



Professional Practice Sales
of The Great West

*Specialists in the
Appraisal and Sale of Dental Practices
Since 1966*

P.O. Box 175 • Bodega Bay, CA 94923-0175
(415) 899-8580 (415) 899-8588 Fax
www.PPSsellsDDS.com

**6246 SAN FRANCISCO'S EAST BAY
PEDIATRIC PRACTICE**

"OPEN HOUSE"
Sunday July 14th

This practice has been a cornerstone of children's oral healthcare as it has been treating patients now for 3-generations. And its pedigree is strongly engrained.

Per unique circumstances, it is now making itself available for its next Caretaker.

The Hallmark of the practice is its conservative treatment philosophy with the focus on quadrant dentistry, thus avoiding sedation as much as possible. By practicing in this manner, a deep-rooted trust has been instilled in the patients' families per these high standards of safety and care.

And to maintain the practice's high standards,
it proclaimed its Independence from Delta Dental on January 1, 2023.

As follows is the snapshot since becoming Delta Independent

	2023	5/31/24	Trending 2024
New Patients	289	126	302
Patients Seen	3,498	1,432	3,436
Net Charges	\$864,300	\$344,400	\$826,500
Income Statements		4/30/24	
Net Collections	\$871,700	\$280,700	\$842,000
Expenses	\$572,400	\$159,000	\$477,100
Available Profits	\$299,300	\$121,700	\$364,900

The practice is well-staffed and are aware of the pending change in ownership.

If order to review the further details regarding this Offering,
simply execute and return the attached Confidentiality & Non-Disclosure Agreement.

Once received, you shall be provided
the Access Code allowing you to view the Prospectus.

Affiliate Office
Professional Practice Sales
360 E. First Street, #318
Tustin, CA 92780 • (714) 832-0230



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Dear Doctor:

Thank you for your interest in **6246 SAN FRANCISCO'S EAST BAY PEDIATRIC PRACTICE.**

In order to maintain the requisite discretion and minimize information leaking into the public, a Confidentiality & Non-Disclosure Agreement is required to safeguard our Client and the practice.

Once Professional Practice Sales of The Great West is in receipt of the executed Confidentiality & Non-Disclosure Agreement, we shall provide you with the Access Code so you may view the Prospectus from our website. This Agreement is attached.

I ask that you:

print your name at the top of Page 1

initial the bottom of Page 1

complete, date and sign Page 2

Please return the executed Agreement by email Ray@PPSsellsDDS.com or facsimile 415-899-8588.

If you would like us to send the Confidentiality & Non-Disclosure Agreement to you by DocuSign, simply send us an email or text (415-328-4235) with your name, address and cell phone.

If you have any questions, please phone me at 415-899-8580. Do note that I shall be away on vacation and back at my desk on Monday, July 1st.

Sincerely,

Raymond N. Irving

RNI:pt
attachments

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CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

6246 SAN FRANCISCO'S EAST BAY PEDIATRIC PRACTICE

THIS AGREEMENT is entered between _____
(hereinafter referred to as "Prospect") and Professional Practice Sales of the Great West (hereinafter referred to as "Broker").

WHEREAS Prospect desires to investigate the possible purchase of that Practice referenced as **6246 SAN FRANCISCO'S EAST BAY PEDIATRIC PRACTICE** (hereinafter referred to as "Practice") and which is listed with Broker, and

WHEREAS Prospect would like to view the detailed Prospectus prepared by Broker to determine if Prospect would like to further explore this opportunity, and

WHEREAS Prospect may then wish to attend the Open House for purpose of touring the office and learning more about this opportunity, and

WHEREAS Prospect may request the Disclosure Package which shall include Statements of Income for 2020, 2021, 2022, 2023 and the most recent for 2024; the Corporate Tax Returns for 2020, 2021 and 2022; the Fee Schedule; Staff Compensation; Procedure Reports, the Premise Lease and other data (hereinafter referred to as "Confidential Information") from Broker for the purpose of performing an assessment of the practice along with allowing Prospect to share this information with their spouse, partner or fiancé; their advisors and their lenders as it regards Prospect's interest in the possible purchase of the Practice;

AND WHEREAS this Confidential Information shall be furnished to Prospect by Broker on behalf of the Owner of the Practice in order to assist and facilitate Prospect's interest in Owner's Practice for the evaluation by Prospect and Prospects advisors and lenders,

THE PARTIES AGREE AS FOLLOWS: (a) Upon receipt of the executed Confidentiality & Non-Disclosure Agreement, Broker shall provide Prospect with the Access Code for the purpose of viewing the Prospectus from PPS of The Great West's website and which shall contain confidential and proprietary information which Prospect agrees to hold in confidence for Prospect's own benefit and based upon the warranties set forth herein, and (b) if requested, Broker's Agent, Raymond Irving (hereinafter referred to as "Agent") shall follow-up with Prospect's interest on the following conditions:

1. General Warranties Prospect agrees to maintain confidential that this Practice is "For Sale". Further, Prospect agrees to hold confidential all information made available and only used in the context of the contemplated purchase, and as such it shall not be used for any other purpose or disclosed to any Third Party outside of (i) Prospect's acquisition team (consultants such as Prospect's accountant, attorney, dental consultants or lenders), (ii) lending agencies if financing is pursued for this acquisition, and (iii) immediate family members such as spouse, partner, fiancé or loved ones. When information is shared with such Third Parties, Prospect shall advise them that Prospect has executed a Confidentiality and Non-Disclosure Agreement. Prospect shall then advise them that they need to maintain the requisite confidences concerning the knowledge that this Practice is "For Sale" along with maintaining confidential all information provided on the Practice. At the conclusion of discussions between the Parties, and if a purchase has not been completed, all information including written notes and documentation shall be destroyed along with permanently deleting all digital files.

2. No Contact Prospect shall not make direct contact to Owner's Practice, Owner's employees, area dentists, local dental society, vendors or professional referral sources which the Practice has business relations regarding Prospect's possible purchase of this Practice.

3. Patient Records In the event that Owner allows Prospect to review patient lists and patient records, Prospect acknowledges that all such patients have an expectation of privacy. The review of any such records is for the sole purpose of determining the type of work performed, the frequency of visits, where the patients work or reside and other information that such patient charts shall reveal. In consideration of being allowed to view such information, Prospect agrees that: a) all such information contained in the patient charts is confidential and

Prospect's Initials _____ Agent's Initials 



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6246 SAN FRANCISCO'S EAST BAY PEDIATRIC PRACTICE

proprietary; b) Prospect will not use any such information in any way other than to evaluate any decision regarding the purchase of the practice; c) Prospect will not approach any patient for any reason including the intent to provide dental services; d) Prospect acknowledges that the "number of active patients" is a relative term and it is the Prospect's responsibility to determine the accuracy of any such number; and e) Prospect shall not disclose any patient information which reflects any clinical treatment, diagnosis or observations.

4. Public Disclosure Could Harm Practice Prospect acknowledges that any public disclosure concerning Owner having placed the practice "For Sale" could be detrimental to the well-being of the Practice and Owner. If any such public disclosure is made by Prospect which directly harms Owner's Practice, Owner may bring an action against Prospect for such disclosure.

5. Third Party Beneficiary Although Owner is not a direct party to this Agreement, Owner is the Third-Party Beneficiary of this Agreement. As such, Owner shall be entitled to enforce the provisions of this Agreement in the event it is violated by Prospect.

6. Equitable Relief Prospect acknowledges and agrees that any breach of this Agreement will result in irreparable harm to Owner, Broker and Agent for which monetary damages would be an inadequate remedy. Therefore, in the event of such a breach, in addition to the rights and remedies otherwise available at law, Owner, Broker and Agent shall be entitled to equitable relief including without limitation an injunction.

7. Governing Law This Agreement shall be construed and interpreted under the laws of the State of California.

8. Attorney Fees If any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney fees together with any costs and expenses incurred to resolve the dispute and to enforce the final judgment.

IN WITNESS WHEREOF, the Parties enter into this Agreement.

PROSPECT

Dated _____

Sign

Name _____

Corporate Name if applicable _____

Address _____

City _____

State & Zip _____

Email _____

Cell Phone _____

AGENT _____

Raymond N. Irving

California Real Estate License #00523584

Professional Practice Sales of The Great West

P.O. Box 175 (1040 Sea Eagle Loop)

Bodega Bay CA 94923

415-899-8580

Ray@PPSsellsDDS.com