

ASSIGNMENT OF PROVIDER AGREEMENT

THIS ASSIGNMENT OF PROVIDER AGREEMENT (“Assignment”) is dated as of June 1, 2019 (“Effective Date”), and is entered into between Golden State Health Centers, Inc., a California corporation (“Assignor”), Golden Hillmont House MHRC, LLC, a California limited liability company (“Assignee”), with reference to the following:

A. Assignor and County of Ventura, acting through its Behavioral Health Department have entered that certain Organizational Provider Agreement dated June 1, 2019 (the “Provider Agreement”), with respect to an Adult Residential Treatment Services (Mental Health Rehabilitation Center) as more particularly described in the Provider Agreement.

B. Subject to the terms and conditions of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title and interest in and under the Provider Agreement.

NOW, THEREFORE, in consideration of this Assignment and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment and Assumption.** As of the Effective Date, Assignor hereby transfers and assigns to Assignee, all of Assignor’s right, title and interest in and under the Provider Agreement, and Assignee hereby accepts the foregoing assignment. Assignee hereby agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys’ fees, to the extent resulting in connection with the Provider Agreement. Assignee hereby assumes all of Assignor’s obligations and liabilities under the Provider Agreement (whenever arising, whether before or after the date hereof), and Assignor shall be released from its obligations and liabilities under the Provider Agreement.

3. **Further Assurances.** Assignor and Assignee agree to execute such other and further instructions and instruments as may be necessary or proper to consummate the assignment of the Provider Agreement contemplated by this Assignment.

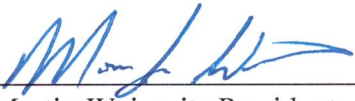
4. **Binding Effect.** The provisions of this Assignment are intended to bind and benefit each party to this Assignment and their respective successors in interest.

5. **Counterparts.** This Assignment may be executed in counterparts, all of which shall constitute the same Assignment, notwithstanding that all parties to this Assignment are not signatories to the same or original counterpart. Delivery of an executed counterpart of this Assignment by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Assignment by facsimile or e-mail also shall deliver an original executed counterpart of this Assignment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Assignment. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one (1) document.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the Effective Date.

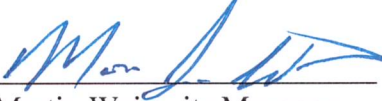
“ASSIGNOR”:

Golden State Health Centers, Inc.,
a California corporation

By: 
Martin Weiss, its President

“ASSIGNEE”:

Golden Hillmont House MHRC, LLC,
a California limited liability company

By: 
Martin Weiss, its Manager

CONSENTED TO AND ACKNOWLEDGED BY:

County of Ventura, acting through its
Behavioral Health Department

By: _____

Its: _____

Name: _____