

## **FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT** (the “**Amendment**”), dated June 25, 2026 (the “**Amendment Effective Date**”), by and between the **County of Monterey on behalf of the Monterey Health Department** (the “**Purchaser**”), and **Juan C. Valencia Dental Corp. d/b/a La Paz Dental Care**, a California Professional Corporation (the “**Seller**”), and **Juan Valencia, D.D.S.**, an individual and sole shareholder of Seller (“**Seller Shareholder**”). Seller and Seller Shareholder are hereinafter referred to as the “**Selling Parties**.” The Purchaser, Seller and Selling Shareholder may hereinafter be referred to individually as “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. **WHEREAS**, the Parties have entered into the Asset Purchase Agreement, dated as of June 2, 2025 (the “**Agreement**”). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement;

B. **WHEREAS**, pursuant to Section 2.1.4 of the Agreement, the Parties contemplated that Selling Parties would assign to Purchaser all rights and obligations under the office space lease for the premises (the “**Lease Agreement**”), subject to the consent of the landlord, as formalized through a separate Lease Assignment Agreement attached to the Existing Agreement as **Exhibit C** (the “**Lease Assignment Agreement**”);

C. **WHEREAS**, the circumstances of the Parties have changed, the Parties now mutually agree that Purchaser will not assume the Seller’s lease, and the Parties desire to amend the Agreement to remove all references to the Lease Assignment Agreement and include language to reflect the fact that Purchaser shall enter into a new, separate lease with the landlord effective as of the Closing Date; and

D. **WHEREAS**, pursuant to Section 12.2 of the Agreement, the Parties desire to amend the Agreement to address developments that have arisen since the Agreement was signed.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants of the Parties and other good and valuable consideration, it is agreed as follows:

1. Lease of Premises. As of the Amendment Effective Date, Section 2.1.4 of the Agreement shall be deleted in its entirety and replaced with the following:

2.1.4 Lease Agreement. Purchaser shall negotiate and enter into a new Lease Agreement with the landlord regarding the lease of the Premises. Purchaser shall not assume Seller’s lease of the Premises, and shall have no liability under the terms of Seller’s existing Lease Agreement.

2. Excluded Contracts. As of the Amendment Effective Date, **Section 3.1.6** of the Agreement shall be deleted in its entirety and replaced with the following:

3.1.6 Excluded Contracts. Any lease, contract, agreement, obligation or other arrangement not specifically assumed by the Purchaser in Schedule 2.2.

3. Liabilities. As of the Amendment Effective Date, the first sentence of **Section 3.1.9** of the Agreement shall be deleted in its entirety and replaced with the following:

Except for the Assumed Contracts, the Purchaser shall not be deemed to have assumed, nor shall the Purchaser assume liability of the Seller whatsoever.

4. Leases. As of the Amendment Effective Date, **Section 5.1.20** of the Agreement shall be deleted in its entirety and replaced with the following:

5.1.20 Leases. By the Closing Date, the Seller will not be a party to any lease for realty, equipment, or other personality related to the practice of dentistry.

5. Lease Assignment Agreement. As of the Amendment Effective Date, **Section 7.2.2** of the Agreement shall be deleted in its entirety.

6. Lease Assignment Agreement. As of the Amendment Effective Date, **Section 7.3.6** of the Agreement shall be deleted in its entirety.

7. Termination of the Lease Assignment Agreement. The Parties' obligations under the Lease Assignment Agreement were not intended to commence until the Closing Date. The Parties executed the Lease Assignment Agreement as of the Effective Date, but neither Party assumed obligations thereunder. The Parties hereby terminate the Lease Assignment Agreement attached as **Exhibit C** to the Agreement, and all of its provisions shall be deemed null and void.

8. Effect of Amendment. Except as specifically modified herein, the Agreement is hereby ratified, approved and confirmed as though fully set forth at length herein and shall continue in full force and effect in accordance with its terms. In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

9. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one and the same instrument. A signed copy of this Amendment transmitted electronically to the other Party shall have the same force and effect as an original signature.

*[Signature page follows]*


IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above.


**SELLER:**

**PURCHASER:**

**Juan C. Valencia Dental Corp. d/b/a La Paz Dental Care**

**The County of Monterey on behalf of the Monterey Health Department**


Signed by:  
By:   
Juan Valencia, D.D.S.  
Chief Executive Officer

Signed by:  
By:   
Prashant Shinde  
Bureau Chief – Clinic Services  
Monterey County Health Department


6/17/2026 | 11:07 AM PDT

**SELLER SHAREHOLDER:**

By: \_\_\_\_\_  
Elsa Mendoza Jimenez  
Director of Health Services  
Monterey County Health Department

**Juan Valencia, D.D.S.,**  
Signed by:  
By:   
Juan Valencia, D.D.S.

**Approved as to form (County Counsel)**

**Stacy Saetta**  
Signed by:  
By:   
Stacy Saetta  
County Counsel

6/16/2026 | 11:17 AM PDT