



*Specialists in the
Sale of Dental Practices
Since 1969*

P.O. Box 175 • Bodega Bay, CA 94923-0175
(415) 899-8585 Desk (415) 328-4235 Mobile
www.AlphaPracticeSales.com

**616 SAN FRANCISCO'S SOUTH BAY
SANTA CLARA VALLEY**

Rare Opportunity targeting the Growing Organization

Fast Stats

**2025 saw 1,100+ New Patients - 5,350 Total Patient Visits
Production \$2.58M - Collections \$2.3M**

Absentee Owned

EBITDA before Administrator's Compensation \$1.16M

What is remarkable, this was realized 100% by Associate Dentists.

Practice averages 6.75 Clinical days per week.

Focus is Operative.

With the exception of \$300,000 in OS, many Surgical Services not Provided.

**Successor Management shall focus on
high-end procedures and contract with Specialists to perform
additional procedures inhouse to capitalize on the opportunities presented.**

**Under-utilized facility
with the infrastructure in place for unlimited expansion.
(8-ops with 4 more wired, plumbed and with cabinets.)**

Highly recognized as evidenced by Reader Poll Awards.

**The Administrator is available to continue with her responsibilities
for the next 3-years to effect an orderly transition.**

This is an extraordinary opportunity.

Multi-Lingual Team allows the practice to serve a diverse community of patients.

**To learn more,
execute and return the attached Non-Disclosure Agreement.
We shall then forward the Prospectus for your review.**

If requested, we shall send the Agreement to you via DocuSign.

**Direct immediate questions to
Ray@AlphaPracticeSales.com ~ 415-328-4235 Cell**



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Thank you for your interest in **616 SAN FRANCISCO'S SOUTH BAY – SANTA CLARA VALLEY.**

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@AlphaPracticeSales.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,

A handwritten signature in black ink, appearing to read "Ray", is written over a circular scribble.

Raymond N. Irving

RNI:pt
attachments

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

616 SAN FRANCISCO'S SOUTH BAY SANTA CLARA VALLEY

THIS AGREEMENT is entered between _____,
(hereinafter referred to as "Prospect") and Alpha Practice Sales (hereinafter referred to as "Broker"), California
real estate license being #01422122.

WHEREAS Prospect desires to investigate the possible purchase of that Practice referenced as **616 SAN FRANCISCO'S SOUTH BAY - SANTA CLARA VALLEY** (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 **616 SAN FRANCISCO'S SOUTH BAY - SANTA CLARA VALLEY** on Broker's website.

WHEREAS Prospect may then wish to attend the Open House for purpose of touring the office and learning more about this opportunity and the area the Practice is located (hereinafter referred to as "Owner"), and

WHEREAS Prospect may request the Disclosure Package which shall include Corporate Tax Returns, Profit & Loss Statements, Financial Worksheets, Fee Schedules, Staff Information, computer reports, 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 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 _____
Page 1

Agent's Initials SM

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

616 SAN FRANCISCO'S SOUTH BAY SANTA CLARA VALLEY

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 _____ Sign _____
Name _____
Address _____
Email _____ Cell Phone _____

AGENT


Raymond N. Irving
California Real Estate License #00523584
Alpha Practice Sales
P.O. Box 175 (1040 Sea Eagle Loop)
Bodega Bay CA 94923
415-328-4235 Cell
Ray@AlphaPracticeSales.com