

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease ("Agreement") is dated as of November 3, 2009 (the "Effective Date") and is between the County of Contra Costa, a political subdivision of the State of California ("Lessor"), Mediplane, Inc. dba Reach, a California corporation ("Assignor"), and REACH Air Medical Services, LLC, a California limited liability company ("Assignee").

RECITALS:

A. Lessor is the lessor under that certain Lease dated December 1, 2006 and any amendments thereto (the "Lease"), between Lessor and Assignor, as lessee, relating to the real property identified in the Lease as the Premises, as defined in the Lease.

B. Assignor desires to assign all of its right, title and interest in, to and under the Lease (collectively, the "Leasehold Interest"), to Assignee, and Assignee desires to accept the assignment of Assignor's Leasehold Interest under the terms of the Lease.

C. The Lease requires that Assignor receive Lessor's written consent before it can sell or assign any of its interest in the Lease. Lessor is willing to execute this Agreement, without which Assignor would not consummate an assignment to Assignee.

The parties therefore agree as follows:

AGREEMENT

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor, Assignor and Assignee hereby confirm and agree as follows:

A. Representations and Warranties of Assignor and Assignee.

Each of Assignor and Assignee represent and warrant that:

1. Assignee's intended use of the Premises, is the same as the Assignor's intended use of the Premises and is not inconsistent with the use permitted under the Lease and will not require alteration of the Premises.
2. Assignee has a good reputation in the business community in which it has conducted its businesses and his business reputation and business credit history is consistent with other business conducted on the Premises.

3. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the Lessor's interest in the Premises.
4. Assignee is capable of operating an aviation business as contemplated by the terms of the Lease and has business experience and management ability that is equal to or greater than that of Assignor.
5. Assignee's financial condition is sufficient to support the obligations of Lessee under the Lease and any encumbrances secured by the Lease.
6. Assignor and Assignee have the legal right and authority to enter into this Agreement and each has received all necessary approvals to do so.

B. Consent of Lessor.

1. Lessor is entering into this Agreement and consenting to the Assignment in reliance on the representations and warranties of Assignor and Assignee.
2. Lessor hereby consents to the Assignment and conveyance of Assignor's interest in, to and under the Lease and the premises to Assignee.
3. This Agreement does not amend the Lease. In the event there is any confusion or contradiction between any term of the Lease and this Agreement, the terms of the Lease shall prevail.
4. Any dispute involving the interpretation or enforcement of this Agreement is to be decided under the laws of the State of California, with venue in the Superior Court of the County of Contra Costa, California. This Agreement may be executed in any number of counterparts which, when taken together, will be deemed to one document.
5. The provisions of this Agreement shall survive both the execution and delivery of this Agreement.

6. From and after the Effective Date of this Agreement, all notices given to Tenant under the Lease will be mailed to:

REACH Air Medical Services, LLC
451 Aviation Blvd, Suite 201
Santa Rosa, CA 95403

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

LESSOR

CONTRA COSTA COUNTY, a political
Subdivision of the State of California

By _____
Keith Freitas
Director of Airports

RECOMMENDED FOR APPROVAL:

By _____
Karen Laws
Principal Real Property Agent

By _____
Beth Lee
Assistant Director of Airports

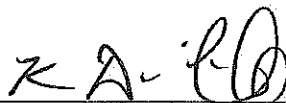
APPROVED AS TO FORM:

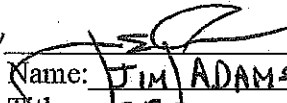
By Silvano B. Marchesi, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel

ASSIGNOR


Mediplane, Inc., a California
corporation

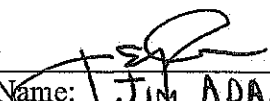
By 
Name: KEN DiLillo
Title: CEO

By 
Name: JIM ADAMS
Title: CEO

ASSIGNEE

REACH Air Medical Services, LLC,
a California limited liability company

By 
Name: Ken DiLillo
Title: CEO

By 
Name: JIM ADAMS
Title: CEO