Alan Sash

From: Krakowsky, Joshua S. <jsk@dhclegal.com>
Sent: Wednesday, March 26, 2025 9:52 AM
To: David Nigrelli
Cc: Kransdorf, Andrew P.
Subject: RE: Alex Santos
Attachments: January 2025 Asset Purchase Agreement.pdf; Unanimous written consent of members of NY LLC.docx; 2-18-25 Auctioneer's Report.pdf; Assignment and Assumption of Asset Purchase Agreement.docx

Thanks David. My issues to discuss with you are as follows:

As I explained, Amric's assets were sold in a public auction to Rumi Durmaz (individually) via a credit bid whereby Rumi and Alex agreed to forgive the debt Amric owed to them. The auctioneer report and purchase agreement are attached.

Amric was purchased by Rumi in his personal name since we did not yet have a new entity formed at the auction yet. So two emergent issues:

1) Once we formed the new entity, Central Park Advanced Imaging Center LLC ("CPI"), we prepared an assignment and assumption to transfer Rumi's rights under the Purchase Agreement to CPI. The draft assignment and unanimous written consent was emailed to Rumi and Alex (attached), but they were unsigned before Alex passed.

2) Andrew, my corporate partner, was in the process of preparing an operating agreement for CPI showing the 50/50 ownership with Rumi and Alex, which has also obviously not been signed.

CPI is an operating business, so I want to get the assignment to CPI and its operating agreement formalized as soon as practicable.

Josh

Joshua Krakowsky
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From: David Nigrelli <david@fwsettle.com>
Sent: Tuesday, March 25, 2025 7:33 PM
To: Krakowsky, Joshua S. <jsk@dhclegal.com>
Subject: RE: Alex Santos

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Hello Josh

Good evening
We are waiting to get into an additional safe deposit box at some point tomorrow morning and we will know if there are any other important documents in the box.

I am also going to speak with Anna tomorrow morning.

We are going to review all the documents you sent me as well tomorrow morning and I can call you in the afternoon.

Have a great night
David

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From: Krakowsky, Joshua S. <jsk@dhclegal.com>
Sent: Tuesday, March 25, 2025 10:30 AM
To: David Nigrelli <david@fwsettle.com>
Subject: Alex Santos

David, are you available this afternoon to update me on what is going on with Alex's estate (if anything?)

Also as an FYI, I filed a short motion to partially dismiss Servet Acar's claims against Amric yesterday, attached for your records.

Josh

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ASSIGNMENT AND ASSUMPTION OF
ASSET PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT (this "***Agreement***") dated as of January 31, 2025, is between RUMI SHEPHERD DUMAZ, an individual residing at 653 Terhune Dr., Wayne, NJ 07470 ("***Assignor***"), and CENTRAL PARK ADVANCED IMAGING CENTER LLC, a New York limited liability company ("***Assignee***").

A. Assignor is the winning bidder in an auction (the "***Auction***") conducted by Auction Advisors LLC for substantially all of the assets (the ***"Assets"***) of AMRIC LLC (the "**Seller**") that are used in connection with AMRIC's medical office management business, as more fully described on Schedule A to the Asset Purchase Agreement (as defined below).

B. In connection with his winning bid in the Auction, Assignor entered into an Asset Purchase Agreement with the Seller, dated January 28, 2025 (the ***"Asset Purchase Agreement"***), pursuant to which he will acquire the Assets for a purchase price of four million nine hundred and fifteen thousand four hundred and eighty-four dollars ($4,915,484) (the "***Purchase Price***") to be paid through the forgiveness of certain loans (the "**Member Loans**") made to the Seller by Assignor and Alexis L. Santos ("**Santos**").

D. Assignor desires to assign all of his rights and obligations under the Asset Purchase Agreement to Assignee, and Assignee desires to accept the assignment and assumption thereof on the terms and conditions set forth below.

E. Assignor and Santos (the "**Members**") each hold fifty percent (50%) of the membership interests in Assignee.

F. Each Member has contributed their respective Member Loans to Assignee.

G. Following the forgiveness of the Member Loans by Assignee, the Members wish for the Assets to be held by Assignee.

ACCORDINGLY, the parties hereto hereby agree as follows:

1. Assignor hereby assigns to Assignee all of his right, title, and interest in and to the Asset Purchase Agreement, and Assignee hereby accepts such assignment and assumes and agrees to perform and observe all of Assignor's obligations under the Asset Purchase Agreement including the obligation to pay the Purchase Price through forgiveness of the Member Loans.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. This Agreement and all matters relating thereto shall be governed exclusively by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to its conflict of law rules. The parties agree and acknowledge that the sole and exclusive venue for any and all suits related to this Agreement shall be any state or federal court of competent jurisdiction sitting in the State of New York, County of New York. No action or suit relating to this Agreement can be instituted or maintained in any other forum or location.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Assignor and Assignee have executed this Agreement as of the day and year first above written.

ASSIGNOR:

____
RUMI SHEPHERD DURMAZ

ASSIGNEE:

CENTRAL PARK ADVANCED IMAGING
CENTER LLC

By:____________________________________
Name:
Title: