

2015-000084E





### FIFTH AMENDMENT TO CONTRACT


This Fifth Amendment to Contract (this "Agreement") is entered into as of December, 14 2016, but effective as of January 1, 2017 (the "Effective Date"), by and among MMM Multi Health, LLC, a Commonwealth of Puerto Rico limited liability company ("Transferee"), PMC Medicare Choice, LLC, a Commonwealth of Puerto Rico limited liability company ("Transferor"), MMM Holdings, LLC a Commonwealth of Puerto Rico limited liability company ("Parent") and the Administración de Seguros de Salud, a public corporation of the Government of the Commonwealth of Puerto Rico ("ASES").

### PRELIMINARY STATEMENTS

WHEREAS, Transferor is a health service organization that entered on December 22, 2014 into contract number 2015-00085 with ASES as the same has been amended prior to the date hereof (as amended, the "GHP Contract") to provide Government Health Plan ("GHP") physical and behavioral mental health services in the Southeast region of Puerto Rico;

 WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of the date hereof, but effective as of January 1, 2017 (the "Assignment Agreement") the Transferor, with the consent of ASES, assigned, as of the Effective Date, all of its rights, duties and obligations under the GHP Contract to Transferee;

 WHEREAS, the parties hereto wish to amend on the Effective Date the GHP Contract to reflect the assignment of the GHP Contract as provided, and under the terms of the Assignment Agreement, in order to reflect that the Transferee, as of the Effective Date shall then be deemed to be the "Contractor" under the GHP Contract.

 WHEREAS, the parties hereto have agreed to the terms and conditions of this Agreement; and

NOW THEREFORE, the parties hereto agree as follows:

### AGREEMENT

1. Amendment of GHP Contract. The parties hereto wish now by their respective execution of this Agreement to amend the GHP Contract to the effect of confirming that as of the Effective Date the Transferee shall be deemed to be the Contractor under the GHP Contract.

2. No Extinctive Novation. The parties hereto ratify in its entirety the terms and conditions of the GHP Contract. It is not the intention of the parties hereto to constitute an Extinctive Novation or the discharge of any of the Transferee's obligations, as Contractor, under the GHP Contract, which contract shall remain in full force and effect on the date hereof and on the Effective Date and thereafter.

3. Miscellaneous. This Agreement (a) is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, (b) shall be governed by and

construed in accordance with the internal laws of the Commonwealth of Puerto Rico without regard to conflicts of laws doctrines, and (c) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature or an e-mail of a PDF file containing a copy of the signature page of the party executing this Agreement shall be deemed an original. Each and all of the rights, powers and remedies of a party hereto will be deemed cumulative with and in addition to any other rights, powers and remedies that such party may have at law or in equity upon breach of this Agreement. Exercise or partial exercise of any right, power or remedy will not constitute the exclusive election thereof or the waiver of any other right, power or remedy available to such party. If a provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions hereof. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4. Filing with Comptroller's Office. ASES will file this Agreement with the Office of the Comptroller of Puerto Rico within fifteen (15) days after the date hereof.

5. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by an authorized representative on the day and year first above written.

**Administración de Seguros de Salud**

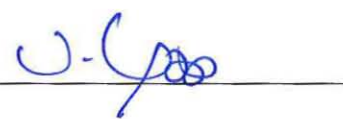
By: 

Name: Ricardo A. Rivera Cardona

Title: Executive Director

Employer ID Num: 660-50-0678

**PMC Medicare Choice, LLC**

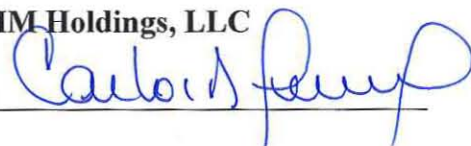
By: 

Name: Orlando González Rivera

Title: President

Employer ID Num: 660-59-2131

**MMM Holdings, LLC**

By: 

Name: Carlos Vivaldi Oliver

Title: Chief Financial Officer

Employer ID Num: 660-64-9625

Account No. 252-000-5040

**MMM Multi Health, LLC**

By: 

Name: Orlando González Rivera

Title: President

Employer ID Num: 660-58-8600

