

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, entered into this _____, between Seller _____, a Nebraska professional corporation, and (Personal Name) _____ (jointly and severally hereinafter referred to as "Seller" and/or "Dr. XXXX" whichever reference is appropriate), ("Seller"), and South Street Dental, LLC, a Nebraska Limited Liability Company, or its nominee ("Buyer"). Dr XXXX, and Wife XXXXX are husband and wife.

RECITALS:

A. Seller owns real estate, building and improvements located at _____ . Legal Discription

B. Seller desires to sell and Buyer desires to purchase the dental practice as a going concern and the assets of the practice but not the liabilities, sometimes referred to herein as the "Dental Practice".

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. SALE OF ASSETS

Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase from Seller at the closing and on the closing date all right, title and interest in and to all of the assets, except real estate, owned and/or used by Seller in the operation of the Dental Practice, including without limitation the following assets and Dental Practice as a going concern, collectively referred to herein as the "Assets":

1.1 Equipment and Fixtures. All of the equipment, furniture and fixtures used in the Dental Practice at _____, including but not limited to the items described on Schedule 1.1 attached hereto (the "Equipment").

1.2 Good Will. Except as otherwise set forth herein, all of the Good Will and going concern of the Dental Practice, including all patient records and files, x-rays, computer and digital records, books, data, phone numbers, web page, domain name and information which are maintained by Seller at the Dental Practice to the extent the same relate to the Assets which are the subject of this Agreement or the operation of the Dental Practice (the "Good Will").

1.3 Inventory and Supplies. All pharmaceutical, dental and office inventory

and supplies which are located at the Dental Practice, _____, or which have been ordered and invoiced to Seller on or before the Closing Date as also shown on Schedule 1.1 attached hereto (“Inventory”).

1.4 Work-in-Process and Accounts Receivable. All work-in-progress and/or fees for services rendered by the Dental Practice which are owed to the Dental Practice and which have not been billed or invoiced by Seller as of the Closing date shall and at upon completion of Closing are hereby deemed be assigned to Buyer without further compensation, with or without additional documentation. Seller shall identify such customer accounts and unbilled work-in-progress amounts on Schedule 1.4, attached hereto. The parties acknowledge that the Assets being purchased include certain of Seller's accounts receivable as of the Practice Closing Date. The parties acknowledge that for purposes of this Asset Purchase Agreement, accounts receivable shall be defined as all accounts or amounts which have been billed or invoiced by Seller (including without limitation amounts for goods and/or services rendered prior to the Practice Closing Date) to patients or any third-party insurer and/or government reimbursement for services rendered either partially prorata or in full on or before the Practice Closing Date. Patient services waiting for pre-treatment determination by a third party shall not be considered an account receivable of Seller. Seller and Purchaser shall agree on the list and amount of accounts receivable being subject to this paragraph at Closing, also as shown on Schedule 1.4, attached hereto. In addition:

A. The agreed upon accounts receivable list shall list and categorize all accounts receivable being purchased and any not listed shall also be deemed as transferred to Buyer at closing. Buyer agrees to pay 85% of the agreed upon value for all agreed upon accounts receivable 60 days old and less, and 40% of the agreed upon value for all agreed upon accounts receivable more than 60 days old. The parties further agree that Buyer may bill (monthly), collect and keep all payments it receives after the Practice Closing Date for accounts receivable it has purchased herein and that Buyer's staff may put forth all reasonable efforts to collect such accounts receivable following the Practice Closing Date. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, threatened claims, costs or expense arising out of or related to Buyer's efforts to collect Seller's accounts receivable as purchased herein.

B. Except for payments for accounts receivable as provided herein all monies received from patients or others for goods or services after the Practice Closing Date shall be owned by and the property of Buyer.

C. Buyer shall have the right to use any legal method of collection

available for purchased accounts receivable. Buyer agrees to comply with all federal and state fair debt collection practice laws (if applicable).

1.5 Miscellaneous Assets. All soft and hard-copy and electronic financial records of the Dental Practice, the transfer of all computer software used for the operation of the Dental Practice (to the extent assignable and/or transferable as required by the software company owner, if applicable) and all related passwords and software keys, all managed care contracts in effect between Seller and any third party (to the extent assignable), and all other miscellaneous tangible and intangible non-cash assets of the Dental Practice that have not been specifically excluded from this sale and listed on the attached Schedule 1.1 shall be transferred to Buyer.

1.6 Excluded Assets. Seller shall retain all cash on hand and cash in banks as of the date of Closing.

1.7 Liabilities Excluded. Except for the liabilities and obligations expressly assumed by Buyer herein, the Buyer does not assume, shall not be deemed or construed by the terms or provisions of this Agreement to have assumed, and hereby expressly disclaims any intent to assume any other liabilities or obligations of any kind of Seller or the Dental Practice.

1.8 Except for the aforementioned Excluded Assets, the Assets and Seller's interest in all other items used for the operation of the Dental Practice located at 2746 South St, Lincoln, NE, on or after the Closing date shall be and are deemed conveyed to Buyer through this Agreement whether or not by Bill of Sale.

2. PURCHASE PRICE

2.1 Purchase Price. Buyer agrees to pay to Seller the sum of \$190,000.00 for the Assets referenced in paragraph 1 above.

2.2 Allocation of Purchase Price. The Purchase Price for the Assets shall be allocated as set forth below, and each party agrees that it shall treat the Purchase Price in accordance with such allocation for all purposes, including, but not limited to, federal and state income tax purposes, and shall comply with Internal Revenue Code § 1060:

All Physical Assets

Dental Equipment Furniture Fixtures Complete inventory and supplies Other \$60,000.00
Non-Complete Covenant \$10,000.00 Patients/Goodwill (including all

patient lists, records, etc.) \$120,000.00 Total \$190,000.00

3. Payment of Purchase Price.

The Purchase Price shall be paid in cash or certified funds on the Closing Date.

4. ACCOUNTS PAYABLE

4.1 Recurring Accounts. Seller shall pay for all outstanding contractual obligations, including but not limited to rents, taxes, insurance, telephone, contracted advertisements (such as yellow page ads), water, sewer and other utility charges and expenses for the Dental Practice accruing up to the Closing date, regardless of when due; Buyer shall be solely responsible for such expenses incurred on and after the Closing date.

4.2 Existing Contracts. Seller has no existing continuing contracts on any items being purchased.

4.3 Personal Property Tax. Seller will pay the personal property tax, if any, on the Assets for the period up to the Closing Date.

5. CLOSING

5.1 Closing Date and Location. The execution and delivery of the agreements, instruments, documents and consideration contemplated under this Agreement (the "CLOSING") will take place on a date mutually agreeable to both parties but no later than _____ at the offices of Attorney XXXXX. (the "CLOSING DATE").

5.2 Seller's Deliveries. At the Closing, Seller shall deliver the following to

Buyer:

a. A Warranty Bill of Sale for the Assets in the form attached hereto as

Schedule 5.2.

b. Possession of all of the Assets including Unemployment

Compensation Insurance reserve accounts, funds, and documents.

c. Executed and properly completed Form 8594 to be filed in accordance with Internal Revenue Code § 1060 regarding the allocation of the Purchase Price hereunder;

d. Releases from any lienholders related to any of the Assets.

e. Assignments or other appropriate instruments of conveyance, assigning and transferring to Buyer all of the existing contracts being assumed by Buyer under this Agreement.

- f. All documents, instruments and certificates of title reasonably required by Buyer to carry out the terms of this Agreement.
- g. A Schedule of unbilled work-in-progress and accounts receivable in the form attached hereto as Schedule 1.4.
- h. A UCC lien search dated as of the Closing date showing no liens, claims or encumbrances against the Assets or the Dental Practice.
- i. A Consent Resolution of Seller with respect to resolutions adopted by all the Members of Seller authorizing the transactions contemplated herein.

5.3 Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller:

- a. The Purchase Price in cash or certified funds.
- b. A Consent Resolution of Buyer with respect to resolutions adopted by all the Members of Buyer authorizing the transactions contemplated herein.
- c. [omitted]
- d. All other documents and instruments reasonably required by this Agreement to carry out the terms hereof.

5.4 Contingencies. The validity and enforceability of this Agreement shall be contingent upon the simultaneous closing, execution and delivery to Buyer of an acceptable real estate lease agreement for the Dental Practice site at _____ which includes a purchase right of first refusal with its owners Dr. XXXX and Wife XXXXX. The validity and enforceability of this Agreement shall also be contingent upon the Buyer's testing of the suitability of the Premises for Buyer's intended uses, which may include structural integrity of the Premises, HVAC, roof, air quality, mold, environmental, and any other testing Buyer wishes to perform prior to Closing.

5.5 Inspection of Assets. At any time mutually acceptable by the parties hereto, Buyer may inspect the Premises and all the Assets of the Dental Practice and any of the financial books of the Dental Practice on or before the Closing date. If prior to Closing date examination of the Premises or Assets reveals any legal defect to title (including any encumbrances) or any other defective condition to the Premises or any Asset being purchased herein that is not specifically noted and listed on the attached Schedules or otherwise, Buyer may declare this Agreement null and void

or provide that the Seller shall have thirty (30) calendar days after written notice from Buyer in which to negotiate an acceptable resolution to Buyer's satisfaction or correct such defect or condition and, if necessary, extend the Closing date accordingly. In the event, the Seller is unable to correct such defect within thirty (30) days, unless the parties otherwise agree, Buyer may declare this Agreement null and void.

5.6 Possession of the Dental Practice. Unless otherwise specifically set forth herein or otherwise mutually agreed, Seller shall deliver and Buyer shall assume possession of the Dental Practice on the Closing date.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that at the date hereof and on the Closing Date:

6.1 Tax Matters.

a. All federal, state, local and foreign tax returns (including, without limitation, estimated tax returns, withholding tax returns with respect to employees, and FICA and FUTA returns) required to be filed by or on behalf of Seller or for which Seller has any liability have been accurately prepared and timely filed. All taxes due for tax years or periods ending on or before the date of Closing have been paid, other than those not yet due and payable or those which are being contested on a timely basis. As of the date hereof, there is no deficiency or refund litigation or matter in controversy with respect to any taxes that might result in determinations adverse to the transactions contemplated herein. All taxes due with respect to completed and settled examinations or concluded litigation have been paid.

b. There are no claims or assessments pending against Seller for any alleged deficiency in any tax which could have a material adverse effect on the transactions contemplated herein, nor (1) audit or investigation of Seller with respect to any liability for taxes for which Seller may be liable; or (2) to the Seller's knowledge any threatened claims or assessments for taxes against Seller.

6.2 Title to Assets. Seller has good and marketable title to all of the Assets, free and clear of any mortgage, lien, pledge, charge, claim or encumbrances. Seller shall transfer all right, title and interest in and to the Assets to Buyer, without reservation or encumbrance.

6.3 Litigation. Except as disclosed to Buyer in writing:

a. Seller is not engaged in nor is it a party to nor threatened with any legal action or other proceeding or investigation before any court,

arbitrator or governmental agency, nor is Seller aware of any potential adverse claim, the outcome of which could involve the payment by Seller of any amount, or which could result in a non-monetary judgment, order or award that (singly or in the aggregate) could adversely affect the Practice, Assets or condition of Seller; and

b. There are no outstanding orders, rulings, decrees, judgments or stipulations to which Seller is a party or by which the Practice or Assets are bound or affected (1) involving any amount, or (2) which could result in a non-monetary judgment, order or award that singly or in the aggregate could materially adversely affect the Practice or the Assets.

6.4 Brokers or Finders. This Agreement and the transaction contemplated hereby have been carried on directly by Seller with Buyer without the intervention of any finder, broker or third party.

6.5 Books and Records. Seller shall present such books and records Buyer may request which are maintained in the operation of the Dental Practice to Buyer for examination and review prior to closing including, but not limited to, accounts receivable lists, patient information, balance sheets, operating statements, and tax returns, and all such books and records shall, for the periods shown, be true and correct in all material respects, accurately reflect the financial condition and operating results of Seller's Dental Practice, and be free of material omissions.

6.6 Employees. None of Seller's employees are employed pursuant to a written employment agreement or have been given any representations, either written or oral, that their employment is for a term of definite duration. Thus, all Sellers' employees are "at-will" employees who may be terminated at any time without cause. Further, Seller has no knowledge, after reasonable investigation, of any claim, demand, or cause of action that any current employee of Seller may have against Seller. Seller agrees to be responsible for the payment to all such employees of all wages and benefits due and owing to them up to the Closing Date. Seller shall pay all benefit costs for the employees including vacation and sick or any other leave days accrued prior to and up to the Closing Date. Prior to Closing, the Seller shall prepare and provide to Buyer for review a schedule and certificate, in the form substantially similar to Schedule 6.6 attached hereto, representing that Seller has fully taken care of and completed the above items. In addition, Seller will legally terminate each of its employees and contractors as of the Closing date and will withhold and pay all related employment and social security taxes, benefits, and insurance premiums accrued as of the Closing date. Buyer shall not have any responsibility or obligation to hire any such employees of the Dental Practice nor does Buyer assume any liability or responsibility for any

obligation owed to such employees whatsoever, including, without limitation, any compensation, pension, retirement, severance or other benefit of any kind or nature, and/or any employment taxes due with respect to any individuals employed in the Dental Practice prior to the Closing date and Seller hereby agrees to indemnify and hold Buyer harmless from same.

6.7 Condition of Assets. The Assets, whether owned or leased, are and as of the Closing Date will be in good and working condition unless otherwise specifically approved by Buyer in writing.

6.8 Financial Matters. All financial data, certificates, schedules, practice profiles, contracts, exhibits or other instruments and/or written information concerning the Dental Practice furnished by Seller to Buyer are materially true and correct in all material respects and are an accurate representation of the Dental Practice on the signature date and on the Closing date, and contain no obligation that is not in the ordinary course of the business of the Dental Practice. Seller specifically understands that Buyer is relying upon the accuracy of the information and documentation provided by Seller as a material factor for determining the Dental Practice value and is a material inducement for Buyer to acquire the Dental Practice.

6.9 Disclosures. Seller has disclosed to Buyer any known material information and/or changes that have occurred in the Dental Practice (including, but not limited to any past occurrence within a period of 36 months prior to the signature date and/or any litigation, disciplinary actions or threatened actions by any person or governmental agency against Seller and/or the Dental Practice, pending or otherwise) or other actions that could reasonably be expected to materially and adversely affect the desirability or economic potential of the Dental Practice or the value of the Assets prior to the Closing date.

6.10 Authority. Seller has the necessary power, authority and capacity to enter into this Agreement carry out Seller's obligations contemplated hereby, without the necessity of any act or consent of any other person or entity (except with respect to those leases and other contractual arrangements that are not assignable or transferable without the consent of the counterparty, if any, copies and/or an acceptable verified list of which shall be provided to Buyer within 10-days of Buyer's signing this Agreement), and that this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller warrants that the execution and delivery by Seller of this Agreement and the documents contemplated herein, as well as the consummation by Seller of the transactions contemplated thereby, do not and will not (i) violate the terms of any instrument, document or agreement

of which Seller is a party, or by which Seller or the property of Seller is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice, lapse of time or both) a default under any such instrument, document or agreement, or result in the creation of any lien upon any of the Assets, or (ii) violate any order, writ, injunction, decree, judgment, ruling, law, rule or regulation of any federal, state, county or foreign court or governmental authority applicable to Seller relating to the Dental Practice.

6.11 Compliance with Law. To the best of Seller's knowledge Seller has complied with all applicable local, state and federal regulations, statutes, laws, ordinances, rules, regulations, orders or directives relating to the operation of the Dental Practice.

7. INDEMNIFICATION

7.1 Buyer's Indemnification. Buyer agrees to assume all obligations pertaining to the patients of the Dental Practice being transferred to Buyer under this Agreement which arise on or after the Closing Date, including all obligations, rights and privileges pertaining to payments made, received or due to such patients, Medicare, Medicaid or insurers.

7.2 Seller's Indemnification. Seller shall indemnify, defend and hold Buyer harmless against and in respect of:

- a. Any and all losses, damages or deficiencies arising as a result of or relating in any manner to any breach of a warranty, misrepresentation or non-performance of any material provision of this Agreement by Seller;
- b. Any and all obligations, losses, damages or deficiencies resulting from any obligations, contracts or agreements to which Seller is a party where such obligations were assumed by Buyer;
- c. Any and all obligations, losses, damages or deficiencies resulting from any obligations, contracts or agreements relating to the Dental Practice to which Seller is a party where such obligation, contract, or agreement was not assumed by Buyer;
- d. The ownership of the Assets and the operation of the Dental Practice before the Closing Date, including environmental liabilities relating to the operation of the Dental Practice to the extent such liabilities exist at the Closing Date;
- e. [omitted]

f. Any and all actions, suits, proceedings, demands, assessments, judgments, costs, and expenses (including reasonable attorneys' fees) incident to any of the foregoing.

8. DENTAL PRACTICE RECORDS

8.1 Patient Records. Buyer shall retain all patient records of the Dental Practice existing at the time of Closing in accordance with laws, confidentiality requirements and Buyer's record retention practice ("Existing Records"). Only as required or allowed by law and in the event of a malpractice action or claim against Seller, Buyer will provide reasonable access to such Existing Records to Dr. XXXXX., his agents and professional liability insurer and its agents, upon written request. Seller warrants, covenants, and agrees that it, and its agents, shall comply with all statutes, regulations, ordinances, rules, court orders and agency determinations relating to the Existing Records, including but not limited to complying with the Health Insurance Portability and Accountability Act, as amended, and all implementing regulations. Seller agrees to indemnify, defend and hold harmless Buyer, its members, officers and agents, from any and all claims, damages and liabilities resulting from or arising out of Buyer granting access to the Existing Records to Seller.

8.2 Business Records. Following Closing and for a period of one (1) year after Closing, Buyer agrees to permit Seller to have reasonable access to and the right to copy the books and records containing information about the Dental Practice prior to the Closing date acquired by Buyer in connection with this transaction for purposes of preparing and filing tax returns, prosecuting or defending any claim, suit investigation or proceeding relating to any governmental entity or any third party and for tax and regulatory purposes. Before providing access to any such books and/or records, Seller must submit a written request to Buyer, which described with reasonable sufficiency the books and/or records Seller wishes to inspect and copy and the reason Seller wishes to inspect and copy such books and/or records. Seller shall reimburse Buyer the reasonable costs associated with allowing Seller access to such historical books and/records.

9. MISCELLANEOUS

9.1 Survival. All representations and warranties set forth in this Agreement, and all rights, remedies, obligations, and all covenants and agreements in this Agreement, or in any ancillary agreement and/or in each of the transactions contemplated hereby, which, by their terms contemplate performance which is to extend beyond or occur after execution and/or Closing, shall survive Closing and shall remain in effect and be enforceable as between the parties hereto in accordance with their terms.

9.2 Waivers. The waiver by or on behalf of any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. At any time prior to the Closing, Seller and Buyer may waive in writing any conditions to their respective obligations hereunder which have not been satisfied.

9.3 Expenses and Post Closing Dental Services.

(a) Except as provided elsewhere in this Agreement, whether or not the Closing occurs, each of the parties hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with this transaction, including fees and expenses of its own financial or other consultants, accountants and counsel. (b) Buyer shall provide free cleanings and basic preventative and restorative dental care service for Dr. XXXX and Wife XXXX, excluding but not limited to cosmetic care, orthodontic care, etc., as defined in Buyer's sole discretion, at no cost for the professional service component of such service for a term of 10 years to begin as of and on the Closing Date of this agreement. Buyer shall also provide basic preventative and restorative dental care service at a 50% discount for the professional service component for Dr. XXXX and Wife XXXX's current children and grandchildren on the date of Closing (not those yet to be born), excluding but not limited to cosmetic care, orthodontic care, etc., as defined in Buyer's sole discretion. The dental work performed under this paragraph 9.3(b) must be performed by one of the current dentist owners of Purchaser Dental LLC.

9.4 Entire Agreement. Except as otherwise expressly provided herein, this Agreement (including the Schedules and Exhibits hereto) contains the entire agreement between the parties with respect to this transaction and supersedes all prior arrangements or understandings with respect thereto, written or oral. This agreement may not be modified or changed except by an instrument or instruments in writing, signed by both Buyer and Seller.

9.5 Benefit. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors, administrators or other personal representatives. Nothing in this Agreement, expressed or implied, is intended to confer upon any party, other than the parties and their respective successors-in-interest, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

9.6 Notices. All notices or other communications which are required or

permitted hereunder shall be in writing and will be deemed to be sufficient if delivered personally or sent by registered or certified mail, postage prepaid, or telecopied, with confirmation of receipt (provided that a copy is simultaneously sent by regular mail) or sent by nationally recognized overnight courier, to the following persons and addresses, or to such other persons and addresses as may be designated from time to time by the receiving party:

If to Buyer: and Purchaser Dental

Address here:

If to Seller: Dr. XXXXX

Address here:

Any such notices shall be deemed to have been given as of the date so personally delivered, or faxed one (1) day after sent by overnight courier and five (5) days after mailed.

9.7 Further Assurances. After the Closing, the parties agree to execute all additional documents and take all actions reasonably needed to accomplish the purposes of this Agreement and to carry out the terms hereof.

9.8 Governing Law. This Agreement shall be interpreted under and governed by the internal laws of the State of Nebraska.

9.9 Severability. Invalidity of any provision of this Agreement shall not render invalid any of the other provisions of this Agreement. It is the intention of the parties that this Agreement shall constitute a binding and legally enforceable agreement. In the event a court of competent jurisdiction shall for any reason determine that any one or all of any combination of the restrictions and limitations placed upon and agreed to by Seller hereunder are not adequately limited as to time, scope or geographic location, or are for any other reason unenforceable, then in that event, the parties expressly authorize and do hereby jointly request the court to exercise its equitable power and to reform this Agreement to the extent and in the manner necessary and/or appropriate under the circumstances, so as to render the covenants enforceable to the maximum extent possible and thereby effectuate the intention of the parties.

9.10 Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any attempted assignment or transfer hereof

shall be in breach of this Agreement and shall be null and void and of no force or effect.

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9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

9.12 Incorporation by Reference. Each Exhibit or Schedule which is referred to herein and which is attached hereto shall be deemed to be incorporated herein and made a part hereof by such reference to the same extent and with the same effect as if the same were set forth herein in their entirety.

9.13 Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The headings and table of contents (if any) used in this Agreement are inserted for convenience and reference only and are not intended to be an integral part of or to affect the meaning or interpretation of this Agreement.

9.14 Time is of the Essence, Computation of Time. Time is of the essence with respect to every covenant, condition to be satisfied, and action to be taken hereunder, and the parties shall proceed accordingly with respect to every action necessary, proper or advisable to make effective the transaction contemplated by this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon any day which is not a business day, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding business day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed in their behalf by an officer thereunto duly authorized, on the date first above written.

Dr. XXX Dentistry, a Nebraska professional corporation, Seller By

Authorized Official

Purchaser Dental, LLC, a Nebraska Limited Liability Company, Buyer By

Authorized Official

Dr. XXXXX, D.D.S., Seller _____

Individually

Wife XXXXX, Seller _____ Individually and as

Wife of Dr. XXXX,

FORM OF SPOUSAL CONSENT

I, the spouse of Dr. XXXX, D.D.S., hereby acknowledge that I have read the foregoing Asset Purchase Agreement (the "Agreement") and know its contents. In accordance with the Agreement, I hereby agree on behalf of myself and all my successors in interest that the Agreement shall bind my community interest, if any, in all assets or any other form of ownership interest in and to the afore described Practice and any interests therein.

Dated: _____, 2017

_____ Wife XXXX, Wife Dr. XXXXX, D.D.S.

INDEX OF SCHEDULES

Schedule 1.1 Dental Equipment, Furniture, Fixtures, Inventory and Supplies

Schedule 1.4 Unbilled Work-in-Progress Accounts

Schedule 5.2 Bill of Sale

Schedule 6.6 Certification and List of Employees / Independent Contractors

SCHEDULE 1.1

**LIST DENTAL EQUIPMENT, FURNITURE, FIXTURES, INVENTORY AND
SUPPLIES INCLUDED**

LIST ANY EXCLUDED ASSETS

SCHEDULE 1.4

**LIST UNBILLED WORK-IN-PROGRESS ACCOUNTS AND ACCOUNTS
RECIEVABLE**

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SCHEDULE 5.2

WARRANTY BILL OF SALE

In consideration of the sum of \$190,000.00, Dr. X Dentistry P.C., a Nebraska professional corporation, and Dr. XXXX D.D.S., individually, and Wife XXXX individually and as wife of Dr. XXXXX (whether one or more herein after "Grantor"), hereby sells, assigns, transfers and conveys to Purchaser Dental, LLC, a Nebraska Limited Liability Company ("Grantee"), its successor-in- interest and assigns forever, the following assets:

1. All of the equipment, furniture and fixtures located at Grantor's dental practice at address _____, including but not limited to the items set forth in any Exhibit "A" or SCHEDULE 1.1 as attached hereto.

2. All of the goodwill and going concern value of Grantor's dental practice, including all patient records and files, x-rays, computer and digital books, records, data, phone numbers, Yellow Page ads, web page, domain name, and information maintained by Grantor at the dental practice.

3. All pharmaceutical, dental and office inventory and supplies located at the dental practice as of the date hereof and all Unemployment Compensation Insurance reserve accounts, funds, and documents.

Grantor covenants and agrees with Grantee that Grantor is the lawful owner of the foregoing assets; that the same are free from all encumbrance whatsoever; that Grantor has good right to sell the same; and that Grantor will warrant and defend the same against the lawful claims and demands of all persons and entities.

IN WITNESS WHEREOF, Grantor has executed this Warranty Bill of Sale as of the day of , 2017.

Dr. X Dentistry, PC, a Nebraska professional corporation, Seller, Grantor By

Authorized Official

Dr. XXXX DDS, Seller, Grantor _____

Individually

Wife XXXXX, Seller, Grantor _____ Individually

and as Wife of Dr. XXXX, D.D.S.,

FORM OF SPOUSAL CONSENT

I, the spouse of Dr. X D.D.S., hereby acknowledge that I have read the foregoing Bill of Sale (the "Agreement") and know its contents. In accordance with the Agreement, I hereby agree on behalf of myself and all my successors in interest that the Agreement shall bind my community interest, if any, in all assets or any other form of ownership interest in and to the afore described Practice and any interests therein.

Dated: _____, 2017

_____ Wife XXX, Wife of Dr. XXXX D.D.S.

Exhibit "A" (Equipment, furniture and fixtures List Located at Grantor's dental practice at address_____

SCHEDULE 6.6

**CERTIFICATION AND LIST OF EMPLOYEES / INDEPENDENT CONTRACTORS
ANTHONY TROIA FAMILY DENTISTRY, PC (as of September 1, 2017)**

The undersigned, as the current president or authorized officer of Dr. X Dentistry, PC, (“Dental Practice”) does hereby authenticate, warrant, and certify on behalf of the Dental Practice that (a) the below list of employees and independent contractors of Dental Practice is true, complete, and accurate as of the listed date, (b) no additional employees and/or independent contractors will be hired or retained between such date and the Closing date of the parties Asset Purchase Agreement, and (c) the listed employees have no employment agreements or contracts as they are all oral, (d) I have validly terminated the employment of each employee effective as of the Closing date, and (e) I have paid or made arrangements to pay all employee salaries and benefits due and owing to them, including cashing out and paying them for any accrued and unused sick, vacation or other leave which such employees had through the Closing date and hereby agree to indemnify and hold South Street Dental, LLC, harmless from same..

Name Position

Current Salary

& Benefits

Years of Service

Written Agreement? Y/N

Want to Stay? Y/N 1 2 3 4 5 6 7 8 9 10

DATED _____, 2017.

Dr X Dentistry, PC, a Nebraska professional corporation By

Dr XXX, D.D.S., President