

ASSIGNMENT OF AGREEMENT

This Assignment of School Affiliation Agreement (“Assignment”) is entered into as of December 1, 2012 (“Effective Date”), by and among Eden Medical Center, a California nonprofit public benefit corporation, dba San Leandro Hospital (“SLH”), Sutter Medical Center, Castro Valley, a California nonprofit public benefit corporation, dba Eden Medical Center (“EMC”), and Chabot Las Positas Community College (“School”).

RECITALS

A. SLH was previously organized to operate, under one license, two acute care facilities: Eden Medical Center, located at 20103 Lake Chabot Road, Castro Valley, California; and San Leandro Hospital, located at 13855 East 14th Street, San Leandro California. Effective as of the Effective Date, SLH will only operate the San Leandro facility and EMC will operate Castro Valley facility under separate, respective licenses.

B. SLH and School entered into that certain written Agreement for clinical student rotation (“Agreement”), pursuant to which School provided services for SLH at the EMC campus.

C. SLH desires to assign the Agreement to EMC and EMC desires to accept such assignment.

D. School consents to the assignment of the Agreement.

NOW THEREFORE, the parties wish to assign the Agreement as follows:

1. **Recitals; Defined Terms.** The recitals above are true and correct and incorporated herein by reference. Capitalized terms not defined in this Assignment shall have the meanings set forth in the Agreement.

2. **Assignment and Assumption.** Effective as of midnight on the Effective Date, SLH hereby assigns and transfers all of its right, title, and interest in and delegates all of its obligations under the Agreement to EMC and EMC hereby accepts such assignment and transfer and agrees to assume and perform all of SLH’s obligations under the Agreement; *provided, however*, that such assignment, transfer and assumption shall only apply with respect to rights and obligations under the Agreement relating to events and periods on and after the Effective Date.

3. **School Consent.** School hereby consents to the terms of this Assignment.

4. **No Other Changes.** Except as set forth in this Assignment, no other changes are being made to the Agreement, and the Agreement shall remain in full force and effect.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates set forth below to be effective as of the Effective Date.

SLH: Eden Medical Center, a California nonprofit public benefit corporation, dba San Leandro Hospital

Date: _____

By: _____

Name: _____

Title: _____

EMC: Sutter Medical Center, Castro Valley, a California nonprofit public benefit corporation, dba Eden Medical Center

Date: _____

By: _____

Name: _____

Title: _____

School: Chabot Las Positas Community College

Date: _____

By: _____

Name: _____

Title: _____