

1. Asset Sales - Normal Closing Documents
 - A. Asset Purchase / Sale Agreement
 - B. Bill of Sale
 - C. Assignment of Personal Goodwill / Restrictive Covenants Agreement
 - D. Promissory Note(s)
 - E. Security Agreement
 - F. Guaranty of Payment and Indemnity Agreement
 - G. Consulting Agreement or Post-Sale Services Agreement for Seller
 - H. Lease Agreement
 - I. Guaranty of Lease
 - J. Memorandum of Lease
 - K. Assignment of Lease
 - L. Option to Purchase Real Estate
 - M. UCC-1 Financing Statements

2. Asset Purchase/Sale Agreement
 - A. Description of Transaction
 - B. Description of Assets Sold
 - C. Description of Excluded Items
 - D. Description of Assignment of personal Goodwill and Restrictive Covenants Agreement (Refer to Separate Document)
 - E. Consulting Agreement or Post-Sale Services Agreement (Refer to Separate Document)
 - F. Purchase Price
 1. Allocation of Purchase Price
 - (a) Agreement as to Consistent Reporting – Use of IRS Form 8594
 2. Manner of Payment
 - (a) Cash at Closing
 - (b) Promissory Note or Other Future Payments
 - (1) Interest Rate
 - (2) Terms
 - (3) Payment
 - (4) Security
 - G. Responsibilities for Liabilities (Pre-Closing/Post-Closing/Proration of Expenses)
 - H. Accounts Receivable
 1. Responsibilities (Level and Duration) of Each Party Re: Billing/Collection Efforts, Bank Deposits
 2. Fees to Purchaser for Collection / Deposit Efforts
 - I. Patient / Referring Doctor Lists
 - J. Letter of Introduction
 1. Responsibilities of Each Party, Allocation of Costs
 2. Mutually Agreed Form
 - K. Transfer of Phone Numbers
 - L. Continued Use of Seller's Name
 1. On Signage
 2. On Letterhead

3. On Telephone Listings and Advertisements
 4. Indemnity of Seller
- M. Real Estate
1. Seller-Owned Real Estate
 - (a) Sale of Real Estate
 - (b) Lease Agreement
 - (1) Rental Rate
 - (2) Term
 - (3) Renewal Rates
 - (4) Responsibilities
 - (a) Maintenance
 - (1) Interior / Exterior
 - (2) Structural
 - (3) Plumbing (Dental / Nondental)
 - (b) Insurance (Real Property / Personal Property)
 - (c) Utilities
 - (d) Taxes (Real Property / Personal Property)
 - (5) Right of First Refusal
 - (c) Option to Purchase
 2. Non-Seller Owned Real Estate
 - (a) Lease Agreement as Condition of Closing
 - (b) Obligation of Seller to Cooperate / Assist in Securing Lease
 - (c) Assignment of Existing Lease
 - (1) Consent of Landlord
 - (2) Assumption by Purchaser
 - (3) Release (or Continued Liability) of Seller
 - (d) Sublease Agreement
 - (1) Consent of Landlord
 - (2) Rate, Terms, Etc.
- N. Treatment Continuation / Redo Work
1. Agreement to Continue Treatment Programs (Subject to Professional Judgment)
 2. No Assumption of Seller Warranties / Liabilities
 3. Agreement to Notify Seller of Complaints of Defective Work
 4. Rights/Responsibilities for Dealing with Necessary Redo Work
- O. Completion of Work in Progress (Particularly Important for Pre-Paid Work)
- P. Continuation / Control of Practice Pending Closing
1. Seller to Maintain Practice, Continue in Normal Course, Allow Access to Records, Etc.
 2. Maintain Supply Levels
 3. Seller to Retain Risk of Loss Until Closing
- Q. Patient Records
1. Purchaser Responsibility to Retain
 2. Allow Seller Access to Records for Reasonable Business Needs (Excluding Solicitation)
 3. Cost of Copies

- R. Indemnity - Reciprocal Indemnities Re: Malpractice and Other Matters
- S. Normal Boilerplate
 - 1. Representation / Warranties
 - 2. Applicable Law / Venue
 - 3. Mediation / Arbitration
 - 4. Etc.

- 3. Bill of Sale
 - A. Description of Assets
 - B. Recite Consideration
 - C. Conveyance of Assets
 - D. Warranty of Good Title
 - E. Agreement to Defend Title

- 4. Assignment of Goodwill / Restrictive Covenants Agreement
 - A. Recital of Sale Transaction
 - B. Recite Consideration (allocate between goodwill and restrictive covenants)
 - C. Conveyance of Personal Goodwill
 - D. Describe Non-Compete Covenant Area / Duration
 - E. Provide for Injunctive in Event of Breach
 - F. Provide for Modification If Found Unenforceable
 - G. Liquidated Damage Provisions
 - H. Other Remedies Provisions
 - I. Attorney's Fees / Cost Provision
 - J. Allow Assignment by Purchaser in Event Practice is Re-Sold
 - K. Governing Law

- 5. Promissory Note
 - A. Amount
 - B. Date
 - C. Payments / Commencement Date / Final Payment Date
 - D. Interest Rate
 - E. Prepayment Provisions
 - 1. Applied to Interest First
 - 2. Prepayment Penalty (If Applicable)
 - F. Definitions of Default Events
 - G. Remedies on Default
 - 1. Acceleration
 - 2. Attorney's Fees / Costs
 - H. Security
 - I. Governing Law

- 6. Security Agreement
 - A. Creation of Security Interest
 - B. Description of Collateral
 - C. Description of Debt Obligation

- D. Limitations on Use / Removal / Sale of Collateral
 - E. Definitions of Default Events
 - F. Remedies Upon Default
 - 1. Acceleration of Debt
 - 2. Repossess / Sale Collateral
7. Guaranty of Payment and Indemnity Agreement
- A. Recitals of transaction/ debt incurred
 - B. Agreement to Personally Guarantee
 - C. Guaranty of Payment and Not of Collection
 - 1. No requirement to pursue debtor before pursuing guarantor.
8. Consulting Agreement / Post-Sale Services Agreement
- A. Retention of Seller
 - B. Designate Employment or Independent Contractor Agreement
 - C. Compensation / Benefits to Seller
 - D. Duties / Responsibilities of Each Party
 - E. Restrictive Covenants
 - F. Termination Provisions
9. Lease Agreement
- A. Description of Property
 - B. Term of Lease
 - C. Rental Rate (Include Provisions for Future Escalation)
 - D. Other Responsibilities of Lessee
 - 1. Utilities
 - 2. Condominium, Common Area Maintenance and Other Fees
 - 3. Use / Limitations on Use of Property
 - E. Renewal Options
 - 1. Number / Term
 - 2. Method of Exercise
 - 3. Rental Rate During Renewal
 - F. Right of First Refusal
 - 1. Applicable Where Bona Fide Purchase Offer Exists and Seller Wishes to Sell
 - 2. Method of Exercise (How and When)
 - 3. Same Terms and Conditions of Bona Fide Offer
 - G. Reservation of Easements and Rights of Way
 - H. Repairs – Responsibilities of Each Party
 - 1. Interior / Exterior
 - 2. Structural
 - 3. Plumbing (Dental / Non-Dental)
 - I. Subletting
 - 1. Lessor Consent Requirements
 - 2. Continued Liability of Lessee
 - 3. Continued Limitation on Use of Property

- J. Default Provisions
 - K. Indemnity Provisions
 - L. Entry / Inspection by Lessor
 - M. Condemnation / Destruction Provisions
 - N. Alterations by Lessee
 - O. Landlord Waiver (Where Third Party Financing is Involved in Practice Sale)
10. Guaranty of Lease
 - A. Recitals of Lease
 - B. Agreement to Personally Guarantee
 - C. Guaranty of Payment and Not of Collection
 1. No requirement to pursue debtor before pursuing guarantor.
 11. Memorandum of Lessee
 - A. Description of Property
 - B. Summary of Pertinent Lease Terms
 12. Assignment of Lease
 - A. Description of Property
 - B. Recital of Consideration
 - C. Description of Lease
 - D. Assumption of Lease Obligations
 - E. Release/Continued Liability of Assignor
 - F. Landlord Consent
 13. Option to Purchase Real Estate
 - A. Description of Property
 - B. Recital of Consideration
 - C. Term of Option (Commencement / Expiration)
 - D. Method of Exercise
 - E. Purchase Price
 1. Pre-Determined
 2. Minimum Price
 3. To Be Set By Appraisal – Method of Selecting Appraiser
 - F. Required Closing Date
 - G. Terms of Purchase
 1. Cash at Closing
 2. Seller Financing
 3. Clear Title or Requirement of Debt Assumption
 - H. Allocation of Transaction Costs.
 14. UCC-1 Financing Statements – Uniform Forms