

APPENDIX A:

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MEMBERSHIP SUBSTITUTION AGREEMENT

THIS MEMBERSHIP SUBSTITUTION AGREEMENT (this "Agreement") is dated effective as of July 22, 2025 by and between Group Health Cooperative of Eau Claire, a Wisconsin nonprofit cooperative and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code ("GHC"), and Priority Health, an Michigan nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(4) of the Code ("Priority Health") (GHC and Priority Health are sometimes referred to in this Agreement as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, GHC and Priority Health wish to pursue a Membership Substitution to advance their respective missions and the Parties' Charitable Purposes (the "Substitution"); and

WHEREAS, Priority Health (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 commercial entities, individuals, low-income individuals and individuals eligible for participation under governmental health care programs, including Medicaid, Medicare Advantage and the governmentally-facilitated health insurance marketplace; and

WHEREAS, GHC is a Wisconsin nonprofit cooperative that provides health insurance services across the State of Wisconsin serving individuals, small group employers and individuals eligible for participation under governmental health care programs, including Medicaid, Medicare Advantage and the governmentally-facilitated health insurance marketplace; and

WHEREAS, in order to provide the most economic plans to its members, GHC is not affiliated with any single provider network in the State of Wisconsin and desires to not be affiliated with any single provider network in the State of Wisconsin; and

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

WHEREAS, Priority Health and GHC share a philosophy of providing health care benefits and a common focus on affordable health solutions for their members, constituents and communities; and

WHEREAS, the Substitution reflects Priority Health's and GHC's shared view that nonprofit health care companies unaffiliated with provider networks in the State of Wisconsin perform a vital function in serving local communities, improving the health and well-being of their members, and delivering affordable health care; and

WHEREAS, the Substitution will allow Priority Health and GHC to work and invest together, realizing valuable synergies and improving efficiency for operations, technology, data and analytics, and strategic insight; and

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WHEREAS, the Substitution 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, a condition to Closing of the Substitution is the prior closing of the Transactions as described in that certain Transaction Agreement (the "Transaction Agreement") dated July 22, 2025 by and between GHC and KMTSJ, Inc., a Wisconsin corporation, ("KMTSJ");and

WHEREAS, each Party has determined that it is in its best interest to effect the Substitution 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 1.0 METHOD OF COMBINATION

1.1 **Priority Health Membership.** The Parties will complete the Substitution as of the Closing Date, consistent with the terms of this Agreement, the Guiding Principles and GHC's Organizational Documents, which shall be amended and restated as of the Closing Date to designate Priority Health as the sole Class A Member of GHC with the right to elect all the members of GHC's Board of Directors and thereby direct the management of GHC and the use of GHC's facilities; provided however, for a period beginning with the Closing Date and extending to the later of: (i) the two (2) year anniversary of the Closing Date; or (ii) the Owner Parties (as defined in the Transaction Agreement) have been paid in full (less any deduction for indemnification or other offset) for the Purchase Price (as defined in the Transaction Agreement) (the "Transition Period"), KMTSJ will select (1) board member (the "KMTSJ Director") to participate, with vote, on the GHC Board, and GHC shall select an existing member of its Board of Directors to serve on the GHC Board. The form of GHC's Amended and Restated Articles of Incorporation and Amended and Restated Bylaws that will designate Priority Health as the sole Class A Member, and GHC's current voting members as the Class B members, of GHC 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 Substitution will need to 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 Substitution 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 Substitution and shall guide any future changes and innovations in the Parties' relationship so that the Substitution will create sustainable health plans and benefits that provide value and satisfaction for all members:

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

(b) Through the implementation of centralized management, administration, investment strategy, strategic planning and operation, the Substitution seeks to enable the Parties and their respective Affiliates to provide more affordable health care solutions for the members of GHC and to deliver a transformative health care experience for such members and the respective communities it serves.

(c) In order to avoid endangering the relationship with GHC's extensive network of Wisconsin Providers, Priority Health is not a Wisconsin Provider or an Affiliate of a Wisconsin Provider.

(d) As later set forth in this Agreement, with the additional services, support and technology investments being injected into GHC by Priority Health, GHC intends to expand its coverage area to serve additional counties in the State of Wisconsin.

1.3 Payment and Closing Commitments by Priority Health. At Closing, Priority Health will:



1.4 Post Closing Commitments by Priority Health. Following Closing, Priority Health will:





Article 2.0 CLOSING AND CLOSING DATE

2.1 **Closing Date.** The closing of the Substitution (the "Closing") shall take place within 31 days following the satisfaction or waiver of all conditions to each Party's obligation to consummate the Substitution (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), by electronic exchange of documents commencing at 10 a.m. Central Time on one of the following dates: October 1, 2025, November 1, 2025, January 1, 2026, the date that is on the next month end following the date of satisfaction of the conditions described above, or such other date as is mutually agreeable to GHC and Priority Health. 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 GHC.** At or prior to the Closing, GHC shall deliver or cause to be delivered to Priority Health in form reason reasonably acceptable to Priority Health:

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(a) A copy of the Amended and Restated Organizational Documents of GHC, in substantially the form set forth in Exhibits A and B attached hereto (or with such other changes as the parties may agree) and evidence of the filing of GHC's Amended and Restated Articles of Incorporation with the Wisconsin Department of Financial Institutions.

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

(c) Copies of the resolutions and other actions of the board of directors of GHC authorizing the execution and delivery of this Agreement and the consummation by GHC of the transactions contemplated hereby.

(d) (i) A copy of each consent, approval, and/or other authorization of each Governmental Authority and/or third party required of GHC for the Substitution 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 GHC for the Substitution 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 Priority Health.

(e) Evidence of receipt of the Member Approval.

(g) Documentation evidencing the closing of GHC's purchase of the assets of KMTSJ, Inc.

(h) A statement of funds flow in sufficient detail including amounts and parties requiring payments out of closing proceeds and method of remitting funds to such parties.

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

2.3 Deliveries of Priority Health. At the Closing, Priority Health shall deliver or cause to be delivered to GHC:

(a) A certificate from an officer of Priority Health, dated as of the Closing Date and in a form reasonably acceptable to GHC, stating that the conditions specified in Section 6.2 have been satisfied.

(b) (i) A copy of each consent, approval, and/or other authorization of each Governmental Authority and/or third party required of Priority Health for the Substitution 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 Priority

Health for the Substitution and/or other transactions contemplated by this Agreement with evidence such notice was timely provided.

(c) Written confirmation that Priority Health has satisfied all funding requirements pursuant to this Agreement.

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

Article 3.0 REPRESENTATIONS AND WARRANTIES OF GHC

GHC hereby represents and warrants to Priority Health as follows as of the date hereof and as of the Closing Date, except as otherwise set forth herein, pursuant to the terms of this Agreement:

3.1 **Authority to Enter into Agreement, Enforceability.** Subject to the receipt of all Required Approvals, GHC 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 GHC, GHC'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 GHC 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 GHC 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 GHC will each constitute, a valid and binding obligation of GHC, enforceable in accordance with its terms.

3.2 Organization and Valid Existence.

(a) GHC (i) is duly organized, validly existing and in good standing under the Laws of the State of Wisconsin 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 GHC. GHC has made available to Priority Health true, correct and complete copies of the Organizational Documents of GHC, as in effect on the date hereof (reflecting all amendments and modifications made thereto prior to the date hereof). GHC is not in violation of such Organizational Documents in any respect. GHC (x) only operates within the State of Wisconsin and (y) has no Subsidiaries or Affiliates other than Group Health Properties, LLC. GHC is duly qualified to do business as a foreign corporation, limited liability company or other legal entity and is in good standing in each jurisdiction where such qualification is necessary or where

the conduct of its business or the ownership or leasing of its properties or assets requires it to be so qualified or licensed.

(b) GHC's Cooperative Members, which as of June 30, 2025 are made up of 33 Groups, 1,766 Individual Subscribers and 52,757 Special Subscribers, as defined in GHC's current Articles of Incorporation (or equivalent governance document). The Group Subscribers and Individual Subscribers constitute the only Persons who hold voting control over or any other interest in GHC pursuant to the GHC Bylaws. Upon the consummation of the transactions contemplated by this Agreement, Priority Health will be the only Person that will have voting control over, and/or nonprofit corporate membership interests in GHC. The transactions contemplated by this Agreement are the only steps or actions needed for Priority Health to become the sole voting member of GHC following the Closing. The structure of the transaction is such that following the Closing, Priority Health will become the ultimate controlling Person of GHC and will be able to: (i) consolidate financials, (ii) conduct approved transactions, including dividends and distributions between GHC, its Subsidiaries and Priority Health entities, (iii) subject to Section 1.1 above, elect all of the directors of GHC, and (iv) amend the articles and bylaws of GHC ("collectively the "Consolidated Actions").

(c) The minute books of GHC (i) contain a summary of all meetings and actions of the board of directors (including each board committee) of GHC since the time of its incorporation or organization through the date of the latest meeting and action, and (ii) accurately reflect all transactions referred to in such minutes. There are no material transactions or material dispositions of GHC that are not properly approved and, as applicable, accurately and fairly recorded in the minute books of GHC.

3.3 Governmental Authorizations. The execution, delivery and performance of this Agreement by GHC, and the consummation by GHC 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 approvals of the Wisconsin Office of the Commissioner of Insurance (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 GHC, as amended, or (b) contravene or conflict with, or result in any violation or breach of, any Law applicable to GHC or by which any assets of GHC ("GHC Assets") are bound, assuming that all Required Approvals have been obtained or made.

3.5 Financial Statements.

(a) GHC has furnished Priority Health with true, complete and accurate copies of (i) the audited consolidated balance sheets of GHC as of December 31, 2022, December 31, 2023 and December 31, 2024 (the "Balance Sheet Date"), and the related audited consolidated statements of operations and comprehensive income,

equity and cash flows of GHC for the fiscal years then ended, together with the notes thereto and the reports of GHC's independent accountants with respect thereto (the "Audited Financial Statements") and (ii) the unaudited consolidated balance sheets and consolidated unaudited statements of operations and comprehensive income, equity, and cash flows of GHC for each of the month ends in 2025 (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements (i) have been prepared in accordance with GAAP and SAP, as applicable, and (ii) present fairly, in all material respects, the financial position of GHC as of their respective dates and the results of operations for GHC 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) GHC 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 GHC.

(c) GHC does not have and there is no basis for, liability of the type required to be disclosed under GAAP and SAP (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), except for liabilities (i) accrued or reserved against in the GHC Balance Sheet, or (ii) incurred subsequent to the GHC Balance Sheet in the Ordinary Course of Business.

(d) GHC owns or beneficially owns investment securities as set forth on the GHC Balance Sheet.

(e) The Audited Financial Statements contain adequate reserves for unearned and advanced premium, premium taxes due, unpaid claims, losses and loss adjustment expenses, incurred but not reported claims, liabilities for amounts held under uninsured plans, accrued medical incentive and bonus reserves, reserves for medical loss ratio liability required by applicable Law and for other contingent liabilities, and such reserves are not deficient. All liabilities and contractual adjustments of GHC under all health care reimbursement programs have been properly reflected and adequately reserved for on the Audited Financial Statements. Since the Look-Back Date, GHC is, and has been, operating in the Ordinary Course of Business.

(f) GHC complies with all applicable solvency requirements, including risk-based capital requirements under applicable Laws. The loss reserves of GHC recorded in the SAP Statements for periods since the Look-Back Date: (i) were determined in accordance with ASOP 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

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for all actuarial reserves that were required at that time to be established in accordance with applicable Laws based on facts known to GHC as of such date.

(g) GHC is, and since the Look-Back Date, has been, in compliance with all applicable deposit, reserve, capital, net worth and other financial requirements, including statutory and risk-based capital requirements, established by any Governmental Authority which are applicable to GHC.

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

(i) Except as set in Section 3.5(i) of the Disclosure Letter, no capital expenditures have been made or committed to for 2025 or beyond.

3.6 Labor Relations; Benefit Plans.

(a) GHC 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 GHC, taken as a whole. GHC 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 GHC, taken as a whole: (i) GHC 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 GHC policy; and (ii) each individual who has provided services to GHC since the Look-Back Date and was classified and treated by GHC as an independent contractor, consultant, or other service provider is and was properly classified and treated for all applicable purposes. To the Knowledge of GHC, no officer or executive of GHC: (x) has any present intention to terminate his or her employment with GHC; 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 GHC to conduct its business. There are no pending or, to GHC's Knowledge, threatened charges, complaints, arbitrations, audits, or investigations before any Governmental Authority brought against GHC 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 GHC, that would reasonably be expected to result, individually or in the aggregate, in material Liability to GHC, taken as a whole.

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(b) No employee of GHC is represented by a labor union, works council, or other labor organization and, to the Knowledge of GHC, no union or employee organizing efforts have occurred during the applicable statute of limitations period or are now underway. GHC 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. GHC is not, or since the Look-Back Date has not been, subject to any pending or, to the Knowledge of GHC, threatened, strike, picket, work stoppage, work slowdown or other organized labor dispute, including any termination of employees of GHC from and after Closing, with respect to the Transactions, GHC 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.

(c) GHC is, and since the Look-Back Date has been, in compliance in with 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. GHC has not incurred any 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 liability to GHC taken as a whole: (i) GHC has fully and timely paid all wages, salaries, wage premiums, prevailing wages, commissions, bonuses, fees, and other compensation which have come due and payable to its current and former employees and independent contractors under applicable Law, Contract, or GHC policy; and (ii) each individual who has provided services to GHC since the Look-Back Date and was classified and treated by GHC as an independent contractor, consultant, or other service provider is and was properly classified and treated for all applicable purposes.

(d) With respect to each GHC Benefit Plan, GHC has made available to Priority Health 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 GHC 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 the GHC Benefit Plan.

(e) GHC's Benefit Plans have 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, except as would not result in material liability to GHC, taken as a whole. All contributions, premiums or other payments that are due have been paid on a timely basis with respect to the GHC Benefit Plan.

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(f) Except as set forth on Schedule 3.6(f), no GHC Benefit Plan provides health, medical, life insurance or death benefits to current or former employees of GHC 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. All retiree benefits shall be lawfully terminated by GHC prior to Closing, to be effective December 31, 2026.

(g) None of the execution and delivery of this Agreement, the approval of this Agreement by the GHC Board or the consummation of the transactions contemplated hereby would reasonably be expected to (either alone or in combination with another event), directly or indirectly, (i) result in any payment or benefit becoming due, or increase the amount of any payment or benefit due, to any current or former employee, officer, director, or other individual independent contractor of GHC, (ii) increase any compensation or benefits otherwise payable under any GHC Benefit Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any compensation or benefits due to any current or former employee, officer, director or other individual independent contractor of GHC, (iv) directly or indirectly cause GHC to transfer or set aside any assets to fund any benefits under the GHC Benefit Plan, (v) otherwise give rise to any liability under the GHC Benefit Plan, (vi) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any GHC Benefit Plan on or following the consummation of the transactions contemplated hereby, or (vii) give rise to any payment that could, alone or in the aggregate, be characterized as an "excess parachute payment" as defined in Section 280G of the Code or subject to an excise Tax under Section 4999 of the Code. GHC has not made any payment that could, alone or in the aggregate, be characterized as an "excess parachute payment" as defined in Section 280G of the Code.

(h) The GHC Benefit Plan subject to Code Section 409A (if any) has at all relevant times complied with applicable document requirements of, and has been operated in compliance with, Code Section 409A and the Treasury Regulations and other official guidance promulgated thereunder. No GHC Benefit Plan is a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code.

(i) GHC represents that it conducts routine screening at engagement and on at least monthly intervals thereafter to ensure none of its employees, contractors, subcontractors, or contracted network providers appears on any state or federal exclusion list.

3.7 Real Property: Personal Property.

(a) Schedule 3.7 sets forth the legal description of real property owned by GHC as of the closing of GHC's purchase of KMTSJ, Inc. through its wholly-owned subsidiary, Group Health Properties, LLC (the "Owned Real Property").

(b) GHC 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

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Permitted Liens. The property and assets currently owned and leased by GHC (i) comprise all of the property and assets of GHC 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 GHC, ordinary wear and tear and aging excepted.

3.8 Taxes.

(a) GHC 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)(3) of the Code. GHC has no Knowledge of any Proceeding pending or threatened by the IRS to revoke or terminate its status under the Code. GHC 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. GHC 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 GHC, nor, to GHC's Knowledge, have any deficiencies or claims for any Tax Liability of GHC been proposed, asserted or assessed which remain unpaid.

(d) There is (i) no Proceeding pending or in progress or, to GHC's Knowledge, threatened regarding any Taxes relating to GHC 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 Taxes that GHC 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.

(f) GHC has timely and properly withheld and paid to Regulatory Authorities all required amounts from payments to its employees, independent contractors, members, creditors, equity holders and other third parties and all IRS Forms W-2 and 1099 and other applicable information Tax Returns required with respect thereto have been properly completed and timely filed (taking into account any valid extensions of the time to file).

(g) GHC has not deferred any obligation to pay Taxes pursuant to coronavirus legislation (or any corresponding provisions of applicable law). GHC has not claimed or received, nor or will claim or receive, any "employee retention credit" or any other Tax credit pursuant to coronavirus legislation.

(h) GHC has not nor has ever had property or obligations, including uncashed checks to vendors, contractors, customers or employees, non-refunded overpayments, credits or unclaimed amounts or intangibles, that are or may become escheatable or reportable as unclaimed property to any Regulatory Authority under any applicable escheatment, unclaimed property or similar Laws.

3.9 Insurance Operations.

(a) Since the Look-Back Date, GHC 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 GHC with or submitted by GHC 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 GHC's independent auditors, and GHC has delivered or made available to Priority Health true and complete copies of all audit opinions related thereto for periods beginning on the Look-Back Date. GHC complies in all material respects with all applicable solvency requirements, including risk-based capital requirements under applicable Laws. The loss reserves of GHC 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 GHC as of such date.

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

3.10 Healthcare and Regulatory Matters.

(a) GHC 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 GHC, nor any officer, manager or director of GHC or, to GHC's Knowledge, any independent contractor of GHC, 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 GHC 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 GHC'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 GHC, (iii) GHC 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) GHC 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 GHC's business, activities or services that would restrict or prevent in any material respect GHC from operating as it currently operates.

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

(c) To GHC's Knowledge, GHC 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 GHC.

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

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

(f) GHC 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. GHC is, and has been at all times during the applicable statute of limitations period, in compliance in all material respects with the applicable Privacy Laws. GHC has complied in all material respects with all of its customer-facing policies with respect to data collection, use, processing, privacy, protection and security. During the applicable statute of limitations period, GHC 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 Priority Health. GHC 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.

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

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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.

3.11 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 GHC in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of GHC, and Priority Health and GHC do 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 GHC in connection with the transactions contemplated hereby.

3.12 Related Party Transactions. Neither GHC, or any officer, manager, partner or director of GHC or any member of such officer's, manager's, partner's or director's immediate family or any of the Affiliates ("Related Persons") of any of the foregoing:

(a) owns, directly or indirectly, any capital stock, limited liability company membership interests, or other ownership interest or investment in any Person that is a competitor, vendor, customer, lessor or lessee of GHC (except for the ownership of not more than 1% of the voting stock or equity of any such Person that has securities registered pursuant to Section 13 or Section 15 of the Securities Exchange Act);

(b) has any cause of action or claim against or owes any amount to, or is owed any amount by, GHC;

(c) has any interest in or owns any assets, properties or rights used in the conduct of the business of GHC;

(d) has engaged, at any time in the past five years, or is presently engaged in competition with GHC with respect to any market currently served by GHC;

(e) is a party to any Contract or loan to which GHC is a party or which otherwise benefits the business of GHC; or

(f) has received from or furnished to GHC any goods or services since December 31, 2024 or is otherwise involved in any business relationship with GHC.

3.13 Material Contracts. GHC has delivered to Priority Health a correct and complete copy of each Material Contract, together with all amendments, exhibits, attachments, waivers or other changes. All Material Contracts are in written form. Each

Material Contract is legal, valid, binding, enforceable, in full force and effect and will continue to be legal, valid, binding and enforceable on identical terms following the Closing Date. No Contract to which GHC is a party or is bound requires any consent to be obtained from, or notice to be delivered to, any Person in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby (including consent required under any change of control provision) (i) no Material Contract has been breached or canceled by GHC or, to the Knowledge of GHC, any other party thereto, (ii) GHC has performed all obligations under the Material Contracts required to be performed by GHC (iii) (A) there has been no action or inaction by GHC which, upon giving of notice or lapse of time or both, would constitute a breach or default by GHC under any Material Contract or would permit the termination, modification or acceleration of any such Material Contract and (B) to the Knowledge of GHC, there has been no action or inaction by any third party which, upon giving of notice or lapse of time or both, would constitute a breach or default by such third party under any Material Contract or would permit the termination, modification or acceleration of any such Material Contract, (iv) GHC has not assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any Material Contract, (v) except as set forth in Schedule 3.13, no Contract contains "change in control" or similar provisions under which any of the rights of GHC would be terminated or obligations of GHC would be accelerated or increased in the event of such change of control; and (vi) there is no Contract, order or other instrument binding upon GHC or any current or former officer, manager or director of GHC which restricts or prohibits GHC from competing with any other Person, from engaging in the business of GHC in any geographic area, or which otherwise restricts or prohibits the conduct of the business of GHC.

3.14 Litigation. There are no Proceedings pending against GHC and, to the Knowledge of GHC, there are no Proceedings threatened to be brought against GHC, or any of its 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 GHC, taken as a whole, or GHC's ability to consummate the transactions contemplated hereby. There are no, and since the Look Back Date there has not been any, Orders outstanding against GHC that individually or in the aggregate, would reasonably be expected to be material to GHC taken as a whole. GHC (i) is not the subject of any Proceeding commenced by or against it under any bankruptcy, arrangement, reorganization, insolvency or similar Law for the relief of debtors, (ii) does not have an application pending for appointment, for the benefit of creditors, of a receiver or any other legal custodian with respect to its assets, (iii) has not made any general assignment for the benefit of creditors, (iv) has not admitted in writing its inability to pay its debts as they mature or (v) is not otherwise unable to pay its debts when and as they become due.

3.15 Providers, Vendors and Suppliers.

(a) GHC's Provider networks meet all minimum network adequacy requirements, including any requirements regarding adequate geographic and service-specific coverage (e.g., in-network hospitals and specialty physicians) in each service area of GHC, and GHC has implemented and followed reasonable credentialing, re-credentialing, privileging, and peer review procedures designed to ensure that providers in such networks and professionals employed by or contracted to provide services to or for the benefit of or on behalf of GHC is duly licensed and competent.

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(b) GHC has not received any written or, to GHC's Knowledge, oral notification from any Provider, supplier or vendor indicating that any such Provider, supplier or vendor threatened to stop, decrease the rate of, or adversely change the price terms, with respect to, providing products or services to GHC. Other than as set forth on Schedule 3.15(b), since December 31, 2024, no employer group customer, Provider, supplier or vendor has terminated, cancelled, or failed to renew, or given GHC written notice of its intention to terminate, cancel, fail to renew, or alter its business relationship with GHC. GHC is not party to any litigation or other action, investigation, audit or other Proceeding with any employer group customers, Provider, supplier or vendors and, to GHC's Knowledge, there exists no facts or circumstances that would result in any such Proceeding being initiated.

(c) All Providers and Provider networks used to deliver services for GHC have been paid in accordance with the terms of applicable Contracts and Laws, and no amounts are due and owing to any Providers or Provider networks. There are no disputes related to the processing of claims with any Provider, Provider network or otherwise that have not been fully settled in writing.

3.16 **Compliance with Law.** GHC is and has at all times since the Look-Back Date been in compliance with all Laws applicable to GHC or by which any of the assets of GHC are bound, except as would not reasonably be expected to result in, individually or in the aggregate a material adverse effect on GHC's ability to consummate the transactions contemplated hereby.

3.17 **Full Disclosure.** No representation or warranty of GHC in this Agreement or any transaction contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

Article 4.0 REPRESENTATIONS AND WARRANTIES OF PRIORITY HEALTH

Priority Health hereby represents and warrants to GHC as follows as of the date hereof and as of the Closing Date, except as otherwise set forth herein, pursuant to the terms of this Agreement:

4.1 **Authority to Enter into Agreement; Enforceability.** Priority Health 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 Priority Health of this Agreement, and the consummation of the transactions contemplated hereby have been duly and validly authorized by Priority Health's governing body and no other act or proceeding on the part of Priority Health 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 Priority Health 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 Priority Health will each constitute, a valid and binding obligation of Priority Health, enforceable in accordance with its terms.

4.2 Organization and Good Standing. Priority Health (i) is a nonprofit corporation duly organized, validly existing and in good standing under the Laws of the State of *Michigan, 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 Priority Health's ability to consummate the transactions contemplated hereby.

4.3 Governmental Authorizations. The execution, delivery and performance of this Agreement by Priority Health and the consummation by Priority Health 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 Priority Health 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 Priority Health 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 Priority Health or any of its Affiliates is subject or by which the assets of Priority Health 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 Priority Health under, any permit or Contract to which Priority Health is a party or by which Priority Health'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 Absence of Certain Changes. Except as otherwise expressly required by this Agreement, since the Balance Sheet Date, Priority Health has conducted its business, in all material respects, in the Ordinary Course of Business through the date hereof.

4.6 Litigation. There are no Proceedings pending or, to the Knowledge of Priority Health, threatened against or affecting Priority Health 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 Priority Health's ability to consummate the transactions contemplated hereby.

4.7 Compliance with Law. Priority Health is and has at all times since the Look-Back Date been in compliance with all Laws applicable to Priority Health or by which any of the assets of Priority Health are bound, except as would not reasonably be expected to result in, individually or in the aggregate a material adverse effect on Priority Health's ability to consummate the transactions contemplated hereby.

4.8 Conflicts of Interest. The execution, delivery and performance by Priority Health 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 Priority Health; and (b) conflict with or violate any Law to which Priority Health or its properties or assets is subject.

4.9 Insurance Policies. Priority Health is covered by valid and currently effective insurance policies and all premiums payable under such policies have been paid to date. Priority Health 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 Priority Health ("Priority Health Insurance Policies") provide adequate coverage for all normal risks incident to the business of Priority Health and its properties and assets. Since the Look-Back Date, no claim for coverage under any Priority Health Insurance Policy has been denied or disputed by the underwriters of such Priority Health Insurance Policy. Priority Health does not have any self-insurance program or co-insurance programs. Priority Health will make available to GHC 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 Priority Health, taken as a whole, or Priority Health's ability to consummate the transactions contemplated hereby, (a) all premiums due under such Priority Health Insurance Policies have been timely paid as of the date hereof and will be timely paid through the Closing Date, and Priority Health has otherwise complied with the terms and conditions of such Priority Health Insurance Policies and (b) (i) the Priority Health Insurance Policies are in full force and effect and are legal, valid, binding and enforceable with their respective terms, and (ii) Priority Health is not in default under any such Priority Health Insurance Policy. Priority Health has received no written notice of any actual or threatened cancellation, nonrenewal or termination of, or material premium increase with respect to any such Priority Health Insurance Policies. To the Knowledge of Priority Health, there is no event, occurrence, condition or act (including the transactions contemplated hereby) that would entitle any insurer to cancel, 21 terminate or non-renew any Priority Health Insurance Policy. Each Priority Health Insurance Policy will continue in full force and effect immediately following the Closing in accordance with its terms.

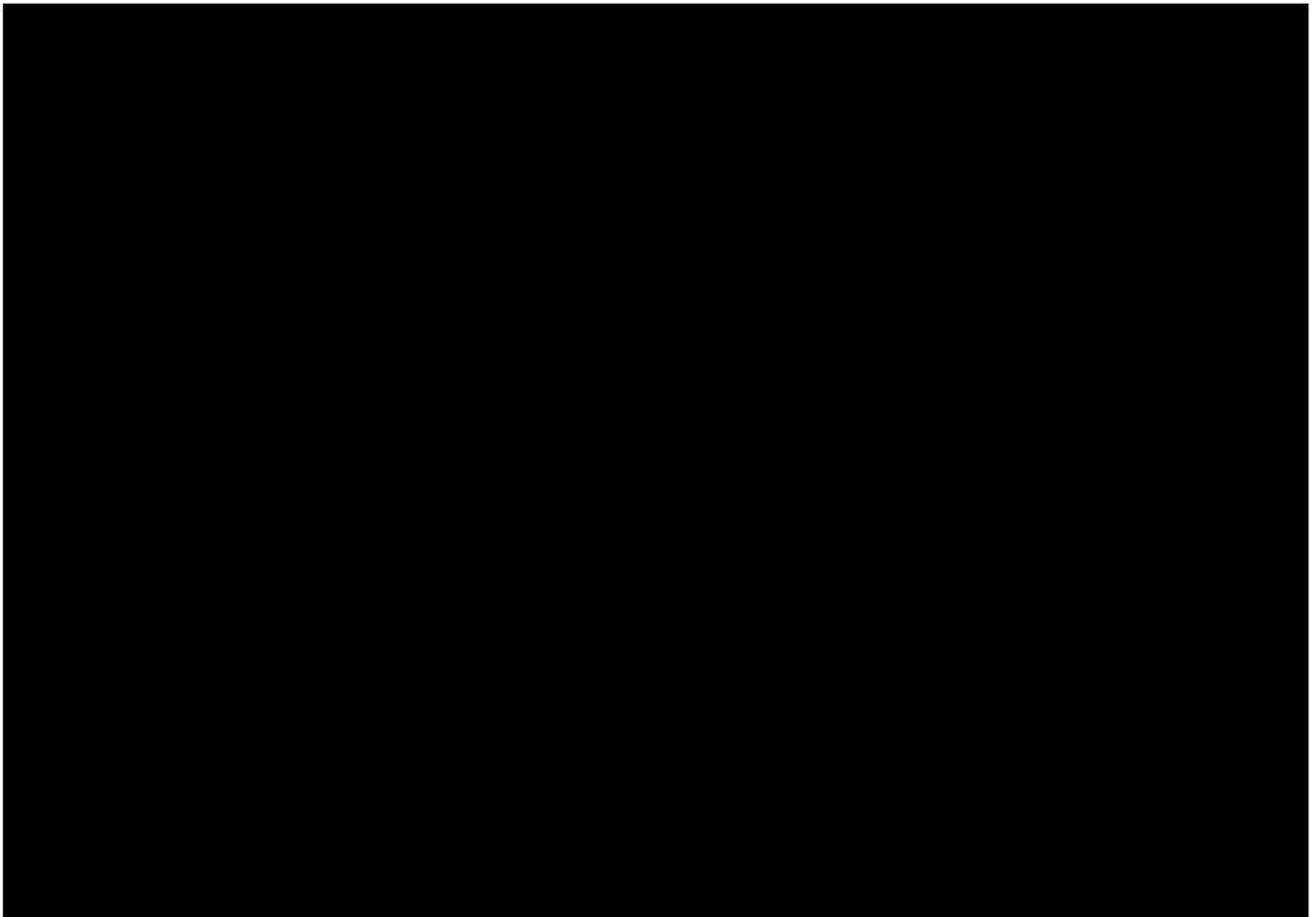
4.10 Tax Exempt Status. Priority Health is recognized by the IRS as exempt from federal income taxation as an organization described in Section 501(c)(4) of the Code. Priority Health has no Knowledge of any Proceeding pending or threatened by the IRS to revoke or terminate its status under the Code. Priority Health 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. Priority Health 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.

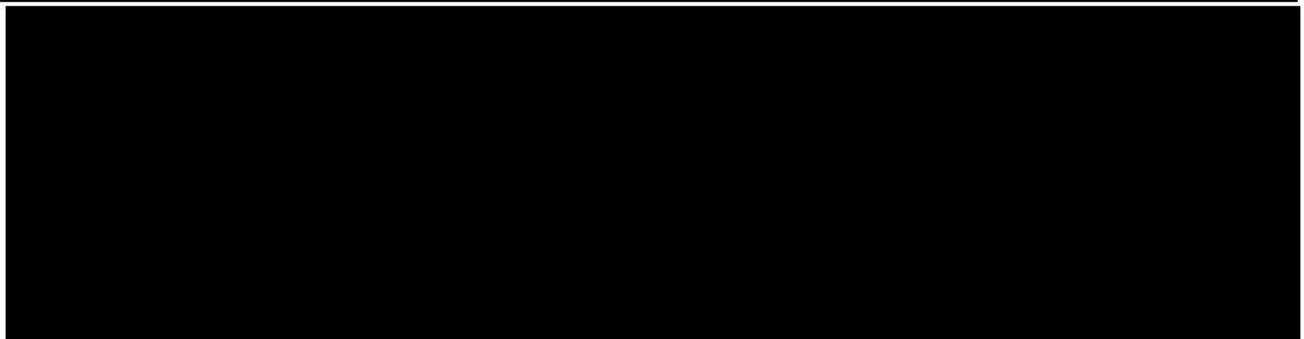
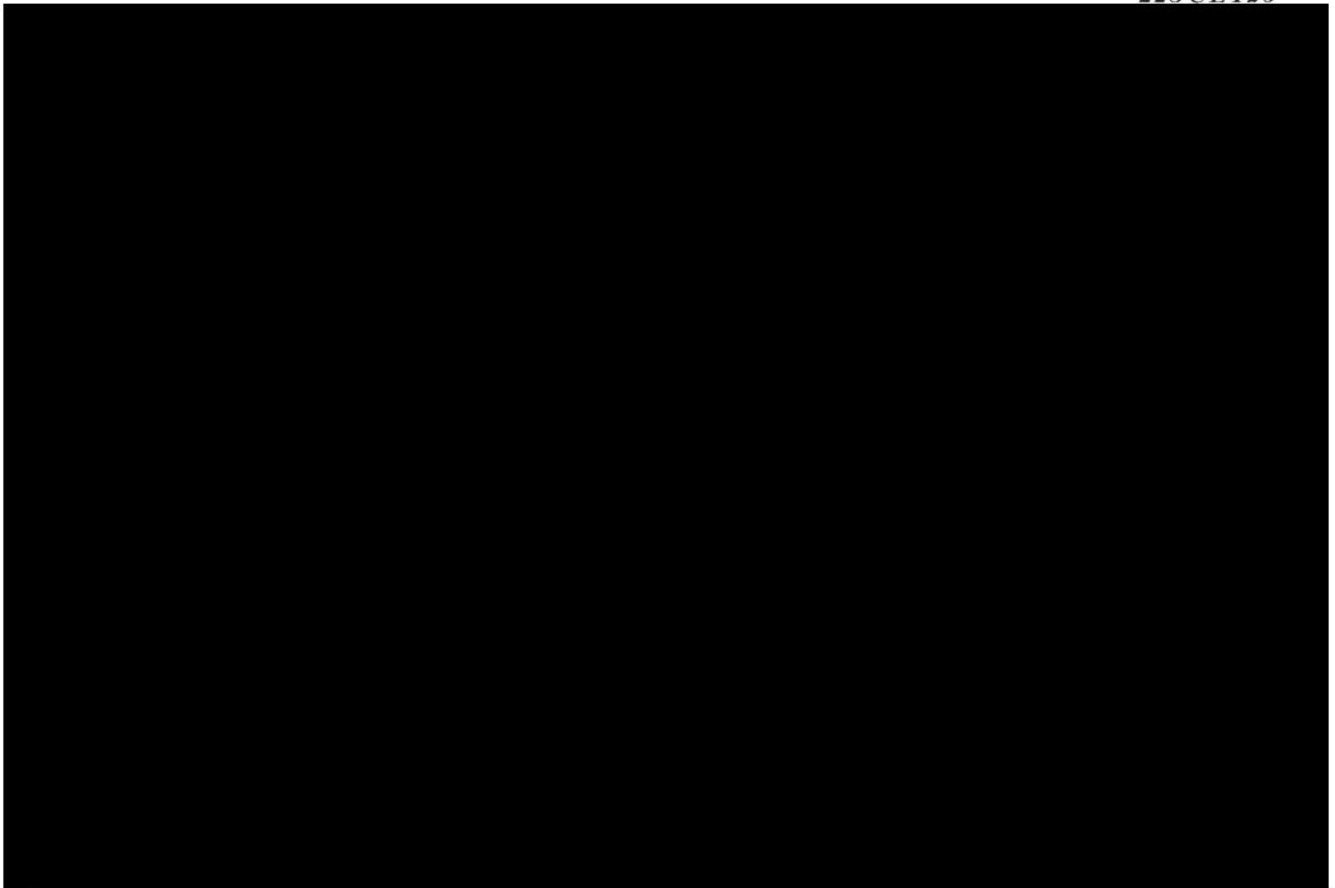
4.11 No Broker or Finder. No broker, finder, investment banker or other intermediary is entitled to any brokerage, finder's or other similar fee or commission from Priority Health or any of its Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf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

Article 5.0 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, or by applicable Law, or consented to in writing by Priority Health (which consent will not be unreasonably withheld, conditioned or delayed), GHC 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 GHC 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 GHC Disclosure Letter), by applicable Law, or with the prior written consent of Priority Health (which consent will not be unreasonably withheld, conditioned or delayed), GHC 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 GHC, other than *de minimis* amendments or modifications;

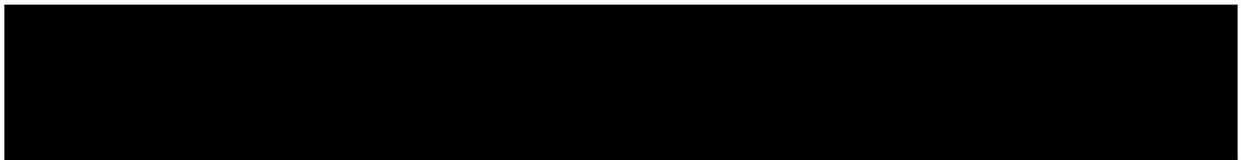


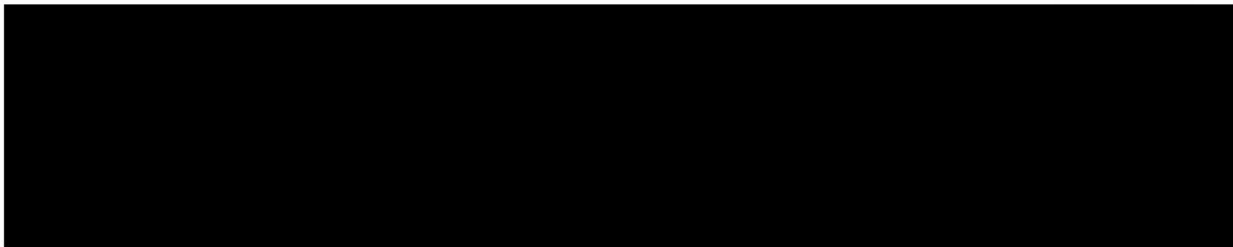


(e) Liens. Permit any properties or assets of GHC to be subject to any Lien (other than Permitted Liens);

(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;

(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;





(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, (xi) enter into any transactions that require filing Tax returns or incur Tax liabilities outside the State of Wisconsin, or (x) 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 GHC 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 Priority Health or (ii) disclose any Trade Secrets of GHC 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 GHC's current annual budget, as made available to Priority Health prior to the date hereof;

(m) Loans and Advances. Make any loans, advances or capital contributions to, or investments in, any other Person, including to any of the executive officers, directors, employees, agents, consultants or other Representatives of GHC, other than advances to the executive officers, directors or employees of GHC in the

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Ordinary Course of Business for travel and other normal business expenses or any advancement of expenses required under the Organizational Documents of GHC;

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

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

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), GHC shall permit, Representatives of Priority Health, including any third-party data privacy or cybersecurity auditor ("Security Auditor") engaged by Priority Health, to have reasonable access during normal business hours, and in a manner so as not to unreasonably interfere with the normal business operations of GHC, 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 GHC 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 GHC, waive any privilege, violate any Law or breach any duty of confidentiality owed to any Person, and shall not include any environmental sampling. Priority Health 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. GHC acknowledges and agrees that the access requirements and security policies of GHC shall in no way materially impede Priority Health, 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 GHC shall not expand the remedies available hereunder to Priority Health or its Affiliates under this Agreement in any manner. From and after the date hereof until the Closing Date, GHC shall afford Priority Health and its Affiliates reasonable access to (i) information regarding employees of GHC necessary for Priority Health and its Affiliates to onboard

and integrate such employees and (ii) the key employees of GHC 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 GHC after the Closing.

(b) For each month following the date hereof, GHC shall provide Priority Health 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 GHC 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), Priority Health shall permit Representatives of GHC reasonable access during normal business hours, and in a manner so as not to unreasonably interfere with the normal business operations of Priority Health, to, and will furnish all information reasonably requested concerning, the business and the premises, properties and assets of Priority Health as related to this Agreement and Priority Health's performance of its obligations hereunder; provided, however, that Priority Health shall not be required to permit any such access, or to disclose any information, that in the reasonable judgment of Priority Health would (a) result in the disclosure of any trade secret of any Person or violate any applicable Law or confidentiality obligation of Priority Health or its Affiliates or (b) jeopardize protections afforded Priority Health 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 Priority Health shall not expand the remedies available hereunder to GHC under this Agreement in any manner.

5.3 Notification. Priority Health, on the one hand, and GHC, 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 Priority Health or the Knowledge of GHC (as applicable), threatened against GHC or Priority Health or any of its Affiliates, as the case may be. Additionally, Priority Health on the one hand, and GHC, 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) 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

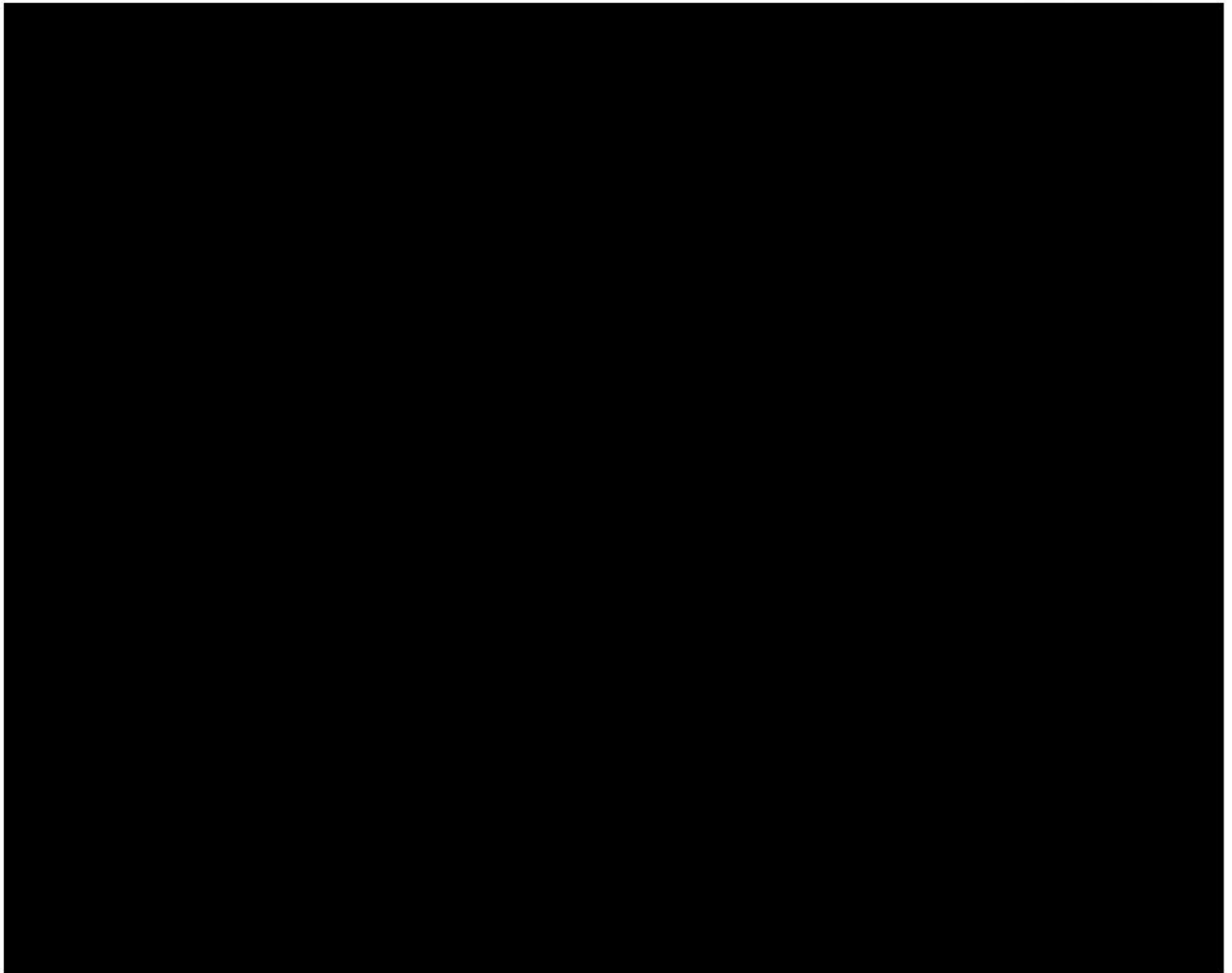
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reasonably necessary, proper or advisable to obtain all Required Approvals to consummate and make effective the transactions contemplated hereby as promptly as practicable, including using its reasonable best efforts to obtain or make all necessary 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.

(b) OCI Form A Filing. Priority Health and GHC shall jointly prepare and Priority Health 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 GHC (the "Form A Filing").

(c) 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), Priority Health and GHC 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 GHC, in any such case to obtain any such consent, approval or authorization, without the prior written approval of Priority Health.





5.5 Member Approval.

(a) Member Approval. Prior to the Closing but to be effective as of the Closing, GHC 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.

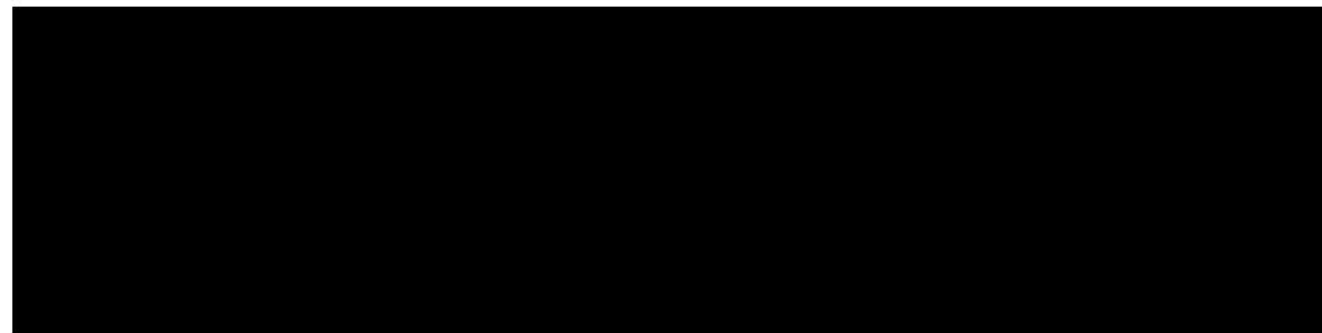
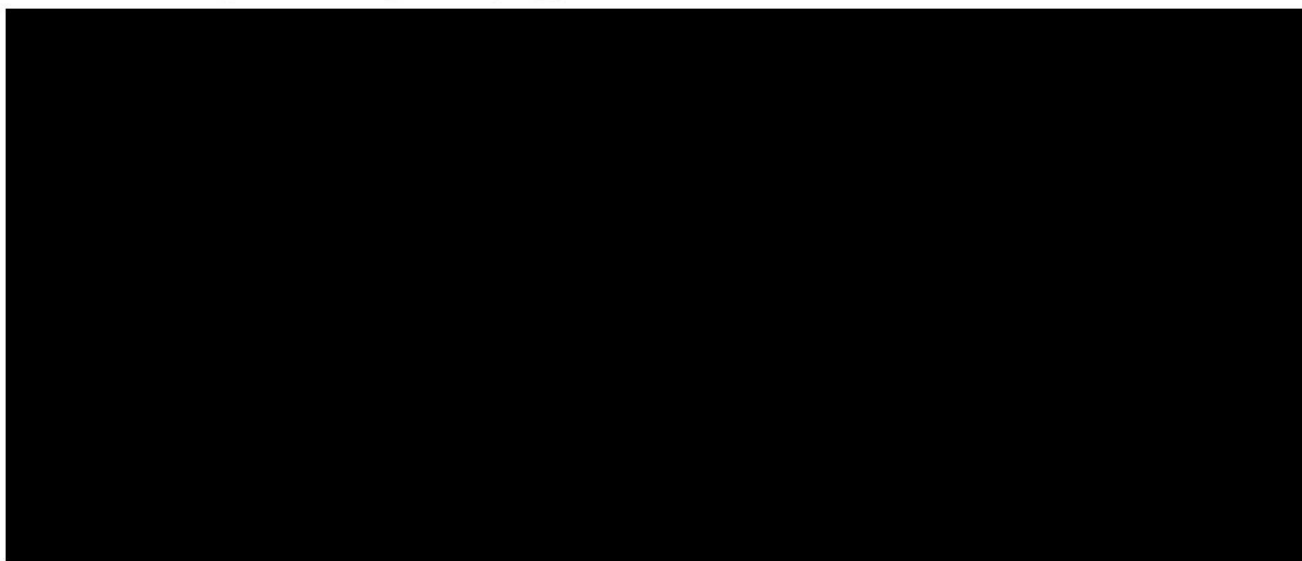
(b) Information Statement. (i) In connection with solicitation of approval of the Amended and Restated Organizational Documents by the members of GHC (the "Members" and such approval the "Member Approval"), GHC will prepare, subject to Priority Health's review and agreement, an information statement that discloses the transactions contemplated hereby and complies with applicable Law (the "Information Statement"). As soon as practicable following execution of this Agreement, GHC shall deliver the Information Statement and all other applicable documents and information to the Members. (ii) GHC will advise Priority Health reasonably promptly of the delivery of the Information Statement and all other applicable documents and information to the Members and any supplement or amendment.

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(c) **Special Meeting.** GHC shall, in accordance with applicable Law and its Organizational Documents, provide to the Members timely notice of the Special Meeting. GHC, acting through the GHC 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 Priority Health such recommendation.

5.6 **Resignations.** At or prior to the Closing, at the request of Priority Health, GHC shall deliver or cause to be delivered to Priority Health duly signed resignations, effective as of the Closing, of each of the directors of GHC specified by Priority Health 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. GHC and Priority Health 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.



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

5.11 Exclusivity

GHC agrees that it will not, and will cause its representatives and agents not to, directly or indirectly (a) solicit, initiate, discuss, participate in, or encourage any inquiry, proposal, discussion, negotiation, offer or Contact from any Person relating to any transaction involving (i) the sale of any stock, membership interest or other ownership interest or any assets or debt of GHC, (ii) any change of control, (b) acquisition, divestiture, merger, consolidation, financing or similar transaction involving GHC or (iii) any similar transaction or business combination involving GHC (in each case, an "Acquisition Proposal"), (b) participate in any discussion or negotiation regarding, or furnish any information with respect to, or assist or facilitate in any manner, any Acquisition Proposal or any attempt to make an Acquisition Proposal or (c) cooperate with, or furnish or cause to be furnished any non-public information concerning GHC to any Person in connection with an Acquisition Proposal. GHC shall immediately cease, and cause to be terminated, any and all contacts, discussions and negotiations with third parties regarding any of the foregoing, and GHC will notify Priority Health immediately if any Person makes any proposal, offer, inquiry or contact related to an Acquisition Proposal and provide Priority Health with the details thereof (including the Person making such offer, inquiry or contact and a copy of all written communication in connection therewith) and GHC's response thereto.

Article 6.0 CONDITIONS TO CONSUMMATION OF THE SUBSTITUTION

6.1 Conditions to the Obligations of GHC. The obligations of GHC to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by GHC 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 Priority Health to consummate the transactions contemplated hereby.

(b) Performance of Covenants. Priority Health 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

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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) Required Approvals. Any applicable waiting period (and any extension thereof) 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) Right of First Refusal. The Right of First Refusal to purchase GHC held by Marshfield Clinic shall have been waived or not timely exercised.

(g) Certification and due diligence that Priority Health meets all the criteria required of it under the MSA and APA by GHS and KMTSJ.

6.2 Conditions to Priority Health's Obligations. The obligation of Priority Health to consummate the transactions contemplated hereby is subject to the satisfaction or waiver by Priority Health 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 GHC 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. GHC shall have performed in all material respects all of the covenants and agreements required to be performed by GHC 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

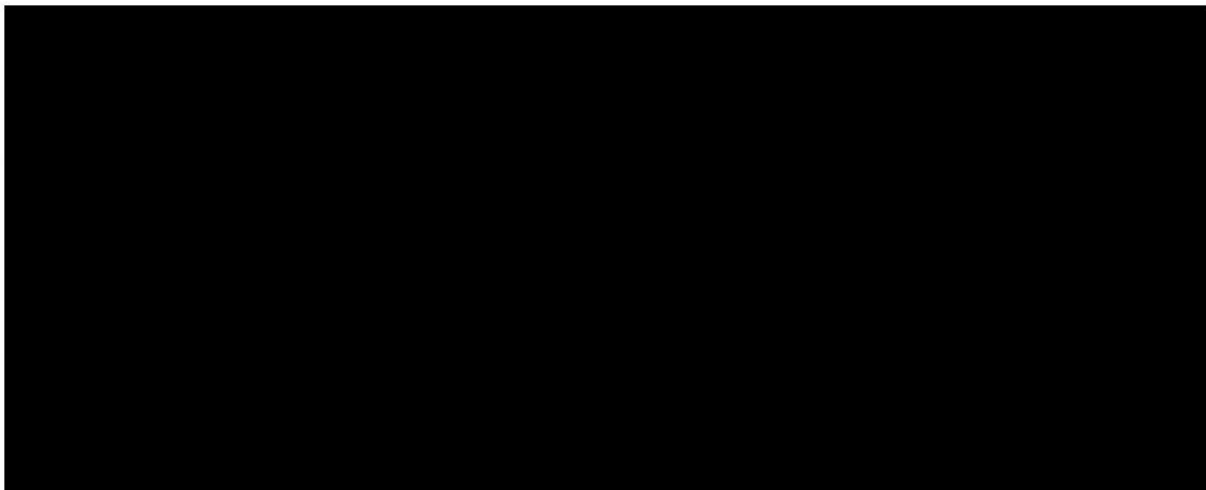
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of competent jurisdiction seeking to enjoin, restrain or otherwise prohibit consummation of any of the transactions contemplated hereby.

(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 GHC 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.



(i) Security Review. GHC shall have delivered results deemed satisfactory by Priority Health of any information security reviews requested by Priority Health.

(j) Key Meetings. Priority Health shall be satisfied with its meetings with the key Providers, suppliers, vendors and customers.

Article 7.0 INDEMNIFICATION

7.1 **Indemnification by GHC.** After the Closing and subject to the terms and conditions of this Article 7.0, GHC hereby covenants and agrees to indemnify and hold Priority Health and Priority Health's officers, directors, employees, affiliates and assigns (the "Priority Health Indemnified Parties") harmless from, against and in respect of any and all losses, costs, expenses (including without limitation, reasonable expenses of investigation and reasonable attorney's fees and disbursements of counsel), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action and other obligations of any kind or nature (individually, a "Loss" and collectively, "Losses") that any Priority Health Indemnified Parties at any time, directly or indirectly, suffer, sustain, incur

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or become subject to, to the extent arising out of, based upon or resulting from or on account of:

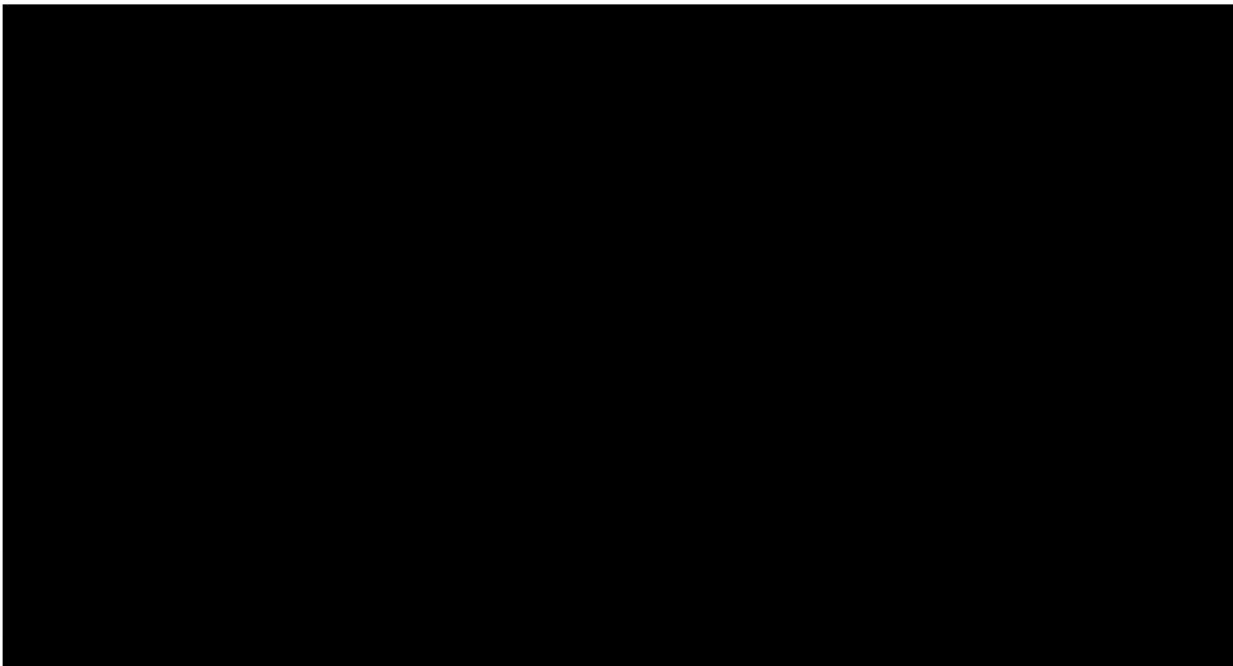
(a) any inaccuracy in or breach of any of the representations or warranties of GHC set forth in this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by GHC pursuant to this Agreement;

(c) fraud, intentional misrepresentation or gross negligence of GHC in connection with the transactions contemplated by this Agreement, including with respect to any representation or warranty contained herein, or the willful breach of this Agreement by GHC; or

(d) Any of the items listed on Exhibit C.

7.2 Limitations on Indemnification by GHC. Notwithstanding anything to the contrary contained in this Agreement or in any document ancillary to this Agreement:



Article 8.0 TERMINATION

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

(a) by mutual written consent of Priority Health and GHC;

(b) by Priority Health upon written notice to GHC if there has been a breach of any covenant or agreement by, or inaccuracy of any representation or warranty of, GHC 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 Priority Health

has provided GHC 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 GHC upon written notice to Priority Health if there has been a breach of any covenant or agreement by, or inaccuracy of any representation or warranty of, Priority Health 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 GHC has provided Priority Health 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 Priority Health or GHC upon written notice to the other Party if the transactions contemplated hereby have not been consummated by March 31, 2026 (the "Termination Date"); provided, that (i) Priority Health shall not be entitled to terminate this Agreement pursuant to this Section 7.1(d) if Priority Health's breach of this Agreement has prevented the consummation of the transactions contemplated hereby at or prior to such time and (ii) GHC shall not be entitled to terminate this Agreement pursuant to this Section 7.1(d) if GHC'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 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, Priority Health or GHC may, upon written notice to the other Party, extend the Termination Date to a date not later than (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, 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 , which date shall thereafter be deemed to be the Termination Date for purposes of this Agreement;

(e) by either Priority Health or GHC 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 Priority Health or GHC 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 nonappealable order permanently enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(g) by either Priority Health or GHC 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.

8.2 Effect of Termination. Except for the provisions of Section 5.7 this Section 8.2, Article 8.0 and Article 9.0 which shall survive any termination of this Agreement, upon the valid termination of this Agreement in accordance with Section 8.1, this Agreement shall thereafter become void and have no effect, and no Party shall have any liability to any other Party or its members, managers or directors or officers in respect thereof; provided, that nothing herein will relieve any Party from any liability for any willful breach of the provisions of this Agreement prior to such termination. In the event of termination of this Agreement by either Party, the terminating Party shall be responsible for payment of all fees and costs incurred by the non-terminating Party in the negotiation and preparation of the Membership Substitution transaction including but not limited to all legal fees, consulting fees and costs related to this transaction.

Article 9.0 MISCELLANEOUS

9.1 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 8.2 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.

9.2 Construction and Interpretation. Unless the context otherwise requires, any reference in this Agreement to words imparting the singular number only include the plural and vice versa. References to Articles, Sections, Schedules, Exhibits, 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 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, and Exhibits 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 Priority Health, material that has been posted, retained and thereby made available to Priority Health and/or its Representatives through the virtual data room established by Priority Health 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 Central Standard 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. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If this Agreement provides for or requires performance by the parties of any covenant, agreement or obligation, but does not set forth any time period within which the same is to be performed, then the party subject to such performance obligation shall be obligated to so perform within a reasonable time period, not to exceed ten (10) Business Days. The headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. Any Law defined or referred to herein or in any other agreement contemplated hereby (collectively, the "Transaction Documents") means such Law as from time to time amended, modified or supplemented, including by succession of comparable successor Laws. Any Contract defined or referred to herein or in any other Transaction Document means such Contract as from time to time amended, modified or supplemented, including any novation thereof. References to a Person are also to such Person's successors and permitted assigns. All terms defined in this Agreement have the defined meanings when used in any other Transaction Document or any certificate, instrument or other document made or delivered pursuant hereto, unless otherwise defined therein. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The parties hereto intend that each representation, warranty and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty or covenant contained in this Agreement or the Transaction Documents in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that such party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant. All actions constituting a part of the Transactions at the Closing will be completed substantially simultaneously, and no document will be deemed to be delivered until all actions relating to the Transactions are completed and all documents required to be delivered at Closing are delivered.

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

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couriered by overnight receipted courier service, in each case with a copy by electronic mail. Any party may change the address to which notices or other communications are delivered, by giving the other parties notice of such change in the manner set forth herein. Notices shall be delivered to:

If to Priority Health:

Priority Health
1231 East Beltline Avenue NE
Grand Rapids, MI 49525-4501
Attn: Nick Gates
Email: Nicholas.Gates@corewellhealth.org

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

Priority Health
1231 East Beltline Avenue NE
Grand Rapids, MI 49525-4501
Attn.: Jeremy Brieve
Email: Jeremy.Brieve@priorityhealth.com

If to GHC:

Group Health Cooperative of Eau Claire
P.O. Box 3217
Eau Claire, WI 54702-3217
Attn.: Sarah North
Email: snorth@group-health.com

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

Weld Riley, S.C.
3624 Oakwood Hills Parkway
Eau Claire, WI 54701
Attn.: John B. Wagman
Email: jwagman@weldriley.com

9.4 Amendment and Waiver.

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

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(b) Subject to Section 9.4(a) and in compliance with applicable Law, this Agreement may be amended by the Parties at any time before or after the Member Approval.

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

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

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

9.8 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 CIRCUIT COURT IN EAU CLAIRE COUNTY, WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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

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

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

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

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

9.14 Protection of Charitable Purpose. Each Party acknowledges and agrees that the transactions contemplated by this Agreement are intended to support the Priority Health Charitable Purpose and the GHC Charitable Purpose as set forth in its Amended and Restated Organizational Documents (the "GHC Charitable Purpose" and together with the Priority Health 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 10.0 DEFINITIONS

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

“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.

“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 Michigan are authorized or required by Law to close.

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

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

“GHC 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 benefit plans, stock purchase, stock option, stock appreciation right, stock-based or other equity-based, 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, savings, salary continuation, pension, accident, tuition reimbursement, life, disability, group insurance, supplemental unemployment, performance share 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 GHC or to which GHC is required to make contributions or with respect to

which GHC has any liability, in each case with respect to current or former directors, officers, employees or consultants of GHC.

“GHC Charitable Purpose” means the principal purpose of operating to perform, develop and implement, on a centralized basis, for comprehensive healthcare services for individuals, commercial entities, 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.

“GHC 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.

“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).

“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 3.8.

“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 GHC, 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. § 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 43 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 GHC; (ix) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003; (x) the Medicare Improvements for Patients and Providers Act of 2008; (x) ERISA; (xi) the Patient Protection and Education Act; (ii) 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 GHC, (ii) indebtedness evidenced by any notes, bonds, debentures, mortgages or other debt securities, debt instrument or similar instruments (including a letter of credit), (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 GHC owed under leases that are recorded as capital or direct finance leases in the Financial Statements or Unaudited Financial Statements or required by GAAP or SAP, as applicable, to be characterized as capital or direct 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 GHC 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, including any unpaid or deferred fees payable to UST HealthProof for the claims management system implementation, (x) any severance or change in control payments to Owner Parties (as defined in the Transaction Agreement), (xi) any unpaid liabilities recorded on KMTSJ balance sheet as of the Closing Date, (xii) any past due property Taxes, (xiii) any obligations of any kind referred to in clauses (i) to (ix) above guaranteed or secured, directly or indirectly, in any manner by GHC, (xiv) for current or deferred unpaid income Taxes of GHC that have been properly accrued in accordance with SAP or that are otherwise due and payable, but that remain unpaid as of immediately prior to the Closing and (xv) all principal, interest, premiums, penalties, pre-

payment penalties, 44 fees, costs, expenses, indemnities, and breakage costs to the extent associated with any of the foregoing.

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

“Insurance Policies” has the meaning set forth in Section 3.17.

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

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

“IRS” means the United States Internal Revenue Service.

“Knowledge” of a particular fact or other matter is inferred where: (i) such individual is actually aware of such fact or other matter; or (ii) such individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable investigation regarding the accuracy of any representation or warranty contained in this Agreement. In addition to any inferred knowledge the actual knowledge of Sarah North, Robert Tanner, Michelle Bauer, and Curt Rice shall be considered the Knowledge of GHC and the actual knowledge of Nicholas Gates, Carrie Kincaid, and Joseph Klesney, shall be considered the Knowledge of Priority Health.

“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, current or non-current, including any liabilities for Taxes, in each case to be applied on a consistent basis.

“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, 2023.

“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 GHC, taken as a whole, or (b) the ability of GHC 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 GHC or the industry in which GHC 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 GHC 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 GHC, taken as a whole, relative to other participants in the industry, markets or geographical areas in which GHC 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” means any Contract or agreement, whether written or oral, to which GHC is a party.

“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 GHC and Priority Health, dated as of October 27, 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 GHC, and includes all GHC 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 Priority Health and which do not or would not materially impair the use or occupancy of such Real Property in the operation of the business of GHC 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 nonexclusive licenses of GHC 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 Priority Health, 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.; 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.

"Priority Health" has the meaning set forth in the Preamble.

"Priority Health Charitable Purpose" means the principal mission of developing, promoting and maintaining programs arranging for, coordinating the provision of, and enhancing the quality and

accessibility of health care services to the general public through a network of health care plans principally benefitting commercial entities, individuals, low-income individuals and individuals eligible for participation.

“Proceeding” means any claim, action, suit, charge, complaint, demand, petition, lawsuit, litigation, arbitration or mediation, inquiry, investigation, focus review by Governmental Authority, 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, surgical centers, 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.

“RBC” or “Risk Based Capital” means risk based capital- calculated based on the methodology promulgated by the National Association of Insurance Commissioners, as consistently applied.

“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) compilers, middleware, tools, firmware, operating systems and specifications, platforms, algorithms,

heuristics, interfaces, APIs, modules, test specifications and scripts, and (b) all versions, updates, releases, patches, corrections, enhancements and modifications thereto and all documentation, developer notes, instructions, comments and annotations related to any of the foregoing; including all cloud and Software-as-a-Service based offerings.

“Special Meeting” means the meeting of the Members convened in accordance with the Organizational Documents of GHC 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 49 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.

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

“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).

Execution Version
22JULY25

“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]

Execution Version
22JULY25

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.

GROUP HEALTH COOPERATIVE
OF EAU CLAIRE

DocuSigned by:

By: 891849CB3B084FF...
Sarah North, General Manager

Signed by:

By: 9E94797465784AF...
Tyler E. Fadness, President

PRIORITY HEALTH

DocuSigned by:

By: F50FA4EBCEED49C...
Nick Gates, Interim President and Treasurer

Execution Version
22JULY25

EXHIBIT A

Amended and Restated Articles of Incorporation

(see attached)

**ARTICLES OF INCORPORATION
OF
GROUP HEALTH COOPERATIVE OF EAU CLAIRE**

(AMENDED AND RESTATED EFFECTIVE _____)

The members of Group Health Cooperative of Eau Claire (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 "Group Health Cooperative of Eau Claire."

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 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 sections 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 or any corresponding provision of future internal revenue laws ("Code"). In furtherance of such purposes, the Cooperative is organized for the principal purpose of operating to perform, develop, and implement, on a centralized basis, 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 sections 501(c)(3) or 501(c)(4) 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 this Article 2.

C. To engage in any kind of lawful act 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 outlined in this Article 2.

3. **CAPITAL STOCK:** The Cooperative is organized without capital stock.

4. **REGISTERED AGENT:** The name of the registered agent of the Cooperative and its address in the city of Altoona and county of Eau Claire at the time of effectiveness of these Amended & Restated Articles of Incorporation are: Sarah J. North, 2503 North Hillcrest Parkway, Altoona, WI 54720.

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

6. **MEMBERSHIP:** The Cooperative may have up to two classes of members: Class A and Class B. The rights, privileges, and authorities of the members shall be set forth in the Bylaws.

A. There shall only be a single Class A Member at any given time. The Class A Member shall be designated as provided in the bylaws. A Class A Member must be a nonprofit corporation and an entity that is: (i) exempt from federal income taxation as described in either Section 501(c)(3) or 501(c)(4) of the Code; and (ii) complies with the requirements set forth in the bylaws. The private insureds of the Cooperative shall be the Class B Members of the Cooperative. Unless and until a Class A Member is appointed, the Class B Members of the Cooperative shall exercise all the powers of the Members of the Cooperative. At such time as a Class A Member is appointed, the Class B Members shall only exercise such power as granted to them, if any, under the bylaws.

7. **OFFICERS:** The principal officers of the Cooperative shall be set forth in the bylaws.

8. **LIMITATIONS:**

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 2 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 sections 501(c)(3) or 501(c)(4) 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) or

501(c)(4) of the Code or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

9. 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 one or more entities qualifying as exempt from federal income tax under Section 501(c)(3) or 501(c)(4) of the Code to be used for healthcare programs in the State of Wisconsin or to otherwise support health related charitable initiatives in the State of Wisconsin ("Wisconsin Health Initiatives"); provided, however, if at the time of dissolution there is a Class A Member that is exempt from federal income tax under Section 501(c)(3) or 501(c)(4) of the Code, such distribution shall be made to the Class A Member for support of Wisconsin Health Initiatives.

10. AMENDMENT: These Articles of Incorporation may be further amended as follows:

1. At any time there is a Class A Member,
 - a. By the Class A Member upon ten (10) days written notice to the Board;
 - b. By the Board upon ten (10) days written notice to the Class A Member; provided, however, if such amendment alters the rights, duties, or powers of the Class A Member, then such amendment shall only be effective if approved by the Class A Member.
2. At any time there is not a Class A Member,
 - a. By the Board; with such amendment effective thirty (30) days after mailing of a ballot to the Class B Members provided that the amendment was not affirmatively rejected by: (i) at least 10% of the Members, and (ii) more Members than who affirmatively approved the amendment.

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EXHIBIT B

Amended and Restated Bylaws

(see attached)

AMENDED AND RESTATED BYLAWS GROUP HEALTH COOPERATIVE OF EAU CLAIRE

Article I - Corporate Headquarters. Group Health Cooperative of Eau Claire (the "Cooperative") shall maintain its corporate headquarters and principal place of business at the following address: 2503 N. Hillcrest Parkway, Altoona, WI 54720.

Article II – Purposes and Powers

Section 1. The purpose of this Cooperative shall be to provide: (a) a means for subscribers to secure for themselves, their families, and their dependents comprehensive prepaid preventive as well as curative health care; (b) a means to emphasize disease prevention and early care; (c) incentives for holding down costs and for increasing the productivity of resources; (d) a means to improve both the quality of care and its geographic distribution; and (e) to have and exercise such other powers and do and engage in such other acts and activities not expressly prohibited by the Articles of Incorporation or the Bylaws of this Cooperative or the applicable laws of the State of Wisconsin as may be necessary, proper, or expedient to achieve its purposes and exercise the other powers herein expressly specified, provided however, that the Cooperative shall in no event provide or pay cash indemnities to its members.

Section 2. Reserved Powers. The following corporate actions require approval by the Class A stockholder of the Class A Member: (a) the amendment or restatement of the corporation's Articles of Incorporation; (b) any merger or consolidation of the corporation with, or issuance of ownership interest to, another entity; (c) a sale or transfer of all or substantially all of the corporation's assets; (d) the dissolution of the corporation; (e) the borrowing of moneys; (f) changing the corporation's name or conducting the business of the corporation under an assumed or fictitious name; (g) requiring the Members to contribute additional capital to the corporation unless such contribution is required by federal or state law or regulation; (h) issuance of ownership interests; and (i) creating a subsidiary.

Article III - Subscribers of Health Care

Section 1. Group Subscribers. Individuals covered by a subscriber contract made available on a group basis will be able to enroll for pre-paid health care benefits by paying or having paid on their behalf regular dues in a manner consistent with State and Federal legislation; and all such subscribers shall be considered Class B Members of the Cooperative.

Section 2. Individual Subscribers. Individuals not applying on a group basis may apply as an individual subscriber for pre-paid health care benefits. Upon acceptance of the application and the initiation of the subscriber contract, the subscriber shall be considered a Class B member of the Cooperative.

Section 3. Special Subscribers. Individuals not applying on a group basis or as individual subscribers but receiving services from the Cooperative through specific programs will be considered Special Subscribers. Special Subscribers shall include: (a) Persons covered under a group administrative services-only contract; (b) Persons covered through government assistance

programs including the Wisconsin Medical Assistance Program and similar programs; (c) Persons covered under limited benefits programs. Persons covered under these programs shall be required to complete appropriate health statements for themselves and covered family members. Upon acceptance of the subscriber contract, the subscriber shall be considered a nonvoting member of the Cooperative.

Section 5. Basis of Termination. Subscribers may be terminated after thirty-one (31) days for nonpayment of premiums; subscribers may be terminated immediately for fraud or misrepresentation of pertinent facts which would have been cause for rejection of application when made; subscribers may be terminated immediately for conduct detrimental to the interests of the Cooperative when determined by unanimous decision of the Executive Committee or by two-thirds vote of the Board of Directors. A subscriber who has been terminated for conduct detrimental to the interests of the Cooperative, upon being notified in writing of the termination may petition the Board within 30 days of the notice to terminate for a review of the termination. The full Board shall conduct a fair and impartial hearing and its decision shall be final and binding.

Article IV - Membership

Section 1. Members. Priority Health, Inc., a Michigan nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(4) of the Internal Revenue Code of 1986 (the "Class A Member") shall be the sole Class A member of the Cooperative and the Group Subscribers and 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 in the first half of each calendar year. Special meetings of the Voting Members, for any purpose or purposes, may be called by the President, the Chair of the Board of Directors of the Cooperative (the "Board"), or by any Director appointed by 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 Cooperative. 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. All Membership meetings may be conducted in-person, electronically, telephonically, or by any other means of remote communication and participation in any such meeting shall constitute presence at such 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 seven (7) and not more than thirty (30) calendar

days before the date of the meeting to each Voting Member, except in the instance of a special meeting, notice of which shall be delivered not less than two (2) calendar days before the special meeting. 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. Notice shall be by personal delivery, U.S. mail, email, or any other electronic communication.

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 Cooperative records. Action taken under this Section 6 of this Article IV 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 V - 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 seven (7) 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 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.

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 VI - Meetings of Directors

Section 1. Meetings. The Directors shall meet at least four (4) times each year. Meetings of the Directors may be called by the Chair or any two (2) Directors, by written notice given at least seven (7) calendar days before the date of such meeting to each Director. A special meeting of the Directors may be called by the Chair or any two (2) Directors, by written notice given at least two (2) calendar days before the date of such special meeting. Notice shall be by personal delivery, U.S. mail, email, or any other electronic communication. 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 Amended and Restated 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, electronically, 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 VII - Officers

Section 1. Officers; Appointment; Terms. The officers of the Cooperative shall be a 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 President, Secretary and Treasurer shall be held by at least three (3) separate natural persons. 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 President of the Class A Member shall serve as Chair for so long as such President 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 cooperatives, 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, or his/her designee, 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, or his/her designee, 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 VIII – Committees The 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.. 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 IX- 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 IX (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 IX. 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 IX, 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 IX 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 IX 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 X - 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 XI – Amendments. These Amended & Restated Bylaws may be amended by vote of the Class A Member. 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 XII - Adoption of Bylaws These Amended & Restated Bylaws have been adopted by the Board on [], at Eau Claire, Wisconsin. The Amended & Restated Bylaws become effective [].

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EXHIBIT C

Indemnification

(see attached)

Indemnification

1. The exception listed in Schedule 3.6(f) of the Disclosure Schedule.

