

ASSIGNMENT AND ASSUMPTION
OF AMBULANCE SERVICE AGREEMENT FOR AREA #2
AND APPROVAL BY THE CITY OF MILWAUKEE

This ASSIGNMENT AND ASSUMPTION AGREEMENT is by and between MEDA-CARE AMBULANCE CORP. (herein referred to as “Meda-Care” or “Assignor”) and PARATECH AMBULANCE SERVICE, INC., d/b/a MEDA CARE AMBULANCE SERVICE, LLC (hereinafter referred to as “Paratech” or “Assignee”), and the CITY OF MILWAUKEE (“City”).

WITNESSETH:

WHEREAS, pursuant to the Resolution in Common Council File No. 061570, the City and Assignor are parties to that certain Private Ambulance Service Provider Agreement for Emergency Medical Services in Area #2 in the City of Milwaukee (the “Area #2 Agreement”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Area #2 Agreement, § 75-15-8, Milwaukee Code of Ordinances, and the Resolution in Common Council File No. 150547, the City issued to Assignor a certificate as a certified provider of basic life support (“BLS”) services for Area #2 in the City (the “Area #2 Certificate”); and

WHEREAS, Paratech and Meda-Care have negotiated an agreement (the “Purchase Agreement”) for Paratech to buy substantially all of Meda-Care’s assets including certain of the assets used in providing private ambulance BLS service in Area #2 of the City. In addition, the Purchase Agreement provides for Meda-Care to assign and Paratech to assume, subject to the approval of the City, the Area #2 Agreement and the Area #2 Certificate; and

WHEREAS, in accordance with Section 11 of the Area #2 Agreement, Assignor desires to transfer and assign the Area #2 Agreement and obligations thereunder, and Assignee desires to assume the Area #2 Agreement and the Area #2 Certificate and obligations thereunder, subject to the approval of the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. **Assignment.** Assignor hereby irrevocably transfers and assigns unto Assignee all of Assignor’s right, title and interest in the Area #2 Agreement and the Area #2 Certificate. Assignor covenants, represents and warrants, for the benefit of Assignee, (a) that the Area #2 Agreement and the Area #2 Certificate are in full force and effect as of the Effective Date as defined in paragraph 3 below, and (b) that Assignor is not in default (nor are there any outstanding past defaults) under the Area #2 Agreement and the Area #2 Certificate.

2. **Assumption.** Assignee hereby accepts the foregoing assignment and agrees to comply with all of the terms, covenants and conditions binding upon the Assignor under the Area #2 Agreement and the Area #2 Certificate arising on and after the Effective Date defined below.

3. **Effective Date.** The Assignment and Assumption set forth in paragraphs 1 and 2 above shall be effective on the date of the parties' closing of the transaction under the Purchase Agreement provided, however, that the City shall have first approved the assignment and assumption of the Area #2 Agreement and the Area #2 Certificate (the "Effective Date"). Notwithstanding the foregoing, the Effective Date shall not be before November 22, 2016 and shall not be after November 30, 2016.

4. **Indemnification.**

(a) Assignor. Assignor covenants and agrees to indemnify and hold harmless Assignee against and in respect to any damage, deficiency, liability or loss relating to or arising from any act or omission of Assignor in connection with the Area #2 Agreement and the Area #2 Certificate prior to the Effective Date, including all actions, suits, proceedings, demands, assessments, losses, judgments, costs and expenses, including reasonable attorneys' fees incidental to the foregoing.

(b) Assignee. Assignee covenants and agrees to indemnify and hold harmless Assignor against and in respect to any damage, deficiency, liability or loss relating to or arising from any act or omission of Assignee in connection with the Area #2 Agreement and the Area #2 Certificate on or after the Effective Date, including all actions, suits, proceedings, demands, assessments, losses, judgments, costs and expenses, including reasonable attorneys' fees incidental to the foregoing.

5. **Miscellaneous.**

(a) Binding Affect. The terms of this Assignment and Assumption Agreement (including, but not limited to, all warranties and representations) are binding upon, and shall inure to the benefit of, and shall be enforceable by Assignor and Assignee and their respective successors, assigns, heirs and personal representatives.

(b) Governing Law. This Assignment and Assumption Agreement shall be deemed to be made under and shall be construed in accordance with and be governed by the laws of the State of Wisconsin.

(c) Entire Agreement. This Assignment and Assumption Agreement constitutes the entire agreement between the parties hereto with respect to the matters described herein and may not be modified in any way without the express written approval of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date and year indicated below.

[Signatures on following page.]

ASSIGNOR:
Meda-Care Ambulance Corp.

Dated: _____

By: _____
Yvonne Larson

ASSIGNEE:
Paratech Ambulance Service, Inc., d/b/a
Meda Care Ambulance Service, LLC

Dated: _____

By: _____
Robert A. Rauch

APPROVAL BY THE CITY

In accordance with Section 11 of the Private Ambulance Service Provider Agreement for Emergency Medical Services in Area #2 in the City of Milwaukee, the CITY OF MILWAUKEE hereby approves to the above Assignment and Assumption as of this ____ day of November, 2016.

CITY OF MILWAUKEE:

By: _____
Tom Barrett, Mayor

By: _____
Jim Owczarski, City Clerk

By: _____
Martin Matson, Comptroller

By: _____
Grant F. Langley, City Attorney