

## ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Assignment") is made to be effective this \_\_\_ day of October, 2016 (the "Effective Date"), by and among **Sedgwick County, Kansas** ("County"), acting as the State of Kansas appointed Community Developmental Disability Organization, **Day By Day Staff Relief, Inc.**, an Oklahoma corporation ("Assignor") and **First Choice Children's Homecare, L.P.**, a Texas limited partnership ("Assignee").

### RECITAL

WHEREAS, County and Assignor entered into that certain Developmental Disability Affiliation Agreement dated August 24, 2016, a copy of which (inclusive of any amendments) is attached hereto as **Exhibit A** and incorporated herein by reference (the "Contract"), wherein Assignor agreed to provide certain services to County.

WHEREAS, in connection with that certain Partnership Interest Purchase Agreement by and among Assignee, Thrive Skilled Pediatric, LLC, a Delaware limited liability company and certain other parties thereto (the "Purchase Agreement"), Assignor desires to assign its rights, duties and obligations under the Contract to Assignee, and Assignee desires to assume same, on the terms and subject to the conditions set forth herein.

WHEREAS, pursuant to Section 8.8 of the Contract, an assignment of the Contract requires the prior written consent of County.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

### AGREEMENT

1. Contract in Full Force and Effect. The Contract is in full force and effect and represents the entire agreement between County and Assignor.
2. Assignment. Effective as of closing under the Purchase Agreement, Assignor hereby assigns, grants, bargains, sells, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Contract.
3. Assumption. Assignee hereby agrees to accept the assignment set forth in Section 2 above and, in consideration thereof, Assignee hereby covenants and agrees that, from and after the closing under the Purchase Agreement, Assignee shall assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Contract that arise on and after such date.
4. County's Consent and Release. County hereby consents to the assignment set forth in Section 2 above, and to Assignee's assumption of the rights, duties and obligations under the Contract described in Section 3. County hereby releases Assignor from any claims, liabilities or obligations under the Contract arising from and after the closing under the Purchase Agreement.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by the laws of the State of Kansas without regard to conflict of law principles.

7. Conditional Effectiveness. The effectiveness of this Assignment is expressly conditioned on the occurrence of the closing under the Purchase Agreement, and this Assignment shall become effective automatically (and without the need for any further action by any party) at such time. This Assignment shall be deemed void in the event the Purchase Agreement is terminated prior to closing, and/or the parties to the Purchase Agreement terminate their negotiations relative to the proposed transactions contemplated thereby.

8. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute one and the same instrument. This Assignment may be delivered by facsimile transmission or by scanned e-mail transmission. This Assignment shall be considered to have been executed by a person if there exists a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, facsimile copy, or photocopy of facsimile copy of this Assignment or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original.

*[SIGNATURE PAGE FOLLOWS]*

The parties are signing this Assignment and Assumption of Contract with the intent to be legally bound as of the Effective Date.

COUNTY:

**SEDGWICK COUNTY, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNOR:

**DAY BY DAY STAFF RELIEF, INC.,** a Kansas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved As To Form**

*Nysha C. Jacob-Warren*

ASSIGNEE:

**FIRST CHOICE CHILDREN'S HOMECARE, L.P.,** a Texas limited partnership

By: AHM Texas GP, LLC, a Delaware limited liability company, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

Contract