

Exhibit A

Affiliation Agreement (Redacted)

AFFILIATION AGREEMENT

BETWEEN

COMMON GROUND HEALTHCARE COOPERATIVE

AND

CARESOURCE

Dated Effective as of

March 28, 2024

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “Agreement”) is dated effective as of March 28, 2024 by and between Common Ground Healthcare Cooperative, a Wisconsin nonprofit cooperative and an entity exempt from federal income taxation as described in Section 501(c)(29) of the Code (“CGHC”), 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”) (CGHC and CareSource are sometimes referred to in this Agreement as the “Parties” and individually as a “Party”).

RECITALS

WHEREAS, CGHC 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, CGHC is a Wisconsin nonprofit cooperative that participates in the Federal CO-OP Program, operating in 24 counties in the State of Wisconsin and serving individuals and small group employers;

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

WHEREAS, CareSource and CGHC 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 CGHC’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 CGHC to work and invest together, realizing valuable synergies and improving efficiency for operations, technology, data and analytics, and strategic insight;

WHEREAS, CGHC and CareSource’s wholly owned subsidiary, CareSource Management Services LLC, have executed an administrative services agreement dated as of February 20, 2024;

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 COMBINATION

1.1 CareSource Membership. The Parties will effect the Affiliation as of the Closing Date, consistent with the terms of this Agreement, the Guiding Principles and CGHC's Organizational Documents, which shall be amended and restated as of the Closing Date to designate CareSource as the sole Class A Member of CGHC with the right to elect all the members of CGHC's Board of Directors and thereby direct the management of CGHC and the use of CGHC's facilities. The form of CGHC's Amended and Restated Articles of Incorporation and Amended and Restated Bylaws that will designate CareSource as the sole Class A Member, and CGHC's current members as the Class B members, of CGHC to be effective as of the Closing Date are attached hereto as Exhibits A and B respectively (collectively, the "Amended and Restated Organizational Documents").

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; and

(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 CGHC and to deliver a transformative health care experience for such members and the respective communities it serves.

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. New York City time on the second (2nd) Business Day 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 CGHC and CareSource. The date of the Closing is referred to herein as the “Closing Date.” All matters to be calculated as of the Closing Date pursuant to this Agreement shall be calculated as of 12:01 a.m. on the Closing Date.

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

(a) A copy of the Amended and Restated Organizational Documents of CGHC, in the form set forth in Exhibits A and B attached hereto and evidence of the filing of CGHC’s Amended and Restated Articles of Incorporation with the Wisconsin Department of Financial Institutions.

(b) An executed counterpart of the Call Rights Agreement.

(c) A certificate from an officer of CGHC, 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 CGHC authorizing the execution and delivery of this Agreement and the consummation by CGHC 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 CGHC for the Affiliation and/or any other transactions contemplated by this Agreement 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 CGHC for the Affiliation and/or other transactions contemplated by this Agreement with evidence such notice was timely provided, and in each case, in form and substance reasonably acceptable to CareSource.

(f) A certificate certifying that CGHC 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) Evidence of receipt of the Member Approval.

(h) Evidence of termination of the Federal CO-OP Loan Agreement and an acknowledgement from CMS that the aggregate principal amount and all accrued but unpaid interest on the loan under the Federal CO-OP Loan Agreement has been fully repaid.

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

2.3 Deliveries of CareSource. At the Closing, CareSource shall deliver or cause to be delivered to CGHC:

(a) An executed counterpart of the Call Rights Agreement.

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

(c) (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 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 with evidence such notice was timely provided.

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

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF CGHC

CGHC 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 CGHC 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, CGHC 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 and thereunder. The execution and delivery of this Agreement by CGHC, CGHC’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, except for the Member Approval, no other act or proceeding on the part of

CGHC 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. This Agreement has been duly executed and delivered by CGHC 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 CGHC will each constitute, a valid and binding obligation of CGHC, enforceable in accordance with its terms.

3.2 Organization and Valid Existence. CGHC (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 CGHC. CGHC has made available to CareSource true, correct and complete copies of the Organizational Documents of CGHC, as in effect on the date hereof (reflecting all amendments and modifications made thereto prior to the date hereof). CGHC is not in violation of such Organizational Documents in any respect. CGHC (x) only operates within the State of Wisconsin and (y) has no Subsidiaries or Affiliates.

3.3 Governmental Authorizations. The execution, delivery and performance of this Agreement by CGHC, and the consummation by CGHC 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 3.3 of the CGHC Disclosure Letter (the "Required Approvals").

3.4 Non-Contravention. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby 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 CGHC, as amended, (b) contravene or conflict with, or result in any violation or breach of, any Law applicable to CGHC or by which any assets of CGHC ("CGHC 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 3.4 as would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of CGHC 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 CGHC pursuant hereto.

3.5 Financial Statements.

(a) CGHC has furnished CareSource with true, complete and accurate copies of (i) the audited consolidated balance sheets of CGHC as of December 31, 2021 and December 31, 2022 (the “Balance Sheet Date”), and the related audited consolidated statements of operations and comprehensive income, equity and cash flows of CGHC for the fiscal years then ended, together with the notes thereto and the reports of CGHC’s independent accountants with respect thereto (the “Audited Financial Statements”) and (ii) the unaudited consolidated balance sheets of CGHC as of December 31, 2023 (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 or SAP, as applicable, and (ii) present fairly, in all material respects, the financial position of CGHC as of their respective dates and the results of operations for CGHC 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, and (iii) the Parties acknowledge the risk adjustment program determination results in the qualified opinion.

(b) CGHC has no material Liabilities, other than (w) Liabilities disclosed, reflected or reserved against on any of the Financial Statements or Statutory Statements, (x) Liabilities incurred in the Ordinary Course of the Business consistent with past practice since the Balance Sheet Date, (y) Liabilities for Taxes and (z) other Liabilities that would not be material to CGHC.

3.6 Accounting Controls; Books and Records. CGHC 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 or SAP, as applicable, and to maintain accountability for assets of CGHC, and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets of CGHC. CGHC has not identified or been made aware of (x) any significant deficiency or material weakness in the system of internal accounting controls utilized by CGHC, (y) any fraud, whether or not material, that involves the management of CGHC who has a role in the preparation of financial statements or the internal accounting controls utilized by CGHC or (z) any claim or allegation regarding any of the foregoing. CGHC maintains an adequate system of internal controls pursuant to the requirements of SAP and the OCI.

3.7 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) CGHC has conducted its business, in all material respects, in the Ordinary Course of Business and (b) CGHC 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.

3.8 Litigation. There are no Proceedings pending against CGHC and, to the Knowledge of CGHC, there are no Proceedings threatened to be brought against CGHC, 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 CGHC, taken as a whole, or CGHC'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 CGHC that, individually or in the aggregate, would reasonably be expected to be material to CGHC taken as a whole.

3.9 Contracts. Section 3.9 of the CGHC Disclosure Letter sets forth a list of all of the following Contracts (x) to which CGHC is a party as of the date of this Agreement or (y) by which CGHC or any of its 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 CGHC to (i) freely engage in any line of business or in any market or geographic area or (ii) to compete with any Person;

(b) Contracts under which CGHC has incurred, created, assumed or guaranteed outstanding Liabilities of any other Person, granted a Lien on any asset or group of assets of CGHC, or that are letter of credit arrangements or performance bond arrangements;

(c) Contracts for borrowed money or other evidence of Indebtedness;

(d) Contracts under which CGHC 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 equity interests of another Person which contain "earn-out" obligations with respect to CGHC 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;

(h) any sales or distribution Contract involving payments by CGHC in excess of [REDACTED] per annum;

(i) any Contract with a Provider involving payments in excess of [REDACTED] in the fiscal year ended December 31, 2023;

(j) 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;

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

(l) any Contract (other than with Providers) for the purchase, lease or rental of supplies, products, equipment or other personal property or for the receipt of services that involve annual payments by CGHC in excess of [REDACTED] in the fiscal year ended December 31, 2023;

(m) any Real Property Lease;

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

(o) any Contract (w) involving the exclusive licensing of any Owned Intellectual Property, (x) under which CGHC is granted any license, right, covenant, or immunity under any Intellectual Property of a Person (other than non-exclusive end user licenses of uncustomized, commercially available, off-the-shelf Software used for CGHC’s internal use), (y) under which CGHC grants to a Person any license, right, covenant, or immunity under any Intellectual Property (other than end user agreements that grant non-exclusive licenses of CGHC 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 CGHC develops or assigns any Intellectual Property for the benefit of any CGHC (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).

Each Material Contract is a valid and binding agreement of CGHC and, to the Knowledge of CGHC, 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 CGHC nor, to the Knowledge of CGHC, any other party thereto, is in material breach or violation of, default under or has repudiated any such Material Contract. CGHC 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 CGHC 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 CGHC, is threatened which, after the giving of notice, lapse of time or otherwise, would constitute a breach, violation or default by CGHC under any Material Contract or, to the Knowledge of CGHC, any other party to any Material Contract or would permit acceleration, termination or material modification of any Material Contract.

3.10 Benefit Plans.

(a) Section 3.10(a) of the CGHC Disclosure Letter lists all material CGHC Benefit Plans. “CGHC 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 CGHC Benefit Plans, 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 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 CGHC or to which CGHC is required to make contributions or with respect to which CGHC has any Liability, in each case with respect to current or former directors, officers, employees or consultants of CGHC.

(b) With respect to each CGHC Benefit Plan set forth, or required to be set forth, in Section 3.10 of the CGHC Disclosure Letter, CGHC 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 CGHC 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 CGHC Benefit Plan.

(c) Neither CGHC, nor any entity that would be treated together with CGHC 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 that would be treated together with CGHC 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 CGHC, taken as a whole: (i) each CGHC 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 CGHC Benefit Plan; (iii) with respect to each CGHC 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, (B) its related trust has been determined to be exempt from taxation under Section 501(a) of the Code (or any similar provision of Law) and (C) to the Knowledge of CGHC, 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) CGHC has not incurred or expects 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) CGHC 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 CGHC Benefit Plan that would subject CGHC to any Tax or penalty imposed by ERISA or the Code.

(e) No CGHC Benefit Plan provides health, medical, life insurance or death benefits to current or former employees of CGHC 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) Except as would not result in material Liability to CGHC, taken as a whole, there do not exist any pending or, to CGHC'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 CGHC Benefit Plan, including any pending or, to CGHC'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 CGHC Benefit Plan.

3.11 Labor Relations.

(a) No employee of CGHC is represented by a labor union, works council, or other labor organization and, to the Knowledge of CGHC, no union or employee organizing efforts have occurred since the Look-Back Date or are now underway. CGHC 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. CGHC is, or since the Look-Back Date has not been, subject to any pending or, to the Knowledge of CGHC, 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, CGHC 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) CGHC 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 CGHC, taken as a whole. CGHC 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 CGHC, taken as a whole: (i) CGHC 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 CGHC policy; and (ii) each individual who has provided services to CGHC since the Look-Back Date and was classified and treated by CGHC as an independent contractor, consultant, or other service provider is and was properly classified and treated for all applicable purposes. To the Knowledge of CGHC, no

officer or executive of CGHC: (x) has any present intention to terminate his or her employment with CGHC; 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 CGHC to conduct its business. There are no pending or, to CGHC's Knowledge, threatened charges, complaints, arbitrations, audits, or investigations before any Governmental Authority brought against CGHC 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 CGHC, that would reasonably be expected to result, individually or in the aggregate, in material Liability to CGHC, taken as a whole.

(c) In the past three (3) years, (i) no allegations of sexual harassment or sexual misconduct have been made in writing, or, to the Knowledge of CGHC, threatened to be made against or involving any current or former officer, director or other employee by any current or former officer, employee of CGHC, and (ii) CGHC 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.

3.12 Real Property; Personal Property.

(a) CGHC does not own, and since the Look-Back Date has not owned, any real property.

(b) Each of the leases, subleases, licenses, concessions and other occupancy agreements (written or oral) to which CGHC 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 CGHC thereunder, and any guaranties thereof (collectively, the "Real Property Leases") is a legal, valid, binding enforceable agreement of CGHC. Section 3.12(b) of the CGHC Disclosure Letter sets forth a list of all real property leased by CGHC (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. CGHC 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. CGHC 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. As of the date of this Agreement, no leasehold interest held by CGHC in any such Leased Real Property is subject to any Lien, except for Permitted Liens. No material breach or material default on the part of CGHC, or to the Knowledge of CGHC, any counterparty thereto, exists under any Real Property Lease, and, to the Knowledge of CGHC, 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. Except as set forth in Section 3.12(b) of the CGHC Disclosure Letter, no possession and quiet enjoyment of the Leased Real Property by CGHC has been disturbed and, to the Knowledge of CGHC, there are no material disputes with respect to the Real Property Leases. CGHC 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 CGHC assigned or transferred its interest in any Real Property Lease or any

portion thereof. CGHC 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. No condemnation proceeding is pending or, to the Knowledge of CGHC, threatened with respect to any Leased Real Property or material portion thereof.

(c) The Leased Real Property identified in Section 3.12(c) of the CGHC Disclosure Letter comprise all of the real property leased or subleased by CGHC.

(d) CGHC 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 CGHC (i) comprise all of the property and assets of CGHC used for or held for use in, the conduct of their respective business as currently conducted and (ii) are, in all material respects, in usable condition for the operation of the business of CGHC, ordinary wear and tear and aging excepted.

3.13 Intellectual Property Matters. Section 3.13 of the CGHC 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 CGHC. CGHC is the sole owner of the items listed above, free and clear of all Liens and either CGHC 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. CGHC has taken at all times reasonable efforts to protect their material trade secrets and the integrity, security and continuous operation of their material software and systems, and there have been no material violations, breaches or outages of same. As of the date hereof, CGHC 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 their respective businesses.

3.14 Conflicts of Interest. No officer, director or trustee, 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;

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

(c) has any cause of action or other claim against, or owes an amount to CGHC, 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, CGHC; or

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

3.15 Permits; Compliance with Laws and Other Instruments.

(a) Section 3.15(a) of the CGHC 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 CGHC to own, lease, use and operate their respective properties and assets or to carry on their respective business (collectively, the “CGHC Permits”). CGHC is, and since the Look-Back Date has been, in possession of and in material compliance with all CGHC Permits. All such CGHC 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 CGHC, 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 CGHC Permits and no suspension, limitation, revocation or cancellation of any of the CGHC Permits is pending or, to the Knowledge of CGHC, has been threatened against CGHC. Except for past violations for which CGHC are not subject to any current liability, to the Knowledge of CGHC, CGHC respective Representatives is and has been in material compliance with such CGHC Permits.

(b) CGHC is and has at all times since the Look-Back Date been in compliance with (i) all Laws applicable to CGHC or by which any of its assets are bound, and (ii) all Laws applicable to, and the terms and conditions of, all CGHC Permits, except in each case as would not reasonably be expected to be, individually or in the aggregate, material to CGHC taken as a whole. To CGHC’s Knowledge, each of CGHC’s directors, officers, 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 CGHC.

(c) To the Knowledge of CGHC, each employee and any other authorized Person acting for or on behalf of CGHC, 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 CGHC, (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 any CGHC, is performing only those services which are permitted by such Permit or other qualification.

3.16 Taxes.

(a) CGHC is recognized by the IRS as exempt from federal income taxation at the time of execution of this agreement as an organization described in Section 501(c)(29) of the Code. At the time of the Closing, CGHC will be an organization described in Section 501(c)(3) of the Code. CGHC has no Knowledge of any Proceeding pending or threatened by the IRS to revoke or terminate its status under the Code. CGHC 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. CGHC 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 CGHC, nor, to CGHC’s Knowledge, have any deficiencies or claims for any Tax Liability of CGHC been proposed, asserted or assessed which remain unpaid.

(d) There is (i) no Proceeding pending or in progress or, to CGHC’s Knowledge, threatened regarding any Taxes relating to CGHC 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 CGHC as of the date hereof have been made on tax or information returns filed by CGHC.

(f) All Taxes that CGHC 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.

3.17 Insurance Policies. CGHC is covered by valid and currently effective insurance policies and all premiums payable under such policies have been paid to date. CGHC 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 CGHC (“Insurance Policies”) provide adequate coverage for all normal risks incident to the business of CGHC and their respective 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. CGHC does not have any self-insurance program or co-insurance programs. CGHC 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 CGHC, taken as a whole, or CGHC’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 CGHC 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) CGHC is not in default under any such Insurance Policy. CGHC have 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 CGHC, 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.

3.18 Insurance Operations.

(a) Since the Look-Back Date, CGHC 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 CGHC with or submitted by CGHC 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 CGHC’s independent auditors, and CGHC 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. CGHC complies in all material respects with all applicable solvency requirements, including risk-based capital requirements under applicable Laws. The loss reserves of CGHC 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 CGHC as of such date.

(b) Since the Look-Back Date, the business of CGHC (including, to the Knowledge of CGHC, 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 CGHC, or CGHC’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 CGHC, threatened charge by any Governmental Authority that CGHC 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 CGHC, threatened investigation by any Governmental Authority with respect to any possible violations in any material respect by CGHC of, any applicable insurance Law, (ii) CGHC has been duly authorized by the OCI to issue the policies and/or Contracts of insurance related to the business of CGHC that it is currently writing and (iii) since the Look-Back Date, CGHC has filed all material reports required to be filed by CGHC with the relevant Governmental Authorities. CGHC is not subject to any order, decree or notice of deficiency of any Governmental Authority relating to CGHC 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 CGHC, threatened that would reasonably be expected to result in the revocation or suspension of any such material license or permit.

(c) Section 3.18(c) of the CGHC Disclosure Letter sets forth the following information with respect to each reinsurance policy to which CGHC 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 CGHC, and, to the Knowledge of CGHC, is legal, valid, binding and enforceable and in full force and effect with respect to the other parties thereto; (ii) neither CGHC nor, to the Knowledge of CGHC, 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 CGHC, 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 CGHC, nor, to the Knowledge of CGHC, any other party to the policy has repudiated any material provision thereof in writing or has provided CGHC with any written notice of any intention to materially modify or terminate any such agreement in any material respect.

3.19 Healthcare and Regulatory Matters.

(a) (i) CGHC currently conducts, and has at all times since the Look-Back Date conducted, its respective business 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 CGHC, nor any officer, manager or director of CGHC or, to CGHC's Knowledge, any independent contractor of CGHC, 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 CGHC 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 CGHC'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 CGHC, (iii) CGHC 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) CGHC 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 Centers for Medicare and Medicaid Services' 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 CGHC's business, activities or services that would restrict or prevent in any material respect CGHC from operating as it currently operates.

(a) Since the Look-Back Date, no Governmental Authority or Health Care Program has imposed a material fine, material penalty or other material sanction on CGHC nor, to CGHC's Knowledge, is any such fine, penalty or other sanction pending. Since the Look-

Back Date, neither CGHC, nor any of its officers, directors and employees, or to the Knowledge of CGHC, 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).

(b) To CGHC's Knowledge, CGHC 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. There has been no event since the Look-Back Date that would reasonably be concluded to give rise to any material Liability for noncompliance with applicable Health Care Laws by CGHC.

(c) Since the Look-Back Date, CGHC has timely filed all 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 CGHC, together with any amendments required to be made with respect thereto, that CGHC 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) CGHC is not the subject of any material plan of correction related to any such Health Care Law Filings.

(d) Since the Look-Back Date, CGHC and, to the Knowledge of CGHC, each authorized broker, producer, consultant, agent, field marketing organization, or third-party service provider to the extent acting on behalf of CGHC has marketed, administered, sold and issued insurance and health care benefit products with respect to CGHC'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.

(e) CGHC 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. CGHC is, and has been at all times since the Look-Back Date, in compliance in all material respects with the applicable Privacy Laws. CGHC has complied in all material respects with all of its customer-facing policies with respect to data collection, use, processing, privacy, protection and security. Since the Look-Back Date, CGHC has not experienced any material incident in which confidential or sensitive information, payment card data, personally identifiable information or other protected information relating to individuals was or may have been stolen or improperly accessed, used or disclosed, including any breach of security or "breach" as defined at 45 CFR §164.402 except as disclosed to CareSource. CGHC is not in violation of the requirements of any "business associate" agreement entered into at the request of a covered entity or another "business associate" under the Privacy Laws.

(f) Neither CGHC, nor any of its directors, officers or employees, or to the Knowledge of CGHC, any of its agents, in their individual capacities, has in furtherance of or in connection with CGHC'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.

3.20 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 CGHC in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of CGHC, 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 CGHC in connection with the transactions contemplated hereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CARESOURCE

CareSource hereby represents and warrants to CGHC as follows as of the date hereof and as of the Closing Date, except as set forth on the CareSource Disclosure Letter delivered to CGHC 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 Governmental Authorizations. The execution, delivery and performance of this Agreement by CareSource and the consummation by CareSource 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 the Required Approvals and the filings, authorizations, consents, approvals and exemptions contemplated by Section 5.4.

4.4 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).

4.5 [REDACTED].

[REDACTED]

[REDACTED].

(b) [REDACTED]

[REDACTED]

4.6 Absence of Certain Changes. Except as otherwise expressly required by this Agreement, since the Balance Sheet Date, CareSource has conducted its business, in all material respects, in the Ordinary Course of Business through the date hereof.

4.7 Litigation. There are no Proceedings pending or, to the Knowledge of CareSource, threatened against or affecting CareSource or 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.

4.8 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.

4.9 Conflicts of Interest. The execution, delivery and performance by CareSource of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the Organizational Documents of CareSource; and (b) conflict with or violate any Law to which CareSource or its properties or assets is subject.

4.10 Insurance Policies. CareSource is covered by valid and currently effective insurance policies and all premiums payable under such policies have been paid to date. CareSource 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 CareSource ("CareSource Insurance Policies") provide adequate coverage for all normal risks incident to the business of CareSource and its properties and assets. Since the Look-Back Date, no claim for coverage under any CareSource Insurance Policy has been denied or disputed by the underwriters of such CareSource Insurance Policy. CareSource does not have any self-insurance program or co-insurance programs. CareSource will make available to CGHC upon request accurate and complete copies of each Insurance Policy. Except as would not reasonably be expected, individually or in the aggregate, to be material to CareSource, taken as a whole, or CareSource's ability to consummate the transactions contemplated hereby, (a) all premiums due under such CareSource Insurance Policies have been timely paid as of the date hereof and will be timely paid through the Closing Date, and CareSource has otherwise complied with the terms and conditions of such CareSource Insurance Policies and (b) (i) the CareSource Insurance Policies are in full force and effect and are legal, valid, binding and enforceable with their respective terms, and (ii) CareSource is not in default under any such CareSource Insurance Policy. CareSource 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 CareSource Insurance Policies. To the Knowledge of CareSource, 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 CareSource Insurance Policy. Each CareSource Insurance Policy will continue in full force and effect immediately following the Closing in accordance with its terms.

4.11

[REDACTED]

4.12

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



4.13 Tax Exempt Status. CareSource is recognized by the IRS as exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code. CareSource has no Knowledge of any Proceeding pending or threatened by the IRS to revoke or terminate its status under the Code. CareSource 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. CareSource 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.

4.14 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 7.1), except as expressly provided for by this Agreement including, without limitation, as set forth on Section 5.1 of the CGHC Disclosure Letter, or by applicable Law, or consented to in writing by CareSource (which consent will not be unreasonably withheld, conditioned or delayed), CGHC 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 CGHC 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 7.1), except as otherwise expressly provided for by this Agreement (including the CGHC Disclosure Letter), by applicable Law, or with the prior written consent of CareSource (which consent will not be unreasonably withheld, conditioned or delayed), CGHC will not, and will cause its respective Representatives to not, take any of the following actions:

(a) Organizational Documents. Amend, modify or restate the Organizational Documents of CGHC, 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 CGHC's normal compensation adjustment process that do not exceed (A) 5% individually (ii) grant to any current or former employee, director, individual independent contractor or officer any change in control, retention, or transaction compensation or benefits in excess of [REDACTED] in the aggregate; (iii) grant to any current or former employee any severance or termination compensation or benefits other than in the Ordinary Course of Business and consistent with past practice; (iv) establish, adopt, enter into, materially amend, or terminate any material CGHC 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 CGHC 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 CGHC 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 CGHC, (vi)(A) hire or engage any new officers of CGHC, or (B) terminate (other than for cause) the employment or service of any current officers of CGHC, 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 CGHC Benefit Plan, or (B) set forth in Section 5.1 of the CGHC 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 CGHC Disclosure Letter, or (ii) acquisitions in the Ordinary Course of Business and consistent with past practice;

(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 CGHC 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 CGHC Disclosure Letter (iii) dispositions of CGHC Assets made for aggregate consideration of [REDACTED] or less, made in the Ordinary Course of Business or (iv) investments sold or redeemed in the Ordinary Course of Business and consistent with past practice;

(e) Liens. Permit any properties or assets of CGHC 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 except for the payoff of the CMS Loan;

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

(h) Legal Actions. Except for the Cost-Sharing Lawsuit (Common Ground Healthcare Cooperative v. The United States), waive, release, assign, settle or compromise any Proceedings to which CGHC is a party, or enter into any material 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 CGHC, (y) with respect to any matter set forth in Section 5.1(h) of the CGHC Disclosure Letter that is limited only to the payment of money, or (z) funded, or self-insured retention, solely by insurance coverage maintained by CGHC;

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

(m) Loans and Advances. Make any loans, advances or capital contributions to, or investments in, any other Person (other than the transfer of escheatment funds from CGHC to the Common Ground Healthcare Foundation consistent with past practice in the Ordinary Course of Business), including to any of the executive officers, directors, employees, agents, consultants or other Representatives of CGHC, other than advances to the executive officers, directors or employees of CGHC in the Ordinary Course of Business for travel and other normal business expenses or any advancement of expenses required under the Organizational Documents of CGHC;

(n) Insurance Policies. Cancel or terminate any material insurance policy naming CGHC 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;

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

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

(q) 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 CGHC; or

(r) 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 CGHC ceding control to CareSource of CGHC'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 7.1), CGHC 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 CGHC, 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 CGHC 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 CGHC, 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. CGHC acknowledges and agrees that the access requirements and security policies of CGHC 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 CGHC 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, CGHC shall afford CareSource and its Affiliates reasonable access to (i) information regarding employees of CGHC necessary for CareSource and its Affiliates to onboard and integrate such employees and (ii) the key employees of CGHC 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 CGHC after the Closing.

(b) For each month following the date hereof, CGHC shall provide CareSource with an unaudited consolidated balance sheet and related unaudited consolidated statements of operations and cash flows for the month then ended within forty-five (45) 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 CGHC 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.

(c) From the date of this Agreement until the Closing (or until such earlier time as this Agreement is terminated in accordance with Section 7.1), CareSource shall permit Representatives of CGHC reasonable access during normal business hours, and in a manner so as not to unreasonably interfere with the normal business operations of CareSource, to, and will furnish all information reasonably requested concerning, the business and the premises, properties and assets of CareSource as related to this Agreement and CareSource’s performance of its obligations hereunder; provided, however, that CareSource shall not be required to permit any such access, or to disclose any information, that in the reasonable judgment of CareSource would (a) result in the disclosure of any trade secret of any Person or violate any applicable Law or confidentiality obligation of CareSource or its Affiliates or (b) jeopardize protections afforded CareSource or any of its Affiliates under the attorney-client privilege or the attorney work product doctrine. The provision of any information pursuant to this Agreement by CareSource shall not expand the remedies available hereunder to CGHC under this Agreement in any manner.

5.3 Notification. CareSource, on the one hand, and CGHC, 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 CGHC (as applicable), threatened against CGHC or CareSource or any of its Affiliates, as the case may be. Additionally, CareSource on the one hand, and CGHC, 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. [REDACTED]

[REDACTED]. CGHC will provide CMS any requested information, forms and other documents required for the purpose of securing CGHC's ability to withdraw from the Federal CO-OP Program and obtaining the CMS Approval and thereafter shall promptly file such additional information, forms and other documents required under applicable Law or requested by CMS for purposes of obtaining such withdrawal and such CMS Approval. This will include, but is not limited to, termination of the Federal CO-OP Loan Agreement and repayment of all amounts outstanding thereunder.

(b) Antitrust Filings. CareSource and CGHC 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"). 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. CareSource and CGHC shall prepare and 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 CGHC (the "Form A Filing"). [REDACTED].

(d) 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 7.1), CareSource and CGHC 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 CGHC, in any such case to obtain any such consent, approval or authorization, without the prior written approval of CareSource.

(e) Cooperation. CareSource and CGHC agree 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 CGHC 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. Each of CareSource and CGHC agree to include the other in any substantive meetings with any Governmental Authority related to any Required Approval or any consent, approval, waiver or clearance by such Governmental Authority and will mutually collaborate in developing strategy for responding to any investigation or other inquiry. With regard to the CMS Approval, CGHC, subject to good faith consultations with CareSource and good faith consideration of CareSource's views and comments, shall take the lead in coordinating communications with CMS and developing strategy for responding to any investigation or other inquiry by CMS related to the CMS Approval. Upon the terms and subject to the conditions hereof, and except as otherwise expressly provided in this Agreement, CareSource and CGHC 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 CGHC 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, CGHC or any Affiliate of CareSource 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 CGHC or the assets, properties or business of CGHC or of CareSource or any of its Affiliates, or the making of any debt, equity investment or capital contribution in any CGHC or in CareSource or any of its Affiliates, (x) require or involve any material modification of the existing capital structure of CGHC or of CareSource or any of its Affiliates, (y) involve any material requirement or restriction on the business of CGHC 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 CGHC 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(e).

5.5 Member Approval.

(a) Member Approval. Prior to the Closing but to be effective as of the Closing, CGHC will seek membership approval of the Amended and Restated Organizational Documents and file with the Wisconsin Department of Financial Institutions its Amended and Restated Articles of Incorporation.

(b) Information Statement.

(i) In connection with solicitation of approval of the Amended and Restated Organizational Documents by the members of CGHC (the "Members" and such approval the "Member Approval"), CGHC will prepare, subject to CareSource's review and agreement, an information statement that discloses the transactions contemplated hereby and complies with applicable Law (the "Information Statement"). As soon as practicable following execution of this Agreement, CGHC shall deliver the Information Statement and all other applicable documents and information to the Members.

(ii) CGHC will advise CareSource reasonably promptly of the delivery of the Information Statement and all other applicable documents and information to the Members and any supplement or amendment.

(c) Special Meeting. CGHC shall, in accordance with applicable Law and its Organizational Documents, provide to the Members timely notice of the Special Meeting. CGHC, acting through the CGHC Board, shall (i) recommend to the Members that they approve and adopt the Amended and Restated Organizational Documents, (ii) use its reasonable best efforts to solicit and obtain the Member Approval, and (iii) not withhold, withdraw, amend, modify or qualify (or publicly propose to or publicly state that it intends to withdraw, amend, modify or qualify) in any manner adverse to CareSource such recommendation.

5.6 Resignations. At or prior to the Closing, at the request of CareSource, CGHC shall deliver or cause to be delivered to CareSource duly signed resignations, effective as of the Closing, of the directors of each of CGHC 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.

5.7 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. CGHC 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.

5.8 CGHC's Board; CGHC's Officers.

(a) Following the Closing, the CGHC Board of Directors shall consist of no less than three (3) nor more than nine (9) directors and shall include (i) the CareSource CEO or the EVP over CGHC, (ii) the CareSource CFO or a direct report over CGHC, (iii) the CareSource CLO or General Counsel and (iv) the CGHC Market President. As more fully set forth in CGHC's Organizational Documents, CGHC may establish committees, subcommittees or a member advisory council to help promote the success and growth of CGHC and to receive input from CGHC customers. The representation of such committees shall include executives and key leaders from CareSource and CGHC and such committees shall have authority to review operational and functional activities in an effort to promote service excellence, growth, innovation, viability and execution of CGHC's strategic plan.

(b) Following the Closing, CGHC's leadership team shall have independence to run its business but shall be subject to CareSource's oversight and control as sole member of CGHC. As more fully set forth in CGHC's Organizational Documents, CGHC's management after Closing shall include (i) a Market President (ii) a Chief of Staff, (iii) a Vice President of Market Operations, (iv) a Vice President of Network Strategy and Contracting, (v) a Vice President of Sales and Community Relations, (vi) a Chief Medical Officer, and (vii) other positions as the Parties may mutually agree upon.

5.9 Employment of CGHC Employees. Certain employees of CGHC mutually agreed upon by CareSource and CGHC will continue employment with CareSource following the Closing. The Parties will make a good faith effort to offer such employees compensation, 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, including such compensation, benefits, agreements and employment related items set forth on Schedule A hereto.

5.10 Consents. CGHC and CareSource shall give any required notices to third parties, and CGHC and CareSource will use commercially reasonable efforts to obtain any necessary third-party consents.

5.11 Commitment Schedule. Subject to and following the Closing, the Parties agree to the matters set forth on Exhibit C attached hereto.

ARTICLE VI

CONDITIONS TO CONSUMMATION OF THE AFFILIATION

6.1 Conditions to the Obligations of CGHC. The obligations of CGHC to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by CGHC 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) Member Approval. The Member Approval shall have been obtained.

(f) Call Rights Agreement. The Parties shall have executed the Call Rights Agreement.

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 CGHC 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. CGHC shall have performed in all material respects all of the covenants and agreements required to be performed by CGHC 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) Amended and Restated Organizational Documents. The CGHC Board shall have approved and adopted the Amended and Restated Organizational Documents to be effective upon the Closing.

(f) Member Approval. The Member Approval shall have been obtained.

(g) Call Rights Agreement. The Parties shall have executed the Call Rights Agreement.

(h) 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.

ARTICLE VII

TERMINATION

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

(a) by mutual written consent of CareSource and CGHC;

(b) by CareSource upon written notice to CGHC if there has been a breach of any covenant or agreement by, or inaccuracy of any representation or warranty of, CGHC set forth in this Agreement, which would result in the failure of the conditions set forth in Section 6.2(a) or 6.2(b) to be satisfied (so long as CareSource has provided CGHC 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 CGHC 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 CGHC 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 CGHC 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 7.1(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) CGHC shall not be entitled to terminate this Agreement pursuant to this Section 7.1(d) if CGHC'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, the Member 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 CGHC 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 7.1(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, the Member 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 a date not later than [REDACTED], which date shall thereafter be deemed to be the Termination Date for purposes of this Agreement;

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

(f) by either CareSource or CGHC upon written notice to the other Party if (i) 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; and

(g) by either CareSource or CGHC upon written notice to the other Party if, subject to any adjournment of the Special Meeting in accordance with Section 5.5(b) to a date no later than thirty (30) days following the date for which the Special Meeting is initially scheduled, the Member Approval shall not be obtained at the Special Meeting.

7.2 Effect of Termination. Except for the provisions of Section 5.7 this Section 7.2, Article VIII and Article IX, which shall survive any termination of this Agreement, upon the valid termination of this Agreement in accordance with Section 7.1, 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 VIII

MISCELLANEOUS

8.1 Survival. None of the representations, warranties, covenants and other agreements in this Agreement, including any rights arising out of any breach of any such representations, warranties, covenants and other agreements, shall survive the Closing, except as otherwise provided in Section 7.2 and except for those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing.

8.2 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 CGHC 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 CGHC 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 CGHC Disclosure Letter and the CareSource Disclosure Letter are incorporated into and form an integral part of this Agreement. 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 CareSource 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 New York City 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.

8.3 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:

Faegre Drinker Biddle & Reath LLP
300 N. Meridian Street, Suite 2500
Indianapolis, Indiana

Attn.: Jared Danilson
Email: jared.danilson@faegredrinker.com

If to CGHC:

Common Ground Health Cooperative
P.O. Box 1630
Brookfield, WI 53008-1630
Attn.: [REDACTED]
Email: [REDACTED]

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

Pierson Ferdinand
1650 Market Street, Suite 3600
Philadelphia, PA 19103
Attn.: Todd Martin
Email: todd.martin@pierferd.com

8.4 Amendment and Waiver.

(a) This Agreement may not be amended, altered or modified except by a written instrument executed by CareSource and CGHC. 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.

(b) Subject to Section 8.4(a) and in compliance with applicable Law, this Agreement may be amended by the Parties at any time before or after the Member Approval.

8.5 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 CGHC.

8.6 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.

8.7 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 8.7.

8.8 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 WISCONSIN STATE COURT. 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.

8.9 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.

8.10 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.

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

8.12 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.

8.13 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.

8.14 Protection of Charitable Purpose. Each Party acknowledges and agrees that the transactions contemplated by this Agreement are intended to support the CareSource Charitable Purpose and the CGHC Charitable Purpose as set forth in its Amended and Restated Organizational Documents (the “CGHC Charitable Purpose” and together with the CareSource Charitable Purpose, the “Parties’ Charitable Purposes”). No provision of this Agreement shall be construed to require either Party to take any action that causes such Party to violate any legal requirements applicable to it as a nonprofit corporation or as an organization described under Section 501(c)(3) of the Code, or otherwise take any action that is inconsistent with the Parties’ Charitable Status or Exempt Status. In the event that a Party believes in good faith that any action required of it to implement the terms of this Agreement may expose such Party or any Subsidiary of such Party to a material risk of loss, or material impairment, of its or its Subsidiary’s Charitable Status or Exempt Status (a “Status Impairment”), such Party shall promptly provide written notice of such belief to the other Party (an “Impairment Notice”). An Impairment Notice shall be accompanied by either a legal opinion supporting the Party’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 such Party or a Subsidiary of such Party 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, a Party 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.

ARTICLE IX

DEFINITIONS

“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.

“Amended and Restated Organizational Documents” has the meaning set forth in Section 1.1.

“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 3.5(a).

“Balance Sheet Date” has the meaning set forth in Section 3.5(a).

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

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

“Call Rights Agreement” means the call rights agreement by and between CGHC and CareSource, substantially in the form attached hereto as Exhibit D.

“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 CGHC.

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

“CGHC Assets” has the meaning set forth in Section 3.4.

“CGHC Benefit Plans” has the meaning set forth in Section 3.10(a).

“CGHC Charitable Purpose” means the principal purpose of operating to perform, develop and implement, on a centralized basis, for comprehensive healthcare services for certain Health Care Programs in the State of Wisconsin as well as other government or uninsured Health Care Programs, which shall include receiving and administering funds for such charitable purpose, and for no other purposes.

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

“CGHC Permits” has the meaning set forth in Section 3.15(a).

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

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

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

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

“CMS Approval” means CMS’ approval of CGHC’s request to (i) withdraw from the Federal CO-OP Program and (ii) voluntarily terminate the Federal CO-OP Loan Agreement, and thereby cease to constitute a qualified non-profit health insurance issuer, for the purpose of permitting CGHC to pursue business plans that are not otherwise consistent with the governance requirements and business standards of a CO-OP borrower.

“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.

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

“ERISA” has the meaning set forth in Section 3.10(a).

“ERISA Affiliate” has the meaning set forth in Section 3.10(c).

“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 7.1(d).

“Federal CO-OP Loan Agreement” means that certain Loan Agreement by and between CGHC and CMS, dated as of February 17, 2012, as amended.

“Federal CO-OP Program” means that certain consumer operated and oriented plan program established by CMS pursuant to 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).

“Financial Statements” has the meaning set forth in Section 3.5(a).

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

“Fundamental Representations” means the representations and warranties set forth in the first and second sentences of Section 3.1, Section 3.2, Section 3.4 (solely with respect to Organizational Documents), and Section 3.20.

“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.

“Health Care Law Filings” has the meaning set forth in Section 3.19(d). “Health Care Laws” means all Laws pertaining to health care legal or regulatory matters applicable to CGHC, 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 CGHC; (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 8.14.

“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 CGHC, (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 purchase price 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 CGHC owed under leases that are recorded as capital or finance leases in the Financial Statements or Unaudited 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 CGHC and may become owing under agreements or arrangements existing as of the Closing, (viii) any deferred rent obligations, (ix) all indebtedness for the deferred purchase price 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 CGHC, (xi) for current unpaid income Taxes of CGHC 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,

“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 3.12(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.

“material” (and, unless otherwise defined, related variations) means nontrivial or important enough that the subject at issue would have reasonably been expected to affect the decision of the Person making the determination had it been known at the time.

“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 CGHC, taken as a whole, or (b) the ability of CGHC 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 CGHC or the industry in which CGHC operate; (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 CGHC 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 CGHC, taken as a whole, relative to other participants in the industry, markets or geographical areas in which CGHC conduct their respective businesses, 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 3.9.

“Member Approval” has the meaning set forth in Section 5.5(b).

“Members” has the meaning set forth in Section 5.5(b).

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

“Nondisclosure Agreement” means that certain Mutual Confidentiality and Nondisclosure Agreement by and between CGHC, and CareSource, dated as of March 22, 2023.

“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 CGHC, and includes all CGHC Software.

“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 3.15(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 CGHC 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 CGHC 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, and (vii) restrictions on transfer under applicable securities Laws.

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

“Pre-Closing Tax Period” has the meaning set forth in Section 3.16(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 Gramm-Leach-Bliley Act of 1999, 15 U.S.C. § 6801, et seq.; 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.; the European Union's Directive on Privacy and Electronic Communications (2002/58/EC); the General Data Protection Regulation (2016/679); 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.

“Real Property” means the Leased Real Property.

“Real Property Leases” has the meaning set forth in Section 3.12(b).

“Representatives” means, with respect to any Person, any director, officer, manager, 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 3.3.

“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 3.18(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 of the foregoing; including all cloud and Software-as-a-Service based offerings.

“Special Meeting” means the meeting of the Members convened in accordance with the Organizational Documents of CGHC for the purposes of obtaining the Member Approval.

“Status Impairment” has the meaning set forth in Section 8.14.

“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.

“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 7.1(d).

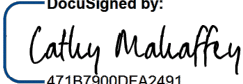
“Trade Secret” has the meaning set forth in the definition of “Intellectual Property”.

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

[Signature page to follow]

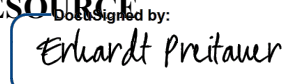
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by their respective duly authorized representatives, all effective as of the date first above written.

**COMMON GROUND HEALTHCARE
COOPERATIVE**

By: 
471B7900DEFA2491

Name: Cathy Mahaffey

Title: Chief Executive Officer

CARESOURCE
By: 
60647EB3E265422

Name: Erhardt H. Preitauer

Title: President & Chief Executive Officer

SCHEDULE A

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EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

SEE ATTACHED

**AMENDED & RESTATED
ARTICLES OF
INCORPORATION
OF
COMMON GROUND
HEALTHCARE COOPERATIVE**

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
COMMON GROUND HEALTHCARE COOPERATIVE**

The members of Common Ground Healthcare Cooperative (the “Cooperative”) have determined to amend and restate the Articles of Incorporation of the Cooperative in accordance with Ch. 185 of the Wisconsin Statutes (the “Act”), to supersede the existing Articles of Incorporation and all amendments thereto, as follows:

1. NAME:

The name of the Cooperative shall be “Common Ground Healthcare Cooperative.”

2. PURPOSE:

The Cooperative is organized as a Wisconsin nonprofit cooperative association for the primary purpose of establishing, maintaining, and operating a voluntary nonprofit health, dental, or vision care plan or plans and, in furtherance of this primary purpose, to transact all lawful business for which Wisconsin nonprofit cooperatives may be organized under the Act. The Cooperative 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”). In furtherance of such purposes, the Cooperative is organized for the principal purpose of operating to perform, develop and implement, on a centralized basis, for comprehensive healthcare services for certain healthcare programs in the State of Wisconsin as well as other government or uninsured healthcare programs, which shall include receiving and administering funds for such charitable purpose, and for no other purposes.

(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 cooperative organized under the Act can be authorized to exercise, but not any other power and not in a manner inconsistent with Article 3(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 Cooperative set forth in Article 3(a) above.

3. CAPITAL STOCK:

The Cooperative is organized without capital stock.

4. MEMBERSHIP:

The Cooperative shall have two classes of members. CareSource (the “Class A Member”), an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code shall be the sole Class A member of the Cooperative and the individual insureds of the Cooperative shall be the Class B members of the Cooperative.

5. DIRECTORS:

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

6. OFFICERS:

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

7. RESTRICTIONS:

(a) No part of the net earnings of the Cooperative shall inure directly or indirectly to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the Cooperative 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 3 hereof. The Cooperative 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 Cooperative 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 Cooperative 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.

8. DISSOLUTION:

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

9. REGISTERED AGENT:

The name of the registered agent of the Cooperative 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

10. AMENDMENT:

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

EXHIBIT B

AMENDED AND RESTATED BYLAWS

SEE ATTACHED

**COMMON GROUND HEALTHCARE
COOPERATIVE**

**AMENDED & RESTATED
BYLAWS**

PASSED AND EXECUTED

EFFECTIVE

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COMMON GROUND HEALTHCARE COOPERATIVE
AMENDED & RESTATED BYLAWS

Article I - Corporate Headquarters

Section 1. Common Ground Healthcare Cooperative (the “Cooperative”) shall maintain its corporate headquarters and principal place of business at the following address:

300 N. Executive Dr.
Brookfield, WI 53005

Article II - Membership

Section 1. **Members.** 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 “Class A Member”) shall be the sole Class A member of the Cooperative and the individual insureds of the Cooperative shall be the Class B members of the Cooperative (the “Class B Members” and, collectively with the Class A Member, the “Members”).

Section 2. **Voting.** The Class A Member shall be entitled to vote on all matters to be voted on by the Members. The Class B Members shall not be entitled to any voting rights.

Section 3. **Meetings of the Voting Members.** An annual meeting of each Member of the Cooperative entitled to vote (the “Voting Members”) shall occur each calendar year on []. Special meetings of the Voting Members, for any purpose or purposes, may be called by the President, the Board of Directors of the Cooperative (the “Board”) or the Class A Member. The Board may designate any place, either within or outside the State of Wisconsin, as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal office of the Company. Voting Members may participate in a meeting through the use of any means of communications by which all of the Voting Members may simultaneously hear each other during the meeting. A Voting Member participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4. **Notice and Record Date of Meetings.** Except as otherwise provided herein, written notice stating the place, day and hour of a meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) business days before the date of the meeting to each Voting Member. Voting Members may waive prior notice by attending the meeting or by executing a written waiver of notice before or after the meeting. The date on which notice of the meeting is mailed shall be the record date for such determination of Voting Members entitled to notice of or to vote at any meeting of Voting Members.

Section 5. **Quorum.** The presence of the Class A Member shall constitute a quorum at any meeting of the Voting Members.

Section 6. **Action by Voting Members Without a Meeting.** Any action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting if the action is evidenced by written consent describing the action taken and is signed by all of the Voting Members and delivered to the Board for filing with the Company records. Action taken under this Section 6 of this Article II is effective when the last Voting 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 Class A Member and shall be not less than [three (3)] or more than [nine (9)].

Section 2. **General Powers.** Except as otherwise reserved to the Class A Member or otherwise provided in the Cooperative's Articles of Incorporation, these Amended & Restated Bylaws or Ch. 185 of the Wisconsin Statutes (the "Act"), the powers of the Cooperative shall be exercised by or under the authority of, and the business and affairs of the Cooperative shall be managed under the direction of, the Board. The Cooperative is organized as a Wisconsin nonprofit cooperative under the Act for the purposes described in the Cooperative's Articles of Incorporation.

Section 3. **Qualifications of Directors.** The Directors shall possess such qualifications as the Class A Member shall adopt from time to time.

Section 4. **Election and Removal of Directors; Vacancies.** The Class A 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 Class A Member shall be a Director, with voting rights, for so long as such Chief Executive Officer holds such position with the Class A Member and the President of the Cooperative shall be a Director, with voting rights, for so long as such President holds such position with the Cooperative.

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 Cooperative or the Class A 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 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 Cooperative.

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 Cooperative 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; however, the offices of Chair, President, Secretary and Treasurer shall be held by at least three (3) separate natural persons. 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 Class A Member shall serve as Chair for so long as such Chief Executive Officer holds such position with the Class A 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 Cooperative. 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 Cooperative; (b) receive and give receipts for moneys due and payable to the Cooperative from any source whatsoever; (c) deposit all such moneys in the name of the Cooperative in the banks, trust companies, or other depositories of the Cooperative; 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 Cooperative; (c) be responsible for maintaining and updating the Cooperative'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 Class A Member shall have full authority as committees of the Cooperative (each, a “Committee”) to act on behalf of the Cooperative to the extent permitted by applicable law:

- Audit Committee
- Risk Committee
- Compensation Committee

In addition to the Committees named above, the Board may create one or more additional Committees as it may determine in its sole discretion. 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 Cooperative) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Cooperative; or is or was serving at the request of the Cooperative as a Director, officer, employee or agent or another corporation, partnership, joint venture, trust or other enterprise; shall be indemnified by the Cooperative 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 Cooperative, 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 Cooperative, 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 Cooperative 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 Cooperative, or is or was serving at the request of the Cooperative as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Cooperative 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 Cooperative. 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative.

- 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 Amended & Restated 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.

Section 2. **Insurance.** The Cooperative 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 Cooperative 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 Board, as the same may be amended from time to time.

Article IX - Amendments

These Amended & Restated Bylaws may be amended by the Board. Such amendments will become effective upon approval of the Wisconsin Office of the Commissioner of Insurance (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 Board on [___], at Dayton, Ohio. The Amended & Restated Bylaws become effective [___].

EXHIBIT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT D

CALL RIGHTS AGREEMENT

SEE ATTACHED

CALL RIGHTS AGREEMENT

This Call Rights Agreement (this “Agreement”) is dated as of [●], 2024, by and between Common Ground Healthcare Cooperative, a Wisconsin nonprofit cooperative (“CGHC”), 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”). Each of CGHC and CareSource is referred to herein as a “Party” or together as the “Parties.”

RECITALS

WHEREAS, CGHC and CareSource are parties to that certain Affiliation Agreement, dated as of March [●], 2024 (the “Affiliation Agreement”);

WHEREAS, CGHC and CareSource’s wholly owned subsidiary, CareSource Management Services LLC (“CSMS”), are parties to that certain Administrative Services Agreement, dated as of February 20, 2024 (the “Administrative Services Agreement”);

WHEREAS, in connection with the Affiliation Agreement, the Parties desire to set forth certain rights and obligations between the Parties herein relating to the Call Right and the Commitment (as each such term is defined below).

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, CGHC and CareSource hereby agree as follows:

1. Call Right.

(a) If CareSource (i) is acquired by a for-profit entity, (ii) involuntarily loses its non-profit status or (iii) converts to a for-profit entity (each, a “Triggering Event”), CGHC may, at its sole discretion, unaffiliate or otherwise disassociate with CareSource and reacquire CareSource’s membership interest in CGHC for the purpose of preserving CGHC’s non-profit status (the “Call Right”).

(b) [REDACTED]

(c) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) In the event CGHC requires capital as a direct result of the Triggering Event, CareSource shall offer to CGHC commercially reasonable bridge funding at or below market terms. Any Surplus Note, surplus funding or bridge funding payments may be deducted from CGHC's portion of any payments due to CGHC under the Reinsurance Agreement.

2. Call Procedures.

[REDACTED]

[REDACTED]

(c) Each of CareSource and CGHC shall take all commercially reasonable actions necessary to consummate the Call Right, including making any required notices, filings or applications with Governmental Authorities, receiving necessary consents, approvals or other authorizations from such Governmental Authorities or other Persons, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate and as are normal and customary for comparable transactions.

3.

[REDACTED]

4. 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:

Faegre Drinker Biddle & Reath LLP
300 N. Meridian Street, Suite 2500
Indianapolis, Indiana
Attn.: Jared Danilson
Email: jared.danilson@faegredrinker.com

If to CGHC:

Common Ground Health Cooperative
P.O. Box 1630
Brookfield, WI 53008-1630
Attn.: [REDACTED]
Email: [REDACTED]

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

Pierson Ferdinand LLP
1650 Market Street, Suite 3600
Philadelphia, PA 19103

Attn.: Todd Martin
Email: todd.martin@pierferd.com

5. Amendment and Waiver. This Agreement may not be amended, altered or modified except by a written instrument executed by CareSource and CGHC. 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.

6. Construction. 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. Any capitalized terms used herein but not defined will have the meanings given to such terms in the Affiliation Agreement.

7. Miscellaneous. This Agreement is to be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of Wisconsin, without regard to any conflict of laws provisions that would require the application of the laws of any other jurisdiction, is to take effect as a sealed instrument, is binding upon and inures to the benefit of the Parties and their respective successors and assigns and may be canceled, modified or amended only by a written instrument executed by CareSource and CGHC. No Party may assign its rights hereunder without the prior written consent of the other Party. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in one or more counterparts, including by facsimile, PDF or electronic transmission, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties have caused this Agreement to be executed and delivered as of the date set forth above.

**COMMON GROUND HEALTHCARE
COOPERATIVE**

By: _____
Name: Cathy Mahaffey
Title: Chief Executive Officer

CARESOURCE

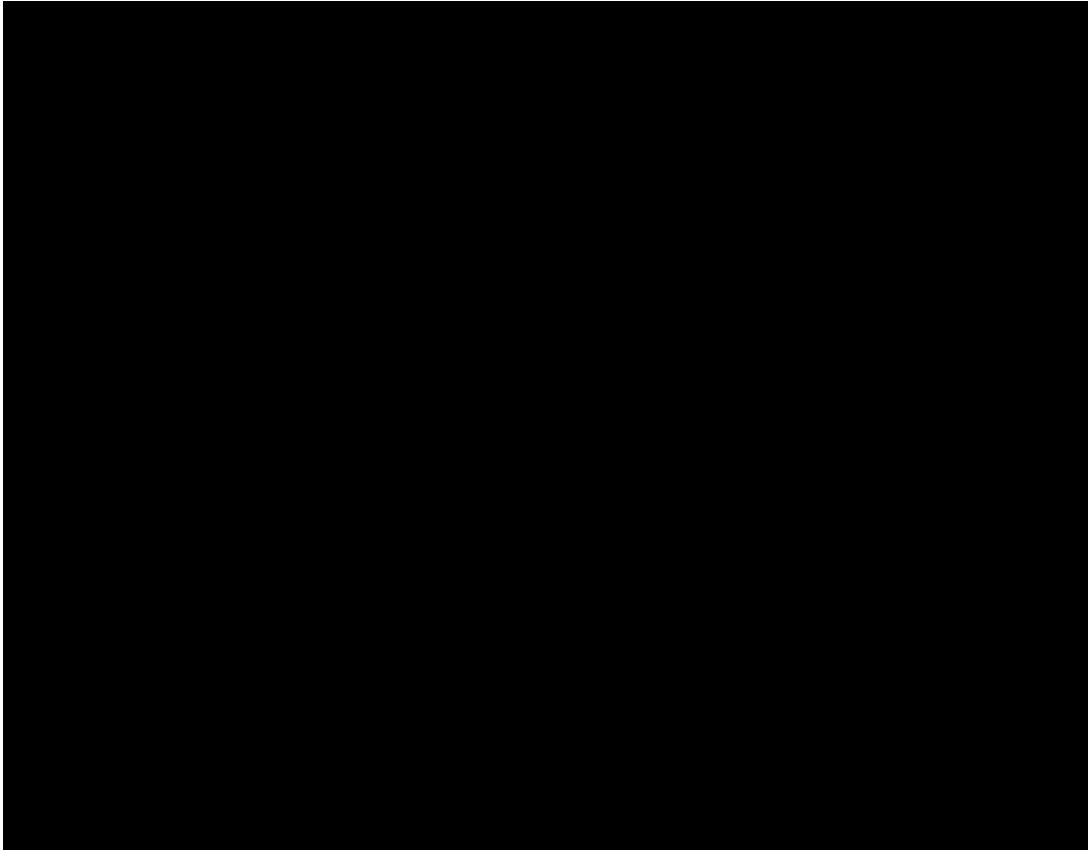
By: _____
Name: Erhardt H. Preitauer
Title: President & Chief Executive
Officer

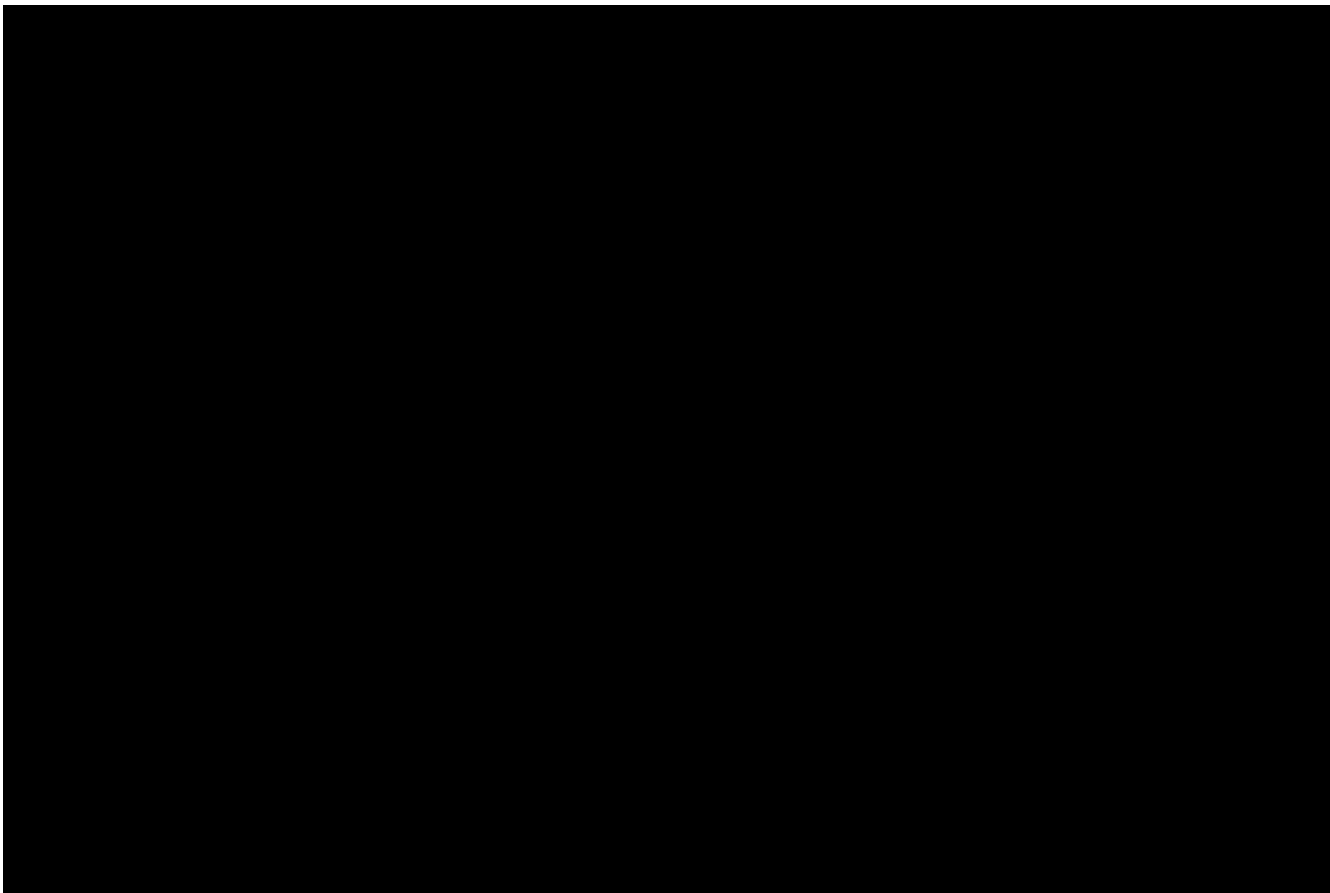
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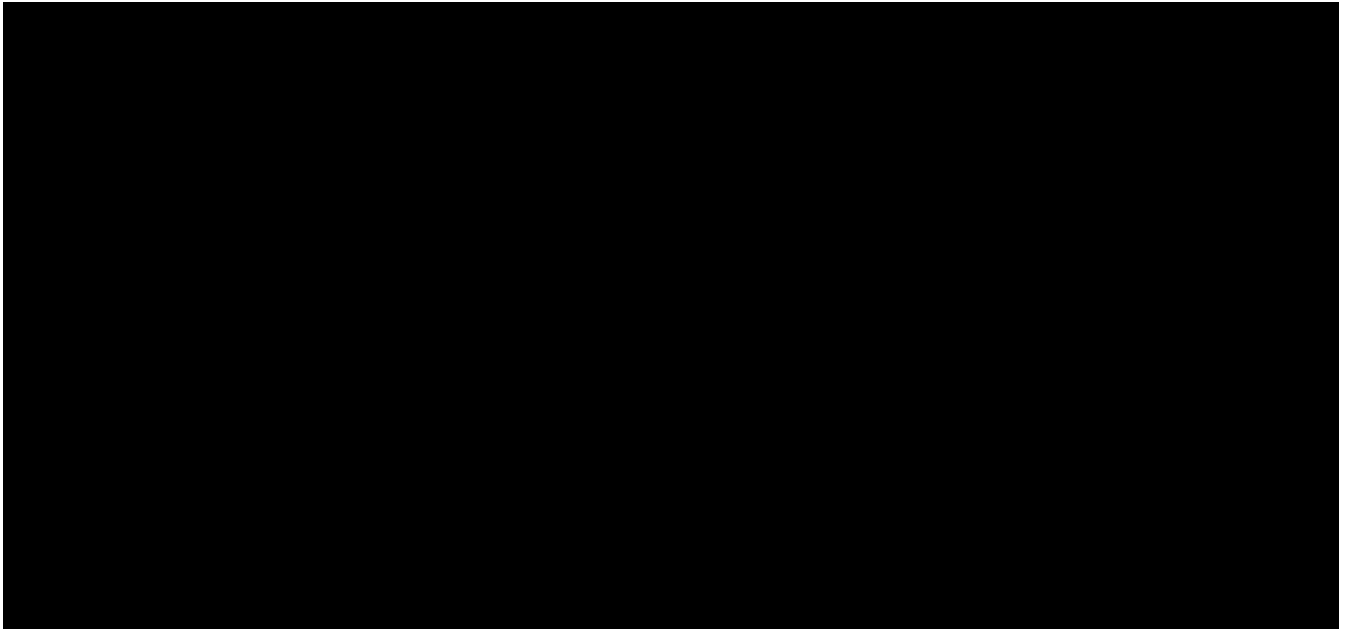
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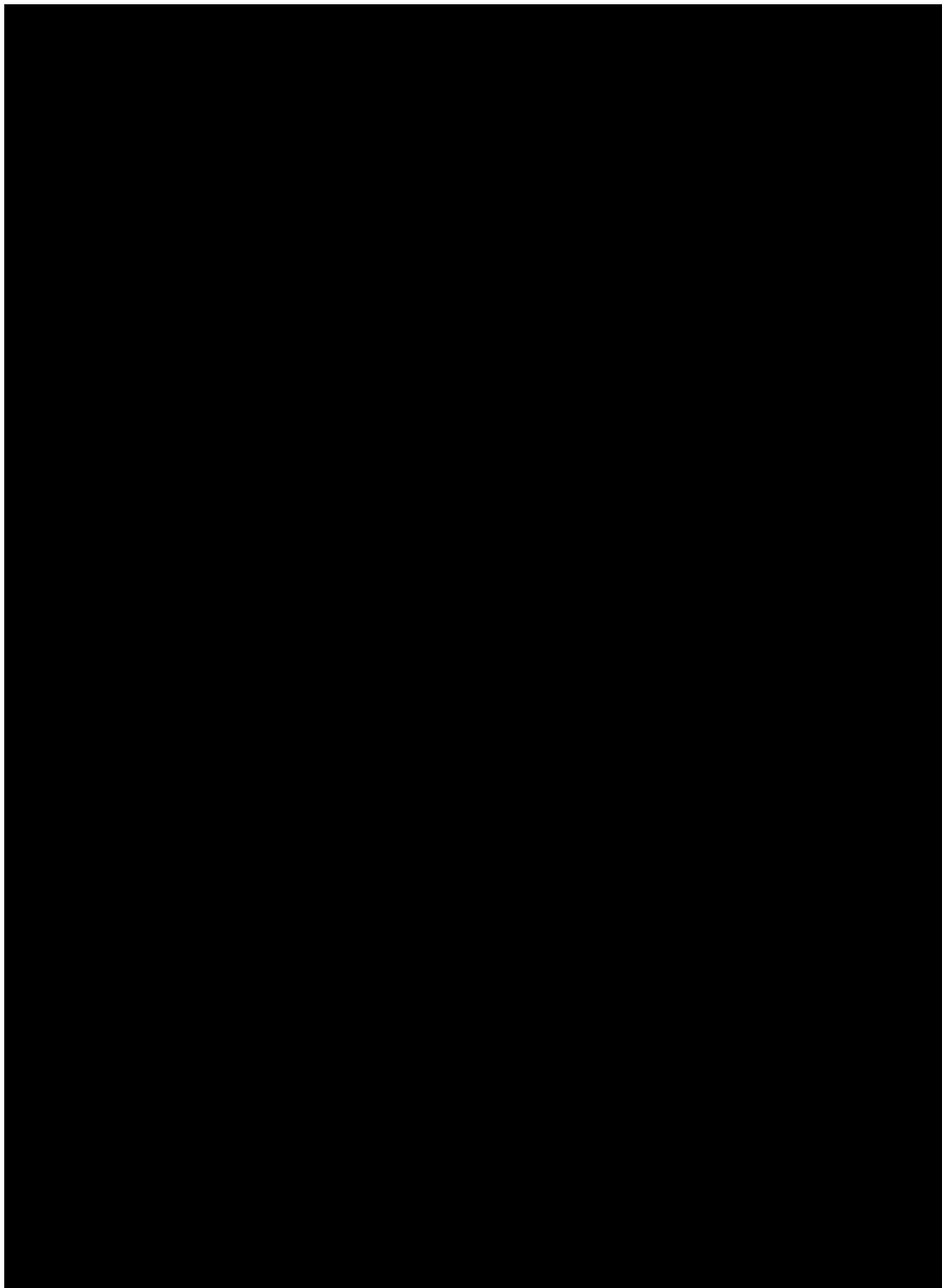
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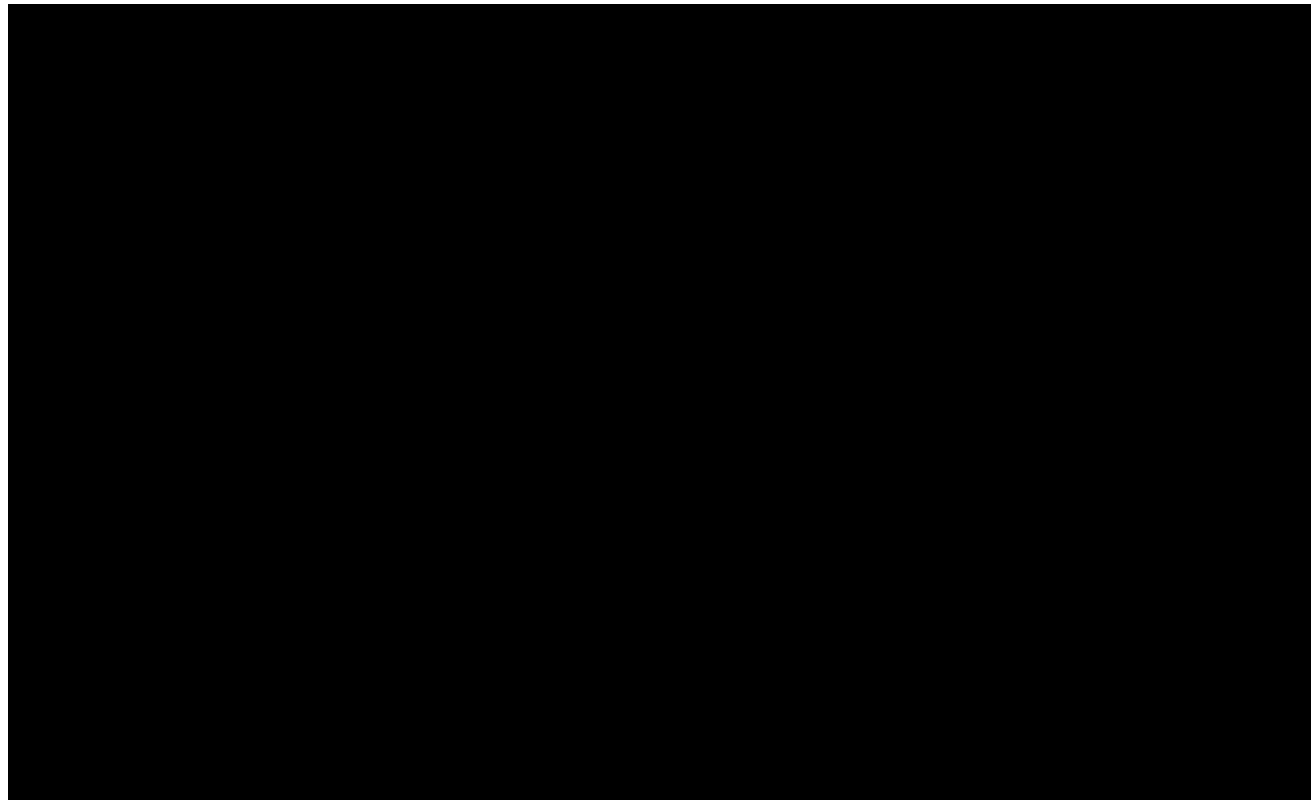
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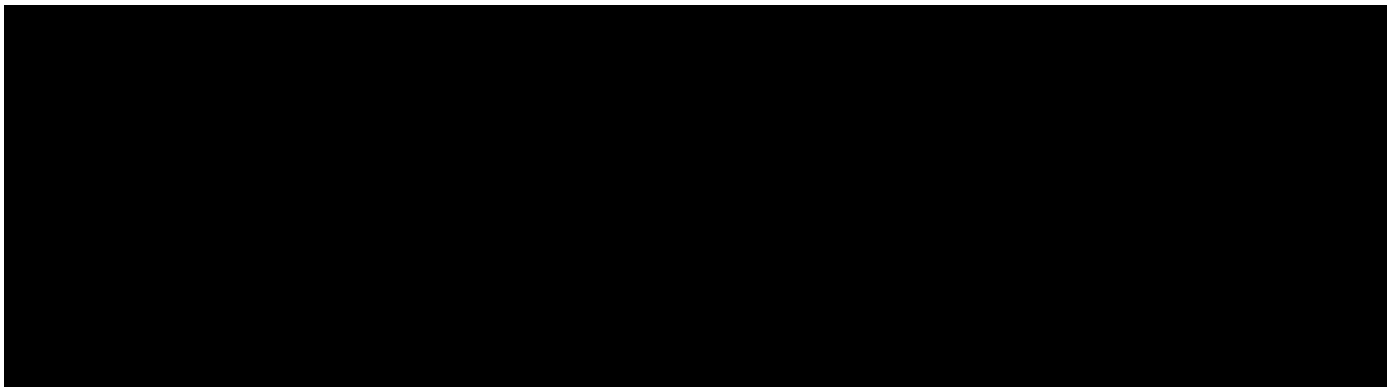


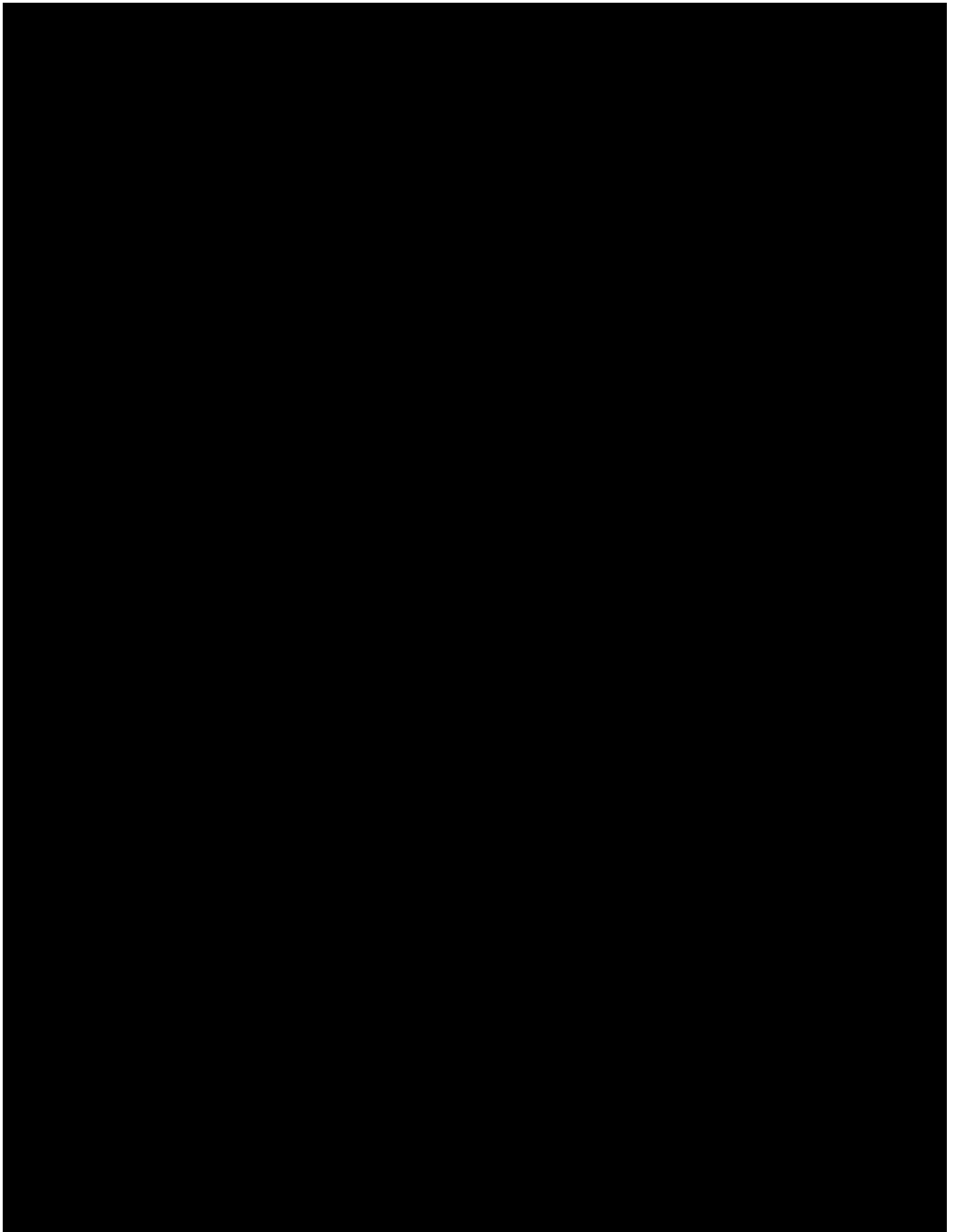


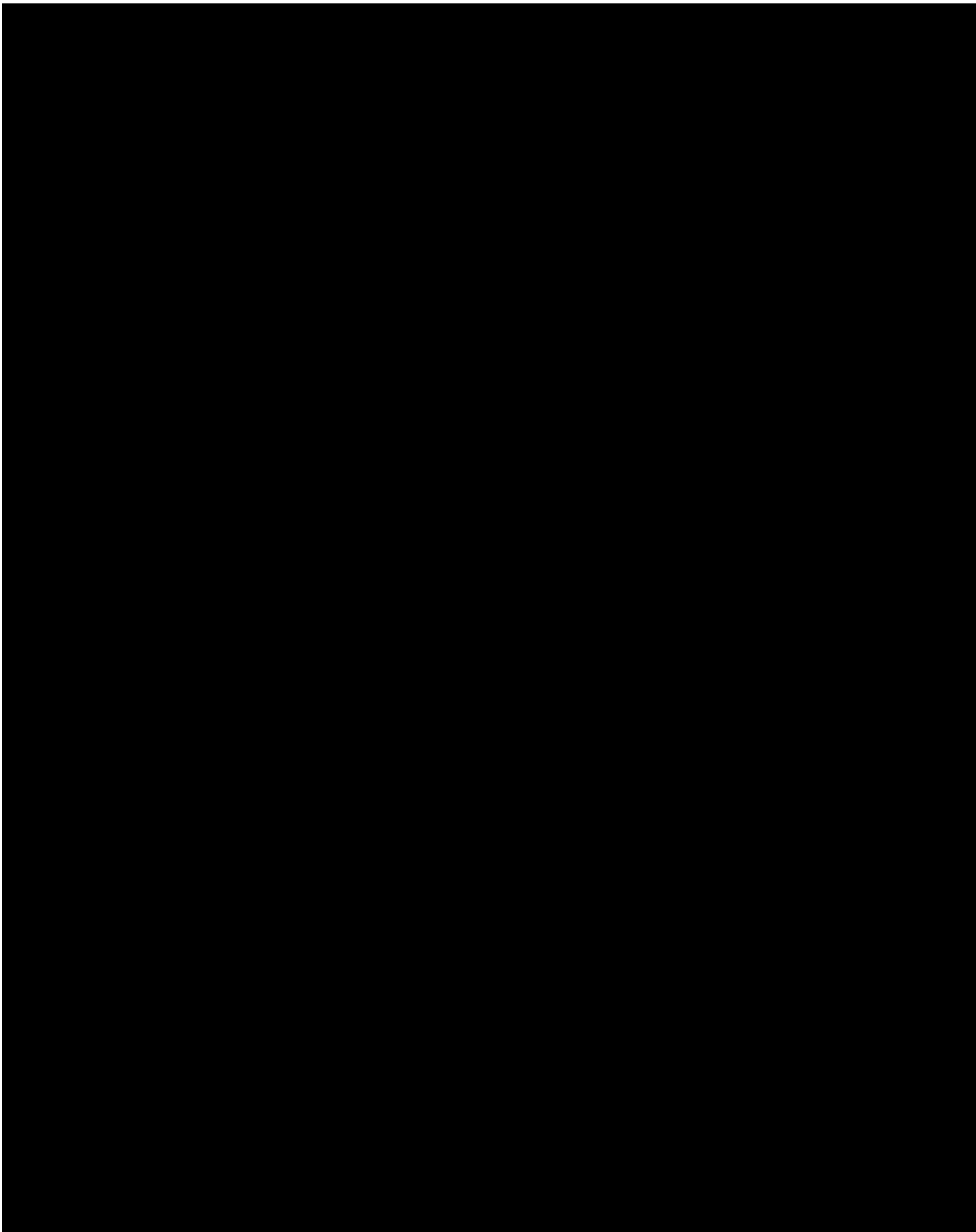


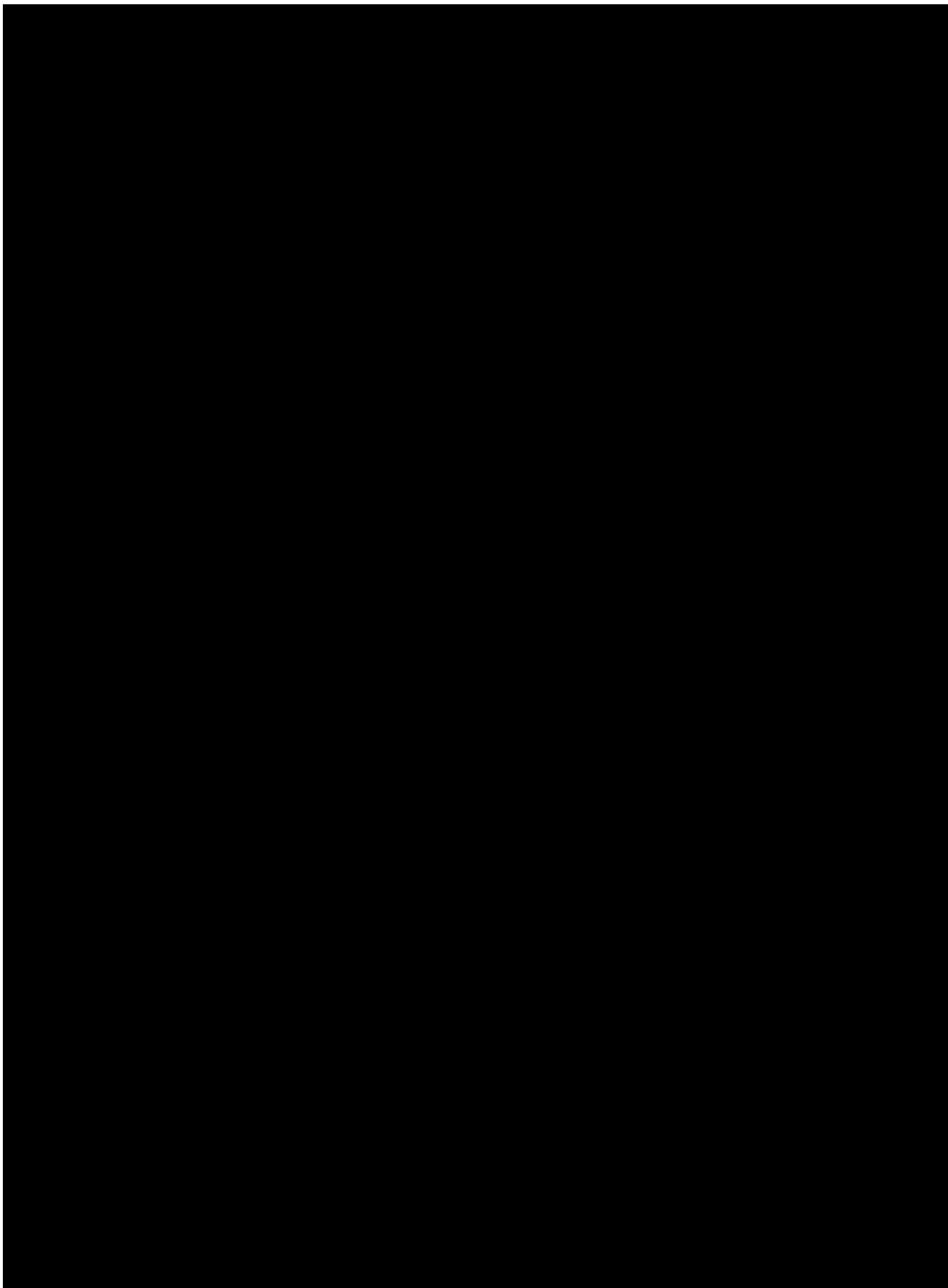


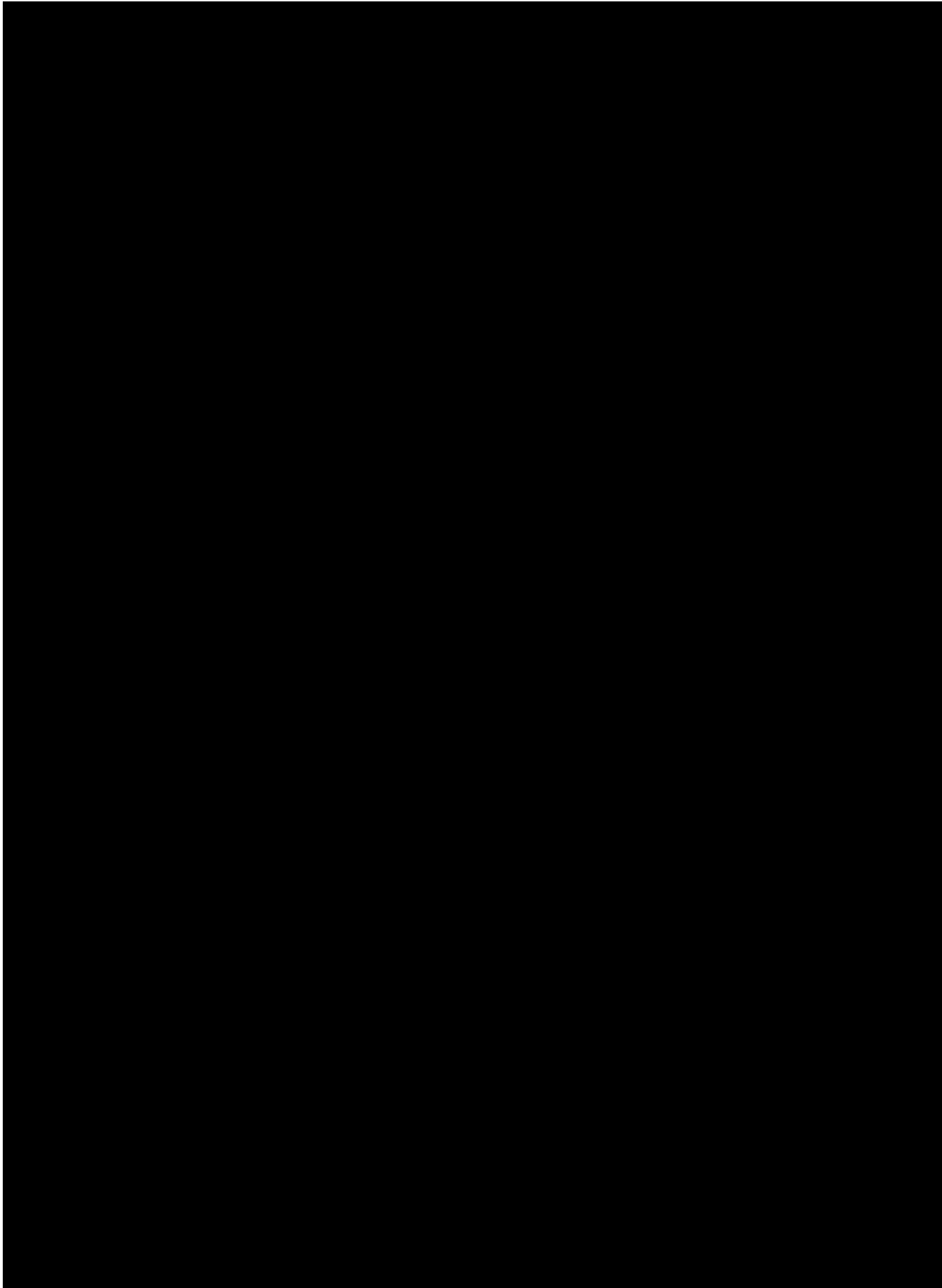


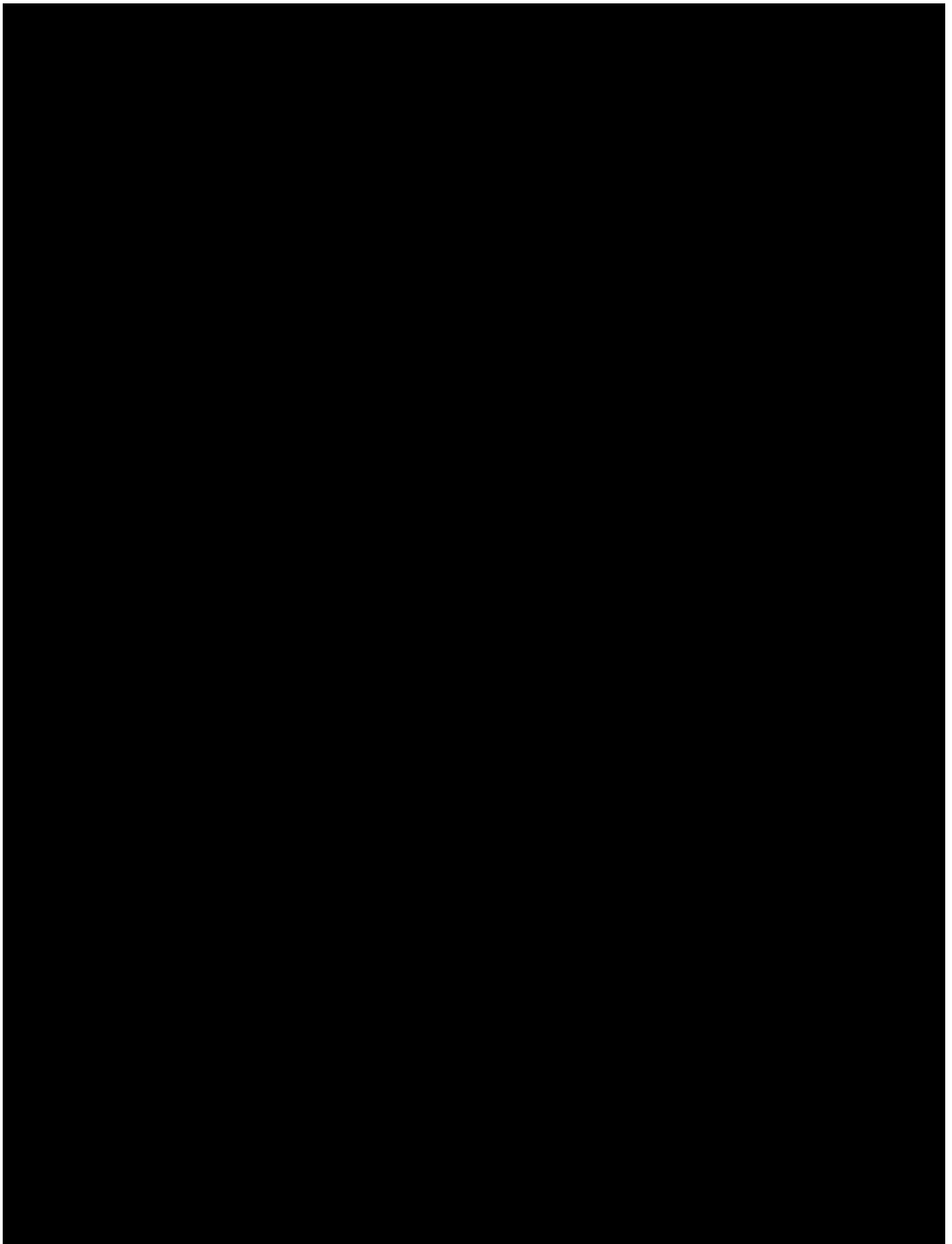












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