

## STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT ("Agreement"), dated as of the 1<sup>st</sup> day of June, 2019 by and between VIKRAM KAJI, M.D. ("DR. KAJI") and RICHARD BLUM, M.D. ("DR. BLUM")(collectively, the "Parties");

### RECITALS

WHEREAS, Dr. Kaji is the owner of all of the issued and outstanding shares of stock of American Healthcare Services, P.C., doing business as American Women's Services (hereinafter "AWS"), a medical practice specializing in obstetrics and gynecology, with multiple facilities located in the State of New Jersey;

WHEREAS, Dr. Kaji seeks to sell and transfer to Dr. Blum and Dr. Blum seeks to purchase and acquire all of the issued and outstanding shares of stock in AWS;

WHEREAS, the sole shareholder of AWS is responsible for the clinical services provided by AWS and the maintenance of professional practice standards by AWS, as required by N.J.A.C. 13:35-6.16(e);

WHEREAS, Dr. Blum acknowledges that upon his purchase of all of the issued and outstanding shares of stock of AWS as of the date of this Agreement, he will be responsible for the clinical services provided by AWS and the maintenance of professional practice standards by AWS, as required by N.J.A.C. 13:35-6.16(e); and

WHEREAS, AWS owns no assets and has not made a profit in the last 3 years:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Stock Transfer. Dr. Kaji hereby sells and transfers to Dr. Blum all of the issued and outstanding shares of stock in AWS.

2. Surrender of Shares. By execution of this Agreement, Dr. Kaji shall have delivered to Dr. Blum all of the issued and outstanding shares of Stock owned by Dr. Kaji
3. Purchase Price. The purchase price for Dr. Kaji's shares in AWS is One (\$1.00) Dollar. Such purchase price is based on the fact that AWS owns no assets and has not made a profit for at least 3 years.
4. Organization and Standing. AWS is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey. AWS is duly authorized to transact business in the State of New Jersey.
5. Ownership. Dr. Kaji is the sole shareholder of all issued and outstanding shares of stock in AWS. Dr. Kaji has good and marketable title to all shares in AWS, free and clear of all liens, claims, pledges, security interests, encumbrances and adverse interests of every kind and nature whatsoever and is free to sell and transfer and deliver the shares to Dr. Blum pursuant to this Agreement.
6. Authority. Dr. Kaji has full legal capacity, power and authority to enter into and perform this Agreement.
7. Compliance with Laws. AWS and its business and operations, to the best of Dr. Kaji's knowledge, have been conducted in compliance, in all material respects, with (a) all applicable judgments, orders, injunctions, awards or decrees; (b) all applicable federal, state and local laws, ordinances, statutes, and regulations applicable to AWS.
8. Operation of Business. AWS may continue to be operated in the same manner as Dr. Kaji operated AWS and its business, in the same premises presently occupied by AWS, without violation of state, county, or local laws, rules, regulations, ordinances, or other pronouncements.

9. Confidentiality of Records. To the best of Dr. Kaji's knowledge, AWS has maintained and agrees to continue to maintain the confidentiality of all patient records as required by and in conformity with all applicable federal and state laws and regulations. Dr. Kaji has not transferred, and agrees not to transfer, any patient records to any individual or entity against the request of any patient prohibiting AWS from transferring its patient information or records.

10. Self-Referral and Anti-Kickback Laws. Neither AWS nor Dr. Kaji has engaged in any activity that is prohibited by the federal anti-kickback law, 42 U.S.C. §§1320a-7b et seq. or the regulations promulgated thereunder, or the federal physician self-referral law, 42 U.S.C. §§1395nn et seq. or the regulations promulgated thereunder, the federal civil False Claims Act, 31 U.S.C. §§3729 et seq., the New Jersey physician self-referral law, N.J.S.A. 45:9-22.5 et seq. or the regulations promulgated thereunder, or other applicable federal or state law governing kickbacks, self-referrals, fee-splitting, unlicensed or unauthorized practice, professional misconduct or similar matters.

15. Good Standing of Dr. Blum. Dr. Blum has a valid, unrestricted license to practice medicine in the State of New Jersey. Dr. Blum is in good standing with the New Jersey State Board of Medical Examiners ("Board"), and there is no threatened or pending actions against Dr. Blum by the Board. \*

11. Indemnification. Dr. Kaji shall indemnify, defend and hold harmless Dr. Blum and his successors and assigns from and against any and all losses, including, without limitation, reasonable attorneys' fees, interest and penalties, investigations and remedial actions in connection with any action, proceedings, demand, assessment or judgment incident to any of the matters, for which indemnity is provided, that Dr. Blum or his successors or assigns may sustain, suffer or

incur, which loss arises from or are in any way related to any untruth, inaccuracy or breach of any representation, warranty, agreement or covenant of Dr. Kaji contained or made in this Agreement.

12. Modifications: Waivers. No term, provision or condition of this Agreement may be modified or discharged unless authorized by mutual written consent of each of the Parties hereto. No waiver by either Party hereto of any breach by the other Party hereto of any term, provision or condition of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto relating to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements and agreements relating to the subject matter hereof made prior to the date hereof.

14. Further Assurances. Each of the Parties hereto shall promptly do such further acts and things, including executing appropriate documents, as may be reasonably requested by the other Party to carry out the intent of this Agreement.

15. Invalidity. Except as otherwise specified herein, the invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement which shall remain in full force and effect.

16. Successor and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the heirs, legal representatives, trustees, successors and assigns of the Parties hereto.

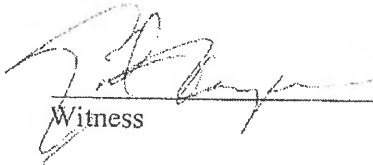
17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its respective conflict of law rules.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

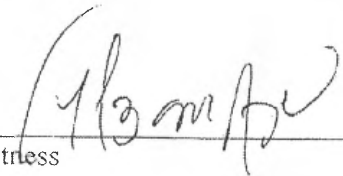
American Healthcare Services, P.C. d/b/a  
American Women's Services


  
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Witness

By:   
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VIKRAM KAJI, M.D., Shareholder

  
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Witness

  
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VIKRAM KAJI, M.D.

  
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Witness

  
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RICHARD BLUM, M.D.