SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the "Agreement") is made effective as of the Effective Date articulated in Paragraph 18 hereinbelow, and entered into by and between Premier Medical Transportation Inc., ("Plaintiff") on the one hand and Premier Medical Transport, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant will at times hereinafter be referred to collectively as "Parties," and individually as "Party."

RECITALS

Plaintiff filed an action in the Superior Court of California – County of San Bernardino captioned *Premier Medical Transportation, Inc. v. Premier Medical Transport, Inc., et al.*, and bearing Case No. CIVDS 1012655 ("Action"). Defendant subsequently removed the Action to The Central District of California where it received the case number EDCV10-1457DOC. In the Action, Plaintiff asserts seven causes of action for 1) Trademark/Trade Name Infringement, 2) Unfair Competition, 3) Intentional Interference with Prospective Economic Advantage, 4) Negligent Interference with Prospective Economic Advantage, 5) Constructive trust, 6) Preliminary and Permanent Injunction, and 7) Unjust Entrenchment. Essentially, Plaintiff has claimed that Defendant's use of a confusingly similar name has caused it harm. Defendant has denied the allegations against it, and that it has committed any wrongdoing.

Plaintiff operates an ambulance company with the name Premier Medical Transportation which services Riverside County, San Bernardino County and has a pending application to service Los Angeles County. Plaintiff also operates under the name PMT in Orange County.

Defendant operates an ambulance company with the name Premier Medical Transport in Orange County and San Diego County and also and has a pending application to service Los Angeles County. Defendant also operates under the name Primary Response in Riverside County.

The Parties have agreed to resolve the Action and enter into the following co-existence agreement.

TERMS

1. **Purpose of Agreement**. This Agreement is entered into by the Parties in good faith for the purpose of settling the Action.

2. **Compromise Only**. The Parties, and each of them, acknowledge and agree that they are entering into this Agreement solely to avoid the expense and inconvenience of litigation, expressly deny the claims made against them in the Actions, and specifically deny any violation of law. Each of the Parties understands and agrees that this Agreement is a compromise and settlement of disputed claims and that this Agreement is not an admission of liability, guilt, or fault by any of the Parties.

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3. **Consideration for The Mutual Releases and Dismissal of Action.** In consideration for the mutual releases and dismissal of claims set forth below, the parties agree that:

(a) Defendant may continue to use the trade name Premier Medical Transport in Orange County, California and San Diego County, California. Defendant may also use the trade name Primary Response anywhere in the country.

(b) Plaintiff may continue to use the trade name Premier Medical Transportation in Riverside County and San Bernardino County. Plaintiff may also use the trade name Premier Medical Transportation in Orange County and Los Angeles County in connection with wheelchair gurney services, but not with ambulance services, except as provided herein. Plaintiff may also use the name PMT in connection with ambulance services anywhere in the country. Plaintiff may also use the name Premier Medical Transportation anywhere in the country, except as expressly prohibited herein.

(c) Each party has a pending application in Los Angeles County to operate under its respective trade name, Premier Medical Transportation and Premier Medical Transport. It is agreed that the party that is awarded a license to operate in Los Angeles County under its respective name, shall be permitted to use the name in Los Angels County and the City of Los Angeles. Such that, if Plaintiff is awarded a license by the County of Los Angeles to operate in the County under the name Premier Medical Transportation, it shall be permitted to do so. And, if Defendant is awarded a license to operate under the name Premier Medical Transport, it shall be permitted to do so. Any party that is not awarded a license by the County of Los Angeles to operate under its respective name, shall not use the trade name Premier Medical Transportation or Premier Medical Transport, or any confusingly similar name, in Los Angeles County or the City of Los Angeles.

(d) Defendant agrees that except for the terms set forth above, it shall not use the trade name Premier Medical Transport, or any confusingly similar name.

(e) Plaintiff agrees that except for the terms set forth above, it will not use the trade name Premier Medical Transportation, or any confusingly similar name, in Orange County or San Diego County.

(f) The parties agree that they shall not be required to change their corporate names, so long as they abide by the terms set forth above.

4. **Dismissal**.

Plaintiff agrees that it shall execute, or cause its attorneys to execute, a Stipulation for Dismissal of the Action, with prejudice, to be filed with the appropriate court for dismissal of the Action. The Stipulation for Dismissal shall provide that each party shall bear its own attorney's fees and costs.

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5. **Mutual Release**.

(a) Upon receipt of the fully executed Agreement and Stipulation for Dismissal, and except for the obligations and rights created by this Settlement Agreement, Plaintiff and Defendant, on their own behalf and on behalf of each of their affiliated entities, subsidiaries, agents, parents, representatives, assigns, executives, employees, officers, directors, shareholders, owners, partners, principals, predecessors, successors, heirs, insurers, and any other person or entity claiming by or through them, in their capacities as such, and each of them, fully and forever release, acquit and discharge one another, and each of their affiliated entities, subsidiaries, agents, parents, representatives, assigns, executives, employees, officers, directors, shareholders, owners, partners, principals, predecessors, successors, heirs, insurers, attorneys, and any other person or entity claiming by or through them, in their capacities as such, and each of them (the "Released Parties"), of and from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities or duties of any kind that they may have or may have had against the Released Parties.

6. **Additional Representations and Warranties.**

(a) Each Party acknowledges the risk that subsequent to the execution of this Agreement, a Party may discover facts or may incur, suffer or discover losses, damage or injuries which are unknown and unanticipated at the time this Agreement is signed, which if known on the date of this Agreement, may have materially affected its decision to give the release contained in this Agreement. Despite this knowledge and understanding, each Party hereby assumes the risk of such unknown and unanticipated facts and claims, and, except as otherwise provided in this Agreement, hereby waives any alleged right to set aside or rescind this Agreement and any and all rights under California Civil Code § 1542 (and similar laws in other jurisdictions), which section has been duly explained to and is understood by each Party, and which reads as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE FLITOR."**

(b) Each of the undersigned Parties represents and warrants that with respect to the respective releases given by the Parties hereto, no portion of any claim, right, demand, action or cause of action released hereunder, and no portion of any recovery or settlement to which any Party might be entitled based upon any such claim, right, demand, action or cause of action, has been assigned or transferred to any other person, firm or corporation, in any manner, including by way of subrogation, operation of law, attorneys' lien, or otherwise. Each Party agrees to indemnify and hold harmless the other Party from all claims, expenses and liabilities arising from a breach of the representations and warranties set forth in this paragraph.

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(c) Each of the Parties represents and warrants that it has had an opportunity to consult legal counsel as to its rights and the consequences of signing this Agreement. The Parties further represent and acknowledge that they fully understand and appreciate the meaning of each of the terms of this Agreement and that they understand that they may be waiving legal rights or claims by signing this Agreement and that they are voluntarily entering into this Agreement with a full and complete understanding of its terms and legal effect and with the intent to be legally bound by this Agreement.

(d) Each of the Parties represents and warrants that, in executing this Agreement, it has relied solely on the statements expressly set forth herein, and has placed no reliance whatsoever on any statement, representation, or promise of any other Party, or any other person or entity, not expressly set forth herein, or upon the failure of any other Party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The discovery by any Party, subsequent to the execution of this Agreement, of any facts not heretofore known to that Party, or that the facts or law upon which any Party relied in executing this Agreement was not as that Party believed it to be (other than as expressly set forth herein), shall not constitute grounds for declaring this Agreement void, avoidable or otherwise unenforceable. This paragraph is intended by the Parties to preclude any that any Party was fraudulently induced to enter this Agreement, or was induced to enter this Agreement by a mistake of fact or law.

(e) Each of the Parties represents and warrants that it has made such investigation as it deems necessary or desirable of all matters contained in or relating to this Agreement.

7. **Dispute Resolution**. The Parties agree that prior to initiating legal action to enforce any rights hereunder, the Parties will attempt to informally resolve the dispute between themselves. If the attempt at informal resolution fails, the Parties agree to mediate this matter with ADR Services, Inc., preferably with Denise Madigan, or if she is unavailable, a mutually agreeable mediator.

8. **California Law**. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto shall be governed by the substantive laws of the State of California, or where pre-empted, by the appropriate body of federal law, and that any complaint or lawsuit seeking adjudication or redress of same be brought in a court of competent jurisdiction in Los Angeles, California.

9. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .PDF signatures may be used with the same force and effect as original signatures.

10. **Captions**. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

11. **Costs**. Each Party will bear its own costs, expenses, and attorneys' fees that it has heretofore incurred in connection with or arising out of the matters set forth in the Recitals hereinabove, the matters and claims released hereunder and the negotiation of this Agreement.

12. **Entire Agreement**. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each of the Parties hereto covenants that it has not entered into this Agreement as a result of any representation, agreement, inducement or coercion, except to the extent specifically provided herein. Each Party hereto further covenants that the consideration recited herein is the only consideration for entering into this Agreement, and that no promises or representations of other or further consideration have been made by any person.

13. **Severability**. If a provision of the Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed severed and deleted. Such severance and deletion shall not affect the validity of the remaining provisions of the Agreement.

14. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, representatives, successors and assigns.

15. **Further Assurances and Cooperation**. Each Party agrees that it will take such action and execute such further documents as may be reasonably necessary or appropriate to fulfill the purposes expressed in this Agreement and to perform the terms and conditions of it.

16. **No Oral Modification**. All Parties agree that any subsequent amendment or modification to this Agreement shall be deemed to be null and void unless such amendment or modification is in writing, specifically refers to this Agreement, and is signed by all Parties.

17. **Miscellaneous**.

(a) The terms of this Agreement have been negotiated at arm's length between sophisticated Parties. As a result, the rule of "interpretation against the draftsman" shall not apply in any dispute over interpretation of the terms of this Agreement.

(b) When necessary, all terms used in the singular shall apply to the plural, the masculine shall include the feminine, and all terms used in the plural shall apply to the singular.

(c) This Agreement is intended to be final and binding upon the Parties, and is admissible for the purpose of its interpretation and enforcement.

(d) This Agreement was drafted by both Parties with counsel, for the purposes of interpretation and enforcement.

18. **Effective Date.** This Agreement shall become effective upon signing by both Parties.

(signatures on next page)

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PARTY SIGNATURES IN ACKNOWLEDGEMENT OF THE FOREGOING

I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND I ACCEPT AND AGREE TO THE PROVISIONS CONTAINED THEREIN AND HEREBY EXECUTE IT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: February 10, 2011

Premier Medical Transportation, Inc.

By: _____

Name: Antonio Murrell

Its: President

Dated: February 10, 2011

Premier Medical Transport Inc.

By: _____

Name: Adrian Dehghanmanesh

Its: President

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