

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

CALIFORNIA SHOCK TRAUMA AIR RESCUE, ~~D.B.A. CALSTAR~~ ("Assignor")

*KA 8-2-16
HM 8-2-16*

and

CALSTAR Air Medical Services LLC, ~~D.B.A. CALSTAR~~ ("Assignee")

*KA 8-2-16
HM 8-2-16*

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of on or about September 15, 2016, effective with the closing of the sale transaction with REACH Medical Holdings, LLC (the "Assignment Effective Date"), by and between California Shock Trauma Air Rescue, ~~D.B.A. CALSTAR~~ ("Assignor"), and CALSTAR Air Medical Services LLC, ~~D.B.A. CALSTAR~~ ("Assignee").

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RECITALS

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- A. COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("NMC"), and Assignor entered into a services agreement for patient transfer coordination and facilitation services which was effective on December 15, 2014 (the "Agreement").
- B. Assignor now wishes to assign to Assignee all of its right, title, and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment: Effective as of the Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. Assumption: Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
3. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Third Party Beneficiaries: Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.
5. Miscellaneous:
 - (i) Headings: The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
 - (ii) Benefit: This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii)Counterparts: This Assignment may be executed in multiple originals and by counterpart.

(iv)Governing Law: This Assignment shall be construed under the laws of the State of California.

(v) Amendments: No alteration, amendment, or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi)Further Assignments: Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR: California Shock Trauma Air Rescue, ~~D.B.A. CALSTAR~~

KA 8-2-16
ATM 8-2-16

By: *Mr. D. [Signature]* Pres/CEO
Name and Title

Date: 7/13/16

Tax ID# 94-2914758

ASSIGNEE: CALSTAR Air Medical Services LLC, ~~D.B.A. CALSTAR~~

KA 8-2-16
ATM 8-2-16

By: *Mr. D. [Signature]* Pres/CEO of Member
Name and Title

Date: 7/13/16

Tax ID# 81-2180683

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER hereby consents to the foregoing assignment and assumption.

NATIVIDAD MEDICAL CENTER

By: *[Signature]* Dr. Dr. Gray
Deputy Purchasing Agent

Date: 8-2-16

APPROVED AS TO LEGAL FORM

By: *[Signature]*
County of Monterey Deputy County Counsel

Date: July 29, 2016