

Agreement for STARCOMM Radio System Usage

Med-Trans Corporation

This agreement is made and entered into as of the 11th day of October, 2016 (the “**Effective Date**”), by and between Med-Trans Corporation d/b/a Mercy Air Care (hereafter referred to as “**Lessee**”) and Woodbury County Iowa (hereafter referred to as “**Lessor**”).

1. Access

Lessor shall provide Lessee access to public safety use level of radio communications on the Siouxland Tri-State Radio Communications System (hereafter referred to as “**STARCOMM**”). Lessee will be allowed to operate on an exclusive Talk Group provided by STARCOMM, dedicated to Lessee’s day to day operations (the “**Talk Group**”). The Talk Group will be accessible by other users only after such user receives written approval from Lessee’s Director.

2. System Reports

Upon Lessee’s request, Lessor will at no extra charge provide Lessee Radio System usage reports that show system usage.

3. Coverage

The STARCOMM system will provide adequate radio coverage to Lessee throughout Woodbury County Iowa, Dakota County, Nebraska and the Southern half of Union County, SD, as shown in coverage map in **Attachment A** attached hereto and incorporated herein by reference. STARCOMM does not guarantee coverage beyond these coverage maps and does not authorize the use of the STARCOMM FCC Frequencies outside of the STARCOMM FCC licensed coverage area.

4. Cost

Lessee will pay STARCOMM \$5,000.00 annually, or \$450.00 per month if paid monthly (the “**Rent**”). If Lessee elects to pay the Rent monthly, the Rent will be due on the Effective Date and the first day of the month thereafter during the Initial Term or any Renewal Term. Rent shall be paid to Lessor at its address specified below for notices, or to such other person or at such other address as Lessor may designate from time to time in writing.

5. Term.

Unless otherwise earlier terminated as provided for herein, this Agreement will commence on the Effective Date and will remain in effect for a period of five (5) years (the “**Initial Term**”). Provided that this Agreement is in full force and effect, Lessee may, with the consent of Lessor for each term, extend the Agreement for three (3) consecutive five (5) year terms (each a “**Renewal Term**”) upon all of the terms and conditions set forth herein, except for rent, which will be increased as follows:

- a. First Renewal Term (years 6 through 10) Rent shall be increased by 10% over the highest amount paid during the Initial Term.

- b. Second Renewal Term (years 11 through 15) Rent shall be increased by 10% over the highest amount paid during the first Renewal Term
- c. Third Renewal Term (years 16 through 20) Rent shall be increased by 10% over the highest amount paid during the second Renewal Term

6. Maintenance

Lessor is responsible for all maintenance of the STARCOMM radio system infrastructure. Lessee is responsible for all maintenance of radios owned by Lessee.

7. Cancellation

Either party may terminate this Agreement for any or no reason by providing the other party with at least 180 days advance written notice of its intent to terminate.

8. Termination

- a. **Termination for Default.** Either party may terminate this agreement for cause. Prior to such termination, the non-defaulting party shall provide written notice to the party in default specifying the manner in which the defaulting party is in default under the terms of this Agreement and the action required to cure the default. The notice shall also specify a reasonable period of time to cure the default. If the defaulting party does not cure the default within ninety (90) days following written notice thereof, the non-defaulting party may immediately terminate the Agreement without further obligation.
- b. **Termination Due to Cessation of Operations.** Lessee may terminate this Agreement in the event that it is no longer operating the Mercy Air Care air ambulance program in Sioux City or Mason City, Iowa.
- c. **Automatic Termination.** Notwithstanding the foregoing, this Agreement will automatically terminate immediately if all or substantially all of the authorization held by the Lessor to own or operate the STARCOMM system is revoked by the FCC.
- d. Should either Party terminate this Agreement, Lessee will be entitled to a refund of the pro rata share of any prepayment.

9. Assignment.

This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party.

10. Jurisdiction

This agreement shall be interpreted under the laws of the State of Iowa. The Woodbury County District Court shall have jurisdiction.

11. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange and delivery of this Agreement and signed counterparts by electronic mail in "portable document format" form, or any other electronic means, including without limitation telephonic facsimile, shall constitute effective delivery of a manually signed counterpart and may be used in lieu of the original Agreement for all purposes.

12. Contact Information

Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid addressed to the Party as specified below:

Lessor:

Woodbury County, Iowa
Board of Supervisors
620 Douglas Street, Suite 104
Sioux City, Iowa 51101
Phone: 712-279-6525

Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
ATTN: Glenn Sedivy
Email: gsedivy@sioux-city.org
Phone: 712-279-6959
Fax: 712-279-6157

Lessee:

Med-Trans Corporation
2871 Lake Vista Drive
Suite 150
Lewisville, TX 75067
ATTN: Jana Williams
Phone: 972-459-4919
Fax: 972-459-4914