

THE  
**columbus**  
O R G A N I Z A T I O N

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
KERN REGIONAL CENTER  
AND  
COLUMBUS MEDICAL SERVICES, LLC dba THE COLUMBUS ORGANIZATION

This First Amendment to Agreement (this “**Amendment**”), dated as of October 25, 2017, is entered into by and between Kern Regional Center, a California nonprofit corporation (“**KRC**”) and Columbus Medical Services, LLC, a Delaware limited liability company dba The Columbus Organization (“**Columbus**”), in accordance with the following facts:

A. KRC and Columbus entered into an Agreement dated as of April 13, 2017 (the “**Agreement**”) by which Columbus agreed to provide professional management services and related services to KRC, as outlined in greater detail in the Agreement.

B. The term of the Agreement ends on October 31, 2017. The Parties intend to extend the term for three months and to expand Columbus’s scope of work under the Agreement.

C. Terms defined in the Agreement shall have the same meaning when used in this Amendment.

NOW THEREFORE, in consideration of the following mutual agreements, the Parties agree as follows:

1. Extended Term. The term of the Agreement is hereby extended by three months (the “**Extended Term**”). The Agreement will now terminate on January 31, 2018.

2. Scope of Work. During the Extended Term, Columbus shall perform all of the professional services and scope of work described in the Agreement.

3. Additional Work: Ongoing Financial Sustainability. During the Extended Term, Columbus shall assist KRC’s Board of Directors in the development of a plan to ensure KRC’s short- and long-term financial sustainability. Columbus will provide the California Department of Developmental Services (“**DDS**”) with updates on the development of the plan during weekly status calls, and will provide a draft for DDS’s review on or before December 15, 2017. Columbus shall present a written report containing the initial plan to KRC’s Board at its January 2018 Board Meeting.

4. Compensation. KRC shall pay the sum of \$126,700.00 per month to Columbus for each month of the Extended Term, under the same procedure as outlined in the Agreement. This sum is inclusive of all of Columbus’s costs associated with providing professional services and other services to KRC during the Extended Term, including but not limited to (i) compensation for an Interim Director, Human Resources Manager Consultant, Labor Consultant and Operations & Management Consultant, (ii) all other professional fees, taxes, benefits, travel

THE  
**columbus**  
ORGANIZATION

and related costs, and (iii) Columbus's cost to engage any other labor relations expert to advise Columbus in the performance of its duties under the Agreement.

5. Integration. The Agreement, as modified by this Amendment, constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements, contracts, representations and understandings, either oral or written, relating to the subject matter of the Agreement

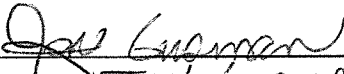
6. Counterparts; Delivery. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute a single instrument. Copies of this Amendment delivered electronically, such as in PDF via email, shall be deemed the same as originals.

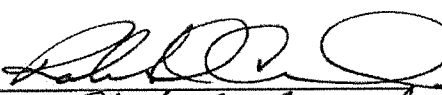
7. No Further Changes. The Agreement, as modified hereby, remains in full force and effect.

Executed in Bakersfield, California as of the date first set forth above.

Kern Regional Center,  
a California nonprofit corporation

Columbus Medical Services, LLC,  
a Delaware limited liability company  
dba The Columbus Organization

By:   
Name: JON GUSMAN  
Title: CFD

By:   
Name: Robert G. Cunard  
Title: CEO