

CASE #2 ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Asset Purchase Agreement") is entered into on June 1, 2012 by and between Dr. Gregory, (hereinafter referred to as "Seller") and Dr. Betty Wilson (hereinafter referred to as "Purchaser").

WHEREAS, Seller operates a dental practice (the "Practice") located, at 14400 W. Capitol Dr. Brookfield, Wisconsin (which, for purposes of this Asset Purchase Agreement, shall hereinafter be referred to as the "premises"); and

WHEREAS, Seller in furtherance of this Asset Purchase Agreement, desires to sell title and interest in and to assets of the Practice (as specifically described in Section I below, collectively herein after referred to as the "Assets") and

WHEREAS, Purchaser desires to purchase acquire and, where applicable, assume all of Seller's rights, title and interest in the Assets in accordance with the terms and conditions set forth in this Asset Purchase Agreement.

Now THEREFORE, in consideration the parties agree as follows:

1 SALE OF ASSETS: Upon the terms and subject to the conditions herein, Seller agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase, accept, assume and receive all of Seller's right, title and interest in and to all of the Assets owned by Seller in the operation of the Practice (see Exhibit A and other than those specifically excluded and identified on the attached Exhibit "A-1" the "Excluded Assets") including without limitation the following:

A. **EQUIPMENT:** Except for the hereinafter described Excluded Assets (if any), all clinical, lab and office equipment used by Seller in the operation of the practice.

B. **OFFICE FURNITURE AND FIXTURES:** Except for the hereinafter described Excluded Assets (if any), all office furniture, furnishings and trade fixtures used by Seller in the operation of the Practice.

C. **SUPPLIES:** Seller agrees to have a usual and customary inventory of current and usable drugs, clinical, office and clerical supplies and instruments located on the Premises on the Date of Possession, which inventory and supplies shall be included in the sale.

D. MISCELLANEOUS ASSETS: Subject to any applicable regulations relating to transferability, all hard-copy and electronic clinical and financial records related to all active patients of the Practice (as evidenced by the patient records located on the Premises at the time of the Closing, hereinafter referred to as the Patient Records"), the transfer of all computer software used for the operation of the practice (to the extent assignable and/or transferable as required by the software company owner, if applicable) and all related passwords and software keys, all work in progress (including all work partially completed as of the Date of Possession) a, letter of introduction and recommendation from Seller to all active patients of the Practice, transfer of all telephone numbers and any related yellow page ads, any practice related websites and email addresses used by the Practice, all managed care contracts in effect between Seller and any third party (if any), and all other miscellaneous tangible and intangible non-cash assets of the Practice that have not been specifically excluded from this sale and listed on the attached "Exhibit A-1" shall be transferred to Purchaser.

E. GOODWILL: Following the Closing Date as a specific condition of this sale, Seller agrees to put forth Seller's reasonable best efforts to transfer Seller's goodwill to Purchaser. The parties acknowledge and agree that this goodwill is based on the relationship between Dr. Gregory and the patients and referral sources of the practice and represents a personal, non-corporate asset that is being conveyed individually by the Seller through this Asset Purchase Agreement.

F. EXCLUDED ASSETS: All cash assets of the practice such as checking and savings accounts, petty cash, cash on hand, cash deposits for the lease and utilities, (if applicable) retained earnings, accounts receivable, pension and/or profit sharing plans, insurance premium refunds. All automobile, real estate, personal items such as professional plaques, books, personal stationery, malpractice insurance policies, casualty insurance, liability insurance and any and all other insurance policies maintained in connection with the Practice are and will remain the sole property of seller following the closing Date and are specifically excluded from this sale; in addition, the assets of the Practice described on the attached Exhibit "A-1" are also excluded from this sale (all of the aforementioned excluded items shall collectively be referred to as the "Excluded Assets").

1. Seller's interest in the Assets shall be absolute ownership, free and clear of any liens, debts and encumbrance of any kind.
2. Except for the aforementioned Excluded Assets, the Assets and Seller's interest in all other items used for the operation of the Practice and located on the Premises on or after the closing Date shall be conveyed to Purchaser through this Asset purchase Agreement by Bill of Sale at the closing.

3. In addition to the sale of the Assets, and as a specific condition of the Purchase of the aforementioned goodwill, Dr. Gregory agrees to be bound by the terms of the Restrictive Covenant as described in the attached Exhibit "C".

2. PURCHASE PRICE: In consideration of the sale, transfer, conveyance, assignment and delivery of the Assets, and in reliance upon the representations and warranties made herein by Seller, purchaser shall pay to Seller the sum of FIVE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$520, 000.00 the "Purchase Price"), paid and allocated pursuant to the terms as hereinafter described.

A. ALLOCATION OF THE PURCHASE PRICE: The purchase price shall be allocated as follows:

ASSET	ALLOCATION
Equipment	\$ 30,000
Furniture and Fixtures	\$ 15,000
Miscellaneous Assets	\$ 5,000
Goodwill	\$150,000
Restrictive Covenant	\$150,000
Supplies	\$ 10,000
Accounts Receivable	\$160,000

Purchaser and Seller each agree to report in accordance with and be governed and bound by the allocations set forth in this Section 3 with respect to any state or federal tax returns. Each party acknowledges and agrees to comply with Section 1060 of the Internal Revenue code of 1986, as amended and any Treasury Regulations issued there under. The parties shall file Form 8594 with their respective federal income tax returns in a manner consistent with said allocations for the tax year in which the Closing occurs.

B. METHOD OF PAYMENT: The purchase price shall be paid to Seller by Purchaser in full on the Closing Date.

C. SIGNATURE DATE AND CLOSING: The parties shall sign this Asset purchase Agreement on the Signature Date. The Practice and the Assets (not including the aforementioned "Excluded Assets" shall be conveyed to purchaser (the "closing' ,) when the purchase price is paid in full by Purchaser.

D. DATE OF POSSESSION: Seller shall deliver and Purchaser shall assume possession of the Practice on the closing Date, which shall occur on or before June 1, 2012.

E. INSPECTION OF ASSETS AND EXAMINATION OF TITLE: During normal business hours, Purchaser may inspect all the Assets of the practice the on or before Closing Date; subject to Seller being represented. However, if following the Closing examination of title reveals legal defect to title (including any encumbrances) that is not specifically noted and listed, Seller shall have thirty (30) calendar days after written notice from Purchaser in which to correct such defect, and if Seller fails to correct such defect, seller shall pay to purchaser, within ten (10) days thereafter an amount sufficient to fully compensate purchaser for such defect.

F. BILL OF SALE: Seller shall execute and deliver to Purchaser on the Closing Date, a Bill of Sale for the Assets substantially in the form of Exhibit B attached hereto.

G. TAXES: If any tax, including state or local sales tax, transfer or use tax or documentary stamp tax is due or becomes due as a result of the sale of the Assets, then all such taxes shall be paid by Seller.

H. PRO-RATED EXPENSES AND LIABILITIES: Seller shall pay for all outstanding rents, taxes, telephone, water, sewer and other utility expenses for the Practice when due; If applicable, any personal property taxes and any prepaid expenses paid buy Seller shall be pro-rated between Seller and Purchaser a s of the Date of possession. All taxes and expenses due and payable up to the Date of possession shall be borne and paid solely by Seller.

3. EMPLOYEE COMPENSATION; WORK-IN-PROGRESS: Seller shall compensate current employees for all accrued salaries, vacation and sick pay, maternity leave and any other employee benefits and/or bonuses due the current employees of the practice for that period prior to the Date of Possession. In addition, Seller has specified, as a part of this Asset purchase Agreement, the Seller's responsibilities to the current staff. The specifications are in Exhibit "D".

The parties understand and agree that any work-in-progress is an Asset of the Practice that is being conveyed to purchaser through this Asset Purchase Agreement. Therefore Purchaser shall be reimbursed by Seller (on the Date of Possession) for any full or partial patient pre-paid fees paid to Seller prior to the Date of Possession for services scheduled to be rendered following the Date of Possession.

Seller does not anticipate that there will be any unfinished work-in-progress as of the closing Date.

Any expense or liability of the Practice which is being expressly assumed by Purchaser in this Agreement, if any, that is subject to proration (as provided herein) but which amount is not known and/or not paid on or before the Date of Possession then, upon presentment, each party shall immediately pay their pro-rata share of such expense or liability, unless such expense or liability is solely attributable to either Seller or Purchaser, in which case the Purchaser or seller, whichever the case may be shall bear the entire amount of the expense or liability. The parties agree that if any clinical and/or office supplies are ordered for the Practice by seller but are not received until after the Date of Possession then Purchaser shall either pay for such supplies or return such supplies (or any unpaid portion thereof) to the vendor.

The foregoing sentences shall not relieve Seller of the obligation to have a usual and customary level of supplies and inventory on hand as of the Date of Possession.

4 ACCOUNTS RECEIVABLE: The parties acknowledge that the Assets being purchased do include Seller's accounts receivable. For purposes of this Asset Purchase Agreement, accounts receivable shall be defined as all amounts or fees due and payable to Seller (including without limitation, amounts for goods and/or services rendered prior to the Date of Possession but not yet billed) from patients or any third-party insurer and/or government reimbursement for services rendered either partially, pro-rated, or in full on or before the Date of Possession.

5 SELLER WARRANTIES: Except where otherwise provided to the contrary in this Asset Purchase Agreement or any of the attached exhibits, Seller acknowledges that Purchaser is not assuming any liability and/or obligation of Seller or the Practice or the Assets. All outstanding liabilities of the Practice prior to the Date of Possession (including office rent and/or equipment lease(s), if any) not expressly assumed by Purchaser hereunder shall be timely paid in full and discharged by Seller on or before the Date of Possession.

In addition:

A. SELLER WARRANTS THAT, TO THE BEST OF SELLER'S ACTUAL KNOWLEDGE, ALL FINANCIAL DATA, FEDERAL INCOME TAX RETURNS, CERTIFICATES, SCHEDULES, PRACTICE PROFILES, CONTRACTS, EXHIBITS OR OTHER INSTRUMENTS AND/OR WRITTEN INFORMATION CONCERNING THE PRACTICE FURNISHED BY SELLER TO PURCHASER ARE MATERIALLY TRUE AND CORRECT IN ALL MATERIAL RESPECTS AND ARE AN ACCURATE REPRESENTATION OF THE PRACTICE ON THE SIGNATURE DATE, AND CONTAIN NO INCOME THAT IS NOT IN THE ORDINARY COURSE OF THE BUSINESS OF THE PRACTICE. SELLER SPECIFICALLY UNDERSTANDS THAT PURCHASER IS RELYING UPON THE ACCURACY OF THE INFORMATION AND DOCUMENTATION PROVIDED BY SELLER AS A MATERIAL FACTOR FOR DETERMINING THE PRACTICE VALUE AND IS A MATERIAL INDUCEMENT FOR PURCHASER TO ACQUIRE THE PRACTICE. SELLER WARRANTS THAT SELLER HAS INDEPENDENTLY CONSULTED WITH SELLER'S OWN ATTORNEY AND

ACCOUNTANT AND IS RELYING SOLELY UPON THEIR RESPECTIVE LEGAL, FINANCIAL, TAX AND/OR ACCOUNTING ADVICE FOR ALL ISSUES RELATED TO THIS TRANSACTION.

B. SELLER DISCLOSURE: Seller has disclosed to Purchaser any known material information and/or changes that have occurred in the Practice (including, but not limited to any past occurrence within a period of 36 months prior to the Signature Date and/or any pending litigation, actions or threatened actions by any person or governmental agency) that could reasonably be expected to materially and adversely affect the desirability or economic potential of the Practice or the value of the Assets prior to the Signature Date; such previous or pending actions or changes, if any, shall be in writing and included in Exhibit "D". Seller warrants that, to the best of Seller's actual knowledge, all equipment, furniture and fixtures being transferred through this Asset Purchase Agreement meets applicable state and federal regulations and shall be free from known defects, in good repair and working order (normal wear and tear excepted) on the Date of Possession unless otherwise specified on the attached Exhibit "A".

Seller further warrants that on the Signature Date:

1. Seller has the necessary power, authority and capacity to enter into this Asset Purchase Agreement and carry out Seller's obligations contemplated hereby, without the necessity of any act or consent of any other person or entity, and that this Asset purchase Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms and that there are no contracts with any employee or independent contractor of the Practice that cannot be terminated at will by Seller, and that there have been no extraordinary increases in the compensation payable to any of the employees of the Practice and no provisions for any awards, bonuses, stock options, loans, profit sharing, pension, retirement or welfare plans or similar or other disbursements or arrangements for or on behalf of such employees that would become payable by Purchaser following the Closing Date, and, to Seller's actual knowledge, that no such claim is pending or could be asserted by any current or former employee of the Practice; that to the best of seller's knowledge, the office is properly zoned for its intended use by Purchaser and that the lease for the premises is not in default nor has the lease been in default without being promptly cured by Seller (if applicable) as a result of Seller's act or omission; seller is the lawful owner of the Practice and Assets and that seller has good, valid and marketable title to the Assets, and subject to the terms of Section I in this Asset Purchase Agreement, the Practice and Assets will be free and clear of any liens, claims, equities, charges, options, security interests or encumbrances of any nature whatsoever with no defects of title as of the Closing Date, unless indicated to the contrary.

C. SELLER DEFAULT: Seller shall not be in material default under any contract, lease or any other commitment whatsoever which might reasonably be expected to result in a material and adverse affect, either directly or indirectly, to the Purchaser, the Assets and/or the operation of the Practice following the Date of Possession; there will be no Practice related current or past due obligations to creditors of Seller (including brokerage fees, patient refunds or allowances, if any) outstanding as of the Closing Date, and Seller will pay in full all obligations related to the operation of the Practice prior to the Date of Possession and any obligations related to its sale in accordance with the terms of such obligations, unless and only to the extent contested in good faith; that there has been no work performed at the Premises by any third party which has not been timely paid in full or would otherwise give rise to any form of lien if not timely paid.

D.COMPLIANCE: Seller agrees to comply with all applicable COBRA requirements (if any); to the best of Seller's knowledge Seller has complied with all applicable local, state and federal regulations, statutes, laws, ordinances, rules, regulations, orders or directives relating to the operation of the Practice; Seller and all clinical practitioners employed in the Practice, if any, are currently licensed to practice dentistry in Wisconsin and are in material compliance with all applicable federal, state and local laws, rules and regulations relating to such professional licensure.

E. NON-VIOLATION: Seller warrants that the execution and delivery by Seller of this Agreement and the documents contemplated herein, as well as the consummation by Seller of the transactions contemplated thereby, do not and will not violate the terms of any instrument, document or agreement of which Seller is a party, or by which Seller or the property of Seller is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice, lapse of time or both) a default under any such instrument, document or agreement, or result in the creation of any lien upon any of the Assets, or violate any order, writ, injunction, decree, judgment, ruling, law, rule or regulation of any federal, state, county or foreign court or governmental authority applicable to Seller relating to the Practice.

G. TAXES; Seller warrants that there are no taxes or present disputes as to taxes of any nature payable by Seller which will impair the consummation of the transaction contemplated by this Agreement, result in any lien upon the Assets, or impose on Purchaser any burden or obligation to assume or pay any taxes of any nature (except for any taxes due as a result of the sale of the Assets, if any). Except for employee withholding taxes which will be deposited and/or paid according to the payment schedules required by law, to the best of Seller's

knowledge and belief, all tax returns of Seller (federal, state, city or otherwise) required by law to be filed on or before the Date of Possession have been duly filed in an accurate and correct manner and all corresponding taxes have been paid.

H. INVESTIGATIONS: Seller warrants that to the best of Seller's knowledge and belief, Seller is not in violation of, under any investigation with respect to, threatened to be charged with or been given notice of any non-compliance with, enforcement action under or violation of any applicable law, statute, order, rule, regulation, agency agreement, judgment, decree, penalty or fine entered by any federal, state, local or foreign court or governmental authority relating to the Practice or the Assets; and that, to the best of Seller's knowledge, there are otherwise no facts relating to the Assets or Seller's operation of the Practice which, if known by a potential claimant or governmental authority, would give rise to a claim or proceeding to which the Practice or the Assets would be subject after the Date of Possession.

I. SUITE OR ACTIONS: Seller warrants that there is no suit, action, arbitration, or legal administrative, or other proceeding, or governmental investigation, pending or, to the best of Seller's knowledge and belief, threatened, against or affecting the Practice, Seller or the financial condition of Seller, nor is Seller in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency or instrumentality; and that there are no facts or circumstances that might lead to a claim nor has any claim been made by any third party relating to the Practice, Seller or Seller's financial condition which would give rise to a claim or proceeding to which Purchaser or the Assets would be subject after the Date of Possession.

J. SERVICE CORPORATION: Seller warrants that Brookfield Dental Center is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and has all necessary corporate power and authority to own, lease and operate its properties and to conduct its business in the manner and in the places where such properties are owned, leased or is presently conducted.

6 PURCHASER WARRANTIES: Except to the extent otherwise set forth in this Asset Purchase Agreement, purchaser acknowledges warrants and agrees:

A. THAT PURCHASER HAS INDEPENDENTLY CONSULTED WITH PURCHASER'S OWN ATTORNEY AND ACCOUNTANT AND IS RELYING SOLELY UPON THEIR RESPECTIVE LEGAL, TAX AND/OR ACCOUNTING ADVICE FOR ALL ISSUES RELATED TO THIS TRANSACTION, AND HAS INDEPENDENTLY INVESTIGATED AND EXAMINED TO PURCHASER'S COMPLETE SATISFACTION, THE CLINICAL, FINANCIAL AND ALL OTHER RECORDS OF THE PRACTICE INCLUDING THIRD PARTY MANAGED CARE CONTRACTS, IF ANY,

B. AND IS PURCHASING THE PRACTICE WITHOUT ANY STATEMENT, REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, FROM SELLER EXCEPT FOR THOSE SPECIFICALLY WRITTEN IN THIS AGREEMENT.

C. THAT, PRIOR TO THE SIGNATURE DATE, PURCHASER HAS INDEPENDENTLY EXAMINED TO PURCHASER'S COMPLETE SATISFACTON, THE VALUE OF ALL THE ASSETS AND, EXCEPT FOR SELLER'S WARRANTIES SET FORTH IN THIS ASSET PURCHASE AGREEMENT RELATING TO THE WORKING CONDITION AND TITLE OF THE ASSETS, IS PURCHASING SAID ASSETS SOLELY UPON PURCHASER'S INDEPENDENT EXAMINATION AT THAT TIME, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, FROM SELLER AS TO THE VALUE, AND/OR MERCHANTABILITY OF THE ASSETS AND THE PRACTICE, OTHER THAN THOSE REPRESENTATIONS SET FORTH BYSELLER IN SECTION 12 ABOVE.

D. PURCHASER AGREES THAT, FOLLOWING THE DATE OF POSSESSIONS, SELLER SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY TO PURCHASER RELATED TO THE CONDITION OF THE ASSETS EXCEPT FOR A BREACH OF SELLER'S WARRANTIES AS TO THE WORKING CONDITION AND TITLE AND/OR ANY OTHER WARRANTIES SPECIFIED IN THIS ASSET PURCHASE AGREEMENT.

E. That Purchaser has the necessary capacity to enter into this Asset Purchase Agreement and carry out its obligations contemplated hereby, without the necessity of any act or consent of any other person or entity, and this Asset Purchase Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms and;

1. There are no actions, suits, proceedings or investigations pending or, to the best knowledge of Purchaser threatened in any court or before any governmental agency or instrumentality against Purchaser which if determined adversely would have a materially adverse effect on the condition, financial or otherwise, the business, operations or affairs of Purchaser taken as a whole

2. No statement contained in any certificate, schedule, financial statement, exhibit or other instrument furnished by Purchaser pursuant to this Asset Purchase Agreement or in any exhibit hereto contains any untrue statement of fact to the best of Purchaser's knowledge and belief, or omits to state a fact necessary in order to make the statements contained therein not materially misleading;
3. Purchaser is licensed to practice dentistry in Wisconsin on the Closing Date.

F. That the execution and delivery by Purchaser of this Agreement and the documents contemplated herein, as well as the consummation by Purchaser of this acquisition, do not and will not violate the terms of any instrument, document or agreement of which Purchaser is a party, or by which Purchaser or the Property of Purchaser is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice, lapse of time or both) a default under any such instrument, document or agreement, or violate any order, writ, injunction, decree, judgment, ruling, law, rule or regulation of any federal, state, county or foreign court or governmental authority applicable to Purchaser relating to the Practice.

G. That there are no taxes or present disputes as to taxes of any nature payable by Purchaser which will impair the consummation of the transaction contemplated by this Agreement, or result in any lien upon the Assets, and to the best of Purchaser's knowledge and belief, all tax returns of Purchaser (federal, state, city or otherwise) required by law to be filed on or before the Signature Date have been duly filed in an accurate and correct manner and all corresponding taxes have been paid.

H. That, to the best of Purchaser's knowledge and belief, Purchaser is not in violation of, under any investigation with respect to, threatened to be charged with or been given notice of any non-compliance with, enforcement action under or violation of any applicable law, statute, order, rule, regulation, agency agreement, judgment, decree, arbitration award, penalty or fine entered by any federal, state, local or foreign court governmental authority; and that there are otherwise not facts which, if known by a potential claimant or governmental authority, would give rise to a claim or proceeding to which the Practice or the Assets would be subject.

I. That, to the best of Purchaser's knowledge and belief, there is no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation pending or threatened, against or affecting purchaser or the financial condition of Purchaser, nor is Purchaser in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency instrumentality; and that there are no facts or circumstances that might lead to a claim nor has any claim been made by any third party relating to Purchaser or Purchasers' financial condition.

7 USE OF SELLER'S NAME: Purchaser shall be allowed to use the Seller's personal name when answering the Practice telephone for 90 days. Such use of Seller's personal name shall not be construed as creating any association, partnership or joint venture between the parties. However, all rights to any generic name that may be used in the operation of the Practice (whether such name is a corporate or trade name) shall be permanently transferred to Purchaser on the Date of Possession.

8 ANNOUNCEMENTS: Seller and Purchaser agree to notify, in writing, all active patients (the "Active Patients") of the Practice (or the head of household for families) whose treatment has been rendered within three (3) years prior to the Closing Date, and to all professional or other active referral sources of the Practice, a mutually approved, appropriate announcement of this transaction containing an introduction and recommendation signed by Seller. The expense of such announcements shall be paid by Seller.

A. Both parties agree not to disclose or release any information concerning the negotiation and discussions pertaining to this transaction to any other person or entity other than each party's respective legal and tax advisors, without the prior written consent of the other party

B. Seller agrees not to take any action that is designed or intended to have the effect of discouraging patients or others from using the Practice or otherwise maintaining the same business relationships with Purchaser after the Date of Possession Seller further agrees not to make any statement, orally or in writing, or take any other action that might damage the business and professional reputation of Purchaser or interfere with or adversely affect the relations of Purchaser and any of Purchaser's suppliers or employees

9 PATIENT RECORDS: The parties agree that to ensure continuity of care for the aforementioned Active Patients of the Practice, Seller's custodial interest in the patient records shall transfer to Purchaser on the Closing Date, to the extent permitted by applicable law. Purchaser and Seller agree to comply with any applicable State and Federal regulations relating to the transferability and confidentiality of the clinical and financial content of the Patient Records, including but not limited to all applicable HIPAA privacy regulations.

A. The parties agree that all inactive patient records of inactive patients of the Practice, whether stored on the Premises or at any other location, shall remain in the custody of Purchaser. The term Inactive Patient Records shall mean those patients of the practice that are not Active Patients; those that have not received any treatment or services within the last 24 months. Purchaser shall be responsible for maintaining the Inactive Patient Records in accordance with all applicable laws, rules and regulations.

B. In the event of a malpractice action or claim against Seller, upon reasonable request, Purchaser will make all relevant original Active Patient Records available to Seller, (at Seller's expense), in accordance with the confidentiality requirements of any applicable Federal or State law, rules and regulations. Unless otherwise determined by the courts having jurisdiction over the matter, upon completion of such action the original Active Patient Records shall be returned to Purchase. Purchaser shall make copies of such Active Patient Records and maintain those copies until such time as the original Active Patient Records are returned.

10 EXPENSES: Each party shall pay all their respective consultant, attorney or accountant fees and expenses incurred by such party with respect to this Asset Purchase Agreement and the transaction contemplated hereby. In the event a party seeks to enforce any of its rights hereunder, in a court of competent litigation or in such other forum as is provided hereunder, and if such action results in a judgment (or opinion rendered in an alternative forum) substantially in favor of either party (a dismissal, with prejudice, by the party commencing such action, shall be deemed to be a judgment in favor of the other party for the purpose of this section), then and in such event the prevailing party shall be entitled to recover from the other party, in addition to the relief awarded the prevailing party in or by judgment, all court costs, reasonable investigation expenses and reasonable attorneys' fees, including appellate proceedings and proceedings in bankruptcy incurred by the prevailing party in such action.

11 ATTORNEYS AND DOCUMENTS: The parties acknowledge that each has been represented by independent legal counsel in this transaction.

12 INDEMNIFICATION: Each party (the "Indemnifying Party") hereby agrees to defend, hold harmless and expeditiously indemnify the other party (the "Indemnified Party") from, against and with respect to any and all liability, claim, loss, damage, obligation, cost or expense arising out of the Indemnifying Party's breach or violation of any representation, provision, warranty or covenant contained in this Asset Purchase Agreement or its exhibits (if such breach of covenant is decided by a court of competent jurisdiction or by admission of either party), including reasonable attorneys' fees and expert witness fees and other reasonable cost incurred in the defense of any legal proceeding asserting such a claim.

A. Seller and Seller's assigns and successors agree to defend, hold harmless, and expeditiously indemnify Purchaser from, against and with respect to any and all loss which, in any manner, arises or results from the operation of the Practice prior to the Date of Possession and/or from any liability or obligation of Seller and/or Seller's employees not expressly assumed by Purchaser hereunder. Purchaser shall defend, hold harmless and expeditiously indemnify Seller from, against and with respect to any and all loss arising out of any conduct or practice of Purchaser and Purchaser's employees which arises or results from the operation of the Practice at anytime on or following the

Date of Possession and/or from any liabilities or obligations of Seller expressly assumed by Purchaser and specifically described in this Asset Purchase Agreement (if any).

B. Upon receipt of a claim or demand for which a party is entitled to indemnification, the indemnified Party shall promptly:

1. Notify the Indemnifying Party in writing of the nature of the indemnifiable claim, and the names and addresses of the persons involved in or having an interest in such claim; and furnish the Indemnifying Party with all documents and information within the possession custody or control of the Indemnified Party and relating to such claim; and
2. Cooperate with the Indemnifying Party and its counsel including but not limited to appearing as a witness as may be reasonably required and responding to all reasonable requests for documents and answering interrogatories.

C. Upon receipt of written notice of an indemnifiable claim and all other documents and instruments required to be furnished to the Indemnifying Party, the Indemnifying Party shall be responsible for providing a defense in a manner and utilizing attorneys selected by the Indemnifying Party, for which the Indemnifying Party shall be solely responsible for payment of all costs and expense. The Indemnifying Party shall not enter any negotiation or settlements with the person or entity asserting the claim without receiving the prior express written consent of the Indemnified Party, which may not be unreasonably withheld, delayed or conditioned.

D. In the event the Indemnifying Party defends the indemnifiable claim, it may do so under a reservation of its rights to cease the defense of the indemnifiable claim at a later date (upon reasonable prior written notice to the Indemnified Party) in the event it is determined that the Indemnifying Party has no obligation to defend or indemnify. The amount payable by an Indemnifying Party to an Indemnified Party with respect to a loss shall be reduced by the amount of any proceeds received by the Indemnified Party from any third party, including, without limitation, insurance proceeds on account of such loss.

E. The parties hereto agree to use their best efforts to collect any and all insurance proceeds to which it may be entitled.

F. Notwithstanding the foregoing indemnity and hold harmless provisions of this Asset Purchase Agreement or any other provision which may provide or be deemed to provide to the contrary, none of the indemnity and hold harmless provisions hereof shall apply with respect to any actions of professional liability to the extent that such actions are insured against by either party unless the underwriter successfully denies coverage, or the underwriter refuses to pay under the policy. Such Exclusion shall also not apply to

any portion of a claim which exceeds the professional liability coverage or is subject to a deductible.

13 INTEGRATION: This Asset Purchase Agreement includes the attached exhibits, and embodies the entire agreement and understanding among the parties hereto regarding the subject matter hereof, and replaces and supersedes any prior agreements between the parties, oral or written, related to the subject matter hereof.

14 CHOICE OF LAW: This Asset Purchase Agreement and all the exhibits shall be governed, construed and enforced according to the laws of the State of Wisconsin.

15 BINDING EFFECT, ASSIGNMENT: Except to the extent of any contrary provisions herein, all of the terms of this Asset Purchase Agreement, whether so expressed or not, shall be binding upon the respective successors and assigns of the parties hereto, and shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

A. Should Purchaser sell the Practice to any third party, for any reason following the Closing Date, then Seller agrees that Purchaser shall have the right to assign Seller's covenants contained herein (provided Purchaser is not in default of the terms of this Asset Purchase Agreement and/or its Exhibits); Seller agrees to remain bound by the terms thereof to any subsequent purchaser of the Practice, provided that subsequent purchaser accepts the same terms and conditions affecting Seller as outlined in this Asset Purchase Agreement. Notwithstanding any such subsequent sale of the Practice, Purchaser shall remain personally liable under the terms and conditions of this Asset Purchase Agreement and/or the attached exhibits (if applicable) unless Seller releases Purchaser from such personal liability in writing.

B. Should there be any covenants granted to Seller by a third party who is or was employed in the Practice, and/or if there are any outstanding covenants made to Seller by any former practice owner, and such covenants relate to the Practice and are in effect at the time this Asset Purchase Agreement is signed, then, subject to the terms and conditions of those agreements with such third parties, all such outstanding covenants shall be automatically assigned to Purchaser at the Closing, to the extent that they are assignable. Seller agrees to provide reasonable assistance to Purchaser in enforcing such outstanding covenants against such third parties for the entire term of said covenants, should such third parties breach or attempt to breach those covenants that would result in a material and adverse effect on the Practice.

16 SEVERABILITY: In the event any section or part of this Asset Purchase Agreement or any of the attached exhibits or parts thereof should be adjudged invalid, such adjudication shall in no manner affect the other sections or exhibits, which shall remain in full force and effect as if the section or exhibit so declared or adjudged invalid were not originally a part hereof unless the section or exhibit so judged invalid, materially affects the consideration or obligation either party is entitled to receive or assume hereunder.

17 NOTICE: Any notice or payment required or permitted in this Asset Purchase Agreement and attached exhibits, shall be in writing and delivered personally or sent by certified U.S. Mail, return receipt requested with all postage and other charges pre-paid. Any such notice or payment from Seller to Purchaser shall be addressed to the principal office of Purchaser. Any such notice or payment from Purchaser to Seller shall be personally hand delivered to Seller or addressed to the last known residential address of Seller.

A. Either party may change its address or the designation of its representative by notifying the other party of such change in writing.

B. Except where provided to the contrary elsewhere in this Asset Purchase Agreement and subject to the terms herein, each party agrees to give to the other party written notice of any alleged breach or violation of this Asset Purchase Agreement or the attached exhibits, or of an intention to pursue legal action against the other arising out of this Asset Purchase Agreement. The party receiving such notice shall have ten (10) days to cure such default if such default is for a late payment, and shall have thirty (30) days to cure if the default is for something other than a late payment and is curable, before the other party may proceed with any legal action or exercise their right of offset against the other party.

C. This requirement of notice and time to cure shall not prohibit a party from seeking injunctive relief immediately following an alleged breach of this Asset Purchase Agreement by the other party.

18 WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING: Either party may, to the extent legally allowed,

A. extend the time for the performance of any of the obligations or other acts of the other parties hereto,

B. waive any inaccuracies in the representations or warranties of the other parties hereto contained herein or in any document delivered pursuant hereto and (iii) waive compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Asset Purchase Agreement shall not operate as, or be construed to be, a waiver of

any, or other subsequent breach or violation of any provision thereof. Acceptance of a payment or partial payment after default shall not be deemed a waiver of any preceding breach or default other than the failure of Purchaser to pay the particular part of a payment accepted, regardless of Seller's knowledge of the preceding breach at the time of acceptance

C. No breach or violation of any provision hereof may be waived except by an agreement in writing signed by the waiving party.

19 SURVIVAL: All representations, covenants, warranties, obligations, indemnification, rights and responsibilities made or undertaken in this Asset Purchase Agreement and its exhibits, or in any document or instrument executed and delivered pursuant hereto shall remain in full force as of the Closing and shall survive the Closing. Time is of the essence of this Agreement and its exhibits.

20 CONSTRUCTION: Neither this Asset Purchase Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Asset Purchase Agreement has been reviewed by the parties and their respective legal counsel, or each party has had the opportunity to have his/her legal counsel review it and, in the case of any ambiguity or uncertainty, shall be construed according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto. The parties acknowledge that they have had the opportunity to participate equally in the drafting of this Asset Purchase Agreement and that in the event of a dispute, no party shall be treated, for any purpose, as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

21 NOMENCLATURE: The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and vice versa, wherever such usage is appropriate to the context.

22 MEDIATION AND ARBITRATION: It is the intention of the parties to bring all disputes between them to an early, efficient and final resolution. Therefore, it is hereby agreed that all disputes, claims and controversies between the parties hereto, whether individual, joint in class, in nature, or otherwise, shall be exclusively resolved as provided herein through mediation and arbitration.

A. Any dispute between the parties as it relates to the terms of this Asset Purchase Agreement or the behavior or practice of the parties as their rights or privileges may be affected in the future, shall be submitted to arbitration, in accordance with the rules of the American Arbitration Association or other such professional dispute resolution body mutually acceptable to the Parties.

B. Any dispute not otherwise satisfactorily resolved through mediation within thirty (30) days from the commencement thereof may be submitted at the request of either party, to binding arbitration pursuant to the rules of the American Arbitration Association (or such professional dispute resolution body mutually acceptable to the parties) through an arbitrator in Wisconsin that has been mutually agreed to by both parties.

C. Statutes of limitations, waiver, laches and similar doctrines which would otherwise be applicable in any action brought by a party hereto shall be applicable in arbitration proceeding hereunder, and the parties agree that the commencement of binding arbitration proceedings hereunder shall be deemed the commencement of an action for purposes of such doctrines, whether raised in court or arbitration.

D. The parties shall have a minimum of 4 months prior to the start of arbitration proceedings in which to serve interrogatories and document requests upon the other party, during which time the parties can take a maximum of one deposition per party. This discovery shall be conducted pursuant to the rules of civil procedure in Wisconsin courts.

E. Arbitration shall be conducted by a single arbitrator with experience in the area of the dispute with the power to award monetary and/or non-monetary relief, but not punitive

F. The decision by the arbitrator shall be final and binding upon the parties and/or their heirs, successors and assigns; judgment upon the award rendered may be entered in any court for confirmation of the award and the entry of a judgment or for any other relief with respect to the award as provided by law. During mediation and arbitration proceedings, the parties shall continue performance of this Asset Purchase Agreement unless doing so would unnecessarily increase damages. The parties agree to adhere to all covenants (as described herein) until such time as the arbitration process has been completed and the arbitrator has determined each party's post arbitration obligations and responsibilities as they relate to such warranties and covenants. The fees and costs of mediation shall be divided equally between the parties. The fees and costs of arbitration, including without limitation, arbitration fees, reasonable attorneys' and accountants' fees, witness expenses and other related expenses actually incurred shall be awarded by the arbitrator.

E. The requirement of arbitration shall not prohibit a party from seeking injunctive relief from a court of competent jurisdiction immediately following an alleged breach of this Asset Purchase Agreement by the other party.

23 ITEM HEADINGS AND INTERPRETATION: The item headings contained in this Asset Purchase Agreement are for convenience only and shall in no manner be construed as a part of this Asset Purchase Agreement. Whenever the words "include", "includes" or "including" are used in this Asset Purchase Agreement, they shall be deemed to be followed by the words "without limitation". In addition, any other information, including articles and summaries shall not affect in any way the meaning or interpretation of the text of this Asset Purchase Agreement.

24 PERSONAL GUARANTY: The undersigned parties acknowledge and agree that they have read this Asset Purchase Agreement and the attached exhibits in their entirety and that they understand and agree to be bound by the terms and conditions as stated therein. The parties expressly waive the right to protest the reasonableness of, and individually and personally guaranty the performance of the respective obligations, warranties and covenants contained in this Asset Purchase Agreement and the attached exhibits, whether corporate or individual.

28 OTHER PROVISIONS OR MODIFICATIONS: Other provisions or modifications of this Asset Purchase Agreement, if any, are set forth in Exhibit "D"

IN WITNESS WHEREOF, the undersigned parties acknowledge that they have read this Asset Purchase Agreement in its entirety and have executed this Asset Purchase Agreement and the Attached exhibits on the aforementioned Signature Date.

Seller _____

Witness _____

Purchaser _____

Witness _____

EXHIBIT "A"

Attached to and made a part of that certain Asset Purchase Agreement by and between Dr. Gregory and Dr. Betty Wilson

EQUIPMENT, SUPPLIES, FURNITURE AND FIXTURES

To be prepared by Purchaser and provided by Seller prior to Closing

1. Current furnishings are clean, minimally worn but dated
2. Technology is a practice management software system with two terminals.
3. Digital PAN

EXHIBIT "A.I"

Attached to and made a part of that certain Asset Purchase Agreement by and between Dr. Gregory and Dr. Wilson

ITEMS EXCLUDED FROM SALE

In addition to the items specifically excluded in Section 1 of the Asset Purchase Agreement, the following items are also to be excluded from this sale:

1. Collection of FOUR (4) photographic prints in the waiting room from Dr. Gregory's private collection. Marked "Great Barrier Reef 1, 2, 3 and 4".
2. Antique dental chest, blue metal circa 1950, including contents of the drawers.

EXHIBIT "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT Dr. Gregory (hereinafter referred to as "Seller"), for good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, does hereby sell, set over, transfer, assign and convey unto Dr. Betty Wilson(hereinafter referred to as "Purchaser") and any successors or assigns, all Seller's right, title and interest in and to all of the Assets(as defined in the Asset Purchase Agreement between Seller and Purchaser with a Signature Date of June 1, 2012 subject to the terms and conditions, warranties and covenants described in the Asset Purchase Agreement and all exhibits attached here to, whether such interest is joint or several, individual or corporate. And for the same consideration, Seller, and Seller's successors and assigns, covenants with and warrants unto Purchaser and Purchaser's successors and assigns, that Seller is he lawful owner of the property hereby conveyed, that Seller has good and marketable title to Seller's interest in said property, and that said property is free and clear of any liens and encumbrances of any kind, character or nature, and that Seller, and Seller's successors and assigns will forever warrant and defend the same unto Purchaser and Purchaser's heirs and assigns, against all lawful claims and demands whatsoever. Successors and assigns include heirs, executors, administrators and personal representatives.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale, effective the Closing Date described in the aforementioned Asset Purchase Agreement.

Seller _____

Witness _____

Purchases _____

Witness _____

EXHIBIT "C"

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT is entered into between Dr. Gregory (Seller/ Covenanter) and Dr. Betty Wilson (Purchaser)

WHEREAS, Purchaser and Covenanter have simultaneously executed an Asset Purchase Agreement through which the Purchaser has acquired "Brookfield Dental Center" and WHEREAS, Covenanter, as an incentive and as a specific condition for Purchaser entering into the Asset Purchase Agreement and acquiring and paying for the goodwill of the Practice, makes, gives and agrees to these covenants respecting competition and solicitation, all ancillary to the sale of the Practice, in favor of Purchaser.

NOW, THEREFORE, in consideration of the premises as well as the parties' respective promises, representations, covenants and warranties, the performance of each unto the other, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. RESTRICTIVE COVENANT: In consideration of and in conjunction with the sale of the Practice, Covenanter hereby grants the following restrictive covenant

A. Covenanter hereby individually covenants and agrees not to practice dentistry, in any location, with the exclusion provide in the attached "Employment Contract", as a private practitioner, partner, associate, contractor, employee or as a stockholder, officer or director of any corporation or organization so engaged, or lend Covenanter's name to any business organization competitive with the practice, within a radius of fifty (50) miles from the Premises for a period beginning from the date of Possession and continuing until seven (7) years from the date hereof.

B. For the purpose of this Restrictive Covenant Agreement, the Premises shall include 14400 W. Capitol Dr., Brookfield, Wisconsin.

C. To practice dentistry shall not include

1. The provisions of the attached "Employment Contract"

2. Locum tenens coverage in any one office within the Restricted Area, for a period not to exceed five (5) days (in that same office) during any twelve (12) month period, or

3. Government sponsored public health or other institutional, charitable practice that is limited to treatment of non-private patients, or

4. Any non-clinical academic position in any dental related teaching institution.

D. If a court should hold that the Restricted Period and/or the Restricted Area is unenforceable then to the extent permitted by law the court may prescribe a duration for the Restricted Period and/or a radius or area for the Restricted Area that is reasonable and the parties agree to accept such determination subject to their rights of appeal. Nothing herein stated shall be construed as prohibiting Purchaser from pursuing any other equitable remedy or remedies available for such breach or threatened breach, including recovery of damages from Covenanter injunctive relief, together with reasonable attorney's fees and other costs of collection.

E. This Restrictive Covenant Agreement shall be considered a personal service agreement between Covenanter and Purchaser. Should Covenanter be in violation of this Restrictive Covenant then the Restricted Period shall be extended for a period of time equal to the period during which said violation or violations occurred. If Purchaser seeks injunctive relief from said violation in court, then the running of the Restrictive Period shall be suspended during the pendency of said proceeding, including all appeals by Covenanter. This suspension shall cease upon the entry of a final judgment in the matter.

F. Covenanter agrees not to discuss any practice related policies and/or issues that may be considered a breach of professional standards by Purchaser with the staff, patients, and/or referral sources of the practice, either before, during or following the Restricted Period. Covenanter agrees that any differences that may arise relating to such policies and/or issues will be discussed only with Purchaser, or if necessary, with Covenanter's legal representative or as required by any legal and/or administrative procedure.

2. NON-SOLICITATION: As a further inducement to Purchaser to acquire the Practice, Covenanter hereby warrants and agrees that Covenanter, and/or any agent of Covenanter, during the Restricted Period, will not solicit, either directly or indirectly, nor practice dentistry on any of Covenanter's former patients of the Practice (those who have received treatment at any time during the 36 month period immediately preceding the date hereof) without the prior written consent of Purchaser. In addition:

A. During the Restricted Period, Covenanter agrees not to solicit any professional referral sources of the Practice, for any business that could otherwise be referred to Purchaser.

B. During the Restricted Period, Covenanter agrees not to recommend to any patients of the Practice to patronize any other practitioner (including covenanter) in the same specialty as covenanter other than Purchaser regardless of the distance of that patient's domicile from the Premises (unless that patient is relocating to another area outside of the Restricted Area).

C. During the Restricted Period, Covenanter agrees not to solicit, employ or contact with any of the employees of the Practice who were employed by Purchaser during the Restricted Period, to work for anyone other than Purchaser.

D. If Covenanter will continue to practice dentistry outside the Restricted Area, then Covenanter's immediate family members (limited to grandparents, parents, siblings, children and grandchildren of both Covenanter and Covenanter's spouse) shall not be included in this non-solicitation.

3. WAIVER OF RIGHT TO PROTEST: The restrictive covenants contained herein are ancillary to a sale of the Practice and are to be construed as cumulative with those set forth in any other agreements between the parties hereto. Covenanter expressly agrees that the duration, geographical limitations and description of the prohibited conduct described in this Restrictive Covenant Agreement are reasonable and that Covenanter has received valuable consideration for the warranties and covenants contained herein. Covenanter further expressly waives the right to protest the reasonableness of the limitations, warranties, geographical limitations and prohibited conduct specified in this Restrictive Covenant Agreement.

4. SPECIFIC PERFORMANCE: Any breach of the warranties and covenants contained herein shall be subject to specific performance by temporary as well as permanent injunction or other equitable remedies by a court of competent jurisdiction. The obtaining of any such injunction shall not prevent the obtaining party from also seeking and obtaining any damages incurred as a result of such breach, either prior to or after obtaining such injunction. If any court of competent jurisdiction determines that either party has breached any of the foregoing covenants, then that party shall pay all reasonable costs of enforcement of the foregoing covenants including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees through any appeals.

IN WITNESS WHEREOF, Covenanter has executed this Restrictive Covenant Agreement on the aforementioned Signature Date.

Covenanter _____

Witness _____

Purchaser _____

Witness _____

EXHIBIT "D"

Attached to and made a part of that certain Asset Purchase Agreement between
Dr. Gregory and Dr. Betty Wilson

ADDITIONAL PROVISIONS AND MODIFICATIONS

Any provisions set forth in the attached Asset Purchase Agreement and/or its exhibits which are inconsistent or contrary to the provisions set forth in this exhibit shall be void and have no effect' All other terms shall remain in full force and effect.

1. The Purchaser's obligations hereunder are subject to and conditioned upon the following, and if any of the following conditions are not met prior to the specified date, purchaser may, at Purchasers sole option, declare this Agreement void.

A. Purchaser, successfully arranging for a lease, on terms acceptable to Purchaser for the Premises by 6/1/2012.

B. Purchaser successfully arranging for financing, on terms acceptable to Purchaser, for Purchasers', purchase of the Practice and including additional funds for working capital and a line of credit by 6/1/2012, or other date mutually agreed by Seller and Purchaser.

C. Purchaser may not discontinue the employment of current staff for two (2) years from Date of Possession.

2. Seller warrants that

A. all of the personal property used in the Practice is owned by Seller outright and that none of the property is leased and

B. there are no software license or maintenance contracts

3. Seller warrants that there are no contracts of any nature relating to the Practice which will not terminate by their terms upon Seller's sale of the Practice' including but not limited to any contracts with vendors, suppliers or insurance or other third party payers.

4. Purchaser and Seller agree to the employment terms specified in the Employment Contract between Dr. Gregory and Dr. Wilson which is attached to this Asset Purchase Agreement.