
PUBLIC NOTICE

Bloss Memorial Healthcare District, A Public Entity • 3605 Hospital Road, • Atwater, California 95301 •
(209) 381-2000 x 7002 • fax: (209) 722-9020

Date: May 1, 2018

Phone: (209) 724-4102

Fax: (209) 722-9020

Bloss Memorial Healthcare District will hold a Special **Board of Directors** meeting on Thursday, May 3, 2018 at 2:00 pm in the Board Room at 3605 Hospital Road, Atwater, Ca 95301.

I, Fily Cale, posted a copy of the agenda of the Board of Directors of Bloss Memorial Healthcare District, said time being at least 24 hours in advance of the meeting of the Board of Directors.

BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
SPECIAL BOARD OF DIRECTORS MEETING
Board Room
3605 Hospital Road
Atwater, CA 95301
Thursday, May 3, 2018
2:00 pm

AGENDA FOR PUBLIC SESSION

I. CALL TO ORDER

II. ROLL CALL

ACTION

EXHIBIT

III. APPROVAL OF AGENDA

*

IV. PUBLIC COMMENTS

Comments can be made concerning any matter within the Board's jurisdiction; but if the matter is not on the agenda, there will be no Board discussion of the issue. Anyone wishing to address the Board on any issue, please stand and approach the microphone.

V. NEW BUSINESS

a. Approval of Purchase and Sale of Dental Surgery Centers

*

1

VI. AGENDA FOR CLOSED SESSION

Closed Session Items Pursuant to the Brown Act will be:

Section 54954.5(h) Report Involving Trade Secrets – Regarding New Services.
Estimated date of public disclosure will be in 2018.

VII. NEXT MEETING DATE

VIII. ADJOURNMENT

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Fily Cale at (209) 724-4102 or (209) 381-2000 extension 7000 for assistance so that any necessary arrangements may be made.

Any written materials relating to an agenda item to be discussed in open session of a regular meeting that is distributed within the 72 hours prior to the meeting is available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. These documents are available from the Executive Assistant in administration at 3605 Hospital Road, Atwater, California 95301.

**APPROVAL OF PURCHASE AND SALE OF
DENTAL SURGERY CENTERS**

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**APPROVAL OF PURCHASE AND SALE OF
DENTAL SURGERY CENTERS**

**CENTRAL
CALIFORNIA
DENTAL
SURGERY
CENTER**

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets ("Agreement") is made by and between Bloss Memorial Healthcare District, a California public entity ("Seller"), and Dental Surgery Centers of America, a California corporation ("Buyer"), and is dated for reference purposes on the date executed by Buyer.

RECITALS

- A. Seller operates a dental surgical clinic, as described in California Health & Safety Code Section 1204(b)(1), known as Central California Dental Surgery Center ("CCCDSC"), located at 3605 Hospital Avenue, Atwater, California 95301 ("the Premises"), which Premises are owned by Seller.
- B. Buyer wishes to acquire the assets of CCDSC, and continue operation of the business of CCDSC at the Premises.
- C. Seller wishes to sell the assets of CCDSC to Buyer, and to lease the Premises to Buyer for the operation of CCDSC.

AGREEMENT

1. PURCHASE AND SALE OF ASSETS.

Subject to the terms and conditions set forth herein, effective May 31, 2018, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases, all of Seller's right, title and interest, tangible and intangible, in the assets of CCDSC identified in Exhibit "A" hereto ("the Assets"), which Exhibit is incorporated herein by this reference.

2. PURCHASE PRICE AND PAYMENT.

Buyer shall deliver to Seller at or before execution of this Agreement the sum of Twenty-Five Thousand Dollars (\$25,000.00) as a deposit. Buyer shall deliver to Seller at Closing additional consideration totaling One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00) (the deposit together with the additional consideration is "the Purchase Price"), consisting of a down payment and promissory note:

2.1. Down Payment.

The down payment shall be in a bona fide check made payable to Seller or Seller's order in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

2.2. Promissory Note.

The promissory note in favor of Seller, and in the form of Exhibit "B" hereto, the terms of

which are incorporated herein by this reference, shall be for principal in the amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), with simple interest at Six Percent (6.0%), payable in Thirty-Six (36) monthly installments in the amount of \$8,750.00, representing interest only, the last such payment to come with a balloon payment of \$1,750,000.00. The first payment under the note shall be due thirty (30) days after Closing.

2.3. Allocation of Purchase Price.

The Purchase Price shall be allocated to the Assets as set forth in Exhibit "A" hereto. The parties each acknowledge the amount of Purchase Price allocated to the several assets represents the fair market value of the assets determined under an arm's-length transaction as of Closing. Buyer and Seller shall make any necessary reports regarding the purchase and sale of the assets in accordance with such allocation.

2.4. Lease of the Premises.

The parties agree to a lease of the Premises in the form set forth as Exhibit "C" hereto, such lease term to begin upon Closing.

2.5. Working Capital Loan.

Seller shall loan to Buyer upon Closing the sum of Two Hundred Thousand Dollars (\$200,000.00) to use as working capital, such loan to accrue simple interest at Six Percent (6.0%), and such loan together with any accrued, but unpaid, interest, to be paid in full by May 31, 2021; provided, however, that Buyer shall make at least one payment per year in the interim. This loan shall be documented by execution of a promissory note in the form of Exhibit "D" hereto.

2.6. Personal Guaranty.

Each shareholder of Buyer shall at Closing execute a personal guaranty of the promissory notes referenced in Paragraphs 2.2 and 2.5 herein, which personal guaranty shall be in the form of Exhibit "E" hereto.

2.7. Costs and Expenses.

Each party shall pay their own attorneys, accountants, and/or other advisors, for fees and/or charges in connection with the transaction(s) covered under this Agreement.

3. CLOSING.

Closing shall take place on May 31, 2018, at 8:00 a.m., at 3605 Hospital Avenue, Atwater, California 95301. Upon execution and delivery by Buyer of the instruments and documents required, Seller shall execute and deliver to Buyer a Bill of Sale for the assets specified in Exhibit "A."

4. LIABILITIES, BULK SALES LAW, SALES AND PERSONAL PROPERTY TAX.

Except as otherwise provided in this Agreement, Buyer is not assuming any of Seller's liabilities or obligations, and Seller agrees to pay and discharge all of its liabilities and obligations

promptly as due and in due course. Buyer waives compliance with the bulk sales law as provided in California Commercial Code Division 6, but retain all of its rights and defenses. Buyer agrees to pay any sales or use taxes arising from the purchase and sale of assets under this Agreement.

5. SELLER'S DUTIES, REPRESENTATIONS AND WARRANTIES.

5.1. Litigation.

There is no pending or threatened legal action which, if decided adversely to Seller, would cause a material adverse change to the ability of Seller to perform under this Agreement.

5.2. No Breach.

Consummating the transaction(s) described in this Agreement will not cause a material breach of any contract or agreement to which Seller is a party.

5.3. Approvals.

Seller has secured and provided all governing board approvals necessary to allow Seller to enter into this Agreement.

5.4. Taxation.

Seller agrees that Buyer has made no representation(s) to Seller regarding the tax consequences of entering in this Agreement.

5.5. Assets Condition.

Seller shall warrant for thirty (30) days after Closing that the Assets are merchantable, fit for their particular uses, and otherwise free from defects. Seller represents the Assets are owned exclusively by Seller, and are unencumbered by any debt, secured interests, deeds of trust, mortgages and/or contracts of sale.

5.6. Existing Relationships.

Seller does not know of any plan or intention of any of Seller's employees, material suppliers, or customers to sever relationships or existing contracts with Seller or to take any other action that would adversely affect the business of Seller. Seller has no liability, debt, or any obligation due to, or any contractual or similar relationship, with any of Seller's directors, officers, employees or consultants.

5.7. Compensation Payments.

Seller has not increased, or agreed to any increase in, any salaries or compensation paid or payable to any of its employees, agents or independent contractors.

5.8. Seller's Knowledge/Disclosure.

Seller does not know, or have reason to know, of any matter, occurrences, or other

information not disclosed to Buyer that would materially and adversely affect the assets purchased by Buyer or its conduct of the business involving such assets. No representation or warranty by Seller in this Agreement, or any documents furnished to Buyer by Seller, contains or will contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statement in these sources accurate.

5.9. Seller's Covenant of Cooperation.

Seller agrees to cooperate with Buyer, on reasonable request, to execute all documents and take all actions as necessary to perfect and implement Buyer's full ownership of the assets of Seller purchased under this Agreement.

5.10. Seller's Non-Compete Covenant.

Seller shall not, expressly or impliedly, for five (5) years from Closing, directly or indirectly, engage in or perform for, or permit Seller's name to be used in connection with, or carry on, or own any part of, any business similar to the activities, operations, and business involving the assets sold under this Agreement, as conducted by Seller as of Closing, in Fresno, Madera, Tulare, Kings, Merced, San Joaquin, Sacramento and Stanislaus Counties.

5.11. Seller Not Liable for License Transfers and/or Assignments.

Notwithstanding anything to the contrary in this Agreement, Buyer acknowledges that Seller makes no representation on the assignability or transferability of the license(s) for CCDSC, and Buyer assumes all responsibility and risk associated with such transfer(s) and assignment(s) with the licensing agency(ies).

6. BUYER'S DUTIES, REPRESENTATIONS AND WARRANTIES.

6.1. Litigation.

There is no pending or threatened legal action which, if decided adversely to Buyer, would cause a material adverse change to the ability of Buyer to perform under this Agreement.

6.2. No Breach.

Consummating the transaction(s) described in this Agreement will not cause a material breach of any contract or agreement to which Buyer is a party.

6.3. Capacity.

Buyer is a California corporation in good standing, and has legal capacity to enter into this Agreement. Buyer's officers and agents will have full authority to perform under this Agreement at Closing.

6.4. Taxation.

Buyer agrees Seller has made no representation(s) to Buyer regarding the tax consequences of entering into this Agreement.

6.5. Business Licenses and Permits.

Buyer shall obtain in Buyer's name, at Buyer's expense, all business licenses and permits as necessary for Buyer to continue the business of CCDSC.

7. ARBITRATION.

Any controversy or claim arising out of or relation to this Agreement, or its breach shall be settled by arbitration conducted in Fresno, California, as provided in §§ 1280, *et seq.*, of the California Code of Civil Procedure. The arbitrator shall be chosen by agreement between the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. If, for any reason, the parties are unable to agree to an arbitrator, then either party may petition to the American Arbitration Association for appointment of an arbitrator in accordance with American Arbitration Association rules.

8. INDEMNITY BY SELLER FOR PRE-CLOSING OBLIGATIONS.

Seller shall pay all debts incurred by Seller in Seller's operation of the business of CCDSC before Closing, and shall indemnify, defend and hold harmless Buyer from and against any and all liabilities and obligations arising from Seller's operation of the business of CCDSC prior to Closing.

9. RISK OF LOSS.

Until Closing, Seller shall bear all risk of loss, injury, damage or destruction of the Assets. If any loss, injury, damage or destruction impairs the value of such assets prior to Closing, the Buyer may either terminate this Agreement, in which case Buyer will be entitled to a full refund of any consideration paid under this Agreement, or proceed to Closing and receive an assignment of applicable insurance proceeds. Buyer shall bear all such risk of loss after Closing, to the extent such loss is not caused by Seller.

10. GENERAL PROVISIONS.

10.1. Entire Agreement.

This Agreement constitutes the whole and entire agreement of the parties regarding the subject matter of this Agreement, and replaces and supersedes all prior written and oral agreements by and among the parties.

10.2. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3. Governing Law/Severability.

This Agreement shall be construed and enforced under the laws of the State of California; provided, however, this Agreement shall not be interpreted against either party as the party preparing or causing preparation of this Agreement. If any provision of this Agreement is

determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is impossible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

10.4. Binding Effect.

This Agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. This Agreement is made solely to benefit the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

10.5. Reasonable Assurances.

The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

10.6. No Agency or Partnership.

No provision of this Agreement shall be construed to constitute Seller as an agent or partner of Buyer, or Buyer as an agent or partner of Seller.

10.7. Titles and Headings.

Any titles and headings in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

10.8. Amendments.

This Agreement may be altered, amended, or repealed only by a writing signed by the parties.

10.9. Time of the Essence.

Time is of the essence of every provision of this Agreement that specifies a time for performance.

10.10. Assignment by Buyer.

Buyer may assign no right or interest arising under this Agreement or in the Assets without the prior written consent of Seller, which consent shall not be unreasonably withheld.

10.11. Attorney's Fees.

If any dispute arises between the parties regarding any aspect of this Agreement, the prevailing party in such dispute may recover from the non-prevailing party, the prevailing party's reasonable costs in connection therewith including, without limitation, reasonable attorneys' fees, through final disposition, including final appeal.

10.12. Notices.

All notices, requests, demands, and other communications under this Agreement must be in writing, and will be considered to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to:

To Seller: Edward H. Lujano, Ph.D.
Bloss Memorial Healthcare District
3605 Hospital Avenue
Atwater, California 95301

To Buyer: David Thompson
Dental Surgery Centers of America
P.O. Box 228
Prather, California 93651

“Buyer”

“Seller”

By: _____
David Thompson
President/CEO
Dental Surgery Centers of America

By: _____
Edward H. Lujano, Ph.D.
Chief Executive Officer
Bloss Memorial Healthcare District

Dated: _____

Dated: _____

EXHIBIT "A"

LIST OF ASSETS

Intangible Assets

Includes all patient files, office files, goodwill, covenant not to compete, and any all licenses transferred. The amount of the Purchase Price allocated to the intangible assets shall be \$50,000.00.

Tangible Assets

Includes all assets included on Exhibit 1 hereto. The amount of the Purchase Price allocated to the tangible assets shall be \$1,850,000.00.

Excluded Assets

Does not include accounts receivable through May 31, 2018, and retroactive payments due from the State of California for services performed from July 1, 2017, to May 31, 2018.

Does not include two copy machines leased by Castle Family Health Centers, Inc.

OLD CGDS FROM 90 CORP SYSTEM
ALL CAPITAL ASSETS
AS OF 12/31/15

ACCT	Vendor	Description	Life	Status	Status Date	Acquisition Date	Cost	Md	Accum	Depr	Book	Yearly Expense
90.1241.0000	MAXDENT	87 Dental Camera	3	Active	Jan-04	Jan-04	\$ 3,962.89	#	\$ 3,962.89	\$	-	
90.1242.0000	PRO COMPUTER	92 Dentux Software	3	Active	Feb-04	Feb-04	\$ 1,069.82	#	\$ 1,069.82	\$	-	
90.1241.0000	MAXDENT	93 Complete Work station	3	Active	Jan-04	Jan-04	\$ 1,071.43	#	\$ 1,071.43	\$	-	
90.1242.0000	PRO COMPUTER	95 Dental Chair	5	Active	Jan-04	Jan-04	\$ 4,499.14	#	\$ 4,499.14	\$	-	
90.1241.0000	MAXDENT	96 PRINTER-BROTHER	3	Active	Oct-03	Oct-03	\$ 715.74	#	\$ 715.74	\$	-	
90.1241.0000	MAXDENT	97 X-RAY UNIT HEAD	3	Active	Oct-03	Oct-03	\$ 1,892.89	#	\$ 1,892.89	\$	-	
90.1241.0000	MAXDENT	98 CARMERA & DOCKING STATION	5	Active	Nov-03	Nov-03	\$ 7,598.66	#	\$ 7,598.66	\$	-	
90.1242.0000	MAXDENT	99 START-UP ASSETS	N/A	Active	Jun-99	Jun-99	\$ 761.44	#	\$ 761.44	\$	-	
90.1230.0000	MAXDENT	100 START-UP ASSETS	38.99335	Active	Jun-99	Jun-99	\$ 46,909.00	#	\$ 18,711.00	\$	\$28,198.00	1,204.20
90.1241.0000	MAXDENT	128 X-RAY UNIT HEAD	5	Active	Apr-04	Apr-04	\$ 1,925.14	#	\$ 1,925.14	\$	-	
90.1241.0000	MAXDENT	149 X-RAY UNIT HEAD	5	Active	May-04	May-04	\$ 2,055.08	#	\$ 2,055.08	\$	-	
90.1241.0000	PRO COMPUTER	150 MOTHERBOARD	5	Active	Jun-04	Jun-04	\$ 6,225.80	#	\$ 6,225.80	\$	-	
90.1241.0000	WARDENS OUTLET	3041 EXPANSION FURNITURE	5	Active	Jun-04	Jun-04	\$ 3,175.00	#	\$ 3,175.00	\$	-	
90.1241.0000	PRO COMPUTER	3042 Complete Work station	5	Active	Jun-04	Jun-04	\$ 2,573.96	#	\$ 2,573.96	\$	-	
90.1241.0000	SBC DATA COMM	3047 PHONE COMP SETUP	5	Active	Jul-04	Jul-04	\$ 1,749.13	#	\$ 1,749.13	\$	-	
90.1242.0000	CASTLE FAMILY	3053 LAZER PRINTER	3	Active	Sep-04	Sep-04	\$ 965.21	#	\$ 965.21	\$	-	
90.1241.0000	AADS	3057 SHELVING UNITS	5	Active	Oct-04	Oct-04	\$ 3,616.70	#	\$ 3,616.70	\$	-	
90.1241.0000	MAXDENT	3059 GENDEX ACU CAM	5	Active	Nov-04	Nov-04	\$ 3,962.89	#	\$ 3,962.89	\$	-	
90.1291.0000	MAXDENT	3064 SCANNER SYSTEM	5	Active	Jul-04	Jul-04	\$ 13,894.93	#	\$ 13,894.93	\$	-	
90.1241.0000	ARMSTRONG	3072 FULL BROSELOW/HINKLE	5	Active	Apr-05	Apr-05	\$ 1,612.66	#	\$ 1,612.66	\$	-	
90.1241.0000	DELL	3081 4 COMPUTERS	5	Active	Jun-05	Jun-05	\$ 1,162.19	#	\$ 1,162.19	\$	-	
90.1241.0000	DELL	3082 4 COMPUTERS	5	Active	Jun-05	Jun-05	\$ 1,270.27	#	\$ 1,270.27	\$	-	
90.1241.0000	CAPTURE	3084 DATACARD EMOSSER	5	Active	Jul-05	Jul-05	\$ 11,625.29	#	\$ 11,625.29	\$	-	
90.1241.0000	MAXADENT	000003084 SC MAXADENT GENDEX ACUCAM CONCEPT IV CAN	5	Active	Jan-06	Jan-06	\$ 4,066.73	#	\$ 4,066.73	\$	-	
90.1241.0000	MAXADENT	3092 IMPRENTER, ADDRESSOGRAPH	5	Active	Sep-05	Sep-05	\$ 2,632.91	#	\$ 2,632.91	\$	-	
90.1241.0000	MAXDENT	3093 DOUBLE SHELVING UNITS	5	Active	Oct-05	Oct-05	\$ 1,655.06	#	\$ 1,655.06	\$	-	
90.1241.0000	MAXDENT	3097 Dental Chair	7	Active	Nov-05	Nov-05	\$ 11,633.85	#	\$ 11,633.85	\$	-	
90.1241.0000	DELL	3098 COMPUTER SYSTEM	5	Active	Nov-05	Nov-05	\$ 1,202.18	#	\$ 1,202.18	\$	-	
90.1241.0000	ANESTHESIA PLUS ***	3099 ANESTHESIA SYSTEM ***	7	Active	Dec-05	Dec-05	\$ 13,942.50	#	\$ 13,942.50	\$	-	
90.1241.0000	MAXADENT	3107 SC SINGLE SUCTION VACUUM PUMP	5	Active	Feb-06	Feb-06	\$ 1,810.64	#	\$ 1,810.64	\$	-	
90.1241.0000	AES INCORPORATED	3112 SC ANESTHESIA SYSTEM	5	Active	Mar-06	Mar-06	\$ 7,132.63	#	\$ 7,132.63	\$	-	
90.1241.0000	ANESTHESIA PLUS, INC	3114 ANESTHESIA SYSTEM	5	Active	Apr-06	Apr-06	\$ 13,942.50	#	\$ 13,942.50	\$	-	
90.1241.0000	DATASCOPE	3122 DATASCOPE MASIMO STARTER KIT	5	Active	May-06	May-06	\$ 17,057.58	#	\$ 17,057.58	\$	-	
90.1241.0000	Valley Medical Inst	3122 Passport 2 Datascope w/CO2	5	Active	Jul-13	Jul-13	\$ 4,120.00	#	\$ 1,236.06	\$	\$ 2,883.94	824.04
90.1241.0000	MAXADENT	3123 SC XRAY SCISOR ARM	5	Active	May-06	May-06	\$ 1,390.64	#	\$ 1,390.64	\$	-	
90.1242.0000	MAXADENT	3124 SC SOTHEAST INSTRUMENTS 30K AUTO SCALER	3	Active	May-06	May-06	\$ 707.80	#	\$ 707.80	\$	-	
90.1241.0000	MAXADENT	3134 SC MCKESSON AUTO CLAVE	5	Active	Oct-06	Oct-06	\$ 4,144.85	#	\$ 4,144.85	\$	-	
90.1241.0000	MCKESSON	3144 SCENTER POWER EDGE INTEL XEON PROCESSOR	5	Active	Oct-06	Oct-06	\$ 4,462.82	#	\$ 4,462.82	\$	-	
90.1241.0000	DELL	3145 SURGICENTER GENDEX ACUCAM CAMERA ONLY	5	Active	Nov-06	Nov-06	\$ 4,070.14	#	\$ 4,070.14	\$	-	
90.1241.0000	MAXADENT	3146 SURGICENTER MOBIL XRAY SYSTEM	5	Active	Nov-06	Nov-06	\$ 5,217.04	#	\$ 5,217.04	\$	-	
90.1241.0000	HENERY SCHEIN INC.	3153 COMPRESSER	5	Active	Dec-06	Dec-06	\$ 4,933.50	#	\$ 4,933.50	\$	-	
90.1241.0000	MAXADENT	3166 Computers full working stations	5	Active	Feb-07	Feb-07	\$ 2,882.64	#	\$ 2,882.64	\$	-	
90.1241.0000	Physicians Sales & Serv	3175 Defibrator AED10 Jumpstart	5	Active	Apr-07	Apr-07	\$ 2,173.93	#	\$ 2,173.93	\$	-	
90.1241.0000	Reclass from Castle June	3178 Top Post Formed Rolled Length Casework	5	Active	Jun-07	Jun-07	\$ 5,217.07	#	\$ 5,217.07	\$	-	
90.1242.0000	Reclass from Castle Sept	3206 HP Lazer Jet	5	Active	Sep-07	Sep-07	\$ 1,153.30	#	\$ 1,153.30	\$	-	
90.1241.0000	Henry Schein	3225 Mobile X-Ray System	5	Active	Nov-07	Nov-07	\$ 5,511.41	#	\$ 5,511.41	\$	-	
90.1242.0000	Dell Commercial Credit	3226 Computer	5	Active	Dec-07	Dec-07	\$ 2,941.02	#	\$ 2,941.02	\$	-	
90.1242.0000	Patternson Dental	3246 Assisina 301 Plus w/Stater Kit	5	Active	Feb-08	Feb-08	\$ 2,017.37	#	\$ 2,017.37	\$	-	
90.1242.0000	Patternson Dental	3250 Midmar Single Light Minor Surgery	5	Active	Apr-08	Apr-08	\$ 2,161.09	#	\$ 2,161.09	\$	-	
90.1242.0000	Henry Schein	3251 Marus Dental Duo Cart Delivery System	5	Active	Feb-08	Feb-08	\$ 3,056.14	#	\$ 3,056.14	\$	-	

OLD CCDS FROM 90 CORP SYSTEM
ALL CAPITAL ASSETS
AS OF 12/31/15

ACCT	Vendor	Description	Life	Status	Status Dat	Acquistid	Cost	Inf	Accum Dep	Book	Yearly Expense
90.1242.0000	Mckesson General	3257 Defibrillator, Monophc Pemkr S	5	Active	May-08	May-08	\$ 4,995.00	#	\$ 4,995.00	\$ -	
90.1241.0000	Henry Schein	3274 Gendex Corp concept 4 camera only	5	Active	Jun-08	Jun-08	\$ 4,177.39	#	\$ 4,177.39	\$ -	
90.1242.0000	Mckesson General	3286 Monitor System, Arthythmia Non	5	Active	Aug-08	Aug-08	\$ 9,408.48	#	\$ 9,408.48	\$ -	
90.1241.0000	Dell Business Credit	3300 3 Vostro 200 Intel Pentium Dell Computers	3	Active	Oct-08	Oct-08	\$ 2,179.67	#	\$ 2,179.67	\$ -	
90.1241.0000	Siltcone Mechanics	3301 Rackform Serv R208	3	Active	Nov-08	Nov-08	\$ 3,988.00	#	\$ 3,988.00	\$ -	
90.1241.0000	Patterson Dental	3302 SC Analgamator & Illum Slime Line HPC	5	Active	Oct-08	Oct-08	\$ 5,826.65	#	\$ 5,826.65	\$ -	
90.1230.0000	Mckesson General	3303 Monitor System, Passport2 wire	5	Active	Nov-08	Nov-08	\$ 14,373.95	#	\$ 14,373.95	\$ -	
90.1241.0000	C & H Distributors	3322 SC Remolding Sinks, Backsplash Work Tbls	20	Active	Dec-08	Dec-08	\$ 3,482.09	#	\$ 1,047.60	\$ 2,444.49	174.60
90.1242.0000	Special Order Systems	3323 Phones	5	Active	Nov-08	Nov-08	\$ 6,993.32	#	\$ 6,993.32	\$ -	
90.1242.0000	Visa	3324 SC Two Oral Cameras, Computers & Camers	5	Active	Dec-08	Dec-08	\$ 6,322.51	#	\$ 6,322.51	\$ -	
90.1242.0000	Mckesson General	3351 SC OR Remodel Stretchers	5	Active	Dec-08	Dec-08	\$ 7,650.00	#	\$ 7,650.00	\$ -	
90.1241.0000	Henry Schein	3354 Air Techniq Airstar 30 Compress-Twin	5	Active	Sep-09	Sep-09	\$ 6,020.65	#	\$ 6,020.65	\$ -	
90.1242.0000	Office Depot	3393 Office Furniture -Stephanc C	5	Active	Nov-09	Nov-09	\$ 2,331.41	#	\$ 2,137.14	\$ 194.27	466.26
90.1242.0000	Tigerdirect	3396 CCDS Steph Car Office Furniture	5	Active	Apr-10	Apr-10	\$ 884.62	#	\$ 792.55	\$ 72.07	172.92
90.1242.0000	Henry Schein	3409 CCDS Digital Doc lns USB 2.0 Camera	5	Active	Feb-11	Feb-11	\$ 9,873.48	#	\$ 7,734.27	\$ 2,139.21	1,974.66
90.1242.0000	Valley Business Cent	3413 CCDS Copy Machine Sharp MX-B402	5	Active	Jul-12	Jul-12	\$ 3,111.82	#	\$ 1,504.02	\$ 1,607.80	622.36
90.1242.0000	Solid Networks	3419 Cisco Catalyst Layer 3 Switch	3	Active	Oct-12	Oct-12	\$ 4,179.53	#	\$ 3,018.59	\$ 1,160.95	1,393.17
90.1242.0000	Henry Schein	3428 CCDS 2 Digital Cameras, Dock & HS Equip	5	Active	Jan-13	Jan-13	\$ 7,019.75	#	\$ 2,690.94	\$ 4,328.81	1,403.94
90.1242.0000	Henry Schein	3428 CCDS Dex Cam HS Equip Dental High Tech	5	Active	Nov-13	Nov-13	\$ 12,992.40	#	\$ 2,598.48	\$ 10,393.92	2,598.48
90.1242.0000	Mckesson	3432 CCDS MID Mark Stealizer, Ultraclave Automat	5	Active	Mar-14	Mar-14	\$ 5,520.70	#	\$ 736.06	\$ 4,784.62	1,104.12
90.1242.0000	DeJage Landen	3433 CCDS Copiers	5	Active	Mar-14	Mar-14	\$ 7,914.60	#	\$ 1,523.55	\$ 6,391.05	1,503.76
90.1242.0000	Mckesson	3443 CCDS Blanket Warmer	5	Active	Apr-14	Apr-14	\$ 8,199.60	#	\$ 1,130.66	\$ 7,383.89	1,704.00
90.1242.0000	Mckesson	3443 CCDS Blanket Warmer	5	Active	May-14	May-14	\$ 314.95	#	\$ -	\$ -	
<p style="text-align: center;">FIXED ASSETS - CURRENT VALUE REP</p> <p style="text-align: center;">GL AMOUNT - DETAIL TRIAL BAL</p> <p style="text-align: right;">\$394,283.17</p>											
<p style="text-align: center;">VARIANCE</p> <p style="text-align: right;">\$ 0.00</p>											
<p style="text-align: center;">\$10,834.63</p>											
<p style="text-align: center;">OTHER ASSETS</p> <p style="text-align: center;">GL AMOUNT - DETAIL TRIAL BAL</p> <p style="text-align: right;">\$ 37,073.00</p>											
<p style="text-align: center;">VARIANCE</p> <p style="text-align: right;">\$0</p>											
90.1249.0000	101	ORG & CONSULT COSTS				Jun-99	37,073.00				

EXHIBIT "B"

PROMISSORY NOTE

\$1,750,000.00

Stockton, California
May 31, 2018

In the installments described below, for value received, the undersigned ("Borrower") promises to pay to Bloss Memorial Healthcare District, a California public entity ("Seller"), or its order, at Bloss Memorial Healthcare District, 3605 Hospital Avenue, Atwater, California 95301, or any other place designated in a writing submitted by Seller to Borrower, the principal sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), with interest from May 31, 2018, on unpaid principal at the rate of Six Percent (6.0%) per annum. Principal and interest shall be payable in lawful money of the United States of America, and in Thirty-Six (36) monthly installments in the amount of \$8,750.00, representing interest only, the last such payment to come with a balloon payment of \$1,750,000.00, representing principal. The first payment under the note shall be due June 30, 2018, and the remaining installments on the last day of the month. The full amount of principal and accrued interest shall be paid in full by May 31, 2021.

Whether or not suit is filed, Borrower agrees to pay all reasonable attorneys' fees, costs of collection, costs, and expenses incurred by Seller in connection with the enforcement or collection of this Note. Borrower further agrees to pay all costs of suit and the sum adjudged as attorneys' fees in any action to enforce payment of this Note or any part of it.

Borrower

Dated: May 31, 2018

Dental Surgery Centers of America,
a California corporation

By: _____
David Thompson
President/CEO

EXHIBIT "C"

LEASE

Bloss Memorial Healthcare District, a public entity, herein called "Lessor", located at 3605 Hospital Road, Suite "F", Atwater, CA 9531 and DENTAL SURGERY CENTERS OF AMERICA, a California Corporation, herein called "Lessee", located at 3605 Hospital Road, Suite "H", Atwater, CA 95301 agree as follows:

1. **LEASE OF PREMISES:** Lessor leases to Lessee, and Lessee leases from Lessor, certain real property, including specified portions of the facility thereon located at Suite H, 3605 Hospital Road, Atwater, CA 95301 (the "Premises"), more particularly described in Exhibit "A", a copy of which is attached hereto and included herein by reference. Said premises includes approximately 8,497 square feet in area.

2. **TERM:** The term of this lease shall commence on June 1, 2018 and end on May 31, 2023. Lease may be renewed for an additional two consecutive terms giving lessor a 60 day notice prior to end of first term.

3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:

- a. By expiration of the Lease;
- b. By mutual agreement of both parties; or,
- c. By the Lessee immediately in the case of destruction as provided in Section 10 of this Lease
- d. Failure to pay rent for more than thirty (39) days

4. **RENT:** Lessee agrees to pay to Lessor as and for rent the sum of Sixteen Thousand Nine Hundred Dollars (16,994.00) per month (\$2 sq. foot for 8,497 sq. ft.) Rent shall be payable in advance on or before the 5th of each month. Late payments of rent are subject to a fee of 1% of monthly rent per month. Effective on the annual anniversary date of each year during the term of this lease, and any extensions thereof, rent shall be increased for cost of living adjustment in the amount of 2.5 percent (2.50%).

5. **MAINTENANCE AND REPAIRS:** Lessor at its cost shall ensure that the Leased premises meets all laws, regulations and local building codes, and shall keep and maintain said premises in good order, condition, and repair, including the physical structure, flooring, and mechanical, electrical, lighting, heating, air conditioning and plumbing.

6. **USE OF PREMISES:** Lessee shall use the premises for the activities associated with the operations of a dental surgery center.

7. **UTILITIES:** Lessor shall provide, gas, electricity and water for the leased premises as part of the overall rate cost.

8. **HOLD HARMLESS:** Lessee agrees to indemnify, defend, and hold harmless Lessor from any and all claims, damages, liabilities, losses, expenses and claims arising out of or in any way resulting from the acts or omissions of Lessee, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which Lessor may sustain because of bodily injury, including death, sustained by any person or persons, including employees of Lessee, or on account of damage to property are due, or claimed to be due, to any negligence of Lessee, whether active or passive, it's or their officers, boards, agents, employees, or other persons except for any such claims arising out of or related to the negligence or willful misconduct of Lessor, its agents, employees or contractors.

Lessor agrees to indemnify, defend, and hold harmless Lessee from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of Lessor, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this Lease or in connection with its ownership of the premises the building in which the premises are located and the associated common areas and activities related thereto which Lessee may sustain because of bodily injury, including death, sustained by any person or persons, including employees or Lessor, or on account of damage to property of other, including loss of use thereof, whether such injuries or person or damage to property bare due, or claimed to be due, to any negligence of Lessor, whether active or passive, it's or their officers, boards,

agents, employees, or other persons.

9. LIABILITY INSURANCE: Lessee shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under Section 8 of this Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit. Lessor shall be named an additional insured on the Comprehensive General Liability policy. Lessee shall also provide worker's compensation as required by law.

Lessor shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises the building in which the premises are located and the associated common areas and activities relate thereto. Such insurance shall at a minimum be in the amount of at least Three Million Dollars (\$3,000,000) per occurrence combined single unit. Lessee shall be named as additional insured on such policy.

10. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with Lessee's use of the premises, Lessee can terminate this Lease immediately by giving notice to Lessor.

11. ASSIGNMENT: Lessee shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or part of the premises, without first obtaining Lessor's consent. Any assignment encumbrance, or sublease without Lessor's consent shall be voidable, and, at Lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section. Lessee may not assign this Lease or sublet the premises or any portion thereof, without Lessor's written consent, but only upon prior written notice to Lessor and subject to all other provisions of this Lease, to any corporation or other entity which controls, is controlled by, or is under common control with Lessee, or to any

corporation or other entity resulting from a merger or consolidation of Lessee or purchasing substantially all of the assets or stock of Lessee (collectively, an "Affiliation"), subject to all terms of this Lease, provided that the Affiliate assumes in writing all of Lessee's obligations under this Lease and the original entity executing this Lease as Lessee remains fully liable under the Lease.

12. DEFAULT: The occurrence of any of the following shall constitute default by Lessee:

- a. Failure to pay rent when due, if the failure continues for one (1) month after written notice has been given to Lessee;
- b. Abandonment and vacating of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacating and failure to pay rent);
- c. Failure to perform any other provisions of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to Lessee. If the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the thirty (30) day period and diligently and in good faith continue to cure the default.

Notices under this section shall specify the alleged default and the applicable Lease provision and shall demand that Lessee perform the provision of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

13. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, Lessee will peacefully and quietly leave and surrender to Lessor the premises with their appurtenances and fixture in as good order, condition and repairs as when accepted, reasonable use and wear thereof and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which Lessee has no reasonable control excepted. Lessee shall also deliver to Lessor all keys to

the premises, and leave a forwarding address for Lessee. Lessee shall be responsible for any damages that Lessor may sustain from Lessee's failure to vacate the premises as agreed excluding any incidental or consequential damages.

14. INSPECTION: Lessor reserves the right to enter the premises by prior Appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

15. DAMAGES: If Lessee breaches this Lease and abandons the property before the end of the term, or if Lessee's right to possession is terminated by Lessor because of a breach of the Lease, then in either such case, Lessor may recover from Lessee all damages suffered by Lessor as a result of Lessee's failure to perform its obligations there under excluding any incidental or consequential damages.

16. NOTICE: Any notice, demand, request, consent, approval, communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

17. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval.

18. ATTORNEY FEES: Should any dispute arise between the parties hereto with respect to terms, conditions, or payment of rent, damages, declaratory relief, or other obligations, the prevailing party shall be awarded reasonable attorney's fees, in addition to other costs or damages.

19. QUIET ENJOYMENT: Lessee shall be entitled to the quiet use and enjoyment of the premises during the initial terms and any renewal term of this Lease.

20. EFFECTIVE DATE: The effective date of this Lease shall be at such time as the terms and provisions hereto of are approved by the governing boards of each of the entities herein.

Bloss Memorial Healthcare District
Edward H. Lujano
Chief Executive Officer

Date

Dental Surgery Centers of America
David Thompson, President / CEO

Date

EXHIBIT "A"

DESCRIPTION OF PREMISES

- 1) Description
Map of Area (attached)

EXHIBIT "D"

PROMISSORY NOTE

\$200,000.00

Stockton, California
May 31, 2018

For value received, the undersigned ("Borrower") promises to pay to Bloss Memorial Healthcare District, a California public entity ("Seller"), or its order, at Bloss Memorial Healthcare District, 3605 Hospital Avenue, Atwater, California 95301, or any other place designated in a writing submitted by Seller to Borrower, the principal sum of Two Hundred Thousand Dollars (\$200,000.00), with interest from May 31, 2018, on unpaid principal at the rate of Six Percent (6.0%) per annum. The full amount of principal and accrued interest shall be paid in full by May 31, 2021; provided, however, that Buyer shall make at least one payment per year in the interim.

Whether or not suit is filed, Borrower agrees to pay all reasonable attorneys' fees, costs of collection, costs, and expenses incurred by Seller in connection with the enforcement or collection of this Note. Borrower further agrees to pay all costs of suit and the sum adjudged as attorneys' fees in any action to enforce payment of this Note or any part of it.

Borrower

Dated: May 31, 2018

Dental Surgery Centers of America,
a California corporation

By: _____
David Thompson
President/CEO

EXHIBIT "E"

PERSONAL GUARANTY

This Guaranty is given by David Thompson ("Guarantor") to Bloss Memorial Healthcare District, a California public entity ("Obligee") to induce Obligee to sell property to and/or extend credit to Dental Surgery Centers of America, a California corporation ("Obligor"), and is dated May 31, 2018.

1. **Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor unconditionally guarantees to Obligee the following obligations of Obligor: the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due, when due (at maturity or upon acceleration) and performance of all obligations of Obligor under the Agreement Of Sale and Promissory Note entered into by Obligor as Buyer/Borrower and Obligee as Seller.
2. **Death, Insolvency, or Bankruptcy.** Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due under the Agreement Of Sale and Promissory Note hereinbefore described, whether or not due or payable by Obligor, on (a) the dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor, unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.
3. **Extent of Liability.** The liability of Guarantor shall not exceed the sum of \$2,065,000.00 for principal, plus all interest on the indebtedness or any part thereof.
4. **Capacity and Authority.** If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.
5. **Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and his heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.
6. **Notices.** Any notice given by any party under this Guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligee or Guarantor at their respective addresses for notices indicated in the Agreement for Purchase and Sale of Assets between said parties. Guarantor and Obligee may change the place to which notices are to be sent to them by giving written notice of that change to the other.
7. **Governing Law and Modification.** This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of

Obligee and by Guarantor.

8. **Invalidity.** If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

“GUARANTOR”

David Thompson

EXHIBIT "C"

PERSONAL GUARANTY

This Guaranty is given by Christopher Chiu, D.D.S. ("Guarantor") to Bloss Memorial Healthcare District, a California public entity ("Obligee") to induce Obligee to sell property to and/or extend credit to Dental Surgery Centers of America, a California corporation ("Obligor"), and is dated May 31, 2018.

9. **Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor unconditionally guarantees to Obligee the following obligations of Obligor: the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due, when due (at maturity or upon acceleration) and performance of all obligations of Obligor under the Agreement Of Sale and Promissory Note entered into by Obligor as Buyer/Borrower and Obligee as Seller.
10. **Death, Insolvency, or Bankruptcy.** Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due under the Agreement Of Sale and Promissory Note hereinbefore described, whether or not due or payable by Obligor, on (a) the dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor, unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.
11. **Extent of Liability.** The liability of Guarantor shall not exceed the sum of \$2,065,000.00 for principal, plus all interest on the indebtedness or any part thereof.
12. **Capacity and Authority.** If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.
13. **Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and his heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.
14. **Notices.** Any notice given by any party under this Guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligee or Guarantor at their respective addresses for notices indicated in the Agreement for Purchase and Sale of Assets between said parties. Guarantor and Obligee may change the place to which notices are to be sent to them by giving written notice of that change to the other.
15. **Governing Law and Modification.** This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of

Obligee and by Guarantor.

- 16. Invalidity.** If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

“GUARANTOR”

Christopher Chiu, D.D.S.

EXHIBIT "C"

PERSONAL GUARANTY

This Guaranty is given by Walter Sorensen ("Guarantor") to Bloss Memorial Healthcare District, a California public entity ("Obligee") to induce Obligee to sell property to and/or extend credit to Dental Surgery Centers of America, a California corporation ("Obligor"), and is dated May 31, 2018.

- 17. Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor unconditionally guarantees to Obligee the following obligations of Obligor: the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due, when due (at maturity or upon acceleration) and performance of all obligations of Obligor under the Agreement Of Sale and Promissory Note entered into by Obligor as Buyer/Borrower and Obligee as Seller.
- 18. Death, Insolvency, or Bankruptcy.** Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due under the Agreement Of Sale and Promissory Note hereinbefore described, whether or not due or payable by Obligor, on (a) the dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor, unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.
- 19. Extent of Liability.** The liability of Guarantor shall not exceed the sum of \$2,065,000.00 for principal, plus all interest on the indebtedness or any part thereof.
- 20. Capacity and Authority.** If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.
- 21. Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and his heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.
- 22. Notices.** Any notice given by any party under this Guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligee or Guarantor at their respective addresses for notices indicated in the Agreement for Purchase and Sale of Assets between said parties. Guarantor and Obligee may change the place to which notices are to be sent to them by giving written notice of that change to the other.
- 23. Governing Law and Modification.** This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of

Obligee and by Guarantor.

- 24. Invalidity.** If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

“GUARANTOR”

Walter Sorensen

**US DENTAL
(CHILDREN'S
DENTAL
SURGERY
CENTER)**

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets (“Agreement”) is made by and between Bloss/US Dental, a California general partnership (“Seller”), and Dental Surgery Centers of America, a California corporation (“Buyer”), and is dated for reference purposes on the date executed by Buyer.

RECITALS

- A. Seller is a general partnership comprised of two general partners, including Bloss Memorial Healthcare District, a California public entity (“Bloss”), and US Dental Surgery Centers, Inc., a California corporation (“US Dental”).
- B. Seller operates a dental surgical clinic, as described in California Health & Safety Code Section 1204(b)(1), known as Children’s Dental Surgery Center (“CDSC”), located at 1523 East March Lane, Stockton, California 95210 (“the Premises”), which Premises are leased to Seller.
- C. Buyer wishes to acquire the assets of CDSC, and continue operation of the business of CDSC at the Premises.
- D. Seller wishes to sell the assets of CDSC to Buyer.

AGREEMENT

1. PURCHASE AND SALE OF ASSETS.

Subject to the terms and conditions set forth herein, effective May 31, 2018, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases, all of Seller’s right, title and interest, tangible and intangible, in the assets of CDSC identified in Exhibit “A” hereto (“the Assets”), which Exhibit is incorporated herein by this reference.

2. PURCHASE PRICE AND PAYMENT.

Buyer shall deliver to Seller at or before execution of this Agreement the sum of Twenty-Five Thousand Dollars (\$25,000.00) as a deposit. Buyer shall deliver to Seller at Closing additional consideration totaling Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (the deposit together with the additional consideration is “the Purchase Price”), consisting of a down payment and promissory note:

2.1. Down Payment.

The down payment shall be in a bona fide check made payable to Seller or Seller’s

order in the amount of Seventy-Five Thousand Dollars (\$75,000.00).

2.2. Promissory Note.

The promissory note in favor of Seller, and in the form of Exhibit "B" hereto, the terms of which are incorporated herein by this reference, shall be for principal in the amount of Two Hundred Thousand Dollars (\$200,000.00), with simple interest at Six Percent (6.0%), payable in Thirty-Six (36) monthly installments in the amount of \$1,000.00, representing interest only, the last such payment to come with a balloon payment of \$200,000.00. The first payment under the note shall be due thirty (30) days after Closing.

2.3. Allocation of Purchase Price.

The Purchase Price shall be allocated to the Assets as set forth in Exhibit "A" hereto. The parties each acknowledge the amount of Purchase Price allocated to the several assets represents the fair market value of the assets determined under an arm's-length transaction as of Closing. Buyer and Seller shall make any necessary reports regarding the purchase and sale of the assets in accordance with such allocation.

2.4. The Premises.

The parties understand the current lease of the Premises expires on May 31, 2018, and that Buyer shall be responsible for negotiation of a new lease of the Premises, to be effective upon Closing.

2.5. Personal Guaranty.

Each shareholder of Buyer shall at Closing execute a personal guaranty of the promissory note referenced in Paragraph 2.2 herein, which personal guaranty shall be in the form of Exhibit "C" hereto.

2.6. Costs and Expenses.

Each party shall pay their own attorneys, accountants, and/or other advisors, for fees and/or charges in connection with the transaction(s) covered under this Agreement.

3. CLOSING.

Closing shall take place on May 31, 2018, at 8:00 a.m., at 3605 Hospital Avenue, Atwater, California 95301. Upon execution and delivery by Buyer of the instruments and documents required, Seller shall execute and deliver to Buyer a Bill of Sale for the assets specified in Exhibit "A."

4. **LIABILITIES, BULK SALES LAW, SALES AND PERSONAL PROPERTY TAX.**

Except as otherwise provided in this Agreement, Buyer is not assuming any of Seller's liabilities or obligations, and Seller agrees to pay and discharge all of its liabilities and obligations promptly as due and in due course. Buyer waives compliance with the bulk sales law as provided in California Commercial Code Division 6, but retains all of its rights and defenses. Buyer agrees to pay any sales or use taxes arising from the purchase and sale of assets under this Agreement.

5. **SELLER'S DUTIES, REPRESENTATIONS AND WARRANTIES.**

5.1. **Litigation.**

There is no pending or threatened legal action which, if decided adversely to Seller, would cause a material adverse change to the ability of Seller to perform under this Agreement. However, there is a malpractice action entitled Daleyza Avil-Hernandez v. Children's Dental Surgery Center, et al., which originated in Contra Costa County Superior Court, as Case No. C18-00065, which action, due to a change in venue, is now pending in San Joaquin County Superior Court (no case number has yet been assigned), and damages for which are covered by Seller's insurer ("Hernandez Claim"); further, there is a threatened litigation by Jannett Lemus, a minor, for an incident occurring on April 28, 2016, for which it appears the Government Tort Claims Act has not been followed ("Lemus Claim").

5.2. **No Breach.**

Consummating the transaction(s) described in this Agreement will not cause a material breach of any contract or agreement to which Seller is a party; and, Seller's obligations, representations, warranties and covenants under this Agreement are not in conflict with Seller's general partnership agreement dated April 1, 2009.

5.3. **Partnership Approvals.**

Seller's partners have secured and provided all approvals necessary to allow Seller to enter into this Agreement.

5.4. **Taxation.**

Seller agrees that Buyer has made no representation(s) to Seller regarding the tax consequences of entering in this Agreement.

5.5. **Assets Condition.**

Seller shall warrant for thirty (30) days after Closing that the Assets are

merchantable, fit for their particular uses, and otherwise free from defects. Unless otherwise provided in Exhibit "A" hereto, Seller represents the Assets are owned exclusively by Seller, and are unencumbered by any debt, secured interests, deeds of trust, mortgages and/or contracts of sale.

5.6. Existing Relationships.

Seller does not know of any plan or intention of any of Seller's employees, material suppliers, or customers to sever relationships or existing contracts with Seller or to take any other action that would adversely affect the business of Seller. Seller has no liability, debt, or any obligation due to, or any contractual or similar relationship, with any of Seller's directors, officers, employees, consultants, or shareholders.

5.7. Compensation Payments.

Seller has not increased, or agreed to any increase in, any salaries or compensation paid or payable to any of its employees, agents or independent contractors.

5.8. Seller's Knowledge/Disclosure.

Seller does not know, or have reason to know, of any matter, occurrences, or other information not disclosed to Buyer that would materially and adversely affect the assets purchased by Buyer or its conduct of the business involving such assets. No representation or warranty by Seller in this Agreement, or any documents furnished to Buyer by Seller, contains or will contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statement in these sources accurate.

5.9. Seller's Covenant of Cooperation.

Seller agrees to cooperate with Buyer, on reasonable request, to execute all documents and take all actions as necessary to perfect and implement Buyer's full ownership of the assets of Seller purchased under this Agreement. Further, US Dental agrees to transfer, or facilitate transfer of, any and all transferable licenses to Buyer.

5.10. Seller's Non-Compete Covenant.

Seller and Seller's partners shall not, expressly or impliedly, for five (5) years from Closing, directly or indirectly, engage in or perform for, or permit Seller's name to be used in connection with, or carry on, or own any part of, any business similar to the activities, operations, and business involving the assets sold under this Agreement, as conducted by Seller as of Closing, in Fresno, Madera, Tulare, Kings, Merced, San Joaquin, Sacramento and Stanislaus Counties.

5.11. Seller Not Liable for License Transfers and/or Assignments.

Notwithstanding anything to the contrary in this Agreement, Buyer acknowledges that Seller makes no representation on the assignability or transferability of the license(s) for CDSC, and Buyer assumes all responsibility and risk associated with such transfer(s) and assignment(s) with the licensing agency(ies). Buyer acknowledges and agrees that no stock ownership in US Dental is required to be transferred by Seller or any partner of Seller under the terms of this Agreement.

6. BUYER'S DUTIES, REPRESENTATIONS AND WARRANTIES.

6.1. Litigation.

There is no pending or threatened legal action which, if decided adversely to Buyer, would cause a material adverse change to the ability of Buyer to perform under this Agreement.

6.2. No Breach.

Consummating the transaction(s) described in this Agreement will not cause a material breach of any contract or agreement to which Buyer is a party.

6.3. Capacity.

Buyer is a California corporation in good standing, and has legal capacity to enter into this Agreement. Buyer's officers and agents will have full authority to perform under this Agreement at Closing.

6.4. Taxation.

Buyer agrees Seller has made no representation(s) to Buyer regarding the tax consequences of entering into this Agreement.

6.5. Business Licenses and Permits.

Buyer shall obtain in Buyer's name, at Buyer's expense, all business licenses and permits as necessary for Buyer to continue the business of CDSC.

7. ARBITRATION.

Any controversy or claim arising out of or relation to this Agreement, or its breach shall be settled by arbitration conducted in Fresno, California, as provided in §§ 1280, *et seq.*, of the California Code of Civil Procedure. The arbitrator shall be chosen by agreement between the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. If, for any reason, the parties are unable

to agree to an arbitrator, then either party may petition to the American Arbitration Association for appointment of an arbitrator in accordance with American Arbitration Association rules.”

8. INDEMNITY BY SELLER FOR PRE-CLOSING OBLIGATIONS.

Seller shall pay all debts incurred by Seller in Seller’s operation of the business of CDSC before Closing, and shall indemnify, defend and hold harmless Buyer from and against any and all liabilities and obligations, including, but not limited to, the Hernandez Claim and the Lemus Claim, arising from Seller’s operation of the business of CDSC prior to Closing.

9. RISK OF LOSS.

Until Closing, Seller shall bear all risk of loss, injury, damage or destruction of the Assets. If any loss, injury, damage or destruction impairs the value of such assets prior to Closing, the Buyer may either terminate this Agreement, in which case Buyer will be entitled to a full refund of any consideration paid under this Agreement, or proceed to Closing and receive an assignment of applicable insurance proceeds. Buyer shall bear all such risk of loss after Closing, to the extent such loss is not caused by Seller.

10. GENERAL PROVISIONS.

10.1. Entire Agreement.

This Agreement constitutes the whole and entire agreement of the parties regarding the subject matter of this Agreement, and replaces and supersedes all prior written and oral agreements by and among the parties.

10.2. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3. Governing Law/Severability.

This Agreement shall be construed and enforced under the laws of the State of California; provided, however, this Agreement shall not be interpreted against either party as the party preparing or causing preparation of this Agreement. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is impossible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining

provisions of this Agreement shall remain in effect.

10.4. Binding Effect.

This Agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. This Agreement is made solely to benefit the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

10.5. Reasonable Assurances.

The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

10.6. No Agency or Partnership.

No provision of this Agreement shall be construed to constitute Seller as an agent or partner of Buyer, or Buyer as an agent or partner of Seller.

10.7. Titles and Headings.

Any titles and headings in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

10.8. Amendments.

This Agreement may be altered, amended, or repealed only by a writing signed by the parties.

10.9. Time of the Essence.

Time is of the essence of every provision of this Agreement that specifies a time for performance.

10.10. Assignment by Buyer.

Buyer may assign no right or interest arising under this Agreement or in the Assets without the prior written consent of Seller, which consent shall not be unreasonably withheld.

10.11. Attorney's Fees.

If any dispute arises between the parties regarding any aspect of this Agreement, the prevailing party in such dispute may recover from the non-prevailing party, the prevailing party's reasonable costs in connection therewith including, without limitation, reasonable attorneys' fees, through final disposition, including final appeal.

10.12. Notices.

All notices, requests, demands, and other communications under this Agreement must be in writing, and will be considered to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to:

To Seller: Edward H. Lujano, Ph.D.
Bloss Memorial Healthcare District
3605 Hospital Avenue
Atwater, California 95301

To Buyer: David Thompson
Dental Surgery Centers of America
P.O. Box 228
Prather, California 93651

“Buyer”

“Seller”

By: _____
David Thompson
President/CEO
Dental Surgery Centers of America

By: _____
Carol Freeman
President/CEO
US Dental Surgery Centers, Inc.

Dated: _____

Dated: _____

By: _____
Edward H. Lujano, Ph.D.
Chief Executive Officer
Bloss Memorial Healthcare District

Dated: _____

EXHIBIT "A"

LIST OF ASSETS

Intangible Assets

Includes all patient files, office files, goodwill, covenant not to compete, and any all licenses transferred. The amount of the Purchase Price allocated to the intangible assets shall be \$50,000.00.

Tangible Assets

Includes all assets included on Exhibit 1 hereto. The amount of the Purchase Price allocated to the tangible assets shall be \$250,000.00.

Excluded Assets

Does not include accounts receivable through May 31, 2018, and retroactive payments due from the State of California for services performed from July 1, 2017, to May 31, 2018.

Does not include two copy machines leased by Castle Family Health Centers, Inc.

CHILDREN'S DENTAL SURC
 ALL CAPITAL ASSETS
 AS OF 03/31/18

ACCT DESCRIPTION	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
QUICKBOOKS ERROR PREVIOUSLY DEPRECIATED											
	QB-0261	2-DRAWER CABINET	5		Apr-09	249.00	249.00				
	QB-0262	2-DRAWER CABINET				249.00	249.00				
	QB-0263	2-DRAWER CABINET				249.00	249.00				
	QB-0264	2-DRAWER CABINET				249.00	249.00				
	QB-0152	2-DRAWER LOCKERS				289.99	289.99				
	QB-0153	6-DRAWER LOCKERS				499.95	499.95				
	QB-0150	6-DRAWER LOCKER #1				499.95	499.95				
	QB-0151	6-DRAWER LOCKER #1				499.95	499.95				
	QB-0074	ANESTHESIA BLUE CART				1,277.76	1,277.76				
	QB-0096	ANESTHESIA CART				1,277.76	1,277.76				
		QB BAND EQUIPMENT				1,127.92	1,127.92				
	QB-0084	BAXTER INFUSION PUMP				439.99	439.99				
	QB-0123	BAXTER INFUSION PUMP				439.99	439.99				
	QB-0124	BAXTER INFUSION PUMP				439.99	439.99				
	QB-0125	BAXTER INFUSION PUMP MODEL AS40A				795.00	795.00				
	QB-0126	BAXTER INFUSION PUMP MODEL AS50				625.00	625.00				
	QB-0178	BOOKSHELF, 3-DRAWER				49.99	49.99				
	QB-0208	CANON FAX PHONE L80				144.85	144.85				
	QB-0180	CHAIR, BLACK DESK				253.80	253.80				
	QB-0138	CHAIR, BLUE				49.99	49.99				
	QB-0170	CHAIR, BLUE				49.99	49.99				
	QB-0171	CHAIR, BLUE				49.99	49.99				
	QB-0172	CHAIR, BLUE				49.99	49.99				
	QB-0173	CHAIR, BLUE				49.99	49.99				
	QB-0174	CHAIR, BLUE				49.99	49.99				
	QB-0176	CHAIR, BLUE				49.99	49.99				
	QB-0177	CHAIR, BLUE				49.99	49.99				
	QB-0187	CHAIR, BLUE				49.99	49.99				
	QB-0191	CHAIR, BLUE				49.99	49.99				
	QB-0192	CHAIR, BLUE				49.99	49.99				
	QB-0228	CHAIR, BLUE 2-SEAT LOBBY				718.50	718.50				
	QB-0229	CHAIR, BLUE 2-SEAT LOBBY				718.50	718.50				
	QB-0222	CHAIR, BLUE 3-SEAT LOBBY				1,052.75	1,052.75				
	QB-0223	CHAIR, BLUE 3-SEAT LOBBY				1,052.75	1,052.75				
	QB-0224	CHAIR, BLUE 3-SEAT LOBBY				1,052.75	1,052.75				
	QB-0230	CHAIR, BLUE 4-SEAT LOBBY				1,404.50	1,404.50				
	QB-0186	CHAIR, BLUE DESK				429.99	429.99				
	QB-0249	CHAIR, BLUE DESK				49.99	49.99				
	QB-0250	CHAIR, BLUE DESK				49.99	49.99				

CHILDREN'S DENTAL SURC
ALL CAPITAL ASSETS

AS OF 03/31/18

ACCT	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
	QB-0252	CHAIR, BLUE DESK #1				49.99	49.99				
	QB-0253	CHAIR, BLUE DESK #2				49.99	49.99				
	QB-0196	CHAIR, BLUE DESK #1				199.99	199.99				
	QB-0197	CHAIR, BLUE DESK #2				199.99	199.99				
	QB-0061	CHAIR, BLUE PATIENT CHAIR #1				3,835.00	3,835.00				
	QB-0065	CHAIR, BLUE PATIENT CHAIR #1				3,835.00	3,835.00				
	QB-0062	CHAIR, BLUE PATIENT CHAIR #2				3,835.00	3,835.00				
	QB-0066	CHAIR, BLUE PATIENT CHAIR #2				3,835.00	3,835.00				
	QB-0237	CHAIR, BLUE PT				49.99	49.99				
	QB-0238	CHAIR, BLUE PT				49.99	49.99				
	QB-0193	CHAIR, BLUE PT #1				49.99	49.99				
	QB-0194	CHAIR, BLUE PT #2				49.99	49.99				
	QB-0195	CHAIR, BLUE PT #3				49.99	49.99				
	QB-0088	CHAIR, BLUE ROYAL ASSIST #1				187.00	187.00				
	QB-0089	CHAIR, BLUE ROYAL ASSIST #2				187.00	187.00				
	QB-0090	CHAIR, BLUE ROYAL ASSIST #3				187.00	187.00				
	QB-0080	CHAIR, BLUE ROYAL DENTAL PATIENT				187.00	187.00				
	QB-0091	CHAIR, BLUE ROYAL DRS				3,835.00	3,835.00				
	QB-0218	CHAIR, GREEN 2-SEAT LOBBY				487.00	487.00				
	QB-0219	CHAIR, GREEN 2-SEAT LOBBY				718.50	718.50				
	QB-0231	CHAIR, GREEN 2-SEAT LOBBY				718.50	718.50				
	QB-0232	CHAIR, GREEN 2-SEAT LOBBY				718.50	718.50				
	QB-0225	CHAIR, GREEN 3-SEAT LOBBY				1,052.70	1,052.70				
	QB-0114	CHAIR, GREEN ROYAL ASSIST #1				187.00	187.00				
	QB-0115	CHAIR, GREEN ROYAL ASSIST #2				187.00	187.00				
	QB-0016	CHAIR, GREEN ROYAL ASSIST #3				187.00	187.00				
	QB-0112	CHAIR, GREEN ROYAL DENTAL PATIENT				187.00	187.00				
	QB-0113	CHAIR, GREEN ROYAL DRS				3,835.00	3,835.00				
	QB-0211	CHAIR, LOBBY TAN 2-SEAT LOBBY #1				487.00	487.00				
	QB-0214	CHAIR, LOBBY TAN 2-SEAT LOBBY #1				718.50	718.50				
	QB-0212	CHAIR, LOBBY TAN 2-SEAT LOBBY #2				718.50	718.50				
	QB-0215	CHAIR, LOBBY TAN 2-SEAT LOBBY #2				718.50	718.50				
	QB-0233	CHAIR, TAN 2-SEAT LOBBY				718.50	718.50				
	QB-0226	CHAIR, TAN 4-SEAT LOBBY				1,404.50	1,404.50				
	QB-0227	CHAIR, TAN 4-SEAT LOBBY				1,404.50	1,404.50				
	QB-0103	COLTULEX LED LIGHT				499.00	499.00				
	QB-0019	COLTULEX LED LIGHT				499.00	499.00				
	QB-0076	DENTIST CART				1,592.00	1,592.00				
	QB-0098	DENTIST CART				1,592.00	1,592.00				
	QB-0188	DESK HUTCH				329.99	329.99				
	QB-0247	DESK HUTCH, BLUE PART 3				659.99	659.99				
	QB-0260	DESK HUTCH, BLUE PART 3				659.99	659.99				

CHILDREN'S DENTAL SURK
ALL CAPITAL ASSETS

AS OF 03/31/18

ACCT	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
	QB-0189	DESK, 2-DRAWER PART 1 OF				529.99	529.99				
	QB-0190	DESK, 2-DRAWER PART 2 OF				529.99	529.99				
	QB-0245	DESK, 3-DRAWER PART 1				629.99	629.99				
	QB-0256	DESK, 3-DRAWER PART 1				629.99	629.99				
	QB-0258	DESK, 3-DRAWER PART 1				629.99	629.99				
	QB-0246	DESK, 3-DRAWER PART 2				629.99	629.99				
	QB-0257	DESK, 3-DRAWER PART 2				629.99	629.99				
	QB-0259	DESK, 3-DRAWER PART 2				629.99	629.99				
	QB	DUAL WATER SYSTEM				195.00	195.00				
	QB	DUAL WATER SYSTEM				195.00	195.00				
	QB-0033	DURO WHEELCHAIR #1				149.99	149.99				
	QB-0034	DURO WHEELCHAIR #2				149.99	149.99				
	QB-0179	FILE CABINET, 3 DRAWER				129.99	129.99				
	QB	FOOT CONTROL OPTION				219.00	219.00				
	QB	FOOT CONTROL OPTION				219.00	219.00				
	QB-0055	FRIGIDAIRE REFRIGERATOR				409.99	409.99				
	QB-0255	HUTCH, BLUE PART 3				329.99	329.99				
	QB-0206	KODAK SCAN STATION 100				1,456.32	1,456.32				
	QB-0149	LARGE BAKERS RACK				105.00	105.00				
	QB-0139	LARGE BAKERS RACK 1				105.00	105.00				
	QB-0140	LARGE BAKERS RACK 2				105.00	105.00				
	QB-0141	LARGE BAKERS RACK 3				105.00	105.00				
	QB-0142	LARGE BAKERS RACK 4				105.00	105.00				
	QB-0143	LARGE BAKERS RACK 5				105.00	105.00				
	QB-0144	LARGE BAKERS RACK 6				105.00	105.00				
	QB-0145	LARGE BAKERS RACK 7				105.00	105.00				
	QB-0146	LARGE BAKERS RACK 8				105.00	105.00				
	QB-0086	LARGE OVERHEAD DELL MONITOR				199.00	199.00				
	QB-0108	LARGE OVERHEAD DELL MONITOR				199.00	199.00				
	QB-0015	MEDICATION REFRIGERATOR				309.99	309.99				
	QB	PERI-PRO DAYLIGHT LOADER 90090				200.00	200.00				
	QB-0159	PERI-PRO III PROCESSOR				1,761.00	1,761.00				
	QB-0205	PITNEY BOWES POSTAGE PHONE				200.99	200.99				
	QB-0210	SHARP COPIER				779.00	779.00				
	QB-0121	SILVER & BLACK 2-STEP STOOL				50.70	50.70				
	QB-0097	SMALL BAKERS RACK				159.00	159.00				
	QB-0148	SMALL BAKERS RACK				159.00	159.00				
	QB-0163	SMALL BAKERS RACK				159.00	159.00				
	QB-0085	SMALL OVERHEAD DELL MONITOR				150.00	150.00				
	QB-0109	SMALL OVERHEAD DELL MONITOR				150.00	150.00				
	QB-0035	STOOL, GREY W/BACKING				678.00	678.00				
	QB-0036	STOOL, GREY W/BACKING				678.00	678.00				

CHILDREN'S DENTAL SURK
 ALL CAPITAL ASSETS
 AS OF 03/31/18

ACCT DESCRIPTION	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
	QB-0037	STOOL, GREY W/BACKING				678.00	678.00				
	QB-0038	STOOL, GREY W/BACKING				678.00	678.00				
	QB-0060	STOOL, GREY W/BACKING				678.00	678.00				
	QB-0072	STOOL, GREY W/BACKING				678.00	678.00				
	QB-0007	SUCTION REGULATORS				195.00	195.00				
	QB-0008	SUCTION REGULATORS				195.00	195.00				
	QB-0009	SUCTION REGULATORS				195.00	195.00				
	QB-0010	SUCTION REGULATORS				195.00	195.00				
	QB-0011	SUCTION REGULATORS				195.00	195.00				
	QB-0012	SUCTION REGULATORS				195.00	195.00				
	QB-0185	TABLE				79.99	79.99				
	QB-0168	TABLE #1				79.99	79.99				
	QB-0169	TABLE #2				79.99	79.99				
	QB-0213	TABLE, END				310.00	310.00				
	QB-0217	TABLE, END				310.00	310.00				
	QB-0221	TABLE, END #2				310.00	310.00				
	QB-0234	TABLE, END #3				310.00	310.00				
	QB-0220	TABLE, END #1				310.00	310.00				
	QB-0235	TABLE, END #4				310.00	310.00				
	QB-0236	TABLE, END #5				310.00	310.00				
	QB-0137	TABLE, HALF				29.99	29.99				
	QB-0029	TABLE, OVER BED				192.47	192.47				
	QB-0030	TABLE, OVER BED				192.47	192.47				
	QB-0031	TABLE, OVER BED				192.47	192.47				
	QB-0032	TABLE, OVER BED				192.47	192.47				
	QB-0216	TAN 2-SEAT LOBBY CHAIR #3				619.00	619.00				
	QB-0164	TAN 4-DRAWER FILE CABINET				129.99	129.99				
	QB-0209	TAN 4-DRAWER FILE CABINET				129.99	129.99				
	QB-0167	TIME IPS CLOCK				700.00	700.00				
	QB-0102	TOUCHPAD AMALGAMATOR				245.00	245.00				
	QB-0120	TOUCHPAD AMALGAMATOR				245.00	245.00				
	QB	TOWEL CABINET				55.72	55.72				
	QB-0156	ULTRASONIC SCALER				249.00	249.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				
	QB	VORTEX, 430SWL HP PO				666.00	666.00				

CHILDREN'S DENTAL SURK
ALL CAPITAL ASSETS

AS OF 03/31/18

ACCT	DESCRIPTION	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
		QB	VORTEX, 430SWL HP PO				666.00	666.00				
		QB	VORTEX, 430SWL HP PO				666.00	666.00				
		QB	VORTEX, 430SWL HP PO				666.00	666.00				
		QB	VORTEX, 430SWL HP PO				666.00	666.00				
		QB	VORTEX, 430SWL HP PO				666.00	666.00				
		QB	VORTEX, 430SWL HP PO				666.00	666.00				
		QB-0166	WHIRLPOOL REFRIGERATOR				399.99	399.99				
		QB	LF-MCKESSION-DR6433 PHYSICAL SCALE									
		QB	LF-MCKESSION-TRASH CAN, GRAY 28 1/2 QT									
		QB	LF-MCKESSION-STETHOSCOPE, ADSCOPE PREM ADULT									
		QB	LF-MCKESSION-TUBE, QUICK ATHYROTOMY TRACH 2.0MM									
		QB	LF-MCKESSION-VITAL SIGNS MONITOR SPO2 TEMP									
		QB	LF-MCKESSION-STAND, MOBILE W/BASKET									
		QB	LF-MCKESSION-TUBE, QUICK CRICOTHYROTOMY/TRACH									
		QB	LF-MCKESSION-MISC PRACTICE SUPPLIES									
		QB	LF-GCX-PASSPORT II SPECTRUM MOUNTING ADAPTOR				22,345.80	22,345.80				
		QB	LF-GCX-8"X8" M-SERIES WALL MOUNT									
		QB	LF-GCX-M-SERIES (12") PIVET ARM									
		QB	LF-GCX-M-SERIES (16") PIVET ARM									
		QB	LF-GCX-M-SERIES (19") WALL CHANNEL W/HRDW									
		QB	LF-GCX-SEISMIC 25" WALL CHANNEL W/HRDW									
		QB	LF-GCX-BHM ARM W/TRANSPORT LOCK									
		QB	LF-GCX-12" POST W/IV BAG HOOKS									
		QB	LF-GCX-ERGO MOUNTING BARCKET									
		QB	LF-GCX-ERGO KEYBOARD TRAY									
		QB	LF-GCX-VERTICAL CPU WALL MOUNT									
		QB	LF-GCX-M-SERIES 12" PIVOT ARM WALL MOUNT				8,637.51	8,637.51				
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS MALE C/CHK 5'									
		QB	AMVEX SUCTION CANISTER HOLDER									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS FEM 8' 02									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS FEM 8' N2O									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS FEM 8' VAC									
		QB	LF-CERT MED-HOSE ASSY DISS FEMXDISS FEM 8' WAG									
		QB	LF-CERT MED-AMVEX SUCTION REGULATORY 0-300 CONTINUOUS									
		QB	LF-CERT MED-AMVEX SUCTION CANISTER 1200 ML									
		QB	LF-CERT MED-AMVEX REGULATORY 25 LPM 870 YOKE-OXY				5,312.70	5,312.70				

CHILDREN'S DENTAL SURK
ALL CAPITAL ASSETS
AS OF 03/31/18

ACCT	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
90.1230.0020	3457	CDSC GCX	10	Active	Jul-15	1,334.20	422.50	7.60	243.20	668.50	91.20
90.1230.0020	3458	HUFF CONSTRUCTION IMPROVEMENTS	10	Active	Jul-15	7,231.93	2,290.11	41.18	1,317.75	3,624.06	494.16
90.1230.0020	3459	CDSC KAESER COMPRESSOR	10	Active	Jul-15	36,102.62	11,432.50	205.58	6,578.67	18,091.45	2,467.01
90.1230.0020	3460	CDSC SECURITY SYSTEM	10	Active	Jul-15	2,936.94	930.03	16.72	535.14	1,471.77	200.69
90.1230.0020	3461	CDSC SIGNS	10	Active	Jul-15	2,500.00	791.67	14.24	455.67	1,252.66	170.87
90.1230.0020	3462	CDSC WIP FLOORING	10	Active	Jul-15	21,400.00	6,776.67	121.86	3,899.52	10,723.81	1,462.32
90.1230.0020	3463	CDSC SERV-TECH CONTROLS DAMPER FOR	10	Active	Jul-15	11,593.00	1,304.21	85.74	2,743.68	7,545.11	1,028.88
90.1230.0020	3464	CDSC SMITH HEATING FIRE/SMOKE DAPTERS	10	Active	Jul-15	3,920.00	424.67	29.13	932.15	2,563.17	349.56
90.1230.0020	3465	CDSC AIR DUCT SYSTEM ADVANCE SECURIT	10	Active	Jul-15	758.65	82.19	5.64	180.48	495.98	67.68
90.1230.0020	3466	CDSC COMMERCIAL BROKERAGE LEASING	10	Active	Jul-15	5,455.00	590.96	40.53	1,297.01	3,567.03	486.58
90.1230.0020	3467	CDSC LAYMAN ELECTRIC, INC ELECTRIAN RE	10	Active	Jul-15	1,433.75	155.32	10.65	340.85	937.58	127.82
90.1231.0020	3517	CDSC NEW LOCK SYSTEM ON FRONT DOOR	5	Active	Mar-17	2,086.25	0.00	34.77	417.24	1,669.01	417.24
90.1241.0022	3468	CDSC ACUCAM CONCEPT IV	4	Active	Jul-15	4,995.00	3,163.50	38.16	1,221.03	610.48	457.96
90.1241.0022	3469	CDSC ACUCAM CONCEPT IV	4	Active	Jul-15	4,995.00	3,163.50	38.16	1,221.03	610.48	457.96
90.1241.0022	3470	CDSC AIRSTAR 50 COMPRESSOR-TWIN OILLE	4	Active	Jul-15	5,891.00	3,730.97	45.00	1,440.00	720.03	540.50
90.1241.0022	3471	CDSC DATASCOPE PASSPORT & MONITORS	4	Active	Jul-15	23,465.00	14,861.19	179.25	5,735.92	2,867.90	2,150.84
90.1241.0022	3472	CDSC ANESTHESIA PLUS DRAGER 28 REMAN	4	Active	Jul-15	16,162.50	10,236.24	123.45	3,950.82	1,975.44	1,481.67
90.1241.0022	3473	CDSC GENDEX 765 DC X-RAY MACHINES	4	Active	Jul-15	4,907.00	3,107.76	37.48	1,199.48	599.76	449.81
90.1241.0022	3474	CDSC HARLOFF SAFE FOR MEDS	4	Active	Jul-15	1,670.92	1,058.25	12.76	408.43	204.24	153.17
90.1241.0022	3475	CDSC HENRY SCHEIN MIS INV #31473147A	4	Active	Jul-15	38,413.04	24,328.26	293.43	9,389.82	4,694.96	3,521.19
90.1241.0022	3476	CDSC TWO HITL-ROM ASSISTANT TABLE ASS	4	Active	Jul-15	2,272.00	1,438.94	17.36	555.39	277.68	208.26
90.1241.0022	3477	CDSC MIDMARK ULTRACLAVE	4	Active	Jul-15	4,570.00	2,894.33	34.91	1,117.12	558.55	418.92
90.1241.0022	3478	MARKMED ANESTHESIA MACHINE ASSET T	4	Active	Jul-15	3,000.00	1,900.00	22.92	733.37	366.64	274.98
90.1241.0022	3479	CDSC PEDIATRIC CRASH CART	4	Active	Jul-15	1,961.00	1,241.97	14.98	479.36	239.67	179.76
90.1241.0022	3480	CDSC PELSTAR SCALE	4	Active	Jul-15	1,219.00	772.03	9.31	297.93	149.04	111.73
90.1241.0022	3481	CDSC POWEREDGE DOMAIN SYSTEM FORM	4	Active	Jul-15	37,609.27	23,819.20	287.29	9,193.35	4,596.72	3,447.52
90.1241.0022	3482	CDSC RED CRASH CART	4	Active	Jul-15	1,150.00	728.33	8.79	281.12	140.55	105.45
90.1241.0022	3483	CDSC RITTER 355 OVERHEAD LAMP	4	Active	Jul-15	7,768.00	4,919.72	59.34	1,898.88	949.40	712.08
90.1241.0022	3484	CDSC TITAN-T RPM MOTOR W/O SWV TWO	4	Active	Jul-15	1,206.00	763.80	9.21	294.76	147.44	110.54
90.1241.0022	3485	CDSC TWO RACK STACKER TABLE	4	Active	Jul-15	250.00	158.33	1.91	61.12	30.55	22.92
90.1241.0022	3486	CDSC VACSTAR 60H TWIN VAC SYSTEM	4	Active	Jul-15	3,878.00	2,456.07	29.62	947.93	474.00	355.49
90.1241.0022	3487	CDSC WELS ALLYN DEFIBRILLATOR	4	Active	Jul-15	10,177.32	6,445.64	77.74	2,487.76	1,243.92	932.93
90.1241.0022	3488	CDSC XRAY MACHINE REPAIRS	5	Active	Jul-15	18,318.91	2,564.79	262.57	8,402.24	7,351.88	3,150.84

CHILDREN'S DENTAL SURK
ALL CAPITAL ASSETS

AS OF 03/31/18

DESCRIPTION	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
90.1241.0022	3489	CDSC 2 HP GOLDENVAC VACUUM DENNENHY	5	Active	Jul-15	3,379.00	281.58	51.62	1,651.93	1,445.49	619.49
90.1241.0022	3490	CDSC AASTRA PHONE SYSTEM	4	Active	Jul-15	47,052.50	29,799.88	359.43	11,501.76	5,750.86	4,313.16
90.1225.0002	3491	CDSC PLANE DIG XR SEN DIX3 PATTERSON	4	Active	Jul-15	19,554.00	12,384.20	149.37	4,779.84	2,389.96	1,792.44
90.1225.0002	3492	CDSC WALL CABINET AND SHELVEING	4	Active	Jul-15	9,075.88	5,748.06	69.33	2,218.56	1,109.26	831.96
90.1225.0002	3493	CDSC CAMERA SYSTEM 2-OP ACUCAM CIV F	4	Active	Jul-15	9,415.00	5,962.83	71.92	2,301.44	1,150.73	863.04
90.1225.0002	3494	CDSC 2 HP GOLDEN VAC VACUUM UNIT	4	Active	Jul-15	3,193.38	904.79	47.68	1,525.76	762.83	572.16
90.1242.0022	QB-0083	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0056	AIR/WATER SEPARATOR	5		Apr-09	312.00	312.00				
90.1242.0022	QB-0071	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0107	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0128	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0183	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0200	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0240	APC BATTERY BACK-UP	5		Apr-09	119.99	119.99				
90.1242.0022	QB-0057	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0070	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0081	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0105	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0130	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0184	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0201	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0241	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0244	DELL MONITOR/KEYBOARD/MOUSE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0058	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0069	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0082	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0106	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0129	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0181	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0199	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0239	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0243	DELL TOWER	5		Apr-09	1,000.00	1,000.00				
90.1242.0022	QB-0242	DYNO LABELWRITER	5		Apr-09	99.99	99.99				
90.1242.0022	QB	EXT HARD DRIVER	5		Apr-09	107.36	107.36				
90.1242.0022	QB-0132	FLOW METER FOR 02 TANKS	5		Apr-09	314.90	314.90				
90.1242.0022	QB-0133	FLOW METER FOR 02 TANKS	5		Apr-09	314.90	314.90				
90.1242.0022	QB-0134	FLOW METER FOR 02 TANKS	5		Apr-09	314.90	314.90				

CHILDREN'S DENTAL SURC
ALL CAPITAL ASSETS

AS OF 03/31/18

DESCRIPTION	Number	Description	Life	Status	Acq Date	Cost	QB Depr	Monthly Depr	Accum Depr	Book	Yearly Depr
90.1242.0022	QB-0135	FLOW METER FOR 02 TANKS	5		Apr-09	314.90	314.90				
90.1242.0022	QB-0136	FLOW METER FOR 02 TANKS	5		Apr-09	314.90	314.90				
90.1242.0022	QB-0165	GE MICROWAVE	5		Apr-09	169.99	169.99				
90.1242.0022	QB-0022	GURNEY 1	5		Apr-09	185.00	185.00				
90.1242.0022	QB-0023	GURNEY 2	5		Apr-09	185.00	185.00				
90.1242.0022	QB-0024	GURNEY 3	5		Apr-09	185.00	185.00				
90.1242.0022	QB-0025	GURNEY 4	5		Apr-09	185.00	185.00				
90.1242.0022	QB	HDP C ILLUMINATION SYS 1HP OPTION	5		Apr-09	190.00	190.00				
90.1242.0022	QB	HDP C ILLUMINATION SYS 1HP OPTION	5		Apr-09	190.00	190.00				
90.1242.0022	QB	HIFLO SWIVEL FIBER OPTIC 4 HOLE	5		Apr-09	150.00	150.00				
90.1242.0022	QB	HIFLO SWIVEL FIBER OPTIC 4 HOLE	5		Apr-09	150.00	150.00				
90.1242.0022	QB-0131	HP1020 LASERJET PRINTER	5		Apr-09	224.99	224.99				
90.1242.0022	QB-0182	HP1020 LASERJET PRINTER	5		Apr-09	224.99	224.99				
90.1242.0022	QB-0202	HP1020 LASERJET PRINTER	5		Apr-09	224.99	224.99				
90.1242.0022	QB-0203	HP2600N LASERJET PRINTER	5		Apr-09	799.99	799.99				
90.1242.0022	QB-0207	HP4250N LASERJET PRINTER	5		Apr-09	429.99	429.99				
90.1242.0022	QB-0093	MCKESSON IV POLE	5		Apr-09	99.00	99.00				
90.1242.0022	QB-0111	MCKESSON IV POLE	5		Apr-09	99.00	99.00				
90.1242.0022	QB	NIKON 5560	5		Apr-09	193.26	193.26				
90.1242.0022	QB-0001	02 FLOW METER	5		Apr-09	47.95	47.95				
90.1242.0022	QB-0002	02 FLOW METER	5		Apr-09	47.95	47.95				
90.1242.0022	QB-0003	02 FLOW METER	5		Apr-09	47.95	47.95				
90.1242.0022	QB-0004	02 FLOW METER	5		Apr-09	47.95	47.95				
90.1242.0022	QB-0005	02 FLOW METER	5		Apr-09	47.95	47.95				
90.1242.0022	QB-0006	02 FLOW METER	5		Apr-09	47.95	47.95				
90.1242.0022	QB	PEDO WEDGE CUSION OPTION 1639	5		Apr-09	71.00	71.00				
90.1242.0022	QB	PEDO WEDGE CUSION OPTION 1639	5		Apr-09	71.00	71.00				
90.1242.0022	QB-0094	STAINLESS STEEL KICK BUCKET	5		Apr-09	220.00	220.00				
90.1242.0022	QB-0104	STAINLESS STEEL KICK BUCKET	5		Apr-09	220.00	220.00				
90.1242.0022	QB-0198	STAPLES PAPER SHREDDER	5		Apr-09	159.99	159.99				
90.1242.0022	QB-0248	STAPLES PAPER SHREDDER	5		Apr-09	159.99	159.99				
90.1242.0022	QB-0158	STAR X-RAY DEVELOPER/FIXER	5		Apr-09	66.55	66.55				
90.1242.0022	QB	SWITCH 3 WAY: AIRVAC/INC AIRDNT2	5		Apr-09	197.00	197.00				
90.1242.0022	QB	TITAN-T ANGLE ADAPTOR	5		Apr-09	168.00	168.00				
90.1242.0022	QB	TITAN-T ANGLE ADAPTOR	5		Apr-09	168.00	168.00				
90.1242.0022	QB	TITAN-T STRAIGHT NOSECONE ATTACHMENT	5		Apr-09	405.00	405.00				
90.1242.0022	QB	TITAN-T AUTO LATCH ANGLE FIL	5		Apr-09	200.00	200.00				
90.1242.0022	QB	TITAN-T AUTO LATCH ANGLE FIL	5		Apr-09	200.00	200.00				
90.1242.0022	QB	TITAN-T AUTO LATCH ANGLE FIL	5		Apr-09	200.00	200.00				
90.1242.0022	QB	TITAN-T AUTO LATCH ANGLE FIL	5		Apr-09	200.00	200.00				
90.1242.0022	QB	TITAN-T AUTO LATCH ANGLE FIL	5		Apr-09	200.00	200.00				

EXHIBIT "B"

PROMISSORY NOTE

\$200,000.00

Stockton, California
May 31, 2018

In the installments described below, for value received, the undersigned ("Borrower") promises to pay to Bloss/US Dental, a California general partnership ("Seller"), or its order, at Bloss Memorial Healthcare District, 3605 Hospital Avenue, Atwater, California 95301, or any other place designated in a writing submitted by Seller to Borrower, the principal sum of Two Hundred Thousand Dollars (\$200,000.00), with interest from May 31, 2018, on unpaid principal at the rate of Six Percent (6.0%) per annum. Principal and interest shall be payable in lawful money of the United States of America, and in Thirty-Six (36) monthly installments in the amount of \$1,000.00, representing interest only, the last such payment to come with a balloon payment of \$200,000.00, representing principal. The first payment under the note shall be due June 30, 2018, and the remaining installments on the last day of the month. The full amount of principal and accrued interest shall be paid in full by May 31, 2021.

Whether or not suit is filed, Borrower agrees to pay all reasonable attorneys' fees, costs of collection, costs, and expenses incurred by Seller in connection with the enforcement or collection of this Note. Borrower further agrees to pay all costs of suit and the sum adjudged as attorneys' fees in any action to enforce payment of this Note or any part of it.

Borrower

Dated: May 31, 2018

Dental Surgery Centers of America,
a California corporation

By: _____
David Thompson
President/CEO

EXHIBIT "C"

PERSONAL GUARANTY

This Guaranty is given by David Thompson ("Guarantor") to Bloss/US Dental, a California general partnership ("Obligee") to induce Obligee to sell property to and/or extend credit to Dental Surgery Centers of America, a California corporation ("Obligor"), and is dated May 31, 2018.

1. **Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor unconditionally guarantees to Obligee the following obligations of Obligor: the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due, when due (at maturity or upon acceleration) and performance of all obligations of Obligor under the Agreement Of Sale and Promissory Note entered into by Obligor as Buyer/Borrower and Obligee as Seller.
2. **Death, Insolvency, or Bankruptcy.** Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due under the Agreement Of Sale and Promissory Note hereinbefore described, whether or not due or payable by Obligor, on (a) the dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor, unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.
3. **Extent of Liability.** The liability of Guarantor shall not exceed the sum of \$236,000.00 for principal, plus all interest on the indebtedness or any part thereof.
4. **Capacity and Authority.** If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.
5. **Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and his heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.
6. **Notices.** Any notice given by any party under this Guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligee or Guarantor at their respective addresses for notices indicated in the Agreement for Purchase and Sale of Assets between said parties. Guarantor and Obligee may change the place to which notices are to be sent to them by giving written notice of that change to the other.
7. **Governing Law and Modification.** This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Obligee and by Guarantor.

8. **Invalidity.** If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

“GUARANTOR”

David Thompson

EXHIBIT "C"

PERSONAL GUARANTY

This Guaranty is given by Christopher Chiu, D.D.S. ("Guarantor") to Bloss/US Dental, a California general partnership ("Obligee") to induce Obligee to sell property to and/or extend credit to Dental Surgery Centers of America, a California corporation ("Obligor"), and is dated May 31, 2018.

9. **Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor unconditionally guarantees to Obligee the following obligations of Obligor: the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due, when due (at maturity or upon acceleration) and performance of all obligations of Obligor under the Agreement Of Sale and Promissory Note entered into by Obligor as Buyer/Borrower and Obligee as Seller.
10. **Death, Insolvency, or Bankruptcy.** Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due under the Agreement Of Sale and Promissory Note hereinbefore described, whether or not due or payable by Obligor, on (a) the dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor, unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.
11. **Extent of Liability.** The liability of Guarantor shall not exceed the sum of \$236,000.00 for principal, plus all interest on the indebtedness or any part thereof.
12. **Capacity and Authority.** If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.
13. **Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and his heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.
14. **Notices.** Any notice given by any party under this Guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligee or Guarantor at their respective addresses for notices indicated in the Agreement for Purchase and Sale of Assets between said parties. Guarantor and Obligee may change the place to which notices are to be sent to them by giving written notice of that change to the other.
15. **Governing Law and Modification.** This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of

Obligee and by Guarantor.

- 16. Invalidity.** If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

“GUARANTOR”

Christopher Chiu, D.D.S.

EXHIBIT "C"

PERSONAL GUARANTY

This Guaranty is given by Walter Sorensen ("Guarantor") to Bloss/US Dental, a California general partnership ("Obligee") to induce Obligee to sell property to and/or extend credit to Dental Surgery Centers of America, a California corporation ("Obligor"), and is dated May 31, 2018.

- 17. Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor unconditionally guarantees to Obligee the following obligations of Obligor: the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due, when due (at maturity or upon acceleration) and performance of all obligations of Obligor under the Agreement Of Sale and Promissory Note entered into by Obligor as Buyer/Borrower and Obligee as Seller.
- 18. Death, Insolvency, or Bankruptcy.** Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, including but not limited to payment of all sums due under the Agreement Of Sale and Promissory Note hereinbefore described, whether or not due or payable by Obligor, on (a) the dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor, unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.
- 19. Extent of Liability.** The liability of Guarantor shall not exceed the sum of \$236,000.00 for principal, plus all interest on the indebtedness or any part thereof.
- 20. Capacity and Authority.** If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.
- 21. Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and his heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.
- 22. Notices.** Any notice given by any party under this Guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligee or Guarantor at their respective addresses for notices indicated in the Agreement for Purchase and Sale of Assets between said parties. Guarantor and Obligee may change the place to which notices are to be sent to them by giving written notice of that change to the other.
- 23. Governing Law and Modification.** This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Obligee and by Guarantor.

- 24. Invalidity.** If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

“GUARANTOR”

Walter Sorensen