

## CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease ("Agreement") is dated as of January 15, 2013, and is between the County of Contra Costa, a political subdivision of the State of California ("Lessor"), REACH Air Medical Services, LLC, a California limited liability company ("Assignor"), and Air Medical Group Holdings, Inc., a Delaware corporation ("Assignee").

### RECITALS:

- A. Lessor and Assignee are parties to an Amended and Restated Lease dated December 1, 2006, as amended (the "Lease"). Pursuant to the Lease, Assignee is leasing from Lessor that portion of Buchanan Field Airport commonly known as 5005 Marsh Drive.
- B. Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Lease (the "Assignment").
- C. The Lease requires that Assignor receive Lessor's written consent to the Assignment. Lessor is willing to grant its consent on the terms set forth herein.

Lessor, Assignee and Assignor 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:

- 1. Defined Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Lease.
- 2. Security Deposit. Lessor will continue to hold the security deposit previously paid to Lessor under the Lease in accordance with the terms of the Lease.
- 3. Representations and Warranties of Assignor and Assignee.

Each of Assignor and Assignee represent and warrant that:

- a. 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.
  - b. Assignee has a good reputation in the business community in which it has conducted its businesses and its business reputation and business credit history is consistent with other business conducted on the Premises.
  - c. 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.
  - d. 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.
  - e. Assignee's financial condition is sufficient to support the obligations of Lessee under the Lease and any encumbrances secured by the Lease.
  - f. Assignor and Assignee have the legal right and authority to enter into this Agreement and each has received all necessary approvals to do so.
4. Consent of Lessor.
- a. Lessor is entering into this Agreement and consenting to the Assignment in reliance on the representations and warranties of Assignor and Assignee.
  - b. Lessor hereby consents to the Assignment and the conveyance of Assignor's interest in, to and under the Lease and the Premises to Assignee.
5. Lease Unchanged. 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 will prevail.
6. Assumption. Assignee hereby assumes all of Assignor's obligations under the Lease, including the obligation to pay rent when due and to pay any amounts outstanding under the Lease, including any amount that accrued prior to the effective date of this Agreement.
7. Governing Law. This Agreement is governed by the laws of the State of California, with venue in the Superior Court of the County of Contra Costa.
8. Survival. The provisions of this Agreement shall survive both the execution and delivery of this Agreement.

9. Notices. From and after the effective date of this Agreement, all notices given to Tenant under the Lease will be mailed to:

Air Medical Group Holdings, Inc.  
209 State Hwy 121 Bypass  
Suite 11  
Lewisville, TX 75067

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 Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**ASSIGNOR**

REACH Air Medical Services, LLC  
a California limited liability company

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

Air Medical Group Holdings, Inc.  
a Delaware corporation

By Michael Preissler  
Name: Michael Preissler  
Title: CFO

By Fred Bottner  
Name: Fred Bottner  
Title: CEO

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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 Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**ASSIGNOR**

REACH Air Medical Services, LLC  
a California limited liability company

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

Air Medical Group Holdings, Inc.  
a Delaware corporation

By Michael Preissler  
Name: Michael Preissler  
Title: CFO

By Fred Bottell  
Name: Fred Bottell  
Title: CEO

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Assistant Director of Airports

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By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**ASSIGNOR**

REACH Air Medical Services, LLC  
a California limited liability company


By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

Air Medical Group Holdings, Inc.  
a Delaware corporation

By  \_\_\_\_\_  
Name: Michael Preissler  
Title: CFO

By  \_\_\_\_\_  
Name: Fred Botwell  
Title: CEO