

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (together with all exhibits, schedules and attachments hereto, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”) is made and entered into as of December 20, 2023, by and among:

(i) SDB HoldCo, LLC, a Delaware limited liability (“HoldCo”), SDB Intermediate, LLC, a Delaware limited liability company (“Parent”), and Vardiman Black Holdings, LLC, a Delaware limited liability company (the “Borrower”) (collectively with their direct and indirect subsidiaries listed on the signature pages hereto, the “Company” or “Company Parties” and each, a “Company Party”);

(ii) the undersigned financial institutions or entities party to the Credit Agreement (as defined herein) as lenders, together with their respective successors and permitted assigns that subsequently become party hereto in accordance with the terms hereof (the “Consenting Lenders”);

(iii) Oxford Finance LLC, in its capacity as agent (the “Agent”) for itself and the other lenders under the Credit Agreement;

(iv) TSG8 SDB Group Holdings L.P. (the “TSG Sponsor”); and

(v) VB II, LLC (the “LCG Sponsor”).

Each of the Company Parties, the Consenting Lenders, the TSG Sponsor, the LCG Sponsor and any Person that subsequently becomes a party to this Agreement in accordance with the terms hereof is referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restructuring Term Sheet attached as **Exhibit 1** hereto (as may be amended, restated or otherwise modified from time to time as provided in Section 17 of this Agreement, the “Restructuring Term Sheet”).

RECITALS

WHEREAS, reference is made to that certain Credit and Security Agreement, dated as of March 18, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, as borrower, Parent and each of the Borrower’s subsidiaries, as guarantors, the lenders from time to time party thereto (the “Lenders”), and Oxford Finance, LLC, as administrative agent (the “Agent”).

WHEREAS, the Parties have negotiated in good faith at arm’s length and agreed to undertake a financial restructuring of the Company in accordance with the terms set forth below and in the Restructuring Term Sheet (the “Restructuring”);

WHEREAS, subject to the terms of this Agreement and the Restructuring Term Sheet, each Party desires to enter into certain transactions in furtherance of the Restructuring (the “Restructuring Transactions”);

WHEREAS, as of the date hereof, the Consenting Lenders constitute “Required Lenders” (as defined in the Credit Agreement); and

WHEREAS, the Parties desire to express to each other their mutual support and commitment with respect to the matters discussed hereunder.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. Definitions. The following terms used in this Agreement shall have the following definitions:

“Agent” has the meaning set forth in the Recitals.

“Agreement” has the meaning set forth in the preamble.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by law or other governmental action to close.

“Claims” means any and all claims (as defined in section 101(5) of the Bankruptcy Code) against the Company and its property, whether or not asserted, including, without limitation, the Lender Claims, the TSG Sponsor Claims, and the LCG Sponsor Claims.

“Company,” “Company Parties” or “Company Party” has the meaning set forth in the preamble to this Agreement.

“Company Termination Event” has the meaning set forth in Section 9.4 hereof.

“Consenting Lender Claims” has the meaning set forth in Section 7.2(a) hereof.

“Consenting Lender Termination Event” has the meaning set forth in Section 9.1 hereof.

“Consenting Lenders” has the meaning set forth in the preamble to this Agreement.

“Credit Agreement” has the meaning set forth in the Recitals.

“Definitive Documents” has the meaning set forth in Section 3.1 hereof.

“HoldCo” has the meaning set forth in the preamble to this Agreement.

“Joinder Agreement” has the meaning set forth in Section 8(a) hereof.

“Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction.

“LCG Sponsor” has the meaning set forth in the Recitals.

“LCG Sponsor Claims” means any and all Claims of the LCG Sponsor or affiliates thereof, including but not limited to any Claims arising under the LCG Sponsor Notes or any investment/management agreements.

“LCG Sponsor Notes” means any promissory notes issued by the Company to the LCG Sponsor or affiliates thereof, including but not limited to (a) the unsecured promissory note issued by HoldCo on May 1, 2023 to an affiliate of the LCG Sponsor and (b) the unsecured promissory notes issued by HoldCo to LCG Sponsor.

“LCG Sponsor Termination Event” has the meaning set forth in Section 9.3 hereof.

“Lender Claims” means all Claims arising under the Credit Agreement and Loan Documents (as defined in the Credit Agreement).

“Lenders” has the meaning set forth in the Recitals.

“Loans” has the meaning set forth in Section 8(a) hereof.

“Management / Doctor Incentive Plan” has the meaning provided to such term in the Restructuring Term Sheet.

“Outside Date” means [REDACTED] or such other date agreed to in writing (which may be by email) by the Company Parties, the TSG Sponsor, the LCG Sponsor, and (i) the Required Consenting Lenders if such date is on or before [REDACTED] or (ii) the Consenting Lenders if such date is after [REDACTED].

“Party” or “Parties” has the meaning set forth in the preamble to this Agreement.

“Person” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group or any legal entity or association.

“Required Consenting Lenders” means the Consenting Lenders that comprise Required Lenders under the Credit Agreement.

“Required Lenders” means “Required Lenders” as defined in the Credit Agreement.

“Restructuring” has the meaning set forth in the Recitals.

“Restructuring Effective Date” means the date on which the Restructuring Transactions are consummated.

“Restructuring Term Sheet” has the meaning set forth in the preamble to this Agreement.

“Restructuring Transactions” has the meaning set forth in the Recitals.

“RSA Effective Date” has the meaning set forth in Section 10 hereof.

“Sponsors” means the LCG Sponsor and the TSG Sponsor.

“Termination Date” has the meaning set forth in Section 9.7(a) hereof.

“Termination Event” has the meaning set forth in Section 9.1 hereof.

“Transaction Expenses” has the meaning set forth in Section 11(a) hereof.

“Transfer” has the meaning set forth in Section 8(a) hereof.

“Transferee” has the meaning set forth in Section 8(a) hereof.

“TSG Sponsor” has the meaning set forth in the recitals.

“TSG Sponsor Claims” means any and all Claims of TSG Sponsor or affiliates thereof, including but not limited to any Claims arising under the TSG Sponsor Notes or any investment/management agreements.

“TSG Sponsor Notes” means any promissory notes issued by the Company to the TSG Sponsor or affiliates thereof, including but not limited to that certain Promissory Note, dated as of June 2, 2023, by and between HoldCo and TSG Sponsor (as amended, restated, supplemented, or otherwise modified from time to time).

“TSG Sponsor Termination Event” has the meaning set forth in Section 9.2 hereof.

Unless otherwise defined above or elsewhere in this Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.

Section 2. Restructuring Term Sheet; Exhibits.

The Restructuring Term Sheet, its exhibits, and each of the other exhibits attached hereto are expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein.

Section 3. Definitive Documents.

3.1 Subject to Section 3.2 of this Agreement, the Restructuring and the Restructuring Transactions will be implemented pursuant to the following definitive documents and agreements (including all exhibits, schedules, supplements, appendices, annexes and attachments thereto, collectively, the “Definitive Documents”): (a) the documents governing the terms and conditions of the amendment and restatement of the loans outstanding under the Credit Agreement or new loans issued under a new credit agreement (the “Amended and Restated Credit Facility”), including, without limitation, the amended and restated Credit Agreement and the loans thereunder and any amended, restated, or otherwise modified collateral and security documents creating, evidencing or perfecting the liens on and security interests in the collateral securing the Amended

and Restated Credit Facility; (b) documents governing or related to the equitization of certain Claims outstanding under the Credit Agreement; (c) documents governing the terms and conditions of the Management / Doctor Incentive Plan; (d) documents governing the terms and conditions of the treatment of the TSG Sponsor Notes; (e) documents governing the terms and conditions of the treatment of the LCG Sponsor Notes; (f) a release agreement providing for customary mutual releases between the Parties, subject to the terms and exclusions set forth in the Restructuring Term Sheet; (g) organizational and governance documents; and (h) other documents reasonably necessary or appropriate to implement the Restructuring and the Restructuring Transactions.

3.2 Notwithstanding anything to the contrary herein, each of the Definitive Documents shall be consistent in all material respects with this Agreement and the Restructuring Term Sheet and shall otherwise be in form and substance reasonably acceptable to the TSG Sponsor, the LCG Sponsor, the Company Parties, and the Required Consenting Lenders (in each case who are party to such Definitive Document); *provided* that any Definitive Documents governing or otherwise related to the Priming Loan (as defined in the Restructuring Term Sheet) shall be consistent with the Restructuring Term Sheet and otherwise in form and substance reasonably acceptable to the Company Parties and the Consenting Lenders providing such Priming Loan.

Section 4. Commitments of the Company Parties.

Commencing on the RSA Effective Date, and for so long as the Termination Date (as defined herein) has not occurred with respect to such Company Party, each Company Party, jointly and severally, agrees to use commercially reasonable efforts to:

(a) support the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(b) no later than the Outside Date, consummate the Restructuring and Restructuring Transactions, and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(c) negotiate and consult in good faith with the TSG Sponsor, the LCG Sponsor, and Consenting Lenders (who are party to the applicable Definitive Documents) regarding the terms and conditions of the Definitive Documents, and execute and deliver in a timely manner any documents that may be required to effectuate and consummate the Restructuring and Restructuring Transactions;

(d) obtain, file, submit or register any and all required governmental, regulatory and third-party approvals that are necessary or advisable for the Restructuring and Restructuring Transactions;

(e) conduct, and cause its subsidiaries to conduct, their businesses and operations only in the ordinary course in a manner that is consistent with past practices and in compliance with Law, and use commercially reasonable efforts to preserve intact their business organization and relationships with third parties and employees;

(f) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring or Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(g) subject to the fiduciary obligations of each Company Party and its respective board of directors, board of managers, or similar governing body, take no action that is inconsistent in any material respect with, or that is intended or reasonably likely to interfere with, or otherwise delay or impede, in any material respect the Restructuring or Restructuring Transactions, this Agreement, the Restructuring Term Sheet or any of the Definitive Documents;

(h) comply with any and all obligations of the Company required during the Forbearance Period (as defined in that certain *Forbearance and Amendment No. 4 to Credit and Security Agreement*, dated as of October 2, 2023 (after giving effect to that certain *Amendment No. 9 to Credit and Security Agreement*, dated December 1, 2023) (as amended, restated, supplemented, or otherwise modified from time to time, the “Forbearance”)), as if such Forbearance Period was in effect; and

(i) no later than the Outside Date, HoldCo shall appoint a chief restructuring officer with an identity and scope of engagement, in each case acceptable to the Required Consenting Lenders and the Company.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring or any Restructuring Transaction to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this paragraph shall not be deemed to constitute a breach of this Agreement.

Section 5. Commitments of the Consenting Lenders.

Commencing on the RSA Effective Date, and for so long as the Termination Date has not occurred with respect to such Consenting Lender, each Consenting Lender, severally and not jointly, (1) hereby commits to provide the applicable percentage set forth on its signature page hereto of the commitments under the Priming Loan (as defined in the Restructuring Term Sheet), on and as of the Restructuring Effective Date, and (2) agrees to use commercially reasonable efforts to:

(a) support the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(b) no later than the Outside Date, consummate the Restructuring and Restructuring Transactions, and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(c) negotiate and consult in good faith with the Company Parties, the TSG Sponsor, the LCG Sponsor, and the other Consenting Lenders (who are party to the applicable Definitive

Documents) regarding the terms and conditions of the Definitive Documents, and execute and deliver in a timely manner any documents that may be required to effectuate and consummate the Restructuring and Restructuring Transactions;

(d) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring or Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(e) take no action that is inconsistent in any material respect with, or that is intended or reasonably likely to interfere with, or otherwise delay or impede, in any material respect the Restructuring or Restructuring Transactions, this Agreement, the Restructuring Term Sheet or any of the Definitive Documents;

(f) in the case of each Consenting Lender, give any notice, order, instruction, or direction to the Agent necessary to implement and give effect to the Restructuring and Restructuring Transactions;

(g) not exercise, or direct any other Person to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against the Company; and

(h) in the case of each Consenting Lender, obtain additional support for the Restructuring and Restructuring Transactions from Lenders that are not Consenting Lenders.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Consenting Lender, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring or any Restructuring Transaction to the extent taking or failing to take such action would be inconsistent with applicable Law, and any such action or inaction pursuant to this paragraph shall not be deemed to constitute a breach of this Agreement.

Section 6. Commitments of the TSG Sponsor and the LCG Sponsor.

6.1 Commitments of the TSG Sponsor. Commencing on the RSA Effective Date, and for so long as the Termination Date (as defined herein) has not occurred with respect to the TSG Sponsor, the TSG Sponsor agrees to use commercially reasonable efforts to:

(a) support the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(b) no later than the Outside Date, consummate the Restructuring and Restructuring Transactions, and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(c) negotiate and consult in good faith with the Company Parties, the LCG Sponsor, and the Consenting Lenders (who are party to the applicable Definitive Documents) regarding the terms and conditions of the Definitive Documents, and execute and deliver in a timely manner any

documents that may be required to effectuate and consummate the Restructuring and Restructuring Transactions;

(d) obtain, file, submit or register any and all required governmental, regulatory and third-party approvals that are necessary or advisable for the Restructuring and Restructuring Transactions;

(e) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring or Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(f) take no action that is inconsistent in any material respect with, or that is intended or reasonably likely to interfere with, or otherwise delay or impede, in any material respect the Restructuring or Restructuring Transactions, this Agreement, the Restructuring Term Sheet or any of the Definitive Documents; provided that nothing in the foregoing shall prohibit or impair any claims or causes of action the TSG Sponsor may have, or the TSG Sponsor's ability to pursue any such claims or causes of action, against any Person or entity that are not being explicitly released in connection with the Restructuring and/or Restructuring Transactions.

6.2 Commitments of the LCG Sponsor. Commencing on the RSA Effective Date, and for so long as the Termination Date (as defined herein) has not occurred with respect to the LCG Sponsor, the LCG Sponsor agrees to use commercially reasonable efforts to:

(a) support the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(b) no later than the Outside Date, consummate the Restructuring and Restructuring Transactions, and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring and Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(c) negotiate and consult in good faith with the Company Parties, the TSG Sponsor, and the Consenting Lenders (who are party to the applicable Definitive Documents) regarding the terms and conditions of the Definitive Documents, and execute and deliver in a timely manner any documents that may be required to effectuate and consummate the Restructuring and Restructuring Transactions;

(d) obtain, file, submit or register any and all required governmental, regulatory and third-party approvals that are necessary or advisable for the Restructuring and Restructuring Transactions;

(e) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring or Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(f) take no action that is inconsistent in any material respect with, or that is intended or reasonably likely to interfere with, or otherwise delay or impede, in any material respect the

Restructuring or Restructuring Transactions, this Agreement, the Restructuring Term Sheet or any of the Definitive Documents.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the TSG Sponsor or the LCG Sponsor, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring or any Restructuring Transaction to the extent taking or failing to take such action would be inconsistent with applicable Law, and any such action or inaction pursuant to this paragraph shall not be deemed to constitute a breach of this Agreement.

Section 7. Representations and Warranties.

7.1 Mutual Representations and Warranties. Each of the Parties represents and warrants on a several (but not joint) basis to each other Party that the following are true, correct and complete as of the RSA Effective Date (or as of the date a Consenting Lender becomes a Party to this Agreement by executing and delivering a Joinder Agreement (as defined herein)):

(a) *Organization; Authority.* Such Party, if an entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, formation or incorporation (as applicable). Such Party has all requisite corporate, partnership, limited liability company or similar power and authority to execute and deliver this Agreement and perform its obligations under this Agreement, and the execution and delivery of this Agreement by such Party and the performance of such Party's obligations under this Agreement have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part.

(b) *Binding Obligation.* This Agreement constitutes the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of any court of competent jurisdiction.

(c) *No Restrictions.* The execution, delivery and performance by such Party of this Agreement does not, and will not (i) violate any provision of Law applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, (ii) other than in connection with implementing the Restructuring, conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party, or (iii) other than in connection with implementing the Restructuring, require any registration or filing with, consent or approval of, or notice to, or other action of, with or by, any federal, state or other governmental authority or regulatory body.

(d) *No Litigation.* No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

7.2 Representations and Warranties of Consenting Lenders.

(a) *Ownership; Control.* Such Consenting Lender (i) either (A) is the sole legal and beneficial owner of the principal amount of Claims set forth on its signature page hereto and all related claims, rights, and causes of action arising out of or in connection with or otherwise relating thereto (for each such Consenting Lender, the “Consenting Lender Claims”), in each case free and clear of all claims, liens, encumbrances, charges, equity options, proxy, voting restrictions, rights of first refusal or other limitations on disposition of any kind, or (B) has sole investment or voting discretion with respect to such Consenting Lender Claims; (ii) is entitled (for its own accounts or for the accounts of such other owners) to all of the rights and economic benefits of such Consenting Lender Claims; (iii) does not directly or indirectly own or control any principal amount of Loans or other Claims other than the Consenting Lender Claims set forth on its signature page hereto; and (iv) has full and sole power and authority to vote on and consent to matters concerning such Consenting Lender Claims with respect to the Restructuring or Restructuring Transactions, including the power and authority to deliver this Agreement and to perform its obligations hereunder.

(b) *No Transfers.* Such Consenting Lender has made no prior assignment, sale, grant, pledge, conveyance, or other transfer of, and has not entered into any agreement to assign, sell, grant, pledge, convey or otherwise transfer, in whole or in part, any portion of its right, title, or interests in its Consenting Lender Claims or its voting rights with respect thereto that conflicts with the representations and warranties of such Consenting Lender herein or would render such Consenting Lender otherwise unable to comply with this Agreement and perform its obligations hereunder.

Section 8. Transfer of Loans.

(a) Each Consenting Lender agrees that, from the RSA Effective Date until the Termination Date with respect to such Consenting Lender, it shall not, directly or indirectly, sell, assign, loan, issue, pledge, hypothecate, convey or otherwise transfer or dispose of or grant, issue, or sell any option, right to acquire, voting, participation, or other interest in (each, a “Transfer”) any of its Loans (as such term is used in the Credit Agreement, the “Loans”), and any purported Transfer of such Loans shall be null and void and without effect, unless the transferee thereof (the “Transferee”) either (i) is a Consenting Lender at the time of such Transfer, or (ii) prior to or concurrently with the effectiveness of such Transfer, agrees in writing, for the benefit of the Parties, to become a Consenting Lender hereunder and to be bound by all of the terms of this Agreement applicable to a Consenting Lender (including with respect to any and all Loans it already may own or control prior to such Transfer) by executing and delivering a joinder agreement, the form of which is attached hereto as **Exhibit 2** (a “Joinder Agreement”), and delivering an executed copy thereof to counsel to each of the Company and the Lenders, in accordance with Section 31 hereof, in which event (x) the Transferee shall be deemed to be a Consenting Lender hereunder and (y) the transferor Consenting Lender shall be deemed to relinquish its rights, and be released from its obligations, under this Agreement to the extent of such transferred Loans, as applicable, and the transferor shall have no liability arising from or related to the failure of the Transferee to comply with the terms and conditions of this Agreement. Any Transfer that does not comply with the foregoing shall be deemed void *ab initio* and each Party hereto shall have the right to enforce the voiding of such Transfer.

(b) This Agreement shall in no way be construed to preclude the Consenting Lenders from acquiring additional Loans, as applicable, and each Consenting Lender agrees that if any Consenting Lender acquires additional Loans, as applicable, then such Loans shall be subject to this Agreement.

Section 9. Termination.

9.1 Consenting Lender and Agent Termination Events. Any Consenting Lender and the Agent may terminate this Agreement as to itself upon written notice to the other Parties, delivered in accordance with Section 31 hereof, at any time after the occurrence of any of the following events; provided that this Agreement shall terminate automatically upon the occurrence of the events set forth in clauses 9.1(f) through 9.1(h) below (each of the following, a “Consenting Lender Termination Event”):

(a) the Restructuring Effective Date shall not have occurred on or before the Outside Date;

(b) the material breach by any of the Company Parties, the TSG Sponsor, or the LCG Sponsor of any of their undertakings, obligations, representations, warranties or covenants set forth in this Agreement or the Definitive Documents that remains uncured for five (5) Business Days after the receipt by the breaching Party of written notice of such breach delivered in accordance herewith;

(c) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final, non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring or Restructuring Transactions; provided that this termination right may not be exercised by a Consenting Lender or the Agent if such Consenting Lender or Agent sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the Consenting Lender determines, after consulting with counsel, that proceeding with the Restructuring and/or Restructuring Transactions would be inconsistent with applicable Law;

(e) the occurrence of a Default or an Event of Default under the Credit Agreement other than (i) the Specified Defaults (as defined in the Forbearance), or (ii) a Default or Event of Default on account of any nonpayment of principal or interest under the Credit Agreement between the RSA Effective Date and the Outside Date, in each case of (i) and (ii), to the extent such Default or Event of Default that has not been cured or waived by Required Lenders or that does not become the subject of a forbearance agreement between the Company, the Agent, and Required Lenders;

(f) without the prior written consent of the Required Consenting Lenders, any Company Party (i) commences a voluntary case under the Bankruptcy Code; (ii) consents to the appointment of, or taking possession by, a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of any Company Party or the property or assets of any Company Party; or (iii) makes any general assignment for the benefit of its creditors;

(g) the commencement of an involuntary bankruptcy case against any Company Party under the Bankruptcy Code, if such involuntary case is not dismissed within sixty (60) calendar days after the filing thereof, or if a court order grants the relief sought in such involuntary proceeding; or

(h) any Company Party publicly announces its intention to no longer pursue the Restructuring or the Restructuring Transactions, provided that such support or announcement is not revoked or withdrawn within one (1) Business Day of the announcement of such support.

9.2 TSG Sponsor Termination Events. The TSG Sponsor may terminate this Agreement as to itself upon written notice to the other Parties, delivered in accordance with Section 31 hereof, at any time after the occurrence of any of the following events (each of the following, a “TSG Sponsor Termination Event”):

(a) the Restructuring Effective Date shall not have occurred on or before the Outside Date;

(b) the material breach by any of the Company Parties, the LCG Sponsor, the Agent, or the Consenting Lenders of any of their respective undertakings, obligations, representations, warranties or covenants set forth in this Agreement or the Definitive Documents that remains uncured for five (5) Business Days after the receipt by the breaching Party of written notice of such breach delivered in accordance herewith; provided, however, that if there is a material breach by a Consenting Lender that would allow for termination hereunder, but the non-breaching Consenting Lenders collectively hold not less than 66.67% of the aggregate principal amount of all Loans outstanding, then this Agreement shall be terminated solely with respect to such breaching Consenting Lender but shall otherwise remain in full force and effect and binding upon the other Parties to this Agreement;

(c) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final, non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring or Restructuring Transactions in a manner that cannot be reasonably remedied in a timely manner by the Company; provided that this termination right may not be exercised by the TSG Sponsor if it sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the TSG Sponsor determines, after consulting with counsel, that proceeding with the Restructuring and/or Restructuring Transactions would be inconsistent with applicable Law or would impair or otherwise jeopardize any claims or causes of action the TSG Sponsor might have against any Person or entity that are not being explicitly released in connection with the Restructuring and/or Restructuring Transactions; or

(e) the Consenting Lenders no longer collectively hold at least 66.67% of the aggregate principal amount of all Loans outstanding.

9.3 LCG Sponsor Termination Events. The LCG Sponsor may terminate this Agreement as to itself upon written notice to the other Parties, delivered in accordance with Section 31 hereof, at any time after the occurrence of any of the following events (each of the following, a “LCG Sponsor Termination Event”):

(a) the Restructuring Effective Date shall not have occurred on or before the Outside Date;

(b) the material breach by any of the Company Parties, the Agent, or the Consenting Lenders of any of their respective undertakings, obligations, representations, warranties or covenants set forth in this Agreement or the Definitive Documents, that remains uncured for five (5) Business Days after the receipt by the breaching Party of written notice of such breach delivered in accordance herewith; provided, however, that if there is a material breach by a Consenting Lender that would allow for termination hereunder, but the non-breaching Consenting Lenders collectively hold not less than 66.67% of the aggregate principal amount of all Loans outstanding, then this Agreement shall be terminated solely with respect to such breaching Consenting Lender but shall otherwise remain in full force and effect and binding upon the other Parties to this Agreement;

(c) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final, non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring or Restructuring Transactions in a manner that cannot be reasonably remedied in a timely manner by the Company; provided that this termination right may not be exercised by the LCG Sponsor if it sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the LCG Sponsor determines, after consulting with counsel, that proceeding with the Restructuring and/or Restructuring Transactions would be inconsistent with applicable Law; or

(e) the Consenting Lenders no longer collectively hold at least 66.67% of the aggregate principal amount of all Loans outstanding.

9.4 Company Termination Events. The Company Parties may terminate this Agreement upon written notice to the other Parties, delivered in accordance with Section 31 hereof, at any time after the occurrence of any of the following events (each, a “Company Termination Event” and together with any Consenting Lender Termination Event, TSG Sponsor Termination Event, and LCG Sponsor Termination Event, a “Termination Event”):

(a) the Effective Date shall not have occurred on or before the Outside Date;

(b) the material breach by any of the TSG Sponsor, the LCG Sponsor, the Agent, or the Consenting Lenders of any of their respective undertakings, obligations, representations, warranties or covenants set forth in this Agreement or the Definitive Documents, that remains uncured for five (5) Business Days after the receipt by the breaching Party of written notice of such breach delivered in accordance herewith; provided, however, that if there is a material breach by a Consenting Lender that would allow for termination hereunder, but the non-breaching Consenting Lenders collectively hold not less than 66.67% of the aggregate principal amount of all Loans outstanding, then this Agreement shall be terminated solely with respect to such breaching Consenting Lender but shall otherwise remain in full force and effect and binding upon the other Parties to this Agreement;

(c) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final, non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring or Restructuring Transactions in a manner that cannot be reasonably remedied in a timely manner by the Company Parties; provided that this termination right may not be exercised by the Company Parties if they sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, that proceeding with the Restructuring and/or Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law;

(e) the Consenting Lenders no longer collectively hold at least 66.67% of the aggregate principal amount of all Loans outstanding; or

(f) the Company's tax analysis shall have reasonably concluded that consummation of the Restructuring will result in a material amount of tax liabilities to be incurred by the dentists and the Priming Loan shall not have been increased in an amount necessary to address such tax liabilities.

9.5 Automatic Termination Upon Consummation of Restructuring. This Agreement shall terminate automatically without any further action or notice upon the consummation of the Restructuring.

9.6 Mutual Termination. This Agreement may be terminated at any time by the mutual written agreement of the Parties hereto.

9.7 Effect of Termination.

(a) The date on which termination of this Agreement is effective in accordance with this Section 9 shall be referred to as the "Termination Date," and the provisions of this Agreement and the Restructuring Term Sheet as to such Party shall terminate on the Termination Date, except as otherwise provided in Section 16 hereof. If any of the (i) Company Parties or (ii) Consenting Lenders without which the non-terminating Consenting Lenders would no longer collectively hold at least 66.67% of the aggregate principal amount of all Loans outstanding terminates this Agreement, then this Agreement shall terminate in its entirety, except as otherwise provided in Section 9.7 or Section 16 hereof. If any Consenting Lender terminates this Agreement as to itself as set forth in Section 9.1 hereof, this Agreement shall not terminate as to any other Party if the remaining Consenting Lenders would collectively hold at least 66.67% of the aggregate principal amount of all Loans outstanding.

(b) Upon the Termination Date as to a Party, except as otherwise provided herein (including Section 16 hereof) or the Restructuring Term Sheet, (i) this Agreement shall forthwith become void and of no further force or effect with respect to such Party, (ii) such Party shall be immediately released from its commitments, obligations, undertakings and agreements under or related to this Agreement and have no further rights, benefits or privileges hereunder, (iii) there shall be no liability or obligation on the part of such Party under this Agreement, and (iv) such Party shall have all the rights and remedies that it would have had and shall be entitled to take all

actions that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law or the Credit Agreement and related loan documents, whether with respect to the Restructuring or otherwise, and no such rights or remedies shall be deemed waived pursuant to a claim of laches, estoppel or otherwise; provided, that in no event shall any such termination relieve a Party from (A) any liability for its breach or non-performance of its obligations hereunder prior to the Termination Date with respect to such Party and (B) obligations under this Agreement which by their terms expressly survive termination of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, in no event shall any Party be entitled to terminate this Agreement if such Party is in material breach hereof or if such Party's failure to perform or comply with this Agreement directly or indirectly caused or resulted in the occurrence of one or more Termination Events described herein; provided, that nothing in this Section 9.7(c) shall restrict the Parties' rights to terminate this Agreement in accordance with Sections 9.1(d), 9.2(d), 9.3(d), or 9.4(d) hereof.

(d) Notwithstanding anything to the contrary herein, any Termination Event may be waived in accordance with the procedures established by Section 17 hereof, in which case the Termination Event so waived shall be deemed not to have occurred, this Agreement shall be deemed to continue in full force and effect, and the rights and obligations of the Parties shall be restored, subject to any modification set forth in such waiver.

Section 10. Effectiveness.

This Agreement shall become effective and binding upon each Party upon the RSA Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement: (a) the Company shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties to this Agreement; (b) the TSG Sponsor shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties to this Agreement; (c) the LCG Sponsor shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties to this Agreement; (d) Consenting Lenders holding not less than 66.67% of the aggregate amount of the outstanding Lender Claims shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties to this Agreement; (e) the Company shall have appointed to the board of HoldCo a new independent director acceptable to the Company and the Required Lenders and shall have vested such director with the power and authority to facilitate an orderly transition of the Company's business (it being understood that John Randazzo is acceptable to the Company and the Required Lenders), *provided*, that nothing herein shall require the Company or HoldCo to modify or otherwise reduce the rights, authority, and powers that the HoldCo board of managers have exclusively delegated and vested in that certain Special Committee comprised of the independent and disinterested manager Patrick Bartels; (f) the requirement to appoint a Chief Restructuring Officer as set forth in Section 8.23 of the Credit Agreement shall have been waived by the Required Lenders (and superseded by any related requirements herein); and (g) the Consenting Lenders (in the aggregate) shall have committed to provide 100% of the commitments under the Priming Loan (as defined in the Restructuring Term Sheet) (such date, the "RSA Effective Date"); provided, however, that signature pages executed by Consenting Lenders shall be delivered to (i) other Consenting Lenders in a redacted form that

removes the details of such Consenting Lenders' holdings and (ii) the Company Parties, the advisors to the Company Parties, advisors to the TSG Sponsor, advisors to the LCG Sponsor, and the advisors to the Consenting Lenders (in the case of signature pages of Consenting Lenders) in an unredacted form; provided, that the Company Parties, the advisors to the Company Parties, advisors to the TSG Sponsor, advisors to the LCG Sponsor, and the advisors to the Consenting Lenders shall not disclose the unredacted signature pages publicly or to anyone, including any Consenting Lender.

Section 11. Transaction Expenses.

(a) Whether or not the Restructuring Transactions are consummated and, in each case, unless otherwise ordered by a court of competent jurisdiction, subject to the terms of the applicable engagement letter, the Company hereby agrees to pay in cash the Transaction Expenses (as defined herein) as follows: (i) to the extent such Transaction Expenses are timely provided on the RSA Effective Date, all accrued and unpaid Transaction Expenses incurred up to (and including) the RSA Effective Date shall be paid on the RSA Effective Date, (ii) upon termination of this Agreement, all accrued and unpaid Transaction Expenses incurred up to (and including) the date of such termination shall be paid promptly (but in any event within five (5) Business Days) against receipt of reasonably detailed invoices (which may be redacted for privilege), and (iii) on the date of consummation of the Restructuring, all accrued and unpaid Transaction Expenses incurred up to (and including) such date shall be paid on such date against receipt of reasonably detailed invoices (which may be redacted for privilege). As used in this Agreement, "Transaction Expenses" means all reasonable and documented fees, costs and expenses of (a) the Agent, including, the reasonable, documented fees, charges and expenses of any counsel or professional advisors retained by the Agent, including, without limitation, Latham & Watkins LLP, as counsel to the Agent, and FTI Consulting, as financial advisor to the Agent and (b) advisors to the Company, including (i) Piper Sandler & Co., (ii) Alvarez & Marsal North America, LLC, (iii) C Street Advisory Group, LLC, and (iv) Ropes & Gray LLP in each case in connection with the evaluation, negotiation and consummation of the Restructuring, including this Agreement, the Restructuring Term Sheet, any of the Definitive Documents and the Restructuring Transactions.

Section 12. Specific Performance.

It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief, including reasonable attorneys' fees, costs and expenses, as a remedy of any such breach without the necessity of proving the inadequacy of money damages as a remedy, in addition to any other remedy to which such non-breaching Party may be entitled at law or in equity; provided, however, that each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

Section 13. Relationship Among Parties.

Notwithstanding anything herein to the contrary, the duties and obligations of the Consenting Lenders under this Agreement shall be several, not joint. It is understood and agreed that no Party has any duty of trust or confidence in any kind or form with any Party, and, except as expressly provided in this Agreement, there are no commitments among or between them.

Section 14. Entire Agreement; Prior Negotiations.

This Agreement, including the Restructuring Term Sheet and the exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements (oral or written), negotiations, and documents between and among the Parties (and their respective advisors) with respect to the subject matter hereof and thereof, except for any confidentiality agreements heretofore executed between or among any of the Parties, which shall continue in full force and effect subject to the terms thereof.

Section 15. Conflicts.

To the extent this Agreement is silent as to a particular matter set forth in the Restructuring Term Sheet, such matter shall be governed by the terms and conditions set forth in the Restructuring Term Sheet. In the event of any conflict among the terms and provisions of (i) the Restructuring Term Sheet and (ii) this Agreement, the terms and conditions of the Restructuring Term Sheet shall control. Notwithstanding the foregoing, nothing contained in this Section 15 shall affect, in any way, the requirements set forth herein for the amendment of this Agreement.

Section 16. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 9 hereof, the acknowledgements, agreements and obligations of the Parties in Section 10 hereof (to the extent provided therein), and Section 11 through Section 32 hereof, and the proviso in 9.7(b) hereof, shall survive such termination and shall continue in full force and effect in accordance with the terms hereof;

Section 17. Amendments and Waivers.

This Agreement (including the Restructuring Term Sheet and the other exhibits attached thereto) may not be modified, amended, supplemented or waived without the prior written consent of the TSG Sponsor, the LCG Sponsor, the Company Parties, and the Required Consenting Lenders; provided, however, that (a) any modification of, or amendment or supplement to, this Section 17 or the definition of “Outside Date” herein shall require the written consent of all of the Parties, and (b) if any such amendment, supplement, modification or waiver would adversely affect any of the rights or obligations (as applicable) of any Consenting Lender set forth in this Agreement in a manner that is different or disproportionate, in each case in any material respect, from the effect on the rights or obligations (as applicable) of any other similarly situated Consenting Lender set forth in this Agreement (other than in proportion to the amount of Loans held by such Consenting Lender), such amendment, modification, waiver or supplement shall also require the written consent of such affected Consenting Lender (it being understood that in determining whether consent of any Consenting Lender is required pursuant to this clause (b), no personal circumstances of such Consenting Lender shall be considered). No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver be deemed a continuing waiver (unless such waiver expressly provides otherwise).

Section 18. Independent Analysis.

Each Party hereby confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate.

Section 19. GOVERNING LAW.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 20. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES (A) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN AND (B) TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO HEREIN, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Section 21. Consent to Jurisdiction.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURT OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF, (ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME, (iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY, AS THE CASE MAY BE AT ITS ADDRESS SET FORTH IN Section 31 OF THIS AGREEMENT, AND (iv) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

Section 22. Third-Party Beneficiary.

The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and no third-party beneficiary rights are conferred upon any other Person hereunder.

Section 23. Successors and Assigns; Severability.

This Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective successors, permitted assigns, heirs, executors, administrators and representatives. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in a reasonably acceptable manner, such that the Restructuring and the Restructuring Transactions are consummated as originally contemplated to the greatest extent possible.

Section 24. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement and executed counterparty signature pages hereto may be delivered by electronic mail (in “.pdf” or “.tif” format), facsimile or other electronic imaging means, which shall be deemed to be an original for the purposes of this Agreement.

Section 25. Headings.

The section headings, paragraphs and subsections of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement and shall not affect the interpretation of this Agreement.

Section 26. No Waiver of Participation and Preservation of Rights.

Except as provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies and interests, including, but not limited to, its claims against any other Party and any liens or security interests it may have in any assets of the Company. Without limiting the foregoing sentence in any way, if this Agreement is terminated in accordance with its terms for any reason (other than consummation of the Restructuring), the Parties each fully and expressly reserve any and all of their respective rights, remedies, claims, defenses and interests, subject to Section 9 and Section 12 hereof in the case of any claim for breach of this Agreement arising prior to termination.

Section 27. Consideration.

The Parties hereby acknowledge that no consideration, other than that specifically described herein and in the Restructuring Term Sheet and the Definitive Documents (if and when agreed) shall be due or paid to any Person for its agreement to support and take actions to effectuate the Restructuring or the Restructuring Transactions in accordance with the terms and conditions of this Agreement, the Restructuring Term Sheet and the Definitive Documents.

Section 28. Representation by Counsel.

Each Party hereto acknowledges that it has been represented by counsel (or has been provided a reasonable period of time to obtain access to and advice by counsel and waived its right to do so) in connection with this Agreement, the Restructuring and the Restructuring Transactions. Accordingly, any rule of law or any legal decision that would provide any Party hereto with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

Section 29. Interpretation.

This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation of this Agreement is to be interpreted in a neutral manner. Any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion of this Agreement, shall not be effective in regard to the interpretation of this Agreement. When a reference is made in this Agreement to a section, clause, exhibit or schedule, such reference is to a section or clause of, or exhibit or schedule to, this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this Agreement as a whole, and not to any particular section or clause contained in this Agreement; and (d) the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

Section 30. Several, Not Joint, Claims.

Except as expressly provided for herein, the agreements, representations, warranties and obligations of the Parties to this Agreement are, in all respects, several and not joint.

Section 31. Notices.

All notices, requests, demands, document deliveries and other communications hereunder shall be deemed given if in writing and delivered, if sent by email, facsimile, courier or by registered or

certified mail (return receipt requested) to the following addresses, and email addresses (or at such other addresses or email addresses as shall be specified by like notice):

If to the Company, to:

Vardiman Black Holdings, LLC (d/b/a Specialty Dental Brands)

[REDACTED]
[REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

with copies to:

Ropes & Gray LLP

[REDACTED]
[REDACTED]
Attn: [REDACTED]
Email: [REDACTED]
[REDACTED]

If to a Consenting Lender or a transferee thereof, to the addresses set forth below such Consenting Lender's signature (or as directed by any transferee thereof), as the case may be, with copies to:

Latham & Watkins LLP

[REDACTED]
[REDACTED]
Attn: [REDACTED]
Email: [REDACTED]
[REDACTED]

If to the TSG Sponsor, to the address set forth below such TSG Sponsor's signature, as the case may be, with copies to:

Vinson & Elkins LLP

[REDACTED]
[REDACTED]
Attn: [REDACTED]
Email: [REDACTED]

If to the LCG Sponsor, to the address set forth below such LCG Sponsor's signature, as the case may be, with copies to:

Sidley Austin LLP

[REDACTED]
[REDACTED]

Attn: [REDACTED]

Email: [REDACTED]

Section 32. Settlement Discussions.

No Party shall have, by reason of this Agreement, a fiduciary relationship in respect of any other Party, any holder of Claims, or any other Person, and nothing in this Agreement (including the Restructuring Term Sheet and the other exhibits attached hereto), express or implied, is intended to impose, or shall be construed as imposing, upon any Party any obligations in respect of this Agreement, the Restructuring or the Restructuring Transactions except as expressly set forth herein. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Nothing herein (including the Restructuring Term Sheet and the other exhibits attached hereto) shall be construed as or be deemed to be evidence of an admission or concession of any kind on the part of any Party of any claim, fault, liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

Section 33. Confidential.

Each Party (and its professionals, agents, and other representatives) shall keep the terms of this Agreement and the Restructuring Term Sheet (including their existence) confidential; provided that the foregoing shall not restrict any Party from disclosing any the terms of this Agreement and the Restructuring Term Sheet (a) that is reasonably required to be disclosed to any of its direct or indirect equity holders or affiliates, (b) to its representatives, its and its affiliates' insurance underwriters, brokers and/or carriers (and their respective advisors) and actual or potential financing sources and investors (and then only on a need-to-know basis and subject to customary confidentiality obligations), (c) for purposes of compliance with its or its affiliates' informational or reporting obligations (and then only to the extent required for such compliance), (d) in connection with such Party's enforcement of its rights or pursuing remedies (whether in a judicial proceeding or otherwise) under this Agreement, the Restructuring Term Sheet, or the Definitive Documents, or (e) that is required by law or legal process or requested by any governmental, regulatory or self-regulatory authority (and then only to the extent required for such purposes).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

COMPANY PARTIES

SDB HOLDCO, LLC

By:  _____
Name: 
Title: 

SDB PARENT, LLC

By:  _____
Name: 
Title: 

SDB INTERMEDIATE, LLC

By:  _____
Name: 
Title: 

VARDIMAN BLACK HOLDINGS, LLC

By:  _____
Name: 
Title: 

OTHER COMPANY PARTIES

SDB ORAL SURGERY HOLDINGS, LLC, a Texas limited liability company

SDB TX ACQ HOLDCO, LLC, a Texas limited liability company

SDB SUNBELT ACQ HOLDCO, LLC, a Texas limited liability company

SDB MTN ACQ HOLDCO, LLC, a Texas limited liability company

GA KORB PARTNERS, LLC, a Texas limited liability company

GA SUWANEE OMS PARTNERS, LLC, a Texas limited liability company

TX PRK PLACE DENTAL PARTNERS, LLC, a Texas limited liability company

TX KIDS STOP PARTNERS, LLC, a Texas limited liability company

GA SUWANEE PEDS PARTNERS, LLC, a Texas limited liability company

MT BL PARTNERS, LLC, a Texas limited liability company

SDB MTN WEST PARTNERS, LLC, a Texas limited liability company

TN SPECIALTY PARTNERS, LLC, a Texas limited liability company

Name: [REDACTED]
Title: [REDACTED]

OTHER COMPANY PARTIES

SDB KNOXVILLE PARTNERS, LLC, a Texas limited liability company

MT SCHWENDEMAN PARTNERS, LLC, a Texas limited liability company

SDB BILLINGS OMS PARTNERS, LLC, a Texas limited liability company

SDB CENTRAL PARTNERS, LLC, a Texas limited liability company

SDB GA PARTNERS, LLC, a Texas limited liability company

SDB SUMMIT OMS PARTNERS, LLC, a Texas limited liability company

SDB SOUTHWEST OMS PARTNERS, LLC, a Texas limited liability company

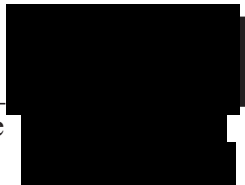
SDB EDGE PARTNERS, LLC, a Texas limited liability company

SDB OMAHA SITE LEVEL LLC, a Texas limited liability company

SDB SUPER SMILES SITE LEVEL, LLC, a Texas limited liability company

SDB H2 SITE LEVEL, LLC, a Texas limited liability company

B _____
Name
Title:



OTHER COMPANY PARTIES

SDB MEYER & DANA SITE LEVEL, LLC, a Texas limited liability company

SDB ROOS SITE LEVEL, LLC, a Texas limited liability company

SDB BRUNER SITE LEVEL, LLC, a Texas limited liability company

SDB RUSTY JONES SITE LEVEL, LLC, a Texas limited liability company

SDB CAGGIANO SITE LEVEL, LLC, a Texas limited liability company

SDB NE ACQ HOLDCO, LLC, a Texas limited liability company

SDB NE PARTNERS, LLC, a Texas limited liability company

SDB BILLINGS PEDS PARTNERS, LLC, a Texas limited liability company

SDB PARTNER AGGREGATOR, LLC, a Texas limited liability company

SDB NUSMILES SITE LEVEL, LLC, a Texas limited liability company

SDB VITAGLIANO SITE LEVEL, LLC, a Texas limited liability company

P-CAM PARTNERS, LLC, a Texas limited liability company

TX NRH 8625 D PARTNERS, LLC, a Texas limited liability company

TX HSFK D PARTNERS, LLC, a Texas limited liability company

SVB DALLAS I, LLC, a Texas limited liability company

SDB COMETTI SITE LEVEL, LLC, a Texas limited liability company

B _____
Name: _____
Title: _____

TSG SPONSOR

TSG8 SDB GROUP HOLDINGS L.P.

By: TSG8 Lower Tier GP LLC

Its: General Partner

By:

Name:

Title:

LCG SPONSOR

VB II, LLC

By: _____



Name: _____

Title: _____

AGENT:

OXFORD FINANCE LLC

By: _____
Name
Title:



LENDERS:

OXFORD FINANCE LLC

By: _
Name
Title:

[Redacted]

OXFORD FINANCE CREDIT FUND I, LP

By: Oxford Finance Advisors, LLC, its manager

By: _
Name
Title:

[Redacted]

OXFORD FINANCE CREDIT FUND II, LP

By: Oxford Finance Advisors, LLC, its manager

By: _
Name:
Title:

[Redacted]

OXFORD FINANCE CREDIT FUND III, LP

By: Oxford Finance Advisors, LLC, its manager

By: _
Name:
Title:

[Redacted]

Principal Amount of Loans Under Credit Agreement: \$ [Redacted]

Priming Loan Commitment: \$ [Redacted]

Notice Address:
Oxford Finance LLC

[Redacted]

Fax: [Redacted]
Attention: Portfolio Manager - SDB

[Redacted]

CONSENTING LENDER

CLIFFWATER CORPORATE LENDING FUND

By:

[REDACTED]

Name:

[REDACTED]

Title:

[REDACTED]

Principal Amount of Loans Under Credit Agreement: \$

[REDACTED]

Priming Loan Commitment: \$

[REDACTED]

Notice Address:

c/o Cliffwater LLC

[REDACTED]

CONSENTING LENDER

COMVEST CAPITAL ADVISORY SERVICES LLC

By: [REDACTED] _____

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: [REDACTED]

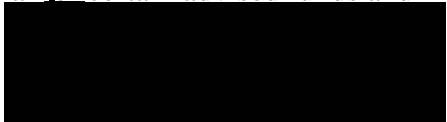
Priming Loan Commitment: [REDACTED]

Notice Address:
[REDACTED]

Fax: [REDACTED]
Attention: Specialty Dental Brands
Email: [REDACTED]

CONSENTING LENDER


GOLDMAN SACHS ASSET MANAGEMENT, L.P.,
on behalf of certain advised funds and managed accounts

By: 

Name: 

Title: 

Principal Amount of Loans Under Credit Agreement: 

Priming Loan Commitment: \$ 

Notice Address:






Attention: 

Email: 

CONSENTING LENDER

**Invesco Senior Secured Management, Inc.,
on behalf of its managed accounts and/or funds**

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

Priming Loan Commitment: [REDACTED]

Notice Address:
[REDACTED]

Attention: [REDACTED]
Email: [REDACTED]

CONSENTING LENDER

Jefferies Finance LLC

By: [REDACTED] _____

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

Priming Loan Commitment: \$ [REDACTED]

Notice Address:
[REDACTED]

Fax: [REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

CONSENTING LENDER

**MARANON SENIOR CREDIT X-LEVERED SPV,
LLC**

By: Maranon Capital, L.P., its designated manager
By: Maranon Capital Ultimate General Partner LLC, its
general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2020-1, LTD.

By: Maranon Capital, L.P., its designated Advisor under
power of attorney
By: Maranon Capital Ultimate General Partner LLC, its
general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2021-1, LTD.

By: Maranon Capital, L.P., its designated Advisor under
power of attorney
By: Maranon Capital Ultimate General Partner LLC, its
general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2021-2, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2021-3, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON SENIOR CREDIT STRATEGIES FUND XIV, L.P.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2022-1, LLC

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2023-1, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

MARANON SENIOR CREDIT IV, LLC.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

Priming Loan Commitment: [REDACTED]

Notice Address:

[REDACTED]

Fax: N/A

Attention: [REDACTED]

Email: [REDACTED]

CONSENTING LENDER

Morgan Stanley Direct Lending Fund

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

North Haven Private Income Fund LLC

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Principal Amount of Loans Under Credit Agreement: [REDACTED]

PIF Financing SPV LLC

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Principal Amount of Loans Under Credit Agreement: [REDACTED]

SL Investment Corp.

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Principal Amount of Loans Under Credit Agreement: [REDACTED]

SLIC Financing SPV LLC

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Principal Amount of Loans Under Credit Agreement: [REDACTED]

T Series Middle Market Loan Fund LLC

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Principal Amount of Loans Under Credit Agreement: [REDACTED]

Notice Address:
[REDACTED]
[REDACTED]
[REDACTED]

Fax: N/A
Attention: Specialty Dental Brands Account Manager
Email: [REDACTED]

MS Capital Partners Adviser Inc., on behalf of its advisory clients that primarily pursue credit investing strategies

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Priming Loan Commitment: \$ [REDACTED]

**CONSENTING
LENDERS:**

PINEBRIDGE PRIVATE CREDIT, L.P.

By: PineBridge Private Credit General Partner, L.P., its
general partner

By: PineBridge Private Credit General Partner, LLC, its
general partner

By: PineBridge Investments LLC, its sole member

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: [REDACTED]

Priming Loan Commitment: [REDACTED]

**PINEBRIDGE PRIVATE CREDIT HOLDINGS I,
LLC**

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

Priming Loan Commitment: \$ [REDACTED]

PINEBRIDGE PRIVATE CREDIT PARALLEL, L.P.

By: PineBridge Private Credit General Partner, L.P., its
general partner

By: PineBridge Private Credit General Partner, LLC, its
general partner

By: PineBridge Investments LLC, its sole member

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

Priming Loan Commitment: \$ [REDACTED]

PINEBRIDGE PRIVATE CREDIT II, L.P.

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL PARTNER, L.P., its general partner

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL PARTNER, LLC, its general partner

BY: PINEBRIDGE INVESTMENTS LLC, its sole member

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____

Priming Loan Commitment: _____

**PINEBRIDGE PRIVATE CREDIT II PARALLEL,
L.P.**

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL
PARTNER, L.P., its general partner

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL
PARTNER, LLC, its general partner

BY: PINEBRIDGE INVESTMENTS LLC, its sole
member

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: _____

EVEREST REINSURANCE COMPANY

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: \$ _____
Priming Loan Commitment: _____

GREAT AMERICAN INSURANCE COMPANY

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: \$ _____
Priming Loan Commitment: \$ _____

**PINEBRIDGE PRIVATE CREDIT II HOLDINGS
LEV, LLC**

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: \$ _____

**NORTH AMERICAN COMPANY FOR LIFE AND
HEALTH INSURANCE**

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: _____

**MIDLAND NATIONAL LIFE INSURANCE
COMPANY**

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: _____

**GUARANTY INCOME LIFE INSURANCE
COMPANY**

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: _____

UNITED LIFE INSURANCE COMPANY

By: PineBridge Investments LLC, its investment manager

By: _____
Name _____
Title: _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: _____

BLUE CROSS OF IDAHO HEALTH SERVICE, INC.

By: PineBridge Investments LLC, its investment manager

By: _____
Name _____
Title _____

Principal Amount of Loans Under Credit Agreement: _____
Priming Loan Commitment: _____

CONSENTING LENDER

PRINCIPAL LIFE INSURANCE COMPANY

By: Principal Global Investors, LLC, its authorized signatory

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED] – [REDACTED]

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED] – [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED]

Priming Loan Commitment: \$ [REDACTED]

Notice Address:

[REDACTED]
[REDACTED]
Attention: [REDACTED] – [REDACTED]
Email: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CONSENTING LENDER

**PRINCIPAL ALTERNATIVE CREDIT UNLEVERED
FUND, LP**

By: Principal Alternative Credit Fund GP, LLC, its
General Partner

By: Principal Global Investors, LLC, its authorized signatory

By: [REDACTED]

Name: [REDACTED]
Title: [REDACTED] – [REDACTED]

By: [REDACTED]

Name: [REDACTED]
Title: [REDACTED] – [REDACTED]

Principal Amount of Loans Under Credit Agreement: [REDACTED]

Priming Loan Commitment: [REDACTED]

Notice Address:

[REDACTED]
[REDACTED]
Attention: [REDACTED] – [REDACTED]
Email: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CONSENTING LENDER

**PRINCIPAL ALTERNATIVE CREDIT FUND
(OFFSHORE) (SPV), LLC**

By: Principal Alternative Credit Fund (Offshore), LP, its
sole member

By: Principal Alternative Credit Fund GP, LLC, its
General Partner

By: Principal Global Investors, LLC, its authorized signatory

By: [REDACTED] _____

Name: [REDACTED]
Title: [REDACTED] - [REDACTED]

By: [REDACTED] _____

Na [REDACTED]
Title: [REDACTED] - [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ [REDACTED] _____

Priming Loan Commitment*: \$ [REDACTED] _____

*Priming Loan Commitment to be provided by Principal Alternative Credit Fund (Offshore) (Corp
Blocker), LLC

Notice Address:

[REDACTED]
[REDACTED]
Attention: [REDACTED] - [REDACTED]

Email: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CONSENTING LENDER

RF Investment Partners SBIC, LP

[REDACTED]
By: RF Investment Partners

Name: [REDACTED]

Title: [REDACTED]

RF Investment Partners SBIC II, LP

[REDACTED]
By: RF Investment Partners

Name: [REDACTED]

Title: [REDACTED]

RF Co-Invest Fund I, LP

[REDACTED]
By: RF Investment Partners

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: [REDACTED]

Priming Loan Commitment: [REDACTED]

Notice Address:

[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

CONSENTING LENDER

QS CAPITAL STRATEGIES II, L.P.

By: QSCS II, L.P., its General Partner

By: QSCS Partners II, LLC, its General Partner

By: [REDACTED] _____

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: [REDACTED]

Priming Loan Commitment: [REDACTED]

Notice Address:

[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

CONSENTING LENDER

TRINITY UNIVERSAL INSURANCE COMPANY

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Principal Amount of Loans Under Credit Agreement: \$ 3,118,891.18

Priming Loan Commitment: \$ 2 [REDACTED]

EXHIBIT 1

Restructuring Term Sheet

SPECIALTY DENTAL BRANDS

Restructuring Term Sheet

This Term Sheet (which is attached to the restructuring support agreement (the “RSA”)) sets forth a summary of general terms for a proposed restructuring of the Credit Parties and the Obligations under that certain *Credit and Security Agreement* dated as of March 18, 2022 (as has been and may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among SDB HoldCo, LLC (“HoldCo”), Vardiman Black Holdings, LLC (d/b/a Specialty Dental Brands) (the “Company” and collectively with each other Person that becomes a Borrower under the Credit Agreement, the “Borrowers”), each other Person party thereto as a Guarantor, Oxford Finance LLC as agent (“Agent”), and the Lenders (the “Restructuring”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Credit Agreement.

1. Treatment of General Unsecured Claims	All trade claims and other unsecured claims and obligations shall be unimpaired and remain in full force and effect (with respect to earn-outs, as amended), except claims of the Sponsors (as defined in the RSA), which are treated as set forth below.
2. Treatment of Sponsors’ Claims and Equity	<p>All of the Sponsors’ equity interests in HoldCo (including, for the avoidance of doubt, all series and classes of preferred and/or common stock) existing immediately prior to the Closing Date shall be extinguished in exchange for the following payments and the releases described below:</p> <ul style="list-style-type: none"> i. mutual releases among: <ul style="list-style-type: none"> a. (1) the TSG Sponsor (as defined in the RSA), (2) the Company Parties (as defined in the RSA), and (3) the Agent and the Lenders, in each case of (3) solely in their capacity as such under the Credit Agreement, <i>provided</i> that the Company Parties, Agent, and Lenders shall not be releasing any other party for any willful misconduct, criminal acts, or fraud; and b. (1) the LCG Sponsor (as defined in the RSA), (2) the Company Parties, and (3) the Agent and the Lenders, in each case of (3) solely in their capacity as such under the Credit Agreement, <i>provided</i> that the Company Parties, Agent, and Lenders shall not be releasing any other party for any willful misconduct, criminal acts, or fraud; c. <i>provided</i> that: <ul style="list-style-type: none"> i. the releases set forth in sections (a) and (b) above shall include (as applicable) a release of only the following additional related parties: (1) each parties’ restructuring advisors in connection with the Restructuring and solely in their capacity as such, (2) the TSG Sponsor’s and the LCG Sponsor’s respective employees who have served

on the HoldCo board or otherwise been involved in the Company's business (respectively, the "TSG Sponsor Related Parties" and, together with the TSG Sponsor, the "TSG Parties", and the "LCG Sponsor Related Parties" and, together with the LCG Sponsor, the "LCG Parties"), (3) the independent directors on the HoldCo board, (4) the observer on the HoldCo board, and (5) the Agent's and Lenders' respective agents, employees and representatives involved directly in matters related to the Agent's and Lenders' roles as such under the Credit Agreement and solely in their capacities as such;

- ii. the releases provided to the Company Parties by the TSG Parties and the LCG Parties shall not include the release of any indemnification, contribution, reimbursement, or similar claims against the Company Parties that are held or may be held by the TSG Parties or the LCG Parties (including but not limited to any such individuals that have served or are serving as a director, officer and/or employee of any of the Company Parties or have otherwise been involved in the Company's business); provided that in the event litigation arises between the TSG Parties and the LCG Parties, (1) the TSG Parties and the LCG Parties shall be entitled to assert indemnification, contribution, reimbursement, or similar claims against the Company Parties only to the extent such claims would be covered under any applicable insurance policies, including any D&O insurance policies and (2) the TSG Parties and the LCG Parties shall agree not to assert any such claims against any of the Company Parties only to the extent such claims exceed and have fully and finally exhausted any and all available insurance coverage;
- iii. notwithstanding the other provisions in this term sheet, there shall be no release by the TSG Sponsor of the LCG Sponsor or any of the LCG Sponsor's employees, agents, advisors or representatives, or by the LCG Sponsor of the TSG Sponsor or any of the TSG Sponsor's employees, agents, advisors or representatives;
- iv. the releases to be provided by the TSG Sponsor shall be subject to the approval and consent of the relevant insurance carriers (the "R&W Carriers") under the representation and warranties insurance policies obtained by the TSG Sponsor in

	<p>connection with its investment in the Company Parties (the “<u>R&W Insurance Policies</u>”); and</p> <p>v. the Company Parties shall agree to continue to cooperate and provide access to non-privileged documents and non-privileged information as reasonably requested by the Sponsors, and the Sponsors shall each agree to reimburse the relevant Company Parties for reasonable and documented out-of-pocket expenses to the extent incurred by the Company in connection with complying with all such requests; <i>provided</i> that such expenses shall not exceed (per Sponsor) ██████ for any particular request or ██████ in the aggregate absent the express written consent of the applicable Sponsor;</p> <p>ii. in the case of the TSG Sponsor, (a) payment of reasonable and documented out-of-pocket fees and expenses of the TSG Sponsors’ advisors up to a cap of ██████ and (b) payment of ██████ travel and related expenses incurred by representatives of the TSG Sponsor in connection with on-site work and assistance provided to the Company Parties in 2023 (such payments, the “<u>TSG Sponsor Payments</u>”); and</p> <p>iii. in the case of the LCG Sponsor, (a) payment of reasonable and documented out-of-pocket fees and expenses of the LCG Sponsors’ advisors up to a cap of ██████ and (b) payment of up to ██████ of travel and related expenses incurred by representatives of the LCG Sponsor in connection with on-site work and assistance provided to the Company Parties in 2023 (such payments, the “<u>LCG Sponsor Payments</u>” and together with the TSG Sponsor Payments, the “<u>Sponsor Payments</u>”).</p> <p>All agreements between the Company Parties and the Sponsors (including their affiliates) shall terminate by mutual agreement on the Closing Date, without any payments or consideration (except for the Sponsor Payments described above) being triggered or paid thereunder, including any right to payment under the TSG Sponsor Notes or the LCG Sponsor Notes (each as defined in the RSA); <i>provided</i> that, for the avoidance of doubt, the TSG Sponsor and LCG Sponsor are not releasing any claims or causes of action against any other party except for those parties specifically identified above.</p>
<p>3. Treatment of Dentist & Management Equity Interests</p>	<p>Management and dentists will be provided with (or retain, as applicable) equity interests in [HoldCo] consistent with their current ownership percentage (which we understand to be approximately 40%), plus an additional 5% (the “<u>Dentist and Management Common</u>”). Additional equity interests in [HoldCo] shall be reserved for a new management and dentist incentive plan to be adopted by the New Board (as defined below) (the “<u>Management / Doctor Incentive Plan</u>”). The Management / Doctor Incentive Plan may also contain certain additional non-equity incentives to be determined by the New Board.</p>

	<p>Equity interests issued to management and dentists, whether the Dentist and Management Common or issued through the Management / Doctor Incentive Plan, shall have the same voting rights as the equity interests held by management and dentists prior to the Restructuring.</p> <p>In addition, a plan will be implemented to award management and dentists with non-voting [preferred equity], vesting monthly over a period of three years (the “<u>Dentist and Management Preferred</u>”), which shall be [REDACTED] in face amount, will accrue interest in kind at a rate of [REDACTED]%, and shall be pari passu with the Lender Preferred (defined below).¹</p>
<p>4. Amendments to Credit Agreement and Loan Documents</p>	<p>Priming Loan. The Credit Agreement shall be amended to provide a new-money first-lien, super-priority priming loan to be provided by the Lenders, offered to all Lenders (and/or their affiliates) on a pro rata basis (the “<u>Priming Loan</u>”) on the following terms (for such participating Lenders):²</p> <ul style="list-style-type: none"> ○ <i>Description:</i> [REDACTED] principal amount (which shall be available notwithstanding the Company’s incurrence of PIK interest) delayed draw term loan. ○ <i>Borrowings:</i> [REDACTED] of the Priming Loan may be drawn upon the closing of the Restructuring, with the remaining amount of the Priming Loan available in future draw(s) for general corporate purposes subject to satisfaction of certain agreed-upon conditions. ○ <i>Maturity Date:</i> March 2027 ○ <i>Interest:</i> Consistent with current pricing ([REDACTED]); [REDACTED]% paid cash and the remaining interest paid in kind ○ <i>Commitment/Closing Fees:</i> [REDACTED]% in cash ○ <i>Exit Fee:</i> [REDACTED]%, payable in cash upon the earlier of (i) a sale of substantially all of the Company’s assets or equity (excluding any equity held by the dentists) and (ii) two years from the date of the consummation of the Restructuring. ○ <i>Equity Fee:</i> [REDACTED] of the common equity ownership of the [HoldCo], subject to dilution from the (i) Dentist and Management Common and (ii) the Management / Doctor Incentive Plan (the “<u>Lender Common</u>”); the Lender Common may be in the form of voting or non-voting equity and may be issued to designees or proxies of such participating Lender, in each case at the reasonable request of such Lender. Each

¹ [NTD: Advisors to discuss potential alternative instruments for pref equity.]

² [NTD: Terms assume ratable participation in Priming Loan.]

³ [NTD: Subject to lender analysis and treatment of earnouts.]

	<p>participating Lender shall also be permitted to forego, upon reasonable request, rights associated with its share of the Lender Common.</p> <ul style="list-style-type: none"> ○ <i>Amortization:</i> [REDACTED] p.a. paid quarterly ○ <i>ECF Sweep/ACH:</i> [TBD] <p>Existing Loans. Revolving Loans and Term Loans under the Credit Agreement in the amount of \$ [REDACTED] shall be ratably equitized into non-voting [preferred equity]⁴ in [HoldCo] (the “<u>Lender Preferred</u>”), which shall be pari passu with the Dentist and Management Preferred, and shall accrue interest in kind at a rate of [REDACTED]. The Lender Preferred shall include customary protections for transactions of this nature. The balance of the Revolving Loans and Term Loans under the Credit Agreement shall be “termed out” (in the case of the Revolving Loans) and shall have the following terms:</p> <ul style="list-style-type: none"> ○ <i>Interest:</i> Consistent with current pricing [REDACTED] [REDACTED] paid cash and the remaining interest paid in kind ○ <i>Maturity Date:</i> March 2027 ○ <i>Amortization:</i> None <p>Other terms, including financial covenants and reporting requirements, to be agreed upon by the Company Parties and the Lenders prior to the Closing Date.</p>
<p>5. Corporate Governance</p>	<p>On the Closing Date, the board of managers of [HoldCo] (the “<u>New Board</u>”) shall be satisfactory to holders of a majority of the Lender Common. The boards of managers (or body serving a similar function) of each non-member-managed subsidiary of HoldCo shall be the same as the New Board.</p> <p>The New Board shall confer telephonically or by videoconference at least once each calendar month [and shall meet in person at least once every three months, beginning in the first calendar month following the Closing Date].</p> <p>The Operating Agreement of the [HoldCo] shall be amended in a manner acceptable to the holders of a majority of the Lender Common; provided such Operating Agreement shall contain transfer restrictions, tag-along rights, drag along rights, preemptive rights, information rights, and other customary protections for transactions of this nature.</p>
<p>6. Closing Conditions</p>	<p>The Restructuring shall be subject to customary conditions to closing, including (among other things):</p> <p>(i) the receipt by the Lenders providing the Priming Loan of any documentation required under applicable “know your customer” rules and regulations and all documentation relating to romanettes (ii) and (iii) below reasonably requested by any such Lender,</p>

⁴ [NTD: Classification TBD, but to have similar return characteristics as preferred equity.]

	<p>(ii) there shall be no material regulatory investigations or unobtained government or regulatory approvals necessary to consummate the Restructuring,</p> <p>(iii) no investigation shall have revealed any previously undisclosed material fraud,</p> <p>(iv) the release of, and covenant not to sue, the Company by the R&W Carriers, in form and substance reasonably acceptable to the Required Lenders (it being understood that such condition may be waived by the Required Lenders),</p> <p>(v) the release of any promissory notes issued by the Company to any individuals affiliated with the LCG Sponsor and any claims related thereto, <i>provided</i> that any such document(s) effecting this release shall be in form and substance reasonably acceptable to the Lenders, the Company, the LCG Sponsor, and any individuals affiliated with the LCG Sponsor affected by the release of claims related to the promissory note, and</p> <p>(vi) the receipt by the Agent of customary closing certificates, borrowing notices, legal opinions, corporate documents, and resolutions/evidence of authority.</p>
7. Closing Date	The date upon which all conditions to closing in the definitive documents has been satisfied (the “ <u>Closing Date</u> ”), which shall occur no later than the Outside Date (as defined in the RSA).
8. Cost and Expenses	The Sponsor Payments and all reasonable out-of-pocket expenses incurred by the Company, Agent and Lenders (including the fees and expenses of their respective professionals) shall be paid by the Company Parties in cash on the Closing Date.
9. Structure	The Restructuring shall be (i) consummated through an out-of-court transaction (the form of which shall be acceptable to the Company, the Required Lenders, the LCG Sponsor, and the TSG Sponsor, and which may take the form of a debt-for-equity exchange or strict foreclosure) and (ii) structured and implemented in a tax-efficient manner reasonably acceptable to the Company, the Required Lenders, the LCG Sponsor, and the TSG Sponsor.

EXHIBIT 2

Form of Joinder

The undersigned hereby acknowledges that it (i) has reviewed and understands the Restructuring Support Agreement dated as of [8], 2023 (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “Agreement”), by and among SDB HoldCo, LLC, SDB Intermediate, LLC, Vardiman Black Holdings, LLC, and their subsidiaries party thereto, the Consenting Lenders (as defined in the Agreement), TSG8 SDB Group Holdings L.P., and VB II, LLC and (ii) agrees to be bound as a Consenting Lender by the terms and conditions thereof binding on the Consenting Lenders. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement, a copy of which is attached hereto as Annex I.

The undersigned hereby makes the representations and warranties of the Consenting Lenders set forth in Sections 7.1 and 7.2 of the Agreement to each other Party, effective as of the date hereof.

This Joinder Agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 20__

CONSENTING LENDER

[•]

By: [•]

Name: [•]

Title: [•]

Principal Amount of Loans: \$_____

Notice Address:

[•]

Fax: [•]

Attention: [•]

Email: [•]