

**APPLICATION PURSUANT TO PHL §3010
FOR TRANSFER OF ASSETS
Primary Care Ambulance Corporation
To
Ambulnz NY6, LLC dba DocGo**

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Ex A

Section D Description of Proposed Services

For a corporation attach a certificate of incorporation, any DBAs and a listing of all owners, stockholders or principals.

Level of Service (check only one)

☐ EMT☐ AEMT☐ Critical Care☒ Paramedic

Agency Medical Director
Navin Ariyaprakai MD, NRP

State
NY

Agency Providing Medical Control

Long Island Jewish Medical Center 2000 Marcuse Ave., New Hyde Park, NY 11042

(516) 762 - 9345

System Medical Director
Josef Schenker MD

Address

475 Riverside Dr NYCREMAC New York,

State
NY

Phone Number

(212) 870 - 2301

Size of Population to be Served
495,800

Days of operation

7 days per week

Hours of operation

24 hours per day

Projected Call Volume

Total 13,009

Emergency 253

Non-Emergency 12,756

Source of Statistics for Call volume

☐ PCR☐ Dispatch Center☒ Agency Call Record☐ Other

Total no. of ambulances
10

Total no. of emergency ambulance service vehicles (EASVS)
0

Total no. of ALS First Response vehicles
0

Section E Proposed Organizational Structure

For a corporation attach a copy of certificate of incorporation for any DBAs listing of all owners' stockholders, principals, investors and/or parent corporations or sub-corporations. For LLC attach a copy of NYS DOS Application For Authority.

Proposed Name of Service

Ambulnz NY6, LLC dba DocGo

Federal Employer Identification Number

33-4166911

Address

685 3rd Ave,

City

New York, NY

State

Zip

10017

County

New York

Contact Person

Samuel Mezrahi

Title

Operations

Business Phone

(718) 863 - 8800

Proposed Organizational Sponsor Type

☒ Proprietary☐ Hospital Based☐ Volunteer Independent☐ Industrial☐ Volunteer Fire Department☐ Municipal/Government☐ Other

Proposed Type of Ownership

☐ Individual☐ Partnership☐ Government☐ Corporation☒ LLC

Name of Proposed Individual Owner, Partners, Corporation or Government Entity (attach any/all owners of 10% or more stock)

Ambulnz Holdings, LLC 100%

Section F Certification of Accuracy and Ownership Competency

As owner/CEO/operator of the ambulance service described herein I attest to the accuracy of the information contained in this application and its attachments and to having received and read Public Health Law Article 30 and State EMS Code Part 800. I also state that neither the corporation nor any of the owners, principals or stockholders in the corporation, or LLC members, have been convicted of Medicare or Medicaid fraud. I understand that under Section 3012(a) of the PHL Article 30 that the ambulance service or ALS FR service certificate for this agency may be revoked, suspended limited or annulled if this application includes willful misrepresentation.

Attachments Required

- Detailed narrative to support need or statement of purpose and intent for transfer
- Affirmation of Fitness and Competence (DOH-3778)
- DOS Certificate of Incorporation or Authority, DBA's, owners, partners, shareholders or members listing
- Financial information including funding budget and insurance
- Primary operating territory map

Name of Owner or CEO

Lee Bienstock

Title

CEO

Signature

Date

10/17/25

Notary Public affirmation and acknowledgement

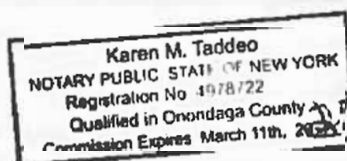
FOR REGIONAL EMS COUNCIL USE ONLY

Date Application Received

Date of Council Decision

☐ Approved ☐ Denied ☐ Rejected - Incomplete

Council Chair Signature



Application for New Service, Expansion of Primary Operating Territory or Transfer of Ownership

Application for (check one)

- ☐ New service (Sections A,B,C,D,F)
☐ Expansion of Primary Operating Territory for existing service (Sections A,B,C,D,F)
☒ Transfer of existing service operating authority (Sections A,D,E,F)

Type of Service (check one)

- ☒ Ambulance
☐ ALS First Responder

Section A Organizational Structure

For a corporation, attach a copy of certificate of incorporation, any DBAs and a listing of all owners' stockholders, principals, investors and/or parent corporations or sub-corporations. For LLC attach a copy of NYS DOS Application For Authority.

Name of Service	DOH Agency Code	Federal Employer Identification Number		
Primary Care Ambulance Corp.	0676	030442307		
Address	City	State	Zip	County
237 Woodward Ave	Staten Island	NY	10314	Richmond
Contact Person	Title			
Paul Lebowitz	President			
Business Phone	Home Phone	Cell Phone	E-mail	
(718) 975- 0600	()	()		
Current Organizational Sponsor Type				
☒ Proprietary	☐ Hospital Based	☐ Volunteer Independent	☐ Industrial	
☐ Volunteer Fire Department	☐ Municipal/Government	☐ Other		
Type of Ownership				
☐ Individual	☐ Partnership	☐ Government	☒ Corporation	☐ LLC

Name of Individual Owner, Partners, Corporation or Government Entity (attach a listing of any/all owners of 10% or more stock)

Paul Lebowitz (100%)

Section B Primary Operating Territory

Specify geographic area requested using municipal, political or other identifiable boundaries. Attach a detailed map of the primary service area. Statements such as "surrounding, adjacent, vicinity, proximity, contiguous, adjoining, or portions of, etc." are not acceptable when defining a primary operating territory.

Proposed new or expanded primary operating territory

For expansion list existing primary operating territory

Section C Financial Responsibility

Applicant is required to attach detailed fiscal and budgetary information as specified in the current DOH Policy Statement. An initial start-up or continuation budget and sufficient financial information as well as the source of such must be provided to insure the fiscal responsibility and stability of the ownership for the territory served.

Insurance Carrier

Agent	Business Phone
	() -
Types and Limits of Coverage	☐ General Liability ☐ Other

Ex B

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Primary Care Ambulance Corp.

0676

Name of EMS Agency

NYS EMS Agency Code

Ambulnz NY6, LLC

Full Name of Corporate Entity requiring F&C review as a new owner/operator

Lee H Bienstock

CEO

Full Name of Individual

Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☒ ☐ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If NO has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If YES has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Lee H. Bienstock

Full Name

Signature



Date

10/17/25

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Lee H. Bienstock

Full Name

Signature



Date

10/17/25

Notary Public Affirmation and Acknowledgement

Notary Public Name

Signature

Stephen Sugrue



Date

10/17/25

Please affix Notary Public Stamp or equivalent.

Lee H. Bienstock

685 Third Avenue
New York, NY 10017



Executive Summary

- **Current Position:** Chief Executive Officer of DocGo (including its subsidiaries: Rapid Temps, Ambulnz Medical Transportation, Exceptional Medical Transportation, Rapid Reliable Care, PTI Mobile Labs, and Cardiac RMS)
 - Directly responsible for managing all operations across 26 states, the UK, and Canada
 - Oversight of staff of 4,000 healthcare clinicians ranging from EMTs, Paramedics, Nurses, Radiology Technicians, Nurse Practitioners, Physicians Assistants, Physicians, and Epidemiologists.
 - Manage fleet of approximately 1,000 mobile health vehicles and BLS/ALS Ambulances
 - Team has served over 10,000,000 patients to date
- **Select Previous Experience:**
 - Roles across Google (2010-2022), including operating various aspects of deploying millions of miles of Fiber infrastructure across 20 U.S. cities, \$2B of revenue management, and optimal team structure for staff of 30,000 across 12 countries.
 - Management consultant at Accenture working with the New York City Board of Education optimizing budget of \$250 million in procurement.
- **Select Public Service:**
 - Commissioner (2016-2021), The President's Commission on White House Fellowships (the nation's premier non-partisan fellowship, selecting leaders from all branches of the Military, and the Private Sector). Commission mentors and places leaders to serve across all departments of the federal government.
- **Professional Management Experience: 20 Years**
- **Education:**
 - Masters (MBA) in Operations and Information Management
 - The Wharton School, University of Pennsylvania
 - Bachelors of Science in Policy Analysis and Management with Distinction (Top 2% of Class)
 - Cornell University

Qualifications Profile

Proven management executive with experience managing complex operations and large diverse teams across multiple cities and countries. Ability to implement detailed protocols safely and efficiently. Exceptional communicator that prioritizes transparency and frequent updates to all stakeholders. Puts employee and patient safety as top priority. Strong track record of managing large budgets and optimizing resources on behalf of organizations and clients. Implements proven processes to safeguard sensitive information and data. Decisive decision maker with ability to update plans expeditiously as circumstances and factors change in real time.

Lee H. Bienstock

Professional Experience

DocGo, Inc. (New York, NY)
Chief Executive Officer

September 2023 - Present

- Lead all operations across 30 states and the UK, including managing 4,000 healthcare clinicians ranging from EMTs, Paramedics, Nurses, Radiology Technicians, Nurse Practitioners, Physicians Assistants, Physicians, and Epidemiologists.
- Project manage large scale deployments, including the City of New York's Test to Treat Program (1.5M patients served), Cardiac implantable device monitoring for over 50,000 patients, and medical transportation for over 750,000 patient trips.
- Relationship-manage all key customers and joint venture partners, including Jefferson Health, Mt. Sinai, Northwell, NYC Health+Hospitals, amongst others. Provide daily, weekly, and quarterly updates to all relevant stakeholders.
- Oversee \$300 million budget including efficient procurement of all medical supplies, testing kits, PPE, ambulances, and credentialed personnel.
- Architect organizational structure for efficient deployment as well as the best possible patient experience and outcomes. All staff trained with necessary compliance, safety protocols, and procedures.

DocGo, Inc. (New York, NY)
Chief Operating Officer

March 2022 – September 2023

- Lead all operations across 26 states, including managing 4,000 healthcare clinicians ranging from EMTs, Paramedics, Nurses, Radiology Technicians, Nurse Practitioners, Physicians Assistants, Physicians, and Epidemiologists.
- Project manage large scale deployments, including the City of New York's Test to Treat Program (1.5M patients served), Cardiac implantable device monitoring for over 35,000 patients, and medical transportation for over 500,000 patient trips.
- Relationship-manage all key customers and joint venture partners, including Jefferson Health, Northwell, NYC Health+Hospitals, amongst others. Provide daily, weekly, and quarterly updates to all relevant stakeholders.
- Oversee \$300 million budget including efficient procurement of all medical supplies, testing kits, PPE, ambulances, and credentialed personnel.
- Architect organizational structure for efficient deployment as well as the best possible patient experience and outcomes. All staff trained with necessary compliance, safety protocols, and procedures.

Google, Inc. (New York, NY)

2011-2022

Global Head of Enterprise Development, Google Devices and Services (June 2019 -March 2022)

Head of National Partnerships, Google Fiber (October 2014 - June 2019)

Head of Advertising, Financial Services (April 2014 - October 2014)

Relationship Lead, Large Customer Advertising, Financial Services (July 2011 - October 2014)

- Managed and built the team responsible for over 3,000 agreements necessary to deploy new fiber infrastructure throughout 20 U.S. cities. Liaised with internal teams from vendor management, legal, engineering, customer service and acquisitions to deploy Google Fiber to commercial and non-profit customers. Owned significant parts of a 40-step deployment process to speed adoption by communicating with teams responsible for project applications, hiring of local engineers and installation personnel, QA, and truck dispatch.

Lee H. Bienstock

- Implemented the ideal ratio of staff to customers based on performing a regression analysis utilizing historical data on 3 key metrics - client need, engagement, and satisfaction. Structure rolled out to over 30,000 employees across 12 countries.
- Led the implementation of administering a formal partner satisfaction measurement & improvement process, while enforcing measures that improved partner satisfaction from 60% to over 80% within an 18-month timeframe.
- Forecasted and tracked full year budget (top and bottom line), for permanent and temporary headcount, data costs, CRM licenses, conferences, and materials.
- Advised multiple divisions, including Google Cloud, Nest, and Autonomous Vehicles on policy strategy, and implications of AI on workforce evolution.
- Led initiative to provide smart devices to HUD, Veteran Affairs, and other government agencies that could use technology (such as internet enabled thermostats) to lower energy costs for underserved populations.
- Advised public health officials on the greatest areas of need to combat the Opioid epidemic by targeting resources to areas of the country with the highest search volumes.
- Established and devised national 5G public policy strategy recommendations and educated White House National Economic Council, Department of Commerce, and Department of Defense members by compiling recommendations and feasibility studies on best practices for deployment and investment.
- Served on hundreds of interview panels and was a member of Google Fiber's 5 person hiring committee involved in hiring over 500 high performers (across legal, engineering, operations, strategy, project management, and finance).
- Developed initial training and ongoing learning and development courses, promoted third party education and gained Google wide adoption of courses and processes.

Glenmere Capital Partners (New York, NY)

2008-2009

Director of Strategy

- Led strategy on behalf of a finance advisory with clients in the United States and Middle East
- Originated and negotiated engagement agreements for transactions needing restructuring during the 2008 financial downturn, including a \$40 million, 60,000 square foot new development with public use space for community enrichment.
- Managed and developed all client relationships including designing and building contact database of over 1,000 organizations

Meridian Capital Group (New York, NY)

2006-2008

Director of Business Development

- Sourced and financed over \$100 million in national residential, office, and industrial development properties
- Led strategy around the firm's thought leadership and industry outreach, increasing the effectiveness of the firm's budget by more than 200% through securing earned media and other communication channels

Accenture (New York, NY)

2005-2006

Management Consultant

- Project managed the engagement with the New York City Board of Education, auditing over \$250 million of expenditures to ensure compliance with spending policy and procedures
- Recommended resource optimizations targeted at saving the city money, while increasing the efficacy of capital and resources

Education

The Wharton School (Philadelphia, PA)

2011

Master of Business Administration; Dual Concentration in Operations and Information Systems

Cornell University (Ithaca, NY)

2005

Bachelor of Science with Distinction (top 2% of class); Policy Analysis and Management

Affirmation of Fitness and Competency

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Primary Care Ambulance Corp.

0676

Name of EMS Agency

NYS EMS Agency Code

Ambulnz NY6, LLC

Full Name of Corporate Entity requiring F&C review as a new owner/operator

Norman Rosenberg

CFO

Full Name of Individual

Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☒ ☐ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
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- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

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Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Norman Rosenberg

Full Name

Signature



Date

10/20/2025

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

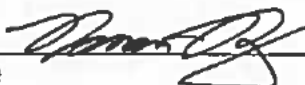
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Norman Rosenberg

Full Name

Signature



Date

10/20/2025

Notary Public Affirmation and Acknowledgement

Notary Public Name

Stephen Sugrue

Signature



Date

10/20/2025



Please affix Notary Public Stamp or equivalent.

Work Experience

DocGo Inc.

January 2020 – Present

- Chief Financial Officer and Treasurer, DocGo Inc. (1/2023 – present)
- Chief Financial Officer, Ambulnz Holdings LLC division (1/2020 – 12/2022)

Responsible for all Finance functions for mobile health company operating in nearly 30 U.S. states and in the UK. Helped take the company public in November 2021. Company revenues have increased from approximately \$50 million in 2019, to more than \$600 million in the twelve months ended December 31, 2024.

AmTrust Financial Services, Inc.

January 2015-December 2019

- Chief Financial Officer, Global Fee Companies

May 2017- December 2019

Responsible for Finance and Strategy functions for a variety of business lines at a Fortune 500 insurance company, including planning and budgeting. Led the divestiture and carve out of several non-core entities, resulting in proceeds to AmTrust in excess of \$1 billion. Oversaw several cost-cutting initiatives which resulted in annual savings of more than \$20 million.

- President, Toco Warranty Corp.

January 2015 - May 2017

Responsible for all aspects of Toco, AmTrust's Los Angeles-based direct-to-consumer marketer of vehicle service contracts (VSCs). Initiated TV and radio advertising campaigns, with monthly marketing spend peaking above \$1MM. Tripled active customer base, while increasing the average lifetime value per customer. Launched web site, allowing for online quoting and sign-up. Sales headcount expanded from 18 to 82, after buildout of second call center location in Denver, as Toco became one of the largest and best-recognized companies in its industry. Implemented a metrics-centric approach to the business, allowing for quantitatively-driven decision making. From August 2016 through May 2017, was also responsible for all of AmTrust's direct-to-consumer business lines and initiatives, which involved four additional business lines.

KDDI Global LLC

March 2009 – December 2014

Chief Financial Officer

Served as Chief Financial Officer of KDDI Global, the U.S. subsidiary of KDDI Corp., Japan's 2nd-largest telecom company, with responsibility for all Finance and Administrative functions. Specific areas of responsibility included strategic planning/budgeting, financial reporting and analysis, performance management, management of the company's banking relationship, working capital procurement and management, billing and collections, legal/regulatory/compliance (including contracts and FCC audits) and human resources. Partnered with the CEO to drive revenue growth of approximately 15% annually, as KDDI Global grew to be one of the top 10 wholesale carriers in the world. At the same time, gross margins expanded, leading to a significant increase in net income over that period. Improved KDDI Global's balance sheet, via the implementation of active working capital management processes, with an emphasis on the business' cash cycle.

Completed the acquisition of two telecommunications companies, for a combined purchase price of approximately \$80MM.

Platinum Energy Resources

July 2008 – February 2009

Director

Served as an independent member of the Board of Directors of a publicly-traded oil/gas exploration and production company. Participated in a restructuring of the company's management team.

Marsh & McLennan Companies (NYSE: MMC)
Marsh, Inc.
Chief Financial Officer, North America

August 2007 – October 2008

Managed a team of more than 300 finance professionals (including 10 direct reports) located throughout the U.S. and Canada, for a Fortune 500 Insurance Broker.

Designed and implemented rigorous control policies relating to various expense categories, resulting in significant declines in discretionary spending. The expense reduction was the key driver in a \$100MM+ turnaround in the performance of Marsh's U.S. business, which generated net operating income of approximately \$40MM in 2008, after losing \$60MM in 2007, despite flat revenues.

Implemented a formal monthly forecasting process, which included management review meetings.

IDT Corporation, Newark, NJ (NYSE:IDT)

October 1999 – July 2007

- Chief Financial Officer, IDT Telecom

May 2001 – July 2007

At IDT's principal operating subsidiary, managed a global team of approximately 130 finance professionals (including 5 direct reports), located in the U.S., Western Europe, Latin America and Asia. Part of a management team that grew IDT Telecom into one of the telecommunications industry's largest independent companies (#3 carrier of outbound U.S. minutes). After generating negative cash flow of more than \$150 million in Fiscal Year 2001, IDT Telecom generated over \$150 million in aggregate free cash flow in Fiscal Years 2002-06. Revenues increased from \$1.2 billion in FY 2001 to \$2.1 billion in FY 2006, representing a 12% compounded annual growth rate (CAGR). Gross margins improved from 12.3% in FY 2001 to 22.4% in FY 2006. Participated in process of divesting business lines in Russia and the UK, resulting in aggregate proceeds of approximately \$200 million.

- Managing Director, Consumer Phone Services

August 2005 – January 2006

While serving as CFO of IDT Telecom, took over leadership of the company's Consumer Phone Services division. Built ROI-based models to determine required levels of customer acquisition cost. Made decisions on all aspects of the business, including the marketing budget and approach. Built the business to a peak of more than 600,000 customers, and \$25 million in monthly revenue.

- Vice President of Capital Markets

October 1999 – May 2001

As director of IDT's Investor Relations department, was the company's primary liaison with the investment community, including research analysts and institutional investors. Prepared IDT's SEC filings (10K, 10Q, etc.) and quarterly earnings press releases, and, along with IDT's executives, conducted quarterly conference calls with investors, served as IDT's primary point of contact with various investment banks, relating to potential financings and M&A activity.

Standard & Poor's Equity Group, New York, NY

June 1995 – September 1999

Research Analyst, Industry Analyst, Investment Officer, Senior Investment Officer

Responsible for making investment recommendations and writing research reports for a wide variety of energy stocks, focused primarily on the Oil & Gas Industry. Coverage universe included Integrated Oil companies, Independent Exploration and Production companies, Independent Refining and Marketing companies, Oil Services companies and Drilling companies. Frequent media appearances/quotes, including television, radio and printed media, relating to Energy industry stocks, issues and trends. Responsible for recommending ongoing investment weighting for the Energy sector in S&P Equity Group's model portfolios.

Degrees/Certifications/Other

Received Chartered Financial Analyst (CFA) designation

August 1998

Johns Hopkins University, Baltimore, MD
MS, Business

May 1995

Ner Israel College, Baltimore, MD
BA, Talmudic Law

June 1991

Affirmation of Fitness and Competency

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Primary Care Ambulance Corp.	0676
Name of EMS Agency	NYS EMS Agency Code
Ambulnz NY6, LLC	
Full Name of Corporate Entity requiring F&C review as a new owner/operator	
Samuel Mezrahi	VP-Operations
Full Name of Individual	Title
[REDACTED]	
Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator	
[REDACTED]	[REDACTED]
Social Security Number (this is not releasable under the provisions of FOIL)	Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

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REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Samuel Mezrahi

Full Name

Signature

Date

10-20-25

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Samuel Mezrahi

Full Name

Signature

Date

10-20-25

Notary Public Affirmation and Acknowledgement

Stephen Sugrue

Notary Public Name

Signature

Date

10/20/25



Please affix Notary Public Stamp or equivalent.

Samuel Mezrahi



EXECUTIVE SUMMARY

Veteran EMS executive with over 35 years of experience in emergency medical services, operations leadership, and business development. Proven track record of scaling ambulance operations, managing crisis response, and delivering high-performance medical transportation services. Skilled in building and leading teams, integrating systems, and forging public-private partnerships. Adept at driving growth, ensuring compliance, and delivering operational excellence at scale.

PROFESSIONAL EXPERIENCE

Ambulnz | New York, NY

Vice President of Operations

2022 – Present

- Lead all EMS operations across New York City and Long Island, overseeing staffing, compliance, logistics, and partnerships.
- Designed and executed large-scale transport systems for major NYC healthcare providers.
- Spearheaded pandemic response logistics during COVID-19, ensuring service continuity under crisis conditions.

General Manager, New York Metropolitan Area

2017 – 2022

- Oversaw Ambulnz integration post-acquisition of First Response Ambulance.
- Managed daily operations, optimized resource allocation, and improved response times.
- Maintained high levels of service quality and customer satisfaction in a high-volume urban environment.

First Response Ambulance | New York, NY**Chief Operating Officer**

2002 – 2017

- Founded and scaled First Response from a single ambulance to a 35-unit fleet.
- Built Special Operations Division providing EMS for high-profile concerts, sporting events, and large-scale gatherings.
- Secured and maintained Five Borough NYS DOH ambulance certification.
- Established First Response as the premier EMS provider for the NY sports and entertainment industry.

Metropolitan Ambulance | New York, NY**Senior Director, Sales & Marketing**

1995 – 2002

- Developed and executed strategic marketing initiatives that expanded client base and regional footprint.
- Played instrumental role in integrating MetroCare into the NYC 911 EMS system for Community Hospital in Brooklyn (33B and 33U 911 Designations).

Dispatcher & Dispatch Supervisor

1992 – 1995

- Supervised 24/7 EMS dispatch operations, ensuring accuracy and timeliness in response coordination.
- Trained and managed dispatch personnel.
- Ensured adherence to contractual on-time obligations for clients.

Emergency Medical Technician (EMT)

1987 – 1992

- NYS Certified Emergency Medical Technician #105352
- Delivered frontline pre-hospital care in high-pressure environments across NYC.

KEY SKILLS

- EMS Operations Management
- Crisis & Incident Response
- Strategic Planning & Execution

- Regulatory Compliance (NYS DOH, EMS)
- Team Leadership & Training
- Business Development & Partnerships
- Dispatch & Logistics Systems
- Special Event Medical Services

NEW
YORK
STATE

Department
of Health

Bureau of EMS and Trauma Systems
EMS Provider Certification

Provider: Mezrahi, Samuel

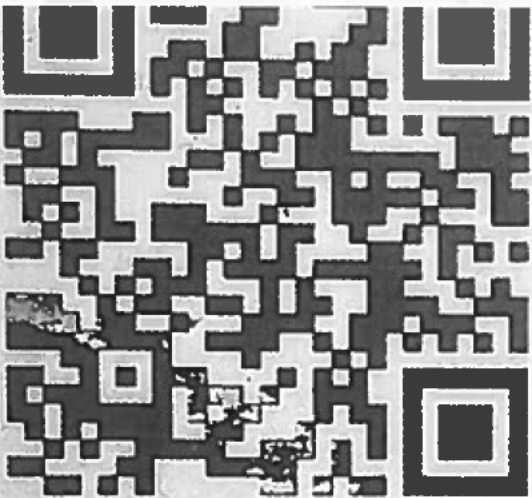
Level: EMT

State #: 105352

EXP: 10/31/2026

James V. McDonald
James V. McDonald, MD, MPH
Commissioner of Health

Ryan P. Greenberg
Ryan P. Greenberg, NRP
Director, Bureau of EMS



EMT MEZRAHI

This card is only valid with a government issued ID and should be verified at health.ny.gov/ems/validation



Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PERMIT

CASE: 31563

DATE: August 27, 2020

**AZ AMBULETTE, LLC
35 W 35th St, 5th Floor
New York, NY 10001**

This Permit is evidence of the above-named carrier's authority to engage in transportation as a contract carrier of passengers by motor vehicle as follows:

Transit disabled persons, as defined in 17 NYCRR Section 975.4(k), between all points in New York City, Delaware, Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, Sullivan, Ulster and Westchester Counties, pursuant to its Medicaid Provider Number which has been issued by the New York State Department of Health.

This Permit will be in effect as long as the carrier is in compliance with State law and Department requirements and is subject to any terms, conditions and limitations as are now, or may later be attached to this privilege.

Failure to meet these conditions will constitute grounds for the suspension or revocation of this Permit.

Any change in ownership must have the prior written approval of the Department. Any change in the address of the carrier must be reported in writing to the Department within 10 days of the change taking place.

By the Office of Modal Safety & Security

REFERENCE: TRANSFER APPLICATION FILED ON MAY 23, 2019.



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

CERTIFICATE

CASE: 29153

DATE: November 25, 2020

**Century Ambulance Service, Inc.
d/b/a Century 1 Medical Transportation TM
35 West 35th St., 5th Floor
New York, NY 10001**

This Certificate is evidence of the above-named carrier's authority to engage in transportation as a common carrier of passengers by motor vehicle as follows:

Persons who are transit disabled, as defined in 17 NYCRR Section 975.4(k), between all points in the City of New York, Nassau and Suffolk Counties.

This Certificate will be in effect as long as the carrier is in compliance with State law and Department requirements and is subject to any terms, conditions and limitations as are now, or may later be, attached to this privilege.

Failure to meet these conditions will constitute grounds for the suspension or revocation of this Certificate.

Any change in ownership must have the prior written approval of the Department. Any change in the address of the carrier must be reported in writing to the Department within 10 days of the change taking place.

By the Office of Modal Safety & Security

REFERENCE: JOINT APPLICATION FOR TRANSFER OF STOCK FILED ON OCTOBER 21, 2019.

Agency Code Number: 0668

Issued: 12/3/2024

Expires: 12/31/2026

NEW YORK STATE DEPARTMENT OF HEALTH

Ambulance Service Certificate



Ambulnz NY3, LLC
DBA: DOCGO



*is hereby certified as a New York State ambulance service in
accordance with the provisions of Article 30 of the
Public Health Law*

PRIMARY TERRITORY:

Five Boroughs of New York City

A handwritten signature in black ink, reading "Lynn Greenbaum".

Emergency Medical Services Program

A handwritten signature in black ink, reading "Lynn McCallister MD MPH".

Commissioner of Health

This certificate may be revoked, suspended, limited or annulled for violation of the Public Health Law

THIS CERTIFICATE IS NOT TRANSFERABLE**Keep conspicuously posted**

DOH-3414 (8/91)

No. 38835



Ambulnz NY, LLC

DBA: First Response Ambulance

DBA: DOCGO



NEW YORK STATE DEPARTMENT OF HEALTH Ambulance Service Certificate

*is hereby certified as a New York State ambulance service in
accordance with the provisions of Article 30 of the
Public Health Law*

PRIMARY TERRITORY:
New York, Kings, Richmond, Nassau, & Suffolk Countiesside districts) Saratoga Hospital

A handwritten signature in black ink, reading "Ryan Greenbaum".

Emergency Medical Services Program

A handwritten signature in black ink, reading "Lisa M. DeBorja".

Commissioner of Health

This certificate may be revoked, suspended, limited or annulled for violation of the Public Health Law

THIS CERTIFICATE IS NOT TRANSFERABLE

Keep conspicuously posted

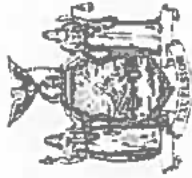
Agency Code Number: 0407

Issued: 11/29/2024

Expires: 12/31/2026

NEW YORK STATE DEPARTMENT OF HEALTH

Ambulance Service Certificate



Ambulnz NY2, LLC

DBA: Ambulnz; DocGo; First Response Ambulance

DBA: EMS Direct; Putnam County EMS

is hereby certified as a New York State ambulance service in accordance with the provisions of Article 30 of the

Public Health Law



PRIMARY TERRITORY:

Countries of Rockland, Orange, Ulster, Sullivan, Dutchess, Putnam, Westchester, Delaware, Rensselaer and Warren Counties. In Albany County, the Cities of Cohoes, Watervliet & Albany, Village of Green Island. In Saratoga County Town of Waterford, Village of South Glens Falls, Saratoga Hospital, City of Saratoga Springs, Inside and Outside District and the Town of Greenfield

Egon Greenberg

Emergency Medical Services Program

Eric McQuinn

Commissioner of Health

This certificate may be revoked, suspended, limited or annulled for violation of the Public Health Law

THIS CERTIFICATE IS NOT TRANSFERABLE

Keep conspicuously posted

DOH-3414 (8/91)

No. 38831

OFFICERS LIST

Company	Officers
DocGo Inc.	Lee Bienstock, Chief Executive Officer and President Norman Rosenberg, Chief Financial Officer and Treasurer Ely Tendler, General Counsel and Secretary
Ambulnz, Inc.	Lee Bienstock, Chief Executive Officer and President Norman Rosenberg, Chief Financial Officer and Treasurer Ely Tendler, General Counsel and Secretary
Ambulnz Holdings, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz WI, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Exceptional Medical Transportation, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Government Medical Services, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz AL, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz GA, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz NY, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz NY 2, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz NY 3, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
AZ Ambulette, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz NY 5, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz NY 6, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz PA2, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz CO, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz RE 1, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz TN, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Dara Technologies, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
DocGo EMS Training Center, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Rapid Reliable Care CA Transport, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz Institute for Pre-Hospital Medicine LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer

← applicant

Company	Officers
LabGo Holdings, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
DocGo Mobile Health Supplies, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Professional Technicians, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Rapid Reliable Care by DocGo, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz UK, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz-FMC North America LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ryan Bros. Fort Atkinson, LLC	Lee Bienstock, Chief Executive Officer
Ryan Bros. Ambulance, LLC	Norman Rosenberg, Chief Financial Officer
Rapid Temps, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Rapid Reliable Care CA by DocGo, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Rapid Reliable Care NY by DocGo, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Rapid Reliable Care FL by DocGo, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Healthworx LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz UK LTD	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Andre Oberholzer, Director Natalie Lamb, Director Adrian Burns, Director
Ambulnz TX, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
AF DE LNZ, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Century Ambulance Service Inc	Lee Bienstock, Chief Executive Officer and President Norman Rosenberg, Chief Financial Officer and Treasurer Ely Tendler, General Counsel and Secretary
AF WI LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz Community Partners Ltd	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Andre Oberholzer, Director Natalie Lamb, Director Adrian Burns, Director
Community Ambulance Service Ltd	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Andre Oberholzer, Director Natalie Lamb, Director Adrian Burns, Director

Company	Officers
Location Medical Services Limited	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Andre Oberholzer, Director Natalie Lamb, Director Adrian Burns, Director
EMS DIRECT, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
AF WI LN2, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
LH Ambulance, Inc	Lee Bienstock, Chief Executive Officer and President Norman Rosenberg, Chief Financial Officer and Treasurer Ely Tendler, General Counsel and Secretary
CRMS DG, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Richard Glaim, Managing Partner Tamara Bazar, Managing Partner
Ambulnz NJ-PA, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Laurence Merlis, Executive Vice President
Cardiac RMS LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Richard Glaim, Managing Partner Tamara Bazar, Managing Partner
Virtual Care Management, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Heartwatch Solutions, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer Richard Glaim, Managing Partner Tamara Bazar, Managing Partner
Ambulnz NJ, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz PA, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Ambulnz-PA WC, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer
Clarion Medical, LLC	Lee Bienstock, Chief Executive Officer Norman Rosenberg, Chief Financial Officer

DocGo Inc

Ambulnz Ownership %

Subsidiary

Parent
DocGo Inc.

Ownership %
100%

Ambulnz, Inc.

100%

Ambulnz Holdings, LLC

100%

Ryan Bros. Fort Atkinson, LLC
Ryan Bros. Ambulance, LLC
Rapid Teams, LLC

100%

Ambulnz WI, LLC
Exceptional Medical Transportation, LLC
Government Medical Services, LLC
Ambulnz AL, LLC
Ambulnz GA, LLC
Ambulnz NY, LLC
Ambulnz NY 2, LLC
Ambulnz NY 3, LLC
AZ Ambulette, LLC
Ambulnz NY 5, LLC
Ambulnz NY 6, LLC
Ambulnz PA2, LLC
Ambulnz CO, LLC
Ambulnz BE 1, LLC
Ambulnz TN, LLC
Dara Technologies, LLC
DocGo EMS Training Center, LLC
Rapid Reliable Care CA Transport, LLC
Ambulnz Institute for Pre-Hospital Medicine LLC
Labgo Holdings, LLC
DocGo Mobile Health Supply, LLC
Professional Technicians, LLC

Rapid Reliable Care by DocGo, LLC
Ambulnz UK, LLC
Ambulnz FMIC North America, LLC

100%
100%
100%

Rapid Reliable Care CA by DocGo, LLC
Rapid Reliable Care NY by DocGo, LLC
Rapid Reliable Care FL by DocGo, LLC
Healthwyrz LLC
Ambulnz UK LTD
Ambulnz TX, LLC
AF DE LNZ, LLC
Century Ambulance Service Inc
AF WI LLC

Joint Ventures

Ambulnz Holdings LLC
51% & GTR Parent, LLC
49%

51%

CHMS DG, LLC

100%

Crediac RMS LLC
Virtual Care Management, LLC

100%

Heartwatch Solutions, LLC

Ambulnz Holdings, LLC
50% & TUL 50% JV

50%

Ambulnz NJ-PA, LLC

100%

Ambulnz NJ, LLC
Ambulnz PA, LLC
Ambulnz-PA WC, LLC

100%

Carion Medical, LLC

Exc

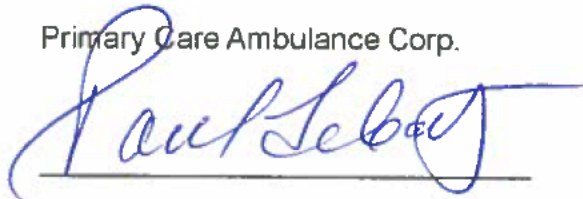
Statement of Purpose and Intent

The Purpose of this Application is to ask the New York City REMSCO to find Ambulnz NY6 LLC dba DocGo fit and competent to acquire the assets of Primary Care Ambulance Corp. including its ambulance operating certificate held under Agency Code 0676.

After all approvals have been received, it is the intent of the Parties to finalize the transfer of substantially all of the assets of Primary Care Ambulance Corp. to Ambulnz NY6 LLC dba DocGo so that Ambulnz NY 6 LLC dba DocGo may operate a full service EMS and ambulance transport service. Ambulnz NY6 LLC dba DocGo will provide both emergency and non-emergency ambulance services at the ALS and BLS levels as part of the DocGo network. Ambulnz NY6 LLC intends to continue to serve the facilities and individuals previously served by Primary Care Ambulance Corp. and plans to provide them the highest levels of service.

Should NYCREMSCO have questions regarding this Purpose and Intent, we would be more than happy to address the same.

Primary Care Ambulance Corp.

A handwritten signature in blue ink, appearing to read "Paul Lebowitz", is written over a horizontal line.

By: Paul Lebowitz, Pres.

Ambulnz NY6, LLC dba DocGo

A solid horizontal line intended for a signature.

By: Lee Bienstock, CEO

This document may be executed in counterparts.

Statement of Purpose and Intent

The Purpose of this Application is to ask the New York City REMSCO to find Ambulnz NY6 LLC dba DocGo fit and competent to acquire the assets of Primary Care Ambulance Corp. including its ambulance operating certificate held under Agency Code 0676.

After all approvals have been received, it is the intent of the Parties to finalize the transfer of substantially all of the assets of Primary Care Ambulance Corp. to Ambulnz NY6 LLC dba DocGo so that Ambulnz NY 6 LLC dba DocGo may operate a full service EMS and ambulance transport service. Ambulnz NY6 LLC dba DocGo will provide both emergency and non-emergency ambulance services at the ALS and BLS levels as part of the DocGo network. Ambulnz NY6 LLC intends to continue to serve the facilities and individuals previously served by Primary Care Ambulance Corp. and plans to provide them the highest levels of service.

Should NYCREMSCO have questions regarding this Purpose and Intent, we would be more than happy to address the same.

Primary Care Ambulance Corp.

Ambulnz NY6, LLC dba DocGo

By: Paul Lebowitz, Pres.



By: Lee Bienstock, CEO

This document may be executed in counterparts.

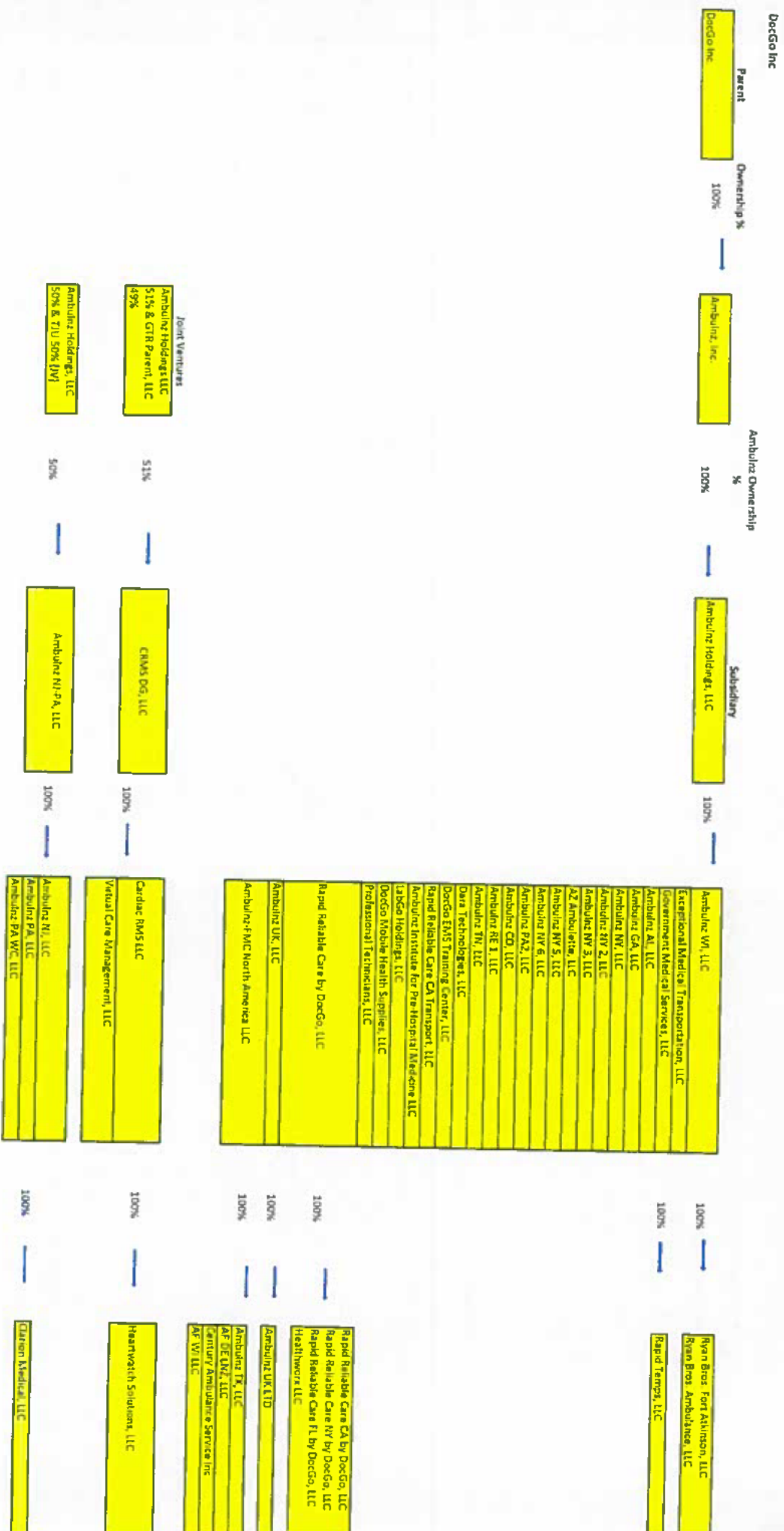
ExD

Resume of New Owner

Ambulnz NY 6, LLC was formed for the purpose of acquiring the assets of Primary Care Ambulance Corp. in accordance with the terms and conditions set forth in the ASA appearing in this application. As such, it has no operational history of its own. However, as is set forth in the attached Organizational Chart, the parent companies and affiliates of Ambulnz NY6, LLC have experience in the medical transportation industry across the country.

In New York, Ambulnz NY LLC first began operations in the state when it acquired its Ambulance Operating Authority from Century Ambulance in early 2017, with its Certificate being issued on January 27, 2017. Ambulnz NY 2 LLC acquired its Ambulance Operating Authority through the bankruptcy courts as a result of the TransCare bankruptcy. Ambulnz NY2, LLC expanded its operating territory when Troy Ambulance Service, Inc. dba Empire Ambulance's assets were acquired. Ambulnz NY3, LLC continued the pattern of growth when it acquired First Response Ambulance..

Please see the attached Organizational Chart for the complete scope of related operations across the country.



Ex E

List of Owners, Officers and Directors of Ambulnz NY6, LLC post transfer

Lee Bienstock will be the CEO

Norman Rosenberg will be the CFO

The Sole Member of Ambulnz NY6, LLC will be Ambulnz Holdings LLC

Ex F

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for AMBULNZ NY 6, LLC, File Number 250321003851 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 21, 2025.

WALTER T. MOSLEY
Secretary of State

Brandon C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State



Authentication Number: 100007702847 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

**ARTICLES OF ORGANIZATION
OF
AMBULNZ NY 6, LLC
Under Section 203 of the Limited Liability Company Law**

- FIRST:** The Name of the limited liability company is: **AMBULNZ NY 6, LLC**
- SECOND:** The county, within this state, in which the office of the limited liability company is to be located is **NEW YORK**
- THIRD:** The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:
**BUSINESS FILINGS INCORPORATED
187 WOLF ROAD
SUITE 101
ALBANY, NY 12205**
- FOURTH:** The limited liability company designates the following as its registered agent upon whom process against it may be served within the State of New York is:
**BUSINESS FILINGS INCORPORATED
187 WOLF ROAD
SUITE 101
ALBANY, NY 12205**
- FIFTH:** The limited liability company is to be managed by: **One or more members**
- SIXTH:** The limited liability company shall have a perpetual existence.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

LEE H. BIENSTOCK (Signature)

**LEE H. BIENSTOCK, ORGANIZER
685 THIRD AVENUE, 9TH FLOOR**

Filed with the NYS Department of State on 03/21/2025 Filing Number: 250321003851 DOS ID: 7566181

NEW YORK, NY 10017

Filed by:

BUSINESS FILINGS INCORPORATED
525 JUNCTION RD
SUITE 5000
MADISON, WI 53717

Filed with the NYS Department of State on 03/21/2025
Filing Number: 250321003851 DOS ID: 7566181

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : AMBULNZ NY 6, LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7566181
FILE DATE : 03/21/2025
FILE NUMBER : 250321003851
TRANSACTION NUMBER : 202503210004257-4314804
EXISTENCE DATE : 03/21/2025
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : BUSINESS FILINGS INCORPORATED
187 WOLF ROAD, SUITE 101
ALBANY, NY, 12205, USA

**ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS :** N/A

REGISTERED AGENT : BUSINESS FILINGS INCORPORATED
187 WOLF ROAD, SUITE 101
ALBANY, NY, 12205, USA

FILER : BUSINESS FILINGS INCORPORATED
525 JUNCTION RD, SUITE 5000
MADISON, WI, 53717, USA

SERVICE COMPANY : BUSINESS FILINGS INCORPORATED
SERVICE COMPANY ACCOUNT : M9
CUSTOMER REFERENCE : 3970562

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100007702848

TOTAL FEES:	\$210.00	TOTAL PAYMENTS RECEIVED:	\$210.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$210.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00



Division of Corporations,
State Records and
Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

AMENDED CERTIFICATE OF
ASSUMED NAME OF

Ambulnz NY 6, LLC

(Insert Current Real Name of Entity)

Under Section 130 of the General Business Law

1. The current real name of the entity is: Ambulnz NY 6, LLC
2. *(Foreign entities only)* If applicable, the fictitious name the entity has agreed to use in New York State is: _____
3. If the current real name of the entity is different from the real name listed on the last preceding filing with respect to this assumed name, the previous real name of the entity listed was: _____
4. The assumed name listed on the last preceding filing with respect to this assumed name was: DocGo
- 5a. The date the original Certificate of Assumed Name was filed: 08/26/2025
- 5b. The DOS Assumed Name ID is: 7695159
6. If applicable, the date the last Amended Certificate of Assumed Name was filed is: _____
7. The following change(s) are being made:
 - ☐ Entity real name
 - ☐ Assumed name
 - ☐ Location of principal place of business
 - ☒ County(ies) in which the entity does or intends to do business
 - ☐ Location(s) where the entity carries on or conducts or transacts business in New York State

8. The text of the Certificate of Assumed Name is amended to read in its entirety as follows:

FIRST: The real name of the entity is:

AMBULNZ NY 6, LLC

SECOND: *(Foreign entities only)* If applicable, the fictitious name the entity has agreed to use in New York State is:

THIRD: The entity was formed or authorized to do business/conduct activities in New York State under the following law: *(Check one)*

- | | |
|---|--|
| ☐ Business Corporation Law | ☐ Not-for-Profit Corporation Law |
| ☐ Education Law | ☐ Revised Limited Partnership Act |
| ☐ Insurance Law | ☐ Other (specify law): _____ |
| ☒ Limited Liability Company Law | |

FOURTH: The assumed name of the entity is:

DOCGO

FIFTH: The location including number and street, if any, of the entity's principal place of business in New York State. If none, provide the out-of-state address of the entity's principal place of business:

685 Third Avenue, 9th Floor

New York, New York 10017

SIXTH: The county(ies) in which the entity does business or intends to do business: *(Check all the applicable box(es))*

☐ ALL COUNTIES

- | | | | | | | |
|--------------------------------------|-----------------------------------|-------------------------------------|--|--|--------------------------------------|--------------------------------------|
| ☐ Albany | ☐ Clinton | ☐ Genesee | ☐ Monroe | ☐ Orleans | ☐ Saratoga | ☐ Tompkins |
| ☐ Allegany | ☐ Columbia | ☐ Greene | ☐ Montgomery | ☐ Oswego | ☐ Schenectady | ☐ Ulster |
| ☐ Bronx | ☐ Cortland | ☐ Hamilton | ☐ Nassau | ☐ Otsego | ☐ Schoharie | ☐ Warren |
| ☐ Broome | ☐ Delaware | ☐ Herkimer | ☒ New York | ☐ Putnam | ☐ Schuyler | ☐ Washington |
| ☐ Cattaraugus | ☐ Dutchess | ☐ Jefferson | ☐ Niagara | ☐ Queens | ☐ Seneca | ☐ Wayne |
| ☐ Cayuga | ☐ Erie | ☐ Kings | ☐ Oneida | ☐ Rensselaer | ☐ Steuben | ☐ Westchester |
| ☐ Chautauqua | ☐ Essex | ☐ Lewis | ☐ Onondaga | ☒ Richmond | ☐ Suffolk | ☐ Wyoming |
| ☐ Chemung | ☐ Franklin | ☐ Livingston | ☐ Ontario | ☐ Rockland | ☐ Sullivan | ☐ Yates |
| ☐ Chenango | ☐ Fulton | ☐ Madison | ☐ Orange | ☐ St. Lawrence | ☐ Tioga | |

SEVENTH: The location including number and street, if any, of each place where the entity carries on, conducts or transacts business in New York State: *(The address(es) must include a number and street, city, state and zip code. The address(es) must be within the county(ies) indicated in paragraph SIXTH.)* If none, check this box ☐

685 Third Avenue, 9th Floor, New York, New York 10017

Print or Type Lee H. Bienstock, CEO of Ambulnz, Inc., Member
Name of Signer of Ambulnz Holdings, LLC Signature: /s/ Lee H. Bienstock

Capacity of Signer (Check one): ☐ Authorized Person ☐ Officer of the Corporation ☐ General Partner of the Limited Partnership
☒ Member of the Limited Liability Company ☐ Manager of the Limited Liability Company

AMENDED CERTIFICATE OF ASSUMED NAME OF

Ambulnz NY 6, LLC

(Insert Current Real Name of Entity)

Under Section 130 of the General Business Law

Filer's Name and Mailing Address:

Chris Das

Name

Business Filings Incorporated

Company, if Applicable

525 Junction Rd, Suite 5000

Mailing Address

Madison, WI 53717 Drawdown #M9

City, State and Zip Code

NOTES:

1. This form was prepared by the New York State Department of State. You are not required to use this form. You may draft a form or obtain a form from a legal form company. If this form is not suitable for your needs, you may draft your own form.
2. **Instructions for signing:**
If a corporation, by an officer; if a limited partnership, by a general partner or; if a limited liability company, by a member or manager. An authorized person or attorney-in-fact for such corporation, limited partnership or limited liability company may also sign the certificate.
3. The Department of State recommends that this certificate be prepared under the guidance of an attorney.
4. **Filing Fee:**
 - a. Limited Liability Companies \$25.
 - b. Limited Partnerships - \$25.
 - c. Corporations - \$25 plus the additional fee for each county. The additional fee for each county within New York City (Bronx, Kings, New York, Queens and Richmond) is \$100. The additional fee for each county outside New York City is \$25.
5. Make checks payable to the "Department of State".
6. All checks over \$500 must be certified.

For Office Use Only

**NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
ASSUMED NAME FILING RECEIPT**

ENTITY NAME : AMBULNZ NY 6, LLC
DOCUMENT TYPE : CERTIFICATE OF ASSUMED NAME AMENDMENT

DOS ID NUMBER : 7566181
ENTITY TYPE : DOMESTIC LIMITED
LIABILITY COMPANY
ASSUMED NAME : DOCGO
ASSUMED NAME ID NUMBER : 7695159
FILE DATE : 09/09/2025
FILE NUMBER : 250909001157
TRANSACTION NUMBER : 202509090000778-4923233



FILER : BUSINESS FILINGS INCORPORATED
525 JUNCTION RD
SUITE 5000
MADISON, WI, 53717, USA
SERVICE COMPANY : BUSINESS FILINGS INCORPORATED
SERVICE COMPANY ACCOUNT : M9

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100008727141

TOTAL FEES:	\$55.00	TOTAL PAYMENTS RECEIVED:	\$55.00
FILING FEE (Includes County Fees):	\$25.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$5.00	DRAWDOWN ACCOUNT:	\$55.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00

Ex G

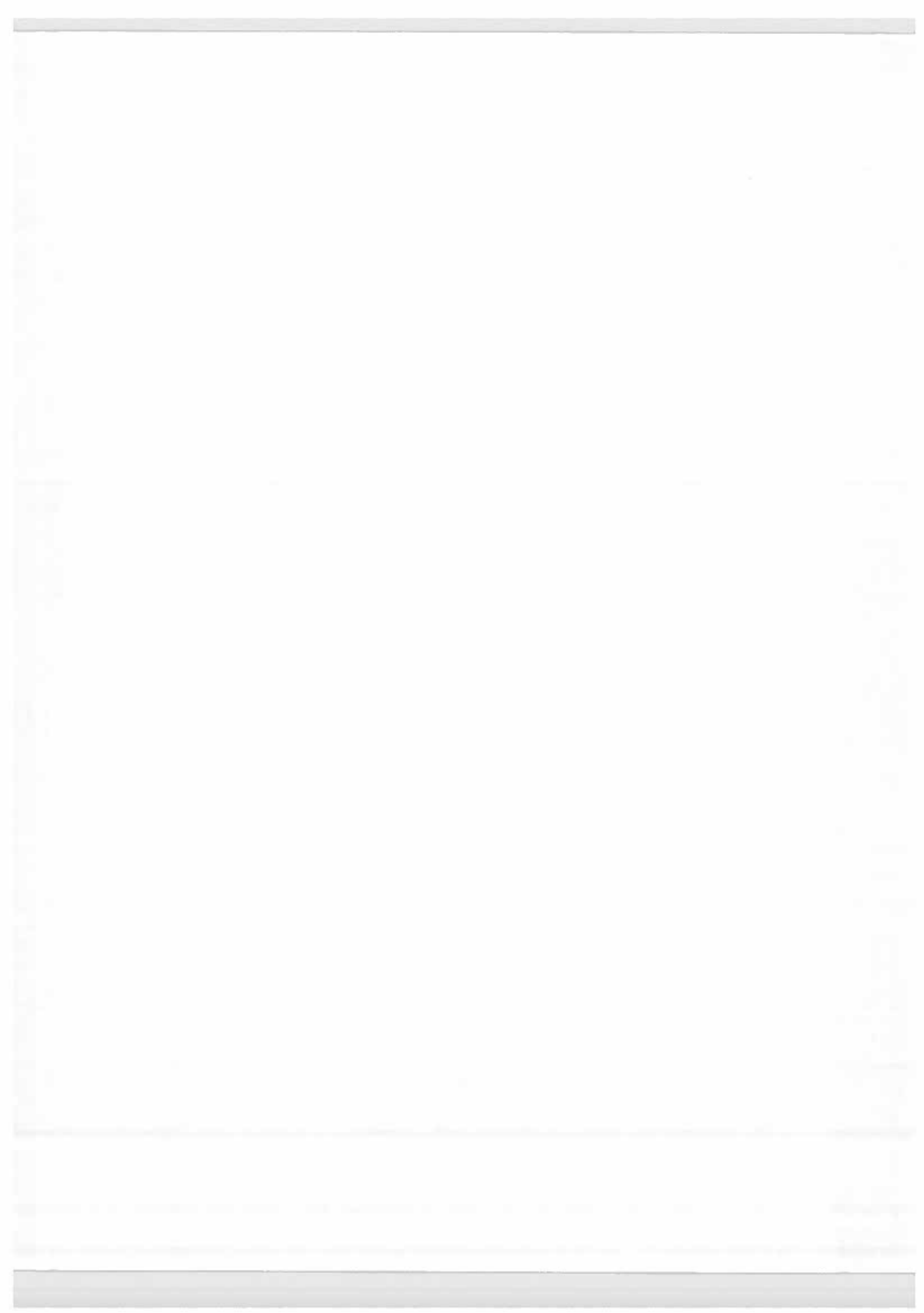
Deficiency Notices and Malpractice Actions (Ambulnz NY6, LLC)

Supplemental Statement of No Continuing Uncorrected Patient Care Violations

Ambulnz NY6, LLC dba DocGo has no operational history and therefore no Deficiency Notices or Malpractice Actions.

Supplemental Statement of Deficiencies

Ambulnz NY 6, LLC together with its parent company Ambulnz Holdings, LLC and their parent companies, subsidiaries and affiliates are in material compliance with PHL Section 3005. They have not been found to have violated any laws in any jurisdiction that (i) threatened to directly affect the health, safety or welfare, and (ii) were recurrent or were not promptly corrected. They have not been convicted of a crime or pleaded nolo contendere to a felony charge in any jurisdiction involving murder, manslaughter, assault, sexual abuse, theft, robbery, fraud, embezzlement, drug abuse or sale of drugs and (b) are not or were not subject to a state or federal administrative order relating to fraud or embezzlement in any jurisdiction.



Ex H

Statement of Current Ownership; Officers, Directors and Owners Primary Care Ambulance Corporation

Paul Lebowitz is the sole owner, officer and director of Primary Care Ambulance Corp.

Ex I

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: PRIMARY CARE AMBULANCE CORPORATION

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS)
NAME

COUNTY: RICH

SERVICE COMPANY: CORPORATION SERVICE COMPANY

SERVICE CODE: 45

=====

FILED:05/22/2002 DURATION:***** CASH#:020522000116 FILM #:020522000114

ADDRESS FOR PROCESS

REGISTERED AGENT



=====

FILER	FEES	170.00	PAYMENTS	170.00
-----	----		-----	
	FILING	60.00	CASH	0.00
COHEN TAUBER SPIEVACK & WAGNER LLP	TAX	0.00	CHECK	0.00
SUITE 1903 19TH FLOOR	CERT	0.00	CHARGE	0.00
757 THIRD AVENUE	COPIES	10.00	DRAWDOWN	170.00
NEW YORK, NY 10017	HANDLING	100.00	BILLED	0.00
			REFUND	0.00

=====

591410MPJ

DOS-1025 (11/89)

029522010

CSC 45

2002 MAY 22 10:15

CERTIFICATE OF AMENDMENT

OF

ALL ISLAND AMBULANCE SERVICES CORP.

Under Section 805 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 22 2002

TAX \$

BY.

Jay Rich.

FILED BY:

COHEN TAUBER SPIEVACK & WAGNER LLP
Suite 1903 19th Floor
757 Third Avenue
New York, NY 10017

Cust. Ref#591410MPJ

116

2

✓ 020522110 114

688 45

Certificate of Amendment of the Certificate of Incorporation
of

ALL ISLAND AMBULANCE SERVICES CORP.

Under Section 805 of the Business Corporation Law

It is hereby certified that:

FIRST: The name of the corporation is All Island Ambulance Services Corp.

SECOND: The certificate of incorporation of the corporation was filed by the Department of State on April 25, 2002.

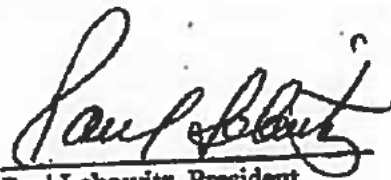
THIRD: The amendment of the certificate of incorporation of the corporation effected by this certificate of amendment is to change the name of the corporation.

FOURTH: To accomplish the foregoing amendment, Article First the certificate of incorporation of the corporation, relating to the name of corporation, is hereby amended to read as follows:

The name of the corporation is PRIMARY CARE AMBULANCE CORPORATION.

FIFTH: The foregoing amendment of the certificate of incorporation of the corporation was authorized by the consent in writing of the member of the Board of Directors of the corporation, followed by the written consent of holders of outstanding shares of the corporation entitled to vote on the said amendment of the certificate of incorporation, having not less than the minimum requisite proportion of votes, which has been given in accordance with Section 615 of the Business Corporation Law. Written notice has been given as and to the extent required by the said Section 615.

Signed on May 16, 2002


Paul Lebowitz, President

State of New York }
Department of State } ss.

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **APR 25 2002**



A handwritten signature in cursive script, appearing to read "H. H. H.", written over a horizontal line.

Special Deputy Secretary of State

F 020425000840

CERTIFICATE OF INCORPORATION
OF
ALL ISLAND AMBULANCE SERVICES CORP.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of Section 402 of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

ALL ISLAND AMBULANCE SERVICES CORP.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation in the State of New York is to be located in the County of Richmond.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is:
Two Hundred (200) shares with a par value of 0.01 each.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

c/o Laurence Tauber
757 Third Avenue Suite 1903
New York, NY 10017

SIXTH: No director of the corporation shall be personally liable to the corporation or its stockholders for damages for any breach of duty in such capacity except where a judgment or other final adjudication adverse to said director establishes: that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that said director personally gained a financial profit or other advantage to which he was not entitled, or the director's acts violated Section 719 of the New York Business Corporation Law.

Date: April 25, 2002



Kathleen Banker
Incorporator
Corporation Service Company
80 State Street
Albany, NY 12207

F 020425000840

CERTIFICATE OF INCORPORATION

OF

ALL ISLAND AMBULANCE SERVICES CORP.

CSC 45

Section 402 of the Business Corporation Law

Filer: COHEN TAUBER SPIEVACK & WAGNER LLP
SUITE 1903 19TH FLOOR
757 THIRD AVENUE
NEW YORK, NY 10017
Cust. Ref#549353KZB

DRAWDOWN

1cc
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR 25 2002
TAX \$ 10.00
BY: LAP
RICHMOND

FILED
2002 APR 25 PM 3:05

LO: 0 11 22 00 00

3

020425000857



Department of the Treasury
Internal Revenue Service
HOLTSVILLE NY

00501-0038

Date of this notice
Taxpayer Identifying Number
Form

AUG 12, 2002
03-0442307
Tax Period

For assistance you may
call us at

1-800-829-1040

Or you may write to us at
the address shown at the
left. If you write, be
sure to attach the bottom
part of this notice.

PRIMARY CARE AMBULANCE CORPORATION
237 WOODWARD AVE
STATEN ISLAND NY 10314-4236376

NOTICE OF ACCEPTANCE AS AN S-CORPORATION

YOUR ELECTION TO BE TREATED AS AN S-CORPORATION WITH AN ACCOUNTING PERIOD OF DECEMBER IS ACCEPTED. THE ELECTION IS EFFECTIVE BEGINNING APR. 25, 2002, SUBJECT TO VERIFICATION IF WE EXAMINE YOUR RETURN.

IF YOUR EFFECTIVE DATE IS NOT AS REQUESTED, IT WILL HAVE BEEN CHANGED FOR ONE OF TWO REASONS. EITHER YOUR ELECTION WAS MADE AFTER THE 15TH DAY OF THE THIRD MONTH OF THE TAX YEAR TO WHICH IT APPLIES, BUT BEFORE THE END OF THAT TAX YEAR, OR THE ELECTION WHEN SUBMITTED WAS INCOMPLETE, AND REQUESTED INFORMATION WAS RECEIVED AFTER THE FILING PERIOD. IN EITHER CASE, YOUR ELECTION IS INVALID FOR THE TAX YEAR REQUESTED AND HAS THEREFORE, BEEN TREATED AS THOUGH IT WERE MADE FOR THE NEXT TAX YEAR.

PLEASE KEEP THIS NOTICE IN YOUR PERMANENT RECORDS AS VERIFICATION OF YOUR ACCEPTANCE AS AN S-CORPORATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTIONS WE HAVE TAKEN, PLEASE WRITE TO US AT THE ADDRESS SHOWN ABOVE. IF YOU PREFER, YOU MAY CALL US AT THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN EMPLOYEE THERE MAY BE ABLE TO HELP YOU; HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

IF YOU WRITE TO US, PLEASE PROVIDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN CONTACT YOU TO RESOLVE YOUR INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

THANK YOU FOR YOUR COOPERATION.

To make sure that IRS employees give courteous responses and correct information to taxpayers, a second IRS employee sometimes listens in on telephone calls.

Keep this part for your records

Overlay 5 03/01/0489 (Rev 8-91)

Return this part to us with your check or inquiry

Your telephone number

Best time to call



00231

17953-599-01127-2

INTERNAL REVENUE SERVICE
HOLTSVILLE NY 00501-0038

PRIMARY CARE AMBULANCE CORPORATION
237 WOODWARD AVE
STATEN ISLAND NY 10314-4236376

New York State Department of Taxation and Finance - Sales Tax

Certificate of Authority

Identification Number

090442307

(Use this number on all returns and correspondence)



PRIMARY CARE AMBULANCE CORPORATION
237 WOODWARD AVE
STATEN ISLAND, NY 10314-

VOID
VALIDATED
PROCESSING DIV
UNLESS
SALES TAX
07/01/2002
NEW YORK STATE
DEPARTMENT OF TAXATION
AND FINANCE

Is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

This certificate must be prominently displayed in your place of business listed above.
Fraudulent or other improper use of this certificate may cause it to be revoked.
This certificate may not be photocopied or reproduced.

DTF-17 C (3/97)

Ex J

3,402

Agency Code Number: 0676

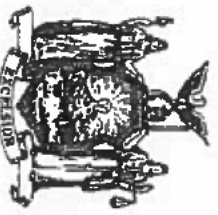
Issued: 10/29/2024

Expires: 11/30/2026

NEW YORK STATE DEPARTMENT OF HEALTH

Ambulance Service Certificate

Primary Care Ambulance Corp.

*is hereby certified as a New York State ambulance service in
accordance with the provisions of Article 30 of the**Public Health Law*PRIMARY TERRITORY:
Richmond County

Emergency Medical Services Program

A handwritten signature in black ink, appearing to read "Stephen Greenbaum".

Commissioner of Health

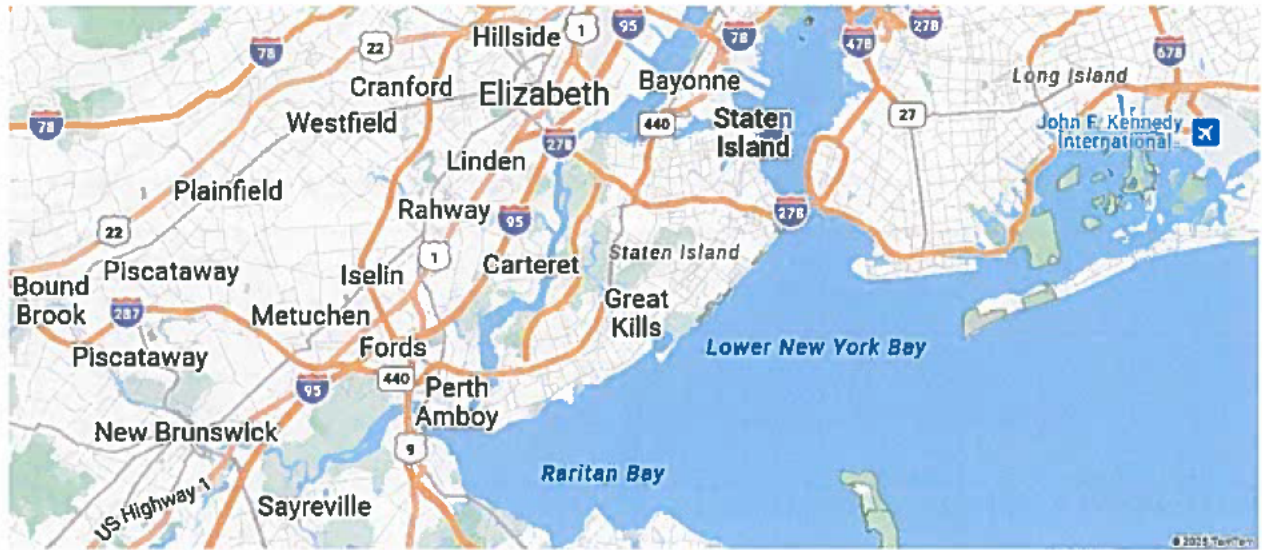
A handwritten signature in black ink, appearing to read "Eric Miller MD".

This certificate may be revoked, suspended, limited or annulled for violation of the Public Health Law

THIS CERTIFICATE IS NOT TRANSFERABLE

Keep conspicuously posted

Ex K



STATEN ISLAND

ASSET PURCHASE AGREEMENT

Dated as of August 6, 2025

by and among

Primary Care Ambulance Corporation,

SELLER,

Paul Lebowitz,

OWNER

and

Ambulnz Holdings, LLC,

BUYER

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and effective as of August 6, 2025 ("Effective Date"), and entered into by and among Primary Care Ambulance Corporation, a New York corporation ("Seller"), Paul Lebowitz, an individual ("Owner" and together with Seller, the "Seller Parties"), and Ambulnz Holdings, LLC, a Delaware limited liability company, or its designee ("Buyer").

RECITALS

WHEREAS, Seller currently operates paramedic ambulance services in Staten Island in the City and State of New York;

WHEREAS, Seller has decided to divest itself of its ambulance line of business in all areas in which Seller is currently licensed (the "Business");

WHEREAS, Seller received from Buyer an offer to purchase all of the assets used to conduct the Business, including the governmentally issued operating authorities and assets necessary for the conduct of the Business, and Seller has accepted Buyer's offer;

WHEREAS, Seller has existing agreements with various health care providers, and others to provide ambulance services;

WHEREAS, Seller has entered into lease agreements with certain landlords and vendors for space and equipment;

WHEREAS, Seller desires to (i) transfer its authority to operate BLS and ALS ambulance services (New York State Department of Health License # 0676) (the "Operating License"); (ii) sell the assets owned by Seller and used to conduct the Business to Buyer; (iii) subject to the consent of the other party to the services agreements, if any, assign its rights and delegate its duties under certain services agreements with health care providers, and other parties to Buyer; and (iv) subject to the consent of the other party to the lease agreement, assign its rights and delegate its duties under certain real property and vehicle lease agreements to Buyer, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer desires to (i) purchase Seller's Operating License; (ii) apply to the appropriate regulating agencies for permission to transfer the Operating License to Buyer; (iii) purchase the assets owned by Seller and used to conduct the Business; (iv) to the extent assigned by Seller, accept the assignment of Seller's rights and the delegation of its duties under certain agreements with the health care providers and other parties as set forth herein; and (v) enter into a Management Agreement whereby Buyer will manage and operate the Business during the application period required by the State of New York, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties, hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. **TRANSFER OF OPERATING AUTHORITY AND ASSETS.**

(a) Description of Assets. On the terms and subject to the conditions herein set forth, Seller agrees to sell, assign and transfer to Buyer and Buyer agrees to acquire and accept, free and clear of all Liabilities, obligations, security interests, charges, adverse claims, liens (including tax liens), mortgages, options, pledges or rights of others, and encumbrances whatsoever (collectively, "Encumbrances") except for permitted Encumbrances, if any, as specified on Schedule 1(a) and in no event representing Liabilities in excess of ten thousand Dollars (\$10,000.00) (such excluded Encumbrances referred to herein as "Permitted Encumbrances"), all right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether, real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with the Business (the "Assets"), including, without limitation, the following enumerated Assets, except where otherwise expressly identified as an Excluded Asset under Section 1(b):

(i) Seller's Operating License;

(ii) the Fixed Assets (defined below) and other tangible personal property of the Business (whether owned or leased), including office furniture, fixtures, leasehold improvements, equipment, office equipment, computers, computer equipment, tools, telephones, office and ambulance supplies, and "rolling stock" vehicles, including those vehicles registered as, equipped as, and used as ambulances vehicles (the "Rolling Stock"), a schedule of which Fixed Assets and tangible personal property (including the serial numbers of vehicles) is attached as Schedule 1(a)(ii) (the "Fixed Assets") and all manufacturer and vendor warranties (to the extent transferable or assignable) relating to the Fixed Assets;

(iii) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to the Assets;

(iv) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Assets and the Assumed Liabilities;

(v) all employee files for the Employees who will be employed by Buyer in connection with the Business following the Closing;

(vi) all inventory, including medical and office inventory, supplies and supply contracts pertaining to the Business, including all medical equipment and special equipment contained in and/or attached to Rolling Stock, as listed on Schedule 1(a)(vi);

(vii) subject to the consent of the other party, Seller's rights under certain ambulance service contracts and other contracts and agreements listed on Schedule 1(a)(vii), to which Seller is a party and which relate to the Business, including, without limitation, all managed care (including third payor agreements), other customer contracts or agreements, information technology service agreements, software agreements and similar contracts, and the financial leases for the Rolling Stock which Seller assigns and which Buyer elects to take assignment of, in each case whether written or oral (collectively the "Contracts");

(viii) subject to the consent of the landlord, to the extent required, Seller's rights and interests under certain real property lease for the premises located at 84 Granite Avenue, Unit K., Staten Island, NY 10303 (the "Premises"), which Seller assigns and which Buyer elects to take assignment of ("Lease");

(ix) the goodwill and going concern value of the Business, including the assignment of all telephone numbers (voice and facsimile) used by Seller in the Business and all assumed/trade names used by Seller and all email and domain names for the same;

(x) Licenses and Permits pertaining to the Business listed on Schedule 1(a)(x), to the extent transferable to Buyer;

(xi) Intellectual Property Assets pertaining to the Business listed on Schedule 1(a)(xi), to the extent transferable to Buyer;

(xii) Seller's prepaid expenses and other current assets as of the Effective Date, including those listed on Schedule 1(a)(xii), together with any additions thereto and subject to any reductions therefrom made or accrued by Seller in the Ordinary Course of the Business in compliance with this Agreement after the Effective Date through the Closing Date;

(xiii) Without limiting the provision of Section 1(a)(ix), the Name of the Business and all related marketing materials or other items that contain the Name of the Business. "Name" means all of Seller's right, title, and interest in and to (i) the Business names set forth on Schedule 1(a)(xiii), and (ii) any derivative or variation of any of the foregoing;

(xiv) subject to compliance with all applicable confidentiality Laws, all customer lists, customer account information, and all other information relating to customers of the Business (the "Customer Information");

(xv) subject to compliance with all applicable confidentiality Laws, all patient records of the Business (the "Medical Records") all other records, including financial records, data, books, websites, domain names and telephone numbers, related to the operation of the Business, service and warranty records, equipment logs, operating guides and manuals, studies, reports, correspondence and other similar documents and records pertaining to the Business; and

(xvi) copies of all books and records, including books of account, ledgers and general, financial and accounting records, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material research and Intellectual Property files relating to the Intellectual Property Assets and Intellectual Property Licenses.

(b) Excluded Assets. Subject to the terms of the Management Agreement, the Assets shall not include:

(i) Seller's original corporate minute book and original corporate records, subject to Section 1(a)(xv);

(ii) Seller's Cash as of the Effective Date, Cash equivalents and marketable securities derived from the Business prior to the Effective Date;

(iii) the Management Agreement; and

(iv) any other assets listed as Excluded Assets under Schedule 1(b).

(c) Customer Information. At Buyer's expense, Seller shall cooperate with Buyer to facilitate that Customer Information is compatible with Buyer's electronic billing software.

(d) Operating License. The Parties understand and agree that the transfer of Seller's Operating License in New York to Buyer requires the approval of the New York State Department of Health (the "Licensing Authorities"). Buyer shall use commercially reasonable effort to submit its application to transfer the Operating License within sixty (60) days of the signing of this Agreement. Seller agrees to use its best efforts to assist Buyer in the preparation of its submission, as required.

(e) Management Agreement. As of the Effective Date, Buyer and Seller shall enter into the management agreement (the "Management Agreement") attached hereto as Exhibit A for the operation of Seller's Business pending approval of the Licensing Authorities and any other administrative agencies for the transfer of the Operating License to Buyer and Closing.

2. PURCHASE PRICE AND PAYMENT THEREOF.

(a) Purchase Price and Payment. The maximum aggregate consideration to be paid by Buyer to Seller for the Assets shall be \$[REDACTED] (the "Purchase Price"), subject to the terms and conditions set forth below.

(b) Time and Method of Payment. The Purchase Price shall be paid as follows:

(i) \$[REDACTED] upon execution of this Agreement and the Management Agreement.

(ii) \$[REDACTED] at Closing.

(iii) (A) \$[REDACTED] shall be payable on or before [REDACTED] and (B) \$[REDACTED] shall be payable on or before [REDACTED] (collectively, the "Annual Payments").

(iv) The Annual Payments set forth in clause (iii) above are conditioned on Owner's continued employment by Buyer or its Affiliates (and prior to the Closing, by the Seller) through the 90th day following the Closing. In the event that Owner terminates his employment with the Company for any reason other than as a result of incapacity due to physical or mental illness or death, or if the Company terminates Owner's employment for Cause, the Buyer shall not be required to make any additional Annual Payments to Seller pursuant to clause (iii) above. If the

Company terminates Owner's employment without cause prior to completion of the Annual Payments set forth in clause (iii) above, the Company shall continue to pay Seller such Annual Payments.

(v) The unpaid Annual Payments (the "Retained Amount") are subject to reduction or deferred payment as set forth in Section 15(b) of this Agreement. Without limiting the foregoing or any of the provisions of Section 15(b), Buyer may reduce any Annual Payment by the amount of any pending or threatened Offset Claims (as defined in Section 15(b)) existing as of the payment date of such Annual Payment until such time as it is determined that such pending or threatened Claim will not result in an Offset Claim (as defined in Section 15(b)). If such pending or threatened Claim results in an Offset Claim, then such Claim shall be treated in accordance with Section 15(b).

(vi) The payments under Sections 2(b)(iii)(A) and 2(b)(iii)(B) are subject to delay and reductions due to breaches by Seller and Owner of this Agreement, at Buyer's sole discretion.

(c) Adjustments. On or before the day of the Closing, the parties shall meet and agree upon any adjustment and the amount to be paid at the Closing to account for payments made by Seller pre-Closing that will benefit Buyer post-Closing or Liabilities of Seller assumed by Buyer, including, without limitation, Lease deposit of \$14,633.75, pre-paid insurance payments, pre-paid utilities, and real estate taxes.

(d) Allocation of Purchase Price. The Purchase Price shall be allocated in accordance with the mutual written agreement of the parties made prior to the Closing. Seller and Buyer shall act in accordance with such allocations in all Tax Returns, reports and filings; provided, however, that neither party shall be liable for the other party's Tax consequences resulting from such allocations.

3. ASSUMPTION OF LIABILITIES.

(a) Assumed Liabilities. In consideration of the transfer to Buyer of the Assets, Buyer agrees to assume only the following Liabilities of Seller upon the terms and subject to the conditions set forth in this Agreement (collectively, the "Assumed Liabilities"):

(i) all Contracts, subject to Buyer's receipt of the consent of the other party to the Contracts (if required), all obligations of Seller arising in the Ordinary Course of the Business on or after the Closing Date (and not as a result of any breach, default, failure to perform, improper performance, or violation by Seller) under each Contract. Seller and Buyer shall execute an assignment and assumption agreement, the form attached as Exhibit B (the "Assignment Agreement"), arising from and after the Closing Date.

(b) Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, shall not take subject to and shall not be liable for, any Liabilities of Seller of any kind or nature, whether absolute, contingent, accrued, known or unknown. Notwithstanding anything herein to the contrary, except as expressly provided in Section 3(a) and in the Assignment Agreement, Seller

shall remain solely responsible and liable for every Liability of Seller other than the Assumed Liabilities, and Buyer shall not assume any Liability, obligation, Lease or commitment of Seller, whether written or oral, whether accrued, absolute, contingent or otherwise, known or unknown, and whether due or to become due, including any malpractice claims, arising from or related to the operation of the Business or activities of Owner, Seller, its directors, officers, Employees, contractors, agents or otherwise (collectively, the "Seller Responsible Parties") in connection with the operation of the Business and the ownership of the Assets prior to the Closing Date (the "Retained Liabilities"), including without limitation:

(i) Seller's Liabilities under the federal Medicare program or any other governmental payor of health care services (collectively, "Governmental Payors") related to the period prior to the Effective Date, and Buyer shall not be liable in any manner for any Liability or obligation of Seller or any Liability or obligation arising from the conduct of the Business to any Governmental Payor, whether known or unknown, including without limitation any Liability for past overpayments, civil monetary penalties or false claims, and any Liabilities arising out of any failure of Seller or the Seller Responsible Parties to comply with any Law, manual provision or other requirement applicable to providers of services paid for by a Governmental Payor; or overpayments from any other third-party payor;

(ii) Any Liability under any agreement assumed by Buyer that arises after the Closing Date but that relates to any breach that occurred prior to the Closing Date;

(iii) Any Liability for Taxes, including (1) any Taxes arising as a result of Seller's operation of its Business or ownership of the Assets prior to the Closing Date, (2) subject to Section 12(b), any Taxes that will arise as a result of the sale of the Assets pursuant to this Agreement, and (3) any deferred Taxes of any nature; provided, however the foregoing shall not include Taxes related to the operations of the Business after the execution of this Agreement through closing or termination or the Management Agreement and this Agreement or relating to the Buyer or its Affiliates or their respective businesses; provided, further, that sales, excise or similar taxes imposed upon the sale of property ("Transaction Taxes") shall be borne fifty percent (50%) by Buyer on the one hand, and fifty percent (50%) by Seller on the other hand.

(iv) Any Liability under any agreement or Contract not assumed by Buyer;

(v) Any Liability arising out of or resulting from Seller's or any of the Seller Responsible Parties' compliance or noncompliance with any Law or order of any Governmental Authority;

(vi) Any Liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby;

(vii) Any Liability of Seller based upon either Seller's or any of the Seller Responsible Parties' negligent or wrongful acts or omissions occurring before the Closing Date or any act or omission of Seller or Seller Responsible Parties after the Closing Date;

(viii) Any Liability arising out of or resulting from Seller's employment of Employees of Seller. Seller shall terminate or arrange for the termination of all Employees with an effective date of such termination being the Closing Date. Seller shall be liable for and shall timely pay, on or before the Closing Date, directly to all Seller's Personnel identified on Schedule 5(i)(1) and Schedule 5(i)(2) and any and all compensation and benefits accruing prior to the Closing Date, including but not limited to accrued vacation and other accrued PTO. Moreover, Seller shall timely pay all necessary Taxes, file all necessary reports, and make all necessary withholdings associated therewith;

(ix) Any Liability arising out of or resulting from any Litigation;

(x) Any Liability arising out of coding or billing errors by Seller or any of the Seller Responsible Parties;

(xi) Any Liability arising out of violations of any Law in connection with the operation of the Business or ownership of the Assets prior to the Closing Date, including, without limitation, violations of any Privacy Law and the Patient Protection and Affordable Care Act Liabilities and Liabilities from non-compliance related to version 3.1 of the Payment Card Industry Data Security Standard;

(xii) Any Liability arising out of the Excluded Assets; and

(xiii) Any Liabilities associated with the Indebtedness of the Seller, Owner, or the Business or any guarantee thereof.

4. EMPLOYMENT BY BUYER OF EMPLOYEES OF SELLER.

(a) Seller and Buyer agree that Buyer shall extend offers of at-will employment, effective as of the Closing, to Seller's Employees who meet Buyer's specific qualifications and standards for employment, in Buyer's sole discretion. Each former Employee of Seller to whom Buyer extends an offer of employment and who accepts such offer of employment will hereinafter be referred to as a "Retained Employee." It is understood and agreed that (i) Buyer's expressed intention to extend offers of employment shall not constitute a commitment or obligation on the part of Buyer to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Buyer may establish pursuant to individual offers of employment, and (ii) except as may be otherwise expressly agreed to by Buyer in writing with a Retained Employee, such employment offered by Buyer is "at will" and may be terminated by Buyer or by a Retained Employee at any time for any reason.

(b) Buyer agrees to offer individual health insurance benefits (the type of policy, benefit levels and co-payment obligations, if any, to be determined by Buyer in its sole discretion) to the Retained Employees as of the first day following the Closing. In addition to making a contribution toward the premium for individual health coverage, Retained Employees may purchase family coverage by paying the difference in insurance premiums between the individual coverage offered and the cost of the family coverage, effective as of the first day following the Closing. Any other benefits offered (such as, by way of example, holidays, sick days, personal

days, bereavement pay, jury duty pay, vacation pay, etc.) will be offered to Retained Employees in Buyer's sole discretion in accordance with Buyer's policies and procedures. Buyer expressly disclaims any intent to offer or continue any of the benefits previously offered by Seller to the Retained Employees, including but not limited to, any employee retirement benefits.

(c) ¹Seller shall be solely responsible to all of its Employees, including the Retained Employees, for all liabilities for pay, Tax withholdings, benefits, retirement, vacation, statutory leave or other rights, if any, accruing prior to the Closing (the "Retained Employee Liabilities"). From and after the Closing, Buyer shall be solely responsible to the Retained Employees for all Liabilities for pay and all other benefits and vacation rights accruing to them after the Closing as Buyer's employees. Seller agrees that it is responsible for and will pay to each such Employee the accrued vacation or other benefits due to its Employees, in accordance with Seller's policies and procedures through the Closing Date. Seller will be solely responsible to any Seller Employee who is on leave of any kind or nature at the time of the Closing and shall be responsible for providing all statutory obligations, together with any discretionary obligations assumed by Seller, for the entire post-Closing period that the Employee remains on paid leave, except for the job-restoration obligation under Title 29 of the Code of Federal Regulations (C.F.R.) Section 825.107(c). Attached here to as Schedule 4(c) is Seller's reasonable and good faith estimate of the Retained Employee Liabilities as of the Effective Date and Seller shall update such Schedule 4(c) as of the Closing Date. Seller agrees that Buyer may withhold from the payment set forth in Section 2(b)(ii) the amount of the Retained Employee Liabilities as of the Closing Date and to use such withheld amount to pay such Retained Employee Liabilities on behalf of Seller.

5. REPRESENTATIONS, COVENANTS AND WARRANTIES OF SELLER PARTIES.

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, each of the Seller Parties hereby represents, covenants and warrants to Buyer that the statements contained in this Section 5 are correct and complete as of the date of this Agreement and as of the Closing Date:

(a) Good, Marketable Title; Condition; Trade Names. Seller has, or will at the time of Closing have, good and marketable title to each of the assets comprising the Assets, or in the case of assets leased from any Person, such Seller has a valid and binding leasehold interest each of the leased assets comprising the Assets (except for the rights, if any, of landlords regarding leasehold improvements and assets affixed to realty); has not transferred or otherwise disposed of any interest therein; and at the Closing, Seller will convey title to the Assets to Buyer not subject to any Encumbrances, other than the Permitted Encumbrances, but subject to the rights, if any, of landlords regarding leasehold improvements and assets affixed to realty. Subject to the foregoing, the Assets, including the Fixed Assets, are in good working order, condition and repair, reasonable

¹ Note to Seller: These obligations are intended to be the responsibility of Buyer; however, under state law, liability cannot be transferred from Seller prior to the Closing Date. As a result, Buyer will indemnify Seller on a dollar-for-dollar basis during the executory period, even though the liabilities cannot formally be assumed until the license transfer and Closing, when the employees officially become Buyer's employees. The indemnity is provided for in Section 15(c).

wear and tear excepted, are not in need of maintenance or repairs except for maintenance or repairs which are routine, ordinary and are not in excess of Ten Thousand Dollars (\$10,000) in the aggregate, and satisfactory to permit their use in the Business in a manner consistent with Seller's operations during the 12-month period immediately preceding Closing. All the inventory and supplies constituting any part of the Assets are of a quality and quantity usable and salable in the Ordinary Course of the Business. The Assets comprise all of the property and assets used in and necessary to the conduct and operation of the Business. None of the Excluded Assets are material to the Business. Schedule 5(a) sets forth an accurate and complete list of each assumed name, trade name and fictitious name used by Seller. Each assumed name, trade name or fictitious name set forth on Schedule 5(a) has been duly registered with the appropriate Governmental Authority in each of the jurisdictions in which such assumed name, trade name or fictitious name has been used by Seller.

(b) Corporate Organization, Qualification, Power, and Action. Seller is a corporation duly organized, validly existing and in good standing under the Laws of New York. Seller has the requisite organizational power and authority to own, lease and operate its assets, properties and business and to conduct the Business as described herein, to execute and deliver this Agreement, and to consummate the transactions contemplated herein. Schedule 5(b) correctly identifies the ownership structure of Seller, as well as each of the current directors and executive officers (and titles) of Seller. Seller has by proper proceedings duly approved this Agreement and the transactions contemplated herein, and each of the Seller Parties have duly authorized the execution and delivery of this Agreement. Seller has completed all organizational action required for the consummation of all transactions contemplated herein and has authorized its officers to execute and deliver this Agreement on behalf of Seller. This Agreement has been, and each related agreement executed and delivered by Seller and/or the Owner on or prior to the Closing will be, duly and validly executed and delivered by such party and constitutes a valid and binding obligation of such party enforceable against such party in accordance with the its terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar Laws of general applicability governing the enforcement of the rights of creditors or by the general principals of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Compliance with Law. Seller Parties have at all times complied with all applicable Laws in all material respects, including without limitation, those relating to employment practices and procedures, health and safety of Employees, and the environment. To the best of Seller Parties' Knowledge, there are no presently existing circumstances that would result or likely would result in violations of Laws applicable to the Business or the Assets, and none of the Seller Parties have been charged with or received any notice of whether written, verbal or otherwise), are not under investigation with respect to, any violation of, or any obligation to take remedial action under, any applicable (1) Laws promulgated, (2) license, or certificate issued, or (3) order, judgment or decree entered, by any federal, state, or local Governmental Authority relating to the Business. Seller has all permits, licenses, franchises, certificates, registrations, accreditations and other approvals or authorizations issued by any Governmental Authority or private party (including all renewals or assignments thereof, collectively, the "Licenses and Permits") that are necessary under applicable Law or advisable for Seller to own its property and conduct its business at the Business. The

Licenses and Permits are in full force and effect and such Licenses and Permits will be in full force and effect for the benefit of Buyer following the Closing Date. There is no default on the part of Seller or any Employee or on the part of any other party under any of the Licenses and Permits. There exist no grounds for revocation, termination, suspension, restriction, amendment or limitation of any of the Licenses and Permits. No notices have been received by Seller with respect to any threatened, pending, or possible revocation, termination, suspension, restriction, amendment, nonrenewal or limitation of the Licenses and Permits. The transactions contemplated hereby will not have an adverse effect on Seller's or Buyer's right to utilize the Licenses and Permits as a result of the Closing. To the best of Seller's Knowledge, no investigation or review by any Governmental Authority of Seller or any Employee is pending or threatened, and no Governmental Authority has notified Seller of its intention to conduct any such investigation or review. Seller has delivered or made available accurate and complete copies of all Licenses and Permits to Buyer. Except as set forth on Schedule 5(c)(i), there are no pending audits, inquiries or disputes with the United States Department of Health and Human Services, the Centers for Medicare and Medicaid Services ("CMS"), the New York State Office of the Medicare Inspector General the New York State Department of Transportation, the New York State Department of Health, or any other Governmental Authority. Seller has timely, accurately and completely filed all material reports, returns, data and other information required by federal, state, municipal or other Governmental Authorities and has paid all material sums heretofore due with respect to such reports and returns. Except as provided on Schedule 5(c)(ii), no notice to, consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority or other Person is required to be obtained or made by Seller in connection with the consummation of the transactions contemplated by this Agreement.

(d) Environmental Laws. To the best of Seller's Knowledge, neither Seller nor any third party is in violation of any Environmental Law with respect to the Business or the Assets; there is no pending or threatened Action by any Governmental Authority or private party, nor any facts that could give rise to a pending or threatened Action by any Governmental Authority or private party, with respect to: (1) the use, handling, generation, manufacture, treatment, storage, release or transportation of Hazardous Materials by Seller in connection with Business or the Assets; or (2) the suspected presence, release or threatened release of any Hazardous Material in connection with Business or the Assets. There are no past or present circumstances, conditions, events or incidents that would or would be reasonably likely to form the basis of an Action under any Environmental Laws against Seller or Buyer after Closing.

(e) Litigation. Except as set forth on Schedule 5(e) (the "Litigation"), there is no Action, whether governmental or non-governmental, pending before any federal, state, local or other court, Governmental Authority or tribunal or, to Seller's Knowledge threatened against or affecting Seller or its equityholders or its or their property or assets (including without limitation the Assets and Employees); neither Seller (or its officers, directors or trustees) nor any of Seller's equityholders is a party to any Action, nor is any Action threatened against Seller or any of Seller's equityholders related to, affecting or arising in connection with the Business, the Assets or the transactions contemplated by this Agreement, nor is there any valid basis for any such Action; and there have been no customer complaints, threats or claims regarding the Business. Seller is not subject to any order, writ, injunction or decree by any federal, state, local or foreign court,

department, agency or instrumentality. Schedule 5(e) sets forth, as to each matter identified therein, the names of the parties, the forum for such matter, a summary of the details of the matter, the settlement or other disposition of the matter (including the monetary value of such settlement or other disposition) or, if such matter is still pending, a statement to that effect. Except as set forth on Schedule 5(e):

(i) there is not in effect any Governmental Order against, relating to or affecting the Business, or any officer, director or Employee thereof in his or her capacity as such, enjoining, barring, suspending, prohibiting or otherwise limiting the same from conducting or engaging in any aspect of the Business, or requiring Seller or any such officer, director or Employee to take certain action with respect to any aspect of the Business;

(ii) Seller is not in default under any Governmental Order respecting the Business, and Seller is not subject to or a party to any order, judgment, decree or ruling arising out of any Action under any applicable Laws respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters; and

(iii) there is no Action pending or, to the best of Seller's Knowledge, threatened, which questions the validity of this Agreement, or any Actions taken or to be taken pursuant hereto or thereto.

(f) Contracts. A true complete list of all of the oral or written Contracts is set forth at Schedule 5(f). Seller is not (or with the giving of notice or the lapse of time, or both, will not be) in violation or breach of or default under any of the Contracts. Each such agreement is in full force and effect and is valid and binding upon the parties thereto and enforceable in accordance with its terms and is assignable by Seller to Buyer (or a designee of Buyer) without the consent of any other Person, except as set forth on Schedule 5(f) ("Contractual Consents"). Seller shall use commercially reasonable efforts to obtain the consent of the other parties to the Contracts to the assignment to Buyer of Seller's rights and the delegation of its duties under the Contracts, or shall facilitate new agreements between such other parties and Buyer on terms no less favorable to Buyer than the terms applicable to Seller under such Contracts, and is not aware of any reason, facts or circumstance that would prevent such assignment or new agreement. Seller is, and has been, in compliance with all terms and requirements of each Contract, and all other parties thereto are and have been, in full compliance with all applicable terms and requirements of such Contract. No event has occurred or circumstance exists, that (with or without notice or lapse of time) may contravene, conflict with or result in a breach of, or give Seller or other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Contract. Seller has delivered true, correct and complete copies of each of the Contracts, including all amendments and supplements thereto, to Buyer. The Contracts are all the material Contracts of the Business. To the best of Seller's Knowledge, no other party has indicated to Seller a present intent to cancel or otherwise not renew any Contract and none of the Contracts contain any exclusivity, non-solicitation provision, "most favored nation," preferential pricing or similar provision.

(g) No Conflict; Non-contravention. Except to the extent that it would not have a material adverse effect on the Licensee, the Business, or the Transactions contemplated by this

Agreement, the execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in the creation of any Encumbrance upon the Assets to be transferred hereunder. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, or other restriction of any Governmental Authority or court to which Seller is subject, (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, Lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of the Assets is subject, (c) result in the creation of any lien, charge, or other Encumbrance on any of the Assets, or (d) conflict with any certificate of incorporation, bylaws or other governing documents of Seller. Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency ("Government Consents") for the parties to consummate the transactions under this Agreement, except as set forth on Schedule 5(g).

(h) Tax Returns and Payments. Seller has filed or caused to be filed all federal, state, municipal and other Tax Returns, listings and reports required to be filed with respect to itself, and has paid or deposited all Taxes, assessments and other governmental charges owed by Seller (including payroll taxes with respect to Seller's Employees) when due so as to prevent any valid lien or charge on the Assets or the Business or prohibit the sale contemplated herein. All such Tax Returns are complete and accurate and disclose all Taxes required to be paid. Seller has not waived or been requested to waive any statute of limitations in respect of any Taxes. All monies required to be withheld by Seller (including from Employees for income taxes and social security and other payroll taxes) have been collected or withheld, and either paid to the respective taxing authorities, set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of Seller. No examination or audit of any Tax Return is currently in progress and no Governmental Authority is asserting or threatening to assert against Seller any deficiency, proposed deficiency or claim for additional Taxes or any adjustment thereof with respect to any period for which a Tax Return has been filed, for which Tax Returns have not yet been filed or for which Taxes are not yet due and payable. All Taxes which Seller is or was obligated to withhold from amounts owing to any Employee, creditor, supplier, customer or third party have been withheld and paid or remitted to the appropriate Governmental Authority, and all Forms W-2, Forms 1099 and other documents required with respect to such withholding and payment or remittance have been in all material respects properly and timely filed and maintained. Schedule 5(h) contains a list of all jurisdictions where the Seller is required to pay Taxes or file any Tax Return. No claim has ever been made by any Governmental Authority in a jurisdiction where the Seller has not filed Tax Returns such that Seller is or could be subject to Tax by that jurisdiction or to file a Tax Return in such jurisdiction, nor is there any reasonable basis for such claim. Seller has properly collected and remitted sales tax and similar taxes with respect to sales or leases made or services provided to its customers and has properly received and retained any appropriate tax exemption certificates or other documentation for all such sales, leases, or other services made without charging or remitting sales or similar Taxes that qualify as exempt from sales and similar Taxes. Seller has not taken on its U.S. federal income Tax Returns any positions that could give rise to a substantial understatement of U.S. federal income Tax within the meaning of Section 6662 of the Code, and

Seller has not engaged in any transaction that is reportable under Treasury Regulation Section 1.6011-4.

(i) Employees; Contractors. Schedule 5(i)(1) contains a complete list of all Employees employed at the Business, including (i) name, job title, and status (full time, part time, temporary); (ii) starting dates; (iii) current rates of pay and benefits (including vacation and sick pay entitlement); (iv) any paid time off that is accrued but unused; (v) current bonus or incentive plans or terms; (vi) federal and state overtime classification; (vii) whether the Employee has a temporary or permanent authorization to work in the United States; and (viii) whether any such Employee has an employment agreement. Schedule 5(i)(2) contains a complete list of the following information for each non-employee worker of the Seller as of the Closing, including (1) name and compensation rate, (2) work being performed, (3) date the current engagement with Seller began, and (4) whether engaged directly or through a third party (such as a staffing firm). The Employees and non-employees listed on Schedule 5(i)(1) and Schedule 5(i)(2) constitute all of the Employees and non-employee workers who are in any way necessary to the continued operation of Seller and the Business (collectively, the "Seller's Personnel"). All such Employees are employed on an "at will" basis. Schedule 5(i)(3) sets forth all former Employees of the Business utilizing COBRA health insurance. All Persons with whom Seller has engaged as independent contractors of the Business are properly classified as independent contractors under the Code.

(j) Employment Law. Seller has been at all times in compliance with all applicable Laws concerning the employer-employee relationship and with all contracts relating to the employment or engagement of Seller's Personnel and all former Employees of Seller, including applicable wage and hour Laws, the Fair Labor Standards Act, safety Laws, leave and worker compensation Laws, unemployment, anti-discrimination and harassment Laws, employee safety and health Laws, collective bargaining and concerted activity Laws, immigration Laws, minimum wage and overtime Laws, meal and rest period Laws, payment and withholding of payroll Taxes Laws, social security Laws, the Immigration Control Act of 1986, and such Seller's obligation to properly complete and maintain Form I-9s. Seller has paid all payroll amounts owing to its Employees through the Effective Date ("Pre-Closing Payroll Amounts"). All of Seller's Personnel are United States citizens and authorized to work in the United States. All of Seller's Personnel are, and at all times have been, properly classified and treated in accordance with applicable Laws with respect to compensation. None of Seller's Personnel is a party to any non-competition, non-interference, non-solicitation or other such agreement with any third party that purports to prevent or limit the activities of Seller's Personnel in connection with the Seller or the Business. Except as set forth on Schedule 5(j), there is no pending or threatened workers' compensation claim against the Seller. There have not been any fraudulent actions conducted by Seller's Personnel or any former employees of the Seller in connection with the Business. All Employees of Seller are "at will" Employees and each such Employee's employment is terminable at will by Seller either with or without cause without any penalty or payment of any kind or the satisfaction of any notice period. Seller represents that there is no existing or effective collective bargaining agreement or other labor union contract covering the wages, hours and/or working conditions of Seller's Employees employed to conduct the Business and Seller has not experienced and does not know of any activities or proceedings of any labor union or other group to organize any such Employees; and it is agreed that in no event shall Buyer be required to assume or be deemed to have assumed

any collective bargaining agreement or employment contract. Further, Seller represents that there is no strike pending or threatened by its Employees who are employed to conduct the Business, no known attempt to organize such Employees, and no unresolved labor disputes relating to such Employees. No labor union or collective bargaining unit represents or claims to represent any of Seller's Employees. Seller has made available to Buyer for inspection copies of all employee handbooks and employee rules and regulations, applicable to Seller's Business. All of the Employees of Seller have obtained all federal, state or local work licenses and authorizations necessary for employment by Seller. There have been no audits of the equal employment opportunity practices of Seller, and no basis for any such claim exists. Schedule 5(j) lists all workers' compensation claims initiated by any Employee of the Business during each of the past three (3) full fiscal years.]

(k) Representations and Warranties. Each of the representations and warranties set forth in this Section 5, and each of the schedules, exhibits, and other documents delivered by Seller pursuant to this Agreement, is true and correct and shall also be true and correct on and as of the Closing Date in all respects as though made on and as of the Closing Date. Such representations and warranties shall survive the execution hereof and the Closing for a period of twelve months, except that (i) the representations and warranties set forth in Section 5(b) (Corporate Organization, Qualification, Power, and Action), Section 5(g) (No Conflict; Non-Contravention), and Section 5(s) (Ownership) (the "Fundamental Representations") shall survive for a period of 60 months from and after the Closing Date, (ii) the representations and warranties set forth in Section 5(h) (Tax Returns and Payments) shall survive until 60 days following expiration of the applicable statute of limitations, and (iii) the representations and warranties set forth in Section 5(i) and Section 5(j) shall survive for a period of 36 months from and after the Closing Date. Seller has not withheld from Buyer its knowledge of any material facts or events that have occurred or are about to occur regarding the Assets or the Business which have had or, so far as each can reasonably foresee, will have a materially adverse effect on prospects, management, or financial condition of the Business.

(l) Books and Records. The books and records of Seller and the Business have been made available to Buyer. The books and records are complete and accurate in all respects and have been maintained in accordance with good business practices, and there are no Liabilities (including required reserves) that are not disclosed in the books and records.

(m) Insurance. Seller maintains, and has maintained, in full force and effect, at all times during Seller's ownership of the Business, policies of insurance covering such risks and events, including workers' compensation, personal injury, property damage, automobile, and general liability, to provide adequate and sufficient insurance coverage for all the assets and operations of the Business, which policies of insurance are occurrence-based, and Seller will continue to maintain all such insurance in full force and effect to provide adequate and sufficient coverage for Seller through the Closing Date on an occurrence-based basis. Schedule 5(m) sets forth a summary of Seller's current insurance coverage (listing type, carrier and limits) for the Business and includes a list of all pending claims and any claim made in the past three years relating to the Business. Seller shall provide Buyer with a certificate of coverage for each of the policies listed on Schedule 5(m). To the best of Seller's Knowledge, Seller has complied with each of such insurance policies

in all respects and has not failed to give any notice or present any claim thereunder in a due and timely manner.

(n) Billed Amounts. The Accounts Receivable reflected in the financial statements provided to Buyer by Seller constitute valid obligations arising from sales actually made or services actually performed by Seller. Schedule 5(n) attached hereto sets forth a true and complete list of all outstanding billed amounts through the Effective Date. All billed amounts through the Effective Date constitute valid obligations arising from sales actually made or services actually performed by Seller in the Ordinary Course of the Business, and to the knowledge of Seller, such billed amounts are current and collectible net of any standard deductions for the amounts billed. Collections of outstanding billed amounts following the Effective Date shall be handled in accordance with the Management Agreement.

(o) Health Care Compliance.

(i) Neither the Business, nor the Owner, equityholder, director, officer or Employee of Seller, nor any agent acting on behalf of or for the benefit of any thereof, has directly or indirectly and in violation of applicable Law (1) offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past or present patients, past or present referral sources, past or present suppliers, contractors, third-party payors of the Business or any other Person to obtain business or payments from such Person; (2) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any patient or potential patient, referral source or potential referral source, supplier or potential supplier, contractors, third-party payor or any other Person; (3) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any Person with the intention or understanding that any part of such payment would be used for any unlawful purpose or for any purpose other than that described in the documents supporting such payment. Seller does not compensate any Person or entity, whether an employee, independent contractor, consultant or otherwise, for the purpose of generating referrals for the Business, and Seller has not entered into any referral contracts or arrangements, or similar marketing contracts or arrangements, for purposes of generating referrals for the Business.

(ii) All billing practices by the Business to all third-party payors, including, but not limited to, the federal Medicare program, state Medicaid programs, private insurance companies and self-insured employers or entities, have been in compliance with all applicable requirements and policies of all such third-party payors, and the Business has not billed for or received any payment or reimbursement in excess of amounts allowed by applicable requirements and policies. The Business has timely filed all requisite claims and other reports required to be filed in connection with all Medicare and Medicaid programs due on or before the Effective Date, which claims and reports are complete and correct in all respects. There are no Actions, payment reviews or appeals pending or threatened before any commission, board or agency, including, without limitation, any Medicare Administrative Carrier, the Administrator of CMS, or any applicable state program, with respect to any Medicare or Medicaid claims filed by the Business on or before the Effective Date or program compliance matters which would or could adversely affect the Business (either before or after the Effective Date).

(iii) Neither the Business, Seller nor Owner have been convicted of or indicted for a Medicare, Medicaid or "federal health care program" (as defined in 42 U.S.C. Section 1320a-7b(f)) related offense, nor has the Business, Seller, nor Seller's equity holder or Seller's officers been debarred, excluded or suspended from participation in Medicare, Medicaid or any other federal health care program or been subject to any order or consent decree of, or criminal or civil fine or penalty imposed by, any court or Governmental Authority related thereto. The Business has not arranged or contracted with (by employment or otherwise) any individual or entity that is excluded or suspended from participation in a federal health care program, for the provision of items or services for which payment may be made under such federal health care program.

(iv) The Business and Seller have been and are in compliance with: (1) all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d et seq.) and the regulations promulgated thereunder, including, but not limited to, requirements related to privacy, security and transactions and code sets standards (collectively, "HIPAA"); and (2) all applicable state Laws, requirements, regulations and policies related to privacy and security of health information and the regulations promulgated thereunder (collectively, clauses (1) and (2) are the "Privacy Laws"). In the conduct of its business, the Business has obtained any and all health information and data covered by the Privacy Laws in a manner that does not cause the Business to violate the Privacy Laws, and the Business has maintained, used and disseminated any and all such health information and data in compliance with the Privacy Laws.

(v) Seller has not been surveyed for Medicare certification or accreditation purposes within the past five years, except as disclosed on Schedule 5(o), and Seller has provided Buyer with copies of all such surveys received and all correspondence and files related thereto, as more fully described on Schedule 5(o).

(p) Conduct of Business. Except as set forth on Schedule 5(p), since the date of the Balance Sheet, Seller has operated only in the Ordinary Course of the Business and has:

(i) Not made any change in its policies and used commercially reasonable efforts to maintain and preserve the Assets;

(ii) Performed faithfully in all material respects, all of its obligations under agreements relating to or affecting the Business or the Assets;

(iii) Complied in all material respects with all applicable Laws;

(iv) Kept in full force and effect all insurance policies in adequate and sufficient coverage amounts for the Business as currently operated;

(v) Taken all commercially reasonable steps to ensure that there has not been any adverse change or potential change in the Assets or financial condition of the Business;

(vi) Not amended, terminated or renegotiated any of material Contract, and has not entered into any new contract or Lease with respect to the Business or the Assets which is not

terminable within thirty days' notice or has a liability in excess of \$5,000, excluding actions taken at the direction of New manager under the Management Agreement;

(vii) Not created, assumed or permitted to exist any new Encumbrance upon the Business or any of the Assets;

(viii) Not sold, assigned, leased, or otherwise transferred or disposed of or mortgaged, pledged or encumbered any of the Assets outside the Ordinary Course of the Business or inconsistent with past practice;

(ix) Not taken any action or omitted to take any action outside the Ordinary Course of the Business or inconsistent with past practice with respect to the Business or the Assets;

(x) Not experienced declines in rates paid by third-party payors nor is involved in any claims or disputes with such third-party payors outside the Ordinary Course of the Business;

(xi) Not experienced material declines in referral volumes;

(xii) Not taken or failed to take any action that would affect or delay in any respect the ability of Seller to obtain any Government Consents, Contractual or consents from any other third party that are necessary in connection with (1) effectuating the transfer of the Assets to Buyer, or (2) the consummation by the parties of the transactions contemplated hereby and any related agreement; and not taken or failed to take any action that would affect or delay in any respect the ability of Buyer to obtain the Licenses and Permits reasonably required by Buyer to operate the Business and the Assets consistent with Seller's operation of the Business as of the Effective Date;

(xiii) Not issued any more ownership interests;

(xiv) Not lost any contracts with payors, nor engaged in any actions that could reasonably be expected to result in sales outside the Ordinary Course of the Business, or in either instance, would have a material adverse effect on the Business;

(xv) Not changed the compensation or benefits of any Retained Employees in any material respect;

(xvi) Furnished Buyer with copies of its Certificate of Incorporation, along with any other organizational documents, which are to be certified as of the date of this Agreement by Seller;

(xvii) Ensured that data provided to Buyer from Seller pertaining to the Business' transport volume and billed transports through the Effective Date are complete and accurate in all material respects;

(xviii) Not engaged in any related party transactions, except as set forth in Schedule 5(p)(xviii);

(xix) Not changed any method of accounting or accounting practice of the Business; and

(xx) Not granted any bonuses, whether monetary or otherwise, or any general wage or salary increase in respect of any Employee.

(q) Licenses and Permits. All Licenses and Permits held by Seller respecting the Business are set forth on Schedule 5(q) hereto. Seller holds all Licenses and Permits required in order for Seller to operate the Business as now conducted and to operate the Assets as they are now operated. All such Licenses and Permits are valid and in full force and effect and will remain in full force and effect for Buyer's benefit upon consummation of the transactions contemplated by this Agreement, except that those Licenses and Permits identified on Schedule 5(q) as not transferable to Buyer shall remain in full force and effect only until the Closing. No suspension, cancellation or termination of any of such License and Permits is threatened or imminent.

(r) Information Security.

(i) Seller has security policies, facilities, software and systems necessary and reasonable for the protection of the Business's data and protection of access to Seller's databases, information and systems which are used in connection with the Business. To the best of Seller's Knowledge, there are no deficiencies with respect to the security of the policies, facilities, software and systems used in connection with the provision of services to customers of the Business. Seller has full right and authority to transfer to Buyer all personal data in the possession of Seller and relating to the Business, including any such data relating to data of Seller's Customers.

(ii) To Seller's Knowledge, the Business has not experienced any loss, damage, or unauthorized access, disclosure, use or breach of security of any personal information in Seller's possession, custody or control, or otherwise held or processed on its behalf.

(iii) Seller has complied with, is not in violation of, and has not received any notices of violation with respect to, the applicable provisions of the Contracts and applicable Laws regarding personally identifiable information or other personal information. All transfers to third parties by Seller of personally identifiable information either domestically or internationally have been conducted in compliance with applicable Laws.

(s) Ownership. Owner owns 100% of the equity interests of Seller, free and clear of any Encumbrances. The Owner is not a party to any agreement that could require the Owner to sell, transfer or otherwise dispose of the equity interests of Seller. No Person has any option to purchase Seller or any equity interests of Seller and no Person has any right of first refusal or any other similar right to purchase the equity interests of Seller or Owner. The Seller does not have any direct or indirect subsidiaries and does not own any equity or capital interest, investments, stock, or membership or partnership interest in any Person.

(t) Financial Statements; Undisclosed Liabilities; Accounts Receivable and Payable.

(i) Attached to Schedule 5(t)(i) are the Company Financial Statements. The Company Financial Statements are accurate and complete and fairly present the financial position of the Business as of the dates specified and the results of operations of the Business for the periods covered thereby in accordance with GAAP, and the Business does not have any Liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) that are not either (i) reflected or fully reserved against on the Company Financial Statements or incurred in the Ordinary Course of the Business subsequent to the most recent Company Financial Statement, or (ii) set forth in Schedule 5(t)(i). The books of account, minute books, member records and other records of the Business from which the Company Financial Statements have been prepared are accurate and complete in all material respects.

(ii) All Accounts Receivable reflected in the Company Financial Statements or since arisen (a) are valid and genuine and have arisen out of bona fide sales and deliveries of goods, performance of services and other transactions in the Ordinary Course of the Business, (b) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms, (c) do not reflect discounts other than those offered in the Ordinary Course of the Business, (d) are not subject to defenses, set-offs or counterclaims, (e) do not represent obligations for goods sold on consignment, on approval or on a sale-or-return basis or subject to any other repurchase or return arrangement, (f) are not the subject of any Action brought by or on behalf of Seller, and (g) unless paid prior to the Effective Date, are current and collectible in the Ordinary Course of the Business. Schedule 5(t)(ii) sets forth an accurate and complete schedule of the Accounts Receivable as of March 31, 2025.

(iii) All accounts payable of the Business (a) are valid and genuine and have arisen out of bona fide business transactions in the Ordinary Course of the Business, and (b) are not delinquent as of the Effective Date. Since March 31, 2025 and as of the Effective Date, and except as set forth in Schedule 5(t)(iii), Seller has not delayed or postponed the payment of any account payable of the Business and there are no unpaid invoices or bills representing amounts alleged to be owed by Seller, or other alleged obligations of Seller, which Seller has disputed or determined to dispute or refused to pay. Schedule 5(t)(iii) contains an accurate aging report for each account payable as of March 31, 2025.

(u) Real Property. Schedule 5(u) sets forth the address and description of each parcel of real property leased by Seller that is used in or necessary for the conduct of the Business as currently conducted (the "Leased Real Property"), and an accurate and complete list of all Leases for each such parcel of Leased Real Property. With respect to the Leased Real Property:

(i) Seller is in peaceful and undisturbed possession of the space or estate comprising each parcel of Leased Real Property and there are no defaults by Seller or any other party under any Lease related thereto. No event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default or termination event or condition;

(ii) assuming that the parties obtain the consent of the landlord under the Lease that is part of the Assets (if required under the terms of such Lease), the transaction contemplated by this Agreement does not require the consent of any other party to such Lease and will not result

in a breach of or default under such Lease, and will not otherwise cause such Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing;

(iii) each Lease relating to the parcels of Leased Real Property is legal, valid, binding and enforceable upon Seller and each of the other parties thereto (except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other Laws affecting creditors' rights generally or by general principles of equity) and is in full force and effect, and all rent and other sums and charges payable by Seller, as tenant thereunder, are current;

(iv) Seller has a good and valid leasehold interest in each Leased Real Property, free and clear of all Encumbrances;

(v) Seller does not owe, and will not owe in the future, any brokerage commissions or finder's fees with respect to any Lease for which Buyer could be held liable;

(vi) Seller has not collaterally assigned or granted any other security interest in the Lease for such parcel of Leased Real Property or any interest therein;

(vii) Seller has delivered to Buyer an accurate and complete copy of the Lease for such Leased Real Property; and

(viii) there are no circumstances or conditions present or existing with respect to the Leased Real Property that could jeopardize Buyer's ability to receive a full refund of the security deposits for any Lease that is part of the Assets upon termination of such Leases or subject Buyer to any other Liability with respect to the Leased Real Property.

(v) Intellectual Property.

(i) Schedule 5(v)(i) lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with accurate and complete file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

(ii) Except as set forth in Schedule 5(v)(ii), Seller owns exclusively all right, title and interest in and to the Intellectual Property Assets, free and clear of Encumbrances.

(iii) The Intellectual Property Assets and Intellectual Property Licenses as currently or formerly owned, licensed or used by Seller or proposed to be used by Buyer, and the conduct of the Business as currently and formerly conducted by Seller and proposed to be conducted by Buyer, to the best of Seller's knowledge, have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any Person. Seller has not received any

communication, and no Action has been instituted, settled or, to Seller's Knowledge, threatened that alleges any such infringement, violation or misappropriation, and none of the Intellectual Property are subject to any outstanding Governmental Order.

(w) Customers and Suppliers. Schedule 5(w) contains an accurate and complete list of the names of (i) the Customers who generated revenue for the Business in excess of \$25,000 for the 12-month period ended December 31, 2024, and specifying the amount of revenue attributable to each such Customer during such applicable period, and (ii) Suppliers who were paid in excess of \$10,000 by the Seller for the 12-month period ended December 31, 2024, and specifying the amount of payments attributable to each Supplier during such applicable period. To Seller's Knowledge, no event has occurred that could materially and adversely affect Seller's relations with any such Customer or Supplier. No Customer (or former customer of Seller) or Supplier (or former supplier) during the 12 months preceding Closing, has canceled, terminated or delivered any notice (in writing, or to Seller's Knowledge, otherwise) to terminate any of such Customer's or Supplier's Contracts with Seller. No Customer or Supplier during the 12 months preceding Closing has delivered any written notice to decrease such Customer's usage of Seller's services or products or such Supplier's supply of services or products to Seller. Seller has not received any notice and to Seller's Knowledge no current Customer or Supplier may terminate or adversely alter its business with respect to the Business, as a result of the transactions contemplated hereby.

(x) Employee Benefits.

(i) Schedule 5(x) contains an accurate and complete list of each benefit, welfare, retirement, employment, compensation, incentive, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, fringe-benefit and other similar agreement, plan, policy, program and other arrangement (and any amendments thereto), whether or not reduced to writing and whether or not subject to ERISA, in effect and covering one or more Employees, former employees of the Business and the beneficiaries and dependents of any such Employee or former employee of the Business, that is maintained, sponsored, contributed to, or required to be contributed to by Seller, or under which Seller has or may have any liability for contributions, premiums, or benefits, each, an "Employee Benefit Plan").

(ii) With respect to each Employee Benefit Plan, Seller has made available to Buyer accurate, current and complete copies of each of the following, as applicable: (i) where the Employee Benefit Plan has been reduced to writing, the plan documents together with all amendments; (ii) where the Employee Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements, custodial agreements, insurance policies, administration agreements and similar agreements, and investment management or investment advisory agreements; (iv) copies of any summary plan descriptions or similar employee communications relating to any Employee Benefit Plan; (v) in the case of any Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "Qualified Benefit Plan") a copy of the recent advisory, opinion or determination letter from the Internal Revenue Service; (vi) in the case of any Employee Benefit Plan for which Forms 5500 are required to be filed, a copy of the recently filed Forms 5500, with all schedules attached; and (vii) copies of all notices, letters or other correspondence from the U.S. Department of

Treasury, Internal Revenue Service, U.S. Department of Labor or Pension Benefit Guaranty Corporation relating to the Employee Benefit Plan.

(iii) Each Employee Benefit Plan has been maintained and administered in accordance with its terms and all applicable Law, including ERISA and the Code. Each Qualified Benefit Plan has received a favorable and current determination letter from the Internal Revenue Service, or can rely on an advisory or opinion letter from the Internal Revenue Service with respect to a volume submitter or prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such advisory or opinion letter from the Internal Revenue Service, as applicable. Nothing has occurred with respect to any Employee Benefit Plan that has subjected or could reasonably be expected to subject Seller or with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to an excise tax under the Code. All benefits, contributions and premiums relating to each Employee Benefit Plan have been timely paid in accordance with the terms of such Employee Benefit Plan, the terms of all applicable Laws and applicable accounting principles. With respect to any Employee Benefit Plan, no event has occurred or is reasonably expected to occur that has resulted in or could subject Seller or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a Tax under Section 4971 of the Code or the assets of any of the foregoing Persons to lien under Section 412(n) of the Code.

(iv) Neither the Seller nor any ERISA Affiliate has ever sponsored, maintained, contributed to or had any obligation to contribute to a plan or arrangement that is or was (i) subject to Title IV of ERISA or Section 412 of the Code; (ii) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA); (iii) a "multiple employer plan" (within the meaning of Section 3(40) of ERISA or Section 413(c) of the Code); (iv) a "voluntary employees' beneficiary association" (within the meaning of Section 501(c)(9) of the Code); or (v) a "multiple employer welfare arrangement" (within the meaning of Section 3(40)(A) of ERISA).

(v) Other than as required under COBRA, no Employee Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following the retirement or other termination of employment of any Employee (other than death benefits when termination occurs upon death).

(vi) There is no pending, or to Seller's Knowledge, threatened Action relating to an Employee Benefit Plan, no Employee Benefit Plan has within the three years prior to the Effective Date been the subject of an examination or audit by a Governmental Authority or is the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(vii) There has been no amendment to, announcement by Seller or any of its Affiliates relating to, or change in employee participation or coverage under, any Employee Benefit Plan that would increase the annual expense of maintaining such Employee Benefit Plan above the level of the expense incurred therefore for the most recent fiscal year and with respect

to any Employee. Neither Seller nor any of its Affiliates has any commitment or obligation or has made any representations to any Employee, whether or not legally binding, to adopt, amend or modify any Employee Benefit Plan.

(viii) Each Employee Benefit Plan that is or forms part of a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code has been timely amended to comply and has been operated and administered in material compliance with all applicable requirements of Section 409A of the Code and guidance promulgated thereunder. Seller does not have any obligation to gross-up, indemnify, or otherwise reimburse any current or former Employee or service provider to the Business for any Taxes, interest, penalties, or any other liability imposed under or related to Section 409A of the Code.

(ix) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder will not (i) result in any payment becoming due to any Employee, (ii) accelerate the time of payment or vesting, or increase the amount of compensation or benefits due any Employee or any director, officer, or consultant of the Business (including funding of compensation or benefits through a trust or otherwise), (iii) increase any benefits otherwise payable under any Employee Benefit Plan, or (iv) result in the payment of any amount that may be deemed a “parachute payment” under Section 280G of the Code with respect to any current or former Employee or any consultant of the Business or director of Seller.

6. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BUYER. Buyer hereby represents, covenants and warrants to Seller that the statements contained in this Section 6 are correct and complete as of the Closing Date:

(a) Corporate Organization, Qualification, Power and Action. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware and, subject to the satisfaction of the conditions set forth in Sections 8(a) and 8(b), has the requisite power and authority to execute and deliver this Agreement and consummate the transactions contemplated herein. Buyer has by proper organizational proceedings duly approved this Agreement and the transactions contemplated herein, authorized the execution and delivery of this Agreement and the consummation of all transactions contemplated herein and has authorized its several officers to execute and deliver this Agreement on behalf of Buyer. This Agreement has been, and each related agreement executed and delivered by Buyer on or prior to the Closing will be, duly and validly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar Laws of general applicability governing the enforcement of the rights of creditors or by the general principals of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflict or Violation. The execution and delivery by Buyer of this Agreement does not (i) conflict with any of the provisions of the certificate of formation or Limited Liability Company Agreement or other governing documents of Buyer, or (ii) contravene any constitution, statute, Law, ordinance, rule, regulation, order, judgment, injunction, decree, ruling, determination or award applicable to Buyer. Buyer is not a party to any unexpired, undischarged or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument

whereby timely performance by Buyer according to the terms of this Agreement may be prohibited, prevented or delayed.

(c) Sufficiency of Funds. Buyer has sufficient Cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

(d) Litigation. Except as set forth on Schedule 6(d), there is no Action pending before any federal, State, local or other court, Governmental Authority or tribunal or, to the knowledge of Buyer, threatened against or affecting Buyer or any Buyer Affiliate that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

7. CERTAIN ADDITIONAL COVENANTS OF SELLER.

(a) Conduct of Business Prior to Closing. During the period beginning on the Effective Date and continuing until the Closing Date, and subject to the terms of the Management Agreement, Seller shall conduct its Business in the Ordinary Course consistent with prudent industry practice, and in such a manner so as to ensure that Seller's representations and warranties remain true and correct through the Closing, and Seller shall use its commercially reasonable efforts (subject to the Management Agreement) to preserve the Business and the Assets, and the goodwill of customers, suppliers, and others having business relations with Seller.

(b) Third-Party Consents. To the extent that the assignment to Buyer or any designee of Buyer of any outstanding Contract, Lease, license, provider number or permit included in the Assets pursuant to this Agreement is, by its terms or by operation of law, not permitted without the consent of another party, Seller shall use commercially reasonable efforts, at Buyer's expense, to obtain such Contractual Consents and Government Consents, as applicable, prior to the Closing Date and in the event that any such consent is not obtained (but without limitation on Buyer's rights under Sections 15(a) and 15(b)) this Agreement shall not be deemed to constitute an undertaking to assign the same if such consent is not given; provided, however, that Seller shall cooperate with Buyer to ensure that Buyer obtains the benefits of each such Contract and Seller shall indemnify and hold harmless Buyer from and against any and all Claims as a result, directly or indirectly, of the failure to obtain any such consent. Seller shall continue to use commercially reasonable best efforts, at Buyer's expense, after the Closing to obtain all such outstanding consents, and Seller shall cooperate in any arrangement designed to provide Buyer or any designee of Buyer with the rights and benefits of any such Contract, license, Lease, provider number or permit.

(c) Cooperation, Access and Notice of Adverse Changes. At Buyer's expense, Seller shall cooperate with Buyer and Buyer's Representatives in connection with Buyer's efforts to obtain all Licenses and Permits that may be necessary or that may be reasonably requested by Buyer to consummate the transactions contemplated by this Agreement. The foregoing and Section 7(b) notwithstanding, to the extent the Licensing Authorities require the payment of any amounts to facilitate the transfer of the Operating License to Buyer as result of Seller's activities prior to the Effective Date, Seller shall promptly pay all such amounts to the Licensing Authorities. Seller

will authorize and permit Buyer and its Representatives to have reasonable access during normal business hours, upon reasonable notice, to all of Seller's books and records respecting the Business and the Assets. Seller shall promptly notify Buyer of any event of which Seller obtains knowledge which has had or might reasonably be expected to have a material adverse effect on the Business, or any of the Assets or Assumed Liabilities, or on Buyer's ability to operate the Business in substantially the same manner as Seller after the Closing Date, or which, if known as of the Effective Date would have been required to be disclosed to Buyer. Buyer shall promptly notify Seller of any event of which Buyer obtains knowledge which has had or might reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement and/or the Management Agreement.

(d) No Negotiation. Until the earlier of the Closing or the termination of this Agreement, Seller Parties shall not, and Seller shall cause its equityholders, directors, officers, Employees, agents and Representatives not to, directly or indirectly, solicit, initiate, encourage or enter into any discussions or negotiations with, or provide any assistance or information to, or enter into any agreement with, any Person or group of Persons, or any entity or group of entities (other than Buyer or a designee of Buyer) concerning any acquisition of the Business or the Assets or any other agreement or transaction which could reasonably be anticipated to interfere with the transactions contemplate hereby.

(e) Damage to Assets. Between the Effective Date and the Closing Date, subject to the terms of the Management Agreement, the risks and obligations of ownership and loss of the Assets and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event of damage or destruction to the Assets prior to Closing which is not the responsibility of New Manager under the Management Agreement, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event any prepaid monies shall be refunded to Buyer immediately. If Buyer does not so terminate this Agreement, at Buyer's election, either (i) Seller shall, at its sole cost and expense and in good and workmanlike manner repair or replace such damage prior to the Closing, or (ii) Buyer shall accept such Assets in their then-current condition, with a reduction in the Purchase Price in the amount necessary to fully repair and restore such damaged Assets. Seller shall promptly notify Buyer of any damage or destruction to the Assets. In the event of damage or destruction to the Assets prior to Closing which is the responsibility of New Manager under the Management Agreement, Buyer shall be required to accept such Assets in their then-current condition and Close without adjustment.

(f) Supplemental Disclosure Schedules. Each schedule and exhibit attached hereto shall be amended or updated at any time, and from time to time, at or prior to the Closing upon delivery by Seller of a Supplemental Disclosure Schedule setting forth such amendment or updated information hereafter arising or discovered which (a) if known or existing on the date of this Agreement, would have been required to be set forth or listed in this Agreement or any schedule hereto, or (b) is necessary to correct any information previously provided (a "Supplemental Disclosure Schedule"). No such Supplemental Disclosure Schedule shall be deemed to cure any breach of any representation or warranty made in this Agreement or have any effect for purposes of determining the satisfaction of the conditions set forth in Section 10(a), or the compliance by

Seller with any covenant set forth herein or Buyer's rights to indemnification pursuant to Section 15.

(g) Delivery of Certain Closing Documentation. Contemporaneously with the execution of this Agreement, the parties shall deliver to Ely D. Tandler Strategic & Legal Services, PLLC, counsel to Buyer ("Buyer Counsel"), the following documentation, to be held by such counsel pending Closing. Upon the satisfactions and/or waiver of all the conditions to Closing set forth in this Agreement, such documentation, shall be deemed delivered to the appropriate party pursuant to the Closing. Each party represents and covenants that pending the Closing, such documentation will not be filed, submitted or otherwise used to effectuate any transfer of the Assets to Buyer, and that other than as expressly permitted hereunder, in the event of the termination of this Agreement in accordance with its terms, will be promptly returned to the appropriate party.

(i) Seller Pre-Closing Deliverables:

(1) Certificates of Title (aka "Pink Slips")² for each of the ambulance vehicles, signed by Seller and lienholder, if any, on each such Certificate of Title and all other documentation required in order to transfer ownership of the Rolling Stock to Buyer;

(2) A bill of sale substantially in the form attached hereto as Exhibit C (the "Bill of Sale") duly executed by Seller;

(3) All documentation reasonably requested by Buyer and required to be completed and signed by Seller in connection with the surrender and termination of Seller's ambulance and ambulette Operating License;

(4) All documentation required to be completed and signed by Seller, including its Board of Directors and/or its equityholders required for Seller to amend its certificate of incorporation to change its name;

(5) All documentation required to be completed and signed by Seller in connection with the transfer of Seller's Medicare and other provider numbers and agreements to Buyer;

(6) The Assignment Agreement, duly executed by Seller; and

(7) Duly executed Uniform Commercial Code Financing Statement change forms terminating any and all Encumbrances, if any, on the Assets, and any other documents reasonably necessary to terminate any other claims or restrictions affecting the Assets, except with respect to the Permitted Encumbrances to the extent expressly provided to the contrary in Schedule 1(a).

(ii) Buyer's Pre-Closing Deliverables:

² **Note to Seller:** Buyer will require delivery of all Certificates of Title at Closing, as this is an asset purchase transaction.

(1) The Assignment Agreement, duly executed by Buyer.

8. **CONDITIONS OF BOTH PARTIES' OBLIGATIONS.** The obligations of both Seller and Buyer to participate in the Closing are conditioned upon the fulfillment, on or before the Closing Date, of each of the following conditions:

(a) There shall not have occurred any event (e.g., casualty, labor disturbance, act of God) which would materially adversely affect the Businesses or Assets to be acquired hereunder. Notwithstanding the foregoing, a casualty affecting the Fixed Assets and/or the Premises shall be dealt with in accordance with Section 17(a).

(b) The obligations of both Seller and Buyer to participate in the Closing are conditioned upon Buyer's receipt of the approval of the Regional Emergency Medical Services Council (REMSCO) and the DOH to transfer Seller's Operating License to Buyer on or before the Closing Date.

9. **CONDITIONS OF SELLER'S OBLIGATIONS.** Seller's obligation to participate in the Closing is further conditioned upon the fulfillment, on or before the Closing Date, of each of the following additional conditions:

(a) Performance of Covenants and Conditions. All representations and warranties of Buyer herein shall be true and correct as of the Closing Date, Buyer shall have performed all of its covenants and agreements to be performed by it hereunder, and all conditions to be satisfied prior to or as of the Closing by Buyer shall have been satisfied.

(b) Delivery of Documents. Buyer shall have delivered to Seller all papers, instruments, and documents necessary to carry out the intent and purpose of this Agreement and also any documents and instruments necessary in the future to effect the consummation of this Agreement including the following:

(i) Certificate of resolutions evidencing action taken by the members of Buyer to authorize the transaction contemplated by this Agreement and resolutions reflecting any other approvals required under Buyer's charter documents to authorize the transaction contemplated by this Agreement; and

(ii) Certificate duly executed and attested to by an officer of Buyer certifying to the best of Buyer's knowledge that the representations and warranties made in this Agreement by Buyer are true and correct with the same effect as if made at and as of such time.

10. **CONDITIONS OF BUYER OBLIGATIONS.**

(a) Buyer's obligation to participate in the Closing is further conditioned upon the fulfillment, on or before the Closing, of each of the following additional conditions:

(i) Except as otherwise provided in Section 17(a), as of the Effective Date, there shall not have occurred any event, fact, condition, change or effect that is or could be (in the

sole discretion of Buyer) adverse to the Business, the Assets, results of operations, condition (financial or otherwise), prospects, or the Assumed Liabilities.

(ii) To the extent required by the terms of the Lease or otherwise commercially prudent under the circumstances as determined by Buyer, the landlord of the Premises consents to assignment of the Lease to Buyer, or in the alternative, executes a new Lease with Buyer on terms no less favorable than the terms of the Lease.

(iii) The transfer of Seller's AOA to Buyer has been approved by the Licensing Authorities.

(iv) All representations and warranties of Seller herein shall be materially true and correct as of the Closing Date, Seller shall have performed all of its covenants and agreements to be performed by it hereunder, and all conditions to be satisfied prior to or as of the Closing by Seller shall have been satisfied.

(v) No material portion of the Assets shall have been affected by any fire, vandalism, theft or similar casualty, or by any condemnation action. There shall have been no Action pending or threatened against or affecting the Assets or the Business that will have a material adverse effect on the Business or Buyer's intended ownership and operation of the Assets. There shall have been no change in any applicable Law that could or would have a material adverse effect upon Buyer's intended ownership of the Assets.

(vi) There shall not be any pending or threatened Action (1) against Seller or any directors, officers or members of Seller, which challenge the power and authority of Seller to enter into this Agreement or to carry out its obligations hereunder or the validity of the sale contemplated by this Agreement, (2) which might have a materially adverse effect upon the conduct of the Business, (3) that could prevent or cause the rescission of, the consummation of the transactions contemplated in this Agreement, or (4) materially and adversely affect the right of Buyer to own the Assets.

(vii) Buyer shall have received evidence that any Person with an Encumbrance on the Assets has terminated the Encumbrance and has duly filed, recorded or delivered to Buyer all necessary consents and termination filings required in order for Seller to transfer the Assets to Buyer free and clear of any and all Encumbrances, except for Permitted Encumbrances.

(viii) Evidence reasonably satisfactory to Buyer that Paul Lebowitz has executed an employment agreement with Buyer, effective immediately post-Closing, at a salary of \$15,000 per month for a period of 90 days following the Closing Date, and that Seller has delivered the waiver with respect to such employment.

(ix) Effective as of the Closing Date, Seller shall take necessary actions, including amending its certificate of incorporation to change its name, so as to permit Buyer to have full ownership rights to, including the unrestricted right to use in commerce and otherwise, the name "Primary Care Ambulance"; provided, however, Buyer shall authorize Seller to endorse and deposit checks for services rendered by Seller prior to the Effective Date in Seller's and may

list on its bank accounts and in any collection notice that Seller was formerly known as Primary Care Ambulance.

(x) The financial Leases for the Rolling Stock, if any, shall have been assigned to Buyer and all Contractual Consents shall have been obtained for such assignments, to the extent required.

(xi) Subject to Section 7(g), Seller shall have delivered to Buyer all papers, instruments, and documents necessary to carry out the intent and purpose of this Agreement and also any documents and instruments necessary in the future to effect the consummation of this Agreement including the following documents:

(1) Certificate of Good Standing of Seller issued by the New York State Department;

(2) Certificate of Seller, dated as of the Closing Date, in form and substance satisfactory to Buyer, certifying as to: (a) the organizational documents of Seller attached to such certificate as being true and correct in all respects; and (b) corporate resolutions evidencing action taken by the Board of Directors and equity holders of Seller to authorize execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement;

(3) The Bill of Sale, and any other necessary instruments of transfer executed by Seller for the transfer of the Assets to Buyer;

(4) Such documentation executed by Seller as is required to transfer title to all Rolling Stock included within the Fixed Assets;

(5) Certificate duly executed and attested to by an officer of Seller certifying to the best of Seller's Knowledge: (i) that the representations and warranties made in this Agreement by Seller are true and correct as of the Closing with the same effect as if made at and as of such time; (ii) that all conditions to Seller's obligation to close the sale contemplated by this Agreement have been satisfied or waived by Seller; and (iii) the absence of any breach of, or default under, or the occurrence of any event or condition which, with the giving of notice or the passage of time or otherwise, would constitute a breach of, or default under, the terms or conditions of this Agreement;

(6) The Assignment Agreement, duly executed by Seller;

(7) The Transition Services Agreement, duly executed by Seller;

(8) Duly executed Uniform Commercial Code Financing Statement change forms terminating any and all Encumbrances, if any, on the Assets, and any other documents reasonably necessary to terminate any other claims or restrictions affecting the Assets, except with respect to the Permitted Encumbrances to the extent expressly provided to the contrary in Schedule 1(a);

(9) Any forms or applications completed by Seller, as requested by Buyer, which are required to be submitted following the Closing to enable Buyer to operate the Assets, including, without limitation, the Certificates of Title (aka "Pink Slips") for each of the Rolling Stock, signed by Seller and lienholder, if any, on each such Certificate of Title and all other documentation, including smog certifications, if required in order to transfer ownership of the ambulance vehicles to Buyer;

(10) The keys and/or access codes to all locks located on or in the Assets (and any and all cards, devices or things necessary to access any Assets), including, without limitation, keys to all ambulance vehicles;

(11) Evidence that Seller has delivered the Bank Instruction as defined in Exhibit D; and

(12) Such other documents and instruments as are reasonably required or appropriate to transfer the Assets under this Agreement and vest in Buyer all of Seller's right, title and interest in and to the Assets or otherwise to effectuate the terms of this Agreement.

(b) Buyer's obligation to participate in the Closing is further conditioned upon Seller delivering to Buyer the Customer Information and Medical Records, subject to all applicable confidentiality Laws.

11. WAIVER OF CONDITIONS. Either party may waive any or all conditions to its obligation to close under this Agreement. Such a waiver shall be effective only if made in a written notice delivered to the other party in accordance with Section 18(d) at or before the Closing. Buyer's waiver of any such conditions shall in no way limit or reduce any remedies available to Buyer, including, without limitation, under Section 15.

12. BULK SALES LAW AND SALES TAX.

(a) Bulk Sales Law. The parties agree and acknowledge that Seller's primary business is not the sale of merchandise, as referred to in Article 6 of the State of New York Uniform Commercial Code (the "Bulk Sales Law"), as presently in effect, and agree that no notice need be given to creditors pursuant to the Bulk Sales Law.

(b) Sales Tax. Buyer and Seller further agree that the transfer of assets under this Agreement does not constitute a retail sale of tangible personal property such that would ordinarily require payment of sales and use tax, and that no sales tax is owed on the Fixed Assets transferred under this Agreement. If, however, the State of New York or other taxing authority determines that such sales and use tax is due and owing, the Seller Parties, on the one hand, and the Buyer, on the other hand, shall be equally responsible for paying to appropriate authorities any such sales or use tax.

13. PENDING THE CLOSING.

(a) Conduct of Business Pending the Closing. Seller covenants that from the Effective Date until the Closing, subject to the obligations of the parties set forth in the Management Agreement, it shall maintain the operation of the Business in the same manner in which such business has heretofore been conducted, continue to maintain the Assets (including the office and ambulance supplies) and Premises to the same level of maintenance as exists on the Effective Date, and shall not enter into any transactions with respect thereto other than in the Ordinary Course of the Business.

(b) Conduct of Business After the Closing. Each of the Seller Parties covenant that from and after the Closing Date, it shall not discontinue its Business until Buyer has obtained approval from the DOH for the transfer of the Operating License, nor shall it allow any circumstance which will cause said operating authority or certificate to become invalid or suspended, rendering the same unavailable for transfer to Buyer at the Closing.

14. COOPERATION AFTER CLOSING.

(a) Further Assurances. The parties shall cooperate reasonably with each other and with their respective Representatives, after the Closing, in connection with any steps reasonably necessary, desirable or convenient in furtherance of their respective obligations under this Agreement and to ensure that Buyer obtains the benefits of the Assets, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated hereby.

(b) Access to Books and Records. After the Closing, to the extent allowable and in compliance with any and all Laws (including but not limited to HIPAA), Buyer shall afford Representatives of Seller during normal business hours and at times mutually agreed upon by the parties, access to the Customer Information and Medical Records relating to times prior to the Closing for the purposes of preparing tax, financial, and other reports, participating in tax and other governmental or insurance audits, litigation, billing, collection of receivables or for any other legitimate purpose related to services rendered by Seller prior to the Closing. Seller shall be responsible for the cost of photocopying any Medical Records required by it. To the extent Seller needs to access or copy Medical Records post-closing, Seller will use commercially reasonable efforts to ensure patient privacy regarding the Medical Records is maintained in all material respects and shall comply with any and all applicable patient Privacy Laws and Laws relating to the storage of Medical Records. Buyer agrees to retain the Customer Information and the Medical Records (including, but not limited to, slides) for at least six (6) years after the time the ambulance service was rendered (or the patient, if a minor, reaches age eighteen (18)) or for such longer periods of time as are required by Law, Medicare, Medicaid and third party payors for audit or otherwise. Buyer may make electronic copies of the Medical Records and store the Medical Records in this manner.

(c) Non-Compete, Non-Solicitation.

(i) As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, full consideration for which is included as part of the

Purchase Price, Seller Parties agree that, except as expressly permitted herein, none of the Seller Parties, nor any of their respective Affiliates, shall, for a period of five (5) years following the Closing Date: (1) have an ownership, financial, governance or management interest in a competing business providing any ambulance/vehicular medical transportation services of the type offered by the Business but excluding Mercy Care ambulette services (a "Competitive Line of Business") within the counties covered by the Operating License (the "Non-Compete Area"), (2) directly or indirectly hire, contract with, or induce any party to recruit or hire any Person who is an Employee or independent contractor of Seller; and/or (3) intentionally solicit the trade, patronage or business, for a Competitive Line of Business, of any (a) Customer of Business, or (b) third-party payor or customer group that uses the Business, or (c) third-party payor or customer group that is primarily based in the Non-Compete Area. Notwithstanding the foregoing, the terms of subsection (1) of this paragraph shall not be deemed to prohibit Seller or any of Seller's Affiliates from having an ownership, financial, governance or management interest in Buyer or any of Buyer's Affiliates, and the terms of subsection (3) shall not be deemed to prohibit solicitation of Customers or third party payors of the Business for lines of business that are not a Competitive Line of Business or from providing ambulette services to any Customer of the Business.

(ii) Each of the Seller Parties hereby acknowledge that the restrictions contained in this Section 14(c) are reasonable and necessary to protect the legitimate interests of Buyer following the Closing Date. The parties also hereby acknowledge and agree that any breach of Section 14(c) would result in irreparable injury to Buyer and that any remedy at Law for any breach of Section 14(c) would be inadequate. Notwithstanding any provision to the contrary contained in this Agreement, the parties therefore agree, and Seller hereby specifically consents that, without necessity of proof of actual damage, Buyer may be granted temporary or permanent injunctive relief, that Seller will not assert or attempt to assert that damages at Law are an adequate remedy, that Buyer shall be entitled to an equitable accounting of all earnings, profits and other benefits arising from such breach, and that Buyer shall be entitled to recover its reasonable fees and expenses, including attorneys' fees, incurred by Buyer in enforcing the restrictions contained in Section 14(c).

(iii) If any court of competent jurisdiction ever deems that the provisions contained in this Section 14(c) exceed the time or geographic limits or any other limitations permitted by applicable Law, then such provisions shall be deemed reformed to the maximum extent permitted by applicable Law.

(d) Accounts Receivable. Seller shall be entitled to bill for and receive payments for the services that it provides prior to the Closing, subject, however, to the terms and conditions of the Management Agreement between the parties regarding the operation of the service. Buyer shall be entitled to bill for and receive payments for the transfers that it undertakes in subsequent to the Closing. Each party agrees to promptly forward payments that it receives in error to the other party after the Closing.

15. INDEMNIFICATION.

(a) Indemnification by Seller. Seller agrees to indemnify and hold harmless Buyer, its Affiliates, successors and/or assigns, from and against all losses, claims, damages, Liabilities, and expenses (including reasonable attorneys' fees) ("Losses"):

(i) resulting from any claims asserted by local, state or federal authorities for unpaid Taxes of Seller (including payroll taxes with respect to Seller's Employees, but excluding any sales, use or other taxes arising from this transaction) or arising from any imposition of Tax or the assessment of any deficiency for Tax or penalties or interest incidental thereto of Seller, other than as related to the Business for periods and or/activities managed by Buyer pursuant to the Management Agreement;

(ii) resulting from any claims for breach of implied or express warranties with respect to products or services sold to Customers by Seller prior to the Closing, but excluding products or services provided by the Business during the term of the Management Agreement to the extent Seller was not the proximate cause of such breach; or

(iii) resulting from the material inaccuracy of or any material breach of any representation, warranty, covenant, or agreement made by Seller under this Agreement or in any other schedule, exhibit, certificate, document, writing or instrument delivered by Seller pursuant to this Agreement, any Retained Liabilities, or acts or omissions of Seller occurring prior to the Closing, or the assertion against Buyer or the Assets of any Liability or obligation of Seller or relating to the operation of the Assets by Seller prior to the Closing, whether absolute or contingent, known or unknown, other than the Liabilities assumed by Buyer pursuant to Section 3 or Liabilities that arise pursuant to Buyer's management of the Business pursuant to the Management Agreement. Seller hereby acknowledges that, regardless of any investigation made (or not made) by or on behalf of Buyer, and regardless of the results of any such investigation, the Buyer has entered into this transaction in express reliance upon the representation and warranties of Seller made in this Agreement.

(b) Retained Amount and Right of Offset.

(i) Seller acknowledges that a breach of this Agreement by Seller, its failure to satisfy its Retained Liabilities and/or certain other actions or omissions of Seller in connection with its operation of the Business prior to the Closing Date, may cause Buyer to incur certain Losses, and Seller has agreed to indemnify Buyer for such Claims pursuant to Section 15(a). Without limitation on Seller's more general indemnity obligation above, the Retained Amount is withheld from the final installment payment of the Purchase Price as Buyer's security for the satisfaction by Seller of Seller's indemnification obligations pursuant to such Section 15(a), (collectively, the "Offset Claims"), and Buyer shall be permitted to withhold and offset from the Retained Amount all amounts sufficient to satisfy the applicable Offset Claims of Buyer against Seller for which Seller is required to indemnify Buyer pursuant to Section 15(a), as more fully provided below. For the avoidance of doubt, claims covered by insurance shall not be included within "Offset Claims," unless Buyer reasonably determines that coverage is unavailable or insufficient, including upon issuance of a reservation of rights letter.

(ii) Buyer shall provide thirty (30) days' advance written notice to Seller of amounts it intends to withhold and offset from the Retained Amount; provided, however, that if fewer than thirty (30) days remain before June 30, 2026, Buyer shall only be required to provide notice equal to the number of days then remaining prior to June 30, 2026. Following the expiration of such thirty (30) day period, and with reservation of Seller's right to arbitrate such offset pursuant to the dispute resolution provisions sets forth in this Agreement, Buyer shall thereafter have the right, in addition to other rights and remedies (whether under this Agreement or applicable Law), to withhold and offset from such payment an amount equal to the amount of the Offset Claim until such matters are resolved. Buyer shall not have the right to settle any Offset Claims directly with the claimant, without the prior written approval of Seller, which approval shall not be unreasonably withheld. At such time as any disputed right to assert such Offset Claim (including the amount of the Offset Claim), has been mutually agreed to by Buyer and Seller or has otherwise been finally resolved, amounts determined to be inappropriately offset shall be delivered to Seller pursuant to this Agreement together with interest on any such inappropriately offset amount from the date withheld by Buyer until paid at the rate of five percent (5%) per annum, or the maximum rate allowable by Law, whichever is less.

(iii) Notwithstanding the foregoing, Seller shall not be liable to Buyer for any Losses (other than Losses arising from any breach or inaccuracy of any Fundamental Representation or Losses arising from fraud) until the aggregate amount of such Losses exceed \$25,000 (the "Threshold"), in which event Seller will be liable for all Losses going back to the first dollar; provided, however, Seller's total liability for all breaches may not exceed \$240,000 (the "Cap"). For the avoidance of doubt, the Threshold and the Cap shall not apply to Losses arising from fraud or from any breach or inaccuracy of any Fundamental Representation. Seller shall have no liability for indirect, consequential, punitive, and incidental damages, even if the parties have been advised of the possibility thereof.

(c) Indemnification by Buyer. Buyer hereby agrees to indemnify and hold harmless Seller from and against all Losses resulting from (i) the material inaccuracy of or any material breach of any representation, warranty, covenant, or agreement made by Buyer under this Agreement, (ii) acts or omissions of Buyer occurring after the Closing, including, without limitation, as a result of Buyer's hiring practices in connection with the hiring by Buyer of the Retained Employees, or the assertion against Seller of any Liability or obligation of Buyer, (iii) the use of the Assets by Buyer or its successors and assigns after the Closing, whether absolute or contingent, known or unknown, (iv) the Retained Employee Liabilities, or (v) the Pre-Closing Payroll Amounts.

(d) Defense of Claims. Either party called upon for indemnification under the foregoing paragraphs shall contest and defend, at its own expense, or satisfy any claim for such Liability and any Action which may be brought thereon, and shall pay and discharge any final judgment which may be obtained by reason thereof, but only if the claim is subject to indemnification hereunder. The indemnified party may at its option, but shall not be required to, join the defense by counsel retained at its own expense, but the Action shall be controlled by the indemnifying party. In the event that the indemnifying party shall fail promptly to defend any such suit, claim, demand, or obligation that is subject to indemnification hereunder, or to satisfy the

same, the indemnified party shall be entitled to defend or compromise and settle the same and to obtain reimbursement from the indemnifying party for its Liability, damage, or loss and for its costs and expenses (including reasonable attorneys' fees incident thereto). The parties shall cooperate reasonably with each other in the defense of any asserted claim, demand, or Liability within the scope of the aforesaid indemnity provisions. The indemnifications contained in this Section 15 shall survive the execution of this Agreement and the Closing.

16. **CLOSING PROCESS.** The parties shall close on the transfer of the Assets and the assumption of the Assumed Liabilities and the other transactions contemplated by this Agreement (the "Closing") within five (5) days of (1) receipt of the final approval of the DOH for the transfer to Buyer of the Operating License and the satisfaction or waiver of the other conditions to Closing set forth in this Agreement. The date on which the Closing occurs is referred to herein as the "Closing Date" and the Closing is effective as of 12:01 am on the Closing Date. The parties must mutually agree in writing to postpone the Closing to another date.

17. **TERMINATION OF AGREEMENT.**

(a) This Agreement may be terminated at any time prior to Closing as follows:

(i) by the mutual written consent of Buyer and Seller;

(ii) by Buyer if the Closing has not occurred by the Outside Closing Date (defined below) by reason of the failure of any Buyer condition precedent under Section 10 (unless the failure results primarily from the material breach by Buyer of any representation, warranty, or covenant contained in this Agreement or the acts of New Manager under the Management Agreement);

(iii) by the Seller if the Closing has not occurred by the Outside Closing Date by reason of the failure of any Seller condition precedent under Section 9 (unless the failure results primarily from the material breach by the Seller of any representation, warranty, or covenant contained in this Agreement);

(iv) by either Buyer or the Seller if there has been a material breach on the part of the other party of any representation, warranty or covenant contained in this Agreement; provided, however, that if such breach or misrepresentation is susceptible to cure, Seller or Buyer, as the case may be, shall have fifteen (15) days after receipt of written notice from the other party of such party's intention to terminate this Agreement pursuant to this subsection, in which to cure such breach before the other party may so terminate the Agreement; or

(v) by either Buyer or Seller, if the Closing has not occurred by the one year anniversary following the Effective Date ("Outside Closing Date"), including, without limitation due to the failure to satisfy the conditions set forth in Section 8(b), provided that the failure of the Closing to occur by such date is not the result of a breach by the party electing such termination of any representation, warranty or covenant of such terminating party contained in this Agreement.

(b) If this Agreement shall be terminated pursuant to this Section 17, all further obligations of the parties under this Agreement shall terminate; provided, however, that a termination under this Section 17 shall not relieve any party of any Liability for a breach of or for any misrepresentation under this Agreement, or be deemed to constitute a waiver of any available remedy (including specific performance, if available) for any such breach or misrepresentation.

18. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the Laws of the State of New York, without reference to its conflict of law's provisions.

(b) Amendment; Captions; Construction. This Agreement may not be modified, waived, amended, or terminated except by the written consent of all parties. The captions and headings contained herein are for convenience and reference only and in no way shall be construed to modify, amplify, or otherwise affect the interpretations or construction of this contract. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (c) "or" is not exclusive; (d) "includes" and "including" are not limiting; and (e) the terms "Buyer" and "Seller" and the pronouns used herein shall be construed to mean either the singular or plural, masculine or feminine, of any person, persons, firm or corporation, collectively or individually, whenever the context so requires or admits. Any reference in this Agreement to an "Affiliate" shall mean any Person directly or indirectly, alone or with other Persons, Controlling, Controlled by or under common Control with a second Person, including, without limitation, the officers, directors, managers and/or owners of any Person. The term "Control" (including the terms "Controlled by" and "under common Control with") means the possession, direct or indirect, alone or with other Persons, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural , partnership, corporation, limited liability company, association, trust or other legal entity.

(c) Defined Terms. Terms used in this Agreement with initial capital letters have the meanings specified in Attachment 1 attached hereto.

(d) Counterparts; Electronic Facsimile. This Agreement or any other agreement (or document) delivered pursuant hereto may be executed by the parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties may rely on electronic facsimile or .pdf signatures to the same extent as originals.

(e) Waivers. No waiver by any party of any breach of any of the covenants, obligations, or agreements or another party hereunder shall be a waiver of any subsequent breach of any covenant, obligation, or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to any subsequent breach. A party shall have the right, at its option, by notice in writing to the other parties, to waive any covenant, obligation, or agreement of the other parties as herein set forth. No waiver shall be binding unless executed in writing by the party making the waiver.

(f) Assignment; Binding Effect. This Agreement shall extend to, shall inure to the benefit of, and shall be binding upon all of the parties hereto and upon their respective heirs, successors and permitted assigns; provided, however, that neither party may assign its rights or delegate its obligations hereunder, in whole or in part, without the prior written consent of the other party. Nothing contained in this Agreement is intended to confer upon any Person, other than the parties hereto and their respective heirs, successors and permitted assigns, any rights, remedies or obligations under, or by reason of, this Agreement. Notwithstanding the foregoing, Buyer may assign this Agreement, and any agreement contemplated under this Agreement, to any Affiliate of Buyer; provided, however, that Buyer guarantees performance of such agreements by any such assignee.

(g) Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or Liability of any third Persons to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or Action over or against any party to this Agreement.

(h) Entire Understanding. It is expressly understood and agreed by and between the parties hereto that this Agreement together with the Schedules and Exhibits hereto, sets forth the entire understanding of the parties and supersedes any and all prior promises, representations, agreements, conditions, and understandings relating to the subject matter hereof, and that there are no promises, representations, agreements, conditions, or understandings, either oral or written, signed or unsigned, between them or their officers, Employees or agents which have not been expressed herein or in agreements and instruments recorded contemporaneously herewith.

(i) Survival. Unless otherwise provided for in Section 5(k), each of the representations and warranties of Buyer or Seller shall survive the Closing for a period of one year.

(j) Notices. All notices, requests, demands or other communications hereunder must be in writing and must be given and shall be deemed to have been given upon receipt if delivered by nationally recognized overnight delivery service, on the date of delivery if delivered in person or if sent by email, or if mailed, on the date posted by the post office, with a copy sent by either certified or registered mail with first-class postage prepaid or by nationally recognized overnight delivery service, as follows:

To Buyer:

Ambulnz Holdings, LLC
35 West 35th Street
New York, NY 10001

with concurrent copy to:

Brownstein Hyatt Farber Schreck LLP
675 E. 15th Street, Suite 2900

Denver, CO 80129

To Seller:

Primary Care Ambulance Corporation
237 Woodward Ave.
Staten Island New York 10314
Attention: Mr. Paul Lebowitz

with concurrent copy to:

Cohen Tauber Spievack & Wagner P.C.
420 Lexington Avenue, Suite 2400
New York, New York 10170
Attention: Laurence Tauber

or to such other address as shall be indicated in notice by each of them to the other given as aforesaid.

(k) Severability. If any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

(l) Expenses. Seller and Buyer shall each bear its own expenses (including attorney fees) relating to the negotiation and closing of this Agreement and in consummating the related transactions.

(m) Communications After Closing. Each party agrees to promptly forward any regular mail or emails that it receives in error to the other party after the Closing. All mail and other deliveries received by Seller after the Closing that relate in any way to the Assets or the Contracts shall be promptly delivered by Seller to Buyer.

(n) Public Statements and Confidentiality. Each party agrees to consult with and obtain the approval of the other party before issuing or making any reports, statements or releases to the public with respect to this Agreement or the transactions contemplated hereby. It is also understood by the parties hereto that the information, documents and instruments delivered to Buyer by Seller or Seller's agents and the information, documents and instruments delivered to Seller by Buyer or Buyer's agents, including without limitation this Agreement and all agreements and documents referenced herein or executed and delivered by the parties the Closing and all analyses, compilations, data, studies or other documents prepared by Buyer or its Representatives containing, or based in whole or in part on, any such furnished information or reflecting its review of, or interest in, the Business or Seller, are of a confidential and proprietary nature. Each of the parties hereto agrees that both prior and subsequent to the Closing, they will maintain the confidentiality of all such confidential information, documents or instruments delivered to them by each of the other parties hereto or their agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and only disclose

such information, documents and instruments to their duly authorized officers, directors, Representatives, attorneys, tax advisers and agents. Should either party be required by applicable Law to disclose the confidential information delivered to it, such party may do so without breaching this Agreement; provided, however, that it shall notify the party whose information will be disclosed prior to such disclosure to provide such party an opportunity to obtain a protective order or other confidential treatment, at the disclosing party's expense. Notwithstanding the foregoing, Buyer shall be permitted to provide a copy of this Agreement to any applicable Governmental Authorities in connection with any applicable submissions regarding the change of ownership of the Business and the Assets, or otherwise required by any Governmental Authorities or accrediting organizations or other parties in connection with any required notification or application for approval of a license, permit, accreditation or enrollment or certification in a governmental payment program, or exemption therefrom, or other Government Consents, and related inquiries and communications. In addition, the party disclosing the confidential information shall use all reasonable efforts to obtain confidential treatment of the information to be disclosed. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, they will return or destroy (at the receiving party's option) all such documents and instruments and all copies thereof in their possession to the other party to this Agreement. Each of the parties hereto recognizes that any breach of this paragraph would result in irreparable harm to the other parties to this Agreement and their Affiliates and that therefore either Seller or Buyer shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of proving actual damages or posting a bond, cash or otherwise, in addition to all of their other legal and equitable remedies available to such party. Nothing in this paragraph, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the mutual opinion of Buyer's counsel and Seller's counsel are (i) required by Law or (ii) otherwise appropriate. This provision shall survive the Closing.

(o) Exhibits. The schedules and exhibits referenced in and attached to this Agreement are incorporated into and made a part of this Agreement to the specific Sections the schedules and exhibits are referenced to.

(p) Ambiguities. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel or has considered obtaining counsel and decided not to obtain counsel. Accordingly, any rule of Law that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties.

(q) No Broker. The parties represent that no broker negotiated the sale of the Business and this Agreement is consummated by Seller and Buyer in reliance on the representation of the other party that no broker or agent brought the Business to the other party's attention or was in any way a procuring cause of this sale and purchase; however, Seller acknowledges that Buyer has engaged a consultant who is paid consulting fees to assist Buyer with due diligence and other matters related to the transaction contemplated herein. Buyer and Seller agree to indemnify and hold each other harmless against the claim of any broker or agent for a commission due by reason

of this sale, where it is alleged that said broker or agent called the Business to said party's attention or interested said party herein, such indemnity to include all costs of defending any such claim, including reasonable attorney's fees.

(r) Each party shall use all commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated as promptly as practicable, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of third parties and to make all filings with and give all notices to third parties that may be necessary to consummate the transactions contemplated by this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date and year first above written.

SELLER

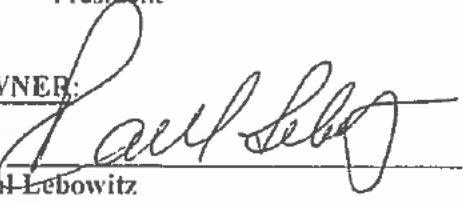
Primary Care Ambulance Corporation

By: 

Name: Paul Lebowitz

Its: President

OWNER:

By: 

Paul Lebowitz

BUYER

Ambulnz Holdings, LLC

By: _____

Name: Lee Bienstock

Its: Chief Executive Officer

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date and year first above written.

SELLER

Primary Care Ambulance Corporation

By: _____
Name: Paul Lebowitz
Its: President

BUYER

Ambulnz Holdings, LLC

By: DocuSigned by: Lee Bienstock
Name: Lee Bienstock
Its: Chief Executive Officer

OWNER:

By: _____
Paul Lebowitz

Ex M



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1330 Post Oak Blvd., Suite 300 Houston TX 77056	CONTACT NAME: Crys Blankenship PHONE (A/C, No, Ext): (713) 824-9911 E-MAIL ADDRESS: crys.blankenship@alliant.com FAX (A/C, No):												
INSURED Ambulnz NY6, LLC & Primary Care Ambulance Corp. 2699 Richmond Terrace Staten Island, NY 10310	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: ACE American Insurance Company</td><td>NAIC # 22667</td></tr><tr><td>INSURER B: Bridgeway Insurance Company</td><td>12489</td></tr><tr><td>INSURER C: Coverys Specialty Insurance Co</td><td>15686</td></tr><tr><td>INSURER D: Indemnity Insurance Company of</td><td>43575</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: ACE American Insurance Company	NAIC # 22667	INSURER B: Bridgeway Insurance Company	12489	INSURER C: Coverys Specialty Insurance Co	15686	INSURER D: Indemnity Insurance Company of	43575	INSURER E:		INSURER F:	
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INSURER C: Coverys Specialty Insurance Co	15686												
INSURER D: Indemnity Insurance Company of	43575												
INSURER E:													
INSURER F:													

License#: 0C36861
AMBUHOL-01**COVERAGES****CERTIFICATE NUMBER:** 1258009121**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		9HA7MM0002071-01	8/6/2025	3/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMPCP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMPCP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 3,000,000																			
PRODUCTS - COMPCP AGG	\$ 3,000,000																			
	\$																			
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ISAH11349778	8/6/2025	1/1/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		005NY000046452	8/6/2025	3/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																			
AGGREGATE	\$ 10,000,000																			
	\$																			
D A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WLCR72605678 SCFC72605597 WLCR72605639	8/6/2025 8/6/2025 8/6/2025	1/1/2026 1/1/2026 1/1/2026	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
B	Professional Liability		9HA7MM0002071-01	8/6/2025	3/1/2026	<table><tr><td>Each Claim Aggregate Limit</td><td>\$1,000,000</td></tr><tr><td>Retrospective Date</td><td>\$3,000,000 08/06/2025</td></tr></table>	Each Claim Aggregate Limit	\$1,000,000	Retrospective Date	\$3,000,000 08/06/2025										
Each Claim Aggregate Limit	\$1,000,000																			
Retrospective Date	\$3,000,000 08/06/2025																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: AMBUHOL-01

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Ambulnz NY6, LLC & Primary Care Ambulance Corp. 2699 Richmond Terrace Staten Island, NY 10310	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Crime Coverage

Carrier: Great American Insurance Company

Policy Number: SAAE4460980600

Policy Term: 8/6/2025 - 1/1/2026

Limit: \$5,000,000 Deductible \$100,000

Cyber Coverage

Carrier: Homeland Insurance Company of Delaware

Policy Number: 720002684-0000

Policy Term: 8/6/2025 - 3/25/2026

Limit: \$5,000,000 Retention \$100,000

Cyber Excess Coverage

Carrier: Travelers Excess and Surplus Lines Company

Policy Number: CXS-107947043-01

Policy Term: 8/6/2025 - 3/25/2026

Limit: \$5,000,000 Excess of \$5,000,000

Property Coverage

Carrier: Arch Insurance Company

Policy Number: PMM100095901

Policy Term: 9/25/2025 - 1/1/2026

Limit: BPP \$25k, Mobile Equipment \$65k, Business Income \$50,000, AOP Deductible \$2,500

Entities shown in Named Insured section were added to each of the policies listed on this COI, effective the dates shown here. First Named Insured on all policies is DocGo, Inc.

First Year Budget PCA only

Receivables:	\$4,200,000
Labor:	\$2,258,824
Auto Expense:	\$ 184,000
Medical Supplies:	\$ 129,000
Uniforms:	\$ 38,640
Office Expenses:	\$ 288,132
Telephone/Radio:	\$ 364,476
Insurance:	\$ 184,708
Taxes/Fees:	\$ 186,246
Miscellaneous Expenses:	TBD

EXN

Assets being transferred:

I. Vehicles and Medical Equipment

10 - Ambulances

11- Stretchers

6 - Life Pak 15 EKG Monitors

5 – Ventilators

1 – Electric Stair Chair

II. Operating Certificate

NYS Department of Health

III. Intellectual Property

6 - Domain Names

9 - Email Addresses

IV. Contracts and agreements with clients and/or vendors

12 – Ambulance Service Agreements with clients

6 – Vendor Agreements for Equipment and/or Services

V. Mechanics Area and Office, Trailer and Parking Lot

As per the attached Schedule

Schedule

Mechanics Area:

- Hydraulic Lift
- Tire changer
- 2 battery chargers
- 2 air compressors
- 1 20 ton hydraulic press
- 8 spare used tires
- Paper shredder
- 2 cabinets
- 3 shelving units; power washer
- . 2 shelf book case
- . 1 mini fridge
- . 1 microwave
- . Air conditioning infusion unit

Office; Trailer; and Parking Lot:

- 10 office desks
- 12 office chairs
- 4 lounge chairs
- 8 file cabinets
- 1 laptop for time clock & ID maker
- 10 computers
- 14 monitors
- USPS stamp machine (leased)¹
- Copier (leased)
- . 3 portable radios
- 9 vehicle radios
- 2 base radios
- . 2 sheds (1 for Oxygen tanks & 1 for auto parts)
- . Owned oxygen tanks: 97 "E" & 19 "M" tanks
- Asst. envelopes and office supplies
- . Full "800" BLS supplies for 9 active ambulances
- . 3 "800" ALS bags, plus assorted extra BLS & ALS supplies