above plan of reorganization and in consideration of the mutual benefits to be derived and the mutual agreements contained herein, Purchaser, Seller and the shareholders approve and adopt this agreement and plan of reorganization and mutually covenant and agree as follows:

TERMS

1. Merger of Seller Into Purchaser.

1.1. Incorporation of Articles of Merger. The Articles of Merger (referred to as "Articles of Merger") attached as Exhibit A is incorporated by reference. Purchaser, Seller, and the shareholders agree to take such action and deliver such further instruments as may be necessary to carry out the terms of, and to execute, the Articles of Merger. The date upon which the merger shall become effective in accordance with the provisions of Article Fifth of the Articles of Merger is referred to as the "closing date."

1.2. Shares to be Issued. On the effective date of the merger, Five Thousand (5,000) shares of Purchaser's common stock shall be delivered to the shareholders in proportion to their holdings in Seller, so that each will received Two Thousand Five Hundred (2,500) shares. Purchaser shall not be obligated to issue fractional shares of common stock of Purchaser in connection with the merger. Each shareholder entitled to a fractional share of Purchaser's common stock shall instead be paid in cash an amount equal to that fraction multiplied by the closing price on the New York Stock Exchange as reported in The Wall Street Journal for the closing date.

1.3. Adjustment for Stock Split. If Purchaser shall effect a split of its outstanding common stock or effect a reclassification or combination of its outstanding common stock by way of recapitalization, merger, consolidation or otherwise, or declare a stock dividend payable to its shareholders of record with respect to its common stock on a date prior to the closing date, the number of shares of common stock to be delivered to shareholders pursuant to subparagraph 1.2 shall in the case of a stock dividend be increased by the number of shares, or in the case of a stock split, combination or reclassification be changed into the number of shares of common stock or other voting stock, as the shareholders would have been entitled to receive on account of that dividend, stock split, reclassification or combination had the shareholders owned of record the shares to be delivered under subparagraph 1.2 on the record date of the stock split, combination, reclassification or payment of such dividend.

2. Representations and Warranties of Seller. Seller represents and warrants as follows (it being understood that each representation and warranty contained in this Section 2 is subject to the information in any other schedule or exhibit referred to in any representation and warranty in this Section 2):

2.1. Organization and Authority.

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted, and is duly qualified and in good standing in every jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes qualification necessary.

(b) The outstanding shares of Seller are legally and validly issued, fully paid and nonassessable.

(c) The execution and delivery of this agreement and the consummation of the transaction contemplated have been duly and validly authorized by the shareholders of Seller. Upon such approval by the shareholders of Seller in accordance with the Florida Corporations Code and the Seller's articles of organization, as amended, this agreement and the Articles of Merger will have been duly and validly authorized by all necessary corporate action on the part of Seller and, assuming due authorization, execution, and delivery by the other parties hereto and thereto, this agreement and the Articles of Merger will constitute legal, valid, and binding agreements of Seller, enforceable against Seller in accordance with their respective terms (subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, and similar laws affecting creditors, rights generally from time to time in effect and to equitable principles limiting the availability of the remedy of specific performance).

(d) The execution and delivery of this agreement does not, and, subject to the approval and adoption by the shareholders of Seller contemplated, the consummation of the transaction contemplated will not violate any provision of Seller's articles of organization or operating agreement, or any provisions of, or result in the acceleration of any obligation under, any mortgage, lien, lease, agreement, instrument, court order, arbitration award, judgment or decree to which Seller is a party or by which it or any of them is bound and will not violate any other restriction of any kind or character to which it or any of them is subject.

2.2. Financials.

(a) True copies of the consolidated financial statements of Seller have been delivered by Seller to Purchaser. These financial statements have been examined and certified by THOMAS M. HICKEY and SEAN R. RANKIN. All of the financial statements are true and correct in all material respects and present an accurate and complete disclosure of the financial condition of Seller as of their respective dates, and the earnings for the periods covered, in accordance with generally accepted accounting principles applied on a consistent basis.

(b) All accounts receivable (net of reserves for doubtful accounts) of Seller shown on the books of account on December 31, 2012, and as incurred in the normal course of business since that date, are collectible in the normal course of business.

(c) Seller has good and marketable title to all of its assets, business and properties including, without limitation, all properties reflected in the balance sheet as of December 31, 2012, except as disposed of in the normal course of business, free and clear of any mortgage, lien, pledge, charge, claim or encumbrance, except as shown on the balance sheet as of December 31, 2012, and, in the case of real properties, except for rights-of-way and easements which do not adversely affect the use of property.

(d) All currently used property and assets of Seller, or in which it has an interest or which it has in possession, are substantially in good operating condition and repair subject only to ordinary wear and tear.

(e) The financial statements for Seller, consisting of a consolidated balance sheet as of the close of business December 31, 2012, and a consolidated income statement for the year 2012, examined and certified by THOMAS M. HICKEY and SEAN R. RANKIN and delivered at the closing shall:

(1) Be true and correct in all material respects and present an accurate and complete disclosure of their consolidated financial condition as of December 31, 2012, and earnings for the year 2012;

(2) Satisfy the representations and warranties made in subparagraphs (b), (c) and (d) of this subparagraph 2.2 as of the date the representations and warranties were made with respect to the financial statement.

2.3. Changes Since Specified Date. Since December 31, 2012, there has not been:

(a) Any material adverse change in the financial condition of Seller.

(b) Any loss, damage or destruction to the properties of Seller (whether or not covered by insurance) materially adversely affecting their business or properties.

(c) Any change in the compensation pattern of Seller as established in preceding years, nor any material increase in the compensation payable or to become payable to any of their officers, directors, employees or agents, except as disclosed to Purchaser in writing.

(d) Any labor dispute or disturbance, litigation, event or condition of any character, which materially adversely affects the business or future prospects of Seller.

(e) The issuance of additional shares of stock or other securities by Seller.

(f) Any distribution of assets, by way of dividends or purchase or otherwise by Seller.

(g) Any borrowings from financial institutions.

(h) Any mortgage, pledge, lien or encumbrance made on any of the properties or assets of Seller, other than mechanics' and materialmen's liens arising in the normal course of business.

(i) Any sale, transfer or other disposition of assets of Seller, except in the normal course of business.

2.4. Liabilities.

(a) There are no liabilities of Seller, whether accrued, absolute, contingent or otherwise, which arose or relate to any transaction of Seller, its agents or servants occurring prior to December 31, 2012, which are not disclosed by or reflected in the financial statements. There are no liabilities of Seller which have arisen or relate to any transaction of Seller or its agents or servants, occurring since December 31, 2012, other than normal liabilities incurred in the normal conduct of Seller's business. As of this date there are no known circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to liabilities, except in the normal course of Seller's or ' business.

(b) All federal, state, county and local income, ad valorem, excise, sales, use, gross receipts and other taxes and assessments which are due and payable have been duly reported, fully paid and discharged as reported by Seller and there are no unpaid taxes which are or could become a lien on the properties and assets of Seller except as provided for in the financial statements of December 31, 2012, or have been incurred in the normal course of Seller's business since that date. All tax returns of any kind required to be filed have been filed and the taxes paid or accrued. Seller's federal income tax returns have been audited through December 31, 2012. Seller or have no knowledge of any possible deficiency assessments in respect to federal income tax returns or other tax returns filed by them, except as disclosed to Purchaser in writing.

(c) All parties with whom Seller have contractual arrangements are in substantial compliance with those arrangements. Seller are not in default in any material respect under any contracts to which any of them is a party. All leases and contracts to which Seller is a party are assignable or the other party has consented to assignment.

(d) All corporate acts required of Seller have been taken and all reports and returns required to be filed by them with any governmental agency have been filed. Seller are in substantial compliance with all, and have no notice of any claimed violation of any, applicable federal, state, county and local laws, ordinances or regulations, including those applicable to discrimination in employment, pollution and safety.

(e) There are no legal, administrative or other proceedings, investigations or inquiries, product liability or other claims, judgments, injunctions or restrictions, either threatened, pending or outstanding, against or involving Seller or any of its assets, properties, or business, nor does Seller know, or have reasonable grounds to know, of any basis for any proceedings, investigations or inquiries, product liability or other claims, judgments, injunctions or restrictions.

(f) All of the real and tangible personal properties of Seller are in substantial compliance with applicable laws, ordinances, rules and regulations of all public authorities having jurisdiction thereover.

(g) Seller has no contract with any governmental body which is subject to renegotiation.

(h) The past and anticipated future operations of Seller do not infringe or violate any patents, patent rights, trademarks, trade names, copyrights and/or licenses of others.

(i) To the knowledge of the officers of Seller there is no event, condition or trend of any character which might materially and adversely affect the financial condition, business, properties or assets of Seller.

(j) The assets of Seller are adequately insured and all policies of insurance carried by Seller are in full force and all premiums are paid to date.

(k) All negotiations relative to this agreement and the transaction contemplated have been carried on directly by Seller with Purchaser without the intervention of any broker or third party. Seller has not engaged, consented to or authorized any broker, investment banker or third party to act on its behalf, directly or indirectly, as a broker or finder in connection with the transaction contemplated by this agreement.

(l) There are no inquiries, investigations or pending claims or litigation challenging or threatening to challenge Seller's right, title and interest with respect to their continued use, or right to preclude others from using, any patent, patent application, invention, discovery, trademark, trade name or copyright of Seller.

(m) Seller has not granted any license or made any assignment of any of their patents, patent applications, invention discoveries, trademarks, trade names or copyrights, nor do they pay any royalties or other consideration for the right to use any patent, patent right, trademark, trade name or copyright of others.

(n) To the knowledge of the officers of Seller. Seller is not a party to or bound by any agreement, deed, lease or other instrument which is so burdensome as to materially affect or impair the operation of Seller.

2.5. Accuracy of All Statements Made by Seller. No representation or warranty by Seller in this agreement, nor any statement, certificate, schedule or exhibit furnished or to be furnished by or on behalf of Seller pursuant to this agreement, nor any document or certificate delivered to Purchaser pursuant to this agreement or in connection with actions contemplated, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statement contained not misleading.

3. Representations and Warranties by Shareholders of Seller. Each shareholder, as an inducement to cause Purchaser to enter into this agreement, severally represents and warrants that:

3.1. Ownership of Shares. He owns of record and beneficially the number of shares set forth opposite his signature to this agreement.

3.2. Cooperation. He will cooperate in all respects to the end that the transactions contemplated by this agreement will be consummated and he will vote all of his shares in favor of consummating this agreement.

3.3. Truth of Representations and Warranties. To the best of shareholders' knowledge, all of the representations of Seller contained in paragraph 2 of this agreement are true and correct.

3.4. Authority. He has full power and authority to enter into this agreement and to carry out all the terms and provisions hereof to be carried out by him, and all authorizations and consents necessary for the execution and delivery of this agreement by him have been given.

3.5 Private Offering. Each shareholder of Seller acknowledges that he is aware that the Shares to be issued to each of them by the Purchaser pursuant to this Agreement has not been registered under the Securities Act of 1933, as amended. In this connection, each shareholder of Seller warrants and represents to the Purchaser that it is acquiring the Shares for investment and not with a view to or for sale in connection with any distribution of said Shares or with any present intention of distributing or selling said Shares and it does not presently have reason to anticipate any change in circumstances or any particular occasion or event which would cause it to sell said Shares. On or prior to the Closing hereunder, each shareholder of Seller has confirmed, to the Purchaser's satisfaction, each of their own investment representations reflecting this particular warranty.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants as follows:

4.1. Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of Florida.

4.2. Performance of This Agreement. The execution and delivery of this agreement and the consummation of the transaction contemplated have been duly and validly authorized by all necessary corporate actions on the part of the Purchaser. This agreement and the Articles of Merger constitute (assuming due authorization, execution, and delivery by the other parties hereto and thereto) legal, valid, and binding agreements of Purchaser, enforceable against Purchaser in accordance with their respective terms (subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, and similar laws affecting creditors, rights generally from time to time in effect and to equitable principles limiting the availability of the remedy of specific performance).

4.3. Legality of Shares to be Issued. The shares of Purchaser's common stock to be delivered pursuant to this agreement, when delivered, will have been duly and validly authorized and issued by Purchaser and will be fully paid and nonassessable.

4.4. No Covenant as to Tax Consequences. It is expressly understood and agreed that neither Purchaser nor its officers or agents has made any warranty or agreement, expressed or implied, as to the tax consequences of the transactions contemplated by this agreement or the tax consequences of any action pursuant to or growing out of this agreement.

5. Covenants of Seller. Seller covenants and agrees as follows:

5.1. Documents to be Furnished. Within ten days from the date of this agreement Seller will furnish to Purchaser the following documents, lists and schedules certified by a principal officer of Seller as being accurate and complete:

- (a) A list of the states of incorporation and states qualified to do business of Seller;
- (b) A list of the authorized and outstanding securities of Seller;
- (c) A list of the officers, directors and shareholders of Seller;
- (d) Copies of the articles of incorporation and bylaws currently in effect of Seller;

- (e) A list of the legal descriptions of all real property owned of record or beneficially, or held under lease, or option, or similar agreements by Seller;
- (f) Copies of all surveys and policies of title insurance relating to real property owned by Seller;
- (g) Copies of all leases to which Seller is a party;
- (h) Copies of all contracts, agreements or commitments of Seller, whether involving purchases, sales or otherwise, which expire more than one year from the date of this agreement;
- (i) Copies of all employment contracts to which Seller is a party;
- (j) Copies of all pension, retirement and profit sharing plans to which Seller is a party;
- (k) A list of all fringe benefit plans and programs applying to employees of Seller, including but not limited to, pension, profit sharing, life insurance, medical, bonus, incentive and similar plans and the approximate annual cost of each;
- (l) A list of all letters patent, patent applications, inventions upon which patent applications have not yet been filed, trade names, trademarks, trademark registrations and applications, copyrights, copyright registrations, both domestic and foreign presently owned by Seller, together with the corporate owner;
- (m) Any agreements to which Seller are parties with respect to any letters patent, patent applications, inventions upon which patent applications have not yet been filed, trade names, trademarks, trademark registrations and applications, copyrights and copyright registrations;
- (n) Copies of all financing or loan agreements, mortgages or similar agreements to which Seller is a party;
- (o) A list of all Seller's bank accounts, brokerage accounts, safety deposit boxes, with the authorized signers indicated;
- (p) A list of each insurance policy owned by Seller, with the name of the insurance carrier, the policy number, a brief description of the coverage, the annual premium, the corporate owner and any claims pending;

5.2. Actions Prior to Closing. From and after the date of this agreement and until the closing date:

- (a) Purchaser and its authorized representatives shall have full access during normal business hours to all properties, books, records, contracts and documents of Seller, and Seller shall furnish or cause to be furnished to Purchaser and its authorized representatives all information with respect to its affairs and business of Seller as Purchaser may reasonably request.
- (b) Except with the prior written consent of Purchaser, Seller shall carry on their business diligently and substantially in the same manner as before.

(c) Without the prior written consent of Purchaser, Seller will not grant any general or uniform increase in the rates of pay of its employees, nor grant any general or uniform increase in the benefits under any pension plan or other contract or commitment, nor increase the compensation payable or to become payable to officers or key salaried employees, insurance, pension or other benefit plan, payment or arrangement made to, for or with any of the officers, key salaried employees or agents.

(d) Seller shall not enter into any contract or commitment or engage in any transaction not in the usual and ordinary course of business and consistent with Seller's business practices without the prior written consent of Purchaser.

(e) Seller shall not create any indebtedness other than that incurred in the usual and ordinary course of business, that incurred pursuant to existing contracts disclosed in the exhibits submitted, and that reasonably incurred in doing the acts and things contemplated by this agreement.

(f) Seller shall not declare or pay any dividend or make any distribution in respect of its capital stock; shall not directly or indirectly redeem, purchase or otherwise acquire any of its own stock; shall not grant any stock options; and shall not issue or in any way dispose of any shares of its own stock.

(g) Seller shall maintain current insurance and any additional insurance in effect as may be reasonably required by increased business and risks; and all property shall be used, operated, maintained and repaired in a normal business manner.

(h) Seller shall use its best efforts (without making any commitments on behalf of Purchaser) to preserve their business organization intact, to keep available to Purchaser the present key officers and employees of Seller, and to preserve for Purchaser the present relationships of Seller with their suppliers and customers and others having business relations with them.

(i) Seller shall not do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any material contract, commitment or obligation of Seller.

(j) Seller shall duly comply with all applicable laws as may be required for the valid and effective transfer of property, assets and business contemplated by this agreement, except that Purchaser waives compliance with the provisions of any bulk sales act.

(k) Seller shall not sell or dispose of any property or assets except products sold in the ordinary course of business.

(l) Seller shall promptly notify Purchaser of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against them, their officers or directors involving in any way the business, properties or assets of Seller.

(m) Seller will provide Purchaser with interim monthly financial statements and any other management reports as and when they are available.

6. Conditions Precedent to Purchaser's Obligations. Each and every obligation of Purchaser to be performed on the closing date shall be subject to the prior satisfaction of the following conditions, any of which may be waived, in writing, exclusively by Purchaser:

6.1. Truth of Representations and Warranties. The representations and warranties made by Seller and shareholders in this agreement and in any certificate or other writing delivered by Seller or shareholders pursuant hereto shall be true and correct: (i) as of the date of this agreement (except in the case of this clause (i), (y) to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date, or (z) where the failure to be true and correct (without regard to any materiality or other qualifications contained therein), individually or in the aggregate, has not had, and would not be reasonably likely to have, a Seller Material Adverse Effect), and (ii) as of the closing date as though made on and as of the closing date (except in the case of this clause (ii), (x) to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date, (y) for changes contemplated by this agreement, or (z) where the failure to be true and correct (without regard to any materiality or other qualifications contained therein), individually or in the aggregate, has not had, and would not be reasonably likely to have, a Seller Material Adverse Effect); and Purchaser shall have received a certificate signed on behalf of Seller by the chief executive officer and the chief financial officer of Seller to such effect. For purposes of this Section, the term "Seller Material Adverse Effect" means any material adverse change, event, circumstance or development with respect to, or material adverse effect on, (i) the business, assets, liabilities, capitalization, condition (financial or other), or results of operations of Seller, (ii) the ability of Seller to consummate the transactions contemplated by this agreement, or (iii) the ability of Purchaser to operate the business of Seller immediately after the closing.

6.2. Compliance with Covenants. Seller shall have performed and complied with all its obligations under this agreement which are to be performed or complied with by it prior to or on the closing date including the delivery of its documents specified in Section 5.1 and the closing documents specified in Section 11.2.

6.3. Absence of Suit. No suit or proceeding shall be threatened or pending in which it will be or it is sought, by anyone, to restrain, prohibit, challenge or obtain damages or other relief in connection with this agreement or the consummation of the transactions contemplated, or in connection with any material claim against Seller not disclosed or in the exhibits.

6.4. Shareholders' Authorization. The merger of Seller into Purchaser shall have been duly and validly authorized by the holders of Seller's outstanding capital stock in accordance with the laws of the State of Florida.

6.5. No Material Adverse Change. As of the closing date there shall not have occurred any material adverse change which materially impairs the ability of Seller to conduct their business or the earning power on the same basis as in the past.

6.6. Accuracy of Financial Statements. Purchaser and its representatives shall be satisfied as to the substantial accuracy of all balance sheets, statements of income and other financial statements of Seller furnished to Purchaser.

6.7. Approval of Purchaser's Board of Directors. This agreement shall have been approved by the board of directors of Purchaser.

6.8. Time Limit on Closing. Closing shall have taken place by the effective date of the filing of the Articles of Merger with the State of Florida.

6.9. Purchaser's Shareholder Authorization. The merger of Seller into Purchaser in the manner contemplated in this agreement shall have been duly and validly authorized by the holders of Purchaser's outstanding capital stock in accordance with the laws of the State of Florida.

7. Conditions Precedent to Seller's Obligations. Each and every obligation of Seller to be performed on the closing date shall be subject to the prior satisfaction of the following conditions:

7.1. Truth of Representations and Warranties. Purchaser's representations and warranties contained in this agreement shall be true at and as of the closing date as though the representations and warranties were made at and as of the transfer date.

7.2. Purchaser's Compliance with Covenants. Purchaser shall have performed and complied with its obligations under this agreement that are to be performed or complied with by it prior to or on the closing date.

7.3. Time Limit on Closing. Closing shall have taken place by the effective date of the filing of the Articles of Merger with the State of Florida.

7.4. Seller's Shareholder Authorization. The merger of Seller into Purchaser in the manner contemplated by this agreement shall have been duly and validly authorized by the holders of Seller's outstanding capital stock in accordance with the laws of the State of Florida.

8. Limitation on Survival and Effect of Certain Warranties, Representations and Covenants. All statements contained in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this agreement and the transactions contemplated shall be deemed representations and warranties by the respective parties.

8.1. Shareholders' Obligations. The representations and warranties and covenants of shareholders contained in this agreement shall survive the closing date and any investigation made by Purchaser or its agents.

8.2. Purchaser's Obligations. The representations, warranties and covenants of Purchaser contained in this agreement shall survive the closing date.

9. Securities Act Provisions-Exempt Offering. Based in part on the representations of the shareholders of Sellers as set forth in Section 3 hereof, the offer, sale and issuance of the Shares in conformity with the terms of this agreement constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "Securities Act"). Further, based in part on the representations of the Sellers and Purchasers set forth in Sections 3 and 4 hereof, the offer, sale and

issuance of the Shares in conformity with the terms of this agreement constitute transactions exempt from the registration requirements of Chapter 517 of the Florida Statutes.

10. Profit Sharing Plan and Other Employee Benefit Plans. Purchaser and Seller shall before and after the closing take all actions which may be necessary, convenient or appropriate in the opinion of Purchaser to transfer to Purchaser all the rights and to cause Purchaser to assume all the liabilities of Seller under its profit sharing plan and trust, as it may exist, (including the adoption of amendments to the plan and trust and such action as may be necessary to secure approvals of the Internal Revenue Service which may be required or deemed advisable), to the end that the plan may be integrated into Seller's profit sharing plan treating employment with Seller as employment with Purchaser under its plans and preserving the benefits previously accrued to Seller's employees. All other employee benefit plans of Seller, including but not limited to health and accident insurance, major medical insurance, sick pay plans, noninsured maternity benefits, group life insurance, and other employee fringe benefits, shall be continued by Purchaser subject to the same rights of termination available to Seller.

11. Closing

11.1. Time and Place. The closing of this transaction ("closing") shall take place at the offices of Thurlow, Thurlow & Giachino, P.A., at a date and time as shall be agreed to by all parties hereto, but effective on the date of the filing of the Articles of Merger with the State of Florida. This date is referred to in this agreement as the "closing date."

11.2. Documents to be Delivered by Seller. At the closing Seller shall deliver to Purchaser the following documents:

(a) A certificate signed by the officers of Seller that the representations and warranties made by Seller in this agreement are substantially accurate in all material respects on and as of the closing date with the same effect as though the representations and warranties had been made on or given on and as of the closing date and that Seller has performed and complied with all its obligations under this agreement which are to be performed or complied with by or prior to or on the closing date.

(b) Any employment agreements between any employee and Purchaser in satisfactory form to Purchaser.

(c) A certified copy of the duly adopted resolutions of the shareholders and board of directors authorizing the merger of Seller into Purchaser and the adoption of the Articles of Merger.

(d) A copy of the bylaws of Seller certified by its secretary and a copy of the Articles of Organization of Seller issued by the Secretary of State of Florida.

(e) Such other documents of transfer, certificates of authority and other documents as Purchaser may reasonably request.

11.3. Documents to be Delivered by Purchaser. At the closing Purchaser shall deliver to Seller the following documents:

(a) Certificates for the number of shares of Purchaser's common stock as determined in Section 1.2. The shares are to be registered in the names of the shareholders in accordance with their interest in Seller.

(b) A certified copy of the duly adopted resolutions of Purchaser's board of directors or executive committee authorizing or ratifying the execution, delivery and performance of this agreement and authorizing or ratifying the acts of its officers and employees in carrying out its terms and provisions.

11.4. Other Documents to be Delivered at the Closing. The following additional documents shall be delivered:

(a) Any certificates for the shares of Seller's stock now held by the shareholders.

12. Meeting of Shareholders. Seller will duly call, give notice of and hold a meeting of the holders of its common stock, or obtain a unanimous written consent of its shareholders, for the purpose of authorizing the merger of Seller into Purchaser, all in accordance with the Articles of Merger and this agreement.

13. Law Governing. This agreement shall be governed by the laws of the state of Florida. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this agreement in the Circuit Court in and for Martin County, Florida. The parties hereby agree that any controversy which may arise under this agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this agreement or otherwise, shall be determined by a Judge sitting without a jury.

14. Assignment; No Third-Party Rights. This agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that neither this agreement nor any party's rights or obligations hereunder may be assigned or delegated by such party without the prior written consent of the other party, and any attempted assignment or delegation of this agreement or any of such rights or obligations by any party without the prior written consent of the other parties shall be void and of no effect. Except as specifically provided herein, nothing in this agreement, express or implied, is intended to or shall confer upon any person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this agreement.

15. Amendment and Modification. Purchaser and Seller may amend, modify and supplement this agreement in any manner as may be agreed upon by them in writing. This agreement may not be modified or terminated orally.

16. Termination and Abandonment. This agreement may be terminated and the transaction provided for by this agreement may be abandoned without liability on the part of any party to any other, at any time before the closing date:

(a) By mutual consent of Purchaser and Seller;

(b) By Purchaser, if any of the conditions provided for in paragraph 6 of this agreement have not been met and have not been waived in writing by Purchaser;

(c) By Seller, if any of the conditions provided for in paragraph 7 of this agreement have not been met and have not been waived in writing by Seller.

In the event of termination and abandonment by any party as provided above in this paragraph 16, written notice shall be given to the other party, and each party shall pay its own expenses incident to preparation for the consummation of this agreement and the transactions contemplated.

The parties hereto shall each bear the fees and costs of their respective attorneys and experts incurred to date. In connection with any litigation, arbitration or other proceeding arising out of or related, directly or indirectly, to this agreement or any of the transactions referenced or discussed herein or contemplated hereby, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including those incurred in connection with appellate proceedings, from the non-prevailing party, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

17. Entire Agreement. This agreement, including the exhibits referred to herein, contains the entire agreement between the parties with respect to the transaction contemplated in this agreement and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. It may be executed in any number of counterparts, each of which shall be deemed for all purposes to be an original, but all of which together shall constitute one agreement. Facsimiles of signatures and of this agreement shall be considered for all purposes as originals. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by all of the parties.

18. Headings. The headings in the paragraphs of this agreement are inserted for convenience only and shall not constitute a part of the agreement.

19. Further Documents. Purchaser and Seller agree to execute any and all other documents, and to take any other action or corporate proceedings which may be necessary or desirable to carry out the terms of this agreement.

20. Pre-closing Non-Disclosure Covenant. Purchaser and Seller agree not to disclose to any third party the terms and conditions of this transaction prior to the date of closing, except to the party's attorneys, accountants or other professional advisors.

In witness of, the parties have caused this agreement to be duly executed all as of the day written below.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

Executed by Purchaser on this 6th day of JUNE, 2013

As to PURCHASER:

Margie McIntosh
Pratt

PURCHASER:

W & B DENTISTRY, P.A., a Florida corporation

Sean R. Rankin

By: Sean R. Rankin

Its: President

Executed by Seller on this 6th day of JUNE, 2013.

As to SELLER:

Margie McIntosh
Pratt
Margie McIntosh
Pratt

SELLER:

POB ASSOCIATES, PL, a Florida limited liability company

Thomas M. Hickey

By: Thomas M. Hickey, Manager-Member

Sean R. Rankin

By: Sean R. Rankin, Manager-Member

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

N/A

(Attach additional sheet if necessary)