

ASSIGNMENT OF ATHLETIC TRAINER AGREEMENT

This ASSIGNMENT OF ATHLETIC TRAINER AGREEMENT (“Assignment Agreement”) is made and entered into this 22nd day of December, 2013 by and among Orthopaedic Associates of Allentown, Ltd., d/b/a OAA Orthopaedic Specialists, a Pennsylvania professional corporation (“Assignor”), Lehigh Valley Hospital, Inc., a Pennsylvania non-profit corporation (“Assignee”), and Southern Lehigh School District (“School”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, Assignor and School are parties to that certain Athletic Trainer Services Agreement dated as of January 24, 2012 (the “Agreement”);

WHEREAS, Assignee is in the process of acquiring certain assets from Assignor pursuant to an Asset Purchase Agreement (the “APA”);

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Agreement to Assignee, and Assignee desires to accept said assignment; and

WHEREAS, School is consenting to the assignment of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption.

Effective as of the closing of the asset transfer contemplated by the APA (the “Effective Date”), Assignor hereby irrevocably transfers and assigns to Assignee all of Assignor’s right, title and interest in and duties and obligations under the Agreement, and Assignee accepts and unconditionally and irrevocably assumes and agrees to perform and discharge all of Assignor’s rights and obligations under the Agreement accruing on and after the Effective Date.

Assignor acknowledges that the assignment of its rights and obligations under the Agreement to Assignee shall not release Assignor from its obligations under the Agreement to the extent such obligations (a) arose on or prior to the Effective Date or (b) relate to any act, omission or event relating to the Agreement which occurred on or prior to the Effective Date.

School hereby consents to such assignment and assumption.

2. Provision of Supplies

Assignee agrees to provide supplies necessary in connection with the provision of athletic trainer services at School (“Supplies”), which such Supplies shall be used exclusively by the athletic trainer provided by Assignee for the purpose of evaluating and managing athletic injury. Supplies will be requested and purchased at the discretion of the athletic trainer and shall not

exceed five thousand dollars (\$5,000.00) annually in value. However, School acknowledges that it is solely responsible for the determination of the types, quality, design and all other aspects of athletic and other equipment worn or otherwise utilized by the athlete in Covered Practices/Events.

3. Advertising

School agrees to allow Assignee to place advertisements as follows: (a) Assignee banners on the playing field for each home game; (b) half (½) page advertisement in sports-related programs at School; and (c) a public announcement, prior to game start and at halftime, during home football and basketball games recognizing Assignee and the athletic trainers provided by Assignee.

4. Payment Amount.

For clarification and avoidance of confusion, the Parties agree that annual payments owed to School under the Agreement for the 2012-2013 school year are fifty three thousand and forty dollars (\$53,040). Payment amounts for subsequent school years are set forth in the Agreement.

5. Agreement Effective.

The Agreement shall remain in effect and govern the relationship of Assignee and School as of the Effective Date except as specifically modified by the terms of this Assignment Agreement. All references to Assignor in the Agreement shall be deemed to be references to Assignee as of the Effective Date.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement as of the date first written above.

ASSIGNEE:

LEHIGH VALLEY HEALTH NETWORK

By: _____
Name: _____
Its: _____

ASSIGNOR:

OAA ORTHOPAEDIC SPECIALISTS

By: _____
Name: _____
Its: _____

SCHOOL:

SOUTHERN LEHIGH SCHOOL DISTRICT

By: _____
Name: _____
Its: _____