

AGREEMENT made as of August 15, 2019 in the State of New York between  
[REDACTED] A [REDACTED] IS DENTAL, P.C. maintaining an address of [REDACTED] Park South, New York, NY 10019, New York  
hereinafter referred to as Seller and [REDACTED] Y. [REDACTED] AL ASSOCIATE P.C. a New York Professional Corporation having  
an address at [REDACTED] t [REDACTED] b Street, Ground Floor, New York, New York 10021,

hereinafter referred to as the Purchaser or Buyer. WITNESSETH:

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**ARTICLE I:**

**SALE OF ASSETS:**

To the extent permitted by law, Seller agrees to sell, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase, as of the Closing, , as used in connection with the office located at [REDACTED] al [REDACTED] k South, New York, NY 10019 (the "Office" or "Practice"), assets set forth in subsections A through F below (the "Purchased Assets") free and clear of all liens, pledges, restrictions or encumbrances of any kind, nature or description, subject to the terms and conditions hereinafter set forth:

- A. Subject to the provisions of the Health Insurance Portability and Accountability Act (HIPAA), complete files and records of patients who have been in for a dental adjustment/examination/treatment within at least the past six (6) years, and mailing lists and lists of such patients as of the date of Closing as they appear on patient records as of such date;
- B. All dental instruments (but not equipment), Schik Sensor, , including all books, records, and other data owned by Seller relating to the Practice, including any information maintained by the Practice on computer or computer disc or other electronic media.
- C. Seller's telephone number & fax numbers [REDACTED] 119 [REDACTED] 1 [REDACTED] 39) for the Practice, subject to telephone-company consent, signs used in the Practice and any business names and service marks used in the practice excluding [REDACTED] 387 and cell phone and Seller's personal cell phone 917-482-4696. All of Seller's goodwill associated with the Practice.
- D. All of Seller's rights under the contracts, plans, and commitments, relating to the Practice, being assumed by Purchaser hereunder as identified on Schedule 2 attached hereto.
- E. All office supplies, Computers, computer software with applicable licenses and passwords, (excluding Seller's personal computer which may remain on the premises for as long Seller owns the condominium unit rented to Purchaser or its entity) the items identified on Schedule 1 attached hereto. Purchaser shall be responsible to secure and pay for any license or license transfer fee.

Notwithstanding anything herein contained to the contrary, the Purchased Assets do not include any (i) cash-on-hand or in financial or investment institutions and (ii) any accounts receivable or other amounts due from patients or insurance companies due to Seller as of the Closing, (iii) any plumbing HVAC , electrical or ceiling fixtures not related to the practice of dentistry or any items specifically excluded on Schedule 1-a. Notwithstanding this paragraph, Dental chairs, units, lights, autoclaves, sterilizing equipment, x-ray machines, are specifically excluded from this transaction.

**ARTICLE II:**

**PURCHASE PRICE AND METHOD OF PAYMENT:**

The Purchase Price shall be Three Hundred Sixty Thousand Dollars and No Cents (\$360,000.00), which shall be paid in