

Exhibit A

ASSET PURCHASE AGREEMENT

by and among

SANUS HOLDINGS, LLC,

FORBA, LLC,

DD MARKETING, INC.,

DEROSE MANAGEMENT, LLC,

and

FORBA NY, LLC

June 14, 2006

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into on June 14, 2006 by and among SANUS HOLDINGS, LLC, a Delaware limited liability company ("SANUS"), and FORBA, LLC, a Colorado limited liability company ("FLLC"), DD MARKETING, INC., a Colorado corporation ("DDM"), DEROSE MANAGEMENT, LLC, a Colorado limited liability company ("DMLLC"), and FORBA NY, LLC, a New York limited liability company ("NYLLC" and, together with FLLC, DDM and DMLLC, "FORBA").

WITNESSETH:

WHEREAS, FORBA provides business management services to a number of dental practices throughout the United States (the "Business"), including those dental practices listed on Exhibit A to this Agreement and the dental practices with whom FORBA enters into Management Agreements (as hereinafter defined) between the date hereof and the consummation of the transactions contemplated herein (the "Practices"); and

WHEREAS, SANUS desires to acquire substantially all of the assets held or used in the conduct of the Business, and FORBA desires to transfer (or cause the transfer of) such assets to SANUS, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. SALE OF ASSETS AND CERTAIN RELATED MATTERS

1.1 Sale and Transfer of the Assets. Except for the Excluded Assets (as hereinafter defined) and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), FORBA agrees to sell, assign, transfer, convey and deliver to SANUS, and SANUS agrees to purchase and acquire, all right, title and interest in and to all assets owned or leased by FORBA or its affiliates and held or used in connection with the Business, whether tangible or intangible, whether real or personal, whether owned or leased, regardless of location, including the following (collectively, the "Assets"): (a) all real property leased by FORBA or its affiliates and used in the Business, together with all buildings, improvements and fixtures located thereupon, all of which is identified by street address on Schedule 1.1(a) attached hereto (the "Leased Real Property"); (b) all tangible personal property including all equipment, furniture, fixtures, machinery, vehicles, office furnishings, and leasehold improvements, whether movable or attached to the Leased Real Property (the "Personal Property"); (c) the current assets of FORBA of the type typically included in working capital, including all accounts and notes receivable (whether or not current); (d) prepaid expenses and deposits that were made with respect to the operation of the Business and that are useable after the Closing Date; (e) all inventories of supplies, drugs, janitorial and office supplies and other disposables and consumables on hand or under order for use in the Business (the "Inventory"); (f) to the extent allowed by the applicable laws, statutes, regulations, rules, ordinances, permits, licenses, approvals, codes, common laws, doctrines, directives or orders (the "Applicable Laws") of the United States, any state, province or other political subdivision thereof, and any court, tribunal, arbitrator, board, dental board, commission, branch, department, agency, natural person or other entity exercising, or entitled to exercise, executive, legislative, taxing, judicial, regulatory, quasi-governmental or administrative functions, powers or authority or other functions, powers or authority pertaining to government (the "Governmental Authorities"); all data and records created or maintained in the course of the operation of the Business and owned by FORBA, including all financial and personnel records

(including all documents, catalogs, books, files and operating manuals); (g) except for the Excluded Contracts (as hereinafter defined), each of the management services agreements between FORBA and the Practices set forth on Schedule 1.1(g) attached hereto (the "Management Agreements"), the contracts, commitments, leases, purchase orders and agreements (1) listed on Schedule 4.7(a), and (2) if and to the extent not required to be listed on Schedule 4.7(a), all contracts, commitments, leases, purchase orders and agreements to which FORBA is a party or has any rights or obligations that (A) individually involve future payments, performance of services or delivery of goods or materials by or to FORBA of any amount or value equal to or less than \$2,500 annually, (B) have a remaining term of equal to or less than six months or (C) can be terminated without penalty upon notice of 30 days or less (collectively, the "Assumed Contracts"); (h) all software installed on personal computers or servers, together with all manuals, procedures and other materials relating thereto; (i) to the extent assignable, all licenses and permits relating to the ownership, development and operation of the Business and held or owned by FORBA, and all other rights, privileges, franchises, certificates and applications relating to the operation or development of the Business and held or owned by FORBA; (j) all intangible rights and property including all intellectual property owned or licensed (as licensor or licensee), including all names, trade names, trademarks and service marks (and all variations thereof), the names "small smiles" and "FORBA" and all variations thereof, together with symbols and logos related thereto and any promotional material, stationary, supplies or other items of inventory bearing such names or symbols or variations thereof, telephone, facsimile and e-mail addresses (or numbers) and listings, internet web sites and internet domain names; (k) all warranties, guarantees, and covenants not to compete in favor of FORBA including all common law, implied warranties of any manufacturer or vendor covering the Personal Property; (l) all dental and medical protocols or know-how, whether in hard copy or embedded in software, that have been utilized by FORBA; (m) all claims, causes of action and judgments in favor of FORBA relating to the physical condition or repair of the Assets and claims assertable by (but not against) FORBA related to the physical condition or repair of the Assets; and (n) all goodwill associated with the Business and the Assets.

1.2 **Excluded Assets.** Notwithstanding any statement or provision contained in this Agreement to the contrary, the following assets which are associated with the operation of the Business and owned by FORBA are not intended by the parties to be a part of the Assets that are being purchased by SANUS hereunder and are hereby expressly excluded from such purchase and the definition of the term "Assets" (collectively, the "Excluded Assets"): (a) cash and cash equivalents of FORBA and the Practices as of the Effective Time (as hereinafter defined), investments in marketable securities, certificates of deposit (including the American Express certificate of deposit as specifically identified on Schedule 1.2(a) attached hereto) and temporary investments; (b) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid (as opposed to prepaid) by FORBA to any third party with respect to periods prior to the Effective Time; (c) all Inventory disposed of, expended or exhausted prior to the Effective Time in the ordinary course of business and items of equipment and other Assets transferred or disposed of prior to the Effective Time in a manner permitted in this Agreement; (d) all records or other materials that FORBA is required by Applicable Law to retain in its possession and all records related to Excluded Assets or Excluded Liabilities, as well as charter documents, minute books, stock ledgers, tax identification numbers, books of account and other constituent records relating to the organization of FORBA; (e) the agreements, contracts, commitments or leases listed on Schedule 1.2(e) attached hereto, which Schedule will be prepared by SANUS after its receipt of Schedule 4.7(a) (the "Excluded Contracts"); (f) rights to tax refunds and claims under or proceeds of insurance policies related to the Business or the Assets resulting from periods prior to the Effective Time; (g) all rights to the name "DD Marketing" and variations thereof, together with symbols and logos related thereto and any promotional material, stationary, supplies or other items of inventory bearing such names or symbols or variations thereof and the telephone number (719) 546-3333; (h) reserves or prepaid expenses related to Excluded Assets and Excluded Liabilities; (i) all employee benefit plans and funds and accounts of all employee

retirement, deferred compensation, health, welfare or benefit plans and programs, and any contracts or agreements related thereto; (j) the rights of FORBA under this Agreement; (k) the beverage contracts held by DDM; (l) personal property and effects of Dan DeRose, Mike Roumph and Rich Lane listed on Schedule 1.2(l) attached hereto; (m) the deposit held by the Denver Broncos Football Club; (n) the assets of each Practice; and (o) such other assets as are set forth in Schedule 1.2(o) attached hereto.

1.3 Interpretation. In this Agreement, unless the context otherwise requires: (a) references to this Agreement are references to this Agreement together with the Schedules and Exhibits hereto; (b) references to Articles and Sections are references to articles and sections of this Agreement; (c) references to any party to this Agreement shall include references to its respective successors and permitted assigns; (d) references to a judgment shall include references to any order, writ, injunction, decree, determination or award of any court or tribunal; (e) references to a "Person" shall mean and refer to any individual, company, corporation (whether public, private or governmental), corporate body, association, authority, partnership, limited liability company, firm, joint venture, business entity, trust or governmental agency; (f) the terms "hereof," "herein," "hereby," and any derivative or similar words will refer to this entire Agreement; (g) references to any document (including this Agreement) are references to such document as amended, consolidated, supplemented, novated or replaced by the parties thereof from time-to-time; (h) references to Applicable Laws are references to the Applicable Laws of the Governmental Authorities and are references to such Applicable Laws as of the Closing Date, unless clearly indicated otherwise; (i) the word "including" shall mean "including without limitation"; (j) references to time are references to Central Standard or Daylight time (as in effect on the applicable day) unless otherwise specified herein; (k) the word "affiliate" shall mean, as to the Person in question, any Person or entity that directly or indirectly controls, is controlled by, or is under common control with, the person in question and any successors or assigns of such Persons; (l) the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, by contract or otherwise; (m) references to one or any number of "days" are references to calendar days unless the phrase "business days" is expressly used; (n) the term "Lien" means any lien, option, charge, security interest, pledge or other encumbrance, of any kind or nature whatsoever.

2. FINANCIAL ARRANGEMENTS

2.1 Purchase Price. The purchase price for the Assets shall be \$470 million (the "Purchase Price"). The Purchase Price is payable on the Closing Date by SANUS in immediately available funds by wire transfer to accounts designated by each of FLLC, DDM, DMLLC and NYLLC. Notwithstanding the foregoing, FLLC, DDM, DMLLC and NYLLC shall direct that an aggregate of \$30 million of the Purchase Price otherwise payable to FLLC, DDM, DMLLC and NYLLC at Closing be paid, on a pro-rata basis, to Associated Bank, as escrow agent (the "Escrow Agent"), who shall hold such amount in an interest bearing escrow account pursuant to the terms of the Escrow Agreement in the form of Exhibit 2.1 attached hereto (the "Escrow Agreement").

2.2 Allocation of Purchase Price. The parties acknowledge and agree that the Purchase Price shall be allocated to the Assets as may be mutually agreed upon by the parties not later than 60 days following the Closing, which allocation will be made in accordance with the Internal Revenue Code of 1986, as amended (the "Code"). The parties agree to report the transactions contemplated by this Agreement for federal and state income tax purposes in accordance with such allocation, and to execute all forms required to be filed for tax purposes with any taxing authority in a manner consistent with such allocation. If the parties cannot agree on such allocation within 90 days after the Closing Date, then the allocation of the Purchase Price may be submitted by either FORBA or SANUS to the Accountants (as hereinafter defined) for resolution in the same manner as set forth in Section 2.5.

2.3 Assumed Liabilities. As of the Effective Time, SANUS shall assume and agree to pay, perform and discharge in accordance with their respective terms only the following liabilities in respect of the Business (collectively, the "Assumed Liabilities"): (a) the obligations of FORBA under the Assumed Contracts arising out of periods after the Effective Time; (b) FORBA's obligations for paid time off amounts due to Employees (as hereinafter defined), calculated as of Closing in the same manner historically calculated by FORBA (the "PTO"); (c) except for the American Express Payable (as hereinafter defined), accounts payable to affiliates, and accounts payable under or pursuant to any Benefit Plan (as hereinafter defined) other than the PTO, the current, accrued accounts payable of FORBA arising in the ordinary course of business; and (d) the obligations arising out of periods after the Effective Time under the guarantees signed by FORBA and/or certain of its members with respect to Practice Leases (as hereinafter defined) and as listed on Schedule 2.3 (d) attached hereto.

2.4 Excluded Liabilities. Except for the Assumed Liabilities, SANUS does not assume, shall not be liable for and under no circumstance shall SANUS be obligated to pay or assume, and none of the Assets shall be or become liable for or subject to any liability or obligation, whether (in any case) fixed or contingent, recorded or unrecorded, known or unknown, currently existing or hereafter arising, and whether or not set forth or described in the Schedules hereto (collectively, the "Excluded Liabilities") including the following: (a) any liability or obligation of FORBA, (b) any liability or obligation arising out of or relating to the conduct or operation of the Business prior to the Effective Time including any liability or obligation arising out of or relating to any Benefit Plan, or (c) any liability or obligation arising out of or relating to the ownership or use of the Assets prior to the Effective Time.

2.5 Net Working Capital. Between the date of this Agreement and the Closing, FORBA agrees to maintain its working capital in the ordinary course of business, in a manner consistent with its historical practice; provided, however, that FORBA shall pay, through the last statement date preceding the Closing, all accounts payable to American Express (the "American Express Payable") (provided, however, that if the date of such last statement is more than five days prior to Closing, then FORBA agrees to obtain and pay a "cut-off" statement from American Express dated not more than five days prior to Closing). Except for the payment of the American Express Payable, FORBA agrees to satisfy its accounts payable in the ordinary course of business, in a manner consistent with its historical practice.

2.6 Interest. Unless otherwise provided herein to the contrary, any payment required to be made by any party pursuant to this Agreement, if not paid before 15 days after the date such payment is required to be made (the "Interest Commencement Date"), shall accrue interest from the Interest Commencement Date to the day such payment is made, computed at an annual rate equal to the prime rate of interest, as published in The Wall Street Journal on the Interest Commencement Date (or the first date of publication thereafter), plus ten percent (10%) (the "Applicable Rate"); provided, however, that if the payment or collection of the Applicable Rate violates any Applicable Law, then payments subject to this Section shall be made together with interest from the Interest Commencement Date to the day such payment is made, computed at an annual rate equal to the highest rate of interest that may lawfully be made or collected in the relevant jurisdiction. All requests for payment pursuant to this Section shall be accompanied by a certificate of an officer of the party entitled to receive such payment setting forth the amount of the payment due pursuant to this Agreement (without regard to any amounts payable through operation of this Section), the applicable Interest Commencement Date and the Applicable Rate.

2.7 Risk of Loss. The risk of loss or damage to any of the Assets or the Business shall remain with FORBA until the Effective Time and FORBA shall maintain its insurance policies covering the Assets and the Business through the Effective Time.

2.8 Proration. To the extent not otherwise prorated pursuant to this Agreement, SANUS and FORBA shall, if applicable, prorate as of the Effective Time real estate and personal property lease

payments, real estate and personal property taxes, assessments and other similar charges against real estate, plus all other income and expenses which are normally prorated upon the sale of assets of a going concern, including without limitation, utilities.

3. CLOSING

3.1 Closing. Subject to the satisfaction or waiver by the appropriate party of all the conditions precedent to Closing specified in Sections 7 and 8 hereof, the consummation of the sale and purchase of the Assets and the other transactions contemplated by and described in this Agreement (the "Closing") shall take place at the offices of Waller Lansden Dortch & Davis, LLP, Nashville, Tennessee on August 4, 2006 or at such other date and/or at such other location as the parties hereto may mutually designate (the "Closing Date"). The Closing shall be effective as of 11:59 p.m. on the Closing Date (the "Effective Time").

3.2 Actions of FORBA at Closing. At the Closing and unless otherwise waived in writing by SANUS, FORBA shall deliver to SANUS the following: (a) a General Bill of Sale and Assignment in the form attached as Exhibit 3.2(a) (the "Bill of Sale"); (b) an Assignment and Assumption Agreement in the form attached as Exhibit 3.2(b) (the "Assignment Agreement"); (c) an Assignment and Assumption of Leased Real Property in the form attached as Exhibit 3.2(c) (the "Assignment and Assumption of Leased Real Property Agreement"); (d) an Assignment of Intellectual Property in the form attached as Exhibit 3.2(d); (e) Non-Compete Agreements in the form attached as Exhibit 3.2(e) (the "Non-Compete Agreements"); (f) the Escrow Agreement; (g) Transition Agreements in the form attached as Exhibit 3.2(g) (the "Transition Agreements"); (h) a certified copy of resolutions duly adopted by the members and/or shareholders of FLLC, DDM, DMLLC and NYLLC authorizing and approving their respective performance of the transactions contemplated hereby and the execution, delivery and performance of this Agreement and each of the other agreements contemplated in this Agreement to be executed and delivered by FORBA at Closing (together, the "Transaction Agreements"); (i) a certificate of the President of each of FLLC, DDM, DMLLC and NYLLC certifying that the conditions in Section 7.1 and Section 7.2 have been satisfied; (j) certificates of existence and good standing, or comparable status, of each of FLLC, DDM, DMLLC, NYLLC and each of the professional corporation or other entity through which any Practice operates from the respective state in which each was formed, dated the most recent practical date prior to the Effective Time; (k) a copy of the organizational and governing documents of each of FLLC, DDM, DMLLC, NYLLC and each of the professional corporation or other entity through which any Practice operates, certified in each case by the President of such entity; and (l) such other instruments and documents as SANUS reasonably deems necessary to effect the transactions contemplated hereby.

3.3 Actions of SANUS at Closing. At the Closing and unless otherwise waived in writing by FORBA, SANUS shall deliver to FORBA the following: (a) the Purchase Price in immediately available funds to the account(s) specified by FORBA (with the appropriate portion thereof to the Escrow Agent); (b) the Bill of Sale, the Assignment and Assumption of Leased Real Property Agreement and the Assignment Agreement; (c) the Escrow Agreement; (d) a certified copy of resolutions duly adopted by the members of SANUS authorizing and approving its performance of the transactions contemplated hereby and the execution, delivery and performance of this Agreement; (e) a certificate of the Chairman and CEO of SANUS, certifying that the conditions in Section 8.1 and Section 8.2 have been satisfied; and (f) such other instruments and documents as FORBA reasonably deems necessary to effect the transactions contemplated hereby.

3.4 Additional Acts. From time to time after Closing, each party shall execute and deliver such other instruments of conveyance and transfer, and take such other actions as the other party may

reasonably request, to more effectively convey and transfer full right, title and interest to, vest in, and place SANUS in legal and actual possession of, any and all of the Assets.

4. REPRESENTATIONS AND WARRANTIES OF FORBA

As of the date hereof and (except in cases where the representation speaks to another date, such as the date hereof) as of the Closing Date, FORBA represents and warrants to SANUS the following:

4.1 Corporate Authority. (a) FLLC has full limited liability company power and authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby. The execution, delivery and performance by FLLC of the Transaction Agreements to which it is a party and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary limited liability company action. No other action is required on the part of FLLC to validly and fully authorize its execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby.

(b) DDM has full corporate power and authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby. The execution, delivery and performance by DDM of the Transaction Agreements to which it is a party and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action. No other action is required on the part of DDM to validly and fully authorize its execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby.

(c) DMLLC has full limited liability company power and authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby. The execution, delivery and performance by DMLLC of the Transaction Agreements to which it is a party and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary limited liability company action. No other action is required on the part of DMLLC to validly and fully authorize its execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby.

(d) NYLLC has full limited liability company power and authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby. The execution, delivery and performance by NYLLC of the Transaction Agreements to which it is a party and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary limited liability company action. No other action is required on the part of NYLLC to validly and fully authorize its execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby.

4.2 Binding Agreement. (a) This Agreement has been duly executed and delivered by FLLC and constitutes the legally valid and binding obligation of FLLC, enforceable against FLLC in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect. Each Transaction Agreement to which it is a party (other than this Agreement) will have been on the Closing Date duly executed and delivered by FLLC and will constitute on the Closing Date the legally valid and binding obligation of FLLC, enforceable against FLLC in accordance with its terms, except as such

enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect.

(b) This Agreement has been duly executed and delivered by DDM and constitutes the legally valid and binding obligation of DDM, enforceable against DDM in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect. Each Transaction Agreement to which it is a party (other than this Agreement) will have been on the Closing Date duly executed and delivered by DDM and will constitute on the Closing Date the legally valid and binding obligation of DDM, enforceable against DDM in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect.

(c) This Agreement has been duly executed and delivered by DMLLC and constitutes the legally valid and binding obligation of DMLLC, enforceable against DMLLC in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect. Each Transaction Agreement to which it is a party (other than this Agreement) will have been on the Closing Date duly executed and delivered by DMLLC and will constitute on the Closing Date the legally valid and binding obligation of DMLLC, enforceable against DMLLC in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect.

(d) This Agreement has been duly executed and delivered by NYLLC and constitutes the legally valid and binding obligation of NYLLC, enforceable against NYLLC in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect. Each Transaction Agreement to which it is a party (other than this Agreement) will have been on the Closing Date duly executed and delivered by NYLLC and will constitute on the Closing Date the legally valid and binding obligation of NYLLC, enforceable against NYLLC in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect.

4.3 Ownership. (a) Schedule 4.3(a) attached hereto contains a complete and accurate list of each Person who owns or holds, beneficially or of record, any equity or other ownership interest in FLLC, together with such Person's ownership percentage and the number of shares or interests owned or held. Except as identified on Schedule 4.3(a), no other stock or other equity or ownership interests of FLLC, or securities or other rights convertible into or exchangeable for such stock or other equity or ownership interests, are outstanding. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require FLLC to issue, sell, or otherwise cause to become outstanding any of its stock or other equity or ownership interests. FLLC owns and holds, beneficially and of record, all of the equity or other ownership interests of NYLLC, and there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require NYLLC to issue, sell, or otherwise cause to become outstanding any of its stock or other equity or ownership interests.

(b) Schedule 4.3(b) attached hereto contains a complete and accurate list of each Person who owns or holds, beneficially or of record, any equity or other ownership interest in DDM, together with such Person's ownership percentage and the number of shares or interests owned or held. Except as identified on Schedule 4.3(b), no other stock or other equity or ownership interests of DDM, or -

securities or other rights convertible into or exchangeable for such stock or other equity or ownership interests, are outstanding. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require DDM to issue, sell, or otherwise cause to become outstanding any of its stock or other equity or ownership interests.

(c) Schedule 4.3(c) attached hereto contains a complete and accurate list of each Person who owns or holds, beneficially or of record, any equity or other ownership interest in DMLLC, together with such Person's ownership percentage and the number of shares or interests owned or held. Except as identified on Schedule 4.3(c), no other stock or other equity or ownership interests of DMLLC, or securities or other rights convertible into or exchangeable for such stock or other equity or ownership interests, are outstanding. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require DMLLC to issue, sell, or otherwise cause to become outstanding any of its stock or other equity or ownership interests.

4.4 Organization and Good Standing; No Violation. (a) Each of FLLC, DMLLC and NYLLC is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization. DDM is a corporation duly formed, validly existing and in good standing under the laws of the state of its formation. Each of the professional corporation or other entity through which any Practice operates is a corporation or limited liability company, as applicable, duly formed, validly existing and in good standing under the laws of the state of its formation. Each of FLLC, DDM, DMLLC, NYLLC and the professional corporation or other entity through which any Practice operates has the requisite power and authority to conduct its respective business as it is now being conducted. Each of FLLC, DDM, DMLLC and NYLLC is qualified to do business as a foreign limited liability company or corporation, respectively, in each state where their respective business activities make such qualification necessary.

(b) The execution, delivery and performance by FLLC of this Agreement and of each of the other Transaction Agreements to which it is party, and the consummation of the transactions contemplated herein and thereby, will not (i) violate, conflict with or result in a breach of any provision of the certificate of formation or operating agreement of FLLC; (ii) violate any requirement of any Applicable Law to which FLLC or the Assets may be subject; (iii) except as set forth in Schedule 4.4(b) attached hereto and except as set forth in the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), require any approval or consent of, or filing with, any Governmental Authority pursuant to any Applicable Law; (iv) conflict with, violate, constitute a default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any Assumed Contract or implicate any right of first refusal or other similar obligation to sell or transfer all or any portion of the Assets or any equity or other ownership interest in FLLC or any of its affiliates; (v) violate any requirement of any order, judgment, decree, writ, consent decree, award, settlement agreement, stipulation, ruling, corporate integrity agreement, injunction or subpoena of any Governmental Authority ("Orders") to which FLLC or the Assets may be subject; or (vi) result in the creation or imposition of any Lien upon any of the Assets, except in the case of clauses (iv) and (vi) only, for such conflicts, violations, defaults, terminations, cancellations, accelerations or Liens which have not had and cannot reasonably be expected, individually or in the aggregate, to have a material adverse effect on or with respect to the Business, the Assets or the operations, prospects, assets, results of operations or condition (financial or other) of the Business (a "Material Adverse Effect").

(c) The execution, delivery and performance by DDM of this Agreement and of each of the other Transaction Agreements to which it is party, and the consummation of the transactions contemplated herein and thereby, will not (i) violate, conflict with or result in a breach of any provision of

the articles of incorporation or bylaws of DDM; (ii) violate any requirement of any Applicable Law to which DDM or the Assets may be subject; (iii) except as set forth in Schedule 4.4(c) attached hereto and except as set forth in the HSR Act, require any approval or consent of, or filing with, any Governmental Authority pursuant to any Applicable Law; (iv) conflict with, violate, constitute a default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any Assumed Contract or implicate any right of first refusal or other similar obligation to sell or transfer all or any portion of the Assets or any equity or other ownership interest in DDM or any of its affiliates; (v) violate any Order to which DDM or the Assets may be subject; or (vi) result in the creation or imposition of any Lien upon any of the Assets, except in the case of clauses (iv) and (vi) only, for such conflicts, violations, defaults, terminations, cancellations, accelerations or Liens which have not had and cannot reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(d) The execution, delivery and performance by DMLLC of this Agreement and of each of the other Transaction Agreements to which it is party, and the consummation of the transactions contemplated herein and thereby, will not (i) violate, conflict with or result in a breach of any provision of the certificate of formation or operating agreement of DMLLC; (ii) violate any requirement of any Applicable Law to which DMLLC or the Assets may be subject; (iii) except as set forth in Schedule 4.4(d) attached hereto and except as set forth in the HSR Act, require any approval or consent of, or filing with, any Governmental Authority pursuant to any Applicable Law; (iv) conflict with, violate, constitute a default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any Assumed Contract or implicate any right of first refusal or other similar obligation to sell or transfer all or any portion of the Assets or any equity or other ownership interest in DMLLC or any of its affiliates; (v) violate any Order to which DMLLC or the Assets may be subject; or (vi) result in the creation or imposition of any Lien upon any of the Assets, except in the case of clauses (iv) and (vi) only, for such conflicts, violations, defaults, terminations, cancellations, accelerations or Liens which have not had and cannot reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(e) The execution, delivery and performance by NYLLC of this Agreement and of each of the other Transaction Agreements to which it is party, and the consummation of the transactions contemplated herein and thereby, will not (i) violate, conflict with or result in a breach of any provision of the certificate of formation or operating agreement of NYLLC; (ii) violate any requirement of any Applicable Law to which NYLLC or the Assets may be subject; (iii) except as set forth in Schedule 4.4(e) attached hereto and except as set forth in the HSR Act, require any approval or consent of, or filing with, any Governmental Authority pursuant to any Applicable Law; (iv) conflict with, violate, constitute a default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any Assumed Contract or implicate any right of first refusal or other similar obligation to sell or transfer all or any portion of the Assets or any equity or other ownership interest in NYLLC or any of its affiliates; (v) violate any Order to which NYLLC or the Assets may be subject; or (vi) result in the creation or imposition of any Lien upon any of the Assets, except in the case of clauses (iv) and (vi) only, for such conflicts, violations, defaults, terminations, cancellations, accelerations or Liens which have not had and cannot reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4.5 Financial Statements. Schedule 4.5 attached hereto includes copies of the following financial statements for FLLC, DDM and DMLLC (the "Financial Statements"): (i) with respect to FLLC, DDM and DMLLC, unaudited balance sheets (the "Reference Balance Sheet") dated as of April 30, 2006 (the "Balance Sheet Date"), and the related unaudited statements of income for the four months then ended; (ii) with respect to FLLC, audited balance sheets dated as of December 31, 2005, December 31, 2004, and December 31, 2003, and the related audited statements of income, changes in total members' equity and cash flows for the fiscal years then ended, including in each case the notes thereto,

together with the report thereon of KPMG LLP, independent certified public accountants; (iii) with respect to DDM, unaudited balance sheets dated as of December 31, 2005, December 31, 2004, and December 31, 2003, and the related unaudited statements of income for the fiscal years then ended, including in each case any notes thereto; and (iv) with respect to DMLLC, unaudited balance sheets dated as of December 31, 2005, December 31, 2004, and December 31, 2003, and the related unaudited statements of income for the fiscal years then ended, including in each case any notes thereto. The Financial Statements present fairly (and those delivered pursuant to Section 6.7, will present fairly) the financial condition and the results of operations (and, in the audited FLLC Financial Statement, changes in member's or shareholders' equity and cash flows) of FLLC at the respective dates of and for the periods referred to in such Financial Statements, all in accordance with GAAP. The Financial Statements present fairly (and those delivered pursuant to Section 6.7, will present fairly) the financial condition and the results of operations of each of DDM and DMLLC at the respective dates of and for the periods referred to in such Financial Statements, all in accordance with sound accounting principles (cash basis). The Financial Statements have been prepared from and are in accordance with the books and records of FLLC, DDM, and DMLLC as applicable. The Financial Statements reflect (and those delivered pursuant to Section 6.7 will reflect) the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes thereto. FORBA has also delivered to SANUS copies of all letters from FORBA's auditors to FORBA's board of directors (or the audit committee thereof) or senior management during the 36 months preceding the execution of this Agreement, together with copies of all responses thereto. As used in this Agreement, the term "GAAP" means generally accepted accounting principles as consistently applied.

4.6 Licensure and Compliance. (a) Except as set forth on Schedule 4.6(a)(i) attached hereto, FORBA and each of the Practices possess all permits, licenses, consents, authorizations, certificates, variances, exemptions, orders and approvals of and from all, and has made all declarations and filings with, Governmental Authorities necessary for the lawful conduct of their respective businesses, as presently conducted, and to own, lease, license and use their respective properties and assets except where non-possession has not had and cannot reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or has not had and cannot reasonably be expected, individually or in the aggregate, to have a material adverse effect on or with respect to a Practice or the operations, prospects, assets, results of operations or condition (financial or other) of a Practice (a "Practice Material Adverse Effect") (collectively, the "Permits"). Schedule 4.6(a)(ii) includes a list of all Permits, and all of the Permits are valid, and in full force and effect. No Permit is subject to termination or suspension as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

(b) The activities and businesses of FORBA and each of the Practices are being and have been conducted in compliance with the Applicable Laws except where the failure to so comply has not had and cannot reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or Practice Material Adverse Effect. Neither FORBA nor any Practice has received any notice of any investigation by any Governmental Authority with respect to the Business or any Practice and, to the knowledge of FORBA, no such investigation is pending or threatened. Except as set forth Schedule 4.6(b) attached hereto, neither FORBA, any Practice, the Assets nor the Business is subject to any Order or has received any written request for information, notice, demand letter, administrative inquiry or formal or informal complaint or claim with respect to the enforcement of any Applicable Law. Neither FORBA nor any Practice has received any notice or other communication from any Governmental Authority or any other Person regarding (i) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Permit or any failure to obtain any required Permit, or (ii) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Permit.

(c) Except as set forth Schedule 4.6(c) attached hereto, to the knowledge of FORBA, no legislation, rule or regulation has been proposed (that can reasonably be expected to be adopted in the foreseeable future) in any of the states in which FORBA or any Practice conducts operations, and no Applicable Law has been adopted in the preceding 12 months in any of the states in which FORBA or any Practice conducts operations that can, in either case, reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or Practice Material Adverse Effect.

(d) All applications required to have been filed for the renewal of the Permits have been duly filed on a timely basis with the appropriate Governmental Authorities to the knowledge of FORBA, and all other filings required to have been made with respect to such Permits have been duly made on a timely basis with the appropriate Governmental Authorities, except as cannot reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or a Practice Material Adverse Effect. Neither FORBA nor any Practice is required to make filings under any insurance holding company or similar state statute, or to be licensed or authorized as an insurance holding company in any jurisdiction in order to conduct its business as presently conducted.

4.7 Assumed Contracts; Contracts of Practices. (a) With the exception of Excluded Contracts, Schedule 4.7(a) includes a complete and accurate list of those Assumed Contracts that (i) involve future payments, performance of services or delivery of goods or materials (whether, in each instance, to FORBA or by FORBA) of any amount or value equal to or greater than \$2,500 annually, (ii) have a remaining term of equal to or greater than six months or (iii) cannot be terminated without penalty upon notice of 30 days or less. Notwithstanding the foregoing, all agreements, contracts, commitments, leases and open purchase orders made by FORBA in connection with the operation of the Business, (x) with any referral source including any dentist or other provider, (y) with any labor union or collective bargaining group or organization or (z) for the lease of, or otherwise involving, Leased Real Property shall be listed on Schedule 4.7(a). Except as listed on Schedule 4.7(a), no director, member, owner, executive officer or other affiliate of FORBA or, to the knowledge of FORBA, no Associated Dentist (as hereinafter defined), is a party to any contract, agreement, lease, sublease, commitment, undertaking, obligation or instrument, whether written or oral, with FORBA.

(b) FORBA has performed its obligations, and is not in breach or default, nor do any circumstances exist which with or without notice or lapse of time, or both, would result in breach or default, nor is there any claim of such breach or default with respect to any obligation to be performed, under any Assumed Contract, which breach or default, if not cured, would, individually or in the aggregate, have a Material Adverse Effect. FORBA has performed its obligations, and is not in breach or default, nor do any circumstances exist which with or without notice or lapse of time, or both, would result in breach or default, nor is there any claim of such breach or default with respect to any obligation to be performed, under any Management Agreement. Each of the Assumed Contracts (i) constitutes a valid and legally binding obligation of FORBA and is enforceable against FORBA in accordance with its terms, except as enforceability may be limited, restricted or delayed by available bankruptcy or other laws affecting creditor's rights, and debtor's relief generally and except as enforceability may be subject to general principles of equity; (ii) constitutes the entire agreement by and between the respective parties thereto with respect to the subject matter thereof; and (iii) complies in all material respects with the Applicable Laws. Except as expressly set forth in Schedule 4.7(b), the assignment of the Assumed Contracts to and assumption of such Assumed Contracts by SANUS does not require the consent of any party thereto and will not result in any penalty or premium, or variation of the rights, remedies, benefits or obligations of any party thereunder. True, complete and correct copies of each Management Agreement, as the same may be amended and is currently in effect, have been delivered by FORBA to SANUS.

(c) The Assumed Contracts and the Excluded Contracts constitute all contracts, commitments, leases, purchase orders and agreements used in the operation of the Business, whether written or oral.

(d) Except for the Practice Leases, the Practice Employment Agreements and the Payor Agreements (in each case, as hereinafter defined), and except for those that (i) do not individually involve future payments, performance of services or delivery of goods or materials of any amount or value equal to or greater than \$500 annually, or (ii) can be terminated without penalty upon notice of 30 days or less, Schedule 4.7(d) includes a complete and accurate list of all contracts, commitments, arrangements, leases, purchase orders and agreements, whether written or oral, to which any Practice is party or by which any Practice is bound (the "PC Agreements"). FORBA has delivered or made available to SANUS all leases or subleases for, or with respect to, the premises used by any Practice (the "Practice Leases"), all contracts and agreements, whether written or oral, between any Practice and any dentist, hygienist or other licensed professional (the "Practice Employment Agreements"), and all contracts and agreements between any Practice and any payor, managed care organization, insurance company, Medicaid, SCHIP, TRICARE or similar program (the "Payor Agreements" and, together with the Management Agreements, the Practice Leases, the Practice Employment Agreements and the PC Agreements, the "Practice Agreements").

(e) To the knowledge of FORBA, each Practice has performed its respective obligations, and is not in breach or default, nor do any circumstances exist which with or without notice or lapse of time, or both, would result in breach or default, nor is there any claim of such breach or default with respect to any obligation to be performed, under any Practice Agreement or other agreement material to its business, which breach or default, if not cured, would, individually or in the aggregate, have a Practice Material Adverse Effect. Each Practice has performed its obligations, and is not in breach or default, nor do any circumstances exist which with or without notice or lapse of time, or both, would result in breach or default, nor is there any claim of such breach or default with respect to any obligation to be performed, under any Management Agreement. Each of the Practice Agreements and other material agreements related to the business of the applicable Practice (i) constitutes a valid and legally binding obligation of the parties thereto and is enforceable against such parties in accordance with its terms, except as enforceability may be limited, restricted or delayed by available bankruptcy or other laws affecting creditor's rights, and debtor's relief generally and except as enforceability may be subject to general principles of equity; (ii) constitutes the entire agreement by and between the respective parties thereto with respect to the subject matter thereof; and (iii) complies in all material respects with the Applicable Laws. Except for those under the Practice Agreements, the change of control of any professional corporation or other entity through which any Practice operates does not require the consent of any party to any agreement material to the business of a Practice and will not result in any penalty or premium, or variation of the rights, remedies, benefits or obligations of any party thereunder. For purposes of this Section 4.7(e), the terms "breach" and "default" shall not refer to the failure of any de novo Practice to pay any management fee under its Management Agreement during the period that the Practice first opens until the time that the Practice first becomes cash-flow positive (the "Ramp-Up Period"), or the failure of any such Practice during the Ramp-Up Period to pay any note receivable due FORBA under its Management Agreement. Practices operating within a Ramp-Up Period are sometimes referred to in this Agreement as "De Novo Practices".

(f) Each Practice Lease is in full force and effect, and the professional corporation or other entity through which any Practice operates party thereto has all right, title and interest as "tenant" thereunder, free and clear of all Liens. Except as evidenced by any Practice Lease, there are no Persons (other than the professional corporation or other entity through which any Practice operates party thereto) in possession of, or who have the right to occupy, the premises subject to the Practice Leases and there are no subleases, licenses, concessions other agreements, written or oral, granting any Person the right to

use or occupy any portion of such premises. All rental payments due under the Practice Leases (in which any Practice is a tenant or subtenant) as of the Closing Date have been paid. Each Practice has complied in all material respects with the terms of each Practice Lease to which it is a party. No Practice has received any notice of default from the lessor or sublessor under any Practice Lease or any other third party, which default has not been cured, and no event has occurred that, upon the passage of time or giving of notice, or both, would result in any event of default by any Practice under any of the Practice Leases. There is no pending or, to the knowledge of FORBA, threatened legal action alleging any zoning violations, or affecting any Practice Lease, including, without limitation, any condemnation action, and, to the knowledge of FORBA, there is no basis for any such action. No Practice has received notice that the premises subject to any Practice Lease, or the buildings or improvements situated thereon, is in violation of any zoning or land use ordinances and regulations applicable thereto or to the ownership or operation thereof.

4.8 Associated Practices, Dentists and Professionals. (a) Schedule 4.8(a) attached hereto contains a complete and accurate list of (i) each of the Practices (including the full legal names and states of organizations of the professional corporations or other entities through which the Practices operate, together with the total number of shares of capital stock or other ownership interests authorized, issued and outstanding by such professional corporation or other entity; (ii) the name of each Person who owns or holds, beneficially or of record, any equity or other ownership interest in any professional corporation or other entity through which any Practice operates (the "Practice Owners"), together with such Person's ownership percentage and the number of shares or ownership interests owned or held; and (iv) the full street address of each Practice. Except as identified on Schedule 4.8(a), no other stock or other equity or ownership interests of any professional corporation or other entity through which any Practice operates, or securities or other rights convertible into or exchangeable for such stock or other equity or ownership interests, are outstanding. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require any professional corporation or other entity through which any Practice operates to issue, sell, or otherwise cause to become outstanding any of its stock or other equity or ownership interests.

(b) Schedule 4.8(b) attached hereto contains a complete and accurate list of each dentist now employed or engaged as an independent contractor, or so employed or engaged within the past twelve months, by any Practice, indicating the practice location(s) for each such dentist (the "Associated Dentists") and, to the extent applicable, the date such employment or independent contractor relationship was terminated.

(c) Each Associated Dentist now employed by or contracting with any Practice engages in dental practice only for the corresponding Practice (except as listed on Schedule 4.8(c) attached hereto), has graduated from an accredited school of dentistry or its equivalent in the case of certain foreign Associated Dentists, is fully accredited as, and has all permits or a pending application for all permits, licenses, consents, authorizations, certificates, variances, exemptions, orders and approvals of and from all, and has made all declarations and filings with, Governmental Authorities and other governmental authorizations necessary to practice dentistry in each state in which such Associated Dentist engages in dental practice (the "Governmental Permits"), and each Associated Dentist carries all professional malpractice insurance required under his or her respective Practice Employment Agreement or other contract. To the extent required by Applicable Law, each Practice Owner is fully accredited, and has all necessary Governmental Permits, in each state (i) in which such Practice Owner engages in dental practice or (ii) where any professional corporation or other entity through which any Practice operates in which the Practice Owner has any interest conducts its operations.

(d) To the knowledge of FORBA, each hygienist now employed or engaged as an independent contractor by any Practice (the "Associated Professionals") has graduated from an accredited

school of dental hygiene, and has all Governmental Permits necessary to work as a hygienist in each state in which such Associated Professional works as a hygienist.

(e) To the knowledge of FORBA: (i) each Governmental Permit required to be maintained by an Associated Dentist, Associated Professional or Practice Owner is valid and in full force and effect and each Associated Dentist, Associated Professional or Practice Owner is in compliance in all respects with all of the terms and requirements thereof; (ii) no event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Permit maintained by any Associated Dentist, Associated Professional or Practice Owner, or result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Governmental Permit maintained by any Associated Dentist, Associated Professional or Practice Owner; (iii) no Associated Dentist, Associated Professional or Practice Owner has received any notice or other communication from any Governmental Authority or any other Person regarding any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Permit maintained by any Associated Dentist, Associated Professional or Practice Owner or any failure to obtain any required Governmental Permit, or any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Governmental Permit maintained by any Associated Dentist, Associated Professional or Practice Owner; (iv) all applications required to have been filed by each Associated Dentist, Associated Professional or Practice Owner for the renewal of the Governmental Permits have been duly filed on a timely basis with the appropriate Governmental Authorities, and all other filings required to have been made by Associated Dentist, Associated Professional or Practice Owner with respect to such Governmental Permits have been duly made on a timely basis with the appropriate Governmental Authorities.

(f) Except as set forth in Schedule 4.8(f) attached hereto, each Practice is and has been, with respect to conduct of its operations, in compliance with all Applicable Laws, except where the failure to be in such compliance will not have a Practice Material Adverse Effect. Except as set forth in Schedule 4.8(f), no Practice has been charged with or given notice of, and to the knowledge of FORBA, is not under investigation with respect to any violation of any Applicable Law.

4.9 Sufficiency of Assets; Title. (a) The Assets constitute all of the properties and assets (whether tangible or intangible, whether real or personal, whether owned or leased, regardless of location) that are necessary to enable SANUS to carry on the Business following the Closing in the same manner as it was operated immediately prior to the Closing, and this Agreement, together with the Transaction Agreements, effectively sells, assigns, transfers, conveys and delivers to SANUS all of the Assets. None of the Assets is in the possession, custody, or control of any Person other than FORBA. All items of Inventory included in the Assets will, at the Closing, consist of items of a quality and quantity usable and saleable in the ordinary course of business and conform to generally accepted standards in the dental industry, as applicable. FORBA has good and marketable leasehold title to the Leased Real Property. FORBA has good and valid title to the Personal Property. To the knowledge of FORBA, the structures and equipment included within the Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such structures or equipment is in need of maintenance, repair or improvement except for routine, non-material maintenance items arising in the ordinary course of business. The Personal Property included in the Assets has been well maintained, is in suitable condition for its use (ordinary wear and tear excepted), and complies with all Applicable Laws.

(b) All accounts receivable of the Practices reflected (or that should be reflected) on their respective unaudited balance sheets as of April 30, 2006, and all accounts receivable of the Practices reflected (or that should be reflected) on the accounting records of the Practices as of the Closing Date

(collectively, the "Accounts Receivable"), represent or will represent valid obligations arising out of dental services provided at the Practice in the ordinary course of business and are collectable (net of the revenue adjustments and bad debt allowances recorded by each of the Practices). For the period beginning on April 1, 2006 and ending on the Closing, the revenue adjustments and bad debt expense of each of the Practices (as a percentage of revenue) will not be less than the revenue adjustments and bad debt expense recorded by each of the Practices for its fiscal year ended December 31, 2005 and the three-month period ended March 31, 2006 (as a percentage of revenue). There is no contest, claim, or right of set-off, other than returns in the ordinary course of business, under any Assumed Contract with any obligor of an Accounts Receivable relating to the amount or validity of such Accounts Receivable. Schedule 4.9(b) attached hereto contains a complete and accurate list of all Accounts Receivable as of the Balance Sheet Date.

(c) Schedule 1.1(a) includes true, complete and accurate copies of all lease and sublease agreements pursuant to which FORBA or any of its affiliates have the right to occupy the Leased Real Property (the "Leases"). The Leased Real Property comprises all of the land, buildings and premises occupied or used by FORBA or its affiliates in connection with the operation of the Business. The Leases are in full force and effect, and FORBA has all right, title and interest as "tenant" thereunder, free and clear of all Liens. Except as evidenced by any Lease or other Assumed Contract, there are no Persons (other than FORBA) in possession of, or who have the right to occupy, the Leased Real Property and there are no subleases, licenses, concessions other agreements, written or oral, granting any Person the right to use or occupy any portion of the Leased Real Property. All rental payments due under the Leases (in which FORBA is a tenant or subtenant) as of the Closing Date have been paid. FORBA has complied in all material respects with the terms of each Lease to which it is a party. FORBA has not received any notice of default from the lessor or sublessor under the Leases or any other third party, which default has not been cured, and, to the knowledge of FORBA, no event has occurred that, upon the passage of time or giving of notice, or both, would result in any event of default by FORBA under any of the Leases. There is no pending or, to the knowledge of FORBA, threatened legal action alleging any zoning violations, or affecting any portion or all of any of the Leased Real Property, including, without limitation, any condemnation action, and, to the knowledge of FORBA, there is no basis for any such action. FORBA has not received any notice that the Leased Real Property, or the buildings or improvements situated thereon, is in violation of any zoning or land use ordinances and regulations applicable thereto or to the ownership or operation thereof.

(d) FORBA owns no real property held or used in connection with the Business. Except as listed on Schedule 4.9(d), no affiliate of FORBA owns any real property held or used in connection with the Business.

(e) Except as set forth on Schedule 4.9(e): (i) to the knowledge of FORBA, all improvements to the Leased Real Property conform to all Applicable Laws, except where the noncompliance with which, individually or in the aggregate, cannot reasonably be expected to have a Material Adverse Effect; (ii) all licenses, permits and approvals required for the occupancy and operation of the Leased Real Property (with appurtenant parking uses) as presently being used have been obtained and are in full force and effect and FORBA has received no notices of violations in connection with such items and FORBA does not have in its possession any studies or reports which indicate any defects in the design or construction of any of the improvements at the Leased Real Property; (iii) there are no eminent domain or other similar proceedings pending or, to FORBA's knowledge, threatened with respect to any portion of the Leased Real Property; (iv) there are no Orders outstanding, nor any action, claim, cause of action, suit (in contract, tort, at equity or otherwise), litigation, arbitration, investigation, opposition, hearing, complaint, written demand, dental board inquiry, dispute, notice or proceeding to, from, by or before any Governmental Authority or other Person ("Actions"), relating to the ownership, lease, use, occupancy or operation by any Person of the Leased Real Property; (v) FORBA has received no written

notice that the use and operation of the Business violates in any material respect any instrument of record or agreement affecting the Leased Real Property; (vi) to FORBA's knowledge, the Leased Real Property complies in all material respects with all applicable building, zoning, subdivision and other land use and similar Applicable Laws affecting the Leased Real Property (collectively, the "Real Estate Laws") the non-compliance with which can reasonably be expected to have a Material Adverse Effect, and FORBA has not received any written notice of violation or claimed violation of any Real Estate Law; (vii) to FORBA's knowledge, no current use by FORBA of the Leased Real Property is dependent on a nonconforming use or other governmental approval, the absence of which would materially limit the use of such properties or assets held for use in connection with, necessary for the conduct of, or otherwise material to, the Business; (viii) no assessments for public improvements, impact fees or similar exactions have been made against the Leased Real Property that remain unpaid; (ix) there is no agreement or arrangement for payment in lieu of Taxes (as hereinafter defined); (x) all public utilities that currently serve the Leased Real Property constitute the utilities that have historically served the Leased Real Property and operate at levels and in quantities that have historically served the Leased Real Property and that are reasonably necessary for the operation thereof; (xi) to the knowledge of FORBA, such utilities are owned by the utility company or Governmental Authority; (xii) there are no unpaid fees, access charges or similar fees, or permits necessary for the ongoing provision of such utilities for the Leased Real Property; (xiii) to the knowledge of FORBA, all such public utilities enter the Leased Real Property through adjoining public streets and to the extent any such utilities pass through adjoining private land FORBA has received no notice of encroachment, and no claims have been asserted by any third parties in connection therewith in connection therewith; (xiv) as of the date of this Agreement, FORBA has not received any written notice from any Governmental Authority or any third party of any violation of any Real Estate Law. FORBA has not received any written notice from any insurance company that carries any of FORBA's insurance with respect to the Leased Real Property that any portion of the Leased Real Property violates any building, fire, or health code or law or similar laws. To FORBA's knowledge, there are no outstanding or unfulfilled written requirements or written recommendations of any insurance company insuring the Leased Real Property or board of fire underwriters regarding any repairs to or work to be performed with respect to the Leased Real Property.

4.10 Insurance. FORBA and each Practice has been, and presently are, insured against the normal risks of the Business and the conduct of the Practices on a claims made basis including malpractice, professional and general liability insurance. With respect to any such insurance which is on a claims made basis, such insurance has available extended reporting period coverage (i.e. tail coverage). FORBA has provided SANUS with all information regarding any claims against the insurance policies relating to the Business or the conduct of the Practices during the last 36 months. Except as disclosed on Schedule 4.10, no pending notice of cancellation or nonrenewal with respect to, or material increase of premium for, any insurance has been received by FORBA or any Practice. Except as set forth on Schedule 4.10, FORBA has no knowledge of any facts or the occurrence of any event which might materially increase the premiums payable under any insurance coverage.

4.11 Litigation, Actions and Orders. Except as disclosed on Schedule 4.11 attached hereto, (a) there are no Actions pending or, to the knowledge of FORBA, threatened against, affecting or relating to FORBA, any Practice, the Assets or the Business, and (b) there are no Actions pending or, to the knowledge of FORBA, threatened that seek to restrict or enjoin, or that could reasonably be expected to delay, the consummation of the transactions contemplated hereunder.

4.12 Employee Benefit Plans. (a) Schedule 4.12(a) sets forth a true, complete and correct list of all Benefit Plans (as hereinafter defined) (i) which are currently, or at any time within the last six years were, maintained or contributed to by FORBA or any ERISA Affiliate (as hereinafter defined), or (ii) with respect to which FORBA has any liability or obligations to any current or former officer, employee, or service provider of FORBA or any ERISA Affiliate, or the dependents of any thereof, regardless of

whether funded. The term "Benefit Plans" means "employee benefit plans," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), all benefit plans as defined in Section 6039D of the Code and the rules and regulations promulgated thereunder, and all other stock purchase, stock option, equity-based, retention bonus, bonus, incentive compensation, deferred compensation, profit sharing, severance, change-in-control, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, disability, group insurance, vacation, holiday, sick leave, fringe benefit, welfare and other employee benefit plans or employment (including severance and change-in-control) agreements, programs, policies or other arrangements (whether formal or informal, oral or written, qualified or non-qualified, and whether or not subject to ERISA), including any funding mechanism therefore now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise, under which any employee, independent contractor, leased employee, person deemed to be an employee, former employee or director (or dependent or beneficiary thereof) of FORBA or any ERISA Affiliate has any present or future right to benefits or under which FORBA or any ERISA Affiliate has any present or future liability. The term "ERISA Affiliate" means (a) any related company or trade or business that is required to be aggregated with FORBA under Code Sections 414(b), (c), (m) or (o); (b) any other company, entity or trade or business that has adopted or has ever participated in any Benefit Plan related to FORBA; (c) any predecessor or successor company or trade or business of FORBA; and (d) each Practice.

(b) Neither FORBA nor any ERISA Affiliate has been liable at any time for contributions to a plan that is or has been at any time subject to Section 412 of the Code, Section 302 of ERISA and/or Title IV of ERISA. There is no multiemployer plan (as defined in Section 3(37) or Section 4001(a)(3) of ERISA) under which any current or former employee of FORBA or any ERISA Affiliate has any present or future right to benefits pursuant to such employment or under which FORBA or any ERISA Affiliate has any present or future liability. Neither FORBA nor any ERISA Affiliate has sponsored or contributed to or been required to contribute to a multiemployer plan or to a multiple employer welfare arrangement (as defined in Section 3(40) of ERISA).

(c) FORBA has made available to SANUS, with respect to each of the Benefit Plans, true, accurate and complete copies of the following documents, as applicable: (i) the Benefit Plan document and all amendments, (ii) any related trust agreement or other funding instrument, (iii) the most recent IRS determination letter, (iv) any summary plan description and other material written communications provided to FORBA's employees concerning the extent of the benefits provided under each Benefit Plan, (v) the actuarial report and annual reports (Form 5500), if any, for such Benefit Plan for each of the last three years and (vi) all personnel, payroll and employment manuals and policies.

(d) Neither FORBA nor any ERISA Affiliate nor, to the knowledge of FORBA, any other Person has engaged in a prohibited transaction, breached any fiduciary duty or violated any Applicable Law applicable to the Benefit Plans and related funding arrangements. Each Benefit Plan intended to be qualified under Section 401(a) of the Code has a current favorable determination letter as to its qualification or the sponsor of the Benefit Plan may rely on the IRS notification letter to the sponsor of any prototype plan used to document the terms of such Benefit Plan as to the tax-qualified status of such Benefit Plan, and no event has occurred which would reasonably be expected to cause any Benefit Plan to become disqualified for purposes of Section 401(a) of the Code. Each Benefit Plan has been operated in compliance with Applicable Law, including Section 401(a) of the Code and ERISA, and in accordance with its terms. Any contributions, including salary deferrals, required to be made under the terms of any of the Benefit Plans as of the date of this Agreement have been timely made or, if not yet due, have been (and will be) properly reflected on the Financial Statements, as applicable.

(e) All required reports, Tax Returns (as hereinafter defined), documents and plan descriptions of the Benefit Plans have been timely filed with the IRS and the U.S. Department of Labor

and/or, as appropriate, provided to participants in the Benefit Plans. There are no pending claims, lawsuits or actions relating to any Benefit Plan (other than ordinary course claims for benefits) and, to the knowledge of FORBA, none are threatened.

(f) The consummation of the transactions contemplated by this Agreement will not accelerate the time of vesting or payment, trigger any payment or funding, or increase the amount of compensation or benefits to any employee, officer, former employee or former officer of FORBA or trigger any other material obligation pursuant to any Benefit Plan or any contract or similar arrangement. No Benefit Plans or other contracts or arrangements provide for payments that would be triggered by the consummation of the transactions contemplated by this Agreement that would subject any person to excise tax under Section 4999 of the Code, and FORBA has not made any payments, is not obligated to make any payments and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code.

(g) FORBA and any ERISA Affiliates have complied in all material respects with the continuation coverage provisions of Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and any applicable state Laws mandating health insurance continuation coverage for employees. FORBA has made available to SANUS a list of all current and former employees of FORBA and any ERISA Affiliates and their beneficiaries who are eligible for and/or have elected continuation coverage under COBRA. No Benefit Plan provides for, and no written or oral agreements have been entered into promising or guaranteeing, the continuation of medical, dental, vision, life or disability insurance coverage for any current or former employees of FORBA or any ERISA Affiliate or their beneficiaries for any period of time beyond the termination of employment (except to the extent of coverage required under COBRA). No Benefit Plan is a multiple employer welfare arrangement described in section 3(40) of ERISA.

(h) No Lien exists with respect to any of the Assets of FORBA or any ERISA Affiliate that was imposed pursuant to the terms of the Code or ERISA.

4.13 Employees and Employee Relations. (a) FORBA has delivered to SANUS complete and accurate copies of each employment, consulting, independent contractor, medical director or similar agreement to which FORBA or any Practice is a party. Except as disclosed on Schedule 4.13(a), neither FORBA nor any Practice is a party to or bound by any agreement, whether written or oral (i) for the employment of any individual, or the provision of services by any individual; (ii) with any labor union; or (iii) relating to or involving the payment of any bonus, severance or termination payment to any employee or former employee. The employment of each employee, consultant, independent contractor or other worker of FORBA or any Practice has been properly reported to all proper parties for all purposes under Applicable Law, including but not limited to all taxing authorities, unemployment compensation insurance boards, workers compensation boards, and the social security administration.

(b) Neither FORBA nor any Practice is a party to any collective bargaining agreement, and neither FORBA nor any Practice has recognized or received a demand for recognition of any collective bargaining representative. During the past three years there have been no labor strikes, organizing efforts, work stoppages or material disputes with any employees of FORBA or any Practice and, to the knowledge of FORBA, no such actions are threatened against FORBA or any Practice.

(c) Schedule 4.13(c) attached hereto sets forth a list of each of the employees of FORBA and the Practices as of the date of this Agreement (sorted by Practice or headquarters location and indicating the employer of each employee) including with respect to each such employee: his or her name, position, hire date and current annual salary and bonus entitlement or hourly wage, as the case may be. With respect to any such employee who is on disability or any other leave of absence as of the date of-

this Agreement, Schedule 4.13(c) attached hereto describes the nature of such leave of absence. (Not less than three days prior to the Closing, FORBA will deliver an updated version of Schedule 4.13(c) to SANUS (which shall be prepared as of a date no earlier than 15 days prior to the Closing).)

(d) Except as disclosed on Schedule 4.13(d), no employee of FORBA or any Practice (whether or not such employee becomes an employee of SANUS) will become entitled to any bonus, retirement, severance, job security or similar benefit, other payment or enhanced such benefit or payment as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby, other than any such bonus, payment or benefit which is borne by FORBA and which would not be among the Assumed Liabilities.

(e) To the knowledge of FORBA and except as listed on Schedule 4.13(e) attached hereto, no Associated Dentist has indicated an intent to terminate his or her relationship with such Practice, whether as a result of this Agreement, the consummation of the transactions contemplated hereby or otherwise, and neither FORBA nor any Practice has received any notification to such effect. Except as disclosed on Schedule 4.13(e) attached hereto, each of the Practice Employment Agreements is in full force and effect and no party thereto is in material breach of or default under any such Practice Employment Agreement and, to the knowledge of FORBA, no facts or circumstances exist that with the passage of time or the giving of notice or both would constitute an event of default by any party thereto.

4.14 Compliance with Laws. Except as set forth in Schedule 4.14 attached hereto, FORBA is and has been, with respect to the operation of the Business, in compliance with guidelines of the American Academy of Pediatric Dentistry and all Applicable Laws, except where the failure to so comply has not had, and cannot reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as set forth in Schedule 4.14, FORBA has not been charged with or given notice of, and to the knowledge of FORBA is not under investigation with respect to any violation of any Applicable Law. Except as set forth in Schedule 4.14 attached hereto, each Practice is and has been, with respect to the operation of its respective business, in compliance with all Applicable Laws, except where the failure to so comply has not had, and cannot reasonably be expected to have, individually or in the aggregate, a Practice Material Adverse Effect. Except as set forth in Schedule 4.14, no Practice has been charged with or given notice of, and to the knowledge of FORBA is not under investigation with respect to any violation of any Applicable Law.

4.15 Environmental Laws. Except as set forth in Schedule 4.15 hereto, (a) neither FORBA nor any Practice has been or is in material violation of any Applicable Law pertaining to the environment, natural resources, safety or health of humans or other living organisms, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and the Resource Conservation and Recovery Act ("RCRA") (collectively, the "Environmental Laws"); (b) to FORBA's knowledge, no Hazardous Substances (which for purposes of this Section shall mean and include polychlorinated biphenyls, friable asbestos and any substance, material, pollutant, contaminant, constituent, waste, toxic substance, petroleum or petroleum-derived substance, waste, or other compound, element, material or substance in any form whatsoever which are included under or regulated, restricted or addressed by or under any Environmental Law) have been, by FORBA, any of its affiliates or any Practice, disposed of, released or discharged on, at or beneath any real property (including groundwater contamination) in violation of any Environmental Law; (c) neither FORBA nor any Practice has received any notice, demand, letter, claim or request for information alleging that FORBA, any Practice or any of the Leased Real Property or property subject to any Practice Lease is in material violation of, or liable under, any Environmental Law; and (d) neither FORBA nor any Practice is subject to any Order relating to any Environmental Law.

4.16 **Taxes.** For purposes of this Agreement, the terms "Tax" or "Taxes" mean any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, escheat, unclaimed property, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other person under Reg. §1.1502-6 (or any Applicable Law), as a transferee or successor, by contract, or otherwise. For purposes of this Agreement, the term "Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof. Neither FORBA nor any Practice has taken nor will take any action, and neither FORBA nor any Practice has failed to take nor will it fail to take any action, in respect of any Taxes (including any withholdings required to be made in respect of employees) which has had, or can reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Tax Returns which are required to be filed by FORBA or any Practice have been filed or will be filed within the time and in the manner provided by Applicable Law (including any valid extensions thereof). All such Tax Returns are or will be true and correct and accurately reflect in all material respects the Tax liabilities and/or Tax information reporting of FORBA and each Practice. All Taxes due and owing from FORBA and the Practices (whether or not shown on any Tax Return) have been or will be paid or adequately provided for by FORBA or such Practice within the time and in the manner provided by Applicable Law. There are no Tax liens on any of the Assets (except for any lien or liens for Taxes not yet due and payable). There is no Lien on any of the Assets due to the failure (or alleged failure) to file any Tax Return or pay any Tax, nor will any such lien or encumbrance arise after the Closing arising out of any act or omission of FORBA or any Practice. All Taxes required by Applicable Law to be withheld or collected with respect to the Assets, the Business or the conduct of any Practice have been duly withheld or collected and have been timely paid over to the proper taxing authorities. None of the Assets (a) is "tax-exempt use property" within the meaning of Section 168(h) of the Code, (b) is property which is required to be treated as being owned by any other person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Code; or (c) directly or indirectly secures any debt the interest on which is tax exempt under Section 103(a) of the Code. Except as listed on Schedule 4.16 attached hereto, there is no audit, examination, investigation, appeal, litigation or other proceeding currently pending with respect to Taxes relating to the Assets, the Business or any Practice. Except as listed on Schedule 4.16, no written document or comparable consent extending or waiving, or having the effect of extending or waiving, the application of the statute of limitations with respect to any Taxes relating to the Assets, the Business or any Practice is currently outstanding, pending or otherwise in effect with any taxing authority, and no written power of attorney with respect to any such Taxes has been filed or entered into with any taxing authority. Except as listed on Schedule 4.16, neither FORBA nor any Practice has requested or been granted an extension of the time for filing any Tax Return with respect to the Assets, the Business or any Practice to a date on or after the Closing Date.

4.17 **Intellectual Property.** Set forth on Schedule 4.17 is a complete and accurate description of each trademark, trade name, service mark, patent, registered copyright or other registered intellectual property held or used by FORBA in the operation of the Assets or the Business and any current registration or application with respect thereto (the "Intellectual Property"). FORBA is the sole and exclusive owner of, or otherwise has the lawful right to use all of the Intellectual Property. Except for the rights of a licensor in Intellectual Property licensed to FORBA arising pursuant to such license, no person or entity other than FORBA has any right, title, license, option or interest in or to any of the Intellectual Property. No notice has been received by FORBA, nor to the knowledge of FORBA, has any such notice been threatened, that any of its rights in or to the Intellectual Property are invalid or unenforceable or that

any infringement or misappropriation thereof, in whole or in part, by any third party has occurred. To the knowledge of FORBA, the ownership and use of the Intellectual Property does not cause or involve the infringement, misuse or misappropriation of any patent, copyright, trade secret or other proprietary or intellectual property (whether conferred by statute, code, common law or otherwise) of any third party, including other letters patent heretofore issued in the United States or upon any other applications for letters patent, or any proprietary, technical or other information or trade secrets. With respect to any and all software licensed by FORBA from any Person, FORBA has delivered to SANUS current, correct and complete proof of licensure certificates and such certificates will be current on the Closing Date. No Practice owns or uses any trademark, trade name, service mark, patent, registered copyright or other registered intellectual property that, if lost or forfeited, would cause a Practice Material Adverse Effect, nor does any Practice cause or involve the infringement, misuse or misappropriation of any patent, copyright, trade secret or other proprietary or intellectual property (whether conferred by statute, code, common law or otherwise) of any third party, including other letters patent heretofore issued in the United States or upon any other applications for letters patent, or any proprietary, technical or other information or trade secrets. With respect to any and all software licensed by any Practice, such Practice has current, correct and complete proof of licensure certificates and such certificates will be effective as of the Closing Date and immediately thereafter.

4.18 No Undisclosed Liabilities. Except for those listed on any Schedule to this Agreement or reflected or reserved against in the Financial Statements and current liabilities incurred in the ordinary course of business since the Balance Sheet Date, FORBA has no liabilities or obligations of any nature (whether absolute, accrued, contingent, or otherwise). Since the Balance Sheet Date, there has not been any material adverse change in the business, operations, prospects, assets, results of operations or condition (financial or other) of FORBA, and no event has occurred or circumstance exists that may result in such a material adverse change. Since the Balance Sheet Date, there has not been any material adverse change in the business, operations, prospects, assets, results of operations or condition (financial or other) of a Practice, whether individually or in the aggregate, and no event has occurred or circumstance exists that may result in such a material adverse change.

4.19 Experimental Procedures. Except in accordance with Applicable Law, no experimental or research procedures or studies involving patients of the Practices has been performed.

4.20 Brokers. Neither FORBA nor any of its affiliates has engaged any finder, financial advisor, investment bank or broker in connection with the transactions contemplated hereunder, and neither FORBA nor any of its affiliates will owe any commission or other payment to any such advisor upon the consummation of the transaction contemplated herein.

4.21 Equipment. Since the Balance Sheet Date, neither FORBA nor any Practice has sold or otherwise disposed of any item of equipment held or used in connection with the Business or the operations of any such Practice, except in the ordinary course of business or unless replaced by comparable replacement equipment.

4.22 Insolvency. As of the Closing, FORBA shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) have admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated a bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against FORBA.

4.23 FORBA Knowledge. References in this Agreement to "the knowledge of FORBA" or similar terms means the actual knowledge of any Practice Owner, Ryan Root, Joe Bower or any officer of

DMLLC, DDM, FLLC or NYLLC after due inquiry and including knowledge reasonably expected to be known by such individuals by virtue of positions held, relationships to or with any other Person or for any other reason.

4.24 Disclosure. No representation or warranty made by FORBA in this Agreement contains any untrue statement of a material nature or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading.

5. REPRESENTATIONS AND WARRANTIES OF SANUS

As of the date hereof and (except in cases where the representation speaks to another date, such as the date hereof) as of the Closing Date, SANUS represents and warrants to FORBA the following:

5.1 Corporate Authority. SANUS has full limited liability company power and authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby. The execution, delivery and performance by SANUS of the Transaction Agreements to which it is a party and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary limited liability company action. No other action is required on the part of SANUS to validly and fully authorize its execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated herein and thereby.

5.2 Binding Agreement. This Agreement has been duly executed and delivered by SANUS and constitutes the legally valid and binding obligation of SANUS, enforceable against SANUS in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect. Each Transaction Agreement other than this Agreement will have been on the Closing Date duly executed and delivered by SANUS, and will constitute on the Closing Date the legally valid and binding obligation of SANUS, enforceable against SANUS in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect.

5.3 Organization and Good Standing; No Violation. (a) SANUS is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization. SANUS has the requisite power and authority to conduct its business as it is now being conducted. SANUS is qualified to do business as a foreign limited liability company in each state where its business activities make such qualification necessary.

(b) The execution, delivery and performance by SANUS of this Agreement and of each of the other Transaction Agreements to which it is party, and the consummation of the transactions contemplated herein and thereby, will not (i) violate, conflict with or result in a breach of any material provision of the certificate of formation or operating agreement of SANUS; (ii) violate any requirement of any Applicable Law to which SANUS may be subject; (iii) except as set forth in Schedule 5.3(b) attached hereto and except as set forth in the HSR Act, require any approval or consent of, or filing with, any Governmental Authority which is required by any Applicable Law; or (iv) violate any requirement of any judgment, decree, writ or injunction of any court or governmental authority to which SANUS may be subject.

5.4 Brokers. Except for CIT Capital Securities LLC ("CIT"), neither SANUS nor any of its affiliates has engaged any finder or broker in connection with the transactions contemplated hereunder.

5.5 Operations. From and after the Closing until such time as the indemnification obligations of FORBA under Article 10 of this Agreement expire, SANUS agrees to operate the Business in accordance with the guidelines of the American Academy of Pediatric Dentistry and Applicable Law, except where the failure to so comply has not had, and cannot reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

6. PRE-CLOSING COVENANTS

6.1 Information. Between the date of this Agreement and the earlier of the Closing Date or any date of termination of this Agreement, FORBA agrees to provide SANUS with reasonable access to all information in the possession of FORBA or its agents or representatives relating to the Business, any Practice or the transactions contemplated in this Agreement; provided that SANUS agrees to give reasonable prior notice to FORBA, and provided that FORBA shall not be required to provide such access if to do so would unreasonably interfere with the delivery of patient care or, in the reasonable judgment of FORBA, unreasonably affect the day-to-day operation of the Practices. Further, SANUS agrees that neither it nor any of its agents or representatives will visit any Practice unless accompanied by a representative of FORBA designated by Dan DeRose (or unless Dan DeRose authorizes a visit without a representative of FORBA). SANUS agrees to maintain the confidentiality of the proposed transaction in all dealings with employees of FORBA and the Practices. SANUS will coordinate with FORBA its efforts to obtain and review such information. In addition, at the request of SANUS, in connection with the efforts of SANUS to obtain the financing for the transactions contemplated in this Agreement, and any syndication thereof, FORBA covenants and agrees, on behalf of itself and its affiliates, that it and they shall, prior to the Closing Date, reasonably cooperate with SANUS and its representatives, including, without limitation, by providing any necessary information (financial or other) with respect to the Business or FORBA as reasonably requested by SANUS. Without limiting the generality of the foregoing, FORBA and its affiliates agree to participate in meetings with SANUS and its affiliates, agents, representatives and others including, without limitation, banks, equity investors and rating agencies.

6.2 FORBA's Operations. Except as noted in Schedule 6.2 hereto, from the date hereof until the Closing Date, FORBA will operate the Business in the ordinary course of business, consistent with FORBA's past practices and FORBA will use its commercially reasonable efforts to: (a) carry on the business and operations of the Business in substantially the same manner as FORBA has heretofore and not make any material change in personnel, operations, finance, accounting policies, or real or personal property of the Business; (b) perform all of FORBA's obligations under agreements relating to or affecting the Assets or the operations of the Business; (c) keep in full force and effect present insurance policies or other comparable insurance; (d) maintain and preserve its business organization with respect to the Business intact, and maintain its relationship with the Practices, the Associated Dentists, suppliers, customers and others having business relations with the Business; (e) following the receipt of Dan DeRose's permission, which permission shall not be unreasonably withheld or delayed, permit and allow reasonable access by SANUS to make offers of post-Closing employment to the employees of FORBA, which employees shall be allowed to accept such offers without penalty; provided that SANUS shall have complied with the terms of Section 6.1 hereto in connection with such access; (f) timely make projected capital expenditures in furtherance of its strategic growth plan; (g) maintain the books and records of the Business in accordance with past custom and practice; (h) cause the Practices to maintain their respective inventories of supplies and consumables in accordance with past custom and practice; and (g) cause the Practices to maintain, and retain at Closing, their respective petty cash accounts in accordance with past custom and practice.

6.3 FORBA's Negative Covenants. Except as disclosed in Schedule 6.3 hereto, from the date hereof to the Closing Date, with respect to the Business, FORBA will not, without the prior written

consent of SANUS (which consent shall not be unreasonably withheld or delayed): (a) except in the ordinary course of business, (i) amend or terminate any of the Assumed Contracts, (ii) enter into any material contract or commitment, or (iii) incur or agree to incur any liability; provided that without limiting the generality of the phrase "ordinary course of business," any such action which results in a payment obligation of less than \$2,500 annually (or in the case of an amendment of an existing contract, an increase of less than \$2,500 annually), or which is terminable without cause or penalty within one 30 days following Closing, or which has a term of less than six months, shall be deemed to be within the "ordinary course of business" and provided further that "ordinary course of business" shall include entering into leases, employment and other agreements in connection with the establishment of management relationships with new dental practices; (b) increase compensation payable or to become payable or make a bonus payment to or otherwise enter into one or more bonus agreements with any employee or agent, except for stay bonuses or those made in the ordinary course of business payable by FORBA; (c) dispose of any property, plant or equipment, except in the ordinary course of business; (d) reduce the inventory of the Business, except in the ordinary course of business; (e) permit the payment of any distribution or dividend to any owner of FORBA, except in the ordinary course of business; or (f) take any action outside the ordinary course of business.

6.4 Governmental and Other Approvals. (a) SANUS agrees to use its commercially reasonable efforts to obtain all governmental consents, approvals and licenses which are required in order for SANUS to own and operate Business, and to obtain or give all consents or notices under Practice Agreements necessary due to the transfer at Closing of the ownership of the professional corporations or other entities through which any Practice operates from the Practice Owners to other licensed and qualified individuals on terms and conditions reasonably satisfactory to SANUS (the "Consents"). FORBA agrees to use its commercially reasonable efforts to assist and cooperate with SANUS and its representatives and counsel in seeking the Consents and such governmental consents, approvals and licenses and in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated herein. Upon the terms and subject to the conditions set forth in this Agreement, each party hereto shall use its respective, commercially reasonable efforts to take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other party or parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby.

(b) Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby including, without limitation, an orderly transition of the Business from FORBA to SANUS. Without limiting the generality of the foregoing, each party hereto shall use its commercially reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent to be satisfied, and (ii) defending any Action challenging this Agreement or the consummation of the transactions contemplated hereby. From and after the Closing Date, FORBA shall timely pay and perform all Excluded Liabilities, except that FORBA shall be permitted to contest any of the Excluded Liabilities in good faith.

(c) FORBA, on the one hand, and SANUS, on the other hand, shall reasonably cooperate with each other to obtain the approval of the transactions contemplated by this Agreement pursuant to the HSR Act by (i) promptly making the filings required by the HSR Act, (ii) supplying as promptly as reasonably practicable to the Federal Trade Commission (the "FTC") any information, financial statements or any other documents that the FTC may request, and (iii) promptly notifying each other of any communication received from the FTC or any other Governmental Authority relating to matters that are the subject of the transactions contemplated by this Agreement. In addition, the parties

shall act in good faith and reasonably cooperate with each other in connection with any filing and in connection with resolving any investigation or other inquiry of any such agency or other Governmental Authority under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other Applicable Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, "Antitrust Laws") with respect to any such filing or any such transaction.

(d) FORBA, on the one hand, and SANUS, on the other hand, shall use its respective, commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement under the Antitrust Laws. In connection therewith, if any Action is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as inconsistent with or violative of any Antitrust Law, each party shall cooperate and use its respective, commercially reasonable efforts to contest and resist such Action, and to have vacated, lifted, reversed or overturned any Order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, delays or restricts consummation of the transactions contemplated by this Agreement, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless the parties agree that litigation is not in their best interests. The parties shall use their respective, commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to the transactions contemplated by this Agreement as promptly as possible after the execution of this Agreement.

(e) FORBA covenants and agrees, at its sole cost and on behalf of itself and its respective affiliates, to use its commercially reasonable efforts to (i) obtain all approvals from third parties to the Assumed Contracts that are necessary or desirable (or which are otherwise requested by SANUS) for the consummation of the transactions contemplated by this Agreement or for the operation of the Business after the Closing Date and (ii) if such approval from any third party to any Assumed Contract is not obtained as of the Closing Date and SANUS wants to enter into a new, direct contract with such third party, assist and cooperate with SANUS in obtaining such new, direct contract. FORBA agrees to promptly pay any fee, obligation or amount contemplated within any Assumed Contract arising out of or relating to the assignment of such Assumed Contract.

(f) From the date of this Agreement and until the one year anniversary of the Closing Date, FORBA covenants and agrees, on behalf of itself and its respective affiliates, that it and they will assist and cooperate with (which assistance and cooperation shall be at no cost to SANUS) the efforts of SANUS to obtain, deliver, transfer, or file (as the case may be), at the earliest practicable date (or, if applicable, at the earliest practicable date following the expiration of any required waiting period), all consents, approvals, waivers, permits and notices with respect to any Person or Governmental Authority (including without limitation any public health, health planning and licensure authorities) that may be necessary for or required in connection with (i) the consummation of the transactions contemplated hereby, and (ii) the operation of the Business after the Closing Date.

6.5 **No Shop Clause.** In consideration and exchange for the substantial time and money SANUS has expended, and will expend, in conjunction with the transactions contemplated in this Agreement prior to the Closing Date, FORBA agrees to not, until the termination of this Agreement, whether directly or indirectly, and whether or not the same are intended to be beneficial to the transactions contemplated in this Agreement, continue, initiate, solicit or encourage any inquiries, proposals or discussions concerning any portion of the Assets or that would affect the transactions contemplated in this Agreement, or enter into or continue any discussions, negotiations, understandings, arrangements or agreements relating to any sale, exchange, transfer, lease, merger or other disposition of any portion of the Assets (or any of the ownership interests of any person or entity that owns or holds any

of the Assets or is otherwise related to the operation of the business of FORBA), or provide any assistance, information or data to, or otherwise cooperate or have discussions with, any other person, corporation, partnership, or entity in connection with any such inquiry, proposal or transaction, or, through any act or omission, otherwise interfere with, delay or make more difficult or costly the consummation of the transactions contemplated in this Agreement. In the event that FORBA or any of its affiliates receive, whether directly or indirectly, any inquiry, proposal or offer reasonably contemplated within this Section, FORBA agrees to provide SANUS with notice thereof promptly following the receipt thereof, including the identity of the prospective purchaser or soliciting party. FORBA acknowledges and agrees that the agreements contained in this Section are an integral part of this Agreement, and that without these agreements, SANUS would not enter into this Agreement. Notwithstanding anything contained in this Section, FORBA may engage in discussions and consummate transactions relative to the acquisition of similar dental practices in the furtherance of its strategic and growth plan, including but not limited to the possible acquisition of dental practices in North Carolina, Alabama and New Mexico.

6.6 Confidentiality. SANUS and FORBA agree that the execution and delivery of this Agreement will not amend, alter or limit in any way whatsoever the Confidentiality Agreement dated April 21, 2006 between the parties hereto (the "Confidentiality Agreement"), which Confidentiality Agreement is incorporated herein by this reference.

6.7 Financial Information. Promptly when available following the end of each calendar month prior to the Closing Date, FORBA agrees to deliver to SANUS copies of the unaudited balance sheets and related unaudited income statements relating to the Business for the month then ended.

6.8 Schedules. The Schedules referenced in this Agreement shall be attached hereto and are incorporated by reference herein. From the date of this Agreement until the Closing, FORBA shall update the Schedules prepared pursuant to Article 4 hereof (the "Article 4 Schedules") as necessary, provided that if any such update can reasonably be expected to have a Material Adverse Effect or Practice Material Adverse Effect, then FORBA must to the extent curable, cure the facts or circumstances underlying the updated disclosure issue to the reasonable satisfaction of SANUS. If the facts or circumstances underlying the updated disclosure cannot be, or are not, cured by FORBA, then such updated Article 4 Schedule shall not be given effect for purposes of the indemnification provisions in Article 10 and FORBA agrees to indemnify SANUS against the amount of any Loss pursuant to Article 10 of this Agreement (but without regard to the limitations contained in Section 10.2) incurred by SANUS arising out of or relating to such facts or circumstances. The disclosures in the Article 4 Schedules set forth exceptions to the representations, warranties and agreements or descriptions or lists of assets or liabilities and other items referenced in this Agreement. The disclosures in the Article 4 Schedules of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by FORBA in this Agreement or that it is material, nor shall such information be deemed to establish a level or standard of materiality for purposes of this Agreement.

6.9 Environmental Survey. Within 30 days following the date hereof, SANUS, in its discretion and at its sole cost, may commission with respect to the Leased Real Property from a nationally recognized environmental consulting firm: (i) a report survey of friable asbestos containing materials on the Leased Real Property; and/or (ii) a Phase I Environmental Site Assessment (and, to the extent that such Phase I indicates that one is recommended based on the presence of recognized environmental conditions, a Phase II Environmental Site Assessment). If SANUS commissions any such reports within the time frame set forth above, and such reports reveal the existence with respect to the Leased Real Property of (x) friable asbestos-containing materials which are required in their current condition to be encapsulated or abated under the Environmental Laws and/or (y) a recognized environmental condition that is currently required to be remediated or otherwise addressed by the Environmental Laws (each an "Environmental Condition"), SANUS agrees to promptly provide FORBA with written notice of any of

the foregoing items and FORBA hereby agrees to indemnify SANUS against the amount of any Loss (as hereinafter defined) pursuant to Article 10 of this Agreement (but without regard to the limitations contained in Section 10.2) incurred by SANUS arising out of or relating to such Environmental Conditions. Notwithstanding any statement or provision contained in this Agreement to the contrary, any indemnity granted by FORBA to SANUS under this Section 6.9 shall survive until the expiration of the applicable statute of limitations.

6.10 Waiver of Bulk Sales Law Compliance. The parties hereby waive compliance with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other similar laws applicable to bulk sales and transfers.

6.11 Transfer of Assets; Practice Liabilities. At Closing, FORBA will transfer to SANUS, free and clear of all Liens, good and marketable leasehold title to the Leased Real Property and good and valid title to the Personal Property. Without limiting the foregoing, FORBA shall pay and satisfy in full at or before Closing all of its debts and obligations to other Persons and will cause the release or discharge of any Lien on any Asset. FORBA agrees to cause each Practice to pay and satisfy in full at or before Closing all of its debts and obligations to other Persons and will cause the release or discharge of any lien on any asset of each Practice. FORBA agrees to indemnify and hold harmless the Practices, from, against and for any damages, claims, costs, loss, liabilities, expenses or obligations (including, without limitation, reasonable attorneys' fees and associated expenses), whether or not involving a third-party claim incurred or suffered by any of them as a result of or arising from the failure to pay Taxes or wages, any investigation or claim of the United States Department of Labor or other Governmental Authority with respect to unpaid wages or Taxes, or the operation of the Practices prior to the Effective Time.

6.12 Payor Agreements. As soon as possible following the date hereof, FORBA shall provide SANUS copies of all Payor Agreements not previously provided to SANUS (provided that FORBA may, rather than providing a copy of a Payor Agreement, summarize the material terms of such Payor Agreement if such Payor Agreement is not evidenced by a written agreement between the parties thereto).

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF SANUS

The obligations of SANUS hereunder are, at the option of SANUS, subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

7.1 Compliance with Covenants. Each of the covenants and agreements required by this Agreement to be complied with or performed by FORBA on or before the Closing Date shall have been duly complied with and performed in all material respects.

7.2 Representations and Warranties. The representations and warranties set forth in Article 4 of this Agreement shall be true and correct in all material respects as of the Closing Date, except that with respect to any of the representations and warranties referring to a state of facts existing at a specified date prior to Closing, it shall be sufficient if at the Closing Date such representation and warranty continues to describe accurately the state of facts existing on the date so specified.

7.3 Delivery of Agreements. FORBA shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement, and all actions required to have been taken by FORBA at or prior to the Closing shall have been taken.

7.4 Governmental Approvals. SANUS shall have obtained (or shall have received reasonable, verbal assurances that it will receive in the ordinary course following the Closing) all material permits,

licenses, consents, authorizations, certificates, variances, exemptions, orders and approvals from any Governmental Authority necessary to conduct the Business as it was being conducted by FORBA on the date of this Agreement, including authorization under the HSR Act. SANUS shall have received reasonable assurances that the Practices will continue to maintain following Closing all material permits, licenses, consents, authorizations, certificates, variances, exemptions, orders and approvals from any Governmental Authority necessary to conduct their respective businesses as it was being conducted by each such Practice on the date of this Agreement.

7.5 Action/Proceeding. No Action (a) shall be pending or threatened wherein an unfavorable resolution would or could reasonably be expected to (i) enjoin, prohibit, materially restrict or make illegal the consummation of the transactions contemplated hereby, or (ii) restrict in any materially adverse manner the operation of the Business by SANUS after the Closing Date, and (b) no Applicable Law shall come into effect between the date of this Agreement and the Closing Date that would make illegal the consummation of the transactions contemplated hereby.

7.6 Consents; Amendments. SANUS shall have received (a) consents to the assignment and/or assumption of the Assumed Contracts (except for those listed on Schedule 7.6 attached hereto); (b) from each of Dr. Sean E. Barnwell, Dr. Kenneth E. Knott, and Dr. Robert F. Andrus, an executed amended and restated employment agreement in form and substance reasonably acceptable to SANUS; and (c) from each Practice an executed amended management services agreement in form and substance reasonably acceptable to SANUS.

7.7 Non-Compete Agreements. SANUS shall have received fully executed Non-Compete Agreements from each member of FORBA and SANUS shall have received a fully executed Non-Compete Agreement from FORBA in the form attached hereto as Exhibit 7.7.

7.8 Escrow Agreement. SANUS shall have received the Escrow Agreement, fully executed by FORBA.

7.9 Transition Agreements. SANUS shall have received Transition Agreements, fully executed by each of Dan DeRose, Mike Roumph and Rich Lane, in form and substance reasonably acceptable to SANUS.

7.10 Financing. SANUS shall have obtained equity financing on terms and conditions reasonably satisfactory to SANUS to finance the payment of the Purchase Price and to enable the consummation of the transactions contemplated herein (provided, however, that this condition precedent shall not be satisfied unless SANUS receives a written offer of equity financing that allocates 30% or more (excluding any equity purchased by SANUS or its owners for cash) of the equity (in the aggregate) of SANUS to Michael G. Lindley, Al Smith and Rodney Cawood).

7.11 Opinions of Counsel. SANUS shall have received favorable opinions of FORBA's legal counsel in the form attached as Exhibit 7.11 regarding this Agreement, the transactions contemplated in this Agreement, the Transaction Agreements, the Joinders to this Agreement and such other matters identified by SANUS.

7.12 Transfer of Practices. Except with respect to those Practices located in the State of Kansas, the Practice Owners, other than Dr. Robert F. Andrus, shall have entered into agreements to transfer, as of the Effective Time, at least 50% of the ownership of the professional corporations or other entities through which any Practice operates to other licensed and qualified individuals identified by SANUS on terms and conditions reasonably satisfactory to SANUS, and SANUS shall have received the Consents.

7.13. Transfer of Assets. FORBA shall have caused any of their respective subsidiaries or affiliates that own any assets used in connection with the Business (other than the Excluded Assets) to be transferred to SANUS (other than from an affiliate listed on Schedule 1.2(o)).

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF FORBA

The obligations of FORBA hereunder are, at the option of FORBA, subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

8.1 Compliance with Covenants. Each of the covenants and agreements required by this Agreement to be complied with or performed by SANUS on or before the Closing Date shall have been duly complied with and performed in all material respects.

8.2 Representations and Warranties. The representations and warranties set forth in Article 5 of this Agreement shall be true and correct in all material respects as of the Closing Date, except that with respect to any of the representations and warranties referring to a state of facts existing at a specified date prior to Closing, it shall be sufficient if at the Closing Date such representation and warranty continues to describe accurately the state of facts existing on the date so specified.

8.3 Delivery of Agreements. SANUS shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

8.4 Action/Proceeding. No Action shall be pending or threatened wherein an unfavorable resolution would or could reasonably be expected to enjoin, prohibit, materially restrict or make illegal the consummation of the transactions contemplated hereby, and no Applicable Law shall come into effect between the date of this Agreement and the Closing Date that would make illegal the consummation of the transactions contemplated hereby.

8.5 Governmental Approvals. FORBA shall have obtained (or shall have received reasonable, verbal assurances that it will receive in the ordinary course following the Closing) material authorizations from any Governmental Authority necessary to consummate the transactions contemplated in this Agreement, including authorization under the HSR Act.

8.6 Opinion of Counsel. FORBA shall have received a favorable opinion of SANUS's legal counsel in the form attached as Exhibit 8.6 regarding the authorization, execution and delivery of this Agreement by SANUS.

8.7 Leases. SANUS shall have executed and delivered a lease agreement with Touchdown Properties, LLC (on terms and conditions no less favorable to SANUS than those contained in the lease now in effect) for the premises commonly known as 415 N. Grand Ave., Pueblo, CO.

9. ADDITIONAL AGREEMENTS

9.1 Employees. (a) Immediately prior to the Effective Time, FORBA shall terminate all employees of FORBA employed in connection with the Business. At the Effective Time, SANUS agrees to offer employment on an "at-will" basis to the former employees of FORBA and its affiliates employed in connection with the Business (subject to SANUS's right not to hire persons who fail to satisfy customary criteria based on pre-employment screenings (which may include drug tests) and review of any existing employment agreements); provided that no former employee of FORBA will be required to relocate from Pueblo, Colorado as a condition of employment with SANUS. The term "Employee" as

used in this Agreement shall mean all employees of FORBA and its affiliates who accept employment with SANUS. As of the Closing Date and on or after the Effective Time, SANUS covenants and agrees that it shall ensure that the terms and conditions of employment (including initial position, cash compensation, shifts, benefits, including health, dental, disability, life insurance and retirement plans) are provided to the Employees at substantially equivalent levels to those they now receive. SANUS agrees to honor each Employee's rights in respect of PTO and give each Employee credit therefore. SANUS agrees to recognize the tenure of each Employee while in the employ of FORBA for purposes of determining eligibility for and vesting under benefits available to each such Employee under the employee benefit plans of SANUS.

(b) FORBA shall provide continuation coverage rights (within the meaning of Code Section 4980B and Part 6 of Subtitle B of Title 1 of ERISA ("COBRA Coverage")) with respect to employees and former employees due to qualifying events that occur at or prior to the Effective Time. SANUS shall promptly reimburse FORBA for the out-of-pocket costs FORBA incurs in providing COBRA Coverage with respect to any former employee of FORBA whose sole qualifying event is the termination of employment at the Employment Termination Time, except for those employees (i) to whom SANUS offers employment on substantially the same terms and conditions and such employee chooses not to accept employment, or (ii) to whom SANUS chooses not to make an offer of employment because the employee previously was terminated by an affiliate of SANUS or because the employee fails to pass a drug test or SANUS's screening procedures.

(c) FORBA will, at its expense or at the expense of the applicable employee retirement plans, take such actions as are necessary, or cause such plans to take such actions as are necessary, to accelerate the vesting of Employees under such plans to become effective on or before the Closing Date.

(d) SANUS agrees to employ and retain for an appropriate period of time following the Closing Date such number of persons and on such terms and conditions of employment as is necessary to avoid any violation of the Workers Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 et seq. at the Business arising out of actions taken by FORBA pursuant to Section 9.1(a) of this Agreement.

9.2 Post-Closing Date Receipts and Payments. FORBA agrees that it shall pay to SANUS all cash or other proceeds received subsequent to the Closing Date from any source relating to services provided with respect to the Business, whether such service was provided before or after the Closing Date. Such payments shall be made within 15 days after receipt of such payments by FORBA.

9.3 Termination Prior to Closing. Notwithstanding any statement or provision contained in this Agreement to the contrary, this Agreement may be terminated at any time:

(a) on or prior to the Closing Date by mutual written agreement of SANUS and FORBA;

(b) by SANUS or FORBA if on the Closing Date any of the conditions to such party's obligations to close specified in this Agreement have not been satisfied or waived in writing;

(c) by SANUS or FORBA if the Closing shall not have taken place on or before 11:59 p.m. on August 4, 2006; provided, however, that the right to terminate this Agreement under this Section 9.3(c) shall not be available to the party whose failure to fulfill any obligation

under this Agreement shall have been the cause of, or resulted in, the failure of the Closing to occur on or before such date and time;

(d) by SANUS, upon a material breach of, or failure to perform in any material respect (which breach or failure cannot be or has not been cured within 30 days after the giving of notice of such breach or failure), any representation, warranty, covenant or agreement on the part of FORBA set forth in this Agreement, such that a condition set forth in Article 7 would not be satisfied; or

(e) by FORBA, upon a material breach of, or failure to perform in any material respect (which breach or failure cannot be or has not been cured within 30 days after the giving of notice of such breach or failure), any representation, warranty, covenant or agreement on the part of FORBA set forth in this Agreement, such that a condition set forth in Article 8 would not be satisfied.

If this Agreement is validly terminated pursuant to this Section, this Agreement (other than Sections 6.5 (No Shop Clause), 6.6 (Confidentiality), 9.3 (Termination), 11.3 (Choice of Law; Venue), 11.6 (Cost of Transaction), 11.7 (Public Announcement), 11.16 (Enforcement Expenses) and 11.17 (Entire Agreement/Amendment)) will immediately become null and void, and there will be no liability or obligation on the part of the parties hereto (or any of their respective officers, directors, employees, agents or other representatives or affiliates); provided, however, that nothing herein shall relieve any party from liability for the breach of any of its representations and warranties or the breach of any of its covenants or agreement set forth in this Agreement; provided, further, that nothing herein shall relieve any party from its obligations pursuant to Section 9.9 of this Agreement (Break-Up Fee) unless this Agreement is terminated pursuant to Section 9.3(a).

9.4 Post-Closing Access to Information. FORBA and SANUS each acknowledge that, subsequent to the Closing, each may need access to the Assets or to information, documents or computer data in the control or possession of the other for purposes of concluding the transactions contemplated herein and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of third party claims. Accordingly, SANUS and FORBA each agrees that: (a) SANUS will make available to FORBA and its agents, independent auditors and/or governmental entities such documents and information (including, without limitation, the records transferred to SANUS at the Closing) as may be available relating to the Assets and the Business in respect of periods prior to the Effective Time and will permit FORBA to make copies of such documents and information at FORBA's sole cost; and (b) FORBA will make available to SANUS and its agents, independent auditors and/or governmental entities such documents and information as may be available relating to the Assets and the Business in respect of periods prior to the Effective Time and will permit SANUS to make copies of such documents and information at SANUS's sole cost. During normal business hours, SANUS shall make its officers and employees available to FORBA at reasonable times and places after Closing and FORBA shall make its officers and employees available to SANUS at reasonable times and places after Closing.

9.5 Cooperation on Tax Matters. Following the Closing, the parties shall cooperate with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing authority, all information, records or documents relating to tax liabilities or potential tax liabilities of such parties for all periods on or prior to the Effective Time, and shall preserve all such information, records and documents (to the extent a part of the Assets delivered by FORBA at Closing) at least until the expiration of any applicable statute of limitations or extensions thereof.

9.6 Insurance Experience. FORBA shall take all action reasonably requested by SANUS to enable SANUS to succeed to FORBA's workmen's compensation and unemployment insurance ratings, property, automobile or any other insurance policies, deposits and other interests with respect to the operation of the Business and other ratings for insurance or other purposes established by FORBA. SANUS shall not be obligated to succeed to any such rating, insurance policies, deposit or other interest, except as it may elect to do so.

9.7 Extended Reporting Endorsements. FORBA agrees that it shall obtain prior to Closing, at its sole cost and expense, and provide evidence thereof to SANUS prior to Closing, extended reporting endorsements (i.e., "tail coverage") with respect to its professional and general liability policies. Such tail coverage shall have limits no less than \$5,000,000 per occurrence and \$6,000,000 in the aggregate with respect to FORBA, and shall have limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate with respect to each of Dan E. DeRose, William A. Mueller, Edward J. DeRose, Adolph R. Padula, Michael A. DeRose, John Parrish and Jack McTavish. In each instance, such tail insurance shall be effective until the ten year anniversary of the Closing Date.

9.8 Transfer of Practices. FORBA and its affiliates (including its members and employees who are Practice Owners) will cooperate, for no additional consideration, with SANUS in its efforts to transition the ownership of the professional corporation or other entity through which any Practice operates to other licensed and qualified individuals. SANUS will enter into indemnification agreements with Practice Owners who provide such cooperation, which agreements will indemnify such Practice Owners against losses that arise between the Closing and the date the transfer of ownership is finalized. To the extent that the Closing occurs prior to the completion of such transition of ownership, FORBA and its affiliates (including its members and employees who are Practice Owners) will continue to provide such cooperation during the one year period following Closing.

9.9 Break-Up Fee. (a) If, following the execution and delivery of this Agreement, SANUS does not consummate the transactions contemplated herein on or before August 4, 2006 and this Agreement is terminated, then SANUS agrees to promptly pay to FORBA, by wire transfer of immediately available U.S. funds, an amount equal to \$1 million; provided, however, that SANUS will not be obligated to pay such amount to FORBA (and SANUS may terminate this Agreement) if SANUS does not consummate the transactions contemplated hereby because SANUS (i) first becomes aware of facts that will or have caused a Material Adverse Change including, for example, that FORBA has failed to comply with applicable legal or licensure requirements, that FORBA is bound by one or more commercially unreasonable agreements (that cannot be terminated or replaced prior to Closing), that FORBA does not have or cannot transfer at Closing valid title to the Assets, or the coding and utilization audit of FORBA and the Practices conducted by a third party for SANUS indicates unwarranted claims for payment or over utilization; or (ii) SANUS is unable to obtain satisfactory equity financing to fund the consummation of the transactions contemplated in this Agreement (provided, however, that SANUS will be obligated to pay the break-up fee if SANUS refuses a written offer of equity financing that allocates 30% or more (excluding any equity purchased by SANUS or its owners for cash) of the equity of SANUS to Michael G. Lindley, Al Smith and Rodney Cawood). SANUS agrees to maintain a separate file with copies of all communication and correspondence between it and its lenders and/or equity partners relating to this Section 9.9(a)(ii). In the event SANUS claims a right to terminate this Agreement pursuant to this Section 9.9(a)(ii), then SANUS agrees to provide a copy of such file to FORBA.

(b) If, following the execution and delivery of this Agreement, FORBA does not consummate the transactions contemplated herein, FORBA agrees to promptly pay to SANUS, by wire transfer of immediately available U.S. funds, an amount equal to \$1 million; provided, however, that FORBA will not be obligated to pay such amount to SANUS (and FORBA may terminate this Agreement) if FORBA does not consummate the transactions contemplated herein because (i) SANUS

seeks to renegotiate the Purchase Price, or (ii) SANUS fails to consummate the transactions contemplated hereby on or before August 4, 2006, for any reason and at no fault of FORBA.

(c) FORBA and SANUS hereby expressly agree and acknowledge that the \$1 million break-up fees contemplated in this Section 9.9 (the "Break-Up Fee") constitute liquidated damages, and not penalties, and are necessary and appropriate amounts to be paid by the non-Closing party to compensate the other because actual damages to such other party would be speculative and difficult to determine. Further, FORBA and SANUS agree that the respective Break-Up Fees provided for in this Section are reasonable and hereby waive the right to contest the reasonableness of the respective Break-Up Fees.

(d) In the event that any party pays to another party the Break-Up Fee, payment of such Break-Up Fee shall constitute the sole and exclusive remedy against the paying party with respect to a breach by the paying party of its obligations under this Agreement.

9.10 Post-Closing Obligations. Except to the extent provided in the Transition Agreements, none of Dan DeRose, Mike Rounph or Rich Lane shall have any obligations with respect to the business of FORBA after the Closing.

9.11 Location of Office. SANUS agrees to maintain an office in Pueblo, Colorado, of similar size and scope to the office maintained as of the date of this Agreement by FLLC, for a period of three years following the Closing.

10. INDEMNIFICATION AND REMEDIES

10.1 Indemnification by FORBA. From and after the Closing, subject to and to the extent provided in this Article 10, FORBA shall, on a joint and several basis, indemnify and hold harmless SANUS and its officers, directors, employees, agents and affiliates, and will reimburse such persons, from, against and for any damages, claims, costs, loss, liabilities, expenses or obligations (including, without limitation, reasonable attorneys' fees and associated expenses, but not including time spent by employees of such party), whether or not involving a third-party claim (collectively, "Losses"), incurred or suffered by any of them as a result of or arising from: (a) any breach of or inaccuracy in any representation or warranty made by FORBA in this Agreement or any other Transaction Agreement; (b) any breach of a covenant or agreement made by FORBA in this Agreement or any other Transaction Agreement; (c) Excluded Assets and Excluded Liabilities; (d) FORBA's ownership or operation of the Assets or the Business prior to the Effective Time; and (e) FORBA's acts or omissions prior to the Effective Time.

10.2 Limitations -- FORBA. Notwithstanding any statement or provision contained in this Agreement to the contrary, FORBA shall have no liability for any Loss under Section 10.1(a) until the aggregate amount of all Losses exceeds an amount equal to \$500,000, at which time FORBA shall be responsible for all Losses in excess of such amount; provided, however, that such limitation shall not apply to any Loss arising out of or relating to any Excluded Liability or to any matter listed on Schedule 10.2 attached hereto. Notwithstanding any statement or provision contained in this Agreement to the contrary, the maximum, aggregate liability of FORBA under this Article 10 and Section 2.1 shall not exceed an amount equal to \$70 million (inclusive of the \$30 million held by the Escrow Agent pursuant to Section 2.1 and the Escrow Agreement) and FORBA shall have no liability in respect of any claim, liability or Loss in excess of such amount.

10.3 Indemnification by SANUS. From and after the Closing, subject to and to the extent provided in this Article 10, SANUS shall indemnify and hold harmless FORBA and its officers, directors, employees, agents and affiliates, and will reimburse such persons, from, against and for any Losses

incurred or suffered by any of them as a result of or arising from: (a) any breach of or inaccuracy in any representation or warranty made by SANUS in this Agreement or any other Transaction Agreement; (b) any breach of a covenant or agreement made by SANUS in this Agreement or any other Transaction Agreement; (c) any Assumed Liabilities; (d) SANUS's ownership or operation of the Assets or the Business after the Effective Time; and (e) SANUS's acts or omissions after the Effective Time.

10.4 Limitations -- SANUS. Notwithstanding any statement or provision contained in this Agreement to the contrary, SANUS shall have no liability for any Loss under Section 10.3(a) until the aggregate amount of all Losses exceeds an amount equal to \$500,000, at which time SANUS shall be responsible for all Losses in excess of such amount. Notwithstanding any statement or provision contained in this Agreement to the contrary, the maximum, aggregate liability of SANUS under this Article 10 shall not exceed an amount equal to \$70 million and SANUS shall have no liability in respect of any claim, liability or Loss in excess of such amount.

10.5 Notice and Procedure/Third Party Claims. (a) Any Person seeking indemnity under any provision of this Agreement (the "Indemnitee") shall promptly notify the party from whom indemnity is sought (the "Indemnitor") as to (i) the nature of any claims, damages, losses or liabilities asserted by or against the Indemnitee for which the Indemnitee intends to seek indemnity hereunder ("Claims") and (ii) the commencement of any suit or proceeding brought to enforce any Claims. The Indemnitor shall assume the defense of any such suit or other proceeding and the Indemnitee shall cooperate fully on a reasonable basis, at the Indemnitor's sole cost and expense, and shall be entitled reasonably to consult with the Indemnitor with respect to such defense; provided however, that if the defendants in any such action include both the Indemnitor and the Indemnitee and the Indemnitee reasonably concludes that there is a legal or ethical conflict between the positions of the Indemnitor and the Indemnitee in conducting the defense of any such action that prevents such legal counsel from representing both the Indemnitor and the Indemnitee, the Indemnitee shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnitee, in which case the reasonable fees and expenses of such counsel shall, if such matter is finally determined in a manner for which the Indemnitee may properly seek indemnification under this Article 10, be at the expense of the Indemnitor, otherwise, the fees and expenses of such counsel shall be at the expense of the Indemnitee.

(b) The Indemnitee, at the sole cost and expense of the Indemnitor, shall assist and cooperate with the Indemnitor in the conduct of litigation, the making of settlements and the enforcement of any right of contribution to which the Indemnitee may be entitled from any person or entity in connection with the subject matter of any litigation subject to indemnification hereunder. In addition, the Indemnitee shall, upon request by the Indemnitor or counsel selected by the Indemnitor and at the sole cost and expense of the Indemnitor, attend hearings and trials, assist in the securing and giving of evidence, assist in obtaining the presence or cooperation of witnesses, make available its own personnel, and effect settlements; and shall do whatever else is reasonably necessary and appropriate in connection with such litigation. The Indemnitee shall not, except at its own cost, voluntarily make any payment, assume any obligation, incur any expense, or settle or compromise any claim subject to indemnification hereunder without the express approval of the Indemnitor.

(c) If the Indemnitee shall fail to notify promptly the Indemnitor as to (i) the nature of any Claims or (ii) the commencement of any suit or proceeding brought to enforce any Claims, or the Indemnitee shall fail to perform its obligations as the Indemnitee hereunder or to cooperate fully on a reasonable basis with the Indemnitor in the Indemnitor's defense of any suit or proceeding, then, except where such failure does not materially and adversely impair the Indemnitor's defense of such claims, the Indemnitor shall be released from all of its indemnification obligations with respect to that particular Claim, suit or proceeding but only to the extent that the Indemnitor is prejudiced by the Indemnitee's failure to notify the Indemnitor pursuant to this Section 10.5(c).

(d) If the Indemnitor does not assume the defense of any claim or litigation, any Indemnatee may defend against such claim or litigation in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to the Indemnitor, on such terms as the Indemnatee may deem appropriate. The Indemnitor will promptly reimburse the Indemnatee in accordance with the provisions hereof.

10.6 Reliance. The parties expressly agree and acknowledge that each is relying upon the representation or warranties of the other made in this Agreement and that neither FORBA nor SANUS would be willing to execute and deliver this Agreement if any limitations were placed on such reliance. The right to indemnification, reimbursement or other remedy based upon the representations, warranties, covenants and obligations in this Agreement shall not be affected by any investigation conducted with respect to, or any information or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations.

10.7 Limitation on Claims. THE PARTIES AGREE AND ACKNOWLEDGE THAT, FROM AND AFTER THE CLOSING, THE RIGHTS PROVIDED IN THIS ARTICLE 10 SHALL BE AND ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES TO THIS AGREEMENT FOR BREACHES OF THIS AGREEMENT AND FOR ANY AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ADDITIONAL AGREEMENTS OR DOCUMENTS EXECUTED IN CONNECTION WITH THE CLOSING, EXCEPT WITH RESPECT TO CLAIMS FOR FRAUD OR FOR SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF.

10.8 Survival. The representations and warranties of FORBA and SANUS shall continue to be fully effective and enforceable following the Closing Date for 24 months and shall thereafter be of no further force and effect; provided, however, that if there is an outstanding notice of a claim at the end of such 24-month period in compliance with the terms of this Agreement, such applicable period shall not end in respect of such claim until such claim is resolved. Notwithstanding any statement or provision contained in this Agreement to the contrary, the representations and warranties contained in Sections 4.1, 4.2, 4.6, 5.1, 5.2 and 5.5 of this Agreement shall continue to be fully effective and enforceable following the Closing Date for 60 months and shall thereafter be of no further force and effect; provided, however, that if there is an outstanding notice of a claim at the end of such 60-month period in compliance with the terms of this Agreement, such applicable period shall not end in respect of such claim until such claim is resolved. Notwithstanding any statement or provision contained in this Agreement to the contrary, the representations and warranties contained in Sections 4.9, 4.12 and 4.16 of this Agreement, together with all covenants and agreements, shall survive the Closing Date for the applicable period stated therein or, if none, then for the applicable statute of limitations.

10.9 Payment. All indemnification hereunder shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability. The parties acknowledge and agree that, prior to attempting to recover any such funds from FLLC, DDM, DMLLC, NYLLC or any person executing a Joinder hereto, SANUS shall first proceed against funds held pursuant to the Escrow Agreement.

11. GENERAL

11.1 Consented Assignment; Further Assurances. Notwithstanding any statement or provision contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of the assigning party thereunder. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect FORBA's rights thereunder so that SANUS would not in fact receive all such rights, FORBA shall upon the request of SANUS cooperate in any reasonable arrangement designed to transfer to SANUS the benefits and burdens under any such contract. FORBA shall execute, acknowledge and deliver to SANUS any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by SANUS at any time and shall take any and all other actions reasonably requested by SANUS at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to SANUS, the Assets. After consummation of the transactions contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

11.2 Consents, Approvals and Discretion. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by either party or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

11.3 Choice of Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of Colorado, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. SANUS AND FORBA HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER SANUS OR FORBA AGAINST THE OTHER.

11.4 Benefit/Assignment. Notwithstanding any statement or provision contained in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns and no others; provided, however, that no party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. The foregoing notwithstanding, SANUS may, without the prior written consent of FORBA, assign its rights and delegate its duties hereunder to any entity that is an affiliate of SANUS and may collaterally assign any such rights to its financing sources; provided, however, that SANUS shall not be relieved from any liability or obligation hereunder as a result of such assignment.

11.5 Accounting Date. The transactions contemplated hereby shall be effective for accounting purposes as of the Effective Time.

11.6 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated and except as otherwise provided herein, the parties agree as follows: (i) FORBA shall pay the fees, expenses and disbursements of FORBA and its agents, representatives, accountants and counsel incurred in connection with the subject matter hereof and any amendments hereto, and (ii) SANUS shall pay the fees, expenses and disbursements of SANUS and its agents, representatives, accountants and counsel, including CIT, incurred in connection with the subject matter hereof and any amendments hereto, and shall pay for the cost of its due diligence (which may include, without limitation, structural

and environmental surveys and reports) and the costs of obtaining equity and debt financing in connection with the consummation of the transactions contemplated herein. SANUS will pay all fees and expenses in connection with any sales, use and local sales taxes payable in connection with the transactions contemplated in this Agreement. SANUS and FORBA will each pay at Closing one-half of the costs of all documentary transfer taxes and recording fees.

11.7 Public Announcement. Neither SANUS nor FORBA may, whether directly or indirectly, issue any press release or make any other announcement (a "Release") disclosing the existence of this Agreement or the matters contemplated herein without the prior consent of the other, except (i) where a Release is required by Applicable Law, as reasonably determined by the disclosing party, in which event the disclosing party shall give notice to the other party of such determination prior to the Release and (ii) upon execution of this Agreement, provided that the content of such Release is reasonably acceptable to the other party. If either SANUS or FORBA, whether directly or indirectly, issues any Release contemplated by this Section, then the other party hereto shall have the right to issue a Release with respect to such matters contemporaneously.

11.8 Waiver of Breach. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.9 Notice. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given only when personally delivered, when received by facsimile or other electronic means or overnight courier, or 10 days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

SANUS:

SANUS Holdings, LLC
1114 17th Ave South Suite 201
Nashville TN 37212
Fax No. 615/320-3959
Attn: Mr. Michael G. Lindley,
Chairman and CEO

with a copy to:

Waller Lansden Dortch & Davis, LLP
Nashville City Center
511 Union Street, Suite 2700
Nashville, TN 37219
Fax No. 615/244-6804
Attn: Paul D. Gilbert, Esq.

FORBA:

FORBA, LLC
415 N Grand Ave
Pueblo, CO 81003
Attn: Dan DeRose,
President

with a copy to:

FORBA, LLC
415 N Grand Ave
Pueblo, CO 81003
Fax No. 719/544-2544
Attn: Joe Bower, Esq.,
General Counsel

with a copy to:

Donald J. Banner, Esq.
503 N. Main St., Suite 221
Pueblo, CO 81003
Fax No. 719/544-5086

or to such other address, and to the attention of such other person or officer as any party may designate.

11.10 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11.11 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

11.12 Divisions and Headings. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

11.13 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, the Practices and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any

other Person, except such rights as shall inure to a successor or permitted assignee pursuant to Section 11.4.

11.14 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

11.15 Tax and Medicaid Advice and Reliance. Except as expressly provided in this Agreement, none of the parties (nor any of the parties' respective counsel, accountants or other representatives) has made or is making any representations to any other party (or to any other party's counsel, accountants or other representatives) concerning the consequences of the transactions contemplated hereby under applicable tax laws or under the laws governing the Medicaid program. Each party has relied solely upon the tax and Medicaid advice of its own employees or of representatives engaged by such party and not on any such advice provided by any other party hereto.

11.16 Enforcement Expenses. In the event any party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement, as between it and any other party, the prevailing party shall be entitled to recover from the other party such legal expenses, including reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

11.17 Entire Agreement/Amendment. This Agreement and the documents to be delivered at Closing supersede all previous contracts, and together with the Confidentiality Agreement, constitute the entire agreement of whatsoever kind or nature existing between or among the parties in respect of the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. This Agreement may only be amended, supplemented or otherwise modified in writing, executed and delivered by the party against whom enforcement is sought.

11.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

FORBA:

FORBA, LLC

By: D. DeR
Dan DeRose, President

DD MARKETING, INC.

By: D. DeR
Dan DeRose, President

DEROSE MANAGEMENT, LLC

By: Edward J. DeRose
Title: Pres.

FORBA NY, LLC

By: D. DeR
Dan DeRose, President

SANUS:

SANUS HOLDINGS, LLC

By: _____
Michael G. Lindley,
Chairman and Chief Executive Officer

[The Joinders appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

FORBA:

FORBA, LLC

By: _____
Dan DeRose, President

DD MARKETING, INC.

By: _____
Dan DeRose, President

DEROSE MANAGEMENT, LLC

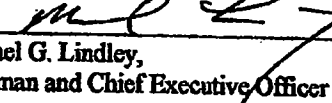
By: _____
Title: _____

FORBA NY, LLC

By: _____
Dan DeRose, President

SANUS:


SANUS HOLDINGS, LLC

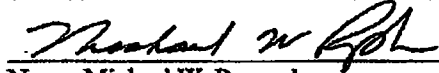
By:  _____
Michael G. Lindley,
Chairman and Chief Executive Officer

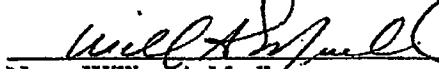
[The Joinders appear on the following page.]

JOINDER

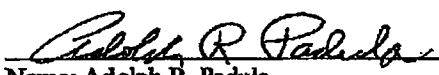
To facilitate the consummation of the transactions contemplated in this Agreement and in consideration of the substantial economic and other benefits inuring to the undersigned as a member of FLLC, DMLLC or NYLLC or a shareholder of DDM, the undersigned hereby joins this Agreement for the sole purpose of being responsible, on a pro-rata basis, with FORBA for the obligations of FORBA pursuant to Article 10 of this Agreement. The obligation of the undersigned pursuant to this Joinder is a continuing obligation and shall remain in effect, and the obligation of the undersigned shall not be affected, modified or impaired upon the happening from time to time of any of the following events, whether or not with notice or consent of the undersigned or SANUS: (i) the compromise, settlement, release, change, modification, or amendment (except to the extent of such compromise, settlement release, change, modification or amendment) of any or all of the obligations pursuant to Article 10 of this Agreement; or (ii) the extension of the time for performance of payment of money pursuant to Article 10 of this Agreement, or of the time for performance of any other obligations pursuant to Article 10 of this Agreement.

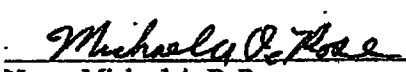

Name: Dan E. DeRose
Member of FLLC and shareholder of DDM



Name: Michael W. Rounph
Member of FLLC and shareholder of DDM

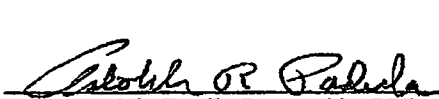

Name: William A. Mueller
Member of FLLC


Name: Edward J. DeRose
Member of FLLC


Name: Adolph R. Padula
Member of FLLC


Name: Michael A. DeRose
Member of FLLC


Name: Richard B. Lane
Member of FLLC


Name: Padula Family Partnership, LLP
By: Adolph R. Padula, General Partner
Member of FLLC

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated July 28, 2006, is entered into by and among SANUS HOLDINGS, LLC, a Delaware limited liability company ("SANUS"), and FORBA, LLC, a Colorado limited liability company ("FLLC"), DD MARKETING, INC., a Colorado corporation ("DDM"), DEROSE MANAGEMENT, LLC, a Colorado limited liability company ("DMLLC"), and FORBA NY, LLC, a New York limited liability company ("NYLLC" and, together with FLLC, DDM and DMLLC, "FORBA").

RECITALS

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement dated June 14, 2006 (the "Agreement"); and

WHEREAS, SANUS has requested and FORBA has agreed to amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the representations, warranties and covenants herein contained, and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree, subject to the conditions and terms herein set forth, as follows:

Section 1 Amendments

- (a) Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Purchase Price. The purchase price for the Assets shall be \$435 million (the "Purchase Price"). The Purchase Price is payable on the Closing Date by SANUS in immediately available funds by wire transfer to accounts designated by each of FLLC, DDM, DMLLC and NYLLC. Notwithstanding the foregoing, FLLC, DDM, DMLLC and NYLLC shall direct that an aggregate of \$27.5 million of the Purchase Price otherwise payable to FLLC, DDM, DMLLC and NYLLC at Closing be paid, on a pro-rata basis, to Associated Bank, as escrow agent (the "Escrow Agent"), who shall hold such amount in an interest bearing escrow account pursuant to the terms of the Escrow Agreement in the form of Exhibit 2.1(a) attached hereto (the "Escrow Agreement"). Upon the execution and delivery of this Amendment, \$7.5 million (the "Extension Fee") shall be paid to HSBC Bank USA (or one of its affiliates), as escrow agent (the "Deposit Agent"), who shall hold such amount pursuant to the terms of the Deposit Agreement in the form of Exhibit 2.1(b) attached hereto. The Extension Fee paid by Deposit Agent to FORBA, if any, shall be credited against the Purchase Price.

- (b) Section 3.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Closing. Subject to the satisfaction or waiver by the appropriate party of all the conditions precedent to Closing specified in Sections 7 and 8 hereof, the consummation of the sale and purchase of the Assets and the other transactions contemplated by and described in this Agreement (the "Closing") shall take place at a mutually agreeable location in Las Vegas, Nevada (or at such other location as the parties hereto may mutually designate) on September 29, 2006 or at such later date within five business days after the satisfaction or waiver of all the conditions precedent to Closing specified in Sections 7 and 8 hereof (the "Closing Date"). The Closing shall be effective as of 11:59 p.m. on the Closing Date (the "Effective Time")."

- (c) Section 7.10 of the Agreement shall be deleted in its entirety and replaced with the following:

"Financing. SANUS shall have obtained financing substantially in accordance with the terms and conditions set forth in the attached Exhibit 7.10 to finance the payment of the Purchase Price and to enable the consummation of the transactions contemplated herein; provided however that this condition shall not be applicable in the event that the Closing has not occurred on or before September 4, 2006."

- (d) Section 9.3(c) of the Agreement shall be deleted in its entirety and replaced with the following:

"(c) by SANUS on or before September 4, 2006 in the event that SANUS reasonably believes that it will not obtain financing substantially in accordance with the terms and conditions set forth in the attached Exhibit 7.10 to finance the payment of the Purchase Price and to enable the consummation of the transactions contemplated herein; provided that SANUS agrees to maintain a separate file with copies of all communication and correspondence between it and its lenders and/or equity partners relating to this Section 9.3(c) and that, in the event SANUS claims a right to terminate this Agreement pursuant to this Section 9.3(c), SANUS agrees to provide a copy of such file to FORBA."

- (e) Section 9.3(e) of the Agreement shall be deleted in its entirety and replaced with the following:

"(e) by FORBA, upon a material breach of, or failure to perform in any material respect (which breach or failure cannot be or has not been cured within 30 days after the giving of notice of such breach or failure), any representation, warranty, covenant or agreement on the part of SANUS set forth in this Agreement, such that a condition set forth in Article 8 would not be satisfied;

(f) by SANUS or FORBA if the Closing shall not have taken place on or before September 29, 2006 (or, if the Extension Fee is paid to FORBA October 15, 2006); or

(g) by SANUS if SANUS first becomes aware of facts that will or have caused a Material Adverse Change including, for example, that FORBA has failed to comply with applicable legal or licensure requirements, that FORBA is bound by one or more commercially unreasonable agreements (that cannot be terminated or replaced prior to Closing), that FORBA does not have or cannot transfer at Closing valid title to the Assets, or the coding and utilization audit of FORBA and the Practices conducted by a third party for SANUS indicates unwarranted claims for payment or over utilization."

- (f) Section 9.9 of the Agreement shall be deleted in its entirety and replaced with the following:

"Break-Up Fee. (a) On the earlier of the Closing or 11:59 pm September 29, 2006, the Deposit Agent shall pay FORBA the Extension Fee by wire transfer of immediately available U.S. funds. In the event that this Agreement is terminated by SANUS on or before September 4, 2006 pursuant to Section 9.3(c), Deposit Agent shall pay the Extension Fee to SANUS or its designee. In the event that this Agreement is terminated by SANUS on or before 11:59 pm September 29, 2006 pursuant to Section 9.3(g), Deposit Agent shall pay the Extension Fee to SANUS or its designee. The Extension Fee, if any, paid to FORBA shall be non-refundable in all circumstances.

(b) If, following the execution and delivery of this Agreement, FORBA does not consummate the transactions contemplated herein, FORBA agrees to promptly pay to SANUS, by wire transfer of immediately available U.S. funds, an amount equal to \$1 million; provided,

however, that FORBA will not be obligated to pay such amount to SANUS (and FORBA may terminate this Agreement) if FORBA does not consummate the transactions contemplated herein because (i) SANUS seeks to renegotiate the Purchase Price, or (ii) SANUS fails to consummate the transactions contemplated hereby on or before September 29, 2006 (or, if the Extension Fee is paid to FORBA October 15, 2006), for any reason and at no fault of FORBA.

(c) FORBA and SANUS hereby expressly agree and acknowledge that the \$7.5 million and \$1 million fees contemplated in this Section 9.9 (referring to each, the "Break-Up Fee") constitute liquidated damages, and not penalties, and are necessary and appropriate amounts to be paid by the non-Closing party to compensate the other because actual damages to such other party would be speculative and difficult to determine. Further, FORBA and SANUS agree that the respective Break-Up Fees provided for in this Section are reasonable and hereby waive the right to contest the reasonableness of the respective Break-Up Fees.

(d) In the event that any party pays to another party the Break-Up Fee, payment of such Break-Up Fee shall constitute the sole and exclusive remedy against the paying party with respect to a breach by the paying party of its obligations under this Agreement."

(g) The last sentence contained with Section 10.2 of the Agreement shall be deleted in its entirety and replaced with the following:

"Notwithstanding any statement or provision contained in this Agreement to the contrary, the maximum, aggregate liability of FORBA under this Article 10 and Section 2.1 shall not exceed an amount equal to \$65 million (inclusive of the \$27.5 million held by the Escrow Agent pursuant to Section 2.1 and the Escrow Agreement) and FORBA shall have no liability in respect of any claim, liability or Loss in excess of such amount."

(h) The last sentence contained with Section 10.4 of the Agreement shall be deleted in its entirety and replaced with the following:

"Notwithstanding any statement or provision contained in this Agreement to the contrary, the maximum, aggregate liability of SANUS under this Article 10 shall not exceed an amount equal to \$65 million and SANUS shall have no liability in respect of any claim, liability or Loss in excess of such amount."

Section 2 No Further Modification. Except as otherwise expressly stated in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect, without amendment or modification.

Section 3 Choice of Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of Colorado, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. SANUS AND FORBA HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER SANUS OR FORBA AGAINST THE OTHER.

Section 4 Binding Effect. All of the terms of this Amendment, whether so expressed or not, shall be binding upon the respective personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the respective personal representatives, successors and assigns of the parties hereto.

Section 5 Divisions and Headings. The division of this Amendment into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

Section 6 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

Section 7 Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

FORBA:


FORBA, LLC

By: 
Dan DeRose, President

DD MARKETING, INC.

By: 
Dan DeRose, President

DEROSE MANAGEMENT, LLC

By: 
Title: President

FORBA NY, LLC

By: 
Dan DeRose, President

SANUS:

SANUS HOLDINGS, LLC

By: 
Michael G. Lindley,
Chairman and Chief Executive Officer

[Enclosure follows]

JOINDER

To facilitate the consummation of the transactions contemplated in the Agreement and in consideration of the substantial economic and other benefits inuring to the undersigned pursuant to the Agreement, the undersigned hereby joins the Agreement for the sole purpose of being responsible, on a joint and several basis, with SANUS for the obligations of SANUS pursuant to the Agreement.

SMALL SMILES HOLDING COMPANY, INC.

By: John A. Draughon, Jr.
John A. Draughon, Jr., Principal President