

**AGREEMENT FOR AMBULANCE AND EMERGENCY
AND NON-EMERGENCY MEDICAL SERVICES
SUPPLEMENTAL EXTENSION AGREEMENT**

THIS EXTENSION AGREEMENT entered into this 7th day of January, 2016 ~~November, 2015~~ between **LIFEGUARD AMBULANCE SERVICE OF FLORIDA, LLC**, a Florida limited liability company, d/b/a Lifeguard Ambulance Service – Columbia County, whose mailing address is 216 Aquarius Drive, Suite 303, Birmingham, AL 35209, (“Contractor” or “Lifeguard”), and **COLUMBIA COUNTY, FLORIDA**, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529 (herein “County”); **CITY OF LAKE CITY, FLORIDA**, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (to the extent of its rights and responsibilities hereunder and as a consenting party), (“City”).

WITNESSTH:

WHEREAS, the parties have previously entered into an agreement dated July 1, 2011, as modified by the consent letter dated March 20, 2014, a copy of which is attached hereto as Exhibit “A” and

WHEREAS, the parties wish to extend the terms of such agreement, the original term expiring on June 30, 2016, by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the agreement shall be extended until September 30, 2016.
2. Except as otherwise provided herein or as it may conflict with the terms hereof, the terms and conditions of the original Agreement between the parties dated July 1, 2011, as modified by the consent letter dated March 20, 2014, shall remain in full force and effect and the parties shall comply therewith.

RECEIVED

DEC 30 2015

Board of County Commissioners
Columbia County

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

COLUMBIA COUNTY, FLORIDA

By: [Signature]
~~XXXXXXXXXXXX~~, Chairman **BUCKY NASH**
Board of County Commissioners

ATTEST: [Signature]
P. DeWitt Cason, Clerk of Courts

(SEAL)

CITY OF LAKE CITY, FLORIDA

By: [Signature]
Print: Stephen M. Witt
Title: Mayor

ATTEST: [Signature]
Print: Audrey Sikes
Title: City Clerk

(SEAL)

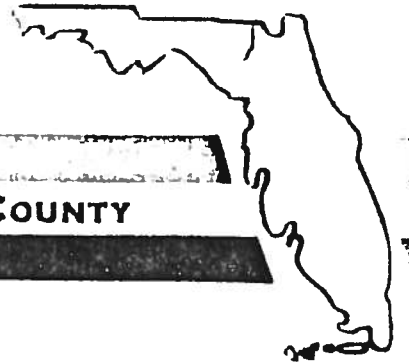
CONTRACTOR:

**LIFEGUARD AMBULANCE SERVICE OF
FLORIDA, LLC**

By: [Signature]
Print: Brett Jovanovich
Title: President

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



March 28, 2014

MEMO

TO: Jason L. Kimbrell, Regional Executive

FR: Penny C. Stanley, Administrative Secretary

RE: Lifeguard Ambulance Reorganization

A handwritten signature in black ink, appearing to read "P.C.S.", enclosed within a circular scribble.

Please be advised that the Board of County Commissioners in their session on March 20, 2014, approved the above agreement.

If I may be of further assistance in this matter please don't hesitate to call.

/pcs

XC: Lifeguard Ambulance File
Outgoing Correspondence

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.



Columbia County
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056
Attention: Columbia County Administration / BOCC

Re: Lifeguard Ambulance Service ("Lifeguard") Reorganization
Agreement for Ambulance and Emergency and Non-Emergency Medical Services (the
"Agreement")

Dear Columbia County Administration / BOCC:

Lifeguard appreciates the support given by the Columbia County Board of County Commissioners on December 6, 2012, that approved the change in the equity ownership of the parent company, Lifeguard Transportation Services Inc. (BOCC minutes attached). The process of selecting the right investment and strategic partner has taken over a year and we are excited to report that Lifeguard will begin the conversion to become part of the Air Medical Group Holdings, Inc TEAM. There will not be any changes to operations or the operating unit, Lifeguard Ambulance Service of Florida, LLC will remain intact, with no changes to the name listed on the current COPCN. I have provided further details related to the transaction below and have attached some basic information about AMGH and the proposed organizational structure:

First, we are consolidating our Tennessee and Alabama operations into the newly-formed Lifeguard Ambulance Service LLC, a Delaware limited liability company (the "Company"), which will also own Lifeguard Ambulance Service of Texas LLC ("LAS-TX") and Lifeguard Ambulance Service of Florida LLC ("LAS-FL") (the "Reorganization"), specifically:

- Lifeguard Transportation Service, Inc., a Florida corporation; Lifeguard Ambulance Service of Tennessee, LLC, a Tennessee limited liability company; Lifeguard Ambulance Service of Alabama, LLC, an Alabama limited liability company; Lifeguard Ambulance Service of Georgia, LLC, a Florida limited liability company; Lifeguard Ambulance Service of Louisiana, LLC, a Louisiana limited liability company; and Lifeguard Monitoring Services, LLC, a Florida limited liability company will contribute certain assets (including transferring the Agreement and the ownership of LAS-TX and LAS-FL) and liabilities to the Company; and
- the Company will assume the obligations to be performed under the Agreement that arise following its transfer to the Company.

Immediately after the Reorganization, the Company will become part of the Air Medical Group Holdings, Inc. ("AMGH") group of companies, as a wholly-owned subsidiary of AMGH (the "AMGH Transaction"). AMGH is a leading player in the air medical services market operating over 210 bases across the country spanning 30 states through its Med-Trans Corporation, Air Evac EMS, Inc., EagleMed, LLC and REACH Air Medical Services, LLC operating subsidiaries. Lifeguard will

Corporate Headquarters
216 Aquarius Drive, Ste. 303
Birmingham, AL 35209
Telephone: (205) 380-2065
Fax: (205) 949-1858



continue to provide uninterrupted stellar services as a subsidiary of AMGH with the opportunity to cover all transport modalities for our customers and being well capitalized to respond to market needs.

We are reaching out to you out of an abundance of caution because of the importance of our relationship with you and because, pursuant to the terms of the Agreement, your consent may be technically required in connection with the Reorganization and/or the AMGH Transaction. We ask that you sign below to agree and acknowledge your consent to the Reorganization and that consummation of the AMGH Transaction will not constitute a breach of or default under any terms or provisions of the Agreement. We acknowledge that the foregoing does not in any way amend or alter the terms of the Agreement, and you and we agree that the Agreement remains in full force and effect.

The effectiveness of this letter is expressly contingent upon the consummation of the Reorganization and the closing of the AMGH Transaction which is expected to take place on or about April 1st 2014, and you acknowledge and agree that the Company shall assume, and be responsible for the performance of, only those obligations under or related to the Agreement that arise following the transfer of the Agreement to the Company, notwithstanding anything contained in this letter to the contrary.

Should you have any questions, please do not hesitate to contact me at 850-777-4734 or via email at Jason.Kimbrell@lifeguardambulance.com.

Sincerely,

Jason L. Kimbrell
Regional Executive

By: 

Name: Jason L. Kimbrell

Its: Reg. Executive

Date: 3-6-2014

Consented to, acknowledged and agreed:

Commissioner Ronald Williams (Chairman)

By: 

Name: Ronald W. Williams

Its: Chairman

Date: 3/20/14