

TERMS and CONDITIONS

“TERM SHEET”

PREFACE: The following guidelines set forth the proposed terms and conditions for the herein contained Term Sheet for MSDA Membership and Symposium Registrants.

The proposed Term Sheet is established for the sole purpose of discussion and negotiations, to describe the general terms and conditions only, and as such, it is not made with the intent of imposing any legal obligation to any party in connection with this instrument.

1. *PARTIES TO PURCHASE OF INTEREST*

Individuals wishing to purchase MSDA membership or register for the annual MSDA Symposium, who shall be known hereinafter as the "Purchaser," herein proposes and in consideration the acquisition from Medicaid|Medicare|CHIP Services Dental Association, which hereinafter shall be known as the "Company," the following properties and/or assets:

- MSDA Symposium Registration
- MSDA Membership

Aforementioned properties and assets intended for purchase shall hereinafter be known as the "Assigned Interests."

2. *PROPOSED PURCHASE PRICE*

For the sale and transfer of the aforementioned Assigned Interests to the Purchaser, the purchase price, dependent upon membership status, and the terms of payment are as follows:

- One-time full payment/per person online.

2017 Membership January 1 st -December 31 st , 2017		2017 Symposium Registration/per person		
Membership Category	Membership Dues	By March 14th	March 15 th to April 30th	May 1 st to June 14th
Regular <i>Limited to State Medicaid and CHIP Employees</i>	NA	\$345.00	\$365.00	\$395.00
Associate	\$75.00	\$365.00	\$385.00	\$445.00
Non-profit Groups Educational Institutions	\$1,000.00	\$1,050.00	\$1,250.00	\$1,500.00
2017 Corporate Round Table Basic	\$3,000.00	\$975.00	\$1,050.00	\$1,250.00
2017 Corporate Round Table Premium	\$5,000.00	\$925.00	\$1,000.00	\$1,200.00
<i>Non-Member 2017 Symposium Registration Fees</i>				
Category		By March 14th	Mar 15 th to April 30th	May 1 st to June 14th
Non-member		\$650.00	\$750.00	\$850.00
Corporate Non-member Individual		\$1150.00	\$1,350.00	\$1750.00
Gold	\$5,000	Exhibit Booth Gold support acknowledgment on signage at symposium Company logo displayed in symposium program Exclusive sponsorship and recognition of either the <i>Monday Luncheon, Tuesday Luncheon, or Member Reception</i> Two symposium registrations		
Silver	\$3000	Silver sponsorship recognition of either the <i>Monday Breakfast or Tuesday Breakfast</i> Company logo displayed in symposium program One symposium registration		

3. STATEMENTS AND ASSURANCES

- (a) Both the "Purchaser" and the "Company" hereby agree to comply with any and all applicable laws with regards to the performance of the aforementioned transaction;
- (b) That the herein titled "Company" certifies and attests that it maintains a clear title and ownership over the "Assigned Interests;"
- (c) Furthermore, the "Company" guarantees and warrants that the "Assigned Interests" are free and clear from obligation and defects;
- (d) That there are no pending litigation or proceedings commenced against the "Company" nor the "Purchaser" that would challenge or contest, or which may prevent, delay, interfere with or make illegal any of the herein contained Contemplated Transactions;
- (e) Non-Disclosure: Under no circumstances, shall the "Purchaser" nor the "Company" make any public disclosure regarding the pending Transaction prior to or after the closing. Both parties, the "Company" and the "Purchaser," are hereby in agreement that any such decision regarding the disclosure of the Contemplated Transaction, made at or after the time of Closing, shall be made mutually; providing that there is no provision that would prevent the "Company" from their fulfillment of any legal disclosure obligations.
- (f) Non-Compete: The "Company" herein agrees that is will neither directly nor indirectly, as of this date and until the date of Closing, either through the use of a broker, agent or otherwise, solicit or accept any offer or engage in any other negotiation, nor enter into or consider any other contract with regard to the anticipated Assigned Interests or with respect to a Replacement Transaction. Therefore, the "Company" herein declares that it shall promptly refuse any unsolicited offer with regards to the Assigned Interests.
- (g) That all Transaction Documents will contain representations and warranties that are customary for transactions of this size and nature.

4. ***CONDITIONS AND DATE OF CLOSING***

The obligations of the "Company" to complete all Contemplated Transactions herein shall be subject, in conjunctions with other items, to the satisfactions of the following conditions:

- (a) Satisfactory completion of all legal, accounting, tax, financial, commercial and environmental due diligence, at the "Company's" sole discretion;
- (b) Negotiation execution and delivery of satisfactory and mutually acceptable Transaction Documents;
- (c) Receipt of all necessary governmental, Board of Directors, investment committee and third-party approvals;

- (d) True and correct representations and warranties as of the "Closing Date;"
- (e) Finally, that any and all essential steps to achieve a closing (the "Closing") shall be completed by 06/09/2017, the actual "Closing Date" for the Symposium Registration; and December 31st, for MSDA Membership. The aforementioned "Closing Date" may be subject to a mutually agreed upon extension or postponement by both parties. This herein contained Term Sheet shall expire at midnight on 12/31//2017.

5. ***DELIVERABLES AT CLOSING***

Below is a list of deliverables that are due at closing:

- Membership Status Notification
- Symposium Registration Notification

6. ***GOVERNING LAW***

Any and all Transaction Documents, as well as this Term Sheet, shall be governed by the current applicable laws of the State of Massachusetts.

7. ***BOOKKEEPING/ACCOUNTING MATTERS***

It shall be the responsibility of the "Company's" Accountant to ensure the preparation of any and all financial statement made in accordance with the Generally Accepted Accounting Principles (GAAP). In addition, prior to the "Closing," an audit of any and all financial statements shall be completed.

8. ***CONFIDENTIALITY***

It is therefore agreed, that the terms and conditions contained within this Term Sheet shall be held in the strictest confidence by both parties.