

Exhibit A

Affiliation Agreement (Redacted)

AFFILIATION AGREEMENT

BY AND BETWEEN

COMMUNITY CARE, INC.

AND

CARESOURCE

DATED AND EFFECTIVE AS OF

SEPTEMBER 17, 2024

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EXHIBITS

Exhibit A	Administrative Services Agreement
Exhibit B	Amended and Restated Articles of Incorporation
Exhibit C	Amended and Restated Bylaws
Exhibit D	Escrow Agreement
Exhibit E	Assignment and Assumption Agreement
Exhibit F	R&W Insurance Policy
Exhibit G	Commitments

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “Agreement”) is dated effective as of September 17, 2024 by and between Community Care, Inc., a Wisconsin nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“Community Care”), and CareSource, an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“CareSource”) (Community Care and CareSource are sometimes referred to in this Agreement as the “Parties” and individually as a “Party”).

RECITALS

WHEREAS, Community Care and CareSource wish to pursue an affiliation to advance their respective missions and the CareSource Charitable Purposes (the “Affiliation”);

WHEREAS, CareSource (individually or through one or more of its Affiliates) has been separately engaged in, among other matters, the business of arranging for, coordinating the provision of, and enhancing the quality and accessibility of health care services to the general public through a network of managed health care plans principally benefitting low-income individuals and individuals eligible for participation under governmental health care programs, including Medicaid, Medicare Advantage and federally facilitated individual health insurance marketplace;

WHEREAS, Community Care is a Wisconsin nonprofit corporation that provides coordinated long-term health care and social services to at-risk adult populations in southeastern Wisconsin. Community Care’s primary significant program is Family Care, a Medicaid capitated long-term care program (the “Family Care Business”). Family Care members are 18 years or older and include frail elderly, physically disabled and developmentally disabled members. The program objective is to provide cost-effective, comprehensive and flexible long-term care to foster members’ independence and quality of life while recognizing the need for interdependence and support. The service area for the Family Care Business includes 15 counties in southeastern and east central Wisconsin;

WHEREAS, Community Care Health Plan, Inc. (“CCHP”) is a Wisconsin nonprofit insurance corporation organized under Chapter 613 of the Wisconsin statutes and an entity exempt from federal income taxation as described in Section 501(c)(4) of the Code;

WHEREAS, Community Care is the sole member of CCHP;

WHEREAS, in this Agreement, Community Care and each of its direct and indirect Subsidiaries (including without limitation CCHP) are referred to individually and collectively as “CCI”;

WHEREAS, CCHP is composed of two long-term care managed care programs: the Program for All-Inclusive Care for the Elderly (“PACE”) and Family Care Partnership (“FCP”). The programs provide fully integrated care which includes all Medicare and Medicaid services. PACE members must be 55 years or older while FCP members must be 18 years or older. Both programs include frail elderly, and physically and developmentally disabled members, and members must meet nursing home level of care and financial eligibility requirements. The service area for PACE and FCP includes 9 counties in southeastern and east central Wisconsin;

WHEREAS, prior to the Closing, Community Care will cause to be formed a newly-organized, non-member purpose-built non-profit corporation under the laws of the State of Wisconsin (“Newco”), which will be the recipient of the Cash Payment, and will fulfill certain duties as are set forth in this Agreement;

WHEREAS, prior to the Closing, Community Care will assign the DHS Contracts to CCHP (and obtain consent to such assignments from DHS), which CCHP shall assume (the “DHS Contract Assignment”);

WHEREAS, the Affiliation will bring together organizations with shared visions, values, philosophy and mission to pursue their charitable objectives;

WHEREAS, CareSource and CCI share a unified mission of providing health care benefits and a common vision of transforming the health care experience with a focus on affordable health solutions for their constituents and communities;

WHEREAS, the Affiliation reflects CareSource’s and CCI’s shared view that nonprofit health care companies perform a vital function in serving local communities, improving the health and well-being of their members, and delivering affordable health care;

WHEREAS, the Affiliation will allow CareSource and CCI to work and invest together, realizing valuable synergies and improving efficiency for operations, technology, data and analytics, and strategic insight;

WHEREAS, at the Closing, CCI and CareSource Management Services LLC, a subsidiary of CareSource, will also execute an administrative services agreement (the “Administrative Services Agreement”) substantially in the form attached hereto as Exhibit A, pursuant to which CareSource or one or more of its Affiliates will, after the Closing, provide certain services to Community Care on the terms set forth therein;

WHEREAS, the Affiliation will focus on creating sustainable health plans and benefits that provide value for all members with a core focus on ensuring the satisfaction of its members; and

WHEREAS, each Party has determined that it is in its best interest to effect the Affiliation and to enter into this Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing premises and in consideration of the representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

METHOD OF AFFILIATION; CONSIDERATION

1.1 Sole Member. The Parties will effect the Affiliation as of the Closing Date, consistent with the terms of this Agreement, the Guiding Principles set forth in Section 1.2, and Community Care’s Organizational Documents, which shall be amended and restated as of the Closing Date to (i) become a membership based nonprofit corporation and designate CareSource as Community Care’s sole member with the right to elect all the members of Community Care’s Board of Directors and thereby direct the management of Community Care and the use of Community Care’s facilities and (ii) reflect the Conversion. The form of Community Care’s Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are attached hereto as Exhibit B and Exhibit C respectively.

1.2 Statement of Guiding Principles. The Parties understand and confirm that (i) their relationship in the Affiliation will not be static, but will necessarily change to accommodate changes and innovations in the health insurance and health care benefits industries, as well as in the delivery of health care generally and in the provision of health solutions and wellness products and services; and (ii) that not all circumstances and conditions that the Affiliation will be required to address can be anticipated or fully provided for in this Agreement. Accordingly, the Parties have agreed that the following principles set forth the intentions and aspirations of the Parties with respect to the Affiliation and shall guide any future changes and innovations in the Parties' relationship so that the Affiliation will create sustainable health plans and benefits that provide value and satisfaction for all members:

(a) The goals and objectives outlined in the Recitals to this Agreement reflect the general intentions of the Parties with respect to the Affiliation and form an integral basis for each Party's belief that the Affiliation is in the best interests of the Parties and their respective Affiliates, members, employees, suppliers, customers, creditors, and the communities in which each Party operates;

(b) Through the implementation of centralized management, administration, investment strategy, strategic planning and operation, the Affiliation seeks to enable the Parties and their respective Affiliates to provide more affordable health care solutions for the members of Community Care and its subsidiaries (including CCHP) and Affiliates, and to deliver a transformative health care experience for such members and the respective communities it serves; and

(c) The Affiliation seeks both to maintain and to enhance the existing health care programs developed by Community Care and CCHP, including but not limited to Community Care's Family Care Business and CCHP's PACE and FCP programs as described in the Recitals, and the Parties in connection therewith will work collaboratively to seek regulatory approvals necessary to maintain such programs through the Affiliation process, including, as anticipated, approvals for the restructuring of Community Care's Family Care Business so that it is efficiently and without disruption transferred to CCHP.

1.3 Consideration. The consideration for the Affiliation will be: (a) [REDACTED] (as adjusted pursuant to Section 1.4, the "Cash Payment"), and (b) the covenants by CareSource under this Agreement.

1.4 Cash Payment Adjustment.

(a) Closing Adjustment.

(i) At the Closing, the Cash Payment shall be adjusted in the following manner:

(A) either (1) an increase by the amount, if any, by which the Estimated Closing Working Capital (as estimated in accordance with Section 1.4(a)(ii)) is greater than the Target Working Capital, or (2) a decrease by the amount, if any, by which the Estimated Closing Working Capital is less than the Target Working Capital;

(B) a decrease by the outstanding Indebtedness of CCI as of the Closing (which shall in no event be an amount less than the amounts paid by CareSource pursuant to Section 2.3(b)(ii)); and

(C) a decrease by the amount of unpaid Transaction Expenses of CCI as of the Closing (which shall in no event be an amount less than the amounts paid by CareSource pursuant to Section 2.3(b)(ii)).

The net amount after giving effect to the adjustments listed above shall be the “Closing Date Payment.”

(ii) At least three Business Days before the Closing, Community Care shall prepare and deliver to CareSource a statement setting forth its good faith estimate of (A) Closing Working Capital (the “Estimated Closing Working Capital”), (B) the outstanding Indebtedness of CCI as of the Closing, (C) the amount of unpaid Transaction Expenses as of the Closing, and (D) the resulting calculation of the Closing Date Payment, which statement shall contain an estimated balance sheet of CCI as of the Closing Date (without giving effect to the transactions contemplated herein) (the “Estimated Closing Statement”), prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end.

(b) Post-Closing Adjustment.

(i) Within 120 days after the Closing Date, CareSource shall prepare and deliver to the CCI Representative a statement setting forth its calculation of (A) Closing Working Capital (B) the outstanding Indebtedness of CCI as of the Closing, (C) the amount of unpaid Transaction Expenses as of the Closing, and (D) the resulting calculation of the Cash Payment, which statement shall contain a balance sheet of CCI as of the Closing Date (without giving effect to the transactions contemplated herein) (the “Closing Statement”), prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end.

(ii) The amount equal to the Cash Payment set forth in the Closing Statement, as finally determined pursuant to Section 1.4(c), minus the Closing Date Payment set forth in the Estimated Closing Statement, expressed as a positive or negative number, shall be the “Post-Closing Adjustment”.

(c) Examination and Review.

(i) Examination. After receipt of the Closing Statement, the CCI Representative shall have 30 days (the “Review Period”) to review the Closing Statement. During the Review Period, the CCI Representative and Newco’s accountants shall have full access to the books and records of CCI, the personnel of, and work papers prepared by, CareSource and/or CareSource’s accountants to the extent that they relate to the Closing Statement and to such historical financial information (to the extent in CareSource’s possession) relating to the Closing Statement as the CCI Representative may reasonably request for the purpose of reviewing the Closing Statement and to prepare a Statement of Objections (defined below), provided, that such access shall be in a manner that does not interfere with the normal business operations of CareSource or CCI.

(ii) Objection. On or prior to the last day of the Review Period, the CCI Representative (on behalf of Newco) may object to the Closing Statement by delivering to CareSource a written statement setting forth the CCI Representative's objections in reasonable detail, indicating each disputed item or amount and the basis for the CCI Representative's disagreement therewith (the "Statement of Objections"). If the CCI Representative fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Statement and the Post-Closing Adjustment reflected in the Closing Statement shall be deemed to have been accepted by the CCI Representative and Newco. If the CCI Representative delivers the Statement of Objections before the expiration of the Review Period, CareSource and the CCI Representative shall negotiate in good faith to resolve such objections within 30 days after the delivery of the Statement of Objections (the "Resolution Period"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Statement with such changes as may have been previously agreed in writing by CareSource and the CCI Representative, shall be final and binding.

(iii) Resolution of Disputes. If the CCI Representative and CareSource fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("Disputed Amounts") and any amounts not so disputed, the "Undisputed Amounts") shall be submitted for resolution to the office of an impartial nationally recognized firm of independent certified public accountants mutually acceptable to CareSource and the CCI Representative, who shall not be accountants who previously or presently work for Newco, Community Care, or CareSource (the "Independent Accountant") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Statement. The parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Statement and the Statement of Objections, respectively.

(iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by Newco, on the one hand, and by CareSource, on the other hand, based upon the percentage that the amount actually contested but not awarded to Newco or CareSource, respectively, bears to the aggregate amount actually contested by CCI Representative (on behalf of Newco) and CareSource.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable within 30 days (or such other time as the parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Closing Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the parties hereto.

(d) Payments of Post-Closing Adjustment

(i) If the Post-Closing Adjustment is a negative number (the absolute value of such amount, the "Adjustment Deficit"), the CCI Representative and CareSource shall, within 5 Business Days after the final determination of the Post-Closing Adjustment, jointly instruct the Escrow Agent to disburse from the Purchase Price Adjustment Escrow Amount by wire transfer of immediately available funds (A) first to CareSource, an amount equal to the Adjustment Deficit, and (B) then to Newco, any amounts remaining in the

Purchase Price Adjustment Escrow Amount. If the Adjustment Deficit is greater than the amount held in the Purchase Price Adjustment Escrow Amount, then Newco shall disburse by wire transfer of immediately available funds to CareSource the amount by which the Adjustment Deficit exceeds the amount in the Purchase Price Adjustment Escrow Amount.

(ii) If the Post-Closing Adjustment is a positive number, within 5 Business Days after the final determination of the Post-Closing Adjustment, (A) CareSource shall disburse by wire transfer of immediately available funds to Newco the amount of the Post-Closing Adjustment, and (B) the CCI Representative and CareSource shall jointly instruct the Escrow Agent to disburse from the Purchase Price Adjustment Escrow Amount by wire transfer of immediately available funds to Newco the Purchase Price Adjustment Escrow Amount.

(e) Adjustments for Tax Purposes. Any payments made pursuant to Section 1.4 shall be treated as an adjustment to the Cash Payment by the parties for Tax purposes, unless otherwise required by Law.

ARTICLE II

CLOSING AND CLOSING DATE

2.1 Closing Date. The closing of the Affiliation (the “Closing”) shall take place by electronic exchange of documents, commencing at 9:00 a.m. Milwaukee time on the first day of the month immediately following the satisfaction or waiver of all conditions to each Party’s obligation to consummate the Affiliation (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other place or on such other date as is mutually agreeable to Community Care and CareSource. The date of the Closing is referred to herein as the “Closing Date” and the Closing shall be deemed effective as of 12:01 a.m. on the Closing Date.

2.2 Deliveries of Community Care. At or prior to the Closing, Community Care shall deliver or cause to be delivered to CareSource:

(a) A copy of the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of Community Care, in the form set forth in Exhibit B and Exhibit C attached hereto and evidence of the filing of such Amended and Restated Articles of Incorporation with the Wisconsin Department of Financial Institutions, to be filed prior to the Closing Date but to be effective as of the Closing Date.

(b) An executed counterpart of the Administrative Services Agreement.

(c) A certificate from an officer of Community Care, dated as of the Closing Date and in a form reasonably acceptable to CareSource, stating that the conditions specified in Section 6.2(a) and Section 6.2(b) have been satisfied.

(d) Copies of the resolutions and other actions of the board of directors of Community Care authorizing the execution and delivery of this Agreement, the Conversion and the consummation by Community Care of the transactions contemplated hereby.

(e) (i) A copy of each consent, approval, and/or other authorization of each Governmental Authority and/or third party required of CCI for the Affiliation and/or any other transactions contemplated by this Agreement listed on Schedule 2.2(e)(i) hereto, in each case duly executed by the

applicable Governmental Authority or other third party, and (ii) a copy of each notice to a Governmental Authority and/or third party required of CCI for the Affiliation and/or other transactions contemplated by this Agreement listed on Schedule 2.2(e)(ii) hereto, in each case with evidence such notice was timely provided and in form and substance reasonably acceptable to CareSource.

(f) A certificate certifying that CCI was not a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code at any time during the five-year period ending on the Closing Date.

(g) All other documents required to be provided by Community Care by any other provision of this Agreement.

(h) Deliver to the Escrow Agent, a counterpart of the Escrow Agreement, duly executed by the CCI Representative.

(i) An assignment and assumption agreement, duly executed by CCHP and CCI, pursuant to which, as of the Closing Date but effective immediately before the Closing, CCI will assign, convey and transfer to CCHP, and CCHP will assume, (i) the DHS Contracts, thereby effectuating the DHS Contract Assignment, and (ii) all other assets of CCI relating to the DHS Contracts, substantially in the form set forth on Exhibit E (the “Assignment and Assumption Agreement”).

2.3 Deliveries of CareSource. At the Closing, CareSource shall deliver or cause to be delivered to Community Care or Escrow Agent:

(a) An executed counterpart of the Administrative Services Agreement.

(b) The following payments:

(i) Delivery of the Closing Date Payment less (1) the Purchase Price Adjustment Escrow Amount and (2) the Indemnification Escrow Amount by wire transfer of immediately available funds to an account for benefit of Newco and designated in writing by Community Care no later than two Business Days prior to the Closing Date; and

(ii) Pay the Indebtedness and Transaction Expenses of CCI, in such amounts as are set forth in the Estimated Closing Statement.

(c) A certificate from an officer of CareSource, dated as of the Closing Date and in a form reasonably acceptable to Community Care, stating that the conditions specified in Section 6.1(a) and Section 6.1(b) have been satisfied.

(d) (i) A copy of each consent, approval, and/or other authorization of each Governmental Authority and/or third party required of CareSource for the Affiliation and/or any other transactions contemplated by this Agreement listed on Schedule 2.3(d)(i) hereto, in each case duly executed by the applicable Governmental Authority or other third party and (ii) a copy of each notice to a Governmental Authority and/or third party required of CareSource for the Affiliation and/or other transactions contemplated by this Agreement listed on Schedule 2.3(d)(ii) hereto, in each case with evidence such notice was timely provided.

(e) All other documents required to be provided by CareSource by any other provision of this Agreement.

(f) deliver to the Escrow Agent:

(i) the Purchase Price Adjustment Escrow Amount (such amount, including any interest or other amounts earned thereon and less any disbursements therefrom in accordance with the Escrow Agreement, the “Purchase Price Adjustment Escrow Fund”) by wire transfer of immediately available funds to an account designated by the Escrow Agent, to be held for the purpose of securing the obligations of Newco in Section 1.4(d);

(ii) the Indemnification Escrow Amount (such amount, including any interest or other amounts earned thereon and less any disbursements therefrom in accordance with the Escrow Agreement, the “Indemnification Escrow Fund”) by wire transfer of immediately available funds to an account designated by the Escrow Agent, to be held for the purpose of securing the indemnification obligations of Newco set forth in Article VII;

(iii) a counterpart of the Escrow Agreement, duly executed by CareSource; and

(g) a copy of the R&W Policy, including the binder, effective as of the Closing.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF COMMUNITY CARE

Community Care, for itself and its Subsidiaries (including without limitation CCHP), hereby represents and warrants to CareSource as follows as of the date hereof and as of the Closing Date, except as set forth on the CCI Disclosure Letter delivered to CareSource pursuant to the terms of this Agreement:

3.1 Authority to Enter into Agreement, Enforceability. Subject to the receipt of all Required Approvals, Community Care has all requisite power and authority and has taken all corporate or other action necessary to execute and deliver this Agreement and the other agreements contemplated hereby and to perform its obligations (including the consummation of the transactions contemplated hereby) hereunder. The execution and delivery of this Agreement by Community Care, Community Care’s performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action, and no other act or proceeding on the part of Community Care or its governing body or members is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby. Community Care has duly executed and delivered this Agreement.

3.2 Organization and Valid Existence.

(a) Community Care is a directorship-based nonprofit corporation without any members organized under the laws of the State of Wisconsin. CCHP is a service insurance corporation organized under the laws of the State of Wisconsin, of which Community Care is the sole member. Community Care (i) is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and (ii) has the requisite power and authority to own, lease and use its assets and properties in all material respects in a manner in which its properties and assets are currently owned, leased and used and carry on its business as it is now being conducted, except where the failure to have such requisite power and authority would not, individually or in the aggregate, reasonably be expected to be material to CCI. Community Care has made available to CareSource true, correct and complete copies of the Organizational Documents of CCI, as in effect on the date hereof (reflecting all amendments and modifications made thereto prior to the date hereof). CCI is not in violation of such Organizational Documents in any respect.

(b) With respect to the CCHP membership interest:

(i) The interest was issued in compliance with applicable Laws. The interest was not issued in violation of any agreement, arrangement or commitment to which CCI is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(ii) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the interest or obligating Community Care or CCI to issue or sell any other interest in, CCHP. CCHP does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the interest.

3.3 Foreign Qualification. CCI is duly qualified to do business as a foreign corporation, limited liability company or other legal entity and is in good standing in each jurisdiction where such qualification is necessary or where the conduct of its business or the ownership or leasing of its properties or assets requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to be material to CCI.

3.4 Enforceability. Assuming the due authorization, execution and delivery by the respective other Parties thereto, this Agreement, and the Administrative Services Agreement to which CCI is or will be a party at the Closing constitute or will constitute at the Closing, as applicable, legal, valid and binding agreements and obligations of CCI enforceable against such Person(s) in accordance with their respective terms.

3.5 Subsidiaries. Section 3.5 of the CCI Disclosure Letter sets forth a true, accurate and complete list of each direct and indirect Subsidiary of Community Care, listing for each such Subsidiary its name, type of entity, a list of each Subsidiary's officers and directors (or the equivalent), the jurisdiction of its incorporation or organization, its authorized capital stock or other equity instruments, the number and type of its issued and outstanding shares of capital stock or other equity instruments and the current ownership of such capital stock or other equity instruments. Except as set forth in Section 3.5 of the CCI Disclosure Letter, each of the Subsidiaries of Community Care is wholly owned by Community Care, directly or indirectly, free and clear of any Liens (other than Permitted Liens). Except for securities held as part of its investment portfolio which, in each case, constitute no more than 1% of the issued and outstanding capital stock of any Person, Community Care does not own, directly or indirectly, any capital stock or equity interests of, or any other securities convertible into or exercisable or exchangeable for or evidencing the right to subscribe for or acquire, at any time, capital stock or equity interests of any Person other than the Subsidiaries of Community Care. Community Care is not a Subsidiary of any Person.

3.6 Governmental Authorizations. The execution, delivery and performance of this Agreement by Community Care, and the consummation by Community Care of the transactions contemplated hereby do not and will not require any consent, approval or other authorization of, or filing with or notification to, any Governmental Authority, other than those set forth on Section 3.6 of the CCI Disclosure Letter (the "Required Approvals").

3.7 Non-Contravention. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (which for sake of clarity specifically includes without limitation the DHS Contract Assignment) do not and will not (with or without notice, lapse of time, or both) (a) contravene or conflict with, or result in any violation or breach of, or constitute a default (with

or without due notice or lapse of time or both) under any provision of, the Organizational Documents of CCI, (b) contravene or conflict in any material respects with, or result in any material violation or breach of, any Law applicable to CCI or by which any assets of CCI ("CCI Assets") are bound, assuming that all Required Approvals have been obtained or made, or (c) result in any violation or breach of, acceleration of, loss of right or benefit under, give rise to any right to amend, terminate, modify, accelerate or cancel, result in the creation of any Lien (other than a Permitted Lien) or constitute a default (with or without notice or lapse of time or both) under, any Material Contract or require any consent, approval, clearance, exemption, waiver, Permit or other authorization of, registration, declaration or filing with or notification to, any Person under any Material Contract, other than in the case of clauses (b) and (c) of this Section 3.7 as would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of CCI to consummate the transactions contemplated hereby or perform its obligations under this Agreement or any other documents and instruments to be executed and delivered by CCI thereof pursuant hereto.

3.8 Financial Statements.

(a) CCI has furnished CareSource with true, complete and accurate copies of (i) the audited consolidated balance sheets of CCI as of December 31, 2021, December 31, 2022, and December 31, 2023 (the "Balance Sheet Date"), and the related audited consolidated statements of operations and comprehensive income, equity and cash flows of CCI for the fiscal years then ended, together with the notes thereto and the reports of CCI's independent accountants with respect thereto (the "Audited Financial Statements") and (ii) the unaudited consolidated balance sheets of CCI as of July 31, 2024 (the "Interim Financial Statements") and together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements (i) have been prepared in accordance with GAAP and (ii) present fairly, in all material respects, the financial position of CCI as of their respective dates and the results of operations for CCI included in such Financial Statements for the respective periods then ended, subject, in the case of the Interim Financial Statements to the absence of footnote disclosures and other presentation items and changes resulting from normal year-end adjustments.

(b) Community Care has furnished CareSource with copies of CCI's statutory statements (the "Statutory Statements") as of the date of this Agreement. The Statutory Statements (i) were prepared in accordance with applicable SAP during the periods presented and (ii) present fairly, in all material respects, the SAP financial position, assets, Liabilities, capital and surplus of CCI as of their respective dates and the statutory results of operations for CCI for the respective periods then ended. No material deficiency has been asserted to CCI by any Governmental Authority with respect to any Statutory Statements and no Governmental Authority has requested the refiling or amending of any Statutory Statement. CCI complies, in all material respects, with all applicable solvency requirements, including risk-based capital requirements, under applicable Laws, and Community Care has made available to CareSource both the most recent RBC Ratios and State of Wisconsin compulsory surplus and security surplus filings prepared and/or filed by CCI with the Office of the Commissioner of Insurance.

(c) CCI has no material Liabilities, other than (i) Liabilities disclosed, reflected or reserved against on any of the Financial Statements or Statutory Statements, (ii) Liabilities incurred in the Ordinary Course of Business consistent with past practice since the Balance Sheet Date, (iii) Liabilities for Taxes, (iv) Liabilities reflected in the Disclosure Letter, and (v) other Liabilities that would not be material to CCI.

3.9 Accounting Controls; Books and Records. CCI maintains a system of internal controls and procedures that are sufficient to provide reasonable assurance (i) that transactions are executed only with management's authorization, (ii) that transactions are recorded as necessary to permit preparation of the financial statements in accordance with GAAP and SAP and to maintain accountability for assets of CCI, and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of

assets of CCI. CCI has not identified or been made aware of (x) any significant deficiency or material weakness in the system of internal accounting controls utilized by CCI, (y) any fraud, whether or not material, that involves the management of CCI who has a role in the preparation of financial statements or the internal accounting controls utilized by CCI or (z) any claim or allegation regarding any of the foregoing. CCI maintains an adequate system of internal controls pursuant to the requirements of SAP and the OCI.

3.10 Absence of Certain Changes. Since the Balance Sheet Date through the date of this Agreement, there has not occurred any Material Adverse Effect. Except as otherwise expressly required by this Agreement, since the Balance Sheet Date through the date hereof, (a) CCI has conducted its business, in all material respects, in the Ordinary Course of Business and (b) CCI has not engaged, taken or failed to take any action, or agreed to take or refrain from taking any action, that would require the consent of CareSource under Section 5.1 if taken or failed to be taken after the date of this Agreement, but prior to the Closing.

3.11 Litigation. Except as set forth on Section 3.11 of the CCI Disclosure Letter, there are no Proceedings pending against CCI and, to the Knowledge of CCI, there are no Proceedings threatened to be brought against CCI, or any of their respective properties, assets, operations or rights or any of their respective officers, directors, employees or agents in their capacities as such, that, individually or in the aggregate, would reasonably be expected to be material to CCI, or CCI's ability to consummate the transactions contemplated hereby. There are no, and since the Look-Back Date there have not been any, Orders outstanding against CCI that, individually or in the aggregate, would reasonably be expected to be material to CCI.

3.12 Contracts. Section 3.12 of the CCI Disclosure Letter sets forth a list of all of the following Contracts (x) to which CCI is a party as of the date of this Agreement or (y) by which CCI or any of its respective properties or assets are bound as of the date of this Agreement (such Contracts, collectively, the "Material Contracts"):

(a) Contracts imposing any restrictions, restraints or limitation on the freedom of CCI to (i) freely engage in any line of business, or future business activities, or in any market or geographic area or (ii) to compete with any Person or in any line of business;

(b) Contracts (i) under which CCI has directly or indirectly incurred, created, assumed or guaranteed outstanding Liabilities of any Person (other than CCI), excluding endorsements for the purpose of collection in the Ordinary Course of Business, (ii) under which CCI has directly or indirectly granted a Lien (including pursuant to any credit support or similar agreement) on any asset or group of assets of CCI, or (iii) that are letter of credit arrangements or performance bond arrangements;

(c) Contracts under which CCI has borrowed any money from, or issued any note, bond, debenture or other evidence of Indebtedness to, any Person (other than trade payables incurred in the Ordinary Course of Business that are not more than ninety (90) days past due);

(d) Contracts under which CCI, directly or indirectly, has agreed to make any advance, loan, extension of credit or capital contribution to, or other investment in, any Person (other than extensions of advances to hospitals, trade credit and advances of expenses to employees in the Ordinary Course of Business);

(e) Contracts entered into for the acquisition from another Person or disposition to another Person of assets (other than in the Ordinary Course of Business) or capital stock or other equity

interest of another Person (however structured) which contain “earn-out” obligations with respect to CCI which may become payable from and after the date of this Agreement;

(f) Contracts with any Governmental Authority;

(g) Partnership, joint venture, consortium or alliance agreement or other similar Contracts (including any agreement providing for joint research, development or marketing);

(h) any agent, sales representative, sales or distribution Contract involving payments by CCI in excess of [REDACTED] per annum (or which, in the case of payments based upon sales commissions, is reasonably likely to be in excess of such amount);

(i) any Contract with any commercial or governmental payor (including Medicare and/or Medicaid) involving payments to CCI;

(j) any Contract with any Provider (x) involving annual revenues in excess of [REDACTED] in the fiscal year ended December 31, 2023 or expected to involve annual revenues in excess of [REDACTED] in the fiscal year ending December 31, 2024 or (y) whereby CCI sends (i.e., down streams) financial risk to the counterparty;

(k) any Contract (x) for the engagement or employment of any individual employee or individual service-provider on a full-time, part-time, consulting or other basis with annual base compensation in excess of [REDACTED] that is not terminable at will without the payment of severance or provision of notice, or (y) providing for the payment of severance or a retention, change in control or other similar payment;

(l) any collective bargaining agreement or other Contract with a labor union, works council, or other labor organization;

(m) any Contract that is a settlement, conciliation, or similar agreement (i) with any Governmental Authority or (ii) that imposes any monetary or other material obligation upon CCI in excess, in the case of any monetary obligation, of [REDACTED]

(n) any Contract or group of related Contracts with the same party or group of affiliated parties (other than Providers) for the purchase of supplies, products, equipment or other personal property or for the receipt of services that (i) have a term of more than six (6) months from the date or dates thereof, (ii) are not terminable by CCI that is a party thereto upon ninety (90) days’ or less notice without penalty, and (iii) involved annual payments to or from CCI in excess of [REDACTED] in the fiscal year ended December 31, 2023 or that are expected to involve annual payments to or from CCI in excess of [REDACTED] in the fiscal year ending December 31, 2024;

(o) any Contract under which CCI is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds [REDACTED], other than Contracts with Providers;

(p) any Real Property Lease;

(q) Contracts containing any requirement, supply or exclusivity provision or any “most-favored nation”, “most favored pricing” or similar clause;

(r) any Contract (w) involving the exclusive licensing of any Owned Intellectual Property, (x) under which CCI is granted any license, right, covenant, or immunity under any Intellectual Property, (y) under which CCI grants any license, right, covenant, or immunity under any Intellectual Property (other than end user agreements that grant non-exclusive licenses of Software to end users in the Ordinary Course of Business on terms in all material respects the same as the form end user Contracts that have been previously provided to CareSource), or (z) under which a Person that is not CCI develops or assigns any Intellectual Property for the benefit of CCI (other than agreements with employees or contractors (who are natural persons, not entities) entered into in the Ordinary Course of Business on terms in all material respects the same as the forms of such Contracts that have been previously provided to CareSource);

(s) any Contract between CCI, on the one hand, and any officer, director, or Representative of CCI or any of their Affiliates, on the other hand (other than Contracts related to employment or engagement relationships and compensation, travel advances and employee loans in the Ordinary Course of Business); and

(t) any Contract used in or necessary for the operation of the Family Care Business, including without limitation the DHS Contracts.

Each Material Contract, whether or not set forth in Section 3.12 of the CCI Disclosure Letter, is a valid and binding agreement of CCI and, to the Knowledge of CCI, each other party thereto and is in full force and effect, enforceable in accordance with its terms, and will continue to be enforceable following Closing. Neither CCI nor, to the Knowledge of CCI, any other party thereto, is in material breach or violation of, default under or has repudiated any such Material Contract. CCI has not received written notification of the intention of any other Person to cancel, terminate or amend in any material respect the terms of any Material Contract, or accelerate the obligations of CCI thereunder. A true, correct and complete copy of each Material Contract has been delivered or made available to CareSource. No event has occurred, is pending or, to the Knowledge of CCI, is threatened which, after the giving of notice, lapse of time or otherwise, would constitute a breach, violation or default by CCI under any Material Contract or, to the Knowledge of CCI, any other party to any Material Contract or would permit acceleration, termination or material modification of any Material Contract.

3.13 Benefit Plans.

(a) Section 3.13 of the CCI Disclosure Letter lists all material CCI Benefit Plans. “CCI Benefit Plans” means all “employee benefit plans” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”), and all profit-sharing, employment, severance, consulting, termination, change-of-control, retention, bonus, incentive, deferred compensation, retirement, supplemental retirement, welfare, post-employment welfare, vacation, sick leave, paid time off, insurance, medical, fringe benefit, and any other material benefit plans, agreements, programs, policies, commitments or arrangements, whether or not in writing, whether or not funded and whether or not subject to ERISA, which are maintained, sponsored or contributed to by CCI or to which CCI is required to make contributions or with respect to which CCI has any Liability, in each case with respect to current or former directors, officers, employees or consultants of CCI.

(b) With respect to each CCI Benefit Plan set forth, or required to be set forth, in Section 3.13 of the CCI Disclosure Letter, CCI has made available to CareSource true and complete copies of the following, to the extent applicable: (i) the plan document, including all amendments thereto and all related trust documents, insurance Contracts or other funding vehicles; (ii) the most recent summary plan description, together with a summary or summaries of material modifications thereto; (iii) the most recent annual report on Form 5500 (including all schedules); (iv) the most recent annual audited financial

statements and opinion; (v) if the CCI Benefit Plan is intended to qualify under Section 401(a) of the Code, the most recent determination letter received from the IRS; and (vi) all material non-routine correspondence to or from the IRS, the United States Department of Labor, the Pension Benefit Guaranty Corporation or any other Governmental Authority received since the Look-Back Date with respect to any CCI Benefit Plan.

(c) Neither CCI, nor any entity that would be treated together with CCI as a single employer within the meaning of Section 414 of the Code (each, an “ERISA Affiliate”), maintains, sponsors, contributes to or has any Liability and has not within the preceding six (6) years maintained, sponsored, contributed to or had any Liability (including, in each case, on account of any employer (whether or not incorporated) that would be treated together with CCI as a single employer within the meaning of Section 414 of the Code) with respect to any employee benefit plan subject to Section 412 of the Code or Title IV of ERISA, including any “multiemployer plan” (as such term is defined under Section 3(37) of ERISA).

(d) Except as would not result in material Liability to CCI: (i) each CCI Benefit Plan has been administered, funded and maintained, in form and operation, in compliance in all respects with its terms and ERISA, the Code, and all other applicable Law; (ii) all contributions, premiums or other payments that are due have been paid on a timely basis with respect to each CCI Benefit Plan; (iii) with respect to each CCI Benefit Plan that is intended to qualify under Section 401(a) of the Code (or any similar provision of Law) (A) a favorable determination letter has been issued by the IRS with respect to such qualification or a timely application for such determination is now pending or is not yet required to be filed, and (B) to the Knowledge of CCI, no event has occurred since the date of such qualification or exemption that would reasonably be expected to adversely affect such qualification or exemption; (iv) CCI has not incurred and does not expect to incur any penalty or Tax (whether or not assessed) under Sections 4980H, 4980D, 6721 or 6722 of the Code and no circumstances or events have occurred that could result in the imposition of any such penalties or Taxes; and (v) to the Knowledge of CCI has not engaged in any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to any CCI Benefit Plan that would subject CCI to any Tax or penalty imposed by ERISA or the Code.

(e) No CCI Benefit Plan provides health, medical, life insurance or death benefits to current or former employees of CCI beyond their retirement or other termination of service, other than coverage mandated by COBRA or Section 4980B of the Code, or any similar state group health plan continuation Law, the premium cost of which is fully paid by such current or former employees or their dependents.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby would reasonably be expected to (either alone or in combination with another event), directly or indirectly, (i) result in any payment or benefit becoming due, or increase the amount of any payment or benefit due, to any current or former employee, officer, director, or other individual independent contractor of CCI, (ii) increase any compensation or benefits otherwise payable under any CCI Benefit Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any compensation or benefits due to any current or former employee, officer, director or other individual independent contractor of CCI, (iv) directly or indirectly cause CCI to transfer or set aside any assets to fund any material benefits under any CCI Benefit Plan, (v) otherwise give rise to any material liability under any CCI Benefit Plan, or (vi) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any CCI Benefit Plan on or following the consummation of the transactions contemplated hereby.

(g) Except as would not result in material Liability to CCI, each CCI Benefit Plan subject to Code Section 409A (if any) has at all relevant times been in material compliance with applicable

document requirements of, and has been operated in material compliance with, Code Section 409A and the Treasury Regulations and other official guidance promulgated thereunder.

(h) CCI has no commitment to reimburse, make-whole, indemnify or otherwise “gross-up” any person for Tax set forth under Section 409A of the Code, Section 280G of the Code, or Section 4999 of the Code (or any similar provision of state, local or foreign law) or any other Tax.

(i) Except as would not result in material Liability to CCI, there do not exist any pending or, to CCI’s Knowledge, threatened claims (other than routine claims for benefits in the Ordinary Course of Business), suits, actions, disputes, audits or investigations with respect to any CCI Benefit Plan, including any pending or, to CCI’s Knowledge, threatened claims, suits, actions, disputes, audits, investigations, by the IRS, the United States Department of Labor or other Governmental Authority with respect to any CCI Benefit Plan.

3.14 Labor Relations.

(a) No employee of CCI is represented by a labor union, works council, or other labor organization with respect to such employee’s employment with CCI and, to the Knowledge of CCI, no union or employee organizing efforts have occurred since the Look-Back Date or are now underway. CCI is not a party to or bound by any collective bargaining agreement or other Contract with a labor union, works council or other labor organization. CCI is not, and since the Look-Back Date has not been, subject to any pending or, to the Knowledge of CCI, threatened, strike, picket, work stoppage, work slowdown or other organized labor dispute. Excluding the effect of any actions that may be taken by CareSource from and after Closing, CCI has satisfied all notice, consultation, bargaining, and consent obligations owed to their employees and their employees’ representatives under applicable Law or labor Contract, to the extent any such obligations exist, with respect to the transactions contemplated hereby.

(b) CCI is, and since the Look-Back Date has been, in compliance in all material respects with all applicable Laws relating to the employment of labor and employment practices (including equal employment opportunity Laws), including all applicable Laws relating to wages, hours, collective bargaining, employment discrimination, civil rights, safety and health, workers’ compensation, immigration, worker and employee classification, plant closings and mass layoffs, pay equity and the collection and payment of withholding or social security Taxes, except where the failure to so comply would not be material to CCI. CCI has not incurred any material Liability or obligation under the WARN Act or any similar state or local Law since the Look-Back Date that remains unsatisfied. Except as would not result in material Liability to CCI: (i) CCI has fully and timely paid all wages, salaries, wage premiums, prevailing wages, commissions, bonuses, fees, and other compensation not in dispute which have come due and payable to its current and former employees and independent contractors under applicable Law, Contract, or CCI policy; and (ii) each individual who has provided services to CCI since the Look-Back Date and was classified and treated by CCI as an independent contractor, consultant, or other service provider is and was properly classified and treated for all applicable purposes. To the Knowledge of CCI, no officer or executive of CCI: (x) has any present intention to terminate his or her employment with CCI; or (y) is a party to or bound by any confidentiality, non-competition, proprietary rights or other agreement that would materially restrict the performance of such employee’s employment duties or the ability of CCI to conduct its business. There are no pending or, to CCI’s Knowledge, threatened charges, complaints, arbitrations, audits, or investigations before any Governmental Authority brought against CCI by or on behalf of any current or former employee (or any person alleging to be an employee), any applicant for employment, any class of the foregoing, or any Governmental Authority, that involve the labor or employment relations and practices of CCI, that would reasonably be expected to result, individually or in the aggregate, in material Liability to CCI.

(c) In the past three (3) years, (i) no written allegations of sexual harassment or sexual misconduct have been presented to CCI, or, to the Knowledge of CCI, have been threatened to be made against or involving any current or former officer, director or other employee by any current or former officer, employee or individual service provider of CCI, and (ii) CCI has not entered into any settlement agreements resolving, in whole or in part, allegations of sexual harassment or sexual misconduct by any current or former officer, director or other employee.

3.15 Environmental Matters. To CCI's Knowledge, CCI, and each of its facilities is in compliance, and since the Look-Back Date has complied, in all material respects with all applicable Laws relating to Hazardous Substances, pollution, contamination, public or worker health and safety, or protection of the environment or natural resources (collectively, "Environmental Law"). To CCI's Knowledge, CCI and its facilities possess, and since the Look-Back Date have possessed, all Permits required under Environmental Law for their respective operations, and such operations are, and since the Look-Back Date have been, in compliance in all material respects with such Permits. No Proceeding arising under or pursuant to Environmental Law is pending, or to the Knowledge of CCI, threatened, against CCI except for such Proceedings as would not be material to CCI, and since the Look-Back Date, CCI has not received any other written (or, to the Knowledge of CCI, other) notice of any material violation of or Liability under Environmental Law. Except as has not resulted and would not reasonably be expected to result in material Liability relating to Hazardous Substances matters or pursuant to Environmental Laws for CCI, to CCI's Knowledge, (i) CCI has not released, produced, sold, used, stored, transported, handled, discharged or disposed of Hazardous Substances at the Real Property or at any other location, (ii) there are no Hazardous Substances present at any Real Property or, to the Knowledge of CCI, any real property formerly owned, leased or operated by CCI, and (iii) there has been no exposure of any Person to any Hazardous Substances arising from the operation of the business of CCI, including at any Real Property.

3.16 Real Property.

(a) Section 3.16(a) of the CCI Disclosure Letter sets forth a complete and correct list of all real property owned in whole or in part by CCI, including the fee owner and the address thereof (such real property, together with all buildings, structures, fixtures and improvements erected or located thereon, the "Owned Real Property"). The Owned Real Property identified in Section 3.16(a) of the CCI Disclosure Letter comprises all of the real property owned by CCI. CCI has fee simple title to the Owned Real Property free and clear of all Liens, except for Permitted Liens. Except as disclosed by CCI, and except as may exist within the Permitted Liens, there are no outstanding options, rights of first offer or rights of first refusal to purchase any Owned Real Property or any portion thereof or interest therein. CCI is not a party to any Contract to purchase any real property or interest therein relating to, or intended to be used in the operation of, their respective businesses. No condemnation proceeding is pending or, to the Knowledge of CCI, threatened with respect to any Owned Real Property or material portion thereof. All buildings, structures, fixtures, building systems and other improvements located on the Owned Real Property are in good condition and repair in all material respects, except for reasonable wear and tear, and are supplied with utilities necessary for the operation of the business as currently conducted at such facilities. There are no imminent material capital repairs or replacements required at any Owned Real Property for which no or inadequate reserves have been established under GAAP.

(b) Each of the leases, subleases, licenses, concessions and other occupancy agreements (written or oral) to which CCI is a party as of the date of this Agreement, including all amendments, extensions, renewals and other agreements with respect thereto and the right to all security deposits and other amounts and instruments deposited by or on behalf of CCI thereunder, and any guaranties thereof (collectively, the "Real Property Leases") is a legal, valid, binding enforceable agreement of CCI. Section 3.16(b) of the CCI Disclosure Letter sets forth a list of all real property leased by CCI, as a tenant (the "Leased Real Property"), including the address of each Leased Real Property, and the date and names

of the parties to the Real Property Lease to which such Leased Real Property is subject. CCI has made available to CareSource a true and complete copy of each written Real Property Lease and a summary of each oral Real Property Lease, if any. CCI has a valid and enforceable leasehold interest in all Leased Real Property (including all buildings, structures, land, fixtures and other improvements thereto) held by them, in accordance with the respective lease terms. As of the date of this Agreement, no leasehold interest held by CCI in any such Leased Real Property is subject to any Lien, except for Permitted Liens. To CCI's Knowledge, no material breach or material default on the part of CCI, or to the Knowledge of CCI, any counterparty thereto, exists under any Real Property Lease, and, to the Knowledge of CCI, no event has occurred or circumstance exists which, with or without the delivery of notice, the passage of time or both, would constitute such a breach or default or would permit the termination, modification or acceleration of rent under such any Real Property Lease. No possession and quiet enjoyment of the Leased Real Property by CCI has been disturbed and, to the Knowledge of CCI, there are no material disputes with respect to the Real Property Leases. CCI has not subleased, licensed or otherwise granted any Person the right to use or occupy any Leased Real Property or any portion thereof, nor has CCI assigned or transferred its interest in any Real Property Lease or any portion thereof. CCI has not collaterally assigned or granted any other security interest in any Real Property Lease or any interest therein except in connection with any indebtedness that has been discharged or will be discharged at Closing. To CCI's Knowledge, no condemnation proceeding is pending or threatened with respect to any Leased Real Property or material portion thereof.

(c) The Leased Real Property identified in Section 3.16(b) of the CCI Disclosure Letter comprise all of the real property leased or subleased by CCI.

(d) CCI owns good and marketable title to, or holds pursuant to valid and enforceable leases, all of the tangible and material personal property shown to be owned by it on the Financial Statements, free and clear of all Liens, except for Permitted Liens. The property and assets currently owned and leased by CCI (i) comprises all of the property and assets of CCI used for or held for use in, the conduct of its business as currently conducted and (ii) are, in all material respects, in usable condition for the operation of the business of CCI, ordinary wear and tear and aging excepted.

3.17 Intellectual Property Matters.

(a) Section 3.17 of the CCI Disclosure Letter contains a complete and correct list, as of the date of this Agreement, of all current or previously registered Intellectual Property and all pending applications therefor owned or exclusively licensed by CCI. CCI is the sole owner of the items listed above, free and clear of all Liens and CCI owns, is licensed, can acquire on reasonable terms or otherwise possesses the right to use, all Intellectual Property used in their respective businesses as currently conducted. To the Knowledge of CCI, the Intellectual Property listed in Section 3.17 of the CCI Disclosure Letter are valid and enforceable in all material respects. Except as set forth in Section 3.17 of the CCI Disclosure Letter, in the past three (3) years, (i) there are no claims pending or, to the Knowledge of CCI, threatened against CCI by any Person alleging that the conduct of the businesses of CCI as currently conducted would infringe upon or otherwise misappropriate or violate any Intellectual Property right of any Person, (ii) to the Knowledge of CCI, CCI is not committing any such infringement, misappropriation or other violation and (iii) CCI has taken at all times reasonable efforts to protect its material trade secrets and the integrity, security and continuous operation of its material software and systems, and there have been no material violations, breaches or outages of same. As of the date hereof, CCI has not made any claim of a material violation or infringement by others of its rights to or in connection with the Intellectual Property used in its business.

(b) CCI has (i) complied in all material respects with all Internet domain name registration and other requirements of Internet domain administration authorities concerning all Internet

domain names listed on Section 3.17 of the CCI Disclosure Letter, and (ii) operated all websites associated with such Internet domain names in accordance with applicable Laws in all material respects. CCI is the owner of, or has sufficient rights to display or make available, all content, data, and other information displayed or made available, as applicable, on all websites associated with any Internet domain name listed on Section 3.17 of the CCI Disclosure Letter.

3.18 Conflicts of Interest. No member, officer, director, trustee or Affiliate of CCI, and no Person controlled by one or more of the foregoing:

(a) owns, directly or indirectly, any interest in (excepting less than 1% stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, trustee, employee or consultant of, any Person which is, or is engaged in business as, a competitor, lessor, lessee, supplier, distributor, sales agent or customer of CCI;

(b) owns, directly or indirectly, in whole or in part, any property that CCI uses in the conduct of its business;

(c) has any cause of action or other claim against, or owes an amount to CCI, except for claims in the Ordinary Course of Business such as for accrued vacation pay, accrued benefits under employee benefit plans, and similar matters and agreements existing on the date hereof;

(d) has any Contract with, or any outstanding loan to or from, CCI; or

(e) has any interest in any of CCI's assets.

3.19 Permits; Compliance with Laws and Other Instruments.

(a) Section 3.19 of the CCI Disclosure Letter sets forth a list of all material franchises, grants, accreditations, qualifications, registrations, clearances, permissions, authorizations, licenses, easements, variances, exceptions, consents, certificates, approvals, membership privileges, waivers, exemptions, certifications, identification numbers and other permits of any Governmental Authority ("Permits") necessary for CCI to own, lease, use and operate its properties and assets or to carry on its business (collectively, the "CCI Permits"). CCI is, and since the Look-Back Date has been, in possession of and material compliance with all CCI Permits. All such CCI Permits are, and since the Look-Back Date have been, in good standing and full force and effect in all material respects and there are no written (or, to the Knowledge of CCI, oral) notices of noncompliance, judgments, consent decrees, orders or judicial or administrative actions materially and adversely affecting or that could materially and adversely affect any of the CCI Permits and no suspension, limitation, revocation or cancellation of any of the CCI Permits is pending or, to the Knowledge of CCI, has been threatened against CCI. Except for past violations for which CCI is not subject to any current liability, to the Knowledge of CCI, CCI is and has been in material compliance with such CCI Permits.

(b) CCI is and has at all times since the Look-Back Date been in compliance with (i) all Laws applicable to CCI or by which any of its assets are bound, and (ii) all Laws applicable to, and the terms and conditions of, all CCI Permits, except in each case as would not reasonably be expected to be, individually or in the aggregate, material to CCI. To CCI's Knowledge, each of CCI's directors, officers, members, partners or managers is, and has at all times since the Look-Back Date, been in compliance in all material respects with all applicable Laws applicable to their responsibilities related to the business of CCI.

(c) To the Knowledge of CCI, each employee and any other authorized Person acting for or on behalf of CCI, who is required by applicable Law to hold a Permit or other qualification to perform

his or her duties in acting for or on behalf of CCI, (i) holds such Permit or other qualification, (ii) such Permit or other qualification is in good standing in each applicable jurisdiction to perform such duties as required by applicable Law and, (iii) in the course and scope of such Person's duties for or on behalf of CCI, is performing only those services which are permitted by such Permit or other qualification.

3.20 Taxes.

(a) Each of Community Care and CCHP is recognized by the IRS as exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code. Neither Community Care nor CCHP has Knowledge of any Proceeding pending or threatened by the IRS to revoke or terminate its status under Code Section 501(c)(3). CCI has not engaged in any transaction that is reasonably likely to result in the imposition of an excise tax under Chapters 41 or 42 of the Code. CCI has no Knowledge of any action or threatened action by the IRS to impose on it an excise tax under Chapters 41 or 42 of the Code.

(b) All Tax and information returns for any taxable period ending on or before the Closing Date herein (the "Pre-Closing Tax Period") and required to be filed prior to the Closing Date have been or will be filed in a timely manner and are or will be true, complete and correct in all material respects.

(c) No Tax Liens have been imposed on any property or assets of CCI, nor, to CCI's Knowledge, have any deficiencies or claims for any Tax liability of CCI been proposed, asserted or assessed which remain unpaid.

(d) There is (i) no Proceeding pending or in progress or, to CCI's Knowledge, threatened regarding any Taxes relating to CCI for any Pre-Closing Tax Period; and (ii) no extension of time in force with respect to any date on which any Tax return was or is to be filed and no waiver or agreement in force for the extension of time for the assessment or payment of any Tax.

(e) All Tax elections that are in effect with respect to Taxes affecting CCI as of the date hereof have been made on tax or information returns filed by CCI.

(f) All Taxes that CCI is required by Law to withhold or collect have, in all material respects, been duly withheld or collected, and have been timely paid over to the appropriate Governmental Authorities to the extent due and payable.

3.21 Insurance Policies. CCI, and, to the Knowledge of CCI, CCI's Representatives, are covered by valid and currently effective insurance policies and all premiums payable under such policies have been paid to date. CCI has not received any written notice of default or cancellation of any such policy. All material fire and casualty, general liability, business interruption, product liability, and sprinkler and water damage and other material insurance policies maintained by or on behalf of CCI ("Insurance Policies") provide adequate coverage for all normal risks incident to the business of CCI and its properties and assets. Since the Look-Back Date, no claim for coverage under any Insurance Policy has been denied or disputed by the underwriters of such Insurance Policy. CCI has no self-insurance program or co-insurance programs. CCI has made available to CareSource accurate and complete copies of each Insurance Policy. Except as would not reasonably be expected, individually or in the aggregate, to be material to CCI, or CCI's ability to consummate the transactions contemplated hereby, (a) all premiums due under such Insurance Policies have been timely paid as of the date hereof and will be timely paid through the Closing Date, and CCI has otherwise complied with the terms and conditions of such Insurance Policies and (b) (i) the Insurance Policies are in full force and effect and are legal, valid, binding and enforceable with their respective terms, and (ii) CCI is not in default under any such Insurance Policy. CCI has received no written notice of any actual or threatened cancellation, non-renewal or termination of, or material premium increase

with respect to any such Insurance Policies. To the Knowledge of CCI, there is no event, occurrence, condition or act (including the transactions contemplated hereby) that would entitle any insurer to cancel, terminate or non-renew any Insurance Policy. Each Insurance Policy will continue in full force and effect immediately following the Closing in accordance with its terms.

3.22 Insurance Operations.

(a) Since the Look-Back Date, CCI has timely filed all annual and quarterly statements, together with all material exhibits, interrogatories, notes, schedules, risk capital reports and any actuarial opinions, affirmations or certifications or other supporting documents in connection therewith, in each case required to be filed by CCI with or submitted by CCI to the OCI on forms prescribed or permitted by the OCI (collectively, the “SAP Statements”). The SAP Statements complied in all material respects with all applicable Laws when filed. The statutory balance sheets and income statements included in the SAP Statements have been audited by CCI’s independent auditors, and CCI has delivered or made available to CareSource true and complete copies of all audit opinions related thereto for periods beginning on the Look-Back Date. CCI complies in all material respects with all applicable solvency requirements, including risk-based capital requirements under applicable Laws. The loss reserves of CCI recorded in the SAP Statements for periods beginning on the Look-Back Date: (i) were determined in all material respects in accordance with actuarial standards of practice promulgated by the Actuarial Standards Board for use by actuaries when providing professional services in the United States in effect on that date (except as may be indicated in the notes thereto); (ii) were computed on the basis of methodologies consistent in all material respects with those used in computing the corresponding reserves in the prior fiscal year (except as may be indicated in the notes thereto); and (iii) include provisions for all actuarial reserves that were required at that time to be established in accordance with applicable Laws based on facts known to CCI as of such date.

(b) Since the Look-Back Date, the business of CCI (including, to the Knowledge of CCI, business, marketing, operations, sales and issuances of insurance Contracts conducted by or through agents) has been conducted in compliance with applicable insurance Law except in each case as would not reasonably be expected to have, individually or in the aggregate, be material to CCI, or CCI’s ability to consummate the transactions contemplated hereby. In addition, (i) there is no (and since the Look-Back Date there has not been any) pending or, to the Knowledge of CCI, threatened charge by any Governmental Authority that CCI has violated in any material respect, nor is there (and since the Look-Back Date there has not been) any pending or, to the Knowledge of CCI, threatened investigation by any Governmental Authority with respect to any possible violations in any material respect by CCI of, any applicable insurance Law, (ii) CCI has been duly authorized by the OCI to issue the policies and/or Contracts of insurance related to the business of CCI that it is currently writing and (iii) since the Look-Back Date, CCI has filed all material reports required to be filed by CCI with the relevant Governmental Authorities. CCI is not subject to any order, decree or notice of deficiency of any Governmental Authority relating to CCI that relates to material marketing, sales, trade or underwriting practices (other than routine correspondence) from and after the Look-Back Date or seeks the revocation or suspension of any license or other permit issued pursuant to applicable insurance Law. No Proceeding is (or since the Look-Back Date has been) pending or, to the Knowledge of CCI, threatened that would reasonably be expected to result in the revocation or suspension of any such material license or permit.

(c) Section 3.22(c) of the CCI Disclosure Letter sets forth the following information with respect to each reinsurance policy to which CCI is a party: (i) the name of the reinsurer; (ii) the policy number and the period of coverage; (iii) the scope and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and (iv) a description of any retroactive premium adjustments or other loss-sharing arrangements. With respect to such reinsurance policy: (i) the policy is legal, valid, binding, enforceable and in full force and effect with respect to CCI, and, to the Knowledge of CCI, is legal, valid, binding and enforceable and in full force and effect with respect to the other parties

thereto; (ii) neither CCI nor, to the Knowledge of CCI, any other party to the policy is in breach or default in any material respect (including with respect to the payment of premiums or the giving of notices); (iii) to the Knowledge of CCI, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy; and (iv) neither CCI, nor, to the Knowledge of CCI, any other party to the policy has repudiated any material provision thereof in writing or has provided CCI with any written notice of any intention to materially modify or terminate any such agreement in any material respect.

3.23 Healthcare and Regulatory Matters.

(a) (i) CCI currently conduct, and have at all times since the Look-Back Date conducted, their respective businesses in all material respects in compliance with all Health Care Laws applicable to their respective operations, activities or services, any agreements executed with any Governmental Authorities as they relate to any Health Care Program and any Orders to which they are a party or are subject, including any settlement agreements or corporate integrity agreements, (ii) since the Look-Back Date, neither CCI, nor any officer, manager or director of CCI or, to CCI's Knowledge, any independent contractor of CCI, has received any written notice, citation, suspension, revocation, limitation, warning, or request for production of information or repayment or refund issued by a Governmental Authority that alleges or asserts that CCI or any officer, manager, director or independent contractor thereof has violated any Health Care Laws or which requires or seeks to adjust, modify or alter CCI's operations, activities, services or financial condition that has not been fully and finally resolved to the Governmental Authority's satisfaction without further liability to CCI, (iii) CCI is not a party to any corporate integrity agreement, monitoring agreement, consent decree, deferred prosecution agreement, settlement order or similar agreement with any Governmental Authority with respect to any actual or alleged violation in any material respect of any applicable Health Care Law with material obligations (other than confidentiality obligations) remaining to be performed, (iv) CCI has not made a voluntary disclosure pursuant to any Governmental Authority self-disclosure protocol or similar procedure, including, but not limited to, the U.S. Department of Health and Human Services Office of Inspector General's Health Care Fraud Self-Disclosure Protocol or the CMS' Self-Referral Disclosure Protocol, and any similar state self-disclosure protocols, or has made a material disclosure to a Governmental Authority regarding potential repayment obligations arising from actual or potential violations of any Health Care Law and (v) there are no restrictions imposed by any Governmental Authority upon CCI's business, activities or services that would restrict or prevent in any material respect CCI from operating as it currently operates. CCI has made available to CareSource copies of all orders issued since December 31, 2020 by a Governmental Authority with respect to either Community Care or CCHP, other than any such orders that are not material.

(b) Since the Look-Back Date, no Governmental Authority or Health Care Program has imposed a material fine, material penalty or other material sanction on CCI nor, to CCI's Knowledge, is any such fine, penalty or other sanction pending. Since the Look-Back Date, neither CCI, or any officers, directors and employees, or to the Knowledge of CCI, agents, thereof has been: (i) excluded, suspended, debarred or otherwise ruled ineligible from participation in any Health Care Program; or (ii) party to or subject to any Proceeding concerning any of the matters described in the foregoing clause (i).

(c) To CCI's Knowledge, CCI is not the subject of any material Proceedings, investigations, audits or focused reviews by a Governmental Authority regarding its compliance with applicable Health Care Laws other than audits in the Ordinary Course of Business. To the Knowledge of CCI, there has been no event since January 1, 2020 that would reasonably be concluded to give rise to any material Liability for noncompliance with applicable Health Care Laws by CCI.

(d) Since the Look-Back Date, CCI has timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents,

including, to the extent required under applicable Law, with respect to bids, premium rates, rating plans, policy terms and other terms established or used by CCI, together with any amendments required to be made with respect thereto, that CCI was required to file with any Governmental Authority to the extent relating to Health Care Laws, including CMS, and including filings that it was required to file under the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152), with respect to its respective business activities and services (collectively “Health Care Law Filings”). All such Health Care Law Filings were complete, correct and in compliance with applicable Laws and Orders, and (i) no material deficiencies or material Liabilities have been asserted by any Governmental Authority and (ii) CCI is not the subject of any material plan of correction related to any such Health Care Law Filings.

(e) Since the Look-Back Date, CCI and, to the Knowledge of CCI, each authorized broker, producer, consultant, agent, field marketing organization, or third-party service provider to the extent acting on behalf of CCI has marketed, administered, sold and issued insurance and health care benefit products with respect to CCI’s business activities and services in compliance in all material respects with all applicable Health Care Laws, including specifically applicable Laws that relate to the compensation of and licensing of Persons to sell health insurance and health care benefit products.

(f) CCI has established and implemented programs, procedures, policies, practices, Contracts and systems required to comply in all material respects with the applicable provisions of the Privacy Laws. To CCI’s knowledge, CCI is, and has been at all times since the Look-Back Date, in compliance in all material respects with the applicable Privacy Laws. To CCI’s knowledge, CCI has complied in all material respects with all of its then-current customer-facing policies with respect to data collection, use, processing, privacy, protection and security. Since the Look-Back Date, CCI has not experienced any material, reportable incident in which confidential or sensitive information, payment card data, personally identifiable information or other protected information relating to individuals was stolen or improperly accessed, used or disclosed, including any breach of security or “breach” as defined at 45 CFR §164.402.

(g) Neither CCI, nor any of its directors, officers or employees, or to the Knowledge of CCI, any of its agents, in their individual capacities, has in furtherance of or in connection with CCI’s business: (x) offered, promised or given any financial or other advantage or inducement to any Person in violation of applicable Law; (y) requested, agreed to receive or accepted any financial or other advantage or inducement in violation of applicable Law; or (z) offered, promised or given any financial or other advantage or inducement to any public official or other representative of a Governmental Authority (or to any other Person at the request of, or with the acquiescence of, any public official or other representative of a Governmental Authority) with the intention of influencing any public official or other representative of a Governmental Authority in the performance of his, her or its public functions (whether or not that performance would be improper) in violation of applicable Laws.

(h) CCI has made available to CareSource copies of (i) any material reports of examination (including financial, market conduct and similar examinations) of Community Care or CCHP issued by any Governmental Authority since December 31, 2020, as well as any draft reports provided to CCI by any Government Authority where a final report has not been issued, and has notified CareSource of any pending examinations with respect to which Community Care or CCHP have received written notice; and (ii) all other material filings or submissions made under insurance holding company statutes and regulations made by CCI with any Governmental Authority since December 31, 2020. No material deficiencies have been asserted in writing by any insurance regulator with respect to such reports, registrations, filings or submissions with respect to which CCI has received written notice that have not been cured or remedied to the satisfaction of the applicable Government Authority without imposition of any material penalty, condition or obligation on CCI.

(i) No material unpaid claim or assessment by any guaranty fund is pending (for which CCI has received written notice) against CCI and to the knowledge of CCI, it has not received written notice of any such claim or assessment.

(j) Community Care and CCHP are, by virtue of their operations and activities, domiciled in the State of Wisconsin. Neither entity is commercially domiciled in any other jurisdiction or is otherwise treated as domiciled in a jurisdiction other than Wisconsin.

(k) CCI has maintained all records required to be maintained by applicable laws related to its Provider Network, and neither CCI, nor any of its directors, officers or employees, have Knowledge of circumstances that would cause a reasonable expectation that (1) CCI's relationship with any Provider within its Provider Network violates federal or Wisconsin state law or (2) that any Provider within its Provider Network has violated any federal or Wisconsin state law.

(l) The Provider Network meets DHS's Network Adequacy Standards, and CCI has no Knowledge suggesting the Provider Network may not meet DHS's Network Adequacy Standards after Closing due to the transaction represented by this Agreement.

3.24 Information Technology. All of CCI's IT Systems are in good working condition and are sufficient for the operation of CCI's business as currently conducted and as proposed to be conducted. In the past three years, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of CCI's IT Systems. CCI has taken all commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of its IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and Software and hardware support arrangements.

3.25 Accounts Receivable. The accounts receivable reflected on the Interim Financial Statements and the accounts receivable arising after the date of the Interim Financial Statements (a) have arisen from bona fide transactions entered into by CCI involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of CCI not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The reserve for bad debts shown on the Interim Financial Statements or, with respect to accounts receivable arising after the date of the Interim Financial Statements, on the accounting records of CCI have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

3.26 Absence of Material Adverse Changes. Since the Balance Sheet Date through the date of this Agreement, there has not occurred any Material Adverse Effect. Except as otherwise expressly required by this Agreement, since the Balance Sheet Date through the date hereof, (a) CCI has conducted their business, in all material respects, in the Ordinary Course of Business and (b) except as set forth in Section 3.26 of the CCI Disclosure Letter, CCI has not taken any action that, if taken after the date of this Agreement, would require the consent of CareSource pursuant to Section 5.1.

3.27 No Broker or Finder. Except as forth in Section 3.27 of the CCI Disclosure Letter, no broker, finder, investment banker or other intermediary is entitled to any brokerage, finder's or other similar fee or commission from CCI in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of CCI, and CareSource does not have and will not have any Liability or otherwise suffer or incur any loss as a result of or in connection with any brokerage, finder's or other similar fee or commission (contingent or otherwise) of any such Person retained by or on behalf of CCI in connection with the transactions contemplated hereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CARESOURCE

CareSource hereby represents and warrants to Community Care as follows as of the date hereof and as of the Closing Date, except as set forth on the CareSource Disclosure Letter delivered to Community Care pursuant to the terms of this Agreement:

4.1 Authority to Enter into Agreement; Enforceability. CareSource has all requisite organizational power and authority to execute and deliver this Agreement and the other agreements contemplated hereby and to perform its obligations (including the consummation of the transactions contemplated hereby and thereby) hereunder and thereunder. The execution, delivery and performance by CareSource of this Agreement, and the consummation of the transactions contemplated hereby have been duly and validly authorized by CareSource's governing body and no other act or proceeding on the part of CareSource or its governing body, stockholders or members, as applicable, is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements and transactions contemplated hereby. This Agreement has been duly executed and delivered by CareSource and, assuming the due execution and delivery of this Agreement and the other agreements contemplated hereby by the other parties hereto and thereto, this Agreement constitutes, and the other agreements contemplated hereby upon execution and delivery by CareSource will each constitute, a valid and binding obligation of CareSource, enforceable in accordance with its terms.

4.2 Organization and Good Standing. CareSource (i) is a nonprofit corporation duly organized, validly existing and in good standing under the Laws of the State of Ohio, and (ii) has the requisite power and authority to carry on its business as it is now being conducted, except where the failure to have such requisite power and authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on CareSource's ability to consummate the transactions contemplated hereby.

4.3 Non-Contravention. The execution, delivery and performance by CareSource of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will not (with or without notice, lapse of time, or both) (a) contravene or conflict with, or result in any violation or breach of, or constitute a default (with or without due notice or lapse of time or both) under any provision of, the Organizational Documents of CareSource in any material respect, (b) contravene or conflict with, or result in any violation or breach of, any Law or other restriction of any Governmental Authority to which CareSource or any of its Affiliates is subject or by which the assets of CareSource or any of its Affiliates are bound, (c) violate, conflict with, result in a breach of, constitute a default under, result in the loss of any right or benefit under, give modification or result in the acceleration under, or result in the creation of any Lien (other than Permitted Liens) upon any of the assets or properties of CareSource under, any permit or Contract to which CareSource is a party or by which CareSource's assets are bound, or (d) require any authorization, consent, approval, exemption or notice to any Governmental Authority under the provisions of any Law (except for the filings, authorizations, consents, approvals and exemptions contemplated by Section 5.4).

4.4 Litigation. There are no Proceedings pending or, to the Knowledge of CareSource, threatened against or affecting CareSource or any of its Affiliates, at law or in equity, or before or by any Governmental Authority that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on CareSource's ability to consummate the transactions contemplated hereby.

4.5 Compliance with Law. CareSource is and has at all times since the Look-Back Date been in compliance with all Laws applicable to CareSource or by which any of the assets of CareSource are

bound, except as would not reasonably be expected to result in, individually or in the aggregate a material adverse effect on CareSource's ability to consummate the transactions contemplated hereby.

4.6 Adequacy of Funds. CareSource has available to it sufficient funds to permit CareSource to consummate the transactions contemplated hereby, including payment in full of the Cash Payment.

4.7 No Broker or Finder. No broker, finder, investment banker or other intermediary is entitled to any brokerage, finder's or other similar fee or commission from CareSource or any of its Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of CareSource or any of its Affiliates.

ARTICLE V

CERTAIN COVENANTS

5.1 Operation of the Business. From the date of this Agreement until the Closing (or until such earlier time as this Agreement is terminated in accordance with Section 8.1), except as required to effect the Conversion or as otherwise expressly provided for by this Agreement including, without limitation, as set forth on Section 5.1 of the CCI Disclosure Letter, or by applicable Law, or consented to in writing by CareSource (which consent will not be unreasonably withheld, conditioned or delayed), CCI shall (w) conduct its business in the Ordinary Course of Business in all material respects, (x) use commercially reasonable efforts to conduct its business in compliance, in all material respects, with applicable Laws, and (y) maintain and preserve intact, in all material respects, its (1) business organization and (2) books and records and accounts in accordance with past practice, and (z) use commercially reasonable efforts to maintain relationships with key employees, suppliers, Providers, customers and other Persons with whom CCI has material commercial dealings. From the date of this Agreement until the Closing (or until such earlier time as this Agreement is terminated in accordance with Section 8.1), except as otherwise expressly provided for by this Agreement (including the CCI Disclosure Letter), by applicable Law, or with the prior written consent of CareSource (which consent will not be unreasonably withheld, conditioned or delayed), CCI will not, and will not permit any of its Representatives to, take any of the following actions:

(a) Organizational Documents. Amend, modify or restate the Organizational Documents of CCI, other than de minimis amendments or modifications;

(b) Compensation and Benefits. (i) Increase the compensation, bonus or benefits payable or to become payable to any of its current or former employees, individual independent contractors, directors or officers, except for increases in salary, bonus targets, hourly wage rates and benefits of employees, officers, individual independent contractors or directors in connection with CCI's normal compensation adjustment process that does not exceed (A) 10% individually, or (B) 5% in the aggregate of the total annual compensation for all such employees, officers, individual independent contractors or directors (as such value is approved by the Board of Directors of Community Care in the Ordinary Course of Business consistent with past practice); (ii) grant to any current or former employee, director, individual independent contractor or officer any change in control, retention, or transaction compensation or benefits; (iii) grant to any current or former employee any severance or termination compensation or benefits; (iv) establish, adopt, enter into, materially amend, or terminate any material CCI Benefit Plan or any employee benefit plan, agreement, policy, program or commitment that, if in effect on the date of this Agreement, would constitute a material CCI Benefit Plan, or accelerate the (A) vesting, (B) funding, (C) determination of value, or (D) payment of compensation or benefits thereunder, or otherwise except as set forth on Section 5.1(b) of the CCI Disclosure Letter; (v) plan, implement, or announce any facility closings, employee layoffs, reductions-in-force, temporary layoffs, salary or wage reductions, work schedule changes or other

actions that could implicate the WARN Act or any similar state or local applicable Law, or which could materially impact the business of CCI, (vi)(A) hire or engage any new officers of CCI, or (B) terminate (other than for cause) the employment or service of any current officers of CCI, in either case of clauses (A) or (B), without advance notice to CareSource; (vii) enter into, amend or terminate any collective bargaining agreement or similar labor Contract; or (viii) waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement, or other restrictive covenant obligation of any current or former employee or individual independent contractor, except, in the case of each of clauses (i) through (viii), for actions (A) taken to the extent required by applicable Law, this Agreement or any CCI Benefit Plan, or (B) set forth in Section 5.1 of the CCI Disclosure Letter;

(c) Acquisitions. Acquire (by merger, consolidation, combination, acquisition of equity interests or assets, or otherwise) any material assets, debt or equity interests or other securities, business or any corporation, partnership, limited liability company, joint venture or other business organization or division thereof or enter into any Contract or letter of intent or similar arrangement (whether or not legally binding) with respect to the foregoing, except for (i) any such transaction pursuant to any Contract existing and in effect as of the date of this Agreement as set forth in Section 5.1 of the CCI Disclosure Letter, or (ii) acquisitions made for aggregate consideration of [REDACTED] or less in the Ordinary Course of Business;

(d) Dispositions. Sell, lease, license, sub-license, covenant not to assert, transfer, pledge, encumber, grant, cancel, abandon, allow to lapse, fail to maintain, or otherwise dispose of any CCI Assets, other than (i) the disposition of inventory or obsolete or excess equipment in the Ordinary Course of Business, (ii) pursuant to existing agreements in effect prior to the date of this Agreement as set forth in Section 5.1 of the CCI Disclosure Letter, or (iii) dispositions of CCI Assets made for aggregate consideration of [REDACTED] or less, made in the Ordinary Course of Business;

(e) Liens. Permit any properties or assets of CCI to be subject to any Lien (other than Permitted Liens);

(f) Indebtedness; Guarantees. Incur, assume, market, guarantee, cancel, modify in any material respect, pre-pay, forgive, write off or otherwise become liable for, or waive any rights under, any Indebtedness in excess of [REDACTED] in the aggregate;

(g) Accounting. Make any change to its accounting policies, principles, practices, methodologies, procedures or classifications, other than as required by GAAP, SAP, or applicable Law;

(h) Legal Actions. Waive, release, assign, settle or compromise any Proceedings to which CCI is a party, or enter into any settlement agreement or understanding or agreement with any Governmental Authority, other than such waiver, release, assignment settlement or compromise (x) with any Person that is not a Governmental Authority that is limited only to the payment of money not in excess of [REDACTED] individually or [REDACTED] in the aggregate and does not admit liability by CCI, (y) with respect to any matter set forth in Section 5.1(b) of the CCI Disclosure Letter that is limited only to the payment of money, or (z) funded, subject to payment of a deductible in an amount of [REDACTED] or less, or self-insured retention, solely by insurance coverage maintained by CCI;

(i) Taxes. (i) Make, change or revoke any material Tax election, (ii) adopt or change any method of accounting for Tax purposes, (iii) amend any Tax Returns, (iv) enter into any closing agreement or other Contract with respect to Taxes with any Governmental Authority, (v) surrender any right to claim a refund of a material amount of Taxes, (vi) request any extension or waiver of the limitation period applicable to any Tax claim or assessment with respect to a material amount of Taxes, (vii) other than with respect to the transactions contemplated hereby, incur any material liability for Taxes outside the

Ordinary Course of Business, (viii) fail to pay any material Taxes that become due and payable, (ix) change any U.S. federal income tax classification, (x) prepare or file any Tax Return in a manner inconsistent with past practice with respect to the treatment of items on such Tax Returns, except as required by Law, or (xi) settle or compromise any income or other Tax liability or claim, audit, assessment, dispute, proceeding or investigation in respect of Taxes if such settlement or compromise would reasonably be expected to have a materially adverse impact on Taxes relating to post-closing tax periods;

(j) Contracts. Enter into any Contract which, if in effect as of the date of this Agreement, would be a Material Contract or terminate, cancel, amend, waive any provision of or otherwise make any material change in any Material Contract, other than (i) in the Ordinary Course of Business, (ii) as permitted under another subsection of this Section 5.1, and (iii) terminations resulting from the expiration of any Material Contract in accordance with its terms;

(k) Intellectual Property. (i) Sell, transfer, assign, lease, license, sub-license, covenant not to assert, fail to maintain, allow to lapse, abandon, cancel or otherwise dispose of any material Owned Intellectual Property, except for end user agreements that grant non-exclusive licenses of Software to end users in the Ordinary Course of Business on terms in all material respects the same as the form end user Contracts that have been previously provided to CareSource or (ii) disclose any Trade Secrets of CCI to any Person (other than pursuant to written confidentiality agreements entered into in the Ordinary Course of Business that contain reasonable protections sufficient to preserve all rights in such Trade Secrets);

(l) Related-Party Transactions. Except as otherwise permitted under another subparagraph of this Section 5.1, enter into any transaction or Contract which would be required to be disclosed pursuant to Section 3.12(t) of this Agreement and would bind CCI after the Closing;

(m) Capital Expenditures. Make capital expenditures or commitments therefor that deviate from CCI's current annual budget, as made available to CareSource prior to the date hereof;

(n) Loans and Advances. Make any loans, advances or capital contributions to, or investments in, any other Person, including to any of the executive officers, directors, employees, agents, consultants or other Representatives of CCI, other than advances to the executive officers, directors or employees of CCI in the Ordinary Course of Business for travel and other normal business expenses or any advancement of expenses required under the Organizational Documents of CCI;

(o) Insurance Policies. Cancel or terminate any insurance policy naming CCI as a beneficiary or a loss payable payee unless the same shall be replaced with one or more insurance policies providing coverage reasonably comparable in scope and terms;

(p) Lines of Business. Enter into any business or new line of business or discontinue any material line of business or any business operations;

(q) Partnerships or Joint Ventures. Enter into or effect any partnership, joint venture or other similar Contract;

(r) Liquidation or Restructuring. Authorize, adopt or carry out a plan or agreement of complete or partial liquidation, dissolution, recapitalization, restructuring or reorganization of, or file a petition in bankruptcy under any provisions of federal or state bankruptcy Law on behalf of, CCI; or

(s) Enter into any legally binding commitment with respect to any of the foregoing.

Notwithstanding anything to the contrary set forth in this Section 5.1, nothing in this Section 5.1 is intended to result in CCI ceding control to CareSource of CCI's ordinary course of business and commercial decisions prior to the Closing Date.

5.2 Access.

(a) From the date of this Agreement until the Closing (or until such earlier time as this Agreement is terminated in accordance with Section 8.1), CCI shall permit Representatives of CareSource, including any third-party data privacy or cybersecurity auditor ("Security Auditor") engaged by CareSource, to have reasonable access during normal business hours, and in a manner so as not to unreasonably interfere with the normal business operations of CCI, to, and will furnish all information reasonably requested concerning, the business and the premises, properties, assets, executive officers, Taxes and other key employees, books, accounts, records, contracts, documents, Software and Computer Systems of CCI including to conduct a data privacy and information security audit ("Security Audit"); provided, however, the foregoing shall not apply with respect to any information the disclosure of which would, in the reasonable judgment of Community Care, waive any privilege, violate any Law or breach any duty of confidentiality owed to any Person, and shall not include any environmental sampling. CareSource agrees that any Security Auditor will be required to acknowledge in writing to be bound by confidentiality obligations at least as restrictive as those set forth in the Nondisclosure Agreement. Community Care acknowledges and agrees that the access requirements and security policies of CCI shall in no way materially impede CareSource, or any Security Auditor, from conducting the Security Audit (in each case, except as may be required by applicable Law). The provision of any information pursuant to this Agreement by CCI shall not expand the remedies available hereunder to CareSource or its Affiliates under this Agreement in any manner. From and after the date hereof until the Closing Date, CCI shall afford CareSource and its Affiliates reasonable access to (i) information regarding employees of CCI necessary for CareSource and its Affiliates to onboard and integrate such employees and (ii) the key employees of CCI for the purpose of discussing and documenting (if applicable) the terms and conditions upon which each such employee may continue his or her employment with CCI after the Closing.

(b) For each month following the date hereof, Community Care shall provide CareSource with CCI's unaudited consolidated balance sheet and related unaudited consolidated statements of operations and cash flows for the month then ended within sixty (60) days of the end of such month (the "Monthly Financial Statements"); provided, however, that any competitively-sensitive information contained in the Monthly Financial Statements will be on an outside-counsel-only basis and any material related to the valuation of CCI may be redacted. The Monthly Financial Statements, except as indicated therein, shall be prepared in accordance with GAAP applied on a basis consistent with the Financial Statements except that they need not contain footnotes and will be subject to year-end audit adjustments.

5.3 Notification. CareSource, on the one hand, and Community Care, on the other hand, shall promptly notify each other of any material actions in connection with the transactions contemplated hereby commenced or, to the Knowledge of CareSource or the Knowledge of Community Care (as applicable), threatened against CCI or CareSource, as the case may be. Additionally, CareSource on the one hand, and Community Care, on the other hand, may notify each other of the occurrence or non-occurrence of any fact or event that, in either case, would be reasonably likely to cause any condition set forth in Article VI not to be satisfied; provided, that no such notification, nor the obligation to make such notification, shall affect the representations, warranties, covenants or agreement of any Party or the conditions to the obligations of any Party; and provided, further, that the delivery of any notification pursuant to this Section 5.3 shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

5.4 Regulatory Matters.

(a) CMS Filing. As soon as reasonably practicable after the date hereof, Community Care shall file with CMS all information, forms and other documents required for the purpose of obtaining the CMS Approval (the “CMS Filing”), and thereafter shall promptly file such additional information, forms and other documents required under applicable Law or requested by CMS for purposes of obtaining the CMS Approval.

(b) Antitrust Filings. As soon as reasonably practicable after the date hereof, but in no event later than twenty (20) Business Days after the date hereof, CareSource and Community Care will file or cause to be filed all requisite documents and notifications required under any Antitrust Law in connection with the transactions contemplated hereby (the “Antitrust Filings”). All fees payable to Governmental Authorities in connection with the Antitrust Filings shall be borne by CareSource. Each Party shall use its reasonable best efforts (and shall cause its Subsidiaries and Affiliates, as applicable, to use their respective reasonable best efforts) to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to obtain all Required Approvals to consummate and make effective the transactions contemplated hereby as promptly as practicable, including using its reasonable best efforts to obtain or make all necessary or appropriate filings required under applicable Law and to lift any injunction or other legal bar to the consummation of the transactions contemplated hereby as promptly as practicable after the date of this Agreement. None of the Parties or their Affiliates shall knowingly take, cause or permit to be taken any action, including any mergers, acquisitions, joint ventures, or sales, that could reasonably be expected to materially delay or prevent consummation of the transactions contemplated hereby.

(c) OCI Form A Filing. As soon as reasonably practicable after date hereof, CareSource shall file with the OCI a Form A Statement Regarding the Acquisition of Control of a Domestic Insurer requesting approval of the proposed acquisition of control of Community Care and CCHP (the “Form A Filing”). [REDACTED]

(d) OCI Form B Filing. As soon as reasonably practicable after date hereof, or as soon as reasonably practicable after such filing is requested by the OCI, CareSource and Community Care will file or cause to be filed with OCI all Form B or similar notices of proposed intercompany transactions to take place at or immediately following closing, including but not limited to proposals to assign or novate Community Care’s Family Care Business contracts to or with CCHP. The Parties shall cooperate in preparing narratives, projections, and in otherwise providing information to and responding to inquiries posed by OCI and other Governmental Authorities in connection with obtaining consent or non-objection to intercompany transactions described in this subsection.

(e) DHS Filings. As soon as reasonably practicable after the date hereof, CCHP shall file a request for certification as a care management organization based on Community Care’s most recently approved Family Care Business plan. Community Care and CCHP will file all information, forms, and other documents required by DHS for the purpose of obtaining DHS’s certification approval. Once approved, and as soon as reasonably practicable thereafter, Community Care and CCHP shall request assignment of the Family Care Business contract to CCHP. CCHP shall notify DHS of change in ownership within thirty-five (35) days of Closing (“DHS Filings”).

(f) Other Filings. In addition to, and separate from, the foregoing obligations of the Parties in this Section 5.4, from the date of this Agreement until the Closing (or until such earlier time as this Agreement is terminated in accordance with Section 8.1), CareSource and Community Care shall: (i) timely make or cause to be made all other notices, filings and applications, necessary in connection with obtaining the consents, approvals, permits or authorizations (including any Required Approvals) that are required to be obtained prior to the Closing from any Governmental Authority or any other Person in

connection with the execution and delivery of this Agreement and the transactions contemplated hereby; and (ii) subject to and without limiting the specific obligations set forth herein, use their respective commercially reasonable efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated hereby as promptly as practicable; provided, that, subject to Section 5.1, no Indebtedness for borrowed money shall be repaid, except as otherwise required pursuant to the terms of the applicable loan agreement, and no Material Contract shall be amended to increase the amount payable thereunder or otherwise to be materially more burdensome to CCI, in any such case to obtain any such consent, approval or authorization, without the prior written approval of CareSource.

(g) Cooperation. CareSource and Community Care agree to (and Community Care shall cause its Affiliates to) coordinate and cooperate with respect to each Required Approval and to promptly respond to any requests for information, inquiries or comment letters issued by any Governmental Authority in connection with a Required Approval and to promptly respond to any proposed undertakings or commitments sought by any Governmental Authority. Subject to such confidentiality restrictions as may be reasonably requested and applicable Laws relating to the exchange of information and the other terms and conditions of this Section 5.4, and without limiting the specific obligations set forth herein, each of CareSource and Community Care will use commercially reasonable efforts to: (i) promptly inform the other of any substantive communication from any Governmental Authority regarding the transactions contemplated hereby; and (ii) afford the other a commercially reasonable opportunity to review and reasonably comment on drafts of any notices, filings and applications filed or made in connection with the Required Approvals; provided, however, that any competitively-sensitive information shared among the Parties will be on an outside counsel-only basis. With the exception of the CMS Filing, CareSource, subject to good faith consultations with Community Care and good faith consideration of Community Care's views and comments, and the inclusion of Community Care at meetings with any Governmental Authority with respect to any substantive discussion related to the transactions contemplated hereby (unless otherwise requested by the Governmental Authority), shall take the lead in coordinating communications with any Governmental Authority and developing strategy for responding to any investigation or other inquiry by any Governmental Authority related to any Required Approval or any consent, approval, waiver or clearance by such Governmental Authority. With regard to the CMS Filing and the DHS Filings, Community Care, subject to good faith consultations with CareSource and good faith consideration of CareSource's views and comments, and the inclusion of CareSource at meetings with CMS and DHS with respect to any substantive discussion related to the transactions contemplated hereby (unless otherwise requested by CMS or DHS), shall take the lead in coordinating communications with CMS and DHS and developing strategy for responding to any investigation or other inquiry by CMS or DHS related to the CMS Filing or DHS Filings, respectively. Upon the terms and subject to the conditions hereof, and except as otherwise expressly provided in this Agreement, CareSource and Community Care shall use, and each shall cause its respective Affiliates to use, reasonable best efforts to, as promptly as practicable obtain from or provide to any Governmental Authority all consents, licenses, Permits, waivers, approvals, authorizations, declarations, filings and notifications or Orders required to be obtained or made by CareSource or Community Care or any of their respective Affiliates and Subsidiaries in connection with the Required Approvals. Notwithstanding anything contained in this Agreement to the contrary, CareSource shall not be obligated to agree to any arrangement that would (v) require CareSource, Community Care or any Affiliate of CareSource or Community Care to maintain a certain number of employees or minimum headcount in any jurisdiction or region, (w) require or involve the sale, disposition, or separate holding, through the establishment of a trust, or otherwise, of Community Care or any of its Affiliates or the assets, properties or business of Community Care or any of its Affiliates or of CareSource or any of its Affiliates, or the making of any debt, equity investment or capital contribution in any Community Care or any of its Affiliates or in CareSource or any of its Affiliates, (x) require or involve any material modification of the existing capital structure of Community Care or any of its Affiliates or of CareSource or any of its Affiliates, (y) involve any material requirement or restriction on the business of Community Care or any of its

Affiliates or of CareSource or any of its Affiliates, or (z) otherwise be reasonably likely to materially adversely impact the economic, Tax or business benefits reasonably expected to be derived by CareSource in connection with the transactions contemplated hereby, taken as a whole, had CareSource or Community Care or any of its Affiliates not been subject to any such arrangement (any such actions, restrictions, conditions, limitations or requirements, each a “Burdensome Term or Condition”). No Party shall be required to waive any condition precedent to comply with this Section 5.4(g).

5.5 Resignations. At or prior to the Closing, at the request of CareSource, Community Care shall deliver or cause to be delivered to CareSource duly signed resignations, effective as of the Closing, of the directors of each of Community Care and its Affiliates specified by CareSource at least five (5) Business Days prior to the Closing, or shall take such other action as is necessary to accomplish the removal of such persons from such positions.

5.6 Press Releases. Prior to Closing, the Parties shall mutually agree upon the timing and content for any announcement related to this Agreement or the transactions contemplated hereby. Community Care and CareSource each shall (a) consult with each other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated hereby, (b) provide to the other Party for review a copy of any such press release or public statement, and (c) not issue any such press release or make any such public statement prior to such consultation and review and the receipt of the prior consent of the other Party, unless required by applicable Law.

5.7 Community Care’s Board; Community Care’s Officers.

(a) Following the Closing, the Community Care Board of Directors shall be elected by CareSource.

(b) Following the Closing, Community Care’s leadership team shall have independence to run its business but shall be subject to CareSource’s oversight and control as sole member of Community Care.

5.8 Continued Employment of Community Care Employees. During the period beginning at Closing and ending on the first (1st) anniversary thereof, CareSource shall, and shall cause CCI to, (i) maintain the employment of each employee of Community Care on terms which are no less favorable than the terms of such employment immediately prior to Closing; provided that this clause (i) shall not apply in the event of a termination of any such employee for cause; (ii) ensure that each employee of Community Care will receive base compensation that is no less favorable than the base compensation provided to such employee immediately prior to Closing; (iii) ensure that each employee of Community Care will receive employee benefits that are no less favorable in the aggregate than those offered by Community Care as of the Closing; and (iv) make a good faith effort to offer such employees such other benefits, agreements and other employment related items that are substantially similar in the aggregate to those provided by CareSource to similarly situated employees of CareSource and its Affiliates. This Section 5.8 is not intended, and shall not be deemed, to confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, to create any agreement of employment with any Person or to otherwise create any third-party beneficiary hereto.

5.9 Consents. CCI shall give any required notices to third parties, and CCI will obtain any third party consents, in connection with the matters referred to in Section 3.7.

5.10 R&W Policy. The R&W Insurance Policy does not require CCI, Newco or any of their respective Affiliates to pay fees, premiums, costs and other expenses associated with the R&W Insurance Policy, except (a) CCI shall be responsible for CCI’s Portion of R&W Costs (as defined in Transaction

Expenses) and (b) the retention amount under the R&W Policy shall be allocated in part by the Indemnification Escrow Fund as contemplated in Article VII. CareSource shall, and shall cause its respective Affiliates not to (a) materially amend or waive any provision of the R&W Insurance Policy in a manner adverse to CCI or Newco without the CCI Representative's prior written consent, (b) cause the termination of the R&W Insurance Policy without the CCI Representative's prior written consent, or (c) waive, amend or modify any subrogation provision of the R&W Insurance Policy or otherwise waive, amend or modify any provision of the R&W Insurance Policy in a manner that would result in the increase or expansion of the ability or rights of the insured under the R&W Insurance Policy to bring a claim against, or otherwise seek recourse from, CCI or Newco.

5.11 Commitments. Subject to and following the Closing, the parties agree to the commitments set forth on Exhibit G.

ARTICLE VI

CONDITIONS TO CONSUMMATION OF THE AFFILIATION

6.1 Conditions to the Obligations of Community Care. The obligations of Community Care to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by Community Care of the following conditions on or before the Closing Date:

(a) Representations and Warranties. The representations and warranties set forth in Article IV shall be true and correct as of the date of this Agreement and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), except for any failure of such representations and warranties to be true and correct that has not had a material adverse effect on the ability of CareSource to consummate the transactions contemplated hereby.

(b) Performance of Covenants. CareSource shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement prior to the Closing.

(c) No Restraint. (i) No Law shall have been enacted and no Order shall have been issued by a court or Governmental Authority of competent jurisdiction after the date hereof that would prevent the consummation of the transactions contemplated hereby; and (ii) no Governmental Authority of competent jurisdiction shall have instituted any Proceeding (which remains pending at what would otherwise be the Closing Date) before any United States court or other Governmental Authority of competent jurisdiction seeking to enjoin, restrain or otherwise prohibit consummation of the transactions contemplated hereby; provided, however, for the avoidance of doubt, that by itself, a letter from the United States Federal Trade Commission or the Antitrust Division of the United States Department of Justice saying that its investigation into the transactions contemplated hereby remains ongoing following expiration of the HSR Act waiting period is not a pending Proceeding to enjoin or restrain the transactions contemplated hereby under this Section 6.1(c).

(d) Antitrust; Required Approvals. Any applicable waiting period (and any extension thereof) under any Antitrust Law relating to the transactions contemplated hereby shall have expired or been terminated and all other Required Approvals shall have been obtained and remain in full force and effect.

(e) Payment; Escrow Amounts.

(i) CareSource shall have delivered to Newco cash in an amount equal to the Closing Date Payment less (i) the Purchase Price Adjustment Escrow Amount; and (ii) the Indemnification Escrow Amount, by wire transfer of immediately available funds, to an account or accounts designated at least two Business Days prior to the Closing Date by Community Care in a written notice to CareSource.

(ii) CareSource shall have delivered to the Escrow Agent by wire transfer of immediately available funds the Indemnification Escrow Amount and the Purchase Price Adjustment Escrow Amount.

(f) Administrative Services Agreement. The Parties shall have executed the Administrative Services Agreement.

(g) Board Approval. Community Care shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of CareSource certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of CareSource authorizing the execution, delivery and performance of this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(h) Approvals. All approvals, consents and waivers that are listed on Schedule 6.1(h) hereto shall have been received, and executed counterparts thereof shall have been delivered to Community Care at or prior to the Closing.

6.2 Conditions to CareSource's Obligations. The obligation of CareSource to consummate the transactions contemplated hereby is subject to the satisfaction or waiver by CareSource of the following conditions on or before the Closing Date:

(a) Representations and Warranties. (i) each of the Fundamental Representations shall be true and correct in all material respects as of the Closing Date as if made anew as of such date (except to the extent any such Fundamental Representation expressly relates to an earlier date (in which case as of such earlier date)); and (ii) each of the representations and warranties of Community Care set forth in Article III (other than the Fundamental Representations), respectively, disregarding all qualifications contained therein relating to materiality or Material Adverse Effect will be true and correct as of the date of this Agreement and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), except for any failures of any such representation and warranty referred to in this clause (ii) to be true and correct that has not had, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants. Community Care shall have performed in all material respects all of the covenants and agreements required to be performed by Community Care under this Agreement prior to the Closing.

(c) No Restraint. (i) No Law shall have been enacted and no order shall have been issued by a court or Governmental Authority of competent jurisdiction after the date hereof that would prevent the consummation of the transactions contemplated hereby; and (ii) no Governmental Authority of competent jurisdiction shall have instituted any Proceeding (which remains pending at what would otherwise be the Closing Date) before any United States court or other Governmental Authority of competent jurisdiction seeking to enjoin, restrain or otherwise prohibit consummation of any of the transactions contemplated hereby; provided, however, for the avoidance of doubt, that by itself, a letter from the United States Federal Trade Commission or the Antitrust Division of the United States Department

of Justice saying that its investigation into the transactions contemplated hereby remains ongoing following expiration of the HSR Act waiting period is not a pending Proceeding to enjoin or restrain the transactions contemplated hereby under this Section 6.2(c).

(d) Antitrust; Required Approvals. Any applicable waiting period (and any extension thereof) under any Antitrust Law relating to the transactions contemplated hereby shall have expired or been terminated and all other Required Approvals shall have been obtained and remain in full force and effect without the imposition, individually or in the aggregate, of any Burdensome Term or Condition.

(e) Board Approval. CareSource shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Community Care certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Community Care authorizing the execution, delivery and performance of this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(f) Conversion; DHS Contract Assignment. Community Care shall have effectuated the Conversion and the DHS Contract Assignment.

(g) Amended and Restated Organizational Documents. The Board of Directors of Community Care has approved and adopted the Amended and Restated Organizational Documents to be effective upon Closing.

(h) Administrative Services Agreement. The Parties shall have executed the Administrative Services Agreement.

(i) No Material Adverse Effect. Since the date hereof, there shall not have occurred any event, fact, occurrence, circumstance, development, change or effect that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) Approvals. All approvals, consents and waivers that are listed on Schedule 6.2(j) hereto shall have been received, and executed counterparts thereof shall have been delivered to CareSource at or prior to the Closing.

(k) Employment Agreement. [REDACTED] shall have entered into employment agreements with CareSource or its applicable Subsidiary on mutually acceptable terms.

(l) R&W Insurance Policy. The R&W Insurance Policy shall have been issued.

(m) Joinder. Newco shall have executed a joinder to this Agreement.

ARTICLE VII

INDEMNIFICATION

7.1 Survival. Subject to the limitations and other provisions of this Agreement,

(a) The Fundamental Representations shall survive the Closing and shall remain in full force and effect until the expiration of the applicable statute of limitations; and

(b) All other representations and warranties contained in this Agreement shall survive the Closing and shall remain in full force and effect until the date that is twelve months from the Closing Date.

None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

7.2 Indemnification By Newco. Subject to the other terms and conditions of this Article VII, from and after Closing, Newco shall indemnify CareSource against, and shall hold CareSource harmless from and against, any and all Losses incurred or sustained by, or imposed upon, CareSource based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Community Care contained in this Agreement; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation of
 - (i) Community Care prior to Closing or
 - (ii) Newcopursuant to this Agreement; or
- (c) any pre-closing Indebtedness of CCI not fully accounted for in the final Closing Statement; or
- (d) any Transaction Expenses of CCI not fully accounted for in the final Closing Statement.
- (e) any matters set forth on Schedule 7.2(e) hereto.

7.3 Indemnification By CareSource. Subject to the other terms and conditions of this Article VII, from and after Closing, CareSource shall indemnify Newco against, and shall hold Newco harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Newco based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of CareSource contained in this Agreement; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation pursuant to this Agreement that by its terms is to be performed by CareSource after the Closing Date.

7.4 Certain Limitations. The party making a claim under this Article VII is referred to as the “Indemnified Party”, and the party against whom such claims are asserted under this Article VII is referred to as the “Indemnifying Party”. The indemnification provided for in Section 7.2 and Section 7.3 shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 7.2(a) or Section 7.3(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 7.2(a) or Section 7.3(a), as applicable, exceeds [REDACTED] (the “Deductible”), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 7.2(a) or Section 7.3(a), as the case may be, in excess of the Deductible shall be [REDACTED] (the “Indemnity Cap”).

(c) Payments by an Indemnifying Party pursuant to Section 7.2 or Section 7.3, as the case may be, in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party (or CCI, as applicable) in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(d) Payments by an Indemnifying Party pursuant to Section 7.2 or Section 7.3, as the case may be, in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(e) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(f) The limitations set forth in Section 7.4(a) and 7.4(b) shall not apply to the Carveouts.

(g) For purposes of this Article VII, any inaccuracy in or breach of any representation or warranty and any calculation of the amount of any Loss with respect thereto shall be determined without regard to any materiality, Material Adverse Effect (except for the first sentence of Section 3.10) or other similar qualification contained in or otherwise applicable to such representation or warranty.

(h) In no event shall Newco be liable for indemnification under this Agreement for any amounts in excess of the Cash Payment actually received by Newco.

7.5 Indemnification Procedures.

(a) If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “Third-Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by

giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 7.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 7.5(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. Community Care and CareSource shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as provided in this Section 7.5(b). If a firm offer is made to settle a Third-Party Claim without leading to Liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all Liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. During such 30-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to CCI's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the

Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

7.6 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VII, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such agreement or final adjudication by wire transfer of immediately available funds to an account designated by the Indemnified Party in writing. Any Losses payable to CareSource pursuant to this Article VII shall be satisfied: (i) first, from the Indemnification Escrow Fund, until exhausted; (ii) second, to the extent the amount of indemnifiable Losses exceeds the amounts available in the Indemnification Escrow Fund, from the R&W Insurance Policy, to the extent such Loss is covered by, and recovery is available under the R&W Insurance Policy, and (iii) third, to the extent the amount of indemnifiable Losses exceeds the amounts available in the Indemnification Escrow Fund and such Loss is not covered by, and recovery is not available under the R&W Insurance Policy (or exceeds policy limits), from Newco, subject to the limitations of this Article VII. Notwithstanding the foregoing or any other provisions herein, the Indemnification Escrow Fund and the R&W Insurance Policy shall be the sole and exclusive remedies of CareSource for Losses in excess of the Indemnity Cap incurred or sustained by, or imposed upon, CareSource based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any of the representations or warranties of Community Care contained in this Agreement that are not Fundamental Representations, except in the case of Fraud. If CareSource becomes entitled to any distribution of all or any portion of the Indemnification Escrow Fund pursuant to this Article VII, the Parties shall take all actions necessary under the Escrow Agreement (including the execution and delivery of joint written instructions to the Escrow Agent) to cause the Escrow Agent to release to CareSource the amounts to be paid from the Indemnification Escrow Fund to CareSource in accordance with this Agreement.

7.7 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Cash Payment for Tax purposes, unless otherwise required by Law.

7.8 Exclusive Remedies. Subject to and except for Section 1.4 and Section 9.1, the parties acknowledge and agree that from and after Closing their sole and exclusive remedy with respect to any and all claims (other than claims of Fraud against a party hereto committing Fraud) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VII. Notwithstanding anything to the contrary contained herein, no limitations (including any survival limitations or other limitations set forth in this Article VII), qualifications or procedures in this Agreement shall be deemed to limit or modify the ability of CareSource to make claims under or recover under the R&W Insurance Policy; it being understood that any matter for which there is coverage available under the R&W Insurance Policy shall be subject to the terms, conditions and limitations, if any, set forth in the R&W Insurance Policy.

ARTICLE VIII

TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Closing only as follows:

- (a) by mutual written consent of CareSource and Community Care;
- (b) by CareSource upon written notice to Community Care if there has been a breach of any covenant or agreement by, or inaccuracy of any representation or warranty of, Community Care set

forth in this Agreement, which would result in the failure of the conditions set forth in Section 6.2(a) or Section 6.2(b) to be satisfied (so long as CareSource has provided Community Care with written notice of such breach or inaccuracy and the breach or inaccuracy has continued without cure until thirty (30) days following the date of such notice of breach);

(c) by Community Care upon written notice to CareSource if there has been a breach of any covenant or agreement by, or inaccuracy of any representation or warranty of, CareSource set forth in this Agreement, which would result in the failure of the conditions set forth in Section 6.1(a) or 6.1(b) to be satisfied (so long as Community Care has provided CareSource with written notice of such breach or inaccuracy and the breach has continued without cure until thirty (30) days following the date of such notice of breach or inaccuracy);

(d) by either CareSource or Community Care upon written notice to the other Party if the transactions contemplated hereby have not been consummated by [REDACTED] (the “Termination Date”); provided, that (i) CareSource shall not be entitled to terminate this Agreement pursuant to this Section 8.1(d) if CareSource’s breach of this Agreement has prevented the consummation of the transactions contemplated hereby at or prior to such time and (ii) Community Care shall not be entitled to terminate this Agreement pursuant to this Section 8.1(d) if Community Care’s breach of this Agreement has prevented the consummation of the transactions contemplated hereby at or prior to such time; provided, further, that (1) if, as of the Termination Date, the waiting period applicable to the transactions contemplated hereby under the Antitrust Laws shall not have expired or otherwise been terminated, or the CMS Approval, the Form A Approval, or any other Required Approval from a Governmental Authority shall not have been obtained, but all of the other conditions to the Closing shall have been satisfied or shall be capable of being satisfied, CareSource or Community Care may, upon written notice to the other Party, extend the Termination Date to a date not later than [REDACTED] (the “Extension Date”), which date shall thereafter be deemed to be the Termination Date for purposes of this Agreement, and (2) if the Termination Date has been extended pursuant to Section 8.1(d)(1) and if, as of the Extension Date, the waiting period applicable to the transactions contemplated hereby under the Antitrust Laws shall not have expired or otherwise been terminated, or the CMS Approval, the Form A Approval, or any other Required Approval from a Governmental Authority shall not have been obtained, but all of the other conditions to the Closing shall have been satisfied or shall be capable of being satisfied, the Parties, may upon mutual agreement in writing, extend the Termination Date to such date as the Parties may agree, which date shall thereafter be deemed to be the Termination Date for purposes of this Agreement;

(e) by either CareSource or Community Care upon written notice to the other Party if any Order related to Antitrust Laws restraining, enjoining or otherwise prohibiting consummation of the Affiliation shall become final and non-appealable; or

(f) by either CareSource or Community Care upon written notice to the other Party if any Governmental Authority which must grant a Required Approval has denied approval of such Required Approval as herein contemplated, and such denial has become final and non-appealable or any Governmental Authority of competent jurisdiction shall have issued a final non-appealable order permanently enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

8.2 Effect of Termination. Except for the provisions of Section 5.6, this Section 8.2, Article IX and Article X, which shall survive any termination of this Agreement, upon the valid termination of this Agreement in accordance with Section 8.1, this Agreement shall thereafter become void and have no effect, and no Party shall have any liability to any other Party or its members, managers or directors or officers in respect thereof; provided, that nothing herein will relieve any Party from any liability for any willful breach of the provisions of this Agreement prior to such termination.

ARTICLE IX

MISCELLANEOUS

9.1 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Community Care shall take all actions required for any of its direct or indirect Subsidiaries to comply with the terms and conditions of this Agreement.

9.2 Construction and Interpretation. Unless the context otherwise requires, any reference in this Agreement to words imparting the singular number only include the plural and vice versa. References to Articles, Sections, Schedules, Exhibits, Sections of the CCI Disclosure Letter, Sections of the CareSource Disclosure Letter, the Preamble and Recitals are references to articles, sections, schedules, exhibits, disclosure letters, the preamble and recitals of this Agreement, and the descriptive headings of the several Articles and Sections of this Agreement, the CCI Disclosure Letter and the CareSource Disclosure Letter (as applicable) are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Schedules, Exhibits, the CCI Disclosure Letter and the CareSource Disclosure Letter are incorporated into and form an integral part of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by all of the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. Unless the context otherwise requires, any reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or such other agreement or document, as the case may be, as the same may have been, or may from time to time be, amended, varied, novated or supplemented. Unless the context otherwise requires, the words “hereby,” “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to the provision in which such words appear. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. Unless the context requires otherwise, the use of the terms “including” or “include” shall in all cases herein mean “including, without limitation,” or “include, but not limited to,” respectively. The word “or” is disjunctive but not necessarily exclusive. The phrase “to the extent” means “the degree by which” and not “if” for all purposes of this Agreement. References to “Dollars”, “dollars” or “\$”, without more are to the lawful currency of United States of America. References to any statute, rule, or regulation are to the statute, rule, or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and all references to any section of any statute, rule, or regulation include any successor to the section. References to any Governmental Authority or Law shall mean and include any successor or replacement Governmental Authority or Law, as the case may be, to the referenced one. The terms “furnished” or “made available” shall mean that the information referred to has been physically or electronically delivered to the relevant parties (including, in the case of “made available” to CareSource, material that has been posted, retained and thereby made available to CareSource and/or its Representatives through the virtual data room established by Community Care at least three (3) Business Days prior to the date hereof). All references to dates and times herein, except as otherwise specifically noted, shall refer to Milwaukee, Wisconsin time. References to “days” means calendar days unless Business Days are expressly specified. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

9.3 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given only (a) one Business Day after being delivered by hand, (b) five (5) Business Days after being mailed certified return receipt requested with postage paid, (c) one (1) Business Day after being couriered by overnight receipted courier service,

(d) if by electronic mail, on the day on which such electronic mail was sent, or (e) on the date of rejection or refusal of any attempted delivery by one of the preceding methods:

If to CareSource:

CareSource
230 North Main Street
Dayton, OH 45402
Attn: [REDACTED]
Email: [REDACTED]

With a copy (which shall not constitute notice) to:

Dickinson Wright PLLC
200 Ottawa Avenue NW, Suite 900
Grand Rapids, Michigan 49503
Attn.: John T. Schuring
Email: jschuring@dickinsonwright.com

If to Community Care or CCI Representative:

Community Care, Inc.
205 Bishops Way
Brookfield, WI 53005
Attn.: [REDACTED]
Email: [REDACTED]

With a copy (which shall not constitute notice) to:

Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53233
Attn.: Bruce G. Arnold; Remy P. Fesquet
Email: bruce.arnold@huschblackwell.com;
remy.fesquet@huschblackwell.com

9.4 Amendment and Waiver.

(a) This Agreement may not be amended, altered or modified except by a written instrument executed by CareSource and Community Care. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver or estoppel with respect to any subsequent or other failure.

9.5 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by either of the Parties without the prior written consent of the other Party, any attempted assignment without such prior written

consent shall be void; provided, that CareSource may assign its rights under this Agreement to any Affiliate of CareSource without the prior written consent of Community Care.

9.6 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin; provided, however, that the conflicts of law principles of the State of Wisconsin shall not apply to the extent that they would operate to apply the laws of another state.

9.7 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.7.

9.8 Exclusive Jurisdiction and Venue. WITHOUT LIMITING ANY PARTY FROM ENFORCING ANY JUDGMENT OR SEEKING SPECIFIC PERFORMANCE AS AN INTERIM MEASURE IN ANY APPROPRIATE JURISDICTION AND VENUE, EACH OF THE PARTIES IRREVOCABLY AGREES THAT ANY PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT BETWEEN OR AMONG SUCH PARTIES, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE FEDERAL COURTS LOCATED IN MILWAUKEE COUNTY, WISCONSIN (UNLESS SUCH COURT SHALL DECLINE TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, IN WHICH CASE, IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF WISCONSIN). EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.9 No Presumption Against Drafter. Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

9.10 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

9.11 Expenses. Each Party agrees to pay its own expenses incurred in connection with the Affiliation and the other transactions contemplated hereby.

9.12 Entire Agreement. This Agreement, together with the schedules and exhibits referred to herein, contains the complete agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

9.13 Counterparts. This Agreement 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 Agreement, binding on all of the Parties. This Agreement shall become effective when each Party shall have signed this Agreement or a counterpart of this instrument. Any counterpart may be executed and transmitted by facsimile, portable document format (.pdf) signature, or electronic signature (e.g., DocuSign or similar). Such facsimile, .pdf signature, or electronic signature shall be deemed an original upon transmission.

9.14 Protection of Charitable Purpose.

(a) **CareSource Charitable Purpose.** Each Party acknowledges and agrees that the transactions contemplated by this Agreement are intended to support the CareSource Charitable Purpose. No provision of this Agreement shall be construed to require CareSource to take any action that causes CareSource to violate any legal requirements applicable to CareSource as a nonprofit corporation or as a Section 501(c)(3) Organization, or otherwise take any action that is inconsistent with CareSource's Charitable Status or Exempt Status. In the event that CareSource believes in good faith that any action required of CareSource to implement the terms of this Agreement may expose CareSource or any Subsidiary of CareSource to a material risk of loss, or material impairment, of its or its Subsidiary's Charitable Status or Exempt Status (a "**Status Impairment**"), CareSource shall promptly provide written notice of such belief to Community Care (an "**Impairment Notice**"). An Impairment Notice shall be accompanied by either a legal opinion supporting CareSource's belief of a Status Impairment from a national law firm with expertise in tax law, or a notification from the IRS that indicates that the Exempt Status of CareSource or a Subsidiary of CareSource may be at risk of material impairment or revocation as a result of such Status Impairment. In the context of an actual or threatened Status Impairment and the provision of an Impairment Notice, CareSource shall not be required to take any action described in the Impairment Notice as creating a Status Impairment, and the Parties shall negotiate reasonably and in good faith to amend this Agreement, or enter into any new agreement, to effect the original intent and agreement of the Parties but on terms that would not give rise to a Status Impairment.

(b) **Newco Charitable Purpose.** Each Party acknowledges and agrees that the transactions contemplated by this Agreement are also intended to support/benefit Newco. No provision of this Agreement shall be construed to require Newco to take any action that causes Newco to violate any legal requirements applicable to Newco as a nonprofit corporation or as a Section 501(c)(3) Organization, or otherwise take any action that is inconsistent with Newco's Charitable Status or Exempt Status.

9.15 CCI Representative.

(a) By virtue of their execution of this Agreement, Community Care designates and appoints Kenneth Munson (the "**CCI Representative**") as Community Care's and Newco's agent and attorney-in-fact with full power and authority to (i) act for and on behalf of Newco to give and receive notices and communications, (ii) accept service of process on behalf of Newco, (iii) authorize and agree to adjustments to the Cash Payment pursuant to the terms of this Agreement, (iv) agree to, negotiate, enter into settlements and compromises of, and comply with judgments of courts or other Governmental Authorities and awards of arbitrators with respect to any claims by CareSource arising from or relating to this Agreement or the transactions contemplated by this Agreement and (v) take all actions that are either (A) necessary or appropriate in the judgment of the CCI Representative for the accomplishment of the foregoing or (B) specifically mandated by the terms of this Agreement. Notices or communications to or from the CCI Representative constitute notice to Newco for all purposes under this Agreement.

(b) In the event of the death or incapacity of the CCI Representative, a successor CCI Representative will be elected promptly by Newco and Newco will so notify CareSource. Each successor CCI Representative will have all of the power, authority, rights and privileges conferred by this Agreement

upon the original CCI Representative, and the term “CCI Representative” as used in this Agreement includes any successor CCI Representative.

(c) A decision, act, instruction or consent of the CCI Representative constitutes a decision, act, instruction or consent of Newco and is final, binding and conclusive upon Newco, and CareSource may rely upon any such decision, act, instruction or consent of the CCI Representative as being the decision, act, instruction or consent of Newco. CareerSource is hereby relieved from any liability to any Person for any acts done or omissions by CareerSource in accordance with such decision, act, instruction or consent of the CCI Representative. Without limiting the generality of the foregoing, CareerSource is entitled to rely, without inquiry, upon any document delivered by the CCI Representative as being genuine and correct and having been duly signed or sent by the CCI Representative.

(d) This appointment and grant of power and authority by Community Care (on its behalf and on behalf of Newco) to the CCI Representative pursuant to this Section 9.15 is coupled with an interest, is in consideration of the mutual covenants made in this Agreement, is irrevocable and may not be terminated by the act of Community Care, Newco, or by operation of Law.

9.16 Waiver of Conflicts, Privilege.

(a) Each of the Parties acknowledges and agrees that Husch Blackwell LLP (“HB”) has acted as counsel to CCI in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby.

(b) CareerSource, on behalf of itself and its Affiliates, hereby consents and agrees to HB representing Community Care, CCHP, and Newco after the Closing, including with respect to disputes in which the interests of Community Care, CCHP, or Newco may be directly adverse to CareerSource or its Affiliates. The parties acknowledge and agree that HB may represent Community Care, CCHP, and Newco following the Closing in connection with any matter arising out of or related to the transactions contemplated by this Agreement and/or any related agreements.

(c) In connection with the foregoing, CareerSource, on behalf of itself and its Affiliates, hereby irrevocably waives and agrees not to assert, and agrees to cause Community Care, CCHP, and Newco, to irrevocably waive and not to assert, any conflict of interest arising from or in connection with HB’s prior representation of Community Care or CCHP in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby.

(d) CareerSource, on behalf of itself and its Affiliates, further agrees that all communications in any form or format whatsoever between or among any of HB, Community Care, CCHP, Newco, or any of their respective directors, officers, employees or other representatives that relate in any way to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement that are attorney-client privileged (the “Privileged Deal Communications”) shall remain privileged after the Closing. The expectation of client confidence relating thereto shall belong solely to any director or officer of Community Care, CCHP, and Newco. Notwithstanding the foregoing, in the event that a dispute arises between CareerSource or CCI, on the one hand, and a third party other than the CCI Representative, on the other hand, then CareerSource or CCI may assert the attorney-client privilege to prevent the disclosure of the Privileged Deal Communications to such third party; provided, that, none of CareerSource or CCI may waive such privilege without the prior written consent of the CCI Representative on behalf of CCI. In the event that CareerSource or CCI is legally required by Order or otherwise to access or obtain a copy of all or a portion of the Privileged Deal Communications, CareerSource shall immediately (and, in any event, within five (5) Business Days) notify the CCI Representative in writing (including by making specific reference to this Section 9.16) so that the CCI

Representative can seek a protective order and CareSource agrees to use all commercially reasonable efforts to assist therewith.

ARTICLE X

DEFINITIONS

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Adjustment Deficit” has the meaning set forth in Section 1.4(d)(i).

“Administrative Services Agreement” has the meaning set forth in the Recitals.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Affiliation” has the meaning set forth in the Recitals.

“Agreement” has the meaning set forth in the Preamble.

“Antitrust Filings” has the meaning set forth in Section 5.4(b).

“Antitrust Law” means the Sherman Act, 15 U.S.C. §§ 1-7, as amended; the Clayton Act, 15 U.S.C. §§ 12-27, 29 U.S.C. §§ 52-53, as amended; the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, as amended; and all other federal, state and foreign Laws, Orders, administrative and judicial doctrines, and other Laws that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade.

“Audited Financial Statements” has the meaning set forth in Section 3.8(a).

“Balance Sheet Date” has the meaning set forth in Section 3.8(a).

“Burdensome Term or Condition” has the meaning set forth in Section 5.4(g).

“Business Day” means any day other than a Saturday or Sunday or any other day on which commercial banks in the State of Wisconsin are authorized or required by Law to close.

“CareSource” has the meaning set forth in the Preamble.

“CareSource Charitable Purpose” means the principal mission arranging for, coordinating the provision of, and enhancing the quality and accessibility of health care services to the general public through a network of Subsidiary health care plans principally benefitting low-income individuals and individuals eligible for participation under Health Care Programs.

“CareSource Disclosure Letter” means the disclosure letter delivered concurrently with the execution of this Agreement by CareSource to Community Care.

“Carveouts” means (i) any inaccuracy in or breaches of the Fundamental Representations, (ii) any matters set forth on Schedule 7.2(e), (iii) Fraud, and (iv) breaches of any covenants set forth in this Agreement.

“Cash Payment” has the meaning set forth in Section 1.3.

“CCHP” has the meaning set forth in the Recitals.

“CCI” has the meaning set forth in the Recitals.

“CCI Assets” has the meaning set forth in Section 3.7.

“CCI Benefit Plans” has the meaning set forth in Section 3.13(a).

“CCI Disclosure Letter” means the disclosure letter delivered concurrently with the execution of this Agreement by Community Care to CareSource.

“CCI Permits” has the meaning set forth in Section 3.19(a).

“Closing Working Capital” shall equal the amount calculated as “Equity” on the consolidated balance sheet of CCI, calculated as of immediately after the Closing, consistent with the calculation set forth on Schedule 1.4, expressed as a positive number.

“Community Care” has the meaning set forth in the Preamble.

“Charitable Status” means status as a nonprofit corporation under applicable Law.

“Closing” has the meaning set forth in Section 2.1.

“Closing Date” has the meaning set forth in Section 2.1.

“Closing Date Payment” has the meaning set forth in Section 1.4(a).

“Closing Statement” has the meaning set forth in Section 1.4(b)(i).

“CMS” means the Centers for Medicare and Medicaid Services, or any successor agency.

“CMS Approval” means providing at least 60 days’ notice prior to closing of a change in organizational structure under 42 C.F.R. § 460.60(d).

“CMS Filing” has the meaning set forth in Section 5.4(a).

“Code” means the Internal Revenue Code of 1986, as amended.

“Computer Systems” means any and all Software, (including firmware), computer hardware (whether general or special purpose), electronic data processing and storage systems and platforms, information technology, information systems, record keeping systems, communications systems, telecommunications systems, networks, network equipment, interfaces, platforms, servers, peripherals, computer systems, and information contained therein or transmitted thereby.

“Contracts” means any contract, sub-contract, agreement, indenture, note, bond, deed, guaranty, loan, lease, sublease, conditional sales contract, mortgage, license, sublicense, franchise, permit, letter of

intent, joint venture, option, warranty, purchase or sale order, statement of work, insurance policy, obligation, promise, undertaking, commitment or other binding arrangement or undertaking (in each case, whether written or oral), together with all amendments or supplements thereto.

“Conversion” means the conversion of Community Care from a directorship-based Wisconsin nonprofit corporation exempt from federal income taxation as described in Section 501(c)(3) of the Code to a membership-based Wisconsin nonprofit corporation exempt from federal income taxation as described in Section 501(c)(3) of the Code.

“Copyrights” has the meaning set forth in the definition of “Intellectual Property”.

“Deductible” has the meaning set forth in Section 7.4(a).

“DHS” means the Wisconsin Department of Health Services.

“DHS Contracts” means those certain Contracts between DHS (or a division of DHS) on the one hand, and Community Care or CCHP on the other hand, and set forth in Schedule 3.2(f).

“Direct Claim” has the meaning set forth in Section 7.5(c).

“Disputed Amounts” has the meaning set forth in Section 1.4(c)(iii).

“Dollars” has the meaning set forth in Section 9.2.

“Environmental Law” has the meaning set forth in Section 3.15.

“ERISA” has the meaning set forth in Section 3.13(a).

“ERISA Affiliate” has the meaning set forth in Section 3.13(c).

“Escrow Agent” means UMB Bank.

“Escrow Agreement” means the Escrow Agreement to be entered into by the Parties and Escrow Agent at the Closing, substantially in the form of Exhibit D.

“Estimated Closing Statement” has the meaning set forth in Section 1.4(a)(ii).

“Estimated Closing Working Capital” has the meaning set forth in Section 1.4(a)(ii).

“Event” has the meaning set forth in the definition of “Material Adverse Effect”.

“Exempt Status” means status as an entity exempt from federal income taxation as an organization described in Code Section 501(c)(3).

“Extension Date” has the meaning set forth in Section 8.1(d).

“FCP” has the meaning set forth in the Recitals.

“Financial Statements” has the meaning set forth in Section 3.8(a).

“Form A Filing” has the meaning set forth in Section 5.4(c).

“Fraud” shall mean with respect to a party, common law fraud involving an actual and intentional misrepresentation of a material existing fact with respect to any representation or warranty in this Agreement, made by such party with actual knowledge of its falsity and made for the purpose of inducing the other party to act, and upon which the other party justifiably relies with resulting Losses.

“Fundamental Representations” means the representations and warranties set forth in the Section 3.1, Section 3.2, Section 3.4, Section 3.5, Section 3.7 (solely with respect to Organizational Documents), Section 3.13, Section 3.20, and Section 3.27.

“GAAP” means the generally accepted accounting principles of the United States of America consistently applied, as in effect from time to time.

“Governmental Authority” means (i) any federal, state, local, municipal, foreign or international government or governmental authority, quasi-governmental entity of any kind, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private) or any body or subdivision exercising or entitled to exercise any administrative, executive, judicial, quasi-judicial, legislative, police, regulatory, or taxing authority or power of any nature, (ii) any self-regulatory organization or (iii) any political subdivision of any of the foregoing.

“Hazardous Substances” means (i) any substance, material or waste that is listed, classified or regulated under any Environmental Law, (ii) any petroleum product or by-product, asbestos or asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive material, urea formaldehyde, medical waste, per- and polyfluoroalkyl or related substances or radon or (iii) any other substance, material or waste that is or may become the subject of regulatory action, or for which liability or standards of conduct may be imposed, under any Environmental Law.

“Health Care Law Filings” has the meaning set forth in Section 3.23(d). “Health Care Laws” means all Laws pertaining to health care legal or regulatory matters applicable to Community Care and its Affiliates, including, to the extent applicable, but not limited to, all Laws relating to: (i) the licensure, certification, qualification or authority to transact business in connection with, or the operation of business in connection with, the provision of, payment for, or arrangement of, health care services, health benefits or health insurance, including Laws that regulate Providers, Provider networks, medical centers or clinics, pharmacy services (including operating pharmacies, and the sale, distribution and delivery/transportation of controlled substances or prescription drugs), managed care, third-party payors and Persons bearing the financial risk for the provision or arrangement of health care services and, without limiting the generality of the foregoing, the Laws relating to the Medicare and Medicaid programs; (ii) the offer, solicitation, receipt or acceptance of improper inducements or incentives involving Persons operating in the health care industry, including Laws prohibiting or regulating fraud and abuse, patient referrals or Provider incentives generally, and including the following statutes: the Federal anti-kickback law (42 U.S.C. § 1320a-7b(b)), the Federal physician self-referral law (42 U.S.C. § 1395nn), the Federal False Claims Act (31 U.S.C. §§ 3729, et seq.), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.) and any similar state laws; (iii) the administration of health care claims or benefits for, or processing or payment for, health care services, treatment or supplies furnished by Providers, including such administration and processing or payment activities conducted by third-party administrators, utilization review agents and Persons performing quality assurance, credentialing or coordination of benefits; (iv) billings to insurance companies, health maintenance organizations and other managed care plans or Health Care Programs or otherwise related to insurance fraud; (v) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; (vi) the Health Insurance Portability and Accountability Act of 1996, as amended; (vii) any state or federal Laws governing the privacy, security, integrity, accuracy, transmission, breach notification, storage or other protection of

information about or belonging to actual or prospective members or patients treated by their Providers, including the Privacy Laws; (viii) any state insurance, health maintenance organization or managed care Laws (including Laws relating to the Medicare and Medicaid programs) applicable to Community Care or its Affiliates; (ix) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003; (x) the Medicare Improvements for Patients and Providers Act of 2008; (xi) ERISA; (xii) the Patient Protection and Affordable Care Act (Pub. L. 111–148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111–152), and (xiii) the Medicare Shared Savings Program, 42 U.S.C. § 1395jjj, and the Next Generation ACO Model or any other Model of the Center for Medicare and Medicaid Innovation established pursuant to 42 U.S.C. § 1315a.

“Health Care Program” means any health care program (as such term is defined in Section 1128B of the Social Security Act (42 U.S.C. §1320a-7b(f)) and 42 C.F.R. §1001.2), the Medicare Shared Savings Program (42 U.S.C. § 1395jjj) and the regulations applicable thereto, and the Next Generation ACO Model, (42 U.S.C. § 1315a and the regulations applicable thereto), and any other health program, whether of a Governmental Authority, commercial plan, employer-sponsored plan, or private plan that provides health benefits directly, through insurance, or otherwise.

“Impairment Notice” has the meaning set forth in Section 9.14.

“Indemnification Escrow Amount” means [REDACTED]

“Indemnification Escrow Fund” has the meaning set forth in Section 2.3(f).

“Indemnified Party” has the meaning set forth in Section 7.4.

“Indemnifying Party” has the meaning set forth in Section 7.4.

“Indemnity Cap” has the meaning set forth in Section 7.4(b)

“Independent Accountant” has the meaning set forth in Section 1.4(c)(iii).

“Indebtedness” means the unpaid principal amount of, and accrued or unpaid interest on, (i) all indebtedness or incurred in substitution or exchange for indebtedness for borrowed money by CCI, (ii) indebtedness evidenced by any notes, bonds, debentures, mortgages or other debt securities, debt instrument or similar instruments, (iii) indebtedness secured by a Lien on assets or properties of such Person, (iv) obligations or commitments to repay deposits or other amounts advanced by and owing to third Persons, (v) indebtedness for the deferred Cash Payment of property, securities, assets or services, as obligor or otherwise, including all earn-out payments whether or not matured, seller notes and other similar payments (whether contingent or otherwise) (other than trade payables incurred in the Ordinary Course of Business), (iv) any obligations of CCI owed under leases that are recorded as capital or finance leases in the Financial Statements or required by GAAP to be characterized as capital or financial leases, (v) any payment obligations under any commodity, swap, derivative, currency, interest rate, call, hedge, or similar agreement, (vi) to the extent drawn upon, obligations in respect of performance bonds, letters of credit, bankers’ acceptances or similar interests, (vii) any deferred compensation obligations that are owed or that are not cancelable by unilateral action of any CCI and may become owing under agreements or arrangements existing as of the Closing, (viii) any deferred rent obligations, (ix) all indebtedness for the deferred Cash Payment or property or services, (x) any obligations of any kind referred to in clauses (i) to (ix) above guaranteed or secured, directly or indirectly, in any manner by CCI, (xi) for current unpaid income Taxes of CCI that have been properly accrued in accordance with GAAP or that are otherwise due and payable, but that remain unpaid as of immediately prior to the Closing and (xii) all principal, interest,

premiums, penalties, pre-payment penalties, fees, costs, expenses, indemnities, and breakage costs to the extent associated with any of the foregoing.

“Insurance Policies” has the meaning set forth in Section 3.21.

“Intellectual Property” means any and all intellectual or industrial property and rights, title and interests therein and thereto in any jurisdiction throughout the world, including: (i) patents, patent applications and statutory invention registrations, and inventions and all improvements thereto (whether or not patentable or reduced to practice) and all reissues, continuations, continuations-in part, revisions, divisional, substitutions, provisionals, renewals, extensions, and reexaminations in connection therewith (collectively, “Patents”); (ii) pending or registered trademarks, service marks, trade dress, corporate or trade names, designs, logos, slogans and other indicia of source, and all registrations, applications, and renewals in connection therewith (together with the goodwill associated therewith) (collectively, “Trademarks”); (iii) domain names, uniform resource locators, social media usernames, accounts, identifiers and handles; (iv) registered and unregistered copyrights, mask works, and all works of authorship (whether or not copyrightable), and all registrations, applications, and renewals in connection therewith (collectively, “Copyrights”); (v) trade secrets, know-how, technologies, databases, processes, techniques, protocols, methods, improvements, formulas, algorithms, technical information, proprietary information, customer and supplier lists, pricing and cost information, business and marketing plans, invention disclosures and confidential information (collectively, “Trade Secrets”); (vi) rights in Software and related technology; (vii) moral and economic rights; (viii) rights of privacy and publicity and in social media usernames, accounts, and handles; (ix) all other forms of intellectual property recognized under applicable Law; and (x) all rights relating to any of the foregoing, including all causes of action, judgments, settlements, claims and demands related thereto, and rights to prosecute and recover damages for any past, present or future infringements, dilutions, misappropriations and other violations thereof.

“Interim Financial Statements” has the meaning set forth in Section 3.8(a).

“IRS” means the United States Internal Revenue Service.

“IT Systems” means all Software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by CCI.

“Knowledge” means (i) in the case of CCI or Community Care, the actual knowledge of [REDACTED] and [REDACTED] after such reasonable inquiry as such individuals would normally conduct in the ordinary course of their duties to Community Care, and (ii) in the case of CareSource, the actual knowledge of [REDACTED] in each case after such reasonable inquiry as such individuals would normally conduct in the ordinary course of their duties to CareSource.

“Law” means any federal, state, local, municipal, foreign or other law, statute, regulation, code, ordinance, rule, constitution, treaty, convention, principle of common law, edict, ruling, requirement or ordinance issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority, and any Orders.

“Leased Real Property” has the meaning set forth in Section 3.16(b).

“Liabilities” means any and all Indebtedness, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, including any liabilities for Taxes.

“Liens” means any mortgages, deeds of trust, hypothecations, charges, licenses, liens, pledges, security interests, claims, options, rights of first offer or refusal, easements, encumbrances, leases, preemptive rights, grants, charges or other encumbrances or title defects in respect of any property or asset.

“Look-Back Date” means January 1, 2021.

“Losses” means losses, damages, Liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive or exemplary damages, except to the extent actually awarded to a Governmental Authority or other third party.

“Material Adverse Effect” means any event, fact, change, occurrence, action, omission, development or effect (collectively, “Events”) that, individually or in the aggregate, has had or would reasonably be expected to have a material and adverse effect upon (a) the business, assets, operations, condition (financial or otherwise) or operating results of CCI, or (b) the ability of Community Care to perform its obligations under this Agreement or consummate the transactions contemplated hereby; provided, that, for the purposes of clause (a) only, none of the following shall in and of itself constitute, and no Event resulting solely from any of the following shall constitute, a Material Adverse Effect: (i) changes in general business, industry or economic conditions related to the business of CCI or the industry in which CCI operates; (ii) national or international political or social conditions, including the engagement by the United States or any other country or group in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country, or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or any other country or group; (iii) changes in GAAP or interpretations thereof occurring after the date hereof, (iv) changes in Law occurring after the date hereof; (v) the taking of an action expressly contemplated by this Agreement; (vi) changes affecting capital market conditions in the United States or any other country; (vii) any “act of God,” including, but not limited to, weather, natural disasters, earthquakes, epidemics, pandemics or disease outbreaks (including COVID-19); (viii) the announcement of the execution of this Agreement or the transactions contemplated hereunder or the pendency thereof; or (ix) the failure of CCI to meet or achieve the results set forth in any internal projection or forecast; provided, that this clause (ix) shall not prevent a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect). Notwithstanding the foregoing, if any matter described in clauses (i), (ii), (iii), (iv), (vi) and (vii) of this paragraph has or would reasonably be expected to have a disproportionate effect on the businesses, assets, operations, condition (financial or otherwise) or operating results of CCI, relative to other participants in the industry, markets or geographical areas in which CCI conducts its business, then the impact of such matter shall be taken into account for the purposes of determining whether a Material Adverse Effect has occurred.

“Material Contracts” has the meaning set forth in Section 3.12.

“Minimum RBC Amount” means an amount equal to 400% of CCI’s authorized control level risk-based capital, calculated as of immediately after the Closing and the consummation of the transactions contemplated by this Agreement, and in accordance with SAP and the Risk Based Capital formula for health insurance organizations as prescribed by the NAIC and adopted by OCI.

“Monthly Financial Statements” has the meaning set forth in Section 5.2(b).

“Network Adequacy Standards” means the standards that DHS imposes upon managed care organizations to maintain a network of providers sufficient to meet the needs of all Medicaid members enrolled with the managed care organization.

“Nondisclosure Agreement” means that certain Mutual Confidentiality and Nondisclosure Agreement by and between Community Care, and CareSource, dated as of October 23, 2023.

“OCI” means the Wisconsin Office of the Commissioner of Insurance.

“Order” means any orders, decisions, judgments, writs, injunctions, decrees, awards, rulings, verdicts, sentences, stipulations, determinations, settlement agreements, deferred prosecution agreements, corporate integrity agreements, binding agreements, or assessments issued, promulgated, made, rendered or entered or otherwise put into effect by, with or under the authority of any Governmental Authority (including any judicial or administrative interpretations, guidance, directives, policy statements or opinions with respect thereto).

“Ordinary Course of Business” means, with respect to any Person, the ordinary course of the operations of such Person that is consistent with the past practices of such Person.

“Organizational Documents” means, with respect to any Person that is an entity, whether or not written, such Person’s organizational documents, including the certificate of organization, incorporation or partnership, bylaws, operating agreement or partnership agreement, joint venture and trust agreements, and any similar governing documents of any such Person and any amendment to any of the foregoing.

“Owned Intellectual Property” means any and all Intellectual Property that is owned (or purported to be owned), in whole or in part, by CCI, and includes all Software.

“Owned Real Property” has the meaning set forth in Section 3.16(a).

“PACE” has the meaning set forth in the Recitals.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Patents” has the meaning set forth in the definition of “Intellectual Property”.

“Permits” has the meaning set forth in Section 3.19(a).

“Permitted Liens” means (i) such non-monetary Liens or other imperfections of title, if any, that do not impair in any material respect the current use of the applicable asset, including (A) easements, overlaps, encroachments and any matters of record that, individually or in the aggregate, do not impair in any material respect the use or occupancy of the Real Property and (B) title to any portion of the premises lying within the right of way or boundary of any public road or private road, (ii) Liens imposed or promulgated by Laws with respect to real property and improvements, including zoning regulations, in each case that, individually or in the aggregate, do not interfere in any material respect with or otherwise or impair in any material respect the use or occupancy of title of the real property subject thereto, (iii) non-monetary Liens disclosed on existing title insurance policies, title reports or existing surveys which have (together with all documents creating or evidencing such Liens) been delivered to CareSource and which do not or would not materially impair the use or occupancy of such Real Property in the operation of the business of CCI conducted therein, (iv) mechanics’, carriers’, workmen’s, repairmen’s and similar Liens

incurred in the Ordinary Course of Business for amounts not yet due and payable or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established and are being maintained in accordance with GAAP, (v) in the case of Leased Real Property, any Lien to which the fee or any other interest of the landlord in the Leased Real Property is subject, (vi) end user agreements that grant non-exclusive licenses of Software to end users in the Ordinary Course of Business on terms in all material respects the same as the form end user Contracts that have been previously provided to CareSource, (vii) restrictions on transfer under applicable securities Laws, and (viii) Liens set forth on Schedule 10.1 hereto.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Authority.

“Post-Closing Adjustment” has the meaning set forth in Section 1.4(b)(ii).

“Pre-Closing Tax Period” has the meaning set forth in Section 3.20(b).

“Privacy Laws” means all applicable Laws pertaining to data protection, data privacy, data security, data breach notification, and cross-border data transfer, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended; the Health Information Technology Standards, Implementation Specifications, and Certification Criteria and Certification Programs for Health Information Technology, 45 C.F.R. Part 170; the 21st Century Cures Act and the information blocking regulations thereunder at 45 C.F.R. Part 171; the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq.; the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22; the Stored Communications Act, 18 U.S.C. §§ 2701-12, et seq.; U.S. state and federal Laws that prohibit unfair or deceptive acts and practices, such as the Federal Trade Commission Act, 15 U.S.C. § 45, et seq.; and all other Laws and binding regulations relating to data protection, information security, cybercrime, cybersecurity incident notification, social security number protection, outbound communications and/or electronic marketing, use of electronic data and privacy matters (including online privacy) in any applicable jurisdictions.

“Proceeding” means any claim, action, suit, charge, complaint, demand, petition, litigation, arbitration or mediation, inquiry, investigation, audit, proceeding, prosecution or hearing (including any civil, criminal, administrative, or appellate proceeding, at Law or in equity, public or private).

“Provider” means all physicians, physician or medical groups, independent practice associations, preferred provider organizations, exclusive provider organizations, specialist physicians, dentists, optometrists, audiologists, pharmacies and pharmacists, radiologists or radiology centers, laboratories, mental health professionals, chiropractors, physical therapists, nurses, nurse practitioners, physician’s assistants, any hospitals, skilled nursing facilities, extended care facilities, community health centers, surgicenters, accountable care organizations, other health care or services facilities, durable medical equipment suppliers, opticians, home health agencies, alcoholism or drug abuse centers and any other specialty, ancillary or allied medical, health or wellness professional, facility or supplier that furnishes health care items or services.

“Provider Network” means all providers contracted with CCI to provide services under a Material Contract.

“Purchase Price Adjustment Escrow Amount” means [REDACTED].

“Purchase Price Adjustment Escrow Fund” has the meaning set forth in Section 2.3(f)(i).

“Real Property” means the Owned Real Property and the Leased Real Property.

“Real Property Leases” has the meaning set forth in Section 3.16(b).

“Representatives” means, with respect to any Person, any director, officer, manager, member, partner (whether limited or general), principal, attorney, employee, agent, advisor, consultant, accountant, or any other Person acting in a representative capacity for such Person.

“Required Approvals” has the meaning set forth in Section 3.6.

“Resolution Period” has the meaning set forth in Section 1.4(c)(ii).

“Review Period” has the meaning set forth in Section 1.4(c)(i).

“R&W Insurance Policy” means the representation and warranty insurance policy, to be bound at Closing, a draft of which is attached hereto as Exhibit F.

“SAP” means statutory accounting principles as set forth by the NAIC as applied by the appropriate insurance Governmental Authorities of the jurisdiction in which the relevant entity is domiciled or commercially domiciled.

“SAP Statements” has the meaning set forth in Section 3.22(a).

“Security Audit” has the meaning set forth in Section 5.2(a).

“Security Auditor” has the meaning set forth in Section 5.2(a).

“Software” means any and all computer software (in object code, source code, firmware or other format) and databases, and related documentation and materials, including (a) software, compilers, middleware, tools, firmware, operating systems and specifications, platforms, algorithms, heuristics, interfaces, APIs, modules, test specifications and scripts, source code and object code, (b) databases and other data collections, and (c) all versions, updates, releases, patches, corrections, enhancements and modifications thereto and all documentation, developer notes, instructions, comments and annotations related to any of the foregoing; including all cloud and Software-as-a-Service based offerings.

“Statement of Objections” has the meaning set forth in Section 1.4(c)(ii).

“Status Impairment” has the meaning set forth in Section 9.14.

“Statutory Statements” has the meaning set forth in Section 3.8(b).

“Subsidiary” means, with respect to any Person, any partnership, limited liability company, corporation or other business entity of which (i) if a corporation, a majority of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company or other business entity, a majority of the partnership, limited liability company or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company or other business entity if such Person or Persons shall be allocated

a majority of partnership, limited liability company or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, limited liability company or other business entity.

“Target Working Capital” means the greater of [REDACTED] or the [REDACTED].

“Tax” or “Taxes” means any and all federal, state, local or non-U.S. taxes, levies, fees, imposts, duties, and other similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto), whether payable directly or by withholding, whether or not requiring the filing of a Tax Return, whether disputed or not, and however denominated, including (i) taxes imposed on, or measured by, income, franchise, profits or gross receipts and (ii) ad valorem, alternative or add-on minimum, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, withholding, employment, social security (or similar), unemployment compensation, utility, severance, production, excise, stamp, occupation, disability, premium, windfall profits, transfer and gains taxes, escheat, unclaimed property, environmental, and customs duties.

“Tax Returns” means any and all reports, returns, declarations, claims for refund, elections, disclosures, forms, estimates, information reports or returns or statements, including any other documents or amendments thereto, relating to the determination, assessment or collection of any Tax, filed or required to be filed with any Governmental Authority in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

“Termination Date” has the meaning set forth in Section 8.1(d).

“Third-Party Claim” has the meaning set forth in Section 7.5(a).

“Trade Secret” has the meaning set forth in the definition of “Intellectual Property”.

“Trademarks” has the meaning set forth in the definition of “Intellectual Property”.

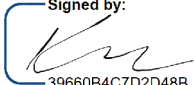
“Transaction Expenses” means (i) all fees and expenses incurred by CCI at or prior to the Closing in connection with the preparation, negotiation and execution of this Agreement and the documents contemplated by this Agreement, and the performance and consummation of the transactions contemplated hereby and thereby and [REDACTED]

“Undisputed Amounts” has the meaning set forth in Section 1.4(c)(iii).

Signature page to follow.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by their respective duly authorized representatives, all effective as of the date first above written.

COMMUNITY CARE, INC.

By:  Signed by:
39660B4C7D2D48B...

Name: Kenneth Munson

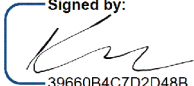
Title: Chief Executive Officer

CARESOURCE

By: _____

Name: Erhardt H. Preitauer

Title: President & Chief Executive Officer

By:  Signed by:
39660B4C7D2D48B...
Kenneth Munson, solely in the capacity of CCI
Representative

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by their respective duly authorized representatives, all effective as of the date first above written.

COMMUNITY CARE, INC.

By: _____

Name: Kenneth Munson

Title: Chief Executive Officer

CARES DocuSigned by:
By: 
60647EB3E265422... _____

Name: Erhardt H. Preitauer

Title: President & Chief Executive Officer

By: _____
[●], solely in the capacity of CCI Representative

EXHIBIT A

ADMINISTRATIVE SERVICES AGREEMENT

SEE ATTACHED

Administrative Services Agreement

This Administrative Services Agreement (this “**Agreement**”), effective as of the closing of the Affiliation Agreement (the “**Effective Date**”), is entered into between **CareSource Management Services LLC**, a limited liability company organized in the State of Ohio (the “**Administrator**”), and **Community Care Health Plan, Inc.**, a Wisconsin nonprofit insurance corporation and an entity exempt from federal income taxation as described in Section 501(c)(4) of the Code (“**Plan**”) (each individually a “**Party**” and collectively the “**Parties**”).

Recitals

A. Plan’s parent company, Community Care, Inc. (“**CCI**”), and Administrator’s affiliate, CareSource, entered into an Affiliation Agreement on [XXXXXX, 2024] under which CCI and Plan are to become members of the CareSource family of companies effective as of the Effective Date.

Plan desires for Administrator to provide Administrative Services in connection with Plan’s Coverage Agreements (as defined below), and the Administrator desires to provide such services, under the terms of this Agreement, as of the Effective Date.

B. The Parties desire to set forth in this Agreement their rights and obligations in relation to the Administrative Services provided by the Administrator to Plan on and after the Effective Date.

Agreement

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

“Administrative Fee” means the payment that Plan shall make to the Administrator for a calendar month under the terms of this Agreement in consideration for the provision of all Administrative Services to be provided by the Administrator.

“Administrative Services” means the services to be performed by the Administrator pursuant to this Agreement.

“Administrator” has the meaning set forth in the preamble.

“Administrator Personnel” has the meaning set forth in Section 3.10.1.

“Affiliation Agreement” is the agreement executed between CareSource and CCI on [XXXXXX, 2024] that governs the relationship pursuant to which Plan becomes a member of the CareSource family of companies.

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” means any domestic or foreign federal, state or local statute, law, ordinance or code, or any rules, regulations, administrative interpretations or orders issued by any Governmental Authority pursuant to any of the foregoing, and any final and unappealable order, writ, injunction, directive, judgment or decree of a court of competent jurisdiction applicable to Plan or the Administrator or the performance of their respective obligations under this Agreement.

“Automatic Amendment” has the meaning set forth in Section 13.2.

“Change in Law” has the meaning set forth in Section 13.2.

“Claims Payment Account” means a bank account that shall be established and maintained by Plan for use by the Administrator (as agent for Plan) in a federally insured or state insured financial institution for the purpose of paying claims in connection with this Agreement on Plan’s behalf.

“Confidential Information” has the meaning set forth in Section 8.1.

“Coverage Agreement(s)” means any policy, agreement, program or certificate entered into, issued or agreed to, including but not limited to a Government Contract, under which Plan furnishes or arranges for the furnishing of Covered Services and related administrative and other services for Members. A Coverage Agreement includes any addenda, appendices, attachments, or amendments thereto.

“Covered Services” means covered health care or other services, products or supplies (including but not limited to hospital services, physician services, diagnostic and therapeutic services, and pharmaceutical services and supplies) that (a) are rendered, or are sold or arranged for, by or on behalf of Plan and (b) constitute covered benefits for Members under the terms of or in connection with an applicable Coverage Agreement.

“Dispute Notice” has the meaning set forth in Section 7.2.1.

“OCI” means the Wisconsin Office of the Commissioner of Insurance.

“DHS” means the Wisconsin Department of Health Services.

“Effective Date” has the meaning set forth in the Preamble.

“Excluded Expenses” has the meaning set forth in Schedule 4.1.

“Exclusions” has the meaning set forth in Section 8.1.1.

“Governmental Authority” means any federal, state or local domestic, foreign or supranational government or governmental or regulatory authority, or any agency, instrumentality, authority, department, commission, board or bureau thereof, or any court, tribunal, similar judicial body or arbitral body of competent jurisdiction.

“Government Contract” means an agreement between Plan and the federal, state or local government to provide Covered Services to Members.

“HIPAA” has the meaning set forth in Section 8.8.

“Material Breach” has the meaning set forth in Section 6.2.3.

“Member(s)” means each and all Persons entitled to receive Covered Services in connection with a Coverage Agreement.

“Participating Provider” means a Provider that meets Plan’s Standards and/or applicable legal requirements, and that has entered into an agreement with Plan or with a sub-contractor or affiliate of Plan to provide Covered Services to Members. Where the Participating Provider is an entity, the term “Participating Provider” will encompass all individual practitioners providing Covered Services through such entity who meet Plan’s Standards.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Payment Account” means a bank account that shall be established and maintained by Plan, and to which the Administrator shall have access, in a federally insured or state insured financial institution for the purpose of holding all funds collected under Coverage Agreements, including, without limitation, care coordination payments, capitation payments, administrative fees, and incentive payments.

“Plan” has the meaning set forth in the preamble.

“Plan Business” means the management or operation of the Plan for performance of the Coverage Agreements and otherwise.

“PBM” has the meaning set forth in Section 3.9.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

“Provider” means a healthcare facility, organization or practitioner, including but not limited to a hospital, home health agency, hospice provider, skilled nursing facility, extended care facility, federally qualified health center, physician, dentist, therapist, allied health professional, supplier of durable medical equipment or other medical supplies, equipment or pharmaceuticals, or any other specialty, ancillary or allied medical, health or wellness professional, facility, supplier or provider (including specialty care management) that furnishes health care items or services.

“Quality Improvement Plan” has the meaning set forth in Section 3.7.3.

“Quality Improvement Program” has the meaning set forth in Section 3.7.1.5.

“Receiver” has the meaning set forth in Section 6.5.

“Regulatory Exhibits” has the meaning set forth in Section 2.1.2.

“Request” has the meaning set forth in Section 8.4.

“Rules” has the meaning set forth in Section 7.2.3.

“Standards” means credentialing or other requirements, as applicable, adopted and revised from time to time by Plan, Applicable Law or required under the terms of the Government Contract for determining who is eligible to be a Participating Provider for purposes of providing Covered Services to Members.

“Term” has the meaning set forth in Section 6.1 and Section 6.3.

2. Administrative Services and Retention of Authority by Plan.

2.1 Nothing herein shall transfer, abrogate or diminish the right of the Board of Directors of Plan to be ultimately responsible for the business operations and decisions relating to the Plan.

2.1.1 Administrative Services. Subject to the limitations set forth in this Agreement (including, without limitation, as set forth in Section 3 below), as well as any legal and contractual obligations of Plan governing or limiting delegation, and as of the Effective Date, Plan delegates to the Administrator the authority to administer, on behalf of Plan, the Plan Business on a day-to-day basis, including business operations and affairs of Plan and, in connection therewith, to take certain actions on behalf of Plan as the Administrator deems necessary or advisable in connection with the Plan Business. The Administrator agrees to administer Plan Business in a prudent and commercially reasonable manner and in particular, without limiting the foregoing, to provide the Administrative Services specified in Section 3 in accordance with Applicable Law and the Coverage Agreements applicable to the Plan Business.

2.1.2 Control. Plan has delegated certain authority to the Administrator to administer Plan Business on a day-to-day basis. However, Plan shall maintain ultimate responsibility for: (a) compliance with Applicable Law regarding the Coverage Agreements; (b) the adoption and enforcement of all policies relative to Plan Business; (c) all books and records relative to the operation of Plan and all fixed assets of Plan; (d) the hiring of auditors, consultants and legal counsel for Plan; and (e) adherence to and compliance with all laws and regulations applicable to Plan Business, including adherence to and compliance with the Regulatory Exhibit(s) attached and incorporated herein as Exhibit A (hereinafter referred to the “**Regulatory Exhibit(s)**”), but only to the extent they apply to Plan Business. If there is a conflict with this Agreement and the Regulatory Exhibit, the Regulatory Exhibit shall control as it relates to Plan Business subject to the terms of the Regulatory Exhibit. Notwithstanding any other provision of this Agreement, Plan shall (i) retain the discretion and authority to take such actions as it deems reasonably necessary or appropriate to fulfill the foregoing responsibilities, (ii) maintain oversight of the Administrative Services in all respects, and (iii) monitor all services and functions provided under this Agreement, at least annually, for quality assurance.

2.1.3 Services. The Administrator shall perform all of its obligations and conduct all activities under this Agreement and shall ensure that the Plan operates in accordance with Applicable Law and the Coverage Agreements. The Administrator shall hold and maintain all permits and licenses required or necessary for the Administrator to perform its obligations and provide the services under this Agreement in accordance with Applicable Law.

3. Specified Administrative Services.¹

3.1 Program Planning and Development. Except as noted otherwise, the Administrator will administer the day-to-day operations and functions of Plan Business and the Coverage Agreements. Specifically, the Administrator shall:

3.1.1 Maintain certification necessary to operate and administer the Plan Business. This shall include, but not be limited to, maintaining an effective ethics and compliance program, privacy and security program and fraud, waste and abuse program.

3.1.2 Assist Plan in maintaining and improving its relationships with Members, Participating Providers, other Providers of Covered Services, Government Authorities, and OCI.

3.1.3 Maintain and administer Member appeals and grievances complaint system and opinion mechanism.

3.1.4 Prepare and provide to Plan information concerning the financial viability or risks of Plan, the Plan Business, or other strategic opportunities for growth.

3.2 Provider Contracting. The Administrator shall be accountable for all Provider contracting and maintaining a process and systems to support implementation of Provider contracting that allows Members to access Covered Services. Specifically, the Administrator shall provide or arrange for the following Provider contracting services:

3.2.1 Perform credentialing and recredentialing of Participating Providers in accordance with the Standards, Government Contracts, and Applicable Law.

3.2.2 Ensure an adequate Participating Provider network to meet requirements of Applicable Law and the Plan Business. Provider Agreements shall be (i) held in the name of Administrator or an affiliate; (ii) be sufficient in number, type and geography, where possible, to constitute, in the aggregate, an adequate Provider network that can then be

[REDACTED]

accessed by Plan through a separate network access agreement for purposes of Government Contract requirements; and (iii) in a form and with terms established by Administrator.

3.2.3 Negotiate and contract with non-Participating Providers to address any gaps in provider types or the Participating Provider network to maintain compliance and administer the Plan Business. The Administrator or one of its affiliates shall take appropriate action to ensure each such non-Participating Provider is eligible to provide Covered Services or receive reimbursement permitted under Applicable Law.

3.2.4 Submit Provider files and/or information as required by the Government Contract, OCI, and Applicable Law.

3.2.5 Establish and administer a Provider grievance and appeal process.

3.3 Marketing and Sales. Administrator will be accountable for all marketing and sales functions and related services. In pertinent part, the Administrator shall provide the following specific marketing and sales services:

3.3.1 Manage Member, prospective Member, employer, broker/agent and Participating Provider communications, to meet requirements of Applicable Law or the Coverage Agreements. This includes, but is not limited to, newsletters, managing websites, telephone/IVR, and texting communications in administering the Plan Business.

3.3.2 Establish and maintain Plan websites with resources for Members, employers, broker/agents and Participating Providers.

3.3.3 Develop, implement and manage an annual marketing and advertising plan.

3.3.4 Manage the appointment, licensing, training and oversight process for brokers and agents requesting to represent the Plan.

3.3.5 Develop, implement and manage an annual sales plan.

3.3.6 Manage the annual renewal process for individual Members. This includes, but is not limited to, developing the renewal packet, mailing the renewal packet to the Member or employer with an electronic copy to the agent of record, if applicable.

3.4 Policies & Procedures, Disclosures, Reporting and Notices. Administrator will develop, implement and administer the policies and procedures, disclosures, reporting and notices required to administer the Plan Business. In pertinent part, the Administrator will:

3.4.1 Load membership files in a manner that allows for accurate claims processing and complete enrollment reconciliation activities.

3.4.2 Print and mail Member ID cards and new Member kits and other required communications.

3.5 Member and Provider Appeals and Grievances. Except as noted otherwise, the Administrator will administer all Member and Provider appeals and grievance and similar Member, Provider or regulator complaints/dispute mechanisms.

3.6 Service Center. The Administrator will maintain a call center to provide assistance, education and support to Members and Participating Providers during regular business hours or as otherwise prescribed by Applicable Law or the Coverage Agreements.

3.7 Medical and Utilization Management / Utilization Review / Quality Assurance. Administrator will provide utilization management, utilization review and appropriate quality assurance services, including the following:

3.7.1 Develop, operate and maintain a utilization management and review program, as required by the Government Contracts, and federal and state standards and as approved by Plan. The utilization review program shall include, at a minimum:

- 3.7.1.1 Clinical management services to ensure clinically appropriate and cost-effective utilization of Covered Services, including, but not limited to, processes for prior authorization, concurrent review, retrospective review and member appeals and grievance review;
- 3.7.1.2 Clinical oversight by licensed physicians or other appropriately licensed clinical professionals;
- 3.7.1.3 When available, utilize nationally recognized guidelines to develop and implement prior authorization and concurrent utilization review programs;
- 3.7.1.4 Clinical and non-clinical programming, including case management and disease management programs that identify and coordinate care for certain patient populations with chronic conditions, high costs, and high risk and management of the out-of-network referral process; and
- 3.7.1.5 Develop, implement and monitor a quality improvement program as required by the Government Contract or Applicable law (the **“Quality Improvement Program”**). Administrator will provide regular reports to Plan on the progress of the Quality Improvement Program.

3.7.2 Where appropriate or required by Applicable Law or Government Contract, identify social issues that impact Member healthcare needs and integrate social and community-based care strategies into their treatment plans.

3.7.3 Develop and implement an overall Quality Improvement Program plan (the **“Quality Improvement Plan”**).

3.7.4 Provide oversight to the Quality Improvement Program and identify areas for quality improvement. Develop appropriate interventions and monitoring activities to measure program outcomes.

3.7.5 Develop, monitor and evaluate the Quality Improvement Program at regular intervals.

3.7.6 Obtain and maintain accreditation or compliance with applicable external accreditation organizations requirements such as NCQA, URAC, HEDIS, CAHPS as may be required by the Government Contract or Applicable Law.

3.8 Claims Administration. Except as noted otherwise, the Administrator will provide all claims administration services associated with Covered Services. In pertinent part, the Administrator will:

3.8.1 Process all claims for Covered Services incurred by Members whether submitted electronically or on paper in accordance with applicable Participating Provider agreements, Coverage Agreements, and Applicable Law.

3.8.2 Obtain third party liability information and pursue coordination of benefits and subrogation as may be required by Applicable Law and Coverage Agreements.

3.8.3 Issue payment and explanation of payments to Providers utilizing Plan funds.

3.9 Pharmacy Benefit Manager (“PBM”) Coordination. Administrator or one of its affiliates will be accountable for arranging all PBM services and maintaining a process and systems to support implementation and administration of PBM services for Plan Business.

3.10 Administrator Personnel. The Administrator shall:

3.10.1 Unless required otherwise by Applicable Law or Government Contracts, and subject to Plan’s authority and responsibilities set forth in this Agreement (including, without limitation, Section 2.1 above), hire, maintain, compensate, and supervise all personnel, as are necessary to provide the Administrative Services to and on behalf of Plan (“**Administrator Personnel**”). The timing of hiring decisions regarding staffing levels, assignment and termination of Administrator Personnel shall be at the sole discretion of Administrator, subject to Plan’s authority and responsibilities set forth in this Agreement. Administrator Personnel shall be and remain employees of the Administrator, and the Administrator shall be solely responsible for the payment of all wages, fringe benefits and other compensation associated therewith from the Administrative Fee.

3.11 Facilities / Equipment / Support Services. Administrator will provide or arrange for the provision of:

3.11.1 Office space for the Administrator Personnel’s provision of the Administrative Services.

3.11.2 Equipment and furniture used by the Administrator Personnel in connection with performance of the Administrative Services.

3.11.3 Support services necessary in its performance of the Administrative Services including mailroom services.

3.12 Regulatory Activity. Administrator will:

3.12.1 Establish and maintain relationships with Plan's regulating bodies; monitor performance under Applicable Law and Government Contracts; and coordinate government contracting, recontracting, and advocacy activities.

3.12.2 Proactively manage and monitor performance to meet the requirements of Government Contracts and Applicable Law to include regular compliance reporting and preparing responses, risk mitigation plans and corrective actions for identified compliance risks and issues.

3.12.3 Submit annual financial reports as may be reasonably requested by the Government Authorities, including DHS or OCI, which may include information regarding the Plan, Administrator and its operations, as well as audit response activities.

3.13 Underwriting / Actuarial Services. The Administrator will:

3.13.1 Regularly complete data analysis to support financial and clinical decisions of Administrator on behalf of Plan. In pertinent part, the analysis will include Provider profiling, contract cost analysis, clinical quality performance, utilization reporting and other ad hoc or similar reporting mutually agreed to by the Parties or required to comply with Applicable Law.

3.13.2 Administer actuarial services for all Plan Business.

3.14 Premium, Rates, Billings, and Taxes. Except as noted otherwise, Administrator will provide all services required to set, collect, distribute and pay, as applicable, premiums, commissions, rates, capitation payments, billings and taxes associated with Plan Business and Government Contracts. Specifically, Administrator will:

3.14.1 Provide Plan with premium billing and collection services that are reasonably necessary and appropriate in connection with the operation of Plan Business.

3.14.2 Facilitate the billing and collection from the proper parties for premiums on behalf of Members.

3.14.3 Maintain all systems necessary to accept payments from the proper parties of premiums on behalf of Members.

3.14.4 Deposit such funds into the Payment Account and comply with Applicable Law in the administration of such funds, including the payment of claims, withdrawals and related taxes from any such accounts, as applicable.

3.14.5 Deposit funds collected for overpayment recoveries into the Payment Account and include such deposits in financial reporting to Plan.

3.14.6 Withdraw funds from the Payment Account but only for the following purposes:

3.14.6.1 to fund the Claims Payment Account;

3.14.6.2 to return any payments to any Person(s), other than Providers, entitled to the funds;

3.14.6.3 to obtain, on a monthly basis with a quarterly true-up, concurrently, the Administrative Fee; and

3.14.6.4 To pay or cause to be paid any amounts pursuant to the terms of any reinsurance arrangements, including any fronting fees.

3.14.7 Maintain records clearly showing the deposits into and withdrawals from the Payment Account and report on a monthly basis.

3.14.8 Make timely commission payments to Plan appointed brokers/agents, if applicable.²

This section sets forth procedures that are to be followed by the Administrator in connection with management of the Payment Account and may be revised from time to time by mutual agreement of the Parties. Notwithstanding any provision of this Agreement that may be construed to the contrary, all funds and invested assets, if any, of Plan are the exclusive property of Plan, shall be held for the benefit of Plan, and, at all times, are subject to the control and oversight of Plan.

3.15 Claims Payments and Procedures. The Claims Payment Account will be managed as a zero-balance account and will be funded from the Payment Account on an “as needed” basis by Administrator to pay claims, or arrange for the payment of claims, with funds withdrawn from the Claims Payment Account.

3.16 Reserves. The Administrator will recommend to Plan from time to time the level of reserves for Plan to maintain a fiscally sound operation and comply with Applicable Law, including the requirements of DHS and OCI.

3.17 Insurance / Reinsurance / Stop-Loss / Professional Liability. The Administrator will maintain for itself and Plan an insurance/reinsurance program of the type and kind that is reasonable for the services and risks associated with each. To the extent the Administrator procures insurance on behalf of Plan, including, for example, general business liability and D&O insurance, the cost of such insurance will be an Excluded Expense and the Administrator will be reimbursed for the cost of such insurance in accordance with Schedule 4.1.

² HB NTD: Please confirm whether applicable. CS RESPONSE: It is CS understanding that brokers/agents are not applicable to the Family Care Program, but may be applicable to the Family Care Partnership/PACE programs.

3.18 Accounting and Financial Services. The Administrator will:

3.18.1 Administer all financial and accounting aspects of Plan, including preparation of annual budgets, monthly financial reports, annual cost reports, quarterly, annual OCI filings, IRS 1099 statements and applicable IRS, tax and non-profit filings.

3.18.2 Fully cooperate with required external and regulatory audits.

3.18.3 Administer regulatory rate setting processes and Plan reinsurance contracting and administration.

3.18.4 Administer the funds in the Payment Account and Claims Payment Account and manage the reserve or similar account that may be required of Plan pursuant to Applicable Law or the Government Contract, including the investment of Plan's cash reserves.

3.18.5 Administer unclaimed property process.

3.19 Information Systems. Administrator will provide all information technology and related systems required to effectuate the terms of this Agreement. In pertinent part, the Administrator will:

3.19.1 Provide and maintain the information technology infrastructure required to operate Plan and Plan Business and to ensure compliance with all state and Federal laws and to support any unique requirements of the Plan.

3.19.2 Utilize appropriate financial systems and protocols to support financial management of Plan and to help ensure compliance with Government Contracts and Applicable Law, including reporting requirements.

3.20 Delegate, Vendor Contracting, and Management. In its sole and reasonable discretion Administrator will contract with such delegates and vendors (collectively "Vendor(s)") it deems appropriate for the administration of the Plan Business and will administer such contracts to include reviewing the contracts on a regular basis for vendor performance; determining cost effectiveness; auditing Vendors for compliance and to ensure regulatory requirements and language are included in such contracts. Administrator shall also have the ability to require corrective action plans and impose penalties on Vendors if performance is deemed deficient and does not meet service level performance requirements. Plan shall retain the right to immediately terminate any Vendor, or service provided by such Vendor selected by the Administrator if such Vendor is non-compliant with the terms of this Agreement, Plan's legal requirements or a Government Contract, and such non-compliance is not cured within thirty (30) days of the date of written notice from the Administrator, or as required by the applicable Government Contract, and Administrator shall ensure that any such contracts contemplate the termination rights described herein.

3.20.1 The Administrator and any delegated entities shall fully assist and cooperate with Plan in fulfilling Plan's obligations under the Government Contracts. All provisions of a delegated entity's contract must conform to and be consistent with the Government Contracts.

3.20.2 Plan shall be permitted to promptly obtain and gather all data, documents and information from the Administrator and delegated entities as reasonable and necessary for the purpose of any audit conducted by an auditor of the State of Wisconsin or any OCI examiner.

3.20.3 Administrator agrees that if a provision in a vendor or delegated entity agreement violates any requirement of a Government Contract or Applicable Law, such delegated entity agreement provision is rendered null and void and the Government Contract supersedes the violative provision of the vendor or delegated entity agreement.

3.21 Program Integrity. Administrator will develop and implement a compliance plan to facilitate compliance with Government Contracts and Applicable Law and a program integrity plan to identify, investigate, and report incidents of fraud, waste and abuse.

To the extent that any of the Administrative Services described in this Section 3 cannot be performed on the Effective Date or a subsequent date due to licensure, regulatory or other mutually agreed upon basis, such Administrative Services shall not be delegated to the Administrator until such time those issues can be resolved or the Parties can mutually agree upon an alternative method of providing such Administrative Services.

4. Administrative Fees of the Administrator.

4.1 Administrative Fees. Beginning as of the Effective Date, Plan shall pay Administrator the Administrative Fees and such other amounts, if any, as set forth in Schedule 4.1, attached hereto and incorporated herein by reference, and in accordance with the terms of payment in Schedule 4.1. Plan is prohibited from advancing funds to Administrator except to pay for the Services described herein.

4.2 Fiscal Matters / Plan Audits. Plan or Plan's independent auditor may, not more frequently than annually, inspect the Administrator's claims data and billing records relating to the Coverage Agreements' benefits and any other financial or operating data, books and records maintained or kept by the Administrator, as related to the Plan Business except to the extent an incident has occurred, as determined by the Plan in its sole discretion, that requires additional auditing to ensure compliance with applicable rules and regulations.

5. Records and Data. Records include all records and data developed or maintained under or related to this Agreement that are otherwise the property of Plan, in whatever form maintained, including, but not limited to, claims and claim files, policyholder lists, application files, litigation files, premium records, rate books, underwriting manuals, personnel records, financial records or similar records within the possession, custody or control of Administrator. During the Term of this Agreement and in accordance with the record retention schedule adopted by the Parties thereafter or such duration as may be required by a Government Contract or Applicable Law, the

Administrator shall keep and maintain records and data for the express purpose of recording therein the nature and details of the Administrative Services and financial transactions undertaken for Plan pursuant to this Agreement. All records and data shall be and remain the property of Plan; shall be maintained by the Administrator for the benefit and subject to the control of Plan; shall be subject to review and audit by Plan; shall be identifiable; shall be segregated from all other persons' records and data or readily capable of segregation as no additional cost to Plan. The records and data shall be maintained so as to clearly and accurately disclose the nature and details of the transactions including such accounting information as is necessary to support the reasonableness of the charges or fees to the respective Parties; without limiting the generality of the foregoing, any expenses incurred and payments received by Plan shall be allocated in conformity with statutory accounting practices consistently applied and Applicable Law. Administrator shall notify Plan prior to destroying any records or data required to be maintained by Administrator under this Agreement and, at the request and expense of Plan, shall transfer such records and data to Plan in lieu of destroying same. This Section 5 shall survive any termination and/or expiration of this Agreement.

6. Term / Termination/ Assignment.

6.1 Term. The Term of this Agreement shall begin on the Effective Date and shall continue in effect for seven (7) years. While the Parties are affiliates, this Agreement shall automatically renew for additional terms of three (3) years, each of which shall be part of the Term of this Agreement, unless either Party gives the other at least one year's notice of nonrenewal.

6.2 Termination of Agreement: This Agreement will terminate:

6.2.1 Upon mutual agreement of the Parties;

6.2.2 In the event a termination of this Agreement is required by OCI or another Government Authority or by binding determination of a court competent jurisdiction if such termination requirement cannot be removed by amendment of this Agreement pursuant to Section 13;

6.2.3 By either Plan or Administrator at any time for a Material Breach (as defined below) by the other upon delivery of written notice to the other. Termination will be effective sixty (60) days after delivery of the notice if the recipient of such notice of termination has not cured the default. For purposes of this Agreement, a **"Material Breach"** is limited to the following events: (a) if Plan or the Administrator defaults in the performance of a material provision of this Agreement, provided the written notice clearly identifies the specific conduct believed to represent a material breach, the specific contract section believed to have been breached and the basis for asserting the breach is material; or, (b) subject to Section 6.5.3, if Plan or Administrator applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets; files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating it a bankrupt or insolvent or

approving it a bankrupt or as being insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of it or of all or a part of its assets.

6.3 Effect of Termination. In the event of termination of this Agreement, Administrator shall continue to provide Administrative Services pursuant to this Agreement for the period reasonably necessary to transfer the Administrative Services to a new service provider, which shall be considered to be part of the Term of this Agreement.

6.4 Termination Duties. Upon termination of Administrative Services provided by Administrator, (i) all amounts owed under this Agreement shall be paid by Plan to Administrator within thirty (30) days³, and (ii) the Administrator shall make available to Plan all appropriate information related to the performance of the Administrative Services under this Agreement, including Plan's books and records, to the extent such information is in the Administrator's possession.

6.5 Receivership. Notwithstanding any of the foregoing, if Plan is seized or placed into receivership, supervision, rehabilitation or liquidation by OCI or other regulatory body having such jurisdiction and authority over Plan (for purposes of this Section 6.5, any such regulatory body, a **"Receiver"**), then:

6.5.1 All rights under this Agreement for Administrative Services shall belong to the Receiver or OCI or designee, as applicable, to the extent permitted by Applicable Law; all records and data of Plan shall be identifiable and segregated from all other persons' records and data or readily capable of segregation at no additional cost to the Receiver or OCI or designee; a complete set of records and data of Plan shall immediately be made available to the Receiver or OCI and/or designee, as applicable, shall be made available in a usable format, and shall be turned over immediately upon request of the Receiver, OCI, or designee, as applicable, and the cost to transfer data to the Receiver, OCI, or designee shall be fair and reasonable;

6.5.2 The Administrator shall: make available all employees essential to the operations of Plan and the services associated therewith for the immediate continued performance of the essential services ordered or directed by the Receiver, OCI or designee; continue to provide essential Administrative Services for a reasonable period of time after termination of this Agreement, as ordered or directed by the Receiver, OCI, or designee, without regard to pre-receivership unpaid fees, so long as Administrator continues to receive timely payment for post-receivership services rendered, and unless released by the Receiver, OCI, supervising court, or designee; maintain any systems, programs, or other infrastructure for such purposes, notwithstanding any such action being taken by the Receiver, and will make them available to the Receiver, OCI, or designee for so long as the Administrator receives timely payment for post-receivership Administrative Services rendered, and unless released by the Receiver, OCI, supervising court, or designee; and, in furtherance of the cooperation between the Receiver and the affected guaranty association(s) and subject to the Receiver's authority over Plan, if portions of Plan's

³ HB NTD: Please confirm that this payment timeframe is accurate and applies. CS RESPONSE: Confirmed the payment timeframe is accurate and applies.

policies or contracts are eligible for coverage by one or more guaranty associations, Administrator's commitments under this Section 6.5 will extend to such guaranty association(s); and

6.5.3 This Agreement shall not be subject to automatic termination solely because of Plan being placed into receivership, supervision, rehabilitation, or liquidation pursuant to Applicable Law and as described in this Section 6.5.

7. Adverse Events / Disputes.

7.1 Notice of Adverse Actions. Plan and Administrator each agree to promptly notify the other if any Government Authority or OCI takes any adverse action against the Plan Business, or against the Plan or Administrator. This includes any action by the Government Authority or OCI relative to the financial stability of Plan or the Administrator, including requiring more frequent reporting or financial supervision and any federal petition filed regarding receivership, rehabilitation or liquidation of Plan or the Administrator.

7.2 Disputes. The Parties shall work together in good faith to resolve any dispute in a timely manner in accordance with the following:

7.2.1 First-Level Dispute Resolution. Upon a written notice of a dispute setting forth the issues and the reasons to support such dispute from the disputing Party to the other Party ("**Dispute Notice**"), the Parties shall meet in good faith to resolve such dispute. Unless otherwise agreed upon by the Parties, such meeting shall take place within thirty (30) days of the date of the Dispute Notice.

7.2.2 Second-Level Dispute Resolution. If the dispute is not resolved or settled within sixty (60) days of the date of the Dispute Notice, each Party shall select a vice president and two other individuals to represent that Party, and such representatives shall meet in good faith to settle the dispute. If the dispute is not satisfactorily resolved within ninety (90) days of the Dispute Notice, then the Parties can mutually agree to resolve the dispute through binding arbitration under the terms outlined in Section 7.2.3 or, absent such mutual agreement, either Party can bring legal action against the other Party in an effort to resolve the dispute. In no event may arbitration or litigation be initiated by a Party more than two (2) years following the date of the Dispute Notice.

7.2.3 Binding Arbitration. If the Parties fail to resolve the dispute pursuant to Section 7.2.1 and Section 7.2.2 and then mutually agree to resolve the Dispute through binding arbitration, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules (the "**Rules**") of the American Arbitration Association Procedures for Large, Complex Commercial Disputes then in effect, except as modified herein. The arbitration shall be handled by a single neutral arbitrator mutually agreeable to the Parties, provided that if the Parties cannot mutually agree on a neutral arbitrator within five (5) business days after agreeing to arbitrate the dispute, then each Party shall appoint one (1) arbitrator prior to the end of such five (5) business day period and those two (2) arbitrators shall designate a third (3rd) arbitrator within five (5) business days after their appointment who will be the sole neutral arbitrator responsible for handling the arbitration. The

arbitration hearing on the merits shall be commenced within ninety (90) calendar days of the appointment of the arbitrator or as soon thereafter as practicable. The Parties shall be entitled to discovery which includes production of documents, interrogatories, and depositions not to exceed seven (7) per side, unless the Parties agree otherwise. The arbitrator shall allow reasonable discovery which the arbitrator determines is necessary for determination of the issues presented. The decision of the arbitrator shall be final, non-appealable, and binding upon the Parties, and it may be entered as a judgment in and enforced by any court of competent jurisdiction; provided, however, that any Party to the arbitration proceeding may seek a court order vacating the decision of the arbitrator in accordance with the provisions of and upon the grounds set forth in Applicable Law. The arbitration shall take place in Madison, Wisconsin, or such other locations as the Parties may agree. A Party shall not be obligated to submit to arbitration any claim for injunctive relief, except that any claim for damages related to the requested injunctive relief shall be submitted to arbitration.

7.2.4 Exceptions. Notwithstanding the foregoing, either Party may seek equitable remedies in any court of competent jurisdiction to protect its intellectual property or confidential information. The Parties further agree to exclude the following matters from the operation of this arbitration clause: any counterclaim, cross-claim or third-party claim for indemnity or contribution.

8. Confidentiality.

8.1 Definition. For the purposes of this Agreement, the term “**Confidential Information**” shall mean any and all information that either Party receives or gains access to, directly or indirectly, from the other Party, whether prior to, on or following the Effective Date, that is of a confidential or proprietary nature (including information confidential by virtue of an obligation to another party), regardless of form (such as written, electronic, oral or visual), whether marked, designated or otherwise identified as “confidential,” including, without limitation, information clearly designated as confidential at the time of disclosure, or information that, under the circumstances surrounding disclosure, the receiving Party knows, or ought to reasonably know, is confidential. Confidential Information includes but is not limited to information regarding Members, Participating Providers and financial information, records and information containing or relating to research and development, inventions, technology, designs, discoveries, ideas, know-how, patents, concepts, techniques, drawings, sketches, models, prototypes, diagrams, data, software (including object code and source code), intellectual property, IT systems and operations, networks, data, IT traffic, passwords and other security procedures, trade secrets, policies and procedures, tests and test results, business plans and strategies, marketing, sales, customers, patients, plan participants, contractors, vendors, employees, financial and accounting matters, contracts, and anything else relating to the business, operations, products, services, or financial condition of the Parties or any of their respective Affiliates inclusive of any derivatives, copies, notes, and summaries that the respective Parties may derive, in whole or in part, from any Confidential Information.

8.1.1 Exclusions. Notwithstanding anything to the contrary herein, Confidential Information shall not include information that: (1) is already known by the recipient at the time of receipt from the owner (and is not subject to any other nondisclosure agreement

between the Parties); (2) is or becomes available from public sources (other than as a result of a prior unauthorized disclosure by a Person known by the non-disclosing party to be under a confidentiality obligation with respect to the information); (3) is or becomes known to the recipient by a third party other than as a result of a prior unauthorized disclosure by a Person known by the non-disclosing Party to be under a confidentiality obligation with respect to the information; or (4) is developed by the recipient independently of and without reference to the relevant Confidential Information of the disclosing Party (individually or collectively referred to as the “**Exclusions**”). Notwithstanding anything contained herein, any damages caused to a Party or any of its Affiliates by reason of a breach by the other Party or any of its Affiliates or their respective successors of this Section 8 could cause irreparable harm that may not be adequately compensated for in monetary damages alone and the non-breaching Party may be entitled to seek injunctive relief in addition to all other legal and equitable remedies in connection with any breach of this Agreement.

8.2 Protection of Confidential Information. The Parties agree that all Confidential Information is being made available solely in reliance on and because of the business relationship and purposes of this Agreement. The Parties agree to use Confidential Information solely for the purposes of performance and oversight of this Agreement and for the purpose of operation of the Company and agree to keep Confidential Information strictly confidential. The Parties shall not, except as authorized herein, disclose Confidential Information, in whole or in part, to any other person or entity without the prior written authorization from the other Party, or reverse engineer, disassemble, decompile or create derivative works using Confidential Information learned as a result of this Agreement except as needed for performance and oversight of this Agreement. Subject to the conditions herein, the Parties hereby acknowledge and agree that each may disclose Confidential Information, or portions thereof, to their respective representatives who have a bona-fide need-to-know or need for access to such information to perform in accordance with the terms of this Agreement, including without limitation, their employees, officers, directors, attorneys, accountant, and Affiliates, and their respective employees, officers, directors, attorneys and accountants, who shall be bound by standards of confidentiality consistent with the terms and intent of this Agreement.

8.3 Ownership of Confidential Information. The Parties acknowledge that all rights, title, interest, and ownership in their respective Confidential Information is and shall remain the exclusive property of that Party. Nothing herein shall constitute any express or implied transfer, conveyance, grant, license or otherwise be construed as conferring any right, title, interest or license or option right to any Confidential Information that a Party owns or holds or to any prospective products or services, except the right to use it, as the Party deems necessary, in accordance with the terms and conditions herein, exclusively for purposes of performing its obligations under this Agreement.

8.4 Disclosure Requested or Required by Law. If a Party is requested or required by any legal requirement or by judicial, administrative, or legal process (hereinafter “**Request**”), to disclose any Confidential Information of the other Party, the disclosing Party shall promptly notify the other Party to afford it an opportunity to (i) seek a protective order or other remedy; (ii) waive compliance, in whole or in part, of the provisions of this Agreement; and/or (iii) allow the Parties to resist or narrow the scope of such Request. Each Party will cooperate with and not oppose any

reasonable action by the other. If a Party is reasonably unable to provide notice, the Administrator will use its best efforts to ensure that any disclosure will be accorded confidential treatment and limit the scope to what is minimally necessary to comply.

8.5 Return of Confidential Information. Upon a request from a Party on or after the termination of this Agreement, or earlier upon reasonable request of a Party that does not impede the other's ability to perform its obligations hereunder, the recipient Party shall promptly return or destroy, at the disclosing Party's sole discretion, any and all materials containing or referencing the disclosing Party's Confidential Information, regardless of form. Any Confidential Information unable to be returned shall be destroyed and an authorized representative of the Party shall provide written certification thereof at the disclosing Party's request. If return or destruction of any or all Confidential Information is not feasible, or if destruction is contrary to required record retention requirements under Applicable Law, the recipient Party shall extend all protections contained in this Agreement to any Confidential Information retained and limit further uses and disclosures to those purposes that make the return or destruction infeasible. Notwithstanding the foregoing, the Parties may retain the other Party's Confidential Information when necessary for purposes of compliance with the Government Contract or Applicable Law related to the performance of this Agreement, including post termination, provided that such Confidential Information remains subject to confidentiality terms described herein. Further, the Parties may retain appropriate copies of Confidential Information in accordance with the Party's retention policies: (i) for archival purposes; (ii) for purposes to defend its work product or performance; or (iii) as required by Applicable Law or any Governmental Authority, provided that the copy is retained in secure storage and held in confidence for so long as the Administrator's obligations under this Agreement continue, and subject to all protections and terms and conditions of this Agreement to limit further uses and disclosures to those purposes for which such Confidential Information is retained.

8.6 Remedies. The Parties understand and agree that each shall be responsible for any violation of this Section 8. Each Party agrees and acknowledges that money damages alone would not be a sufficient remedy for any breach of this Section 8 and that, in addition to any other available remedies, each Party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 8.

8.7 Survival. The terms and conditions of Section 8 shall continue and survive any termination or expiration of this Agreement and remain in full force and effect and binding upon the Parties indefinitely, until the confidentiality of such Confidential Information is lost as a result of any Exclusions.

8.8 HIPAA Compliance; Business Associate Agreement. The Parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, along with the privacy, security, and breach regulations promulgated thereunder and as amended (collectively, "HIPAA") are applicable to the Parties. Plan is a "covered entity" and the Administrator is a "business associate" of Plan, as defined by HIPAA. The Administrator and Plan will execute a Business Associate Agreement that satisfies the requirements of HIPAA.

9. Covenants.

9.1 Licensing Requirements. The Administrator will maintain valid licenses, permits, registrations or other instruments (such as any fidelity bonds) that are necessary to perform the Administrative Services during the entire term of this Agreement in accordance with Applicable Law. Further, Plan will maintain valid licenses necessary to execute and perform the Plan Business in accordance with Applicable Law.

9.2 Compliance with Governmental Agencies / Government Access. To the extent required by a Government Contract and Applicable Law, the Administrator will permit authorized Governmental Authority and their respective duly authorized representatives access to such books, documents and records of Plan and the Administrator as are reasonably necessary to verify the nature and extent of the Administrative Services and costs of such services supplied under this Agreement.

10. Indemnification.

10.1 Generally. Plan and the Administrator agree to defend, indemnify and hold each other, and each other's parent companies, affiliates, officers, directors, agents and employees, harmless from and against any claims, losses, damages and liabilities (including, but not limited to, reasonable attorneys' fees and court costs, but excluding consequential or punitive damages) on account of any claim by a third party for damages against the indemnified party to the extent caused by the gross negligence or willful misconduct of, or breach of this Agreement (including Section 6.5) by, the indemnifying party or the indemnifying party's employees, contractors, subcontractors or agents, in connection with the performance of their respective obligations under this Agreement.

10.2 Notice of Potential Liability. Promptly after receipt by an indemnified party hereunder of notice of any demand, claim or circumstances which, with or without the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation that may result in an indemnified liability, the indemnified party shall give notice of the potential liability to the indemnifying party. The notice shall (i) describe the potential liability in reasonable detail, (ii) indicate the amount (estimated, if necessary) of the loss that has been or may be suffered by the indemnified party and (iii) include a statement as to the basis for the indemnification sought. Failure to provide notice in a timely manner shall not be deemed a waiver of the indemnified party's right to indemnification other than to the extent that such failure prejudices the defense of the claim by the indemnifying party.

10.3 Opportunity to Defend. The indemnifying party may elect to defend, at its own expense and by its own counsel, any potential liability covered by this Section 10; provided, however, that the indemnifying party may not compromise or settle any such liability without the consent of the indemnified party (which consent shall not be unreasonably withheld or delayed). If the indemnifying party elects to defend the potential liability, it shall, within ten (10) business days from receipt of the notice required by Section 10.2 of this Agreement, notify the indemnified party of its intent to do so, and the indemnified party shall cooperate in the defense at its own expense.

10.4 Exclusive Remedy. The provisions of this Section 10 and the termination rights under Section 6 shall be the exclusive remedies at law for any breach of a material representation, warranty or covenant under this Agreement, except that nothing set forth in this Section 10 shall be deemed to prohibit or limit either Party's right to seek specific performance or other equitable relief for the failure of the other Party to perform any covenant contained herein.

11. General Provisions.

11.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by commercial overnight delivery service, by facsimile, or by registered or certified mail, return receipt requested, and shall be deemed received: upon receipt (or the first business day after receipt, if received after business hours) in the case of personal delivery or facsimile delivery; three business days after the date of mailing in the case of certified or registered mail; and one business day after sending if delivered by overnight delivery service, addressed as follows:

The Plan:

Community Care Health Plan, Inc.

205 Bishops Way
Brookfield, WI 53005
Attn: Chief Executive Officer

The Administrator:

CareSource Management Services LLC

230 N. Main Street
Dayton, Ohio 45402
Attn: Chief Executive Officer

With a copy to:

CareSource Management Services LLC

230 N. Main Street
Dayton, Ohio 45402
Attn: Chief Legal Officer

A Party may change the address at which it elects to receive any notice provided under this Agreement by advising the other Party of such change in accordance with the procedures contained in this Section 11.1.

11.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, except that neither the Administrator nor Plan may assign its respective obligations hereunder without the prior written consent of the other unless noted otherwise in the Agreement, which consent will not be unreasonably held, delayed or denied. Any assignment in contravention of this provision may be voided at the election of the offended Party.

12. Entire Agreement; Amendments.

12.1 This Agreement, together with the Schedules hereto, represent the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings among the Parties except to the extent agreed in a separate, binding, written agreement between the Parties.

12.2 This Agreement may be amended only with the written consent of Plan and the Administrator. No waiver of any right or remedy under this Agreement shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No right or remedy in this Agreement conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given in this Agreement, or now or hereafter legally existing upon the occurrence of any event of default under this Agreement. The failure of a Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to a Party may be exercised from time to time and as often as may be deemed expedient by such Party. All material amendments to this Agreement are subject to the prior written notification to and, if required, the consent or failure to object or non-disapproval of, the appropriate Governmental Authority to the extent required by a Government Contract or Applicable Law.

13. Severability and Supervening Law.

13.1 If any condition, term or other provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, illegal or incapable of being enforced by any law or public policy, all other conditions, terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13.2 The Parties further recognize that this Agreement shall be subject to amendments or repeal of Applicable Law, to the enactment or promulgation of new legislation or regulations and to new interpretations thereof by judicial or regulatory bodies (each a **“Change in Law”**). Any provision of this Agreement that is rendered invalid by, or is inconsistent with, a Change in Law, or that would render a Party in violation of the same, shall be deemed superseded by such Change in Law so as to render this Agreement, and the Parties hereto, in compliance therewith (**“Automatic Amendment”**). Notwithstanding the foregoing, if such Change in Law or Automatic Amendment materially and adversely impacts the reasonable economic expectations of either Plan or the Administrator, then upon the request of either Party, the Parties shall negotiate, in good faith, for a period not to exceed sixty (60) days, an amendment to the financial provisions of this Agreement in a manner that preserves, to the greatest extent possible, the reasonable

economic expectations of the Parties taking into consideration the Change in Law or the Automatic Amendment.

13.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13.4 Venue. The Parties agree that any legal action brought in order to interpret this Agreement, enforce the terms of this Agreement, or otherwise related to this Agreement shall be filed in the federal courts and/or state courts located in Madison, Wisconsin.

14. Construction.

14.1 The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

14.2 The headings of the Sections and Subsections of this Agreement are included only for convenience and shall not affect the meaning or interpretation of this Agreement.

14.3 All schedules to this Agreement are attached hereto and are incorporated herein by reference.

14.4 Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party to this Agreement.

14.5 References herein to Sections and Subsections shall mean such Sections and Subsections of this Agreement, except as otherwise specified. The words “herein” and “hereof” and other words of similar import refer to this Agreement as a whole and, unless otherwise specified, not to any particular part of this Agreement. The word “including” and “in pertinent part” as used in this Agreement shall not be construed so as to exclude any other thing not referred to or described.

14.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document.

[Signatures on next page.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date first above written.

CARESOURCE MANAGEMENT SERVICES LLC

By: _____

Erhardt H. Preitauer

Title: President & Chief Executive Officer

Date: _____, 2024

Community Care Health Plan, Inc.

By: _____

Kenneth Munson

Title: Chief Executive Officer

Date: _____, 2024

SCHEDULE 3.13

ACCOUNT MANAGEMENT

1. The Claims Payment Account will be managed as a zero-balance account and will be funded from the Payment Account on an “as needed” basis.
2. The Parties will establish agreed principles for management of the funds in the Payment Account and Claims Payment Account.

**SCHEDULE 4.1
ADMINISTRATIVE FEES AND EXPENSES⁴**

In consideration for the provision of all Administrative Services to be provided by Administrator, Plan shall pay Administrator the applicable Administrative Fee set forth below. Administrator shall be responsible for all expenses incurred by it or on its behalf in connection with its provision of Administrative Services except as set forth below as Excluded Expenses.

1. Administrative Fee.

[REDACTED]

2. Excluded Expenses.

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

3. Payment.

- (a) Administrative Fee. The Administrative Fee payable to Administrator will be determined by the Parties as provided for in Section 1 to this Schedule 4.1; provided that, in any event, the Administrative Fee shall be settled not less frequently than on a quarterly basis and in compliance with the requirements set forth in the *Accounting Practices and Procedures Manual* promulgated by the National Association of Insurance Commissioners.

- (b) Reimbursement for Excluded Expenses. Plan shall reimburse Administrator for

[REDACTED]

any Excluded Expenses no less than 30 days from the date which Administrator submits the expense to Plan and Plan approves such expense.

- (c) Annual Reconciliation. An annual reconciliation of the Administrative Fees payable to Administrator pursuant to Subsection 4.1 shall be made based on the certified financial statements of the Plan. Such an adjustment may either require Administrator to refund to the Plan a portion of the fees previously received by Administrator or require the Plan to pay an additional amount to Administrator. The required refund or payment shall be made within 60 days after the certified financial statements of the Plan become available.

REGULATORY EXHIBIT A

WISCONSIN ADDENDUM [insert regulatory exhibits applicable to CCHP LTSS and PACE lines of business]

i. .

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

SEE ATTACHED

**AMENDED & RESTATED
ARTICLES OF
INCORPORATION
OF COMMUNITY
CARE HEALTH PLAN,
INC.**

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
COMMUNITY CARE HEALTH PLAN, INC.**

The sole member of Community Care Health Plan, Inc. (the “Corporation”) has determined to amend and restate the Articles of Incorporation of the Corporation in accordance with Ch. 613 of the Wisconsin Statutes and any successor provisions thereto now enacted or hereafter amended (the “Act”), to supersede the existing Articles of Incorporation and all amendments thereto, as follows:

1. NAME AND INCORPORATION:

The name of the Corporation shall be “Community Care Health Plan, Inc.”, and the Corporation is organized under Ch. 613 of the Wisconsin Statutes.

2. PURPOSE:

The Corporation is organized as a Wisconsin nonprofit corporation for the primary purpose of the promotion of social welfare through the establishment of a nonprofit health care plan in the State of Wisconsin and, in furtherance of this primary purpose, to transact all lawful business for which Wisconsin nonprofit corporations may be organized under the Act. The Corporation is organized and shall at all times be operated exclusively:

(a) For social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code of 1986 or any corresponding provision of future internal revenue laws (“Code”). In furtherance of such purposes, the Corporation is organized for the principal purpose of operating a nonprofit health care plan in the State of Wisconsin, and for no other purposes.

(b) To provide, either directly or through arrangements with health care providers or others, comprehensive health and coordinated long-term health care, in-home, community and social services, or to arrange for the provision of such services, for the people of Wisconsin and others on the basis of a fixed prepaid sum without regard to the frequency or extent of services furnished; to make possible the delivery of widely accessible and high quality hospital, medical-surgical, dental and other health care services, including coordinated long-term health care, in-home and community and social services for the people of Wisconsin and others through nonprofit prepaid health service plans; and to advance public health and the art and science of hospital, medical, dental and health care services, but only for the foregoing purposes, or some of them; and in general, to exercise any and all and every

power for which a corporation organized under the Act can be authorized to exercise, but not any other power and not in a manner inconsistent with this Article 2.

(c) To engage in any kind of lawful act, activity and to enter into, perform and carry out contracts of any kind and do all things (consistent with the limitations contained in these Amended & Restated Articles of Incorporation and the Act) necessary, in connection with, or incidental to the accomplishment of any one or more of the charitable purposes of the Corporation set forth in this Article 2.

3. MEMBERSHIP:

The sole member of the Corporation shall be Community Care, Inc., a Wisconsin nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (the “Sole Member”).

4. DIRECTORS:

The number of directors shall be fixed by or as set forth in the bylaws.

5. OFFICERS:

The principal officers of the Corporation shall be a Chair, President, Treasurer, and Secretary.

6. RESTRICTIONS:

(a) The Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

(b) No part of the net earnings of the Corporation shall inure directly or indirectly to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2 hereof.

(c) Notwithstanding any other provision of these Amended & Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c) of the Code or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

7. **ASSESSMENTS:**

Neither the member of the Corporation nor any other provider of services is subject to assessments for the purpose of paying operating costs or financial deficits of the Corporation. This Article shall not preclude the Corporation from entering into provider agreements which include financial guarantees.

8. **DISSOLUTION:**

The Corporation may be dissolved upon the adoption of a plan to dissolve in the manner now or hereafter provided in the Act and the approval of the Wisconsin Commissioner of Insurance. Upon the dissolution of the Corporation, the Board of Directors of the Corporation shall, after paying or making provision for payment of all the liabilities of the Corporation, distribute all of the remaining assets of the Corporation to the Sole Member provided that at such time the Sole Member remains an organization that is exempt from federal income tax under Section 501(c)(3) of the Code.

9. **PRINCIPAL AND REGISTERED OFFICE AND REGISTERED AGENT:**

The name of the registered agent of the Corporation and its address in the city of Madison and county of Dane at the time of effectiveness of these Amended & Restated Articles of Incorporation are:

Corporation Service Company
33 East Main Street
Suite 610
Madison, WI 53703

The mailing address of the principal office of the Corporation is in Waukesha County at 205 Bishops Way, Brookfield, Wisconsin 53005.

10. **AMENDMENT:**

These Amended & Restated Articles of Incorporation may only be amended with the approval of the Sole Member.

**AMENDED & RESTATED
ARTICLES OF
INCORPORATION
OF
COMMUNITY CARE, INC.**

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
COMMUNITY CARE, INC.**

The following Amended and Restated Articles of Incorporation of Community Care, Inc. (the “Corporation”), duly adopted pursuant to the authority and provisions of Ch. 181 of the Wisconsin Statutes (the “Act”), supersede the existing Articles of Incorporation and all amendments thereto, as follows:

1. NAME AND INCORPORATION:

The name of the Corporation shall be “Community Care, Inc.”, and the corporation is organized under Chapter 181 of the Wisconsin Statutes.

2. PURPOSE:

The Corporation is organized as a Wisconsin nonprofit corporation for the primary purpose of providing coordinated long-term health care, in-home and community and social services to at-risk adult populations in Wisconsin, including but not limited to southeastern Wisconsin and Milwaukee County, Wisconsin through an affiliate or subsidiary of the Corporation and, in furtherance of this primary purpose, to transact all lawful business for which Wisconsin nonprofit corporations may be organized under the Act. The Corporation is organized and shall at all times be operated exclusively:

(a) For charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 or any corresponding provision of future internal revenue laws (“Code”).

(b) To receive and administer funds for the charitable purposes in any manner not prohibited by the Act and section 501(c)(3) of the Code and to that end to take and hold, by bequest, devise, gift, purchase, or lease, either absolutely or in trust for such objects and purposes or any of them, any property, real, personal, or mixed, without limitation as to amount or value, except such limitations, if any as may be imposed by law, to sell, convey and dispose of any such property and to invest and re-invest the principal thereof, and to deal with and expend the income therefrom for any of the before mentioned purposes, without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, to receive any property, real, personal or mixed, in trust, under the terms of any will, deed or trust, or other trust instrument for the foregoing purposes or any of them and in administering the same to carry out the directions and exercise the powers contained in the trust instrument under which the property is received, including the expenditure of the principal, as well as the income, for one or more of such purposes, if authorized or directed in the trust instrument under which it is received, to receive, take title to, hold and use the proceeds and income of stocks, bonds, obligations, or other securities of any corporation or corporations, domestic or foreign, but only for the foregoing purposes, or some of them; and in general, to exercise any and all and every power for which a corporation organized under the Act can be authorized to exercise, but not any other power and not in a manner inconsistent with Article 2(a) above.

(c) To engage in any kind of lawful act, activity and to enter into, perform and carry out contracts of any kind and do all things (consistent with the limitations contained in these Amended & Restated Articles of Incorporation and the Act) necessary, in connection with, or incidental to the accomplishment of any one or more of the charitable purposes of the Corporation set forth in Article 2(a) above.

3. MEMBERSHIP:

The sole member of the Corporation shall be CareSource, an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (the “Sole Member”).

4. DIRECTORS:

The number of directors shall be fixed by or as set forth in the bylaws.

5. OFFICERS:

The principal officers of the Corporation shall be a Chair, President, Treasurer, and Secretary.

6. RESTRICTIONS:

(a) No part of the net earnings of the Corporation shall inure directly or indirectly to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2 hereof. The Corporation shall not carry on propaganda, or otherwise attempt to influence legislation to such extent as would result in a loss of exemption under section 501(c)(3) of the Code. The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

(b) Notwithstanding any other provision of these Amended & Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

- (c) Notwithstanding any other provisions of these Articles, to the extent permitted by applicable law, including any governmental authority with jurisdiction over the Net Proceeds arising from a Liquidity Event involving the Corporation, such Net Proceeds shall be distributed to The CareSource Foundation for use consistent with its charitable purpose for such Net Proceeds, as set forth in The CareSource Foundation's Articles of Incorporation. As utilized in this Article 7, the terms "Liquidity Event" and "Net Proceeds" shall have the meaning ascribed them in that certain Membership Agreement dated February 21, 2019, by and between CareSource Ohio, Inc. (f/k/a CareSource) and CareSource (f/k/a CareSource Management Group Co.)(the "Membership Agreement").

7. DISSOLUTION:

Subject to Article 6(c), upon the dissolution of the Corporation, the Board of Directors of the Corporation shall, after paying or making provision for payment of all the liabilities of the Corporation, distribute all of the remaining assets of the Corporation to the Sole Member provided that at such time the Sole Member remains an organization that is exempt from federal income tax under Section 501(c)(3) of the Code.

8. PRINCIPAL AND REGISTERED OFFICE AND REGISTERED AGENT:

The name of the registered agent of the Corporation and its address in the city of Madison and county of Dane at the time of effectiveness of these Amended & Restated Articles of Incorporation are:

Corporation Service Company
33 East Main Street
Suite 610
Madison, WI 53703

The mailing address of the principal office of the Corporation is in Waukesha County at 205 Bishops Way, Brookfield, Wisconsin 53005.

9. PERMANENT PRINCIPLE

Article 6(c) is a Permanent Principle, as such term is defined in Section 9.0 of the Membership Agreement and shall be subject to the terms and conditions of Section 9.8 of the Membership Agreement. The Permanent Principles in Sections 9.0, 9.1, 9.4, 9.5 and 9.8 of the Membership Agreement are incorporated herein by reference.

10. AMENDMENT:

These Amended & Restated Articles of Incorporation may only be amended with the approval of the Sole Member.

This document was drafted by:¹

[NAME]

[Address]

¹ The "drafted by" block is required by (1) Wis. Stat. § 182.01(3) for certain documents filed with DFI, but it probably is not incorporated by reference for documents filed with OCI (see OCI's draft articles of dissolution at 61389066, which did not include this block); and (2) § 59.43(5) for filing with a Register of Deeds if the document relates to an interest in real estate.

EXHIBIT C

AMENDED AND RESTATED BYLAWS

SEE ATTACHED

**COMMUNITY CARE HEALTH PLAN,
INC.**

**SECOND AMENDED &
RESTATED BYLAWS**

**PASSED AND EXECUTED
[]**

**EFFECTIVE
[]**

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¹ Note to Draft: To be updated.
QB\91882930.3

COMMUNITY CARE HEALTH PLAN, INC.
SECOND AMENDED & RESTATED BYLAWS

Article I - Corporate Headquarters

Section 1. Community Care Health Plan, Inc. (the “Corporation”) shall maintain its corporate headquarters and principal place of business at the following address:

205 Bishops Way
Brookfield, WI 53005

Article II - Membership

Section 1. **Sole Member.** Community Care, Inc., a Wisconsin nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Sole Member”) shall be the sole member of the Corporation.

Section 2. **Voting.** The Sole Member shall have all voting and other rights and interests as set forth or referred to pursuant to the provisions of chapter 613 of the Wisconsin Statutes, the Wisconsin Service Insurance Corporation Law (the “WSICL”).

Section 3. **Action by Sole Member Without a Meeting.** Any action required or permitted by the WSICL, the Articles or these Bylaws to be taken by the Sole Member may be taken without a meeting if the action is evidenced by written consent describing the action taken and is signed by a duly authorized officer of the Sole Member and delivered to the Board for filing with the Company records. Action taken under this Section 3 of this Article II is effective when the Sole Member signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date.

Article III - Directors

Section 1. **Number.** The total number of Directors on the Board shall be determined by the Sole Member and shall be not less than three (3) or more than nine (9).

Section 2. **General Powers.** Except as otherwise reserved to the Sole Member or otherwise provided in the Articles, these Bylaws or pursuant to the WSICL, the powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board. The Corporation is organized as a Wisconsin nonprofit corporation under the WSICL for the purposes described in the Corporation’s Articles.

Section 3. **Qualifications of Directors.** The Directors shall possess such qualifications as the Sole Member shall adopt from time to time. Directors need not be residents of the State of Wisconsin and need not be a member of the Corporation.

Section 4. **Election and Removal of Directors; Vacancies.** The Sole Member shall have the

power to elect, remove (with or without cause) or fill any vacancy on the Board, which powers may be exercised and evidenced pursuant to applicable law; . Any removal of a director shall be reported to the Commissioner immediately together with a statement of the reasons for the removal.

Section 5. **Resignations.** Any Director may resign at any time by giving written notice to the Chair of the Board. Acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

Section 6. **Terms.** Each Director shall hold office for a term of one (1) year, or, if a Director holds office by virtue of such Director's position with the Corporation or the Sole Member or any of its affiliates, such Director shall hold office during such Director's tenure in such position. Each Director shall hold office until either such Director's successor is elected and qualified or such Director's earlier resignation, removal from office, or death. The term of each Director, if applicable, shall commence on January 1 and expire on December 31.

Article IV - Meetings of Directors

Section 1. **Meetings.** Meetings of the Directors may be called by the Chair or any two (2) Directors, by written notice given at least ten (10) calendar days before the date of such meeting to each Director. Notice shall be by personal delivery, U.S. mail, email, or any other electronic communication and shall include confirmation of the date of receipt. Notice of the time, place and purpose of any such meeting may be waived in writing, either before or after the holding of such meeting, by any Director. Such waiver shall be filed with or entered upon the records of such meetings. The attendance of any Director at any meeting of the Directors without protest, prior to or during the meeting, shall be deemed to be a waiver by such Director of notice of such meeting.

Section 2. **Quorum and Voting.** A majority of the Directors in office shall be necessary to constitute a quorum for a meeting of the Directors. If at any meeting of the Directors, there shall be present less than a quorum, a majority of those present may adjourn the meeting from time-to-time without notice other than announcement of such meeting, until a quorum shall attend. The action of a majority of the Directors present at a meeting at which quorum is present is an act of the Board unless a greater number is required by the Articles of Incorporation, these Amended & Restated Bylaws or applicable law.

Section 3. **Action Without Meeting.** Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken without a meeting with the affirmative written vote or approval of all of the Directors who would be entitled to notice of a meeting for such purpose. Any transmission by authorized communications equipment that contains an affirmative vote or approval of the Directors is a signed writing for the purposes of this section. Any such writing or writings shall be filed with or entered on records of the Corporation.

Section 4. **Place of Meetings.** Meetings of the Directors may be held at any place within or without the State of Wisconsin.

Section 5. **Attendance at Meetings.** Meetings of the Directors may be conducted in-person, telephonically, or by any other means of remote communication and participation in any such meeting shall constitute presence at such meeting.

Section 6. **Presumed Assent.** A Director who is present at a meeting during which the Board takes an action shall be presumed to have assented to the action taken unless such Director's contrary vote is recorded, such Director's recusal due to a conflict of interest is entered into the minutes of the meeting, or such Director files such Director's written dissent to the action with the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 7. **Conduct of Meetings.** The Chair may establish procedures and rules for the fair and orderly conduct of any meeting, including, without limitation, adoption of an agenda, establishing the order of business at the meeting, and recessing and adjourning the meeting for the purposes of tabulation votes and receiving the results thereof.

Article V - Officers

Section 1. **Officers; Appointment; Terms.** The officers of the Corporation shall be a Chair, President, Treasurer, Secretary, and such other officers as the Board may deem necessary. One person may hold more than one officer position. With the exception of the Chair, who shall be designated by office, the officers shall be appointed by the Board at each annual meeting of the Board and may be removed, with or without cause, by the Board. Each officer shall hold office until such officer's successor is duly elected and qualified, or until resignation, removal or death. Any removal of a principal officer shall be reported to the Commissioner immediately together with a statement of the reasons for removal.

Section 2. **Chair.** The Chair shall preside at all meetings of the Directors, sign the records thereof, and perform generally all the duties usually performed by presiding officers of similar corporations, and such other and further duties as shall be from time to time required of the Chair by the Directors.

Section 3. **President.** Subject to the direction of the Board, the President shall, in general, supervise and manage all of the business and affairs of the Corporation. The President shall also perform generally all of the duties incident to the office of President and such other and further duties as shall be from time to time required of the President by the Chair or the Board.

Section 4. **Treasurer.** The Treasurer shall not be required to give a bond for the faithful discharge of the Treasurer's duties, unless otherwise required by law or determined by the Board and then in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; (c) deposit all such moneys in the name of the Corporation in the banks, trust companies, or other depositories of the Corporation; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as

from time to time may be assigned to the Treasurer by the President or by the Board.

Section 5. **Secretary.** The Secretary shall (a) keep the minutes of the Board's and Board Committee's meetings in one or more books provided for that purpose; (b) be custodian of the corporate records of the Corporation; (c) be responsible for maintaining and updating the Corporation's governance documents as deemed necessary or directed by the Board; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

Section 6. **Assistant Officers.** The Board may appoint such assistant officers as it desires necessary to support and fulfill the duties of the officers, including but not limited to, an Assistant Treasurer and/or Assistant Secretary.

Article VI - Committees

The following committees of CareSource, the sole member of the Sole Member shall have full authority as committees of the Corporation (each, a "Committee") to act on behalf of the Corporation to the extent permitted by applicable law:

- Audit Committee
- Risk Committee
- Compensation Committee

Each Committee's duties, responsibilities, and membership shall be defined by the respective Committee's charter.

Article VII - Indemnity

Section 1. **Indemnification.**

- a) Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed cause of action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than a suit by or in the right of the Corporation) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Corporation; or is or was serving at the request of the Corporation as a Director, officer, employee or agent or another corporation, partnership, joint venture, trust or other enterprise; shall be indemnified by the Corporation for expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such cause of action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was not unlawful. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea *a nolo contendere* or its equivalent, shall not, of itself, create a presumption

that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was not unlawful.

- b) Any person who was a party, is a party, or is threatened to be made a party to any threatened, pending, or completed cause of action or suit, criminal proceeding, investigative action, or administrative action, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Corporation against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation. However, no indemnification shall be made in respect of any claims, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of such person's duty to the Corporation unless, and only to the extent that the court in which such action was brought shall determine, upon application, that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.
- c) Any indemnification under Section 1(a) and Section 1(b) of this Article VII (unless otherwise ordered by a court of competent jurisdiction) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1(a) and Section 1(b) of this Article VII. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion. Notwithstanding the provisions of Section 1(a) and Section 1(b) of this Article VII, to the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits, or otherwise, in defense of any action, suit or proceeding referred to in such sections, or in the defense of any claim, issue or matter therein such person shall, in any event, be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred in connection therewith.
- d) Expenses incurred in defending a civil action, criminal action, investigative action, administrative action, or any other action, suit, or proceeding may be paid by the Corporation before the final disposition of such action, suit, or proceeding. Such expenses may be authorized by the Board upon agreement by the Director, officer, employee or agent to repay any such

amount if it shall ultimately be determined that such person is not entitled to be indemnified in such amount by the Corporation.

- e) The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by any law of the State of Wisconsin, these Bylaws, any agreement, a vote of disinterested Directors, or otherwise, both as to action taken in such person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee or agent and such rights shall inure to the benefit of such person's heirs, executors, and administrators.
- f) The Corporation shall not indemnify a director or officer under this Article until at least thirty (30) days after notice to the Commissioner with full details of the proposed indemnification, unless the Commissioner has sooner approved the proposal.

Section 2. **Insurance.** The Corporation may, to the fullest extent then permitted by law and authorized by the Directors, purchase and maintain insurance on behalf of any person described in Section 1 of this Article VII against any liability asserted against and incurred by any such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability.

Article VIII - Conflicts of Interest

Section 1. **Conflicts of Interest.** The Board shall manage conflicts of interest and potential conflicts of interest that arise in accordance with the Conflict of Interest Policy adopted by the Board, as the same may be amended from time to time.

Article IX - Amendments

These Bylaws may be amended by the Board. Such amendments will become effective upon approval of the Commissioner (if required), or, if later, such time as determined by the Board.

Article X - Adoption of Bylaws

These Amended & Restated Bylaws have been adopted by the Corporation's sole member and the Board on [], at Dayton, Ohio. The Amended & Restated Bylaws become effective [].

COMMUNITY CARE, INC.

**AMENDED & RESTATED
BYLAWS**

**PASSED AND EXECUTED
[]**

**EFFECTIVE
[]**

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¹ Note to Draft: To be updated.

COMMUNITY CARE, INC.

AMENDED & RESTATED BYLAWS

Article I - Corporate Headquarters

Section 1. Community Care, Inc. (the “Corporation”) shall maintain its corporate headquarters and principal place of business at the following address:

205 Bishops Way
Brookfield, WI 53005

Article II - Membership

Section 1. **Sole Member.** CareSource, an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Sole Member”) shall be the sole member of the Corporation.

Section 2. **Voting.** The Sole Member shall have all voting and other rights and interests as set forth or referred to pursuant to the provisions of chapter 181 of the Wisconsin Statutes (the “Act”).

Section 3. **Action by Sole Member Without a Meeting.** Any action required or permitted by the Act, the Articles or these Bylaws to be taken by the Sole Member may be taken without a meeting if the action is evidenced by written consent describing the action taken and is signed by a duly authorized officer of the Sole Member and delivered to the Board for filing with the Company records. Action taken under this Section 3 of this Article II is effective when the Sole Member signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date.

Article III - Directors

Section 1. **Number.** The total number of Directors on the Board shall be determined by the Sole Member and shall be not less than three (3) or more than nine (9).

Section 2. **General Powers.** Except as otherwise reserved to the Sole Member or otherwise provided in the Articles, these Bylaws or the Act, the powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board. The Corporation is organized as a Wisconsin nonprofit corporation under the Act for the purposes described in the Articles.

Section 3. **Qualifications of Directors.** The Directors shall possess such qualifications as the Sole Member shall adopt from time to time. Directors need not be residents of the State of Wisconsin.

Section 4. **Election and Removal of Directors; Vacancies.** The Sole Member shall have the

power to elect, remove (with or without cause) or fill any vacancy on the Board, which powers may be exercised and evidenced pursuant to applicable law; provided, however, that the Chief Executive Officer of the Sole Member shall be a Director, with voting rights, for so long as such Chief Executive Officer holds such position with the Sole Member

Section 5. **Resignations.** Any Director may resign at any time by giving written notice to the Chair of the Board. Acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

Section 6. **Terms.** Each Director shall hold office for a term of one (1) year, or, if a Director holds office by virtue of such Director's position with the Corporation or the Sole Member or any of its affiliates, such Director shall hold office during such Director's tenure in such position. Each Director shall hold office until either such Director's successor is elected and qualified or such Director's earlier resignation, removal from office, or death. The term of each Director, if applicable, shall commence on January 1 and expire on December 31.

Article IV - Meetings of Directors

Section 1. **Meetings.** Meetings of the Directors may be called by the Chair or any two (2) Directors, by written notice given at least ten (10) calendar days before the date of such meeting to each Director. Notice shall be by personal delivery, U.S. mail, email, or any other electronic communication and shall include confirmation of the date of receipt. Notice of the time, place and purpose of any such meeting may be waived in writing, either before or after the holding of such meeting, by any Director. Such waiver shall be filed with or entered upon the records of such meetings. The attendance of any Director at any meeting of the Directors without protest, prior to or during the meeting, shall be deemed to be a waiver by such Director of notice of such meeting.

Section 2. **Quorum and Voting.** A majority of the Directors in office shall be necessary to constitute a quorum for a meeting of the Directors. If at any meeting of the Directors, there shall be present less than a quorum, a majority of those present may adjourn the meeting from time-to-time without notice other than announcement of such meeting, until a quorum shall attend. The act of a majority of the Directors present at a meeting at which quorum is present is an act of the Board.

Section 3. **Action Without Meeting.** Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken without a meeting with the affirmative written vote or approval of all of the Directors who would be entitled to notice of a meeting for such purpose. Any transmission by authorized communications equipment that contains an affirmative vote or approval of the Directors is a signed writing for the purposes of this section. Any such writing or writings shall be filed with or entered on records of the Corporation.

Section 4. **Place of Meetings.** Meetings of the Directors may be held at any place within or without the State of Wisconsin.

Section 5. **Attendance at Meetings.** Meetings of the Directors may be conducted in-person,

telephonically, or by any other means of remote communication and participation in any such meeting shall constitute presence at such meeting.

Section 6. **Presumed Assent.** A Director who is present at a meeting during which the Board takes an action shall be presumed to have assented to the action taken unless such Director's contrary vote is recorded, such Director's recusal due to a conflict of interest is entered into the minutes of the meeting, or such Director files such Director's written dissent to the action with the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 7. **Conduct of Meetings.** The Chair may establish procedures and rules for the fair and orderly conduct of any meeting, including, without limitation, adoption of an agenda, establishing the order of business at the meeting, and recessing and adjourning the meeting for the purposes of tabulation votes and receiving the results thereof.

Article V - Officers

Section 1. **Officers; Appointment; Terms.** The officers of the Corporation shall be a Chair, President, Treasurer, Secretary, and such other officers as the Board may deem necessary. One person may hold more than one officer position.
. With the exception of the Chair, who shall be designated by office, the officers shall be appointed by the Board at each annual meeting of the Board and may be removed, with or without cause, by the Board. Each officer shall hold office until such officer's successor is duly elected and qualified, or until resignation, removal or death.

Section 2. **Chair.** The Chief Executive Officer of the Sole Member shall serve as Chair for so long as such Chief Executive Officer holds such position with the Sole Member. The Chair shall preside at all meetings of the Directors, sign the records thereof, and perform generally all the duties usually performed by presiding officers of similar corporations, and such other and further duties as shall be from time to time required of the Chair by the Directors.

Section 3. **President.** Subject to the direction of the Board, the President shall, in general, supervise and manage all of the business and affairs of the Corporation. The President shall also perform generally all of the duties incident to the office of President and such other and further duties as shall be from time to time required of the President by the Chair or the Board.

Section 4. **Treasurer.** The Treasurer shall not be required to give a bond for the faithful discharge of the Treasurer's duties, unless otherwise required by law or determined by the Board and then in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; (c) deposit all such moneys in the name of the Corporation in the banks, trust companies, or other depositories of the Corporation; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as

from time to time may be assigned to the Treasurer by the President or by the Board.

Section 5. **Secretary.** The Secretary shall (a) keep the minutes of the Board's and Board Committee's meetings in one or more books provided for that purpose; (b) be custodian of the corporate records of the Corporation; (c) be responsible for maintaining and updating the Corporation's governance documents as deemed necessary or directed by the Board; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

Section 6. **Assistant Officers.** The Board may appoint such assistant officers as it desires necessary to support and fulfill the duties of the officers, including but not limited to, an Assistant Treasurer and/or Assistant Secretary.

Article VI - Committees

The following committees of the Sole Member shall have full authority as committees of the Corporation (each, a "Committee") to act on behalf of the Corporation to the extent permitted by applicable law:

- Audit Committee
- Risk Committee
- Compensation Committee

Each Committee's duties, responsibilities, and membership shall be defined by the respective Committee's charter.

Article VII - Indemnity

Section 1. **Indemnification.**

- a) Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed cause of action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than a suit by or in the right of the Corporation) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Corporation; or is or was serving at the request of the Corporation as a Director, officer, employee or agent or another corporation, partnership, joint venture, trust or other enterprise; shall be indemnified by the Corporation for expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such cause of action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was not unlawful. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea *a nolo contendere* or its equivalent, shall not, of itself, create a presumption

that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was not unlawful.

- b) Any person who was a party, is a party, or is threatened to be made a party to any threatened, pending, or completed cause of action or suit, criminal proceeding, investigative action, or administrative action, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Corporation against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation. However, no indemnification shall be made in respect of any claims, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of such person's duty to the Corporation unless, and only to the extent that the court in which such action was brought shall determine, upon application, that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.
- c) Any indemnification under Section 1(a) and Section 1(b) of this Article VII (unless otherwise ordered by a court of competent jurisdiction) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1(a) and Section 1(b) of this Article VII. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion. Notwithstanding the provisions of Section 1(a) and Section 1(b) of this Article VII, to the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits, or otherwise, in defense of any action, suit or proceeding referred to in such sections, or in the defense of any claim, issue or matter therein such person shall, in any event, be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred in connection therewith.
- d) Expenses incurred in defending a civil action, criminal action, investigative action, administrative action, or any other action, suit, or proceeding may be paid by the Corporation before the final disposition of such action, suit, or proceeding. Such expenses may be authorized by the Board upon agreement by the Director, officer, employee or agent to repay any such

amount if it shall ultimately be determined that such person is not entitled to be indemnified in such amount by the Corporation.

- e) The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by any law of the State of Wisconsin, these Bylaws, any agreement, a vote of disinterested Directors, or otherwise, both as to action taken in such person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee or agent and such rights shall inure to the benefit of such person's heirs, executors, and administrators.
- f) The Corporation shall not indemnify a director or officer under this Article until at least thirty (30) days after notice to the Commissioner with full details of the proposed indemnification, unless the Commissioner has sooner approved the proposal.

Section 2. **Insurance.** The Corporation may, to the fullest extent then permitted by law and authorized by the Directors, purchase and maintain insurance on behalf of any person described in Section 1 of this Article VII against any liability asserted against and incurred by any such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability.

Article VIII - Conflicts of Interest

The Board shall manage conflicts of interest and potential conflicts of interest that arise in accordance with the Conflict of Interest Policy adopted by the Sole Member, as the same may be amended from time to time.

Article IX - Amendments

These Amended & Restated Bylaws may be amended by the Board.

Article X - Adoption of Bylaws

These Amended & Restated Bylaws have been adopted by the Board on [], at Dayton, Ohio. The Amended & Restated Bylaws become effective [].

EXHIBIT D

ESCROW AGREEMENT

SEE ATTACHED

ESCROW AGREEMENT

This Escrow Agreement (this “Agreement”) made and entered into as of [●], 20__ (the “Effective Date”), between CARESOURCE, an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“CareSource”), [[NEWCO], a Wisconsin nonprofit corporation (“[Newco]”), and UMB Bank, N.A., as Escrow Agent, a national banking association organized and existing under the laws of the United States of America (the “Escrow Agent”).

RECITALS

A. CareSource and COMMUNITY CARE, INC., a Wisconsin nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“Community Care”), have entered into a certain Affiliation Agreement dated as of [●], 2024 (the “Affiliation Agreement”) which contains the certain post-closing covenants and promises by Community Care and its affiliates (“CCI”) in favor of CareSource. Capitalized terms used in this Agreement and not otherwise defined will have the meanings attributed to them in the Affiliation Agreement, unless the context indicates otherwise.

B. Pursuant to the Affiliation Agreement, [Newco] has been created to serve as the recipient of the Cash Payment and to fulfill certain duties, subject to the terms, conditions, rights, and restrictions under the Affiliation Agreement.

C. The Affiliation Agreement provides that CareSource shall deposit on behalf of [Newco] the Escrowed Funds (as defined below) in a segregated escrow account (the “Escrow Account”) to be held by Escrow Agent for the purpose of (i) securing the Purchase Price Adjustment obligations of [Newco] under Section 1.4(d) of the Affiliation Agreement and (ii) securing the indemnification obligations of [Newco] under Article VII of the Affiliation Agreement.

D. CareSource and [Newco] (each, a “Party”, and collectively, the “Parties”) desire that UMB Bank, N.A. act as Escrow Agent to said Agreement, and Escrow Agent is willing to act in such capacity.

AGREEMENT

NOW, THEREFORE, the Parties and Escrow Agent agree to the terms of this Agreement as follows:

1. Commencement of Duties. CareSource, simultaneously with the execution and delivery of this Agreement, shall transfer to the Escrow Agent the aggregate sum of [●] Dollars (\$●) (the “Escrowed Funds”) consisting of [●] Dollars (\$●)¹ (such amount, together with income earned thereon, the “Purchase Price Adjustment Escrow Fund”) and [●] Dollars (\$●)² (such amount, with

¹ To Be Determined

² To Be Determined

income earned thereon, the “Indemnification Escrow Fund”). The Purchase Price Adjustment Escrow Fund and the Indemnification Escrow Fund shall be held separately in subaccounts (each, a “Subaccount”) within the Escrow Account and shall not be comingled. Upon execution of this Agreement by the Parties and the Escrow Agent, the duties and obligations of each of the parties to this Agreement will commence.

2. Disbursements of the Escrowed Funds.

- (a) The Escrow Agent shall not distribute or release the Escrowed Funds except in accordance with the express terms and conditions of this Agreement. The Escrow Agent shall only disburse amounts from the Escrowed Funds pursuant to (a) written instructions delivered to the Escrow Agent and signed by all Parties (“Joint Written Direction”), or (b) a final, non-appealable order, judgment or decree of a court of competent jurisdiction (an “Order”) delivered to the Escrow Agent (with a concurrent copy to the non-prevailing Party) by the prevailing Party with a written statement that such Order is final and non-appealable. Upon receipt of the Joint Written Direction or Order, the Escrow Agent shall disburse Escrow Funds as provided in such Joint Written Direction or Order, as applicable, and this Section 2. The Joint Written Direction shall include (i) the amount to be disbursed, (ii) the Subaccount from which to disperse the amount, (iii) the party or parties to whom the disbursement shall be made, and (iv) the wire or other payment instructions to such disbursement. All disbursements made pursuant to this Section 2(a) shall be made in accordance with such payment instructions set forth in such Joint Written Direction or Order, and will be made by Escrow Agent on the same Business Day (as defined below) as the Escrow Agent receives such Joint Written Direction or Order, or the next Business Day if such Joint Written Direction is received by Escrow Agent after 12:00 p.m. Eastern Time. As used herein, “Business Day” shall mean any day other than a Saturday, Sunday or any other day on which banking institutions located in Michigan are authorized or obligated by law to close. With respect to any Joint Written Direction, each Party (i) certifies that such Party has reviewed such Party’s wire instructions set forth in such Joint Written Direction to confirm such Party’s wire instructions are accurate, and (ii) agrees such Party will not seek recourse from the Escrow Agent as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

- (b) [REDACTED] days following the date hereof, the Parties shall execute and deliver to Escrow Agent a Joint Written Direction instructing Escrow Agent to disburse all remaining funds in the Purchase Price Adjustment Escrow Account that have not been released prior to such date.

- (c) [REDACTED] the Parties shall execute and deliver to Escrow Agent a Joint Written Direction instructing Escrow Agent to disburse all remaining funds in the Indemnification Escrow Account that have not been released prior to such date.
- (d) Any Order delivered under this Section 2 shall be accompanied by a certificate of the presenting Party that such Order is final and non-appealable and from a court of competent jurisdiction, upon which opinion the Escrow Agent shall be entitled to conclusively rely without further investigation. Any Party requesting the disbursement of funds from the Escrow Account pursuant to this Section 2 with respect to such Order shall include with its delivery of such certificate to the Escrow Agent wire instructions to which the Escrow Agent is instructed to release the funds. With respect to such an Order, the Party requesting the disbursement of funds shall (i) certify they have reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, and (ii) agree they will not seek recourse from the Escrow Agent as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

3. Escrowed Funds. Upon receipt of the Escrowed Funds, the Escrow Agent shall hold the Escrowed Funds in escrow pursuant to the terms of this Agreement. Until such time as the Escrowed Funds shall be distributed by the Escrow Agent as provided herein, unless the Escrow Agent is otherwise directed in writing in a joint written investment direction signed by the Parties, the Escrowed Funds shall be invested and reinvested by the Escrow Agent in UMB CT Deposit Plus Money Market Account. The parties hereto acknowledge that the Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.

- (a) The Escrow Agent shall be entitled to sell or redeem any such investment as necessary to make any distributions required under this Agreement and shall not be liable or responsible for any loss resulting from any such sale or redemption. The Escrow Agent shall provide trade confirmations and Escrow Account statements to the parties at no additional cost upon any party's written request.
- (b) Income, if any, resulting from the investment of the Escrowed Funds in each of the Subaccounts shall be retained by the Escrow Agent and shall be considered, for all purposes of this Agreement, to be part of the Escrowed Funds and shall be added to the respective Subaccount.

4. Duties of the Escrow Agent. The Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent has no fiduciary or discretionary duties of any kind. The Escrow Agent is not a party to, or bound by, the Affiliation Agreement or any other agreement among the other parties hereto, and the Escrow Agent's duties shall be determined solely by reference to this Agreement. The Escrow Agent shall have no duty to enforce any obligation of any person, other than as provided herein. The Escrow Agent shall

[REDACTED]

be under no liability to anyone by reason of any failure on the part of any party hereto or any maker, endorser or other signatory of any document or any other person to perform such person's obligations under any such document.

5. Liability of the Escrow Agent; Indemnification. The Escrow Agent acts hereunder as a depository only. The Escrow Agent is not responsible or liable in any manner for the sufficiency, correctness, genuineness, or validity of this Agreement or with respect to the form of execution of the same. The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person(s). The Escrow Agent shall not be held liable for any error in judgment made in good faith by an officer or employee of the Escrow Agent unless it shall be proved that the Escrow Agent was grossly negligent in ascertaining the pertinent facts, or acted intentionally in bad faith. The Escrow Agent shall not be bound by any notice of demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, pandemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrowed Funds, any account in which Escrowed Funds are deposited, this Agreement or any other agreement, or to appear in, prosecute or defend any such legal action or proceeding.

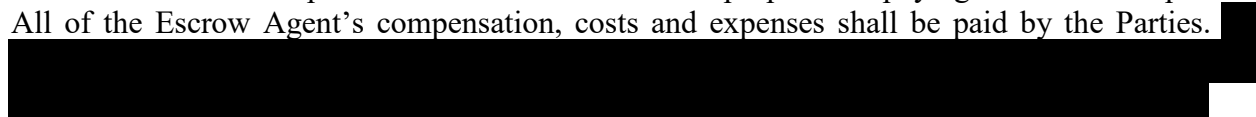
The Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel.

The Escrow Agent shall not be responsible, may conclusively rely upon and shall be protected, indemnified and held harmless by the Parties, acting jointly and severally, for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of any document or property received, held or delivered by it hereunder, or of the signature or endorsement thereon, or for any description therein; nor shall the Escrow Agent be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document, property or this Agreement.

In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the Escrowed Funds, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation.

The Parties, jointly and severally, hereby agree to indemnify the Escrow Agent and each direction, officer, employee, attorney, agent and affiliate of the Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred in connection herewith without gross negligence, or willful misconduct on the part of the Escrow Agent, including without limitation legal or other fees arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including without limitation the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. As between the Parties, CareSource, on the one hand, and Newco, on the other hand, shall each pay one-half (1/2) of Escrow Agent's losses, liabilities or expenses due to the Escrow Agent pursuant to the foregoing sentence; provided, however, that in the event it is determined pursuant to an Order that either CareSource, on the one hand, or Newco, on the other hand, is more than 50% responsible for such losses, liabilities or expenses incurred by the Escrow Agent, then CareSource or Newco, as applicable, shall be liable for such percentage owed to the Escrow Agent that corresponds to such determined allocation of responsibility between the Parties. The Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that the Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, subject to no further appeal. Such indemnity shall survive the termination or discharge of this Agreement or resignation of the Escrow Agent.

6. The Escrow Agent's Fee. Escrow Agent shall be entitled to fees and expenses for its regular services as Escrow Agent as set forth in Exhibit A attached hereto. Additionally, Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. Escrow Agent shall have a first lien upon all Escrowed Funds for the purposes of paying its fees and expenses. All of the Escrow Agent's compensation, costs and expenses shall be paid by the Parties.



7. Security Interests. No party to this Agreement shall grant a security interest in any monies or other property deposited with the Escrow Agent under this Agreement, or otherwise create a lien, encumbrance or other claim against such monies or borrow against the same.

8. Dispute. In the event of any disagreement between the undersigned or the person or persons named in the instructions contained in this Agreement, or any other person, resulting in adverse claims and demands being made in connection with or for any papers, money or property involved herein, or affected hereby, the Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any person named in such instructions for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until it receives a Joint Written Direction or Order resolving such dispute, adverse claims, or demands.

9. Resignation of Escrow Agent. Escrow Agent may resign or be removed, at any time, for any reason, by written notice of its resignation or removal to the proper parties at their respective

addresses as set forth herein, at least 30 days before the date specified for such resignation or removal to take effect; upon the effective date of such resignation or removal:

(a) All cash and other payments and all other property then held by the Escrow Agent hereunder shall be delivered by it to such successor Escrow Agent as may be designated in writing by the Parties, whereupon the Escrow Agent's obligations hereunder shall cease and terminate;

(b) If no such successor Escrow Agent has been designated by such date, all obligations of the Escrow Agent hereunder shall, nevertheless, cease and terminate, and the Escrow Agent's sole responsibility thereafter shall be to keep all property then held by it and to deliver the same to a person designated in a Joint Written Direction or Order.

(c) Further, if no such successor Escrow Agent has been designated by such date, the resigning or removed Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor agent. In such instance, the resigning or removed Escrow Agent shall pay into court all monies and property deposited with Escrow Agent under this Agreement.

10. Notices. All notices, demands and requests required or permitted to be given under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt, if (i) personally delivered, (ii) sent by telecopy and confirmed by phone (iii) mailed by registered or certified mail, with return receipt requested, or (iv) by email transmission (with confirmation of delivery), delivered as follows:

(1) If to CareSource:

CareSource
230 North Main Street
Dayton, OH 45402
Attn: [REDACTED]
Email: [REDACTED]

With a copy to (which shall not constitute notice):

Dickinson Wright PLLC
200 Ottawa Avenue NW, Suite 900
Grand Rapids, Michigan 49503
Attn.: John T. Schuring
Email: jschuring@dickinsonwright.com

(2) If to [Newco]

[●]

With a copy to (which shall not constitute notice):

Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53233
Attn.: Bruce G. Arnold; Remy P. Fesquet
Email: bruce.arnold@huschblackwell.com;
remy.fesquet@huschblackwell.com

(3) If to the Escrow Agent:

UMB Bank, N.A.
Attn: Sveta Akhmedova
2 South Broadway, Suite 600
St. Louis, MO 63102
Telephone: 314.612.8229
Facsimile: 314.612.8499
Sveta.Akhmedova@umb.com

And to:

Attn: Jason Fry
Mobile: 616.350.0301
Jason.fry@umb.com

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin without regard to the principles of conflicts of law.

12. Binding Effect; Benefit. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

13. Modification. This Agreement may be assigned, amended, modified or terminated at any time by a writing executed by all Parties and the Escrow Agent.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means.

15. Headings. The section headings contained in this Agreement are inserted for convenience only, and shall not affect in any way, the meaning or interpretation of this Agreement.

16. Severability. This Agreement constitutes the entire agreement among the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No failure or delay of the Escrow Agent in exercising any right, power or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise

of any right, power or remedy preclude any other or further exercise of any right, power or remedy. In the event that any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

17. Earnings Allocation; Tax Matters; Regulatory Compliance. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to [Newco]. The Parties agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, “Tax Reporting Documentation”) at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the “Acts”), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by their respective duly authorized representatives, all effective as of the date first above written.

CARESOURCE

By: _____
Name: Erhardt H. Preitauer
Title: President & Chief Executive Officer

[NEWCO]

By: _____
Name: [●]
Title: [●]

ESCROW AGENT:

UMB BANK, N.A., solely as Escrow Agent

By: _____
Name: [●]
Title: [●]

EXHIBIT A

ESCROW FEES AND EXPENSES

Acceptance Fee

Review Escrow Agreement and establish Escrow Account [●]

Annual Fee (per year or part thereof)

Maintain Escrow Account (and Subaccounts) [●]

Fees specified are for the regular, routine services contemplated by the Escrow Agreement, and any additional or extraordinary services, including, but not limited to disbursements involving a dispute or arbitration, or administration while a dispute, controversy or adverse claim is in existence, will be charged based upon time required at the then standard hourly rate. In addition to the specified fees, all expenses related to the administration of the Escrow Agreement (other than normal overhead expenses of the regular staff) such as, but not limited to, travel, postage, shipping, courier, telephone, facsimile, supplies, legal fees, accounting fees, etc., will be reimbursable. Acceptance and first year annual fees will be payable at the initiation of the escrow and annual fees will be payable in advance thereafter. Other fees and expenses will be billed as incurred.

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

SEE ATTACHED

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Agreement**”), effective as of _____ 20____ (the “**Effective Date**”), is by and between Community Care, Inc., a Wisconsin nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“**Assignor**”), and Community Care Health Plan, Inc., a Wisconsin nonprofit insurance corporation organized under Chapter 613 of the Wisconsin statutes and an entity exempt from federal income taxation as described in Section 501(c)(4) of the Code (“**Assignee**”).

BACKGROUND

Assignor is the sole member of Assignee.

Assignor and CareSource, an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“**CareSource**”) are parties to that certain Affiliation Agreement dated September ____, 2024 (the “**Affiliation Agreement**”) pursuant to which, at the Closing, CareSource and Assignor shall consummate the Affiliation.

The Affiliation Agreement requires that, in order to satisfy DHS requirements, effective immediately before the Closing, Assignor shall assign, convey and transfer to Assignee, and Assignee will assume,

- (i) the DHS Contracts, thereby effectuating the DHS Contract Assignment, and
- (ii) all other assets of Assignor relating to the DHS Contracts.

DHS has consented to the DHS Contract Assignment.

AGREEMENT

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

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Affiliation Agreement.

2. Assignment and Assumption. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee the DHS Contracts and all other assets of Assignor relating to the DHS Contracts. Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the DHS Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the DHS Contracts accruing on and after the Effective Date.

3. Effective Time. The transactions contemplated by this Agreement shall be deemed to have been made on the Effective Date, immediately prior to the Closing.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

COMMUNITY CARE, INC.

By: _____

Name: Kenneth Munson

Title: Chief Executive Officer

**COMMUNITY CARE HEALTH PLAN,
INC.**

By: _____

Name: Kenneth Munson

Title: Chief Executive Officer

EXHIBIT F

R&W INSURANCE POLICY

SEE ATTACHED

R&W Binder

Date	September 17, 2024
Policy Number	FS412024US
Named Insured	CareSource

I. Insurance Policy:

- A. Buyer-Side Representations and Warranties Insurance Policy dated as of September 17, 2024 issued by Fusion Specialty Americas Insurance Services, LLC on behalf of (i) Houston Specialty Insurance Company with a participation of 26.67%, (ii) Canopus US Insurance, Inc. with a participation of 26.67%, (iii) HDI Global Specialty SE with a participation of 26.67% , (iv) Antares Syndicate 1274 - UMR B0775TF437A24 with a participation of 13.33%, (v) Renaissance Re Syndicate 1458 – UMR B0775TF437A24 with a participation of 6.66% (collectively, the “Insurer”) in favor of the Named Insured as set forth above (the “Insurance Policy”) which shall be deemed incorporated by reference as if fully set-forth herein. In the event of a conflict between this R&W Binder and the Insurance Policy, the Insurance Policy shall govern.

II. Policy Terms:

- A. Policy Limits:
1. Per claim: \$USD [REDACTED]
 2. Aggregate: \$USD [REDACTED]
- B. Retention: USD [REDACTED] in the aggregate for the Policy Term for Covered Losses. Subject to Section IV.B.ii of the Insurance Policy, to the extent that the then-remaining Retention is greater than USD [REDACTED] on the one-year anniversary of the Closing Date, the Retention shall be reduced to USD [REDACTED] in the aggregate, on such date.
- C. Fees:
1. Premium: USD [REDACTED]; provided, that if the Closing has not occurred on or prior to the date that is 270 days after the date of Inception (the “9-Month Anniversary”), the Premium shall be increased by USD [REDACTED] for each 30-day period that passes after the 9-Month Anniversary until the Closing.
- D. Inception Date: September 17, 2024



E. Expiration Date: [•]¹ (“Expiration Date”); the Expiration Date with respect to Extended Representations, **the Tax Representations** and the Pre-Closing Tax Indemnity shall be [•]².

III. Conditions of Issuance

- A. The AFFILIATION AGREEMENT dated effective as of September 17, 2024 by and between Community Care, Inc., a Wisconsin nonprofit corporation and CareSource, an Ohio nonprofit corporation.
- B. Payment of the above-stated Premium and delivery to the Insurer of the fully-executed Agreement and a true, accurate and complete set of all closing deliverables as contemplated by the Agreement are conditions precedent to the effectiveness of the Insurance Policy.

A handwritten signature in dark ink, appearing to read "David Rogers", is centered above a horizontal line.

Underwriter's Signature: _____

Name: David Rogers

Title: Director, Fusion Specialty Americas Insurance Services, LLC

¹ The three-year anniversary from Closing.

² The six-year anniversary from Closing.



FUSION SPECIALTY AMERICAS INSURANCE SERVICES LLC

BUYER-SIDE REPRESENTATIONS AND WARRANTIES INSURANCE POLICY

NOTICE: THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

NOTICE: DEFENSE COSTS AND PROSECUTION COSTS COVERED UNDER THIS POLICY ARE PART OF LOSS AND AS SUCH ARE SUBJECT TO AND ERODE THE RETENTION AND THE LIMIT OF LIABILITY.

NOTICE: THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. NOTWITHSTANDING THE FOREGOING, IF THE RETENTION HAS BEEN COMPLETELY EXHAUSTED, THEN, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, THE INSURER SHALL REIMBURSE THE INSURED FOR DEFENSE COSTS AND PROSECUTION COSTS COVERED UNDER THIS POLICY.

DECLARATIONS

Policy Number: FS412024US

1. Named Insured: CareSource

Address:

230 North Main Street

Dayton, OH 45402

Attn: Edward L. Stubbers, Chief Legal Officer

Email: Edward.Stubbers@CareSource.com

State of Formation: Ohio

Additional Insureds: Affiliates and subsidiaries of the Named Insured (other than the Named Insured), and each of their respective direct or indirect, current, past or future, equityholders, parents, stockholders, owners, beneficiaries, successors, assigns, managers, members, partners, general partners, officers, directors, Representatives and employees (other than any third-party agents or representatives, including legal counsel, accountants, and financial advisors).

Collectively, the Named Insured, the Additional Insureds and their respective successors and permitted assigns shall be referred to herein as the “Insured(s)”.

2. Policy Term: From September 17, 2024 (“Inception”) and expiring on [•]¹; provided, however, that (1) the Expiration Date with respect to Extended Representations, the Tax Representations and the Pre-Closing Tax Indemnity shall be [•]².
3. Limit of Liability: USD [REDACTED] in the aggregate for the Policy Term.
4. Retention: USD [REDACTED] in the aggregate for the Policy Term. Subject to Section IV.B.ii of this Policy, to the extent that the then-remaining Retention is greater than [REDACTED] on the first (1st) anniversary of the Closing Date (the “Retention Dropdown Date”), the Retention shall be reduced to [REDACTED] (the “Dropdown Retention”), in the aggregate, on such date.
5. Premium: USD [REDACTED] provided, that if the Closing has not occurred on or prior to the date that is 270 days after the date of Inception (the “9-Month Anniversary”), the Premium shall be

¹ The three-year anniversary from Closing.

² The six-year anniversary from Closing.



increased by USD [REDACTED] for each 30-day period that passes after the 9-Month Anniversary until the Closing.

The Premium is inclusive of a 15% brokerage commission. The Premium is exclusive of any applicable surplus lines, self-procurement or premium tax and any other applicable excise or other similar tax, fee or surcharge, which tax, fee or surcharge shall not include any tax imposed on or measured by any income of the Insurer. It is the Insureds' responsibility to pay any such applicable amount.

6. Insurance Broker: Marsh USA LLC
1166 Avenue of the Americas, 43rd Floor
New York, NY 10036
7. Acquisition Agreement: The AFFILIATION AGREEMENT dated effective as of September 17, 2024 by and between Community Care, Inc., a Wisconsin nonprofit corporation and CareSource, an Ohio nonprofit corporation.
8. Insurer: The obligations of each individual insurer are limited to the extent of its Coinsurance Percentage of Loss up to its Coinsurance Limit of Liability. Each Coinsurer's percentage of Loss to its Coinsurer's Limit of Liability being: (i) Houston Specialty Insurance Company with a participation of 26.67%, (ii) Canopus US Insurance, Inc. with a participation of 26.67%, (iii) HDI Global Specialty SE with a participation of 26.67%, (iv) Antares Syndicate 1274 - UMR B0775TF437A24 with a participation of 13.33%, (v) Renaissance Re Syndicate 1458 - UMR B0775TF437A24 with a participation of 6.66%.
9. Underwriting Representative: Fusion Specialty Americas Insurance Services LLC, as underwriting agent of the Insurer. Underwriting Representative is not an Insurer and will not be liable for payment of any Loss. In consultation with the Insurer, the Underwriting Representative will assist in the investigation of any claim under this Policy.
10. Exhibits
 - Exhibit A – Acquisition Agreement
 - Exhibit B – Deal Team Members
 - Exhibit C-1 – No Claims Declaration – Inception
 - Exhibit C-2 – No Claims Declaration – Closing
 - Exhibit D – Claim Notice
 - Exhibit E – Ancillary Documents
 - Exhibit F – Schedule of Lloyd's Provisions



This Policy shall not be valid unless signed by a duly appointment representative of the Insurer.

Name: David Rogers, Director of Fusion Specialty Americas Insurance Services LLC

This Policy is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. The Insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.



Buyer-Side Representations and Warranties Insurance Policy

In consideration for and subject to the payment of the Premium, and subject to the terms and conditions of this Policy, the Insurer and the Insureds each agree as follows:

I. INSURING AGREEMENT

Subject to the terms and conditions of this Policy, the Insurer shall indemnify and reimburse the Insureds for, or pay on their behalf, Loss covered arising from or in connection with a Breach or Third Party Claim in excess of the Retention that the Insureds report to the Insurer or the Underwriting Representative (on behalf of the Insurer) in accordance with Section V.A and subject to Section V.F of this Policy only and up to the aggregate Limit of Liability.

II. DEFINITIONS

The capitalized terms used but not defined in this Policy (including the Declarations) shall have the meaning assigned to such term in the Acquisition Agreement. As used in this Policy, the following terms have the meanings set forth below:

- A. “Acquisition Agreement” means the Affiliation Agreement identified in Declaration No. 7, including the disclosure schedules and any related exhibits, schedules, endorsements, certificates or side letters attached thereto. An executed copy of the Acquisition Agreement is attached as Exhibit A.
- B. “Actual Knowledge” means (i) with respect to a particular fact, event, or condition that the relevant person has an actual conscious awareness of such fact, event or condition, and (ii) with respect to a Breach, that such person has an actual conscious awareness (x) of the underlying fact, event or condition and (y) that such underlying fact, event or condition actually constitutes a Breach, and (iii) with respect to a Third Party Claim or Loss, that such Specified Person has actual, conscious awareness of such Third Party Claim or Loss. Actual Knowledge does not include any constructive, implied, or imputed knowledge of a person, nor does it include any actual, constructive, or imputed knowledge of any outside advisor, consultant or agent of such person, nor does it require any duty or obligation of inquiry. The Underwriting Representative shall bear the burden of proving that any such person had Actual Knowledge of any underlying fact, event or condition, of any Breach and of any Third Party Claim or Loss.
- C. “Additional Insureds” means the persons or entities identified in Declaration No. 1.
- D. “Ancillary Documents” means any certificate, instrument, document or agreement delivered pursuant to the Acquisition Agreement on or prior to the Closing Date or that is listed on Exhibit E attached hereto.
- E. “Approved Firm” means Dickinson Wright PLLC.

- F. “Breach” means, as of the date of the execution of the Acquisition Agreement:
- (i) any breach of, inaccuracy in, or misrepresentation with respect to, any of the representations and warranties set forth in Article 3 of the Acquisition Agreement;
 - (ii) any amounts incurred by the Insureds for which the Insureds are entitled to indemnification pursuant to the Pre-Closing Tax Indemnity;

in each case regardless of whether the Insureds have remedies available in respect of such matters in the Acquisition Agreement or otherwise.

Breach shall be determined without regard to the deductible, de minimis and aggregate limitation provisions, the indemnification procedures, and the survival limitations of the Acquisition Agreement. For purposes of determining whether any Breach has occurred, any “material,” “materiality,” “Material Adverse Effect,” or similar qualifications limiting the scope of the representations and warranties shall be disregarded. For the further avoidance of doubt, the representations and warranties described above in clauses (i) and (ii) shall be deemed to survive until the end of the Policy Term for purposes of determining a Breach under this Policy.

- G. “Claim Notice” has the meaning set forth in Section V.A of this Policy.
- H. “Closing” has the meaning assigned to such term in the Acquisition Agreement.
- I. “Closing Date” has the meaning assigned to such term in the Acquisition Agreement.
- J. “Covered Losses” has the meaning set forth in Section IV.B.i of this Policy.
- K. “Deal Team Members” means those individuals identified on Exhibit B attached hereto.
- L. “Defense Costs” means any reasonable fees, costs, charges, disbursements, and expenses (including the reasonable fees, costs, charges, disbursements, and expenses of attorneys, accountants, brokers, consultants, experts and other professionals) incurred by or on behalf of the Insureds in the investigation, adjustment, defense, litigation, negotiation, settlement, or appeal of (i) any Third Party Claim and the prosecution of any counterclaims or cross-claims in connection with such defense, arising out of the same facts and circumstances, as well as any reasonable fees, costs and expenses payable to the Approved Firm in connection with the foregoing, or (ii) any potential Third Party Claim, including, for the avoidance of doubt, any such fees, costs and expenses incurred in the investigation of the facts and circumstances underlying such Third Party Claim or potential Third Party Claim, but only if made and reported to the Underwriting Representative in accordance with the terms of this Policy. Defense Costs shall include premiums for any appeal, attachment or similar bonds, provided that the Underwriting Representative and the Insurer shall have no obligation to apply for or furnish any such bonds. Defense Costs do not include any salaries, benefits or other compensation of any employee, officer, director, member or partner of the Insureds other than employees and

consultants retained in connection with the matters described in this definition. Defense Costs shall also include legal fees and expenses paid or incurred by any of the Insureds in the preparing and/or providing of reports, budgets, updates, information or analysis to or coordinating with any investigation, analyses, or review by the Insurer in respect of a Breach or a Third Party Claim, only in the event that such Third Party Claim is made and reported to the Insurer pursuant to the terms of this Policy. Once the Insureds have provided reasonable support for their Defense Costs, the burden shall be on the Insurer to demonstrate that such Defense Costs are unreasonable. The Insurer agrees that representation of the Insureds by the Approved Firm at its rates at the time of representation is reasonable, that such rates shall be deemed reasonable, and the Insurer shall not challenge the reasonableness of the same.

- M. "Expiration Date" means the applicable date stated in Declaration No. 2.
- N. "Extended Representations" means the representations and warranties set forth in Section 3.1 (Authority to Enter into Agreement, Enforceability), Section 3.2 (Organization and Valid Existence), Section 3.4 (Enforceability), Section 3.5 (Subsidiaries), Section 3.7 Non-Contravention (solely with respect to Organizational Documents)), Section 3.13 (Benefit Plans), Section 3.20 (Taxes), and Section 3.27 (No Broker or Finder) of the Acquisition Agreement.
- O. "Fraud" has the meaning assigned to such term in the Acquisition Agreement.
- P. "Inception" has the meaning set forth in Declaration No. 2.
- Q. "Insurance Broker" has the meaning set forth in Declaration No. 6.
- R. "Insureds" has the meaning set forth in Declaration No. 1.
- S. "Insurer" means the person or entity identified in Declaration No. 8.
- T. "Interim Breach" means any Breach with respect to which (i) the material facts, events and conditions that caused the Breach to exist first occurred during the Interim Period and (ii) any Deal Team Member obtained Actual Knowledge of such Breach during the Interim Period. For the avoidance of doubt, any facts, events or conditions existing before or as of the execution date of the Acquisition Agreement that cause a Breach at any time is not an Interim Breach, and the exclusion set forth in Section III(B)(i)(y) shall not apply to in any way limit recovery for any such Breach.
- U. "Interim Period" means the period beginning immediately following the execution of the Acquisition Agreement and ending immediately prior to the Closing.
- V. "Limit of Liability" has the meaning set forth in Declaration No. 3.
- W. "Loss" means (i) the aggregate amount of Loss (as defined in the Acquisition Agreement) arising out of or resulting from any Breach (other than Defense Costs and Prosecution Costs), (ii) the aggregate amount of all Defense Costs, (iii) the aggregate amount of all Prosecution



Costs and (iv) any reasonable fees, costs and expenses incurred by the Insureds in connection with mitigation pursuant to Section VIII.A of this Policy, without regard to the deductible, de minimis and aggregate liability limitations, the indemnification procedures and the survival limitations set forth in the Acquisition Agreement. For the avoidance of doubt the representations and warranties described in clauses (i) and (ii) of the definition of Breach shall be deemed to survive until the end of the Policy Term for purposes of determining Loss under this Policy.

Loss does not include that portion of any Loss to the extent that such portion arises out of or results from any civil fines or civil penalties or any criminal fines or criminal penalties or any punitive damages, except to the extent (a) insurable under the applicable law of any Most Favorable Jurisdiction or (b) awarded or assessed against the Insureds in connection with a Third Party Claim pursuant to (1) a final settlement consented to in writing by the Insurer (to the extent such consent is required pursuant to the terms hereof), which shall not be unreasonably withheld, conditioned or delayed, or (2) a final (x) order of a government or regulatory agency, (y) judgment of a court of competent jurisdiction or (z) award of an arbitrator, arbitration panel or similar adjudicative body; provided that the Defense Costs and Prosecution Costs relating to the foregoing shall be Loss hereunder.

For purposes of determining the amount of any Loss under this Policy, any "material," "materiality," "Material Adverse Effect," or similar qualifications limiting the scope of the representations and warranties insured in this Policy shall be disregarded.

- X. "Most Favorable Jurisdiction" means any jurisdiction, the law of which is most favorable to the Insureds with respect to a specified matter, where (i) the act, error or omission giving rise to the Breach or the Loss took place, (ii) the Third Party Claim was made, (iii) any relief was awarded, (iv) any Insured is incorporated or has its principal place of business, or (v) the Insurer is incorporated or has its principal place of business. Notwithstanding the foregoing, this Most Favorable Jurisdiction definition may not be applied to the Insurer or the Underwriting Representative to violate any law that applies to this Policy; provided, the Insurer and the Underwriting Representative shall use commercially reasonable efforts to take all actions reasonably necessary in order to apply this definition in a manner that would give effect to the definition and the intention of the parties without violating any such law.
- Y. "Named Insured" has the meaning set forth in Declaration No. 1.
- Z. "No Claims Declaration I" means the signed No Claims Declaration delivered to the Underwriting Representative on the date of Inception, an executed copy of which is attached as Exhibit C.
- AA. "Policy Term" has the meaning set forth in Declaration No. 2.
- BB. "Pre-Closing Tax Indemnity" means (i) all Taxes (or the non-payment thereof) imposed on or with respect to the Company for all Pre-Closing Tax Periods (or portion thereof ending on the Closing Date), and (ii) any and all Taxes of any person or entity imposed on the Company as a



transferee or successor, by contract or pursuant to any law, rule or regulation, including Treasury Regulation §1.1502-6 or any analogous or similar state, local or non-U.S. Law which relate to an event or transaction occurring before the Closing, except to the extent:

- (i) such Taxes are expressly identified on the Schedules to the extent reasonably apparent from the face of such disclosures that such disclosures related to Taxes;
- (ii) such Taxes were accurately and properly accrued or reserved on the financial books and records of any Seller as of the Closing to the extent reasonably apparent from the face of such reserves that such reserves related to Taxes of any Seller for any Pre-Closing Tax Period were used in the preparation of the final purchase price;
- (iii) of any transfer Taxes related to the transactions contemplated by the Acquisition Agreement; or
- (iv) such Taxes solely attributable to and owed by Seller.

CC. "Premium" has the meaning set forth in Declaration No. 5.

DD. "Prosecution Costs" means any reasonable fees, costs, charges, disbursements, charges and expenses (including the reasonable fees, costs, disbursements, charges, and expenses of attorneys, accountants, consultants, experts, brokers and other professionals) incurred by or on behalf of the Insureds in connection with the Insureds' mitigation, investigation, adjustment, settlement, defense, pursuit, litigation, negotiation, prosecution or appeal of a claim for indemnification against any Seller Indemnifying Party for any Breach. Prosecution Costs shall include premiums for any appeal, attachment or similar bonds, provided that the Underwriting Representative and the Insurer shall have no obligation to apply for or furnish any such bonds. Prosecution Costs do not include any salaries, benefits or other compensation of any employee, officer, director, member or partner of the Insureds (other than employees and consultants retained in connection with the matters described in this definition). Prosecution Costs will also include, without duplication, any reasonable fees, costs, disbursements, charges, expenses and other amounts incurred by the Insureds in connection with preparing or providing updates, reports, budgets, information or analysis to, or coordinating with or participating in any investigation, settlement, analysis, or review by, the Insurer in respect of any Breach or potential Breach or otherwise cooperating with the Insurer in connection with a Breach or potential Breach. Any claim, complaint, action, notice, arbitration, investigation, assertion of rights, demand made, legal action or proceeding, or other similar action or assertion of rights against any Seller Indemnifying Party (or any direct or indirect past or present Affiliate, equityholder, shareholder member, partner, stockholder, employee, director or officer (or the functional equivalent of any such position) of a Seller Indemnifying Party) by the Insureds in respect of a Breach or Fraud will be considered Prosecution Costs. Once the Insureds have provided reasonable support for their Prosecution Costs, the burden will be on the Insurer to demonstrate that such Prosecution Costs are unreasonable. The Insurer agrees that representation of the Insureds by the Approved Firm at its rates at the time of representation is reasonable, that such rates shall be deemed reasonable, and the Insurer shall not challenge the reasonableness of the same.



- EE. "Purchase Price Adjustment" means the purchase price or similar adjustment provision set forth in Section 1.4 of the Acquisition Agreement.
- FF. "Recovered Amounts" means, in relation to any Loss actually paid (without duplication of any amounts previously taken into account in the calculation of Loss), the net amount (after deducting any reasonable costs and expenses incurred in connection with such recovery) of any related offsetting recoveries (including from other insurance policies or third party indemnities) that have been actually received by the Insureds during the Recovery Period from an unaffiliated third party (other than any amounts paid or payable by any Seller Party pursuant to the Acquisition Agreement, including from the Escrow Amount) and not subject to forfeiture. For the avoidance of doubt, Recovered Amounts do not include amounts in excess of the Limit of Liability, which are paid by or on behalf of the Seller Parties under the Acquisition Agreement or amounts paid or payable pursuant to the Acquisition Agreement (including without limitation from or on behalf of any Seller Party if such right of recovery against any Seller Party exists) to the extent such Loss would be a Loss covered under this Policy but for Retention. The Insurer agrees that representation of the Insureds by the Approved Firm in connection with the recovery of any Recovered Amounts at its rates at the time of representation is reasonable, that such rates shall be deemed reasonable, and the Insurer shall not challenge the reasonableness of the same.
- GG. "Recovery Period" has the meaning set forth in Section VIII. C of this Policy.
- HH. "Retention" has the meaning set forth in Declaration No. 4.
- II. "Schedule of Lloyd's Provisions" means the Schedule of Lloyd's Provisions at Exhibit F.
- JJ. "Seller" means the entity designated as "Newco" in the Acquisition Agreement.
- KK. "Seller Parties" means, collectively, the "Seller" and the entity designated as Community Care in the Acquisition Agreement.
- LL. "Specified Person" means (i) the chief executive officer, chief financial officer or general counsel of the Named Insured, or, if no such person exists, the person who holds a functionally equivalent position at the Named Insured and (ii) any Deal Team Member to the extent such person is employed by the Named Insured or any Affiliate of the Named Insured at the applicable time. Notwithstanding the foregoing, with respect to any particular Loss, Specified Person shall not include the chief executive officer, chief financial officer, general counsel or any person who holds a functionally equivalent position with the Company as of immediately prior to the Closing unless such person both (x) a person who holds a functionally equivalent position at the Named Insured at the time of such determination, and (y) intentionally and willfully withholds or conceals from another Specified Person any information first obtained after Closing that would reasonably be expected to give rise to Actual Knowledge of a Breach by another Specified Person.

MM. “Tax Representations” means the representations and warranties set forth in Section 3.20 of the Acquisition Agreement.

NN. “Third Party Claim” means any claim, notice, complaint, demand, arbitration, investigation, audit, proceeding, legal action, suit, hearing, regulatory or administrative proceeding, or similar action made or brought against, or the initiation of a tax or regulatory audit or examination, or other proceedings with respect to Taxes, of (regardless of whether, at the time of such initiation, the relevant taxing authority asserts the existence of any Tax liability or whether the Insureds have reason to believe there might be a Tax liability), any Insured by any person or entity (other than (i) an Affiliate of such Insured at the time of such action, (ii) any other Insured (except officers, directors, employees of the Company prior to Closing), or (iii) the Insurer acting in connection with this Policy) which, if successful, could result in Loss arising out of, resulting from or related to an actual or alleged Breach or the facts underlying an actual or alleged Breach.

OO. “Underwriting Representative” has the meaning as set for in Declaration No. 9.

III. Exclusions

The Insurer shall not be liable to pay, and no coverage shall be available under this Policy, for that portion of Loss to the extent, but solely to the extent:

- A. such portion proximately relates to the substantive content of a material inaccuracy in the No Claims Declaration, giving effect to the knowledge qualification language contained therein, but only to the extent that such Loss is proximately caused by the substantive content of such material inaccuracy and only to the extent the Insurer is actually prejudiced thereby, with the Insurer bearing the burden of proving any such actual prejudice;
- B. such portion arises out of or results from:
 - i. any (x) Breach of which any of the Deal Team Members had Actual Knowledge prior to Inception or (y) Interim Breach;
 - ii. any asbestos or Polychlorinated Biphenyls;
 - iii. (x) the monetary amount by which any “defined benefit plan” (as such term is defined in Section 3(35) of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder (“ERISA”)) that is subject to Title IV or Section 302 of ERISA or Section 412 or 430 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, any other defined benefit plan or similar retirement plan, gratuity or provident fund, termination indemnity or seniority premium plan or arrangement (whether or not covered by ERISA) under foreign law, rules or regulations, is unfunded or underfunded, or any required additional or increased

contributions with respect thereto, or (y) any withdrawal liability relating to any “multiemployer plan” (as such term is defined in Section 3(37) or 4001(a)(3) of ERISA), or any defined benefit plan or any similar withdrawal liability under foreign laws, rules or regulations, in each case under clauses (x) or (y) above, to the extent such defined benefit plan or multiemployer plan is or was maintained, sponsored, contributed to, or required to be contributed to, by the Company prior to the Closing;

- iv. the existence, amount or availability in a tax period (or portion thereof) beginning after the Closing Date of any net operating losses, tax credits or other tax attributes of the Company carried forward from a tax period (or portion thereof) ending on or before the Closing Date; provided, however, that this exclusion shall not apply to any actual cash taxes paid, or required to be paid, by or with respect to the Company for any taxable period (or portion thereof) ending on or before the Closing Date;
 - v. any transfer pricing matters in connection with the transactions contemplated by the Acquisition Agreement;
 - vi. any PPP Loans or other COVID-19-related government relief programs including Provider Relief Fund payments;
 - vii. deferral of tax credits under the COVID-Related Tax Relief Act of 2020;
 - viii. any matters excluded by the Lloyd’s provisions in the Schedule of Lloyd’s Provisions (Exhibit F);
 - ix. Medical malpractice, bodily injury, NIED, molestation, death;
 - x. Taxes arising from any pre-transaction reorganization;
 - xi. any Loss arising out of, resulting from, or relating to the Utilization Management and Appeals functions being handled by a single physician.
 - xii. Any Loss arising out of, resulting from, or relating to the Change Healthcare breach.
- C. of the monetary amount of such Loss actually (on a dollar for dollar basis) is taken into account in the calculation of the Purchase Price Adjustment (with the intent of this provision to merely avoid “double counting” and not to limit any right to recover for Loss that arises out of or results from any Breach in excess of such Loss that actually adjusts (on a dollar for dollar basis) the purchase price pursuant to the Purchase Price Adjustment).



Subject to all of the other terms and conditions of this Policy, if only part of a Loss is excluded under this Section III, the Insurer shall remain liable for that part of the total Loss that is not so excluded and the burden of proving the applicability of any of the foregoing exclusions to any portion of Loss shall be on the Insurer..

IV. LIABILITY UNDER THIS POLICY; RETENTION; CALCULATION OF LOSS

A. Liability under this Policy.

Limit of Liability is the maximum aggregate liability of the Insurer under this Policy; provided that the Limit of Liability will not be reduced for (i) fees, costs, charges and expenses owing by the Insurer as a non-prevailing party in accordance with Section XI of this Policy, or (ii) for any other amounts where this Policy explicitly provides that the Limit of Liability will not be reduced. Defense Costs and Prosecution Costs are part of, and not in addition to, the Limit of Liability, except as provided in the immediately preceding sentence. Loss incurred within the Retention shall not erode the Limit of Liability.

B. Retention.

- i. The Insurer shall only be liable for Loss (or the aggregate of all individual Losses) covered hereunder in excess of the Retention. The Retention is an aggregate one and shall only be eroded by Loss(es) (regardless of whether such amounts are borne or paid, as applicable, by the Insureds or their Affiliates, or the Sellers or their Affiliates) for which the Insurer would be liable under this Policy but for the Retention ("Covered Losses").
- ii. If on or prior to the Retention Dropdown Date the Underwriting Representative has been notified by the Named Insured pursuant to this Policy of, or any Specified Person has Actual Knowledge of, any (a) Breach or matter under active investigation by any Specified Person that would reasonably be expected to give rise to a Breach, (b) Third Party Claim and/or (c) Loss, then the Retention (and not the Dropdown Retention) shall continue to apply solely with respect to any such Loss that arises out of or results from such Breach, matter or Third Party Claim.
- iii. Any Covered Losses recovered by the Insureds from the Sellers pursuant to the Acquisition Agreement, including from the Escrow Amount shall erode the Retention and shall not reduce the amount of Loss in excess of the Retention or be subject to reimbursement for purposes of this Policy. Covered Losses under this Policy in excess of the Retention shall be subject to recovery hereunder prior to and not conditioned upon obtaining recovery from the Sellers pursuant to the Acquisition Agreement, or from the Escrow Amount, with respect to any Loss. The Insureds shall not be required to proceed against the Sellers for recovery under the Acquisition Agreement, or against the Escrow Amount, with respect to any Loss prior to delivering a Claim Notice.

- C. Calculation of Loss. Loss shall be reduced by any Recovered Amounts actually received by the Insured. To the extent any Recovered Amount is actually received or realized after payment by the Insurer hereunder, such Recovered Amount shall be applied in the following order: first, to reimburse the Insureds for any costs and expenses incurred in connection with such recovery of such Recovered Amounts; second, to reimburse the Insureds for any Loss borne by them in excess of the Limit of Liability; third, to reduce any Loss incurred by the Insureds which is covered by this Policy (which amount shall, when paid to the Insurer, restore the Limit of Liability by same amount paid to the Insurer); and fourth, to reimburse the Insureds in respect of any Loss which the Insureds have retained by reason of the Retention. The Insurer shall not delay payment of a Covered Loss under this Policy in connection with any determination of the applicability of or dispute regarding any Recovered Amount (including the applicability of or dispute regarding a Tax Benefit). Any Loss which is recovered from the Sellers (or any Affiliate thereof) or any source pursuant to the Acquisition Agreement, including from the Escrow Amount, which would also be considered Loss under this Policy if there were no Retention, shall erode the Retention to the extent still in effect and shall not be considered a Recovered Amount within the Retention.

V. REPORTING

- A. The Named Insured shall deliver or cause to be delivered a notice in writing in the form attached hereto as Exhibit D ("Claim Notice") to the Insurer promptly, and in any event within 60 days after, any Specified Person acquires Actual Knowledge of any Breach, Third Party Claim or Loss, or any matter under investigation by any Specified Person that would reasonably be expected to give rise to a Breach, Third Party Claim or Loss. The Claim Notice shall reference this Policy and shall include, as reasonably practicable (in light of information then reasonably available) and to the extent a Specified Person has Actual Knowledge, a reasonably detailed description of the facts, events or conditions (in light of the information reasonably available to the Specified Person and of which the Specified Person has Actual Knowledge at the time of the Claim Notice) giving rise to the delivery of the Claim Notice, including reference to the allegedly implicated representations and warranties (where appropriate and to the extent reasonably identifiable at the time of the Claim Notice and which specific references may be non-exhaustive and preliminary). A Claim Notice may be supplemented by the Named Insured at any time after its submission. No information contained in any Claim Notice shall be deemed to be an admission by any Insured to any third party of any matter whatsoever, including any violation of law or breach of contract. The failure to list every potentially implicated representation and warranty shall not preclude the Insureds from seeking thereafter recovery under the Policy with respect to such representation and warranty not referenced. The Insureds shall have the right to amend and supplement the Claim Notice at any time, including when additional facts and information become available.

Subject to Section V.C. below, any deficiency or any delay in delivering a Claim Notice to the Insurer will not affect the Insurer's obligations hereunder except to the extent such delay actually prejudices the Insurer's interests arising from the Policy. A Claim Notice shall not be invalid by reason of failing to provide the facts, events or conditions leading up to the delivery of the Claim Notice, including a reference to the implicated representations and warranties, except to the extent the Insurer is actually prejudiced by such failure. The burden of proving any such actual prejudice with respect to either of the above shall be on the Insurer.

- B. It is understood and acknowledged by the Insurer and the Underwriting Representative that (i) the Insureds may have incomplete knowledge of a Breach, matter that could reasonably be expected to give rise to a Breach, Third Party Claim and/or Loss at the time a Claim Notice in connection therewith is delivered to the Insurer hereunder and that any Claim Notice may reflect such incomplete knowledge and (ii) the Claim Notice may be supplemented as needed as more information concerning the Loss or Breach identified in the Claim Notice is obtained. Nothing in this Policy shall be construed or interpreted as preventing the Insureds from supplementing a Claim Notice as additional losses, facts and circumstances become actually known to the Insureds and any such supplement shall be deemed reported at the time the original Claim Notice was received by the Insurer.
- C. The information provided in or pursuant to any Claim Notice shall be provided solely for the purpose of making a claim under this Policy. In disclosing such information, the Insureds expressly do not waive, and to the fullest extent, intend to preserve the privileges and protections against disclosure afforded by or under any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine or other privilege with respect to any of the matters disclosed. No information contained in any Claim Notice shall be deemed to be an admission by any Insured to any third party whatsoever, including any violation of law or breach of contract. The Insureds shall not be required to disclose any information that reasonably may result in a waiver of any such protections or privileges, or any Fifth Amendment privilege or similar protection. The Insureds and the Insurer shall cooperate in good faith to preserve the confidential, privileged or protected status of any such document, information or materials (including by signing a joint defense, common interest or similar agreement).
- D. In no event may a Claim Notice be delivered to the Insurer later than sixty (60) days after the applicable Expiration Date. If a Claim Notice is provided to the Insurer during the Policy Term or within the sixty (60) day period immediately following the applicable Expiration Date, then any subsequent Loss arising out of or resulting from such Breach, facts, events or conditions or Third Party Claim identified in the Claim Notice shall be deemed reported at the time such Claim Notice was received by the Insurer, including in any supplement to such original Claim Notice which supplement may be provided to the Insurer when and if additional information becomes



available with respect to the matters described in the initial Claim Notice even if such supplement is provided after the sixty (60) day period immediately following the Expiration Date.

- E. As soon as reasonably practicable after the Insurer receives a Claim Notice (but no later than 60 days after receipt), the Insurer shall respond to the Named Insured in writing with the coverage position of the Insurer (including reasons in the case where the Insurer has denied claimed Loss or claimed erosion of the Retention). If the Insurer is not in a position to determine coverage based on the Claim Notice, then it shall state why it is unable to do so in reasonable detail and request such additional, necessary information reasonably from the Insureds in order to make a coverage determination, and following receipt by the Underwriting Representative of which the time limitation set forth in this Section V. D. shall apply. The Insurer shall use commercially reasonable efforts to respond to any Claim Notice in a manner that provides Insureds sufficient time to satisfy any litigation, arbitration, mediation, or settlement deadlines or similar other deadline that the Insurer is made aware that relate to the subject matter of the Claim Notice. If the Insurer takes a final cover position to deny any claimed Loss or claimed erosion of the Retention, the Insurer shall promptly notify the Named Insured in writing of such final cover position and in such notice shall specify whether such denial is based on (y) an exclusion to this Policy (and if so, which of the enumerated exclusion(s) apply) or (z) the Insurer's determination that the Loss is not indemnifiable pursuant to this Policy because the Loss did not arise out of or result from a Breach or Third Party Claim.
- F. If the Named Insured gives the Insurer notice during the Policy Term or within the sixty (60) day period following the applicable Expiration Date of facts, events or conditions that are reasonably expected to give rise to a Breach, Third Party Claim, or Loss (including notice of a matter under investigation by any Specified Person that would reasonably be expected to give rise to a Breach, Third Party Claim, or Loss), then any actual Third Party Claim or Breach and subsequent Loss arising out of or resulting from such facts, events and conditions shall be deemed to have been reported to the Insurer within the Policy Term. Such notice shall comply with all other notice requirements of this Section V.

VI. CORRESPONDENCE; COOPERATION; MAINTENANCE OF RECORDS

- A. Correspondence. The Insureds shall, at the written request of the Insurer and to the extent reasonably practicable, at the Underwriting Representative's sole cost and expense (which shall not constitute Loss under this Policy and which shall not erode the Limit of Liability), use commercially reasonable efforts to provide to the Insurer copies of any material formal and written correspondence, pleadings or other material documents relating to such Claim Notice that are delivered or filed by or on behalf of the Insureds, their representatives or any other entity, in each case, to the extent in the Named Insureds' possession, subject to the Underwriting Representative having executed a mutually agreed upon confidentiality agreement

with respect to such information; provided, that, if the provision of such information would be a violation of law, rule or regulation, then the portion of such information that would violate law shall be withheld and Insureds shall use commercially reasonable efforts to provide a reasonable alternative or summary form of the information that was not provided which would not violate such law, rule or regulation; provided, further, that if disclosure of such information is a violation of any contractual obligation or confidentiality obligation or would waive the attorney client privilege, any other privilege, or the protections of the attorney work product doctrine, the Insurer will enter into a non-disclosure or joint-defense agreement necessary to preserve such obligation or protection. Notwithstanding the above, if the Named Insured, on the advice of counsel to the Named Insured, determines in good faith that providing such documents or information would reasonably be expected to cause a loss of any privilege or would reasonably be expected to cause such documents or information to no longer be protected by work product doctrine, the Insureds shall not be required to provide such documents or information, but the Named Insured shall use commercially reasonable efforts to provide the Underwriting Representative with comparable documents or information while still preserving the privileged status of (or applicability of work product doctrine to) any such documents or information or reasonably available to the Insureds. The Underwriting Representative and the Insurer shall cooperate in good faith with the Insureds to preserve the confidential or privileged status of any such correspondence, pleading or other document.

- B. Cooperation. At the sole cost of the Insurer (which shall not reduce the Limit of Liability hereunder), the Named Insured shall use commercially reasonable efforts to provide (and use commercially reasonable efforts to cause its Subsidiaries to provide) the Insurer with any information, assistance and cooperation reasonably requested in writing in connection with a Claim Notice or other matter relating to this Policy. Such cooperation shall include, at the Insurer's sole cost (which shall not reduce the Limit of Liability) and to the extent commercially reasonably practicable:
- i. permitting the Insurer and its representatives to examine, photocopy and take extracts from the books, data, files, records and information of the Insureds to the extent reasonably related to any Claim Notice during reasonable business hours and with reasonable prior written notice to the Insureds and at mutually agreed times, and without interruption of ordinary business activities of the Insureds; and
 - ii. access to the Insureds' representatives for interviews and depositions during normal business hours and at reasonable locations and in a manner that is not unreasonably disruptive to the business of the Insureds and only upon reasonable advance written notice to the Insureds and their relevant representatives with respect to reasonable time and date and only to the extent reasonably related to the Underwriting Representative efforts to determine the coverage position of the Insurer with respect to the applicable Claim Notice. Notwithstanding



anything herein to the contrary, the Insureds shall not be required to disclose or cause the disclosure of any information if doing so may reasonably be expected to violate any law or confidentiality agreement to which any Insured or any of its representatives is a party or is subject. With respect to clauses (i) and (ii), the Insurer and the Named Insured will agree in writing in advance on a date and time for such access.

Nothing in Sections VI. A or VI.B of this Policy shall require any Insured to provide to the Underwriting Representative or to any Insurer documents, information, or testimony subject to the attorney-client privilege, any other privilege, or the attorney work product doctrine. An Insured's reasonable fees, costs and expenses to comply with Section VI .A or VI.B of this Policy which relate to a claim covered by this Policy shall be paid by Insurer in addition to, and without any reduction of, the Limit of Liability. The fees and expenses of the Approved Firm at its then current rates shall be deemed reasonable for such purpose.

The provision of such information shall be subject to existing confidentiality agreements by and between the Insureds and the Underwriting Representative, which shall continue in effect while either the Insured or the Insurer have any obligations under this Policy, and the restrictions on the provision of information described in Sections VI. A or VI.B of this Policy. In disclosing such information, the Insureds expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed therein. None of the information provided shall be deemed to be an admission by any Insured to any third party of any matter whatsoever (including any violation of law or breach of contract).

- C. Maintenance of Records. Until the later of 60 days after the applicable Expiration Date or the final resolution of all claims or disputes relating to this Policy, the Insureds shall to the extent in accordance with their respective record retention policies, use commercially reasonable efforts to maintain all of their respective written material due diligence reports and other material written due diligence documents in their possession or control relating to the negotiation of the Acquisition Agreement and due diligence conducted in connection with the transactions contemplated; provided that any Insured may destroy documents in the ordinary course of its business consistent with past practices and its document retention guidelines so long as such destruction is not done knowingly and with the specific intent to harm the Insurer (with the Insurer bearing the burden of proving such knowledge and specific intent).
- D. Privilege; Other Restrictions; Fifth Amendment Protection. With respect to any documents or information referenced in this Section VI that are protected by attorney-client privilege, work product doctrine or other privileges, the Insurer and the Underwriting Representative shall cooperate in good faith with the Insureds to

preserve the privileged status of any such document or information; provided that after such efforts to preserve such privileges and protection, if the Named Insured determines in good faith and after consultation with outside counsel that providing such documents or information would cause a loss of any privilege or protection, the Insureds shall not be required to provide or cause their controlled affiliates to provide such documents or information, but the Named Insured shall use commercially reasonable efforts to cooperate in good faith with the Insurer to provide the Insurer with comparable documents, information or materials while still preserving the privileges or protections applicable to any such documents, information or materials; provided further that the Named Insured has first consulted and discussed such determination in good faith with the Underwriting Representative prior to making such determination. Nothing in this Policy shall be construed to require the waiver of any Fifth Amendment or similar protection. The information provided in or pursuant to any notice of Claim shall be provided solely for the purpose of making a claim under this Policy. No information contained in any notice of Claim shall be deemed to be an admission by any Insured to any third party of any matter whatsoever (including any violation of law or breach of contract).

VII. DEFENSE; SETTLEMENT; PAYMENT OF LOSS

- A. Third Party Claim and Claims Participation. The Insurer does not assume any duty to defend the Insureds with respect to any Third Party Claim. The Insureds shall, to the extent permitted by the Acquisition Agreement, defend and contest any Third Party Claim with counsel consented to by the Insurer in writing (such consent not to be unreasonably withheld, conditioned or delayed), provided that such consent shall not be required for any representation of the Insureds by the Approved Firm; provided, further, with respect to any counsel appointed by the Insured under any duty to defend insurance policy, the Insurer's consent right shall be limited to the extent of any rights of an Insured under such duty to defend insurance policy related to any such appointment. With respect to any Third Party Claim, the Insureds shall not knowingly take or omit to take any action that would reasonably be expected to actually and materially prejudice the Insurer's potential or actual rights of recovery as against any third party with the Insurer bearing the burden of proof of such actual and material prejudice. The Underwriting Representative shall have the right, at its own expense (which will not reduce the Limit of Liability hereunder), but only to the extent, and with no greater rights than, the Insureds have to do so under the Acquisition Agreement, to effectively associate in the investigation, defense and settlement of any Third Party Claim or other matter reasonably likely to result in Covered Losses under this Policy; provided that, subject to the consent rights expressly given to the Insurer in this Policy, the Insureds (or the Sellers to the extent provided in the Acquisition Agreement) shall control all decisions with respect to the investigation, defense, prosecution, negotiation and settlement of any Third Party Claim.

- B. Settlements and Judgments. With respect to any settlements or stipulated judgments related to a Third Party Claim, only Loss (other than Defense Costs or Prosecution Costs) resulting from settlements or stipulated judgments consented to by the Insurer in writing (such consent not to be unreasonably withheld, conditioned or delayed) or resulting from a final judgment by a court of competent jurisdiction, arbitral panel or similar adjudicative body shall deplete the Retention or be recoverable as Loss; provided that with respect to any settlement or stipulated judgment solely within the Retention, the consent of the Insurer shall not be required until (i) the amount of such settlement or stipulated judgment, (ii) the aggregate amount of any Losses reasonably anticipated in respect of any pending claims, and (iii) any paid or reasonably anticipated Defense Costs relating to the foregoing exceed the greater of (i) [REDACTED] or (ii) 67% of the then remaining Retention; provided, further, the consent of; the Insurer shall not be required with respect to settlements, stipulations or judgments entered into by or on behalf of any Seller prior to Closing if the Named Insured does not have a right to consent to such settlements pursuant to the Acquisition Agreement, and, the Insurer shall not use as a basis for denying its consent to such settlement or stipulated judgment the granting by the Insureds of an irrevocable and unconditional full and complete waiver and release to any person or entity so long as, at the time of such waiver, the Insurer would not reasonably be expected to have any recoveries through subrogation against such person or entity.
- C. Defense Costs and Prosecution Costs. Once the applicable Retention is exhausted, with respect to Defense Costs and Prosecution Costs covered hereunder as previously incurred, the Insurer shall reimburse the Insureds within sixty days following the receipt of a reasonably detailed invoice for such Defense Costs and Prosecution Costs. The Insureds shall provide such information as reasonably requested by the Underwriting Representative to determine the applicability of coverage of such Defense Costs and Prosecution Costs under this Policy, provided that once the Insureds have provided reasonable support for their Defense Costs and Prosecution Costs, the burden shall be on the Insurer to demonstrate that such costs are not covered. With respect to Defense Costs and Prosecution Costs covered hereunder, the Insureds shall not incur any Defense Costs or Prosecution Costs in excess of 67% of the Retention per Breach without prior consultation with and the prior written consent of the Insurer (such consent not to be unreasonably withheld, conditioned or delayed).
- D. Approved Firm. Insurer agrees that the Approved Firm is counsel to the Insureds and that the Insureds intend to engage the Approved Firm for matters related to this Policy (including in connection with a Claim Notice). Insurer agrees that the Approved Firm may represent the Insureds and shall not challenge the Insureds' engagement of the Approved Firm (including the Insureds' payment of the then prevailing rates of the Approved Firm) as being unreasonable or in any way violating this Policy.



- E. Payment of Loss. Payment of any Covered Loss by Insurer shall be made to the Named Insured as representative of all the Insureds or to such person or entity as the Named Insured instructs the Underwriting Representative, pursuant to the terms of this Policy.
- F. Territory. This Policy extends to Breaches and Losses taking place or being incurred, as applicable, anywhere in the world.

VIII. MITIGATION; SUBROGATION; REIMBURSEMENT; OTHER INSURANCE

- A. Mitigation. To the extent required by applicable law or as reasonably requested in writing by the Insurer (such written request to include a reasonably detailed description of the specific efforts the Insurer is requesting of the Insureds), the Insureds shall use commercially reasonable efforts, and shall cause their Subsidiaries, to use commercially reasonable efforts to mitigate any Loss or potential Loss after any Specified Person has Actual Knowledge of any matter that would reasonably be expected to give rise to Loss; provided that the failure of any Insured to so mitigate (i) shall only reduce the rights of the Insureds to recover for Loss under this Policy to the extent of the Loss that would have been avoided by such mitigation, and (ii) the burden of proving such amount shall be on Insurer and shall not otherwise diminish or delay coverage hereunder; provided, further, Insureds shall not be required or obligated (w) to seek recovery or recourse under the Acquisition Agreement from the Sellers (and shall not be required to exercise any right to indemnification under the Acquisition Agreement prior to making a claim hereunder), or to recover from the Escrow Amount, (x) to pursue any rights of recovery against any third party with respect to which any Insured has a business relationship or any other Insured or any Affiliate of any Insured (including employees, officers, directors, Affiliates, managers, owners, stockholders, partners, customers, suppliers of any Insured or its subsidiaries), (y) to pursue any rights against any person or entity in which the Insurer does not have a right of subrogation pursuant to Section VIII. B of this Policy or (z) to commence or threaten any legal action or proceeding. Any fees, costs and expenses incurred by the Insureds in connection with any action taken pursuant to this Section VIII.A shall be considered Loss. It is understood that this Section VIII.A shall not require the Insureds to abandon any tax planning strategies in existence at the time a Claim Notice is given in order to mitigate damages with respect to Loss or potential Loss arising out of such Policy Claim, without limiting the subrogation rights granted to the Insurer in Section VIII.B of this Policy. For the avoidance of doubt, the reasonable costs of such mitigation efforts shall be considered Losses under this Policy, subject to the other terms hereof. If the Insurer reasonably believes that any Insured should use additional commercially reasonable efforts to mitigate any Loss required by this Section VIII. A, then Insurer shall request such action of the Insured promptly in writing and provide a reasonable opportunity to cure. The Insurer will not delay, condition or withhold payment of a Loss under this Policy while the Insureds pursue

any such mitigation.

B. Subrogation

- i. After a Specified Person has Actual Knowledge of a Loss, the Insureds shall use commercially reasonable efforts to preserve (a) any rights of indemnification or other similar rights against any other person or entity with respect to any Loss as reasonably requested in writing by the Underwriting Representative, where such rights would offset the Insurer's obligations hereunder (provided the Insureds have no obligation to seek recovery against any such person or entity prior to recovery from the Insurer), and (b) the Insurer's subrogation rights with respect thereto.
- ii. In the event of any payment of Loss under this Policy, to the extent permitted by law and not prohibited by provisions in existing contracts, the Insurer shall be subrogated to the extent of such payment to, and the Insureds shall, to the extent assignable, use commercially reasonable efforts to assign to the Insurer, all of the Insureds' rights of recovery with respect to such payment of Loss; provided, that, (x) neither the Underwriting Representative nor the Insurer shall be entitled to subrogate, and each hereby waives any rights in subrogation, against any (1) Insured or any Affiliate of any Insured, or (2) any direct or indirect past or present shareholder, member, director, officer, employee, manager, owner or partner (or functional equivalent) of any of the foregoing, and (y) the Insurer hereby waives any right of subrogation against the Seller Parties or any of their respective Affiliates or Representatives in connection with the Acquisition Agreement and the transactions contemplated, including the Escrow Amount, except in cases of Fraud by such Person in connection with the Acquisition Agreement and transactions contemplated thereby, with the Insurer bearing the burden of proving such Fraud; provided, further, that the Insurer and the Underwriting Representative shall only be entitled to subrogate against the Seller Party who perpetrated such Fraud and the Fraud of a Seller Party shall not be imputed to any other Seller Party. The Seller Parties may enforce this waiver directly against the Insurer or the Underwriting Representative, and as such are express third party beneficiaries of the immediately preceding sentence and such sentence shall not be amended, modified or restated without the written consent of Seller. At the expense of Insurer (which shall not reduce the Limit of Liability) and to the extent consistent with the granting of subrogation, the Insureds shall use commercially reasonable efforts to execute all papers reasonably requested by the Insurer in writing reasonably required to secure such subrogation. In no event shall the Insureds knowingly and intentionally waive any rights in a manner that would reasonably be expected to actually prejudice any such subrogation or assignment right (with the Insurer bearing the burden of proving such actual prejudice).

- iii. The Insurer shall not be entitled to subrogate against any customer, client, vendor or supplier of any person or entity described in clauses (1)-(3) of Section VIII(B)(ii)(x) above without the prior written consent of the Named Insured (such consent not to be unreasonably withheld, conditioned or delayed) until the aggregate amount of all such Losses for which recovery would be available against any such customer, client, vendor or supplier exceeds [REDACTED] ("Subrogation Threshold"). After such Losses exceed the Subrogation Threshold, the Insurer may subrogate against such customers, clients, vendors and suppliers without the consent of the Named Insured, and the Insurer shall only be required to provide 30 days' advance written notice to the Named Insured of its intent to institute such subrogation claim and to discuss in good faith with the Insureds (including the Named Insured) any potential adverse impact that such action may have on any Insured. Upon the request of the Named Insured, the Insurer (at its sole cost and expense, which shall not erode the Limit of Liability) shall provide reasonable and timely updates with respect to the status of and conditions relating to such claim.
- iv. Insurer shall bear all costs incurred in connection with any subrogation efforts or actions taken by the Insurer and its Affiliates and, Insurer and its Affiliates shall promptly reimburse the Insureds and their Affiliates for any reasonable costs incurred in connection with any subrogation efforts in connection with Section VIII.B of this Policy. Such costs shall not constitute Loss hereunder and shall not erode the Limit of Liability. The Insureds shall defend at their own expense, and satisfy any liability with respect to, any counterclaim or third party demand asserted in connection with any subrogation claim pursued by the Insurer, except to the extent such counterclaim or third party demand (A) arises out of, results from or relates to the same matters, circumstances, facts and/or allegations out of which such subrogation or assignment arose or (B) would reasonably be expected to give rise to or otherwise constitutes a Loss under this Policy, in which case of clauses (A) and (B), the Insurer shall indemnify and reimburse the Insureds with respect to such counterclaim or third party demand under the terms and conditions of this Policy.
- v. Any amounts recovered by the Insurer through subrogation or assignment of rights or recoupment shall be applied in the following order: (a) to reimburse the Underwriting Representative, the Insurer, and the Insureds for any reasonable costs and expenses incurred in connection with such recovery (allocated pro rata based on the total amount of such costs and expenses incurred by the Insurer and the Insureds); (b) to reimburse the Insureds for any Loss borne in excess of the Limit of Liability (but only to the extent of such excess); (c) to reimburse the Insurer in respect of any Loss paid under this Policy and for which subrogation rights were assigned to the Insurer; (d) to reimburse the Insureds in respect of any Loss retained by reason of the Retention; and (e) any remaining amounts to



the Named Insured. Any amounts recovered by the Insurer or Underwriting Representative shall serve to replenish the Limit of Liability.

- C. Reimbursement. Until the later of (x) the first (1st) anniversary of the applicable Expiration Date and (y) the final resolution of all claims or disputes relating to this Policy (the "Recovery Period"), the Insureds shall reimburse the Underwriting Representative (on behalf of Insurer) as soon as reasonably practicable for any amount paid by the Insurer under this Policy:
- i. if it is finally determined pursuant to the procedures set forth in this Policy that such paid amount did not constitute Covered Loss hereunder; or
 - ii. if any Recovered Amounts are actually received or realized, directly or indirectly, by the Insureds during such period (and such Recovered Amount was not taken into account when determining the Loss) after the Insurer has made a payment to the Insureds with respect to a Covered Loss to the extent such Recovered Amounts would reduce any Loss incurred by the Insureds which is covered by this Policy pursuant to the second clause of Section IV. C and for which such payment was made, to the extent of the payment to the Insureds.

Any such reimbursement shall be made within 60 days after such determination or recovery. Without duplication of any amounts taken into account in the definition of Recovered Amounts, the amount of such reimbursement shall be net of any increase in premiums and reasonable fees, costs and expenses incurred by the Insureds in connection with obtaining any such amount and net of any applicable withholding taxes. The Limit of Liability shall be reinstated immediately by an amount equal to any such reimbursement received by the Insurer pursuant to this Section VIII.C. Notwithstanding anything to the contrary contained herein, to the extent that the Limit of Liability is exceeded, there shall be no requirement to reimburse the Insurer as provided herein for any amounts in excess of the amount such Loss exceeded the Limit of Liability. Without duplication of any amounts taken into account in the definition of Recovered Amounts, the amount of such reimbursement shall be net of any increase in premiums and reasonable costs and expenses incurred by the Insureds in connection with obtaining any such amount and net of any applicable withholding taxes. The Limit of Liability shall be reinstated immediately with respect to any such reimbursement by the amount received by the Insurer or the Underwriting Representative. Any failure of the Insureds to comply with any provision of this Section VII(C) shall not relieve the Insurer of its obligations under this Policy except to the extent the Insurer is actually material prejudiced thereby (with the burden of proving such actual material prejudice on the Insurer).

- D. Other Insurance. The coverage provided under this Policy shall be excess to any other valid and collectible insurance coverage applicable to Loss other than any representations and warranties insurance, tax indemnity, or other transaction risk insurance policy that is written specifically excess to this Policy after the Closing Date. The Named Insured shall use commercially reasonable efforts to (i) upon

written request of the Underwriting Representative, discuss with the Underwriting Representative whether any preexisting bond, indemnity or other insurance policy is applicable or available with respect to the matters described in any Claim Notice and (ii) if any such bond, indemnity or other insurance policy is applicable, shall make good faith efforts to collect thereunder; provided that (1) any dispute as to the applicability of, or delay in obtaining, such coverage shall not be a basis for delay or refusal of payment hereunder and (2) “good faith efforts” shall not include or require that the Insureds initiate, file or pursue litigation, arbitration or mediation in connection therewith after such “good faith efforts, the Insurer” shall not use the terms of the first sentence of this paragraph to deny or delay coverage or payment hereunder for the matters described in such Claim Notice; provided further, that it is understood that the foregoing shall not limit the Insurer’s rights of subrogation against other insurance policies, other sources of recovery or the Sellers to the extent provided for in Section VIII of this Policy. The Named Insured shall not be obligated to first pursue claims for Breach against any other insurance policy or other source of recovery prior to being eligible for any payment under this Policy and if there is a dispute as to whether the coverage under this Policy shall be excess of other coverage or if other coverage shall be excess of the coverage under this Policy, the Insured may recover under this Policy and the Insurer shall be subrogated to the extent provided in Section VIII of this Policy to the Insureds’ rights to such other coverage. For the avoidance of doubt, any dispute as to the applicability of, or delay in obtaining coverage pursuant such bond, indemnity or other insurance policy shall not be a basis for refusal or delay of payment hereunder.

IX. NOTICE

- A. All notices to the Underwriting Representative or Insurers under this Policy (including any Claim Notice) shall be given in writing to the Underwriting Representatives at the address below:

Kathy Arp
Senior Vice President, Management & Professional Liability Claims
Skyward Specialty Insurance
800 Gessner Road
Suite 600
Houston, TX 77024
claims@skywardinsurance.com

Gerrit Nagarwalla
Head of Claims – US and Bermuda
Canopus US Insurance, Inc.
200 South Wacker Drive, Suite 950
Chicago, IL 60606
Cus.claims@canopus.com



Akhil Srivastava
Senior Claims Adjuster Specialty
Antares Managing Agency Limited
21 Lime Street
London, EC3M 7HB
United Kingdom
asrivastava@antaresglobal.com

Rashpal Rooprai
VP, Claims Manager
RenaissanceRe Syndicate Management Limited
18th Floor
125 Old Broad Street
London EC2N 1AR
rashpal.rooprai@renre.com

Corinna Schmidtman
Senior Claims Manager, Head of Casualty, Contingency & Sports Claims
HDI Global Specialty SE
Company Number HRB 211924
HDI-Platz 1
30659 Hannover, Germany
HGS_Germany_Claims@hdi-specialty.com
corinna.schmidtman@hdi-specialty.com

With a copy to:
Fusion Specialty Americas Insurance Services
River Point 444 W Lake Street, Suite 1700
Chicago, IL 60606
AmericasMAClaims@fusion.insure

Additionally, pursuant to any statute of any state, commonwealth, territory or district of the United States that makes provision therefor, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer as specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney, upon whom maybe served any lawful process in any action, suit or proceeding instituted by or on behalf of any person or entity insured hereunder or any beneficiary hereunder arising out of this Policy, and hereby designates the above named persons to whom the said officer is authorized and directed to accept service of process on behalf of the Insurer in any such suit.

- A. All notices to the Insureds under this Policy shall be given in writing to the Named Insured to the address set forth in Declaration No. 1, or such other address as the



Named Insured shall direct in writing. For purposes of convenience only and not as a condition precedent to any rights under this Policy, a copy of any such notice or other communication shall be sent simultaneously to the Insurance Broker at its mailing address set forth in Declaration No. 6. , with a copy (which shall not constitute notice) to:

Dickinson Wright PLLC
200 Ottawa Avenue NW, Suite 900
Grand Rapids, Michigan 49503
Attn.: John T. Schuring
Email: jschuring@dickinsonwright.com

- B. Any notices under this Policy shall be in writing, shall be given by overnight mail, email, hand delivery or prepaid express courier and shall be effective upon receipt.

X. AUTHORIZATION AND ACKNOWLEDGEMENTS

- A. Authorization of Named Insured. By accepting this Policy, the Named Insured acknowledges and agrees that the Underwriting Representative and Insurer shall be entitled to rely exclusively upon any written notice given by the Named Insured.
- B. Authorization of Underwriting Representative. The Underwriting Representative is authorized to act on behalf of Insurer with respect to all matters relating to this Policy, including the negotiation and acceptance of any terms and conditions of this Policy (including any Endorsements hereunder), the giving and receipt of any notices and consents to or from the Insureds and the management of any matter subject to a Claim Notice. Insurer shall be bound by the communications made, and the actions taken, by the Underwriting Representative to the Insureds. The Insureds may rely exclusively on communications made, and actions taken, by the Underwriting Representative as the authorized representative for Insurer for any claim reported under this Policy.
- C. Underwriting Representative. The Underwriting Representative is not an Insurer and shall not be liable for any Loss or claim whatsoever.
- D. Other Acknowledgments. By accepting this Policy, each of (i) the Named Insured, on behalf of itself and each of the Additional Insureds, and (ii) the Insurer, on behalf of itself, acknowledges that such parties (x) were represented by competent and experienced legal counsel of their choice in connection with this Policy and (y) are entering into this Policy with full knowledge and acceptance of its terms and conditions.

XI. GOVERNING LAW; ALTERNATIVE DISPUTE RESOLUTION

- A. The construction, validity and performance of this Policy shall be interpreted under the laws of the State of Delaware, without reference to conflict-of-law principles that would require or allow the application of the law of any other jurisdiction. For the purposes of this Policy, the Acquisition Agreement shall be interpreted under the laws of the jurisdiction chosen therein, and where no jurisdiction is chosen, the Acquisition Agreement shall be interpreted by the laws of the State of Delaware, without reference to conflict of law principles that would require or allow the application of the law of any other jurisdiction. Nothing in this Section XI.A shall affect or override the definition and use in this Policy of the defined term “Most Favorable Jurisdiction.”
- B. All disputes that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any dispute regarding the determination of the amount of Loss may be submitted to an alternative dispute resolution (“ADR”) process. The Insured may elect the type of ADR process discussed below; provided, however, that absent a timely election, Insurer may elect the type of ADR process. Notwithstanding the foregoing sentences or anything contained herein to the contrary, the Named Insured shall have the right to direct that any dispute arising under or in connection with this Policy be resolved, and that this Policy be specifically enforced, in a Chosen Court.
- C. If the Named Insured does not direct that a dispute arising under or in connection with this Policy be resolved in a Chosen Court, but instead by mediation, there shall be a single mediator who must be disinterested and have knowledge of the legal, financial, corporate and insurance issues relevant to the matters in dispute. Insurer and the Named Insured shall mutually agree to the procedural rules for the mediation. In the absence of such an agreement, after reasonable diligence, the mediator shall specify commercially reasonable rules. In the event of mediation, either party shall have the right to commence an arbitration proceeding in accordance with Section XI. D below; provided, however, that no such arbitration proceeding shall be commenced until the mediation shall have been terminated and at least 30 days shall have elapsed from the date of the termination of the mediation (the “Cool-Down Period”). Insurer and the Named Insured shall use commercially reasonable efforts to complete the mediation within 30 days of its election, unless otherwise agreed upon in writing by the parties; provided the foregoing shall not affect the duration of or requirement for the Cool-Down Period.
- D. If the Named Insured does not direct that a dispute arising under or in connection with this Policy be resolved in a Chosen Court, but instead by arbitration, such arbitration shall be submitted to JAMS for confidential, final, binding arbitration under and in accordance with its commercial arbitration rules then in effect. With regard to any specific arbitration, the parties thereto shall agree on whether there shall be one arbitrator or three arbitrators. If such parties cannot agree on the

number of arbitrators, there shall be three arbitrators. The panel shall be either a single arbitrator that both parties agree to appoint or a panel of three arbitrators with each party selecting an arbitrator and the arbitrators agreeing upon a third. The arbitrator(s) shall be disinterested, shall have knowledge of the legal, financial, corporate and insurance issues relevant to the matters in dispute. The arbitration award shall not include attorney's fees or other costs. The Insurer and the Named Insured shall use commercially reasonable efforts to cooperate with the arbitrator or arbitrators, as applicable, to have an award or arbitration decision issued within one year of its demand, unless otherwise agreed upon in writing by the parties.

- E. Either choice of ADR process (i.e., mediation or arbitration) shall be commenced in a locale mutually agreed to by Insurer and the Named Insured; provided if no locale can be mutually agreed to then the ADR process and hearing will be in Wilmington, Delaware.
- F. The Insurer and the Insureds hereby irrevocably and unconditionally submit to the exclusive personal jurisdiction of the state courts of Delaware, or to the extent such courts do not have subject matter jurisdiction, the United States District Court for the District of Delaware, and any appellate court from any thereof (the "Chosen Courts") in respect of the interpretation and enforcement of the provisions of this Policy, and in respect of all disputes between the Insurer and the Insureds which may arise under or in connection with this Policy, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any dispute which may arise under or in connection with this Policy, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Chosen Courts or that the Chosen Courts are an inconvenient forum or that the venue thereof may not be appropriate, or that this Policy may not be enforced in or by such Chosen Courts, and the Insurer and the Insureds irrevocably and unconditionally agree that (unless ADR is selected by the Named Insured as provided above) all claims relating to such action, suit or proceeding shall be heard and determined in the Chosen Courts. The Insurer and the Insureds hereby consent to and grant any such Chosen Court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute.
- G. Other Dispute Resolution Rules. The Named Insured shall act on behalf of each and every Insured under this Section XI.

XII. MISCELLANEOUS

- A. Entire Agreement. This Policy, and its attachments and exhibits, constitutes the entire agreement among the Underwriting Representative, Insurer and Insureds concerning the subject matter of this Policy. This Policy supersedes any prior oral or written discussions, agreements or communications among the Underwriting

Representative, the Insurer and the Insureds and their respective Affiliates concerning the subject matter of this Policy.

- B. Construction. This Policy has been negotiated among, and agreed to by, informed and knowledgeable parties, at arm's-length and represented by legal counsel. This Policy shall be construed in the manner most consistent with the relevant terms and conditions of this Policy without regard to authorship of language and without any presumption in favor of either the Insurer or the Underwriting Representative, on the one hand, or the Insureds, on the other hand.
- C. Interpretation.
- i. The descriptions and headings and sub-headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.
 - ii. Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include corporations, partnerships and other unincorporated associations.
 - iii. The word "including" or similar expression in this Policy shall be deemed to mean "including without limitation".
 - iv. The word "person(s)", wherever it appears, means legal or natural person(s) unless otherwise specified.
 - v. References in this Policy to a "Declaration", a "clause", a "Section" or an "Exhibit" shall mean the Declarations, a clause, a Section or an Exhibit of or to this Policy unless otherwise stated.
 - vi. "USD", "USD\$" and "\$" all refer to United States dollars.
 - vii. The words "to the extent" wherever they appear, mean "to the extent and only to the extent".
 - viii. The word "entity" shall be deemed to include any government or political subdivision, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any federal, state, local or foreign court or arbitrator.
- D. Amendment. This Policy may not be amended, altered or modified except by a written consent of the Named Insured and the Underwriting Representative, on behalf of the Insurer; provided that neither Section VIII.B(ii), regarding waiver of subrogation with respect to the Seller Parties, this section XII.D, nor any other section that affects the rights or obligations of the Seller Parties, shall be amended without the prior written consent of Seller.
- E. Assignment. This Policy and any rights and obligations hereunder may not be assigned or transferred by the Insureds without the prior written consent of the Underwriting Representative (such consent not to be unreasonably withheld,

conditioned or delayed). Nevertheless, without the consent of the Underwriting Representative or the Insurer, this Policy may be assigned (in whole or in part) by the Insureds (so that, in effect, an additional party may be added as an Additional Insured) to (i) an Affiliate of the Insureds, (ii) a subsequent direct or indirect purchaser, assignee, transferee or successor-in-interest of the Insureds or the business or all or substantially all of the assets acquired pursuant to the Acquisition Agreement; or (iii) to a Loss Payee as provided in Section XII. F below; provided that no assignment shall be effective if (a) it would create multiple claims or multiple payees for the same claim, or (b) the Named Insured would be a person or entity organized or formed outside of the United States, or (c) it would vest any rights in a Loss Payee to the Insureds under this Policy other than the right to payment. In connection with a permitted assignment of this Policy by the Insureds pursuant to this Section XII. E, the Insurer agrees that any permitted assignee of any Insured shall also be, for all purposes under this Policy, considered an Insured and deemed to have relied on the representations and warranties set forth in the Acquisition Agreement or the Ancillary Documents and, to the extent there is a breach thereof, have suffered a Loss by virtue of any breach of the representations and warranties set forth in the Acquisition Agreement or the Ancillary Documents. The Insurer may not assign this Policy without the prior written consent of the Named Insured; provided that the Insurer may assign this Policy to another insurer that is a subsidiary or Affiliate of the Insurer provided such other insurer's financial strength rating (Moody's or Standard & Poor's) is equal to or better than that of the Insurer as of the date of such assignment.

- F. Loss Payee. Upon written notice to the Underwriting Representative, the Named Insured may assign the Insureds' rights to receive proceeds payable under this Policy to any bank(s) and/or holder(s) of debt securities and/or financial institution(s) and/or hedge counterparties and/or any other person or entity lending money or making other banking facilities available to any Insured (a "Loss Payee"). Except for the right of a Loss Payee to receive any such proceeds payable under this Policy, no Loss Payee shall have any rights or obligations under this Policy or be deemed to be an Insured under this Policy, and the Underwriting Representative and the Insurer shall owe no duties to any such Loss Payee in connection with this Policy.
- G. Benefit. This Policy shall inure only to the benefit of the Insurer and Insureds and the respective successors and permitted assigns of the foregoing, and no other person or entity shall have any legal or equitable right, remedy or claim under or in respect of this Policy, except as set forth in (i) Section VIII. B of this Policy with respect to the Insurer's subrogation rights against the Sellers and (ii) Section XII. D of this Policy with respect to any amendment, alteration or modification of this Policy requiring Seller's prior written consent.
- H. Execution; Facsimile and Electronic Copies. This Policy may be executed in one or more counterparts, each of which shall be an original. Delivery of an executed counterpart of



a signature page to this Policy by facsimile, electronic transmission or scanned pages shall be effective as delivery of a manually executed signature page to this Policy.

XIII. ACQUISITION AGREEMENT

The Insureds shall not (i) amend, supplement or rescind the Acquisition Agreement, (ii) give any consent or waiver under the Acquisition Agreement or (iii) grant any authority to do any of the foregoing, in each case, without the prior written consent of the Underwriting Representative (such consent not to be unreasonably withheld, conditioned or delayed) if such amendment, supplement, rescission, consent or waiver would reasonably be expected to actually prejudice the Insurer's rights or liabilities under this Policy, with the Insurer bearing the burden of proving any such actual prejudice. The foregoing shall not restrict the Insureds from controlling their defense pursuant to Section VII of this Policy or agreeing to settlements and judgments permitted by Section VII.B of this Policy or relieve obligations of the Insurer except to the extent that Loss is actually increased as a result of any such amendment, supplement, rescission, consent or waiver in violation of this Section XIII (with the Insurer having the burden of proving such causal connection).

XIV. FAILURE TO COMPLY

Any failure of the Insureds to comply with any of the provisions of Sections V through VIII of this Policy, or any other obligation of the Insureds set forth herein, shall not relieve the Insurer of its obligations under this Policy except to the extent the Insurer is actually prejudiced thereby (with the Insurer having the burden of proving such actual prejudice and which shall not otherwise diminish or delay coverage); provided, however, that (x) the Insureds' obligations under Section VII(B) of this Policy shall not be affected by the foregoing and (y) in no event may a Claim Notice be delivered to the Underwriting Representative later than the 60th day following the applicable Expiration Date.

XV. TRADE SANCTIONS

This insurance coverage does not apply to the extent that trade or economic sanctions of any country prohibit the Insurer or any member of any respective Insurer's group (including any parent company or controlling entity) from providing insurance coverage hereunder. Whenever coverage provided by this Policy would be in violation of any U.S., United Kingdom, or European Union economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control, such coverage shall be null and void.

XVI. CONDITIONS; CANCELLATION

This Policy is non-cancelable, non-rescindable and non-renewable, and the Premium hereunder is fully earned from the Inception; provided that, in entering into this Policy, the Insured acknowledges that coverage under this Policy is conditioned upon:



- A. Payment to the Underwriting Representative of any amounts outstanding with respect to the underwriting fee due under the Fee Agreement and Invoice dated July 23, 2024;
- B. Payment of the Premium to the Underwriting Representative within 20 days of Closing;
- C. Delivery to the Underwriting Representative of the executed No Claims Declaration; and
- D. Delivery to the Underwriting Representative of (i) an electronic storage device with the complete documents in the virtual data room associated with the Acquisition Agreement within 60 days of the Closing; and (ii) the fully-executed Acquisition Agreement within 60 days of the Closing.
- E. The Closing has occurred on or before the date that is 15 months of the date of Inception. At the Insurer's sole discretion coverage may be extended upon written request from the Insured.

If any of the conditions of this Section XVI is not met within 15 days of the applicable date, and after written notice to the Insured from the Insurer specifying such default, the Insured has not cured such default within an additional 15 days, the Insurer is entitled to terminate this Policy by written notice to the Insured, in which case the Insurer shall have no liability under this Policy and, if the Insured has paid the Premium prior to such termination, then the Insurer shall promptly refund the Premium to the Insured, less the deposit premium paid or payable pursuant to Section XVI.A above. In its discretion, the Insurer may waive any right to cancel the Policy based on any such failure set forth in this Section XVI or extend the period to satisfy this Section XVI.



EXHIBIT A

ACQUISITION AGREEMENT



EXHIBIT B

DEAL TEAM MEMBERS

- o Sanjoy Musunuri
- o Alexander J. Miller
- o Daniel M. Risku



EXHIBIT C-1

No Claims Declaration – Inception

The undersigned, on behalf of the Named Insured as its duly authorized signatory and not in any individual capacity, hereby certifies as of immediately prior to Closing that:

1. Acquisition Agreement, together with the schedules and exhibits attached thereto, and any agreements referred to therein, represents as of the date hereof, the material documents executed and delivered by the parties thereof concerning the matters contemplated by the Acquisition Agreement (the “Transaction Documents”).
2. After having made reasonable inquiries of the Deal Team Members, it is my understanding that, each of the Deal Team Members has read the Transaction Documents and due diligence reports referred to in section 3 below, neither I nor any Deal Team Member has any Actual Knowledge of any Breach, except for as disclosed hereto:

_____.

3. The Underwriting Representative has been provided with true and complete copies of the Acquisition Agreement and any formal, final (or to the extent not final, the most current draft) written due diligence reports prepared by the Insureds and/or their advisors in connection with the transactions contemplated by the Acquisition Agreement.

Capitalized terms have the meanings assigned to them in the Buyer-Side Representations and Warranties Policy No. FS412024US.

CareSource

By: _____

Name:

Title:

Date:



EXHIBIT C-2

No Claims Declaration - Closing

The undersigned, on behalf of the Named Insured as its duly authorized signatory and not in any individual capacity, hereby certifies as of immediately prior to Closing that:

1. The Acquisition Agreement represents as of the date hereof, the material documents executed and delivered by the parties thereof concerning the matters contemplated by the Acquisition Agreement (the “Transaction Documents”).
2. After having made inquiries of the Deal Team Members, it is my understanding that, each of the Deal Team Members has read the Transaction Documents and at least one Deal Team Member has read each of the due diligence reports referred to in section 3 below, and neither I nor any Deal Team Member has any Actual Knowledge of any Interim Breach except for as disclosed hereto:

_____.
3. The Underwriting Representative has been provided with genuine and complete copies of the Acquisition Agreement and any formal, final (or to the extent not final, the most current draft) formal written due diligence reports prepared by the Insured’s advisors in connection with the transactions contemplated by the Acquisition Agreement.
4. The exclusive remedy for any inaccuracy in this Closing No Claims Declaration is set forth in Section III(A) of this Policy.

Capitalized terms have the meanings assigned to them in the Buyer-Side Representations and Warranties Policy No. FS412024US.

CareSource

By: _____

Name:

Title:

Date:

Claim Notice

In accordance with the terms of Buyer-Side Representations and Warranties Insurance Policy No. FS412024US (the “Policy”) issued to the Insureds, this Claim Notice is delivered to the Insurer under the Policy pursuant to Section V of the Policy.

The undersigned Named Insured hereby reports that (check all that apply):

1. **Notice of Breach or Potential Breach** A Deal Team Member has Actual Knowledge of a Breach or facts, conditions, or other matter under investigation by the Deal Team Member that would reasonably be expected to give rise to a Breach. Based upon the information reasonably available to the Named Insured and to the extent of the Actual Knowledge of the applicable Deal Team Member as of the date of this Claim Notice, attached hereto is a reasonably detailed description of such Breach or potential Breach to the extent actually known in light of information reasonably available, including the allegedly implicated representations and warranties which may have been breached, the date such Deal Team Member had Actual Knowledge of such Breach or fact or conditions or other matter, and if reasonably practicable to estimate the estimated amount of Loss which is reasonably expected to result.

2. **Third-Party Demand** A Deal Team Member has Actual Knowledge of a Third Party Claim that was asserted by and to the extent reasonably known (in light of the information reasonably available to the Named Insured) such Third Party Claim is estimated to be in the amount of \$ _____ on _____. Based upon the information reasonably available to the Named Insured and to the extent of the Actual Knowledge of the applicable Deal Team Member as of the date of this Claim Notice, attached hereto is a reasonably detailed description of the material facts, conditions and issues of such Third Party Claim in light of information reasonably available, including without limitation the representations and warranties which allegedly contain a Breach, the facts alleged in the Third Party Claim, the date such Deal Team Member had Actual Knowledge of such Third Party Claim, and if reasonably practicable to estimate, the estimated amount of Loss which would reasonably be expected to result.



3. **Loss**

A \$_____ Loss occurred on _____. Based upon the information reasonably available to the Named Insured and to the extent of the Actual Knowledge of the applicable Deal Team Member as of the date of this Claim Notice, attached hereto is a reasonably detailed description of the material facts, events or conditions believed to be related to such Loss in light of information reasonably available, including without limitation the representations and/or warranties which allegedly contain a Breach and the date such Deal Team Member had Actual Knowledge of such Loss.

[]
c/o []

By: _____

Name:

Title:

Date:

Ancillary Documents

1. None

Schedule of Lloyd's Provisions

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiations from or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
5. any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920

08/10/2001

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464

01/01/1938

JSC2015/005

Several Liability Clause

PLEASE NOTE -This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096 (Combined Certificate)

7 March 2008



**U.S. Terrorism Risk Insurance Act of 2002 as amended
New Business Endorsement**

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

In consideration of an additional premium of USD [REDACTED] paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage, and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5389

09 January 2020

[illegible]

Exhibit G-1
Form of Retention Bonus Agreement

See attached.

RETENTION BONUS AGREEMENT

This **RETENTION BONUS AGREEMENT** (this “Agreement”), is made by and between COMMUNITY CARE, INC. (the “Company”) and [EMPLOYEE NAME] (“Employee”).

WHEREAS, this Agreement is conditioned upon the satisfactory execution of definitive agreements relating to a Transaction currently contemplated by the Company (“Transaction”).

WHEREAS, Employee is currently employed by the Company;

WHEREAS, the Company desires to employ Employee in an at-will capacity following the Transaction, and to have Employee continue to provide key employment services to the Company; and

WHEREAS, in consideration of Employee’s contributions to the Company and to incentivize Employee’s retention with the Company following the closing of the Transaction, the Company desires to pay Employee, and Employee accepts, the Retention Bonus opportunity outlined below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are hereby incorporated by reference into this Agreement.

2. Eligibility Criteria. To receive the applicable portion of the Retention Bonus, Employee must meet one of the following criteria (the “Eligibility Criteria”):

(a)

[REDACTED]

r

(b)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Ineligibility. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Retention Bonus. [REDACTED]

[REDACTED] Each payment of the Retention Bonus shall be made in accordance with the Company's standard payroll practices, on the next normally scheduled payroll date(s) following the date(s) on which the Eligibility Criteria is met.

5. Employment at Will. This Agreement does not constitute an employment agreement and does not guarantee or imply a right to continued employment for any period, and Employee acknowledges that, unless otherwise set forth in a separate agreement between Employee and the Company, Employee's employment is and shall continue to be at-will, subject to termination by either party with or without cause, with or without notice.

6. Release Requirement. To meet the Eligibility Criteria set forth in Section 2(b), above (i.e. only with respect to a termination of employment prior to one or more Target Dates), Employee must execute (and not revoke) a customary release of claims reasonably acceptable to the Company (the "Release"), which shall include releasing any and all claims to severance payments under the Company's Severance Plan or any other agreement(s) between Employee and the Company, and such release must be signed (and any applicable revocation period must expire without revocation having occurred) no later than sixty (60) days after Employee's last day of employment with the Company.

7. Confidentiality. For purposes of this Section 7, the term "Business" means any business in which Employee has been materially engaged as an employee of any member of the Company Group during the immediately [REDACTED]

(a) Confidential Information Defined. As used in this Agreement, the term “Confidential Information” means all information, knowledge and data, whether oral or written, electronic or in other form, that is not generally known to the public (unless as a result of a violation of this Agreement) and relates to any member of the Company Group or the Business including, but not limited to, proprietary information, technical data, trade secrets, know-how, flow-charts, research, software, developments, inventions, processes, formulas, algorithms, prices and costs, technology, designs, drawings, engineering, hardware configurations, marketing, finances, forecasts, product plans, business plans, internal processes, sales strategy, business strategy, and other information regarding products, services and markets therefor, suppliers, contributors, customer lists, terms of customer agreements, advisory board lists, information about customers, information designated “confidential,” “proprietary,” and/or other similar designation that is owned or controlled by third parties that became known to Employee as a result of involvement with the Business and/or under obligations of a non-disclosure or similarly restrictive agreement, and other proprietary or internal business information. Without limiting the broad nature of the foregoing, “Confidential Information” shall also include the financial and other terms of this Agreement; however, Employee may share such details on a strict need-to-know basis with Employee’s spouse, attorney, or tax professional, provided such person has agreed to maintain confidentiality of such information in accordance with the terms hereof, and Employee shall accept liability for such third-party’s breach of their duties of confidentiality.

(b) Protection of Confidential Information. Employee agrees at all times during Employee’s employment with the Company Group [REDACTED], to hold the Confidential Information in strictest confidence, and not to directly or indirectly use, copy, distribute, disclose, or disseminate, in whole or in part, any of such Confidential Information for one’s own benefit or for the benefit of any person, firm, corporation, association, entity or other organization (other than any member of the Company Group), except as authorized by and for the benefit of the Company Group or as required by Law (including (A) filing a charge or complaint with, participating in an investigation or proceeding conducted by, or reporting possible violations of law or regulation to any federal, state or local government agency, or (B) truthfully responding to or complying with a subpoena, court order, or other legal process); *provided, however*, that in such case, and unless prohibited by law, Employee shall notify the Company within three (3) business days of receiving such a subpoena, court order, or other legal process, so the Company may have a reasonable opportunity to respond. Nothing in this Agreement shall be construed as prohibiting Employee from exercising any rights Employee may have under applicable labor laws to engage in concerted activity with other employees.

(c) Trade Secrets. Employee understands that the terms of this provision supplement any other confidentiality undertaking or obligations that Employee has to the Company Group under any statute, common law or otherwise. The parties agree that nothing in this Agreement will be construed to limit or negate the law of trade secrets and/or common law of torts which may provide the Company Group with broader protection than that provided herein. With respect to the disclosure of a trade secret and in accordance with 18 U.S.C. § 1833, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is

not disclosed to the public. Employee is further notified that if Employee files a lawsuit for retaliation by the Company Group for reporting a suspected violation of law, Employee may disclose trade secrets to Employee's attorney and use such information in the court proceeding, provided that Employee files any document containing the trade secret under seal so that it is not disclosed to the public, and does not disclose the trade secret except pursuant to court order.

8. Entire Agreement; Prior Agreements. This Agreement and the Transaction documents (and any agreements ancillary thereto) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and contain all of the agreements between said parties with respect to the subject matter hereof.

9. Section 409A. Payments made under this Agreement are intended to be "short-term deferrals" that do not constitute "deferred compensation" subject to Section 409A of the Internal Revenue Code. Notwithstanding the foregoing, this Agreement will be construed and interpreted in accordance with the requirements of Section 409A of the Internal Revenue Code, if applicable.

10. Notices. All notices, demands, or other communications shall be sent to Employee and the Company at the addresses indicated below or to such other address or to the attention of such other persons as the recipient party has specified by prior written notice to the sending party.

Notice to Employee:

Notice to Company:

Sherrice Harrell, Chief Administrative Officer
Community Care, Inc.
3220 West Vliet Street
Milwaukee, WI 53208

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid or illegal provision had never been contained herein.

12. Governing Law; Venue. The interpretation and construction of this Agreement, the obligations of the parties hereunder, and any claims or disputes relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Wisconsin excluding the choice or conflicts of law rules of that state which might otherwise be applicable. Each of the parties to this Agreement, (a) agrees that any action, suit or proceeding by such party seeking any relief whatsoever arising out of, or in connection with, this Agreement shall be brought and enforced in the Federal Courts in the state of Wisconsin or state courts in the State of Wisconsin,

(b) agrees to submit to the sole and exclusive jurisdiction of such courts for purposes of all actions, suits or proceedings arising out of, or in connection with, this Agreement, (c) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court or any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum, (d) waives any right to transfer, and agrees not to transfer, any action, suit or proceeding originally brought in or removed to Federal Court in the state of Wisconsin to any other Federal Court, (e) agrees that a final judgment in any such action or action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law, and (f) agrees that service of process in any such action shall be in accordance with the laws of the State of Wisconsin. EMPLOYEE AND THE COMPANY WAIVE TRIAL BY JURY AND CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

13. Amendment and Waiver. No provision of this Agreement may be altered, amended and/or waived, except by a written document signed by all parties hereto setting forth such alteration, amendment, and/or waiver. The parties hereto agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provisions or obligations under this Agreement. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

14. Severability; Successors and Assigns. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such portion shall be deemed deleted as though it had never been included herein, but the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon and the benefits thereof shall inure to the parties hereto and their respective legal representatives, heirs, successors, and assigns, provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto, except that the Company may transfer or assign its rights under this Agreement, in whole or from time to time in part, to any member of the Company Group or to its lenders as collateral security or in connection with a sale of all or substantially all of the assets or equity interests (whether by direct sale, merger or otherwise).

15. Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

16. Counterparts. This Agreement may be executed and delivered in two (2) or more original, facsimile or .pdf counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same document.

17. Independent Review and Advice. Employee represents and warrants that Employee executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which each party may have with respect to one another; that Employee has had the opportunity to receive independent legal advice with respect

to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters; and that Employee is entering into this Agreement of his, her or its own free will. Employee expressly agrees that there are no exceptions contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties hereto agree that this Agreement shall not be construed for or against any party in any interpretation thereof.

18. Automatic Termination. This Agreement shall automatically terminate if first Target Date does not occur on or before [DATE]. In the event of any dispute as to whether a Target Date has occurred, the Company's reasonable interpretation of such term shall be definitive and binding on the Parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have duly executed this Retention Bonus Agreement to be effective as of the date last set forth below.

COMPANY:

EMPLOYEE:

COMMUNITY CARE, INC.

By: _____

Kenneth Munson
Chief Executive Officer

[NAME]

Date: _____

Date: _____