

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of September 1, 2018 (the "Signing Date") by and among [REDACTED] Medical Associates, PLLC, a New York professional services limited liability company ("Purchaser"), [REDACTED] Gastroenterology Associates, P.C., a New York professional corporation ("Seller"), and [REDACTED], M.D. ("Owner"). Purchaser, Seller, and Owner are sometimes hereinafter referred to collectively as the "Parties" or individually as a "Party".

### RECITALS

WHEREAS, Owner owns 100% of the outstanding equity interests in Seller;

WHEREAS, Seller operates a medical practice specializing in the specialty of gastroenterology (the "Practice") at [REDACTED] Broadway, New York, NY 10034 (the "Primary Office") as well as satellite locations at [REDACTED] Street, New York, NY 10033, [REDACTED] Parkway North, Bronx, NY 10469 and [REDACTED] Avenue, New York, NY 10031 (the "Satellite Offices") and together with the Primary Office, the "Premises");

WHEREAS, on March 1, 2017 (the "Effective Date"), the Parties entered into a transaction for the sale of all of Seller's rights, title to and interest in all of the assets and property of Seller that were then owned, used or held for use to conduct the Practice (the "Sale") the terms and conditions of which, together with certain related matters, were documented in that certain Operating Agreement of Purchaser, dated the Effective Date, by and among the Parties and those other individuals listed therein as parties thereto (the "Operating Agreement");

WHEREAS, the Parties agree that certain terms of the Operating Agreement did not accurately reflect the intention of the Parties at the time with respect to the transactions contemplated thereby, including with respect to the Sale; and

WHEREAS, in order to more accurately reflect the intent of the Parties and clarify certain terms of the Operating Agreement with respect to the Sale, the Parties desire to enter into this Agreement with the understanding and intent that the terms and conditions set forth herein are effective as of the Effective Date and supersede and replace in all respects the Operating Agreement, which shall have no force or effect *ab initio*.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### 1. Purchase and Sale of Assets.

1.1 Transfer of Assets. As of the Effective Date, subject to and upon the terms and conditions provided herein, and in reliance upon the representations, warranties and covenants set forth herein, Seller shall have sold, assigned, transferred, conveyed, and delivered to Purchaser, and Purchaser shall have purchased and accepted from Seller, all of Seller's rights, title and interest in and to the following assets, property, title and rights set forth below that were owned, used or held for use by Seller relating to or in connection with the Practice (the "Assets"), including, without limitation:

(a) all hard assets, furniture, fixtures, equipment, improvements, computer hardware, machinery, tools (and related repair and maintenance records) and all other tangible personal property