

Specialists in the Appraisal and Sale of Dental Practices Since 1966

P.O. Box 175 ● Bodega Bay, CA 94923-0175 (415) 899-8580 Office (415) 328-4235 Cell www.PPSsellsDDS.com

6273 TONY COMMUNITY ADJACENT TO WALNUT CREEK

Highly Respected Dentist is Starting the Search for the Next Caretaker

Open House – Sunday December 14th

This long-established community oral healthcare destination has been imprinted upon generations of patients who have entrusted this practice as their "go-to" for their oral healthcare needs.

Housed in a well-designed 4-Op office located in a highly recognized location.

The patient base is sustained by 5-days of Hygiene.

Paperless Charting. Implant placement referred.

Revenue streams have topped \$1 Million in each of the last 4-years with 2025 continuing this trend.

Available Profits are anticipated as being \$390,000+.

This is a Delta Premier practice.
As such, there have been extensive discussions on how this should be handled.

First, this is a wealthy family community. The average household income is \$280,000+.

Second, the Successor shall not continue in network with Delta.

To support this change,
(the non-Delta patients are billed the practice's UCR fees)
the Seller is prepared to continue post-sale on a limited basis as the Successor's Associate.

To assist further, PPS has experienced consultants who can coach the staff on the necessary prep work and patient interaction to bridge this change.

Full Price \$750,000

If you would like to investigate this opportunity, please read the attached

Ray@PPSsellsDDS.com

415-328-4235 Cell

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

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Dear Doctor:

Thank you for your interest in 6273 TONY COMMUNITY ADJACENT TO WALNUT CREEK.

In order to maintain the requisite discretion and prevent rumors circulating in the dental community, a Confidentiality & Non-Disclosure Agreement (CNDA) is required to safeguard our Client and the practice, with said Agreement 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

Return the Agreement to Ray@PPSsellsDDS.com.

If you would like us to send the CNDA to you via DocuSign, simply send us an email with your name, address and cell phone.

If you have any questions, please phone or text my cell which is 415-328-4235.

Sincerely,

Raymond N. Irving

RNI:pt attachments

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CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT 6273 TONY COMMUNITY ADJACENT TO WALNUT CREEK

THIS AGREEMENT is entered between	
(hereinafter referred to as "Prospect") and Professional Practice Sales of The Great Wes	(hereinafter referred
to as "Broker"), California real estate license being #01422122.	

WHEREAS Prospect desires to investigate the possible purchase of that Practice referenced as 6273 COVETED EAST BAY COMMUNITY (hereinafter referred to as "Practice") and which is listed with Broker, and

WHEREAS Prospect understands that the Owner requires discretion and confidences concerning the sale of the practice,

AND WHEREAS Prospect understands the need to implement such safety features, BROKER'S AGENT, Raymond Irving, shall provide Prospect with the Access Code to view the Prospectus on 6273 TONY COMMUNITY ADJACENT TO WALNUT CREEK on Broker's website.

IF PROSPECT further wishes to pursue this opportunity after review of the Prospectus, Prospect shall be provided with the information for the Open House which Agent shall conduct on a scheduled Sunday.

AND IF PROSPECT wishes to further explore this opportunity after attending the Open House, Agent shall provide Prospect with the Disclosure Package which shall be comprised of the Schedule C's for 2021, 2022, 2023 and 2024; the Profit & Loss Statements for 2021, 2022, 2023, 2024 and year-to-date 2025; PPS' Recasting of the Financials; the Delta Dental Analysis of the Premier component; Staff Compensation; the Premise Lease and other pertinent information (hereinafter referred to as "Confidential Information") as they further investigate this opportunity. Prospect may 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 Owner's Practice.

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

THE PARTIES AGREE AS FOLLOWS: (a) Upon receipt of the Confidentiality & Non-Disclosure Agreement, Agent shall provide Prospect with the Access Code for the purpose of viewing the Prospectus from Broker's website and which shall contain certain 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, 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 (Prospect's accountant, attorney and dental consultants), (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 and as such, they need to maintain the requisite confidences concerning their awareness that this Practice is "For Sale" along with maintaining confidential all information provided. 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, the 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 Prospect reviews patient lists and records; Prospect shall abide by those standards outlined by the Health Insurance Portability and Accountability Act otherwise known as HIPPA. 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 review such information, Prospect agrees that: **a)** no information shall be copied nor any notes made concerning any particular patients; **b)** all such information contained in the patient charts is confidential and proprietary; **c)** Prospect will not use any such information in any way other than to evaluate any decision regarding the purchase of the practice;

Prospect's Initials	Agent's Initials
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- d) Prospect will not approach any patient for any reason including the intent to provide dental services; e) 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 f) 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 HEREOF, the Parties enter into this Agreement.

PROSPECT

Date		
Name	Sign	
Address		
Email	Cell Phone	

Raymond N. Irving

AGENT

California Real Estate License #00523584

Professional Practice Sales of The Great West

P.O. Box 175 (1040 Sea Eagle Loop) Bodega Bay CA 94923

415-328-4235 Cell

Ray@PPSsellsDDS.com