ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is made as of January __, 2025 (the "*Effective Date*"), by and between AMRIC LLC ("*Seller*") and Rumi Durmaz________________________. ("*Buyer*").

RECITALS

A. Seller is a limited liability company authorized to do business in the State of New York and desires to sell the Assets (defined below).

B. Seller retained the services of Auction Advisors LLC ("*Auctioneer*") to market the Assets for sale, and to conduct a widely advertised and promoted open and transparent auction for the sale of the Assets.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. **Purchase and Sale of Assets.** On the terms and subject to the conditions and other provisions set forth in this Agreement, Buyer hereby agrees to purchase and take possession of the assets listed on Schedule A hereto (the "Assets"), which constitute substantially all of the assets owned by Seller and used in connection with Seller's medical office management business.

2. **AS-IS WHERE-IS Sale.** The Assets are being sold, assigned, transferred and conveyed to Buyer on an "AS IS" and "WHERE IS" basis, with no representations or warranties with respect to the condition of the Assets or any due diligence materials provided by Seller or others in connection with the transactions contemplated herein.

3. **Free and Clear.** Other than with respect to certain equipment (the "United Equipment") being subject to the equipment lease between Seller and UIH Solutions LLC, dated December 31, 2020 (the "United Lease"), the Assets are not subject to any pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements or any similar encumbrance of any nature whatsoever.

4. **The United Lease.** Seller shall assign and Buyer shall assume all of Seller's rights and obligations under the United Lease and shall take possession of all of the United Equipment. Seller shall be responsible for obtaining UIH Solutions LLC's consent to the assignment of the United Lease. Any amounts due and owing under the United Lease as of the closing date shall be paid by Seller on the closing date.

5. **Property Lease.** Seller shall be responsible for obtaining the landlord consent required to assign the office lease between Seller and 11E59 Street JV Sub LLC to Buyer, dated [____] and Buyer shall be responsible for providing a personal guarantor who is acceptable to the landlord for the Lease if required. Seller shall pay off any amounts owed to the landlord as of the closing date.

6. **Consideration.** In consideration of the sale, transfer, conveyance and assignment of the Assets, Buyer shall pay $4,915,484 (the "Purchase Price") to the Seller. 10% of the Purchase Price will be submitted to the Auctioneer, as escrow agent ("Escrow Agent") and held by Escrow Agent under this Agreement, which deposit shall be released to Seller upon closing. In lieu of the foregoing payments being made in cash, buyer is credit bidding such amount and seller is authorized to credit such amounts due hereunder against otherwise due Buyer and Seller.

7. **Transfer Taxes.** Buyer will be responsible for all cost associated with the transfer and taking possession of the Assets including, without limitation, any transfer or sales taxes

8. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the sale and purchase of the Assets and supersedes any and all prior representations, warranties, agreements and understandings, whether written or oral, concerning the sale and/or purchase of the Assets.

9. **No Oral Modification.** This Agreement may only be amended in writing signed by both parties.

10. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. All claims between the parties shall exclusively be decided by federal or state courts located in the State and County of New York (the "Court") and the parties submit to the jurisdiction of the Court and waive any and all challenges to personal jurisdiction or venue.

11. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or on behalf of the Parties hereto.

12. **Due Execution; Validly Binding Agreement.** The Parties have all necessary power and authority to enter into this Agreement. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Parties, enforceable against them in accordance with its terms.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. **Further Assurances.** Seller shall from time to time after the date hereof at the request of Buyer and without further consideration execute and deliver to Buyer such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Agreement as Buyer shall reasonably request to evidence more fully the assignment by Seller to Buyer of the Assets.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date and year provided above.

BUYER: ______ **SELLER:** ______

1/28/25