

AMBULANCE SERVICE AGREEMENT

AMENDMENT NO. 2

AND

CONSENT TO ASSIGNMENT

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES
AUTHORITY 12490 ULMERTON ROAD – SUITE 134
LARGO, FLORIDA 33774-2700**

AMBULANCE SERVICE AGREEMENT

THIS AMENDMENT NO. 2 AND CONSENT TO ASSIGNMENT made this 20th day of MARCH, 2018, between and among PARAMEDICS PLUS, L.L.C., a foreign limited liability company registered to do business in Florida and with its principal place of business at 1000 South Beckham Avenue, Tyler, Texas 75701 (“Contractor”), PARAMEDICS LOGISTICS FLORIDA, LLC, a foreign limited liability company registered to do business in Florida and with its principal place of business at 289 GREENWICH AVE, GREENWICH, CT 06830 (“ASSIGNEE”), PARAMEDICS LOGISTICS OPERATING COMPANY, LLC, a foreign limited liability company with its principal place of business at 289 GREENWICH AVE, GREENWICH, CT 06830 (“PARENT”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a dependent special district established by Chapter 80-585, Laws of Florida, as amended (“Authority”).

RECITALS

1. The Authority and Contractor are the parties to the 2015 Ambulance Service Agreement, as amended, or as may be amended by the parties prior to assignment (“Ambulance Service Agreement” or “Agreement”) for the exclusive provision of Advanced Life Support (ALS) Ambulance Services in Pinellas County, Florida.
2. Contractor represents and warrants to Authority that Assignee, as a result of a proposed transaction among Contractor, Assignee and Parent (the “Transaction”), will become the party providing services to the County pursuant to the Ambulance Service Agreement.
3. Section 1001 of the Ambulance Service Agreement provides that:

Contractor shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the Authority. Any assignment made contrary to the provisions of this section shall, at the option of the Authority, terminate the Agreement and shall not convey any rights to the assignee. Any change in majority ownership of the Contractor shall, for purposes of the Agreement, be considered a form of assignment. The Authority shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee can conclusively demonstrate the ability to perform all terms, conditions, meet financial and other obligations of the Ambulance Service Agreement.

4. The corporate structure of Assignee, Parent and related entities differs from the model utilized by Contractor at the time this Agreement was competitively procured for the benefit of the Authority, for reasons including, but not limited to, that the resources belonging to and available to Contractor have been split among several related but legally distinct entities.
5. Upon the consummation of the Transaction, Parent and its subsidiaries will collectively own and operate all of the assets owned and operated by Contractor immediately prior to the consummation of the Transaction.
6. The Authority will approve the assignment of the Agreement once certain conditions which ensure that the Assignee and the Contractor continue to meet all financial and other obligations of the Ambulance Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Authority, Contractor and Assignee do covenant and agree as follows:

I. CONDITIONS PRECEDENT TO EFFECTIVENESS OF ASSIGNMENT

The following conditions must be met prior to the assignment of the Agreement to the Assignee becomes legally effective (cumulatively the “Conditions Precedent to Assignment”).

- A. Assignee shall provide copies of insurance policies or certificates to Authority that comply with the provisions of the Agreement as may be acceptable to the Director of Pinellas County Risk Management for coverage from the assignment through the term of the Agreement.
- B. Contractor or Assignee shall provide copies of insurance policies or certificates to Authority for Prior Acts Coverage or Tail Coverage which provides coverage in accordance with the provisions of the Agreement for all acts or omissions of Contractor prior to the assignment of the Agreement in accordance with the terms of this Amendment No. 2 and Consent to Assignment as may be acceptable to the Director of Pinellas County Risk Management.
- C. Assignee shall provide Letters of Credit meeting the requirements of the Agreement to Authority.

- D. Assignee shall provide verifiable evidence that it has completed hiring of sufficient qualified staff to meet all obligations of the Agreement including but not limited to having verified that no members of its workforce are on any federal exclusion list.
- E. Assignee shall provide verifiable evidence that it has purchased or otherwise has the legal right to utilize sufficient vehicles, equipment, medical supplies or other items of tangible or intangible personal property necessary to meet all obligations of the Agreement including but not limited to software licenses, which evidence shall be satisfied by delivering the bill of sale, assignment and assumption agreement, and intellectual property assignment delivered in connection with the consummation of the Transaction.
- F. Execution by Assignee, and delivery to Authority, of a Business Associate Agreement (BAA) acceptable to the Authority (Prior to the full execution of such BAA, no protected health information may be shared with Assignee).
- G. The Parent shall execute a Parent Guarantee as attached hereto as Exhibit A in favor of the Authority ensuring that the Authority shall be entitled to as complete protection from the risks attendant to Contractor's performance of the Agreement as existed prior to the assignment of the Agreement.
- H. Assignee and Parent shall provide written confirmation that the Contractor has provided, of intent to be bound by, consent to be bound by, and recognition of, any and all amendments to the Agreement approved by the Contractor and the Authority prior to the assignment becoming effective in accordance with Section II herein.

II. ASSIGNMENT

Upon final completion of all of the Conditions Precedent to Assignment, and written verification from the Pinellas County Director of Emergency Medical Services to the Contractor and Assignee that such Conditions Precedent to Assignment have all been met, the Agreement shall become assigned to Assignee without further action of the Authority, except as to the following for which Contractor shall remain jointly responsible with Assignee:

- A. All liabilities to third parties arising out of or relating to the Agreement.
- B. All indemnification and defense obligations arising out of or relating to the Agreement which are for the benefit or protection of the Authority, its officers, agents and employees.

III. EFFECT OF AMENDMENT

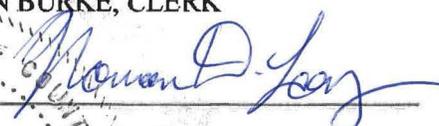
Except as otherwise provided herein, all terms and conditions of the Ambulance Service Agreement shall remain in full force and effect, the same as if this Amendment had not been executed.

[Signature page to follow]

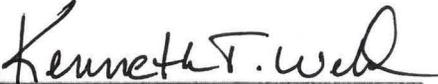
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed as of the date set forth above.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY

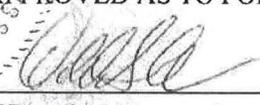
By: 

Deputy Clerk

By: 

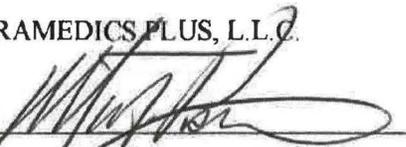
Chairman

APPROVED AS TO FORM

By: 

Office of the County Attorney

PARAMEDICS PLUS, L.L.C.

By: 

Mark Postma, Vice President

PARAMEDICS LOGISTICS FLORIDA,
LLC

By: 

Michael Odrich, President

PARAMEDICS LOGISTICS
OPERATING COMPANY, LLC, as
Guarantor For Paramedics Logistics
Florida, LLC

By: 

Michael Odrich, President



EXHIBIT A
TO AMENDMENT NO. 2 AND CONSENT TO ASSIGNMENT

PARENT GUARANTEE

In consideration of, and as an inducement for the consent to the assignment (the "Assignment"), by and among PARAMEDICS PLUS, LLC, a foreign limited liability company registered to do business in Florida and with its principal place of business at 1000 South Beckham Avenue, Tyler, Texas 75701 ("Contractor"), PARAMEDICS LOGISTICS FLORIDA, LLC, a foreign limited liability company registered to do business in Florida and with its principal place of business at 289 GREENWICH AVE, GREENWICH, CT 06830 ("ASSIGNEE"), PARAMEDICS LOGISTICS OPERATING COMPANY, LLC, a foreign limited liability company with its principal place of business at 289 GREENWICH AVE, GREENWICH, CT 06830, ("PARENT"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a dependent special district established by Chapter 80-585, Laws of Florida, as amended ("Authority"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Assignee to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Parent and Paramedics Logistics Holding Company, LLC, Parent's sole member (hereinafter, collectively, "Guarantors" which term shall be deemed to include the named Guarantors and their successors and assigns), hereby guarantees, absolutely and unconditionally, to the Authority the full and prompt payment of all liabilities and obligations, under the terms of the Agreement and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions, obligations and agreements therein provided to be performed and observed by Assignee; and Guarantors hereby covenant and agrees that if Assignee, at any time, defaults Guarantors shall and will forthwith faithfully perform and fulfill all of such terms, obligations, covenants and conditions and all payments.

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance, and shall remain in full force and effect until the obligations and expenses in connection therewith shall be fully paid and performed. The liability of Guarantors is co-extensive with that of Assignee and shall be enforceable against Guarantors without the necessity of any suit or proceeding on the Authority's part of any kind or nature whatsoever against Assignee. The Authority shall promptly provide Parent with written notice of Assignee's default under the Agreement. Guarantors hereby expressly agree that the validity of this Guaranty and the

obligations of Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by the Authority against Assignee of any of the rights or remedies reserved to the Authority pursuant to the terms, covenants and conditions of the Agreement or Assignment or (b) any non-liability of Assignee under the Agreement, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Assignee.

This Guaranty shall be a continuing guaranty, and the liability of Guarantors hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Agreement, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Agreement by the Authority and Assignee, or (c) any extension of time that may be granted by the Authority to Assignee, or (d) any consent, release, indulgence or other action, inaction or omission under or in respect of the Agreement, or (e) any dealings, transactions, matters or things which may occur between the Authority and Assignee, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, or similar proceeding affecting Assignee, whether or not notice thereof is given to Guarantors.

Guarantors shall be deemed to be in default under this Guaranty and Assignee shall be deemed in default under the Agreement if any one of the following events occur: (a) Parent makes any assignment for the benefit of creditors; (b) a receiver, trustee or liquidator is appointed by a court of competent jurisdiction to operate the business of Parent; (c) Parent transfers all or substantially all of its assets; (d) Parent shall be adjudicated bankrupt or insolvent; or (e) a petition seeking reorganization of Parent or an arrangement with creditors or a petition to take advantage of any insolvency law.

As a further inducement to the Authority to make and enter into the Assignment and in consideration thereof, the Authority and Guarantors covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, the Authority and Guarantors shall and do hereby waive trial by jury. Without regard to principles of conflicts of laws, the validity,

interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State of Florida.

Parent represents and warrants that, upon the consummation of the Transaction (as defined in the Assignment), it will own, directly or indirectly, all of the assets of Contractor.

In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then Guarantors shall be deemed to be contractors and co-obligors under the Agreement with the same force and effect as if Guarantors were expressly named as joint parties therein.

The parties hereby agree that any action to enforce the terms of this Guaranty, or for any other remedy arising out of said Guaranty, shall be brought solely in a Pinellas County state court or federal court for the Middle District of Florida (Tampa Division) and in no other court, and each party specifically acknowledges and submits to the personal jurisdiction of said court, and waives as to any such court any defense of inconvenient forum or improper venue.

As used herein, the term successors and assigns shall be deemed to include the heirs and legal representatives of Assignee and Guarantors, as the case may be.

[Signature page to follow]

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

GUARANTORS

Paramedics Logistics Operating Company,
LLC

By: 
Name: Michael Odrich
Title: President

Paramedics Logistics Holding Company,
LLC

By: 
Name: Michael Odrich
Title: President

March 6, 2018

Pinellas County Emergency Medical Services Authority
12490 Ulmerton Road, Suite 134
Largo, FL 33774

Ladies and Gentlemen:

Reference is hereby made to the Ambulance Service Agreement Amendment No. 2 and Consent to Assignment (the "Amendment"), to be entered into by and among Paramedics Plus, L.L.C., Paramedics Logistics Florida, LLC ("Assignee"), Paramedics Logistics Operating Company, LLC ("Parent"), and the Pinellas County Emergency Medical Services Authority ("Authority"). Capitalized terms used but not defined herein have the meanings set forth in the Amendment.

In connection with the transactions contemplated by the Amendment, and in order to satisfy certain conditions under the Amendment, the undersigned, the Vice President of each of Assignee, Parent, and the sole member of Parent, Paramedics Logistics Holding Company, LLC ("Holdco"), solely in his capacity as such, hereby certifies the following:

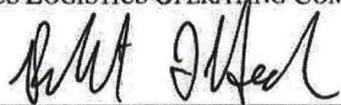
1. Upon the execution of the Amendment by the parties thereto in accordance with its terms, each of Assignee and Parent intend to be bound by, consent to be bound by, and recognize, any and all amendments to the Agreement approved by the Contractor and the Authority prior to the assignment becoming effective in accordance with Section II of the Amendment.
2. Each of Assignee, Parent, and Holdco are duly formed.
3. Attached hereto as Exhibit A is an incumbency certificate that is (i) signed by each of the President and Vice Presidents of each of Assignee, Parent, and Holdco, each of whom have appropriate signing authority for each of Assignee, Parent, and Holdco to execute the respective documents referenced in the Amendment (the "Documents") and (ii) certified by the undersigned.
4. The Documents, once executed, will be enforceable under relevant law.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this letter for and on behalf of each of Assignee and Parent effective as of the date first above written.

Sincerely,

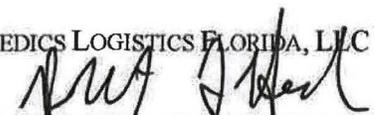
PARAMEDICS LOGISTICS OPERATING COMPANY,
LLC

By: 

Name: Robert Haisch

Title: Vice President

PARAMEDICS LOGISTICS FLORIDA, LLC

By: 

Name: Robert Haisch

Title: Vice President

PARAMEDICS LOGISTICS HOLDING COMPANY, LLC

By: 

Name: Robert Haisch

Title: Vice President

Exhibit A

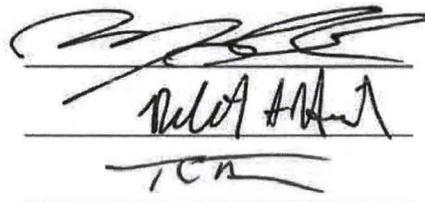
Incumbency Certificate

The undersigned officer of each of Assignee, Parent, and Holdco certifies that the following individuals are duly elected and qualified officers of each of Assignee, Parent, and Holdco holding the respective offices set opposite their names, and that the signatures set opposite their names are their genuine signatures

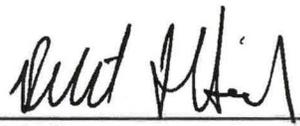
Michael Odrich President

Robert Haisch Vice President and Secretary

Thomas Clayton Vice President



Three handwritten signatures are shown, each on a horizontal line. The top signature is for Michael Odrich, the middle for Robert Haisch, and the bottom for Thomas Clayton.



A handwritten signature of Robert Haisch is shown above a horizontal line.

Robert Haisch
Vice President