

**ASSIGNMENT OF MANAGEMENT SERVICES AGREEMENT**  
**Effective January 1, 2019**

This Assignment of the Management Services Agreement (“Assignment”) is effective January 1, 2019 by and among California Forensic Medical Group, Inc. (“Company”), Wellpath LLC (“Manager”), and Wellpath Management, Inc. (f/k/a Correctional Medical Group Companies, Inc. (f/k/a California Forensic Management Group, Inc.)) (“Outgoing Manager”) (Company, Manager, and Outgoing Manager each hereinafter collective referred to as the “Parties” or individually as a “Party”).

**WHEREAS**, the Management Services Agreement (“MSA”) was first effective December 31, 2012 by and between Company and Outgoing Manager; and

**WHEREAS**, in connection with a corporate transaction consummated on or around October 1, 2018, Manager and Outgoing Manager became affiliated entities; and

**WHEREAS**, for efficiency of the administration of management functions, the Parties have agreed that it is in the best interest of the Parties to formally assign all rights, responsibilities, obligations, and duties from Outgoing Manager to Manager.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this instrument.
2. **ASSIGNMENT.** Outgoing Manager hereby irrevocably assigns the Management Services Agreement to Manager along with any related or incidental instruments including but not limited to relevant stock transfer restriction agreements, and Manager hereby unconditionally accepts such assignment.
3. **PARTY REFERENCES.** The MSA shall be amended by changing all references to “Wellpath Management, Inc.,” “Correctional Medical Group Companies, Inc.,” and/or “California Forensic Management Group, Inc.” to “Wellpath LLC.”
4. **NOTICE ADDRESS.** Addresses for the purpose of legal notice shall be updated to:

If for Manager: Wellpath LLC Attn: Chief Legal Officer 1283 Murfreesboro Pk. Nashville, Tennessee 37217	If for Company: California Forensic Medical Group, Inc. Attn: President 1283 Murfreesboro Pk. Nashville, Tennessee 37211
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5. **SEVERABILITY.** If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not


affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the parties to this Assignment shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the objectives contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. **REMAINING PROVISIONS.** The remaining provisions of the MSA not amended by this Assignment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

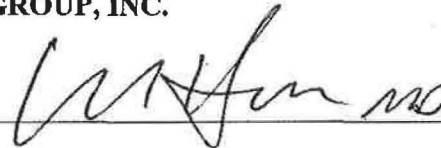
**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**ASSIGNING PARTY  
WELLPATH MANAGEMENT, INC.**

  
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Name: Jorge Dominicis

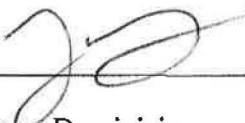
Title: Chief Executive Officer

**REMAINING PARTY  
CALIFORNIA FORENSIC MEDICAL  
GROUP, INC.**

  
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Name: Dr. Raymond Herr

Title: President

**ASSUMING PARTY  
WELLPATH LLC**

  
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Name: Jorge Dominicis

Title: Chief Executive Officer