

## AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the “**Agreement**”), dated as of September 13, 2024 (the “**Signing Date**”), is by and between Marshfield Clinic Health System, Inc., a Wisconsin nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“**MCHS**”), and Sanford, a North Dakota nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“**Sanford Health**”) (Sanford Health, together with MCHS, may be referred to as the “**Parties**” and each individually as a “**Party**”).

### RECITALS:

MCHS operates a patient-focused and clinically-driven, integrated regional healthcare system serving communities in Wisconsin and the upper peninsula of Michigan, as well as Security Health Plan (“**Security Health Plan**”), which is a nonprofit health maintenance organization.

Sanford Health is the premier rural health care system in the United States, headquartered in Sioux Falls, South Dakota, and dedicated to providing access to world-class health care in America’s heartland. Sanford Health similarly operates a nonprofit health maintenance organization through its Subsidiary, Sanford Health Plan (“**Sanford Health Plan**”).

Sanford Health and MCHS desire to create a nationally distinguished, high-performing fully integrated health system with the complementary resources and areas of excellence of the two nonprofit organizations serving patients and communities (“**Combined System**”), and to advance their mutual interest in accelerating equitable access to high-quality health care and related services in their respective communities in Wisconsin and the upper Midwest.

The vision, mission and values of the two organizations align to reflect a deep commitment to health, healing and compassion; a culture of service and community; and a shared focus on the power of discovery and innovation to drive a healthier future for those we serve across the rural upper Midwest.

### AGREEMENT

In consideration of the mutual covenants and agreements and in reliance upon the representations and warranties contained in this Agreement, and intending to be legally bound, MCHS and Sanford Health agree as follows:

#### ARTICLE I. CERTAIN DEFINITIONS

1.1 Certain Definitions. Capitalized terms used in this Agreement will have the meanings set forth in Exhibit 1.1 or as otherwise provided herein.

#### ARTICLE II. ORGANIZATIONAL STRUCTURE

2.1 Affiliation. Subject to the terms and conditions set forth in this Agreement and as of the Closing, MCHS and Sanford Health shall combine their respective healthcare systems. To accomplish the combination, MCHS will amend and restate its articles of incorporation and bylaws

in the manner set forth herein to appoint Sanford Health as its sole corporate member and implement the governance changes described in this Article II and Article III (such combination is herein referred to as the “**Affiliation**”).

2.2 Method of Effecting Affiliation. The Affiliation shall be accomplished through the following steps:

2.2.1 On or prior to the Signing Date, the MCHS board of directors shall have adopted resolutions pursuant to which the MCHS board of directors (i) authorized the execution and delivery of this Agreement subject to certain specified terms and conditions; (ii) approved and authorized the execution and filing of the Amended and Restated Articles of Incorporation of MCHS attached hereto as Exhibit 2.2.1(a) (the “**MCHS Articles of Amendment**”); (iii) adopted the Second Amended and Restated Bylaws of MCHS in the form attached hereto as Exhibit 2.2.1(b) effective as of the Closing Date; and (iv) authorized such other actions as may be required or appropriate in connection with this Agreement. Prior to the Closing Date, MCHS shall file the MCHS Articles of Amendment with the Wisconsin Department of Financial Institutions, which shall be effective on the Closing Date.

2.2.2 On or prior to the Signing Date, the Marshfield Clinic, Inc. (“**MCI**”) board of directors and MCHS shall have adopted resolutions pursuant to which each (i) authorized the transactions contemplated by this Agreement subject to certain specified terms and conditions; (ii) approved and authorized the execution and filing of the Amended and Restated Articles of Incorporation of MCI attached hereto as Exhibit 2.2.2(a) (the “**MCI Articles of Amendment**”); (iii) adopted the Second Amended and Restated Bylaws of MCI in the form attached hereto as Exhibit 2.2.2(b) effective as of the Closing Date; and (iv) authorized such other actions as may be required or appropriate in connection with this Agreement. Prior to the Closing Date, MCI shall file the MCI Articles of Amendment with the Wisconsin Department of Financial Institutions, which shall be effective on the Closing Date.

2.2.3 On or prior to the Signing Date, the Sanford Health Board of Trustees shall have adopted resolutions pursuant to which the Sanford Health Board of Trustees (i) authorized the execution and delivery of this Agreement subject to certain specified terms and conditions; (ii) appointed the MCHS Trustees to serve on the Sanford Health Board of Trustees in accordance with Section 3.2; and (iii) authorized such other actions as may be required or appropriate in connection with this Agreement.

2.3 Method of Effecting Health Plan Affiliation. The affiliation of Sanford Health Plan and Security Health Plan shall be accomplished through the following steps:

2.3.1 On or prior to the Signing Date, the Security Health Plan board of directors and the MCHS board of directors shall have adopted resolutions pursuant to which the Security Health Plan board of directors and the MCHS board of directors (i) adopted the Amended and Restated Bylaws of Security Health Plan in the form attached hereto as Exhibit 2.3.1, to effective as of the Closing Date; and (ii) authorized such other actions as may be required or appropriate in connection with this Agreement.

2.3.2 Prior to the Signing Date, the Sanford Health Plan Board of Directors and Sanford Health shall have adopted resolutions pursuant to which Sanford Health and the Sanford Health Board of Directors (i) adopted the Amended and Restated Bylaws of Sanford Health Plan in the form attached hereto as Exhibit 2.3.2 effective as of Closing Date; and (ii) authorized such other actions as may be required or appropriate in connection with this Agreement.

### ARTICLE III. GOVERNANCE

3.1 Governance of Combined System. The Sanford Health Board of Trustees shall have the power and authority to govern the affairs of the Combined System, and those powers and responsibilities, together with all other issues of corporate governance, shall be governed by Sanford Health's and its Affiliates' (including MCHS's and its Affiliates') respective articles of incorporation and bylaws, as amended from time to time. The governance of the Combined System is more fully set forth in the corporate documents attached as Exhibits hereto.

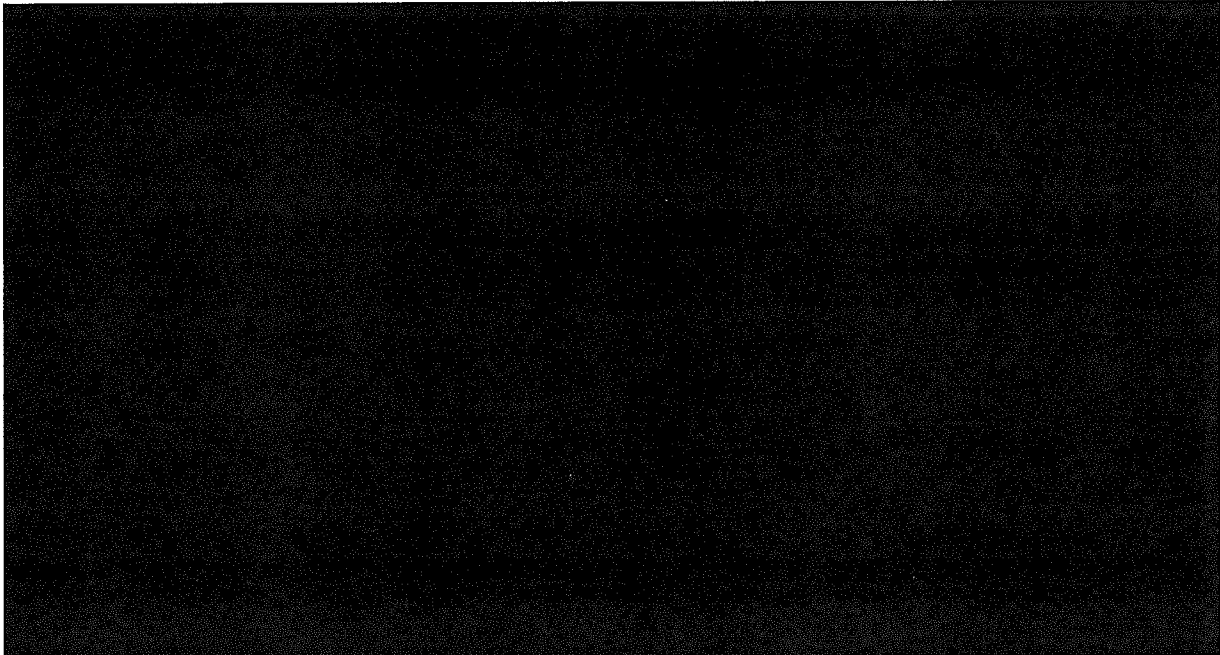
3.2 Sanford Health Board of Trustees. The Sanford Health Board of Trustees will appoint the three (3) individuals nominated by MCHS and as identified on Exhibit 3.2 (the "MCHS Trustees") to serve on the Sanford Health Board of Trustees upon Closing. [REDACTED]

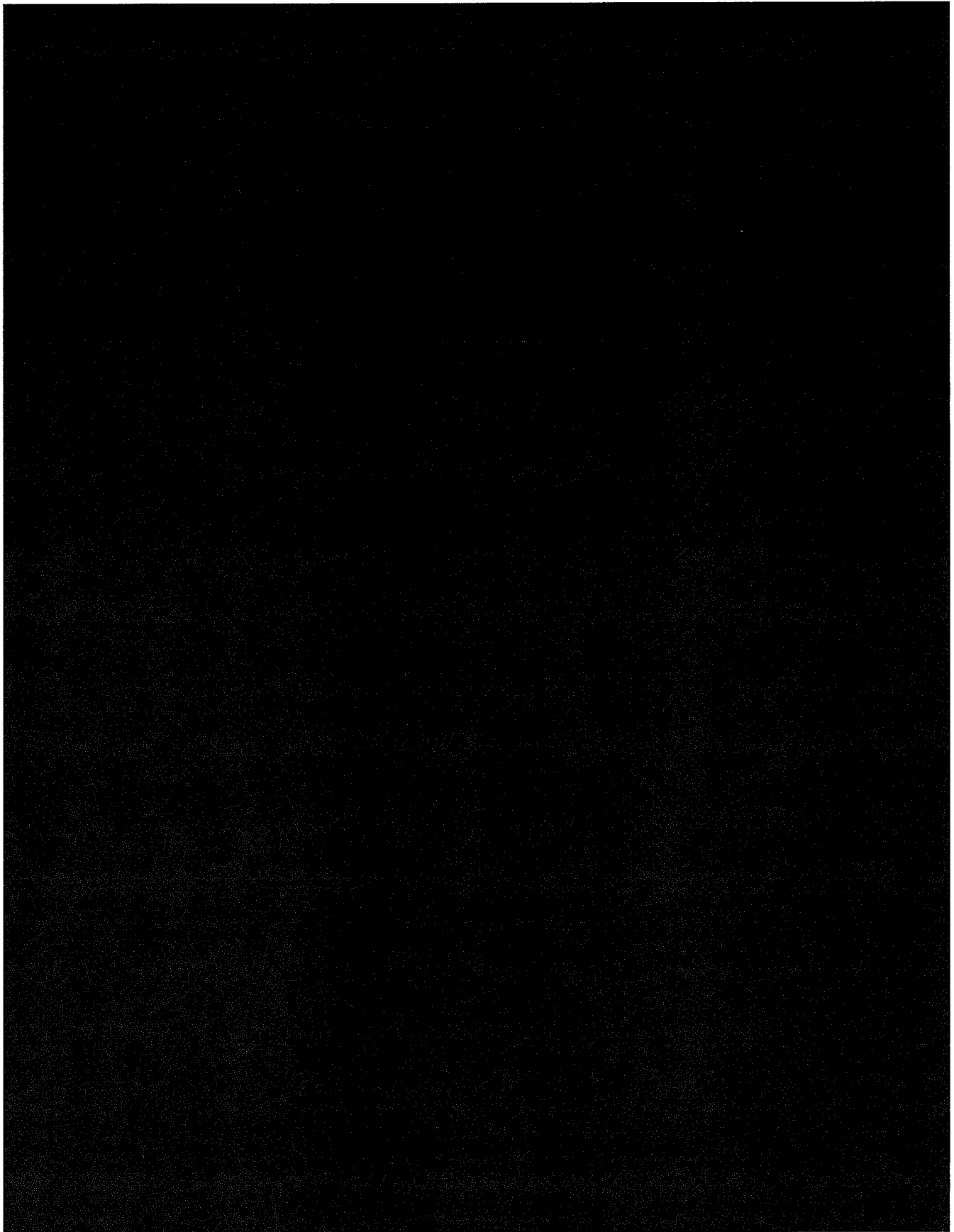
[REDACTED] In addition, the Sanford Health Board of Trustees will appoint the MCHS Trustee, as identified on Exhibit 3.2, to the Executive Committee of the Sanford Health Board of Trustees as Treasurer, to be effective at Closing. [REDACTED]

[REDACTED]

[REDACTED]

3.3 Governance of MCHS Delegated Boards.





[REDACTED]

3.4 Management of MCHS Region. [REDACTED]

[REDACTED]

[REDACTED]

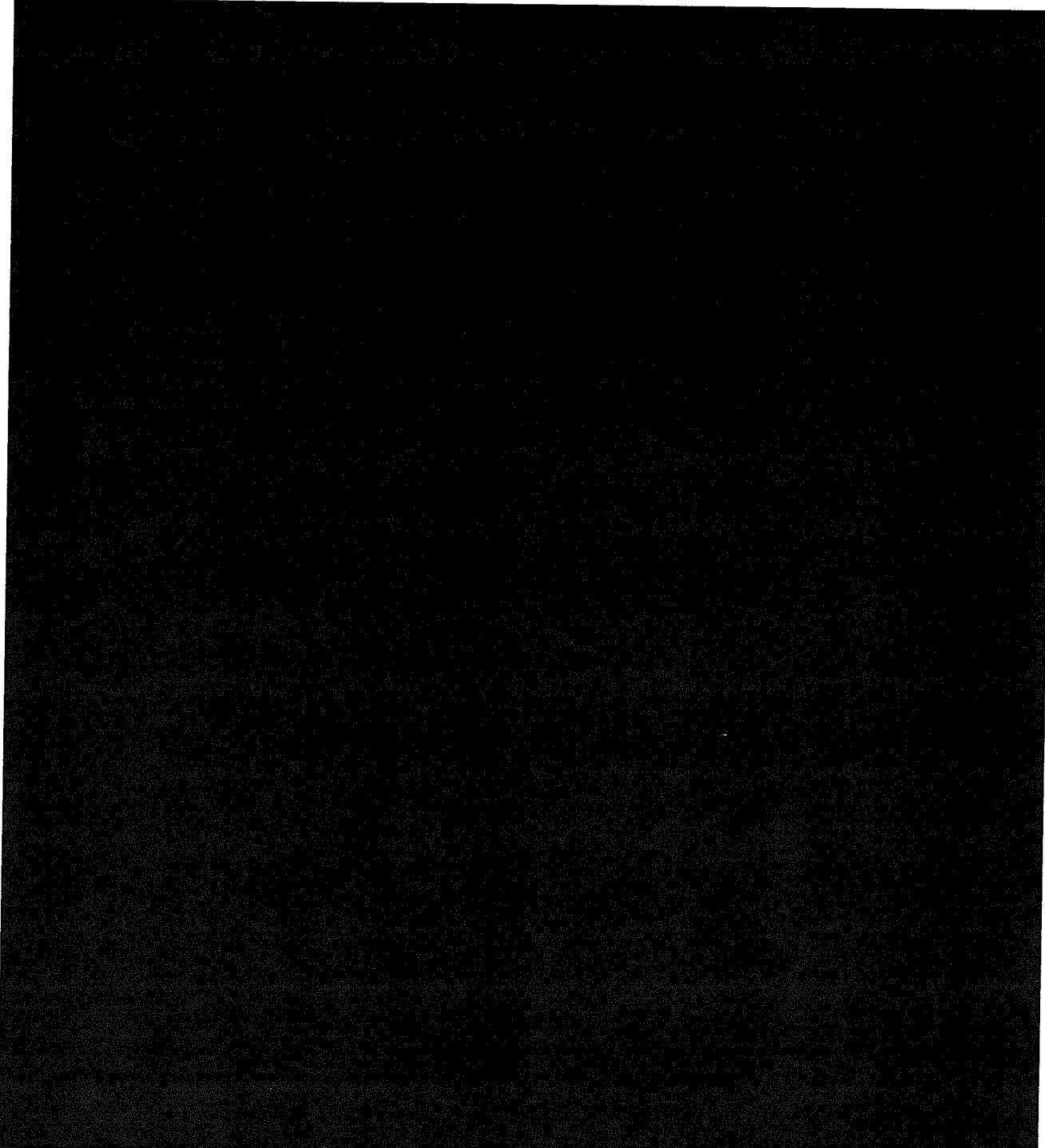
3.5 Governance and Management of Security Health Plan and Sanford Health Plan. Security Health Plan and Sanford Health Plan will continue as separate legal entities with common management reporting and governance structures, with management ultimately reporting to Sanford Health's Executive Vice President, Sanford Health Plan. The Board of Directors and Board Officers (Chair and Vice Chair), as identified on Exhibit 3.5, will initially serve as the Board of Directors and Board Officers for each legal entity. The parties will agree upon initial terms and, thereafter, vacancies will be filled pursuant to Sanford Health's nominating and governance procedures to identify and appoint new board members. The Board of Directors of each of Sanford Health Plan and Security Health Plan shall create a common Audit and Compliance Committee of the Board of Directors, which shall be responsible to oversee the integrity of each organization's financial statements, the effectiveness of the internal controls over financial reporting and disclosure controls and procedures, compliance with legal and regulatory requirements, and the independent auditor's qualifications and independence. The common Audit and Compliance Committee will supersede and replace the shared Audit and Compliance Committee of MCHS and Security Health Plan.

**ARTICLE IV. COVENANTS**

4.1 Corporate Offices. The Combined System will be headquartered in Sioux Falls, SD.

4.2 Restricted Transactions. The Parties acknowledge there are no plans to take any of the actions described in this Section 4.2.

[REDACTED]



4.3 Names and Branding. The Parties will work together in good faith to develop and implement a branding strategy for the MCHS Region, phased in over an appropriate period within the first five years after the Closing of this Agreement, that includes both the “Marshfield Clinic” / “Marshfield Clinic Health System” name and the “Sanford Health” name, aligns branding elements, such as brand palette, where possible, and which fits into the overall Sanford Health brand architecture. The name and brand of the ultimate parent company will be Sanford Health.

Specific brand, logo, wordmark and other elements of the naming and branding will be subject to approval of the Sanford Board of Trustees, provided that it is acknowledged that the Parties' intent is to recognize the value of the Marshfield brand as the primary brand in the MCHS Region while introducing the parent organization of Sanford Health and demonstrating a unified presence. The MCHS brand will be predominant, visually and otherwise, within the MCHS Region and in its facilities, and the wordmarks of MCHS and its subsidiaries will be amended to include a signifier of the parent relationship with Sanford Health (e.g., "By Sanford Health").

4.4 Capital.

[REDACTED]

4.5 Electronic Medical Record System.

[REDACTED]

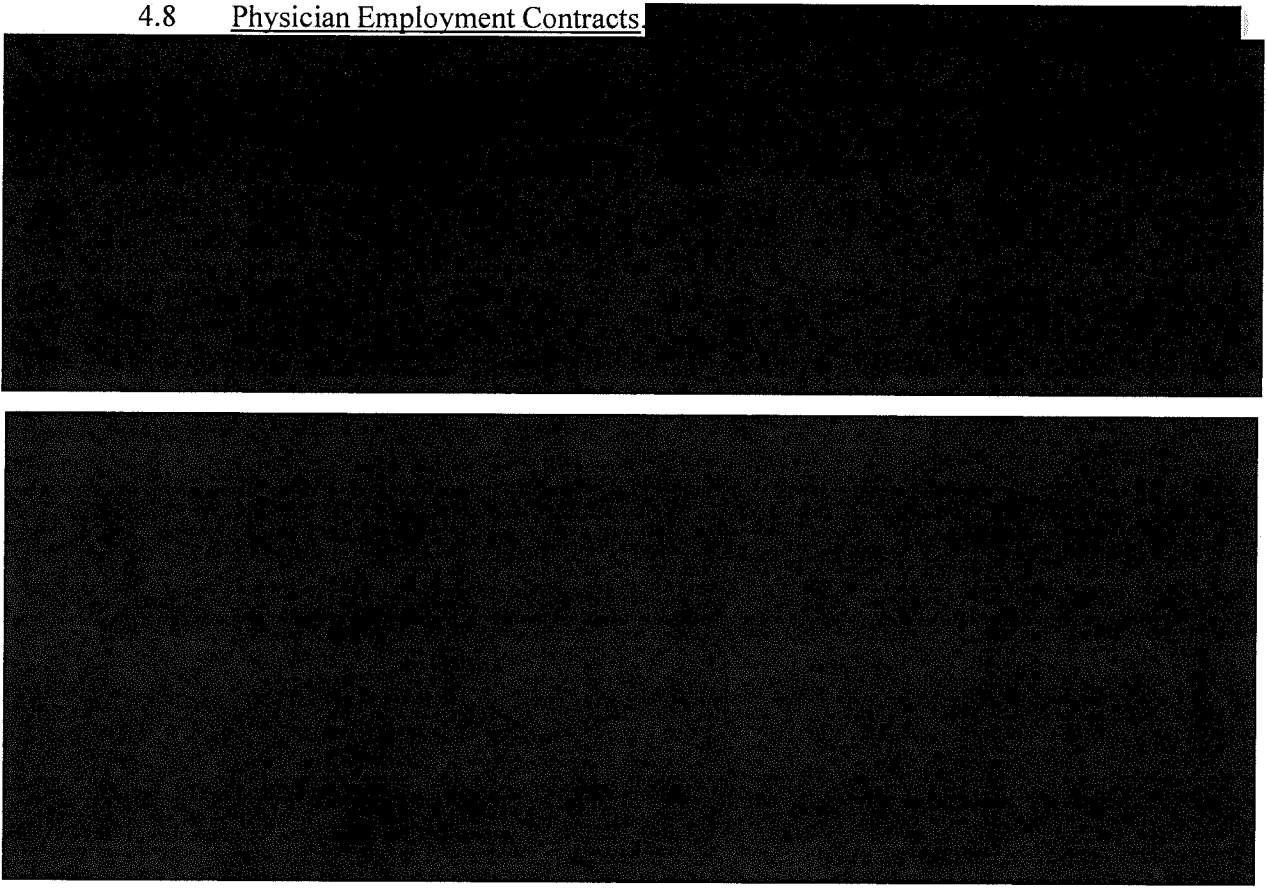
4.6 Debt and Long-Term Liabilities.

[REDACTED]

4.7 Employee Matters. The Parties agree that (i) all of the employees, including employed physicians, of MCHS and its Affiliates as of the Closing Date who are in good standing and meet Sanford Health's standard hiring criteria will retain their current employment pursuant to terms and conditions not materially less favorable, in the aggregate, to those in place immediately prior to the Closing Date (subject to the following Section 4.8 in the case of employed physicians); (ii) all current employment policies, commitments and benefit plans of MCHS and its Affiliates will remain in effect after the Closing Date until the same are amended, modified, replaced or terminated, or MCHS employees are migrated to Sanford Health's benefit programs;

and (iii) employees of MCHS and its Affiliates as of the Closing Date who become eligible to participate in Sanford Health's employee benefit plans will, either immediately after the Closing Date or anytime thereafter, receive prior service credit for the employees' length of service with MCHS or its Affiliates, for purposes of eligibility and vesting in such plans, to the extent applicable. MCHS provides a nonqualified employee deferred compensation plan under Section 457(b) of the Internal Revenue Code to certain eligible employees, mostly physicians. At Closing, Sanford Health will assume MCHS's obligations under this plan by an appropriate instrument in form and substance mutually agreeable to the Parties, and any related assets of such plan reported as assets whose use is limited or restricted will maintain such limitations or restrictions.

4.8 Physician Employment Contracts.



4.9 Charity Care. MCHS and its Affiliates, as appropriate, will adopt Sanford Health's charity care policy as soon as is reasonably practicable following the Closing Date.

4.10 MCHS Foundation. The existing assets the MCHS Foundation, as well as future donations received by MCHS Foundation, will continue to be used in accordance with their intended purposes, in accordance with donor restrictions, and will continue to be used exclusively for the benefit of the MCHS Region, except to the extent that donor intent directs use outside the region, in which case donor intent shall prevail; provided, Sanford Health will be authorized to manage the assets of the MCHS Foundation on a consolidated basis in a manner that is consistent with the practices of Sanford Health in its other principal regional care delivery Subsidiaries.



#### 4.11 Enforcement Entity.

4.11.1 Existence. Prior to Closing, MCHS shall form a limited liability company in accordance with Chapter 183 of the Wisconsin Uniform Limited Liability Company Law to serve as the enforcement entity in accordance with this Section 4.11 (the “**Enforcement Entity**”). The Enforcement Entity shall serve as the independent body to enforce, on behalf of MCHS and its Subsidiaries, certain obligations and undertakings of Sanford Health and its Affiliates as set forth in this Agreement, with the individuals comprising the governing body of such Enforcement Entity to be designated initially by MCHS, with their successors, if any, designated by the MCHS Delegated Board from time to time (provided that, unless otherwise consented to by Sanford Health, which consent will not be unreasonably withheld, such persons shall not currently be or previously have been: (i) an employee; (ii) a director; (iii) a consultant; or (iv) have or previously had a conflict of interest with respect to MCHS or Sanford Health or any of their Affiliates. The Enforcement Entity shall be considered a third-party beneficiary of this Agreement for purposes of this Section 4.11, with its remedies limited to the specific enforcement of the provisions of the Agreement described herein.

4.11.2 Enforcement Rights. Effective as of the Closing, the Enforcement Entity shall have the authority to enforce, on behalf of MCHS and its Subsidiaries, the obligations of Sanford Health described pursuant to Section 4.2.2. (Restricted Transactions), Section 4.3 (Names and Branding), Section 4.4 (Capital), Section 4.6 (Debt and Long-Term Liabilities), Section 4.7 (Employee Matters), Section 4.8 (Physician Employment Contracts), Section 4.9 (Charity Care), Section 4.10 (MCHS Foundation), Section 10.14 (Specific Performance), Section 10.15 (Governing Law) and Section 10.15 (Submission to Jurisdiction), in each case, subject to any subsequent amendments to, waivers of or other modifications to such obligations that may have occurred pursuant to Section 10.8 following the Closing Date.

4.11.3 Funding; Invoicing. All expenses arising from or related to the formation, administration, and ongoing maintenance of the Enforcement Entity shall be invoiced to and paid by the Combined System. Fees and expenses arising out of or related to any Enforcement Dispute shall be paid as set forth in Section 4.11.4(F).

#### 4.11.4 Arbitration Process.

- (A) Following the Closing Date, the Parties shall resolve any claim, dispute or disagreement arising out of or related to the enforcement rights set forth in this Section 4.11, including, without limitation, allegations of breach, the validity, and/or interpretation thereof (each, an “**Enforcement Dispute**”) in accordance with this Section 4.11.4. This Section 4.11.4 shall serve as the exclusive mechanism for resolving any Enforcement Dispute that may arise in connection with this Agreement or the transactions contemplated hereby following the Closing Date.
- (B) In the event the Enforcement Entity believes, in good faith, that there is an alleged Enforcement Dispute, the Enforcement Entity shall first submit the

alleged Enforcement Dispute to the MCHS Delegated Board. The proposed Enforcement Dispute shall be reviewed by the members of the MCHS Delegated Board, excluding the Sanford corporate designee (the "MCHS Delegated Board Review Committee"). Should the MCHS Delegated Board Review Committee not affirm, by a majority vote of those eligible to vote, that there is reasonable basis for the Enforcement Entity to conclude that an Enforcement Dispute exists, it shall be conclusively determined that no Enforcement Dispute exists and the Enforcement Entity shall have no further rights or remedies with respect to the alleged Enforcement Dispute in question or any materially similar variations thereof. Should the MCHS Delegated Board Review Committee concur, by a majority vote of those members eligible to vote that there is reasonable basis for the Enforcement Entity to conclude that an Enforcement Dispute exists the Parties shall initially attempt in good faith to resolve any Enforcement Dispute through negotiation and consultation among the Parties. Such negotiation and consultation shall commence upon written notice from one Party to the other setting forth the nature of such Enforcement Dispute and a request that the Parties meet and confer to discuss the Enforcement Dispute ("**Dispute Notice**"). In the event that such Enforcement Dispute is not resolved on an informal basis as set forth in this Section 4.11.4(B) within thirty (30) days, or such other time period as mutually agreed upon by the Parties, after the other Party's receipt of such Dispute Notice, the Party that issued such Dispute Notice may, upon prior written notice to the other Party, refer such Enforcement Dispute to the Enforcement Entity.

- (C) Upon submission of an Enforcement Dispute, the Enforcement Entity shall have sixty (60) days, or such other time period as mutually agreed upon by the Enforcement Entity and the Parties, from the date on which the Enforcement Dispute is submitted to evaluate such Enforcement Dispute (the "**Evaluation Period**"), including, without limitation, to review any applicable documents, records and/or information related thereto (the "**Enforcement Entity Evaluation**"). The Enforcement Entity shall, upon reasonable notice to either Party, have access to the books and records of the Parties relevant to the Enforcement Dispute to permit the Enforcement Entity to (i) complete the Enforcement Entity Evaluation and (ii) discuss potential resolution of such Enforcement Dispute with the Parties in advance of commencing the formal arbitration process set forth in Section 4.11.4(D). If resolution of the Enforcement Dispute is reached between the Parties prior to the expiration of the Evaluation Period, the Enforcement Entity shall promptly prepare a written statement acknowledging acceptance of such resolution to be duly executed by the Parties.
- (D) Upon the expiration of the Evaluation Period, if no resolution of such Enforcement Dispute is reached between the Parties, then the Enforcement Entity shall submit the alleged Enforcement Dispute to the MCHS Trustees (whether or not such persons are then serving on the Sanford Board of

Trustees). If the MCHS Trustees affirm, by unanimous vote, that an Enforcement Dispute exists, the Enforcement Dispute will proceed as set forth in Subsection E below. If the MCHS Trustees do not affirm that an Enforcement Dispute exists, it shall be conclusively determined that no Enforcement Dispute exists and the Enforcement Entity shall have no further rights or remedies with respect to the alleged Enforcement Dispute in question or any materially similar variations thereof.

- (E) Following affirmation by the MCHS Trustees that an Enforcement Dispute exists, the Enforcement Entity shall submit said Enforcement Dispute to binding arbitration, upon written notice to the Parties (“**Arbitration Notice**”). Arbitration of any Enforcement Dispute shall commence within ninety (90) days, or such other time period as mutually agreed upon by the Enforcement Entity and the Parties, following the date of an Arbitration Notice. The Enforcement Entity shall, utilizing the assistance of third parties, as necessary, evaluate potential candidates and subsequently select an arbitrator or arbitrators, reasonably satisfactory to Sanford, for any Enforcement Dispute. Any Enforcement Dispute submitted for arbitration by the Enforcement Entity shall be settled by arbitration administered by the American Health Law Association in accordance with its Commercial Arbitration Rules. Any arbitration proceeding(s) shall occur in Madison, Wisconsin, and any judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- (F) All fees and expenses, including reasonable attorneys’ fees, incurred by the Enforcement Entity and the Parties to commence, monitor, and/or complete any arbitration proceeding(s) as set forth in this Section 4.11.4 shall be borne by the Combined System.
- (G) The arbitration process outlined in this Section 4.11.4 shall apply solely to any Enforcement Dispute submitted to arbitration by the Enforcement Entity. For avoidance of doubt, the arbitration process shall not apply to any other disputes arising from or related to this Agreement.

4.11.5 Duration. The Enforcement Entity and the enforcement rights referenced in this Section 4.11 shall remain in existence until 90 days after the fifth (5th) annual anniversary of the Closing Date (the “**Dissolution Date**”). Following the Dissolution Date, the Enforcement Entity shall have no further rights under this Agreement, except with respect to any pending or unresolved Enforcement Dispute as of the Dissolution Date, and may not submit any new Enforcement Disputes following the Dissolution Date. If any Enforcement Disputes remain unresolved as of the Dissolution Date, the Enforcement Entity immediately shall wind up and dissolve after resolution of such pending Enforcement Disputes.

## ARTICLE V. REPRESENTATIONS AND WARRANTIES OF SANFORD HEALTH

Sanford Health, for itself and its Subsidiaries, hereby represents and warrants to MCHS as of the Signing Date and as of the Closing, as follows:

5.1 Organization and Good Standing. Sanford Health and each of its Subsidiaries are duly organized, validly existing and in good standing under the Laws of the states in which such entity is organized, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted. Sanford Health is an organization described in Section 501(c)(3) of the Internal Revenue Code, and a public charity described in Section 509(a) of the Internal Revenue Code. To the Knowledge of Sanford Health, no event or condition has occurred that poses a material risk to the tax-exempt status or public charity status of Sanford Health. Sanford Health and each of its Subsidiaries is duly qualified as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect.

5.2 Authorization. The execution, delivery and performance by Sanford Health of this Agreement and each instrument executed and to be executed by it in connection herewith, and consummation of the transactions provided for herein: (i) have been duly authorized by all necessary corporate action, (ii) do not violate its respective Articles of Incorporation or Bylaws, (iii) will not result in a violation of, or constitute, with or without due notice or lapse of time or both, a default, or give rise to any right of termination, cancellation or acceleration, under any of the terms, conditions or provisions of any material contract to which Sanford Health or any of its Subsidiaries is a party or is bound, and (iv) will not violate any order, writ, injunction, decree, judgment, statute, treaty, rule or regulation applicable to Sanford Health or any of its Subsidiaries that is material to any of their current operations.

5.3 Binding Effect. This Agreement and each document and instrument executed and to be executed by or on behalf of Sanford Health in connection herewith has been (or when executed and delivered will be) duly executed and delivered by them and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of Sanford Health, as applicable, enforceable against it in accordance with the terms hereof or thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

5.4 Consents and Approvals. To the Knowledge of Sanford Health, other than the consents, approvals, authorizations, or declarations contemplated by this Agreement, including filings under the HSR Act, no consent of any Person, or third-party entity, and no approval or authorization of, or declaration or filing with, any Governmental Entity or other Person is required for the valid authorization, execution, delivery and performance by Sanford Health of this Agreement except where the failure to have such consent, approval, authorization or declaration or to make such filing would not adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

5.5 Litigation. To the Knowledge of Sanford Health, except as disclosed to MCHS in writing during due diligence, there are no claims, actions, suits, proceedings, or investigations, including but not limited to, malpractice claims, pending or threatened against Sanford Health or its Subsidiaries: (a) in excess of \$10 million per claim or demand, or \$50 million in the aggregate, other than claims that are within the scope and amount of insurance policies or self-insurance currently maintained by them; or (b) affecting the property or assets of Sanford Health or its Subsidiaries or any portion thereof, or relating to or arising out of the ownership and operation of Sanford Health or its Subsidiaries, or the conduct by Sanford Health or its Subsidiaries of their affairs, which would adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

5.6 Tax Matters. To the Knowledge of Sanford Health, Sanford Health and its Subsidiaries have duly and timely filed all federal, state, local and other tax returns and reports required to be filed prior to the date hereof and have duly paid when due all taxes reflected on such returns as required to be paid in respect to the periods covered by such returns. No material issues have been raised in connection with any pending review or audit of any tax return or report of Sanford Health or its Subsidiaries, and none of them is a party to any governmental proceeding, audit or, to the Knowledge of Sanford Health, investigation for the assessment or collection of taxes, and no claim for taxes is pending or, to the Knowledge of Sanford Health, threatened, except for potential routine matters, which would not, individually or in the aggregate, have a Material Adverse Effect. To the Knowledge of Sanford Health, no issues have been raised with respect to the tax-exempt status of Sanford Health or any tax-exempt subsidiary.

5.7 Compliance with Law. To the Knowledge of Sanford Health, neither Sanford Health nor any of its Subsidiaries has failed to comply with any Law, ordinance, regulation, rule, restriction, injunction, judgment or order applicable to it or otherwise relating to its operation, including, without limitation, any federal or state anti-trust, anti-kickback or anti-referral Laws or statutes, which failure would impair the ability of any of them to perform their obligations under this Agreement, prevent Sanford Health from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Neither Sanford Health nor any of its Subsidiaries is in violation of or in default with respect to, any order, injunction, judgment or decree of any Governmental Entity that would have a Material Adverse Effect, and, no claim relating to the matters set forth in this section is pending or, to the Knowledge of Sanford Health, threatened against Sanford Health or its Subsidiaries that would have a Material Adverse Effect.

5.8 Financial Statements. The consolidated audited financial statements of Sanford Health and its Subsidiaries for their fiscal year ending December 31, 2023, and the unaudited financial statements for the three (3) months ending March 31, 2024 (the “**Sanford Health Financial Statements**”) as previously delivered to MCHS, are true and correct in all material respects, fairly present the financial condition of Sanford Health and its Subsidiaries, and were prepared in accordance with GAAP, except that the unaudited financial statements are subject to normal year-end adjustments (which adjustments would not be material, individually or in the aggregate) and do not have notes included therewith. All of the assets and liabilities of Sanford Health and its Subsidiaries required to be disclosed or reserved for in financial statements prepared in accordance with GAAP are disclosed or reserved for in the Sanford Health Financial Statements except for liabilities arising in the Ordinary Course of Business since March 31, 2024. Since the date of the most recent Sanford Health Financial Statements delivered to MCHS, to the Knowledge

of Sanford Health, there have not been (a) any changes which have a Material Adverse Effect; (b) any claim, damage, restriction or loss which has a Material Adverse Effect; or (c) any labor or personnel disputes or any event or condition of any kind which has a Material Adverse Effect, including but not limited to claims regarding wages, benefits, terms and conditions of employment, discrimination, workplace safety or termination from employment.

5.9 Medicare and Medicaid. Sanford Health and each Sanford Health Affiliate required to be so qualified is qualified for participation in and is a participant in good standing under Medicare and Medicaid, and other Governmental Health Care Programs. To the Knowledge of Sanford Health, except as otherwise disclosed to MCHS, the operation of Sanford Health and each of its Subsidiaries is and has at all times, for the past six years, been in substantial compliance with the conditions and standards of participation in and with the rules and regulations of the Medicare and Medicaid programs and such other governmental third party reimbursement programs in which Sanford Health and its Subsidiaries participate, except for such noncompliance as would not have a Material Adverse Effect on Sanford Health. To the Knowledge of Sanford Health and except as otherwise disclosed to MCHS, there are no material disputes, audits, investigations, inquiries or claims pending or threatened involving Sanford Health, any of its Subsidiaries or any of their respective employees under such reimbursement programs, and there is no basis for any such dispute or material claim such that any dispute or material claim would impair the ability of Sanford Health to perform its obligations under this Agreement, prevent Sanford Health from consummating the transactions described in this Agreement, or have a Material Adverse Effect.

5.10 Billing Practices. To the Knowledge of Sanford Health, all billing practices of Sanford Health to all third-party payors, including any Governmental Entity payors and private insurance companies, have been, for the past six years, in compliance with all applicable Laws, regulations and policies of such third-party payors and Governmental Entity payors in all material respects, and to the Knowledge of Sanford Health, Sanford Health has not billed or received any payment or reimbursement materially in excess of amounts allowed by Law.

5.11 Due Diligence Materials. As of the Signing Date, Sanford Health has diligently and in good faith responded to the due diligence requests of MCHS as reflected in the Parties' agreed-upon due diligence checklists, and has not knowingly or willfully omitted from such responses any information requested that is in the possession of or reasonably accessible to Sanford Health and that is, either individually or in the aggregate, materially adverse to Sanford Health's (a) business, assets, liabilities, properties, condition (financial or otherwise), operating results, operations or prospects, taken as a whole, or (b) ability to perform its obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement.

5.12 Bonds and Indebtedness. Sanford Health has disclosed to MCHS all material outstanding debt to which Sanford Health is obligated including, but not limited to, all bond issues, and has obtained, if required, all consents required of its Master Trustee, other bond trustees or other lenders for the execution of this Agreement. Sanford Health is not in default, nor does there exist any state of facts that, with the passage of time, will result in a default, under Sanford Health's Master Trust Indenture or any other material debt instrument under which either of them is a borrower.

5.13 No Other Representations or Warranties. Except for the representations and warranties contained in this Article V, neither Sanford Health, its Subsidiaries nor any other Person acting on behalf of Sanford Health or its Subsidiaries makes any representation or warranty, express or implied, regarding Sanford Health, its Subsidiaries or the Affiliation.

## **ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF MCHS**

MCHS, for itself and its Subsidiaries, hereby represents and warrants to Sanford Health as of the Signing Date and as of the Closing, as follows:

6.1 Organization and Good Standing. MCHS and each of its Subsidiaries are duly organized, validly existing and in good standing under the Laws of the states in which such entity is organized, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted. MCHS is an organization described in Section 501(c)(3) of the Internal Revenue Code, and a public charity described in Section 509(a) of the Internal Revenue Code. To the Knowledge of MCHS, no event or condition has occurred that poses a material risk to the tax-exempt status or public charity status of MCHS. MCHS and each of its Subsidiaries is duly qualified as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect.

6.2 Authorization. The execution, delivery and performance by MCHS of this Agreement and each instrument executed and to be executed by it in connection herewith, and MCHS's consummation of the transactions provided for herein: (i) have been duly authorized by all necessary corporate action, (ii) do not violate MCHS's Articles of Incorporation or Bylaws, (iii) will not result in a violation of, or constitute, with or without due notice or lapse of time or both, a default, or give rise to any right of termination, cancellation or acceleration, under any of the terms, conditions or provisions of any material contract to which MCHS or any of its Subsidiaries is a party or is bound, and (iv) will not violate any order, writ, injunction, decree, judgment, statute, treaty, rule or regulation applicable to MCHS or any of its Subsidiaries that is material to any of their current operations.

6.3 Binding Effect. This Agreement and each document and instrument executed and to be executed by or on behalf of MCHS in connection herewith has been (or when executed and delivered will be) duly executed and delivered by them and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of MCHS, enforceable against it in accordance with the terms hereof or thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

6.4 Consents and Approvals. To the Knowledge of MCHS, other than the consents, approvals, authorizations, or declarations contemplated by this Agreement, including filings under the HSR Act, no consent of any Person, or third-party entity, and no approval or authorization of, or declaration or filing with, any Governmental Entity or other Person is required for the valid authorization, execution, delivery and performance by MCHS of this Agreement except where the failure to have such consent, approval, authorization or declaration or to make such filing would

not adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

6.5 Litigation. To the Knowledge of MCHS, except as disclosed to Sanford Health in writing during due diligence, there are no claims, actions, suits, proceedings, or investigations, including but not limited to, malpractice claims, pending or threatened against MCHS or its Subsidiaries: (a) in excess of \$10 million per claim or demand, or \$50 million in the aggregate, other than claims that are within the scope and amount of insurance policies or self-insurance currently maintained by it; or (b) affecting the property or assets of MCHS or its Subsidiaries or any portion thereof, or relating to or arising out of the ownership and operation of MCHS or its Subsidiaries, or the conduct by MCHS or its Subsidiaries of their affairs, which would adversely affect the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

6.6 Tax Matters. To the Knowledge of MCHS, MCHS and its Subsidiaries have duly and timely filed all federal, state, local and other tax returns and reports required to be filed prior to the date hereof and have duly paid when due all taxes reflected on such returns as required to be paid in respect to the periods covered by such returns. No material issues have been raised in connection with any pending review or audit of any tax return or report of MCHS or its Subsidiaries, and none of them is a party to any governmental proceeding, audit or, to the Knowledge of MCHS, investigation for the assessment or collection of taxes, and no claim for taxes is pending or, to the Knowledge of MCHS, threatened, except for potential routine matters, which would not, individually or in the aggregate, have a Material Adverse Effect. To the Knowledge of MCHS, no issues have been raised with respect to the tax-exempt status of MCHS or any tax-exempt Affiliate.

6.7 Compliance with Law. To the Knowledge of MCHS, neither MCHS nor any of its Subsidiaries has failed to comply with any Law, ordinance, regulation, rule, restriction, injunction, judgment or order applicable to it or otherwise relating to its operation, including, without limitation, any federal or state anti-trust, anti-kickback or anti-referral Laws or statutes, which failure would impair the ability of any of them to perform their obligations under this Agreement, prevent MCHS from consummating the transactions described in this Agreement, or have a Material Adverse Effect. Neither MCHS nor any of its Subsidiaries is in violation of or in default with respect to, any order, injunction, judgment or decree of any Governmental Entity that would have a Material Adverse Effect, and, no claim relating to the matters set forth in this section is pending or, to the Knowledge of MCHS, threatened against MCHS or its Subsidiaries that would have a Material Adverse Effect.

6.8 Financial Statements. The consolidated audited financial statements of MCHS and its Subsidiaries for their fiscal year ending December 31, 2023, and the unaudited financial statements for the six (6) months ending June 30, 2024 (the “**MCHS Financial Statements**”) as previously delivered to Sanford Health, are true and correct in all material respects, fairly present the financial condition of MCHS and its Subsidiaries, and were prepared in accordance with GAAP, except that the unaudited financial statements are subject to normal year-end adjustments (which adjustments would not be material, individually or in the aggregate) and do not have notes included therewith. All of the assets and liabilities of MCHS and its Subsidiaries required to be disclosed or reserved for in financial statements prepared in accordance with GAAP are disclosed



or reserved for in the MCHS Financial Statements except for liabilities arising in the Ordinary Course of Business since June 30, 2024. Since the date of the most recent MCHS Financial Statements delivered to Sanford Health, to the Knowledge of MCHS, there have not been (a) any changes which have a Material Adverse Effect; (b) any claim, damage, restriction or loss which has a Material Adverse Effect; or (c) any labor or personnel disputes or any event or condition of any kind which has a Material Adverse Effect, including but not limited to claims regarding wages, benefits, terms and conditions of employment, discrimination, workplace safety or termination from employment.

6.9 Medicare and Medicaid. MCHS and each MCHS Affiliate required to be so qualified is qualified for participation in and is a participant in good standing under Medicare and Medicaid, and other Governmental Health Care Programs. To the Knowledge of MCHS, except as otherwise disclosed to MCHS, the operation of MCHS and each of its Subsidiaries is and has at all times, for the past six years, been in substantial compliance with the conditions and standards of participation in and with the rules and regulations of the Medicare and Medicaid programs and such other governmental third party reimbursement programs in which MCHS and its Subsidiaries participate, except for such noncompliance as would not have a Material Adverse Effect on MCHS. To the Knowledge of MCHS and except as otherwise disclosed to Sanford Health, there are no material disputes, audits, investigations, inquiries or claims pending or threatened involving MCHS, any of its Subsidiaries or any of their respective employees under such reimbursement programs, and there is no basis for any such dispute or material claim such that any dispute or material claim would impair the ability of MCHS to perform its obligations under this Agreement, prevent MCHS from consummating the transactions described in this Agreement, or have a Material Adverse Effect.

6.10 Billing Practices. To the Knowledge of MCHS, all billing practices of MCHS to all third-party payors, including any Governmental Entity payors and private insurance companies, have been, for the past six years, in compliance with all applicable Laws, regulations and policies of such third-party payors and Governmental Entity payors in all material respects, and to the Knowledge of MCHS, MCHS has not billed or received any payment or reimbursement materially in excess of amounts allowed by Law.

6.11 Due Diligence Materials. As of the Signing Date, MCHS has diligently and in good faith responded to the due diligence requests of Sanford Health as reflected in the Parties' agreed-upon due diligence checklists, and has not knowingly or willfully omitted from such responses any information requested that is in the possession of or reasonably accessible to MCHS and that is, either individually or in the aggregate, materially adverse to MCHS's (a) business, assets, liabilities, properties, condition (financial or otherwise), operating results, operations or prospects, taken as a whole, or (b) ability to perform its obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement.

6.12 Bonds and Indebtedness. MCHS has disclosed to Sanford Health all material outstanding debt to which MCHS is obligated including, but not limited to, all bond issues, and has obtained, if required, all consents required of its Master Trustee, other bond trustees or other lenders for the execution of this Agreement. Except as has otherwise been disclosed by MCHS to Sanford Health, MCHS is not in default, nor does there exist any state of facts that, with the passage

of time, will result in a default, under MCHS's Master Trust Indenture or any other material debt instrument under which either of them is a borrower.

6.13 No Other Representations or Warranties. Except for the representations and warranties contained in this Article VI, neither MCHS, its Subsidiaries nor any other Person acting on behalf of MCHS or its Subsidiaries makes any representation or warranty, express or implied, regarding MCHS, its Subsidiaries or the Affiliation.

## ARTICLE VII. PRE-CLOSING COVENANTS

7.1 From the Signing Date through the Closing Date, no Party will take any action that would cause any of its respective representations or warranties in this Agreement not to be true and correct in any material respect as of the Closing Date, except by written notice to the other Party. Each Party shall use its best efforts to carry out and comply with the provisions of this Agreement, to satisfy the conditions applicable to it, and to consummate the Affiliation.

7.2 Each Party shall cooperate with and assist the other Party, and shall use its reasonable best efforts, to promptly (i) take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement as soon as reasonably practicable, including preparing and filing as promptly as reasonably practicable all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications, and other documents, and (ii) obtain and maintain all approvals, consents, registrations, permits, authorizations, and other confirmations required to be obtained from any Person, including any Governmental Entity, that are necessary, proper, or advisable to consummate the transactions contemplated by this Agreement. Except as specifically contemplated by this Agreement, no Party shall take any action that would be reasonably expected to result in (A) the inability to satisfy any of the conditions set forth in Article VIII or (B) a material delay in the satisfaction of any of such conditions.

7.2.1 **Certain Filings.** Assuming such filings have not already been made prior to the signing of the Agreement, in furtherance and not in limitation of Section 7.2, each Party shall (i) make all required filings of notification and report forms under the HSR Act with the Federal Trade Commission ("FTC") and Department of Justice ("DOJ") with respect to the transactions contemplated by this Agreement, to the extent applicable, as promptly as reasonably practicable after the Execution Date (which filings shall be made in any event within ten (10) business days after the Execution Date); and (ii) use reasonable best efforts to respond at the earliest reasonably practicable date to any inquiries or any requests for additional information and documentary material made by any Governmental Entity in connection with the transactions contemplated by this Agreement. Each Party agrees to pay one-half of any required filing fees under the HSR Act in connection with the transactions contemplated under this Agreement.

7.2.2 **Cooperation.** The Parties will coordinate with each other regarding a strategy for communicating with Governmental Entities for major regulatory approvals required in connection with the Affiliation. As part of such coordination, each Party shall use commercially reasonable efforts (to the extent permitted by Law) to (i) cooperate in all necessary respects or as reasonably requested with the other Party in connection with any

filing, submission, investigation, action, requests for additional information and documentary material, or inquiry in connection with the transactions contemplated by this Agreement; (ii) promptly inform the other Party of any material communication received by such Party from, or given by such Party to any Governmental Entity and of any material communication received or given in connection with any proceeding by a private Person, in each case, regarding the transactions contemplated by this Agreement; (iii) to the extent practicable, consult the other Party on and consider in good faith the views of the other Party in connection with, any filing made with, or written materials to be submitted to any Governmental Entity or, in connection with any proceeding by a private party, any other Person, in connection with the transactions contemplated by this Agreement; and (iv) consult with the other Party in advance of any substantive meeting, discussion, telephone call, or conference with any Governmental Entity or, in connection with any proceeding by a private Person, with any other Person and, to the extent not expressly prohibited by the Governmental Entity or Person, give the other Party the reasonable opportunity to attend and participate, in each case, regarding any of the transactions contemplated by this Agreement.

**7.2.3 Additional Actions.** Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall require a Party to (i) initiate, defend, or participate in any litigation, suit, or enforcement action by or before any Governmental Entity in connection with the transactions contemplated by this Agreement; or (ii) propose, consent to, undertake, or agree to any sale, divestiture, lease, license, disposition, encumbrance, restriction, impairment, limitation of freedom of operation, or hold separate any material assets, licenses, properties, operations, rights, product lines, businesses, or interests of a Party or any of its Affiliates in connection with any impediment to Closing that may exist or arise under any Law or Order, any threatened or pending Proceeding in connection with the transactions contemplated by this Agreement, or any required consents, authorizations, Orders, or approvals of any Governmental Entity.

7.3 From the Signing Date through the Closing Date, each Party shall promptly disclose in writing to the other Party any matter arising after the Signing Date that would render inaccurate, in any material respect, any of the representations or warranties of the Party set forth herein. The delivery of any such updated information will not cure any material breach of a representation or warranty, nor will it limit any remedy that may be available to any Party under the terms of this Agreement.

7.4 Each Party shall cooperate reasonably with the other in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (i) furnish upon request to each other such information; (ii) execute and deliver to each other such other documents; and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Affiliation.

7.5 MCHS and Sanford Health have completed, and deem satisfactory in all material respects, each of their respective legal, accounting, financial, business and other due diligence reviews upon execution of this Agreement.

7.6 Between the Signing Date and Closing, each Party will continue to operate its businesses only in the ordinary course and consistent with past practice and will make no material changes in those businesses or their operations the result of which would materially impair a Party's ability to perform its obligations set forth in this Agreement, except (a) to comply with Law, (b) to deal with emergencies (which in any such case shall be disclosed promptly to the other Party), (c) to complete customary financings or refinancings, or (d) as otherwise required or permitted by the terms of this Agreement.

## ARTICLE VIII. CLOSING

8.1 Conditions Precedent to MCHS's Obligations. The obligations of MCHS to consummate the transactions contemplated by this Agreement are subject to the conditions precedent that MCHS shall have received or determined satisfied, on or prior to the Closing Date, all of the following (unless waived in writing by MCHS), each in form and substance satisfactory to MCHS:

8.1.1 **Approvals and Consents.** Copies of all approvals, consents, and/or other authorizations, including notices to or filings, with or from any Governmental Entity, including under any Antitrust Laws, and/or third-party required of Sanford Health or MCHS in connection with the transactions contemplated hereunder.

8.1.2 **Material Adverse Effect.** There shall have been no change in the financial condition, operations, or regulatory environment, or any material breach of the representations and warranties under Article V, that has had or is reasonably likely to have a Material Adverse Effect on Sanford Health or the Combined System.

8.1.3 **Officer's Certificate.** Certificate of an officer of Sanford Health certifying the accuracy in all material respects, as of the Closing Date, of the representations and warranties with respect to Sanford Health contained in this Agreement and the material compliance with and fulfillment of all covenants, agreements, obligations, and conditions required by this Agreement.

8.2 Conditions Precedent to Sanford Health's Obligations. The obligations of Sanford Health to consummate the transactions contemplated by this Agreement are subject to the conditions precedent that Sanford Health shall have received or determined satisfied, on or prior to the Closing Date, all of the following (unless waived in writing by Sanford Health), each in form and substance satisfactory to Sanford Health:

8.2.1 **Class A Member Approval.** Approval of the Class A Members sufficient to authorize and effectuate the terms of this Agreement as of the Closing Date.

8.2.2 **Approvals and Consents.** Copies of all approvals, consents, and/or other authorizations, including notices to or filings, with or from any Governmental Entity, including under any Antitrust Laws, and/or third-party required of Sanford Health or MCHS in connection with the transactions contemplated hereunder.

8.2.3 **Material Adverse Effect.** There shall have been no change in the financial condition, operations, or regulatory environment, or any material breach of the

representations and warranties under Article VI, that has had or is reasonably likely to have a Material Adverse Effect on MCHS or the Combined System.

8.2.4 **Officer's Certificate.** Certificate of an officer of MCHS certifying the accuracy in all material respects, as of the Closing Date, of the respective representations and warranties with respect to MCHS contained in this Agreement and the material compliance with and fulfillment of all covenants, agreements, obligations, and conditions required by this Agreement.

8.3 **Closing Date.** The closing of the Affiliation and the transactions contemplated by this Agreement (the "**Closing**") shall occur on December 31, 2024, to be effective as of January 1, 2025, at 12:01 a.m. Central Standard Time, or as soon thereafter as is reasonably practicable following the satisfaction or waiver of all conditions to each Party's obligation to consummate the Affiliation and the transactions contemplated by this Agreement (the "**Closing Date**").

## ARTICLE IX. TERMINATION

9.1 **Term.** This Agreement may only be terminated as provided in this Article IX.

9.2 **Termination.** Either Party may terminate this Agreement prior to Closing by prompt written notice of such termination to the other party:

9.2.1 Immediately, upon the occurrence of an event or circumstance that gives rise to a Material Adverse Effect, or as a result of which a Material Adverse Effect has become imminent and cannot reasonably be expected to be avoided; or

9.2.2 if Closing has not occurred on or before the first annual anniversary of the Signing Date (the "**End Date**"); provided, however, that the right to terminate this Agreement pursuant to this Section 9.2.2 shall not be available to any Party whose breach or failure to fulfill any obligation under this Agreement shall have been a substantial cause of the failure of the Closing to occur on or prior to the End Date.

## ARTICLE X. GENERAL PROVISIONS

10.1 **Cooperation and Further Assurances.** Following the execution hereof and the Closing Date, the Parties shall in good faith cooperate with each other so as to effectuate the purpose for which the Agreement was entered into and thereby advance the charitable purposes of the Parties. Each of the Parties agrees to take such further actions and execute and deliver such further documents as the other Party may reasonably request in order to carry out the transactions provided for herein and contemplated hereby.

10.2 **Notices.** Any and all notices to be given or required to be given hereunder shall be in writing and shall be deemed to have been duly given when (i) personally delivered; (ii) sent by registered or certified mail return receipt requested; or (iii) by overnight delivery service which provides a written receipt evidencing delivery to the address set forth below:

If to MCHS:

Marshfield Clinic Health System, Inc.  
Attn: President and CEO  
1000 North Oak Ave.  
Marshfield, WI 54449

With a copy to:

Marshfield Clinic Health System, Inc.  
Attn: Chief Legal Officer  
1000 North Oak Ave.  
Marshfield, WI 54449

If to Sanford Health:

Sanford Health  
Attn: President and CEO  
2301 E. 60<sup>th</sup> St. N.  
Sioux Falls, SD 57104

All notices called for hereunder shall be effective when personally delivered or sent in the manner described above. Either Party may change the address at which notice is required to be given hereunder by giving notice in accordance with the provisions hereof.

10.3 Fraud and Abuse. The Parties agree that the benefits to each other hereunder do not require, are not payment for, and are not in any way contingent upon the admission or referral of patients or any other arrangement for the provision of any item or service. The Parties intend and in good faith believe this Agreement complies with all applicable federal and state Laws, regulations and proposed regulations governing Medicare and Medicaid fraud and abuse. Should any provision of this Agreement be deemed contrary to such Medicare and Medicaid fraud and abuse Laws, then the Parties agree in good faith to renegotiate such provision to the mutual satisfaction of the Parties.

10.4 Expenses. Except as set forth in Section 4.11.4(F), each Party will pay its own fees and expenses incurred in connection with this transaction. The fees and expenses of jointly retained third party consultants, as well as the Hart-Scott-Rodino filing fee, if any, will be shared equally by the Parties.

10.5 No Third-Party Beneficiaries. Except where otherwise provided in this Agreement, this Agreement is for the sole benefit of Sanford Health and MCHS and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. For avoidance of doubt, this provision shall not apply to the Enforcement Entity, which shall be considered a third-party beneficiary of this Agreement as described in Section 4.11.

10.6 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by Law.

10.7 Entire Agreement. This Agreement, including without limitation the Exhibits referenced herein, constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter hereof.

10.8 Waivers and Amendments. No waiver of any of the provisions or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement unless in writing and signed by the Party against which such waiver is sought to be enforced. No amendment of any provision of this Agreement prior to the Closing shall be effective unless in writing and signed by MCHS and Sanford Health, and no such amendment following the Closing Date shall be effective unless in writing and signed by MCHS and Sanford Health and approved by the MCHS Delegated Board.

10.9 Assignment. This Agreement and all of the provisions contained herein 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 and any attempted assignment shall be considered void.

10.10 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party. Any reference to any applicable Law shall be deemed also to refer to all rules and regulations promulgated there under unless the context requires otherwise. Whenever required by the context, the singular shall include the plural and the plural shall include the singular. The words "herein," "hereof," "hereunder," and words of similar import refer to this Agreement as a whole and not to a particular section. Whenever the word "including" is used in this Agreement, it shall be deemed to mean "including, without limitation," "including, but not limited to" or other words of similar import such that the items following the word "including" shall be deemed to be a list by way of illustration only and shall not be deemed to be an exhaustive list of applicable items in the context thereof. Whenever the word "or" is used in this Agreement it shall be deemed to be used in the conjunctive unless the context otherwise requires.

10.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns, provided, however, that no Party may assign this Agreement or any rights herein or obligations

hereunder without the prior written consent of the other Party, which may be withheld for any reason.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which when taken together, shall be deemed to constitute one and the same agreement.

10.14 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof as their sole and exclusive remedy under this Agreement. The Parties shall take all actions required for any of their Subsidiaries to comply with the terms and conditions of this Agreement.

10.15 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Wisconsin.

10.16 Submission to Jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING WITHOUT LIMITATION ANY ACTION TO ENFORCE AN ARBITRATION AWARD PURSUANT TO SECTION 4.11) SHALL BE INSTITUTED IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WISCONSIN, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**The signatures appear on the next page.**



IN WITNESS WHEREOF, the Parties have duly executed this Affiliation Agreement as of the date first written above.

**MARSHFIELD CLINIC HEALTH SYSTEM, INC.**



By: Brian Hoerneman, M.D.  
Its: CEO

**SANFORD**

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By: Bill Gassen  
Its: President and CEO

*[Signature Page to Affiliation Agreement]*

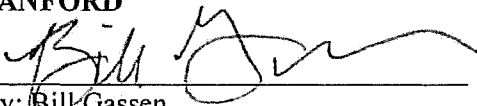
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**MARSHFIELD CLINIC HEALTH SYSTEM, INC.**

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By: Brian Hoerneman, M.D.  
Its: CEO

**SANFORD**



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By: Bill Gassen  
Its: President and CEO

## Exhibits

1.1	Defined Terms
2.2.1(a)	MCHS Articles of Amendment
2.2.1(b)	Second Amended and Restated Bylaws of MCHS
2.2.2(a)	Amended and Restated Articles of Incorporation of MCI
2.2.2(b)	Second Amended and Restated Bylaws of MCI
2.3.1	Amended and Restated Bylaws of Security Health Plan
2.3.2	Amended and Restated Bylaws of Sanford Health Plan
3.2	Sanford Health Board of Trustees("MCHS Trustees")
3.3.2	MCHS Delegated Board
3.3.3	PEC Charter
3.5	Security Health Plan Board of Directors and Board Officers
4.8	Form of Physician Employment Agreement

### Exhibit 1.1

“**Affiliate**” shall mean an entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another entity.

“**Antitrust Law**” shall mean the Sherman Antitrust Act of 1890, as amended, the Clayton Act of 1914, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal, state, local, municipal, or other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or the creation or strengthening of a dominant position through merger or acquisition, in any case that are applicable to the transactions contemplated by this Agreement.

“**Closing**” or “**Closing Date**” shall have the meaning set forth in Section 8.3.

“**GAAP**” shall mean generally accepted accounting principles consistently applied in the United States of America.

“**Governmental Entity**” shall mean (a) 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 other 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, (b) any self-regulatory organization or (c) any political subdivision of any of the foregoing.

“**Governmental Health Care Programs**” shall mean means a health care program as defined in 42 U.S.C. § 1320a-7b(f), and includes the Medicare and Medicaid programs, Indian health service programs, TRICARE and CHAMPVA, and similar or successor programs, whether administered directly by a Governmental Entity or through contracted entities, administrative contractors, health maintenance organizations, commercial health plan third-party administrators, or other health insurance plans or programs.

“**HSR Act**” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, or any successor statute, rules, and regulations thereto.

“**Knowledge of MCHS**” shall mean to the actual knowledge of the Chief Executive Officer, Chief Legal Officer, Chief Operating Officer, Chief Financial Officer or Chief Medical Officer of MCHS, after reasonable inquiry of the foregoing individuals of MCHS who would reasonably be expected to have knowledge of the relevant subject matter.

“**Knowledge of Sanford Health**” shall mean to the actual knowledge of Chief Executive Officer, Chief Legal Officer, Chief Operating Officer, Chief Financial Officer or Chief Medical Officer of Sanford Health, after reasonable inquiry of the foregoing individuals of Sanford Health who would reasonably be expected to have knowledge of the relevant subject matter.

“**Law**” shall mean any and all applicable federal, state, local, municipal, or other law, statute, constitution, principle of common law, ordinance, code, rule, regulation, ruling or other legal requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

“**Material Adverse Effect**” shall mean any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, from the Signing Date to the Closing Date, a material adverse effect on (a) the business, assets, liabilities, properties, condition (financial or otherwise), operating results, operations or prospects of a Party, taken as a whole, or (b) the ability of a Party to perform its obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement; provided, however, that, subject to the following provision, none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect on such Party: (a) changes in GAAP; (b) changes that are generally applicable to the industry or markets in which the business of such Party or any of its Affiliates operate, including the cyclical nature of such business or the industry in which such Party or any of its Affiliates operate generally; (c) general economic conditions or changes; (d) any national or international political conditions, including the engagement by any country in hostilities or any military action or any act of terrorism; (e) changes in Law; provided, such change does not cause the transaction contemplated by this Agreement to violate Law as a result of the changes in Law; (f) a flood, earthquake or other natural or man-made disaster; (g) changes in conditions affecting financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (h) the public announcement of the transactions contemplated by this Agreement; (i) any failure by such Party or its Affiliates, in and of itself, to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the Signing Date (although the underlying performance, facts and circumstances resulting in such failure shall be taken into account unless otherwise provided herein); provided, the failure by such Party or its Affiliates, in and of itself, to meet any internal or published projections, forecasts or revenue or earnings predictions is not the result of such Party failing to operate in the ordinary course of business as set forth in Section 7.6; and (j) the taking of any action required by this Agreement or the other agreements referenced herein, including the completion of the transactions contemplated hereby and thereby; provided, further, that none of the foregoing clauses (a) through (g) affects such Party and its Affiliates in a way that has had, or is reasonably likely to have, a disproportionate adverse impact relative to other similarly situated companies in the industry in which such Party and its Affiliates operate.

“**MCHS Physician Compensation Plan**” means the methods, processes and standards by which MCHS set its employed physicians’ compensation, as embodied in the document entitled “Marshfield Clinic Physician Compensation Plan” as applied during the most recent salary setting process. For avoidance of doubt, the term “MCHS Physician Compensation Plan” includes, without limitation, the following components as provided in such MCHS Clinic Physician Compensation Plan which shall be continued in effect for the period provided in Section 4.8.1 of this Agreement: (a) The Independent Compensation Committee of the MCHS

board of directors as it exists immediately prior to the Closing and which after the Closing shall become a committee of the MCHS Delegated Board comprised of independent community members of the MCHS Delegated Board selected prior to the Closing; (b) The Salary Advisory Committee, which shall remain in existence following the Closing, comprised of the same persons as immediately prior to the Closing; and (c) rights of appeal to the "Clinic Board of Directors" or "Board of Directors," which after the Closing shall be deemed to refer to a subcommittee of the MCHS Regional Physician Executive Committee consisting of the "At-Large" members thereof

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Entity, unincorporated organization, trust, association, or any other entity.

**"Signing Date"** shall have the meaning set forth in the Preamble.

**"Subsidiary"** shall mean, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

**"Transfer"** shall mean any sale, transfer or other disposition (by whatever means, whether by sale of assets, member substitution, merger, consolidation or otherwise); provided that a Transfer shall not include: (i) any intercompany transfer or combination of the MCHS business (or any component thereof) to or with any current or future affiliate of Sanford Health wherein the ultimate control of the MCHS business remains with the Board of Trustees of Sanford Health, nor (ii) any transaction involving the acquisition or combination (by whatever means) of all or substantially all of Sanford Health's businesses in a single transaction or series of related transactions; provided further, that in any such case Sanford Health (and any successor to it which becomes the owner or operator of the MCHS business), shall assume (or remain bound by, as the case may be) Sanford Health's obligations under this Agreement.

**Exhibit 2.2.1(a)**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
MARSHFIELD CLINIC HEALTH SYSTEM, INC.**

Marshfield Clinic Health System, Inc. adopts the following Amended and Restated Articles of Incorporation pursuant to the provisions of the Wisconsin Nonstock Corporation Law (Chapter 181 of the Wisconsin Statutes), which shall supersede in their entirety the original Articles of Incorporation of this corporation. These Amended and Restated Articles of Incorporation were duly adopted by the corporation's Board of Trustees and approved by the corporation's Member in accordance with Sections 181.1003 and 181.1006 of the Wisconsin Statutes on [●], 2024.

ARTICLE I

The name of this corporation shall be:  
Marshfield Clinic Health System, Inc.

ARTICLE II

The mailing address of the principal office of this corporation shall be 1000 No. Oak Avenue, Marshfield, WI 54449.

ARTICLE III

The registered office of this corporation shall be located at 1000 No. Oak Avenue, Marshfield, WI 54449. The registered agent of this corporation shall be Lisa Boero, Chief Legal and Compliance Officer.

ARTICLE IV

The sole member of this corporation shall be Sanford, a North Dakota nonprofit corporation. The member shall have such voting rights as are prescribed in the Bylaws of this corporation.

ARTICLE V

The management and direction of the business of this corporation shall be vested in a Board of Trustees. The number, term of office, powers, authority and duties of members of the Board of Trustees, the time and place of their meetings, and such other regulations with respect to them as are not inconsistent with the express provisions of these Amended and Restated Articles of Incorporation shall be as specified from time to time in the Bylaws of this corporation. Any action, other than an action requiring member approval, required or permitted to be taken at a meeting of the Board of Trustees may be taken by written action signed by at least two-third (2/3) of the Board of Trustees entitled to vote with respect to such action. All trustees shall be notified immediately of the text and effective date of any such written action that is duly taken.

## ARTICLE VI

This corporation is organized and shall at all times be operated exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"). Consistent with the foregoing, this corporation is organized and shall at all times be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of, within the meaning of Code Section 509(a)(3), the organizations described on Exhibit A, in each case for so long as such organization remains exempt from federal income taxation under Code Section 501(c)(3) and is described in Code Section 509(a)(1) or Code Section 509(a)(2). In furtherance of the foregoing purposes:

- (a) This corporation shall be authorized to engage in any and all activities that are permitted for corporations organized under Chapter 181 of the Wisconsin Statutes that are incidental, useful or necessary to the accomplishment of the above-referenced purposes.
- (b) No dividends shall be paid and no part of the net earnings of this corporation shall inure to the benefit of or be distributable to any member, officer or director of this corporation or any private shareholder or individual, within the meaning of Section 501(c)(3) of the Code. For avoidance of doubt, the foregoing shall not prohibit distributions to any member that is tax-exempt in accordance with Section 501(c)(3) of the Code.
- (c) No substantial part of the activities of this corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- (d) Notwithstanding any other provision of these Amended and Restated Articles of Incorporation, this corporation shall not carry on any other activities not permitted to be carried on by a corporation that is exempt from federal income tax under Section 501(a) of the Code because it is described in Section 501(c)(3) of the Code, and to which contributions are deductible under Section 170(c)(2) of the Code.

## ARTICLE VII

In the event of dissolution or final liquidation of this corporation, any surplus property remaining after the payment of its debts shall be disposed of as described in this Article VII and shall be held and used exclusively for charitable, scientific, or educational purposes. Distributions shall be made to one or more of the organizations named or referenced in Article VI of these Amended and Restated Articles of Incorporation ("Supported Organizations") if at the time of dissolution the Supported Organizations are organizations described in Section 501(c)(3) of the Code. If at the time of dissolution none of the Supported Organizations are in existence or none are organizations described in Section 501(c)(3) of the Code, then said surplus property shall be disposed of by transfer to the member of this corporation, provided that such organization is then described in Code Section 501(c)(3). If the member is not then in existence or is not described in



Code section 501(c)(3), then said surplus property shall be transferred to one or more corporations, associations, institutions, trusts, or foundations organized and operated for one or more of the purposes of this corporation, and described in Section 501(c)(3) of the Code, in such proportions as the Board of Trustees of this corporation shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of this corporation is then located, exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes as said court shall determine.

#### ARTICLE VIII

These Amended and Restated Articles of Incorporation and the Bylaws of this corporation may be amended as provided in the Bylaws of this corporation.

#### ARTICLE IX

The name and address of the incorporator of this corporation is:

[NAME]  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]

Dated this [●] day of [●], 2024.

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[NAME]  
[TITLE]

**CERTIFICATE**

This is to certify that the foregoing Amended and Restated Articles of Incorporation of Marshfield Clinic Health System, Inc. were adopted by the corporation's Board of Trustees and approved by the corporation's Member on [●], 2024, in accordance with Sections 181.1003 and 181.1006 of the Wisconsin Statutes. These Amended and Restated Articles of Incorporation supersede and take the place of the corporation's existing Articles of Incorporation.

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Name:

Title:

This document was drafted by, and after filing is returnable to:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Exhibit A

Supported Organizations

MCHS Hospitals, Inc

Marshfield Clinic, Inc.

Family Health Center of Marshfield, Inc.

Memorial Hospital, Inc. Neillsville, Wisconsin

Beaver Dam Community Hospitals, Inc.

Lakeview Medical Center, Inc. of Rice Lake

Flambeau Hospital, Inc.

Dickinson County Healthcare System

Marshfield Clinic Health System Foundation, Inc.

**Exhibit 2.2.1(b)**

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
MARSHFIELD CLINIC HEALTH SYSTEM, INC.**

**I. MEMBER**

SECTION 1.1 Sole Member. The sole member of this corporation shall be Sanford, a North Dakota nonprofit corporation (the "Member").

SECTION 1.2 Meetings, Actions. Except as otherwise specified in the Articles of Incorporation or Bylaws of this corporation, all powers of the Member shall be exercised in such manner, including electronic communication, and by the President and CEO of the Member or such other person, persons, or body, as the Member shall determine from time to time. The annual meeting of the Member shall be held on the same day and month of each year, or as may be fixed by or under the authority of the Board of Trustees, for the purpose of electing trustees and for the transaction of such other business as may come before the meeting.

SECTION 1.3 Reliance. This corporation shall be entitled to rely on the validity and accuracy of any communication or document that an officer of this corporation reasonably believes in good faith to have been made or delivered on behalf of the Member.

**II. BOARD OF TRUSTEES**

SECTION 2.1 Composition. The board of trustees of this corporation (the "Board of Trustees") shall consist of the same individuals serving from time to time as the board of trustees of the Member (the "Member Board of Trustees"). Their terms of office on the Board of Trustees shall coincide with their terms of office on the Member Board of Trustees.

SECTION 2.2 Powers. All powers of this corporation shall be exercised by and under the authority of the Board of Trustees, and the property, business and affairs of this corporation shall be managed under the direction of the Board of Trustees.

SECTION 2.3 Delegation. The Board of Trustees may delegate its powers to the extent not prohibited by law.

SECTION 2.4 Committees. The committees of the Board of Trustees shall be the same as the committees of the Member Board of Trustees.

SECTION 2.5 Meetings. Regular and special meetings of the Board of Trustees shall be held as needed and will be held concurrently with meetings of the Member Board of Trustees. In no event shall the Board of Trustees meet less than once a year. Meetings of the Board of Trustees shall be held at such place and time as shall be approved by the Board of Trustees.

SECTION 2.6 Notices, Quorums, Minutes, and Action Without Meetings. Except as otherwise provided in the articles of incorporation (“Articles of Incorporation”) of this corporation, these bylaws (“Bylaws”), or applicable law, the procedures and requirements governing meeting notices, quorums, minutes, and actions without meetings of the Board of Trustees shall be the same as those set forth in the Member’s bylaws.

### III. BOARD OF DIRECTORS

SECTION 3.1 Authority and Responsibility. Subject to the limitations of the Articles of Incorporation, these Bylaws, the Member’s rights, and the laws of the State of Wisconsin with respect to powers granted to the Member and the Board of Trustees, the Board of Trustees delegates to the board of directors of the corporation (the “Board of Directors”) the authority and responsibility to oversee and manage the operations of this corporation as a regional market of the Member (the “MCHS Region”), and perform all acts and functions not inconsistent with these Bylaws or with any action taken by the Board of Trustees of this corporation necessary to carry on the business of this corporation. Subject to the authority and responsibilities of the governing bodies of the subsidiaries of the corporation that own and operate hospitals in the MCHS Region, the authority delegated to the Board of Directors includes, but is not limited to, the following:

- a. Establishing and maintaining administrative policies and procedures governing the operation of the hospitals, clinics, and other facilities owned by this corporation (the “Facilities”), including medical staff bylaws, rules, and regulations;
- b. Appointing and overseeing the functions of the medical and professional staffs;
- c. Determining which categories of practitioners are eligible for medical staff and professional staff appointment;
- d. Credentialing and granting privileges to medical staff members and other health care professionals providing services at the Facilities;
- e. Ensuring patients are properly cared for by physicians and other professionals;
- f. Recommendation of MCHS Region strategic plan and annual operating and capital budgets;
- g. Endorse capital projects;
- h. Recommend and advise on market transactions within the MCHS Region, consistent with established goals and community needs;
- i. Monitoring and evaluating the quality of patient care services and patient satisfaction to identify opportunities to improve patient care and resolve problems;
- j. Ensuring the Facilities comply with applicable laws and regulations, including those relating to emergency services;
- k. Measuring, assessing, allocating resources, and setting priorities for performance improvement;
- l. Overseeing the Facilities’ compliance program;
- m. Providing for conflict resolution;
- n. Participate in the selection, evaluation and plan of compensation of the President and CEO the MCHS Region;

- o. Management of the Marshfield Clinic Research Institute (“MCRI”) and approval of the Bylaws of the MCRI Oversight Board.
- p. Delegating the performance of functions described above as appropriate;
- q. Acting as the sole member of Security Health Plan of Wisconsin, Inc. (“SHP”) and performing the responsibilities and duties prescribed for it as such under the bylaws of SHP; and
- r. Performing such other functions as may be delegated by the Board of Trustees.

SECTION 3.2 Limitation of Authority of Board of Directors. The Board of Trustees may adopt limitations on the authority and responsibility of the Board of Directors through policy, resolution or other Board of Trustees’ action. The Board of Directors and corporation management shall obtain the approval of the Board of Trustees before taking any action which requires the Board of Trustees’ approval pursuant to Board of Trustees’ policy, resolution or other action. In addition, the authority for any of the following actions shall remain with the Board of Trustees, subject to the authority of the Member as set forth under applicable law, the Articles of Incorporation or these Bylaws:

- a. Amendment of this corporation’s governing documents including, but not limited to, the Articles of Incorporation and Bylaws;
- b. Approval of any merger, consolidation, dissolution, or liquidation of this corporation or any of its subsidiaries;
- c. The sale of a material portion of the assets or operations of this corporation or its subsidiaries outside the ordinary course of business;
- d. The corporation becoming a party to or otherwise participating in a joint venture or partnership with another entity or individual;
- e. Any change in this corporation’s Mission, Vision or Strategic Plan;
- f. Discontinuation, closure or transfer of ownership of substantially all of the assets, or membership interest in, a corporation site of operation;
- g. Approval of the names or changes to the names of this corporation’s subsidiaries and Facilities;
- h. Unless contemplated by a previously approved budget or plan, the sale lease, transfer, pledge, encumbrance, exchange or other disposition of assets of this corporation or its subsidiaries;
- i. Incurrence of debt or unbudgeted capital lease obligations by this corporation or its subsidiaries; and,
- j. Adoption of a strategic plan, annual operating budget, modification of an approved annual operating budget, adoption of an annual capital budget or modification of an approved annual capital budget.

Notwithstanding the foregoing, through and until the fifth anniversary of the closing of the transactions contemplated by the Affiliation Agreement (defined below) (“Closing Date”), the Board of Trustees will not, without first obtaining the approval of the Board of Directors by a majority vote of all the Directors then serving, take any of the actions as set forth in Section 4.2.2 of that certain Affiliation Agreement entered into by and between the Member and the corporation dated September 13, 2024 (the “Affiliation Agreement”). The provisions of said Section 4.2.2 of the Affiliation Agreement are incorporated herein by this reference.

In addition, at any time after the Closing Date the Board of Trustees will not, without first obtaining the approval of the Board of Directors by a 2/3 vote of all the Directors then serving, relocate the Corporation's regional headquarters from Marshfield, Wisconsin.

SECTION 3.3 Number and Qualifications. There shall be no fewer than three (3) and no more than twenty-two (22) members of Board of Directors of this corporation, which shall initially be comprised of those individuals identified on Exhibit A attached hereto (the "Initial Directors"). Except as set forth in Section 3.4., following the expiration of the initial terms of the Initial Directors, vacancies shall be filled in accordance with a nominating and governance process as set forth in Section 3.5 below, with the composition of the Board of Directors being as follows:

- a. 10 independent community members ("Community Directors");
- b. 8 Employed Physicians (as that term is defined below) ("Physician Directors");
- c. The President and CEO of the MCHS Region;
- d. The Chief Physician of the MCHS Region;
- e. The Chief Medical Officer of the MCHS Region; and
- f. The President and CEO of the Member, or his or her designee.

The President and CEO of the MCHS Region and the President and CEO of the Member (or his or her designee) shall serve in an ex-officio capacity, with full voting rights. The Chief Physician of the MCHS Region and the Chief Medical Officer of the MCHS Region shall serve in an ex-officio capacity without voting rights.

SECTION 3.4 Terms. The Community Directors and Physician Directors shall be divided into three (3) classes, with Class A and Class B each comprised of three (3) Community Directors and three (3) Physician Directors, and Class C comprised of four (4) Community Directors and two (2) Physician Directors. The terms of each such class of the Board of Directors shall be as follows: The initial Class A directors shall serve until the first annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws. The initial Class B directors shall serve until the second annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws, and the initial Class C directors shall serve until the third annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws. Following the expiration of the initial terms of the initial Community Directors and initial Physician Directors each of them will be appointed for a full three (3) year term. Subject to the foregoing provisions of this Section 3.4, Community Directors and Physician Directors shall serve terms of 3 years, and may serve no more than three (3) consecutive three (3) year terms, and thereafter may be re-elected or reappointed only after being off of the Board of Directors for at least one (1) year. Partial terms in which a Director fills a vacancy arising at any time prior to the end of the predecessor's term, and the initial one- and two-year terms of the initial Physician Directors and Community Directors, shall not count toward the three-term maximum. The terms of the ex-officio directors shall be coterminous with their terms of office in their respective positions. Notwithstanding the foregoing, the term of any Physician Director shall cease immediately upon such person's ceasing to meet the requirements for a Physician Director set forth in Section 3.5 (b) below.

SECTION 3.5. Nomination and Election of Community Directors and Physician Directors. Subject to the provisions of the foregoing section 3.4:

- a. Community Directors. The Nominating and Governance Committee shall develop a slate of candidates for any vacant Community Director position or positions. From the slate so developed the Board of Directors shall appoint persons of its choosing to serve as Community Directors; and
- b. Physician Directors. Physicians practicing within or primarily within the MCHS Region and employed by Member or any of its direct or indirect subsidiaries ("Employed Physician") may propose candidates to the Nominating and Governance Committee for consideration for appointment to fill any vacant Physician Director positions. Such candidates shall be Employed Physicians with a clinical FTE percentage of not less than 50%. From the candidates so proposed, the Nominating and Governance Committee shall develop a slate of candidates for the vacant Physician Director position or positions, and from that slate the Board of Directors shall appoint persons of its choosing to serve as Physician Directors.

SECTION 3.6 Removal, Vacancies. The Board of Trustees may remove any Physician Director or Community Director with or without cause by majority vote of the entire Board of Trustees and written notice of the removal to the Director and the presiding officer of the Board of Directors or the Corporation's president or secretary. Subject to terms of the Affiliation Agreement, if there is a vacancy among the Board of Directors by reason of disqualification, death, resignation, removal or otherwise, such vacancy shall be filled for the unexpired term in the same manner required for the appointment of the individual whose position is vacant. The Board of Trustees may elect to leave the position vacant as long as the total number of directors stays within the numbers specified in these Bylaws.

SECTION 3.7 Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such place and time within or without the State of Wisconsin as shall be approved by the Board of Directors. Members of the Board of Directors may participate in any meeting of the Board of Directors by conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

SECTION 3.8 Special Meetings. Special meetings of the Board of Directors may be called at any time by the Board of Trustees, the Member President and CEO, this corporation's President, the Chair of the Board of Trustees, the Chair of the Board of Directors, or upon the request of a majority of the Board of Directors. The business to be transacted at any special meeting of the Board of Directors shall be specified in the notice of the special meeting, and the business to be transacted shall be limited to those items as set forth in the notice of the meeting.

SECTION 3.9 Notice. Notice of each meeting of the Board of Directors for which notice is required, stating the time and place thereof, shall be given to all directors by electronic



communication or in person at least two days before the meeting, or shall be mailed to each director at least five days before the meeting. All notices not given in person shall be sent to the director at his or her postal or electronic address according to the latest available records of this corporation. Any director may waive notice of a meeting before, at or after the meeting, orally, in writing, by electronic communication, or by attendance. Attendance at a meeting is deemed a waiver unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and the director does not participate in the meeting.

SECTION 3.10 Quorum and Voting. The presence of a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting. The directors present at any meeting, although less than a quorum, may adjourn the meeting from time to time. If a quorum is present when a duly called meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of one or more directors leaves less than the number otherwise required for a quorum, provided, however, that a quorum must be present for any additional vote(s) taken at any meeting. At all meetings of the Board of Directors, each director is entitled to cast one vote on any question coming before the meeting. The affirmative vote of a majority of the directors present at any meeting, if there is a quorum, is sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director may not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board of Directors. For purposes of determining whether a director has met his or her fiduciary duties as a director, but for no other purpose, a director who is present at a meeting of the Board of Directors when an action is approved is presumed to have assented to the action unless the director votes against the action or is prohibited from voting on the action.

SECTION 3.11 Action Without A Meeting. Any action required or permitted by these Bylaws, the Articles, or applicable law to be taken by the Board of Directors or any committee thereof at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by at least two-third (2/3) of the Directors or members of such committee entitled to vote with respect to such action, provided that all directors shall be notified immediately of the text of the written consent and of its effective date and time.

#### IV. OFFICERS

SECTION 4.1 Board of Trustees' Officers. Except as provided in Sections 4.2 and 4.3 of these Bylaws, the officers of the Board of Trustees of this corporation shall be those persons serving from time to time as officers of the Member's Board of Trustees, and their terms of office shall coincide with their terms as officers of the Member. Except as provided in these Bylaws, the officers shall have the same powers and duties with respect to this corporation as they do with respect to the Member. The Board of Trustees may appoint such other officers having such duties as it deems necessary from time to time.

SECTION 4.2 President and CEO of the Member. The President and CEO of the Member shall be the President and CEO of this corporation; provided, the President and CEO of the Member may appoint another individual to serve as President of this corporation following consultation with the Board of Directors, with such individual having the employment title of "President and CEO of the MCHS Region", subject to any limitation(s) as set forth in the

Affiliation Agreement. The individual so appointed shall serve at the pleasure of the President and CEO of the Member, provided that the President and CEO of the Member may remove the appointed individual from office only after consulting with the Board of Directors, subject to any limitation(s) as set forth in the Affiliation Agreement. The President of this corporation shall (a) in general supervise and control all of the business and affairs of the corporation, (b) in the absence of the Chair and Vice-Chair of the Board of Directors, preside over the meetings of the Board of Directors, and (c) perform such other duties as may be prescribed by the Board of Trustees.

The President of this corporation shall have all authority and responsibility necessary to operate this corporation in all its activities and departments, subject to such policies and directives as may be issued by the Board of Trustees or President and CEO of the Member. Specifically, the President shall: (a) have general active management of the business of this corporation; (b) see that orders and resolutions of the Board of Trustees and Board of Directors are carried into effect; (c) have the authority to sign and deliver in the name of this corporation deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of this corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles of Incorporation, the Bylaws, the Board of Trustees, or the policies of this corporation or the Member exclusively to one or more other persons; (d) subject to such rules as may be prescribed by the Board of Trustees, the President and CEO of the Member, or Board of Directors, appoint such agents and employees of this corporation as deemed necessary, prescribe their powers, duties and compensation, and delegate authority to them; and (e) perform such other duties as are prescribed by the President and CEO of the Member or the Board of Trustees.

SECTION 4.3 Board of Directors Officers. The officers of the Board of Directors shall include a Chair, a Vice Chair, a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time determine. Officers shall be elected by the Board of Directors to serve for terms of one (1) year. Officers of the Board of Directors may at any time be removed by the Board of Directors with or without cause. Any officer may resign at any time by giving written notice to the Chair. The resignation shall be effective without acceptance when the notice is received by the Chair, unless a later effective date is specified in the notice. Except with respect to the President and CEO of the Member and the President of this corporation, the officers of the Board of Directors must be directors of this corporation and must be Elected Directors.

4.3.1 Chair. The Chair shall, when present, preside at meetings of the Board of Directors, and shall perform such other duties as are prescribed by the Board of Directors.

4.3.2 Vice Chair. During the absence or disability of the Chair, it shall be the duty of the Vice Chair to perform the duties of the Chair.

4.3.3 Secretary/Treasurer. The Secretary/Treasurer shall perform or properly delegate and oversee the keeping of accurate minutes of all meetings of the Board of Directors and perform such other duties as the Chair or Board of Directors may prescribe from time to time.

## V. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 5.1 The Board of Directors may, in resolutions adopted by at least a majority of the directors entitled to vote at a meeting in which there is a quorum, establish committees having the authority of the Board of Directors to the extent provided by resolution unless prohibited by law. Each committee shall consist of three (3) or more directors elected by the Board of Directors. Each committee have a charter, which shall specify unless specified in these bylaws, the process for appointment of committee members, the composition of the committee and authority and responsibilities of the committee. Other than the Executive Committee, the Independent Compensation Committee (as the same may be established from time to time) or as otherwise specified by the Board of Directors all committees are advisory.

- A. Executive Committee. The Board of Directors shall establish an executive committee as a standing committee of the Board of Directors (the "Executive Committee"). The Executive Committee of the Board of Directors shall consist of the Chair, Vice Chair and Secretary/Treasurer of the Board of Directors and the President of this corporation. Unless prohibited by laws, the Executive Committee shall have the authority to take action on behalf of the Board of Directors in between meetings subject to subsequent ratification by the Board of Directors. The Executive Committee shall function as the Nominating and Governance Committee of this corporation to make recommendations to the Board of Directors regarding candidates for vacancies on the Board of Directors and officers of the Board of Directors.

## VI. INDEMNIFICATION

SECTION 6.1 Indemnification. This corporation shall indemnify its trustees, directors, officers, committee members, and employees against such expenses and liabilities, in such manner, under such circumstances, and to such extent, as required or permitted by Wisconsin law, as amended from time to time, or as required by other provisions of law; provided, however, that this corporation shall not indemnify any person with respect to any claim, issue or matter as to which that person is adjudged to be liable to this corporation in accordance with applicable law.

SECTION 6.2 Advances. This corporation shall advance expenses in such manner, under such circumstances, and to such extent, as required or permitted by Wisconsin law, as amended from time to time; provided, however, that this corporation shall not advance expenses incurred in defense of a claim brought by or in the right of this corporation or expenses incurred in pursuing a claim against this corporation. The provisions of this Section are not intended to limit the ability of a person to receive advances as an insured under an insurance policy maintained by this corporation.

SECTION 6.3 Insurance. This corporation may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, committee member, or employee against any

liability asserted against and incurred by that person in or arising from such capacity, whether or not this corporation would otherwise be required to indemnify the person against the liability.

## VII. MEDICAL STAFF<sup>1</sup>

## VIII. MISCELLANEOUS

SECTION 8.1 Fiscal year. Unless otherwise fixed by the Board of Trustees, the fiscal year of this corporation begins on January 1 and ends on the succeeding December 31.

SECTION 8.2 Corporate seal. This corporation has no seal.

SECTION 8.3 Authority to Borrow, Encumber Assets. No trustee, director, officer, agent or employee of this corporation has any power or authority to borrow money on its behalf, to pledge its credit or to mortgage or pledge its real or personal property except within the scope and to the extent of the authority delegated by resolutions adopted from time to time by the Board of Trustees. The Board of Trustees may give authority for any of the above purposes, and this authority may be general or limited to specific instances.

SECTION 8.4 Execution of Instruments. Deeds, mortgages, bonds, checks, contracts and other instruments pertaining to the business and affairs of this corporation may be signed on behalf of this corporation by the President and CEO of the Member, or such other person or persons as may be designated from time to time by the Board of Trustees.

SECTION 8.5 Deposit of Funds. All funds of this corporation shall be deposited from time to time to the credit of this corporation in such banks, trust companies or other depositories as the Board of Trustees may approve or designate, and all such funds shall be withdrawn only in the manner or manners authorized by the Board of Trustees from time to time.

SECTION 8.6 Wisconsin Nonstock Corporation Law. This corporation is a Wisconsin nonstock corporation organized under Chapter 181 of the Wisconsin statutes. References to "law" and/or "Wisconsin law" throughout these Bylaws shall include, without limitation, the Wisconsin Nonstock Corporation Law.

## IX. AUXILIARY

SECTION 9.1 Auxiliary. To the extent applicable and with the specific approval of the Board of Trustees, there may be organized a Facilities auxiliary whose purpose it shall be to advance the welfare of the Facilities through volunteer service to the Facilities' patients and the community. The constitution and bylaws of such auxiliary shall be subject to approval by the Board of Trustees and no amendments thereto shall be effective until specifically approved by the

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<sup>1</sup> MCHS medical staff matters reside at the level of those entities that own or operate hospitals. Med staff is not unified. Therefore omitting these provisions.

Board of Trustees.

## X. AMENDMENT

SECTION 10.1 Amendments. Amendments to the Bylaws or Articles of Incorporation of this corporation may be adopted by the Member; provided, however, that through and until January 1, 2030, any proposed amendments to the following provisions of these Bylaws will also be subject to the approval of the Board of Directors by a majority vote: Article II, Article III, Article IV and section 5.1.A.

Exhibit A  
Initial Directors

[insert same list/exhibit from the Affiliation Agreement]

**Exhibit 2.2.2(a)**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
MARSHFIELD CLINIC, INC.**

Marshfield Clinic, Inc. adopts the following Amended and Restated Articles of Incorporation pursuant to the provisions of the Wisconsin Nonstock Corporation Law (Chapter 181 of the Wisconsin Statutes), which shall supersede in their entirety the original Articles of Incorporation of this corporation. These Amended and Restated Articles of Incorporation were duly adopted by the corporation's Board of Trustees and approved by the corporation's Member in accordance with Sections 181.1003 and 181.1006 of the Wisconsin Statutes on [●], 2024.

**ARTICLE I**

The name of this corporation shall be:  
Marshfield Clinic, Inc.

**ARTICLE II**

The mailing address of the principal office of this corporation shall be 1000 No. Oak Avenue, Marshfield, WI 54449.

**ARTICLE III**

The registered office of this corporation shall be located at 1000 No. Oak Avenue, Marshfield, WI 54449. The registered agent of this corporation shall be Lisa Boero, Chief Legal and Compliance Officer.

**ARTICLE IV**

The sole member of this corporation shall be Marshfield Clinic Health System, Inc., a Wisconsin nonprofit corporation. The member shall have such voting rights as are prescribed in the Bylaws of this corporation.

**ARTICLE V**

The management and direction of the business of this corporation shall be vested in a Board of Trustees. The number, term of office, powers, authority and duties of members of the Board of Trustees, the time and place of their meetings, and such other regulations with respect to them as are not inconsistent with the express provisions of these Amended and Restated Articles of Incorporation shall be as specified from time to time in the Bylaws of this corporation. Any action, other than an action requiring member approval, required or permitted to be taken at a meeting of the Board of Trustees may be taken by written action signed by at least two-third (2/3) of the Board of Trustees entitled to vote with respect to such action. All trustees shall be notified immediately of the text and effective date of any such written action that is duly taken.

**ARTICLE VI**

This corporation is organized and shall at all times be operated exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (hereinafter the "Code"). In furtherance thereof:

- (a) This corporation shall be authorized to engage in any and all activities that are permitted for corporations organized under Chapter 181 of the Wisconsin Statutes that are incidental, useful or necessary to the accomplishment of the above-referenced purposes.
- (b) No dividends shall be paid and no part of the net earnings of this corporation shall inure to the benefit of or be distributable to any member, officer or director of this corporation or any private shareholder or individual, within the meaning of Section 501(c)(3) of the Code. For avoidance of doubt, the foregoing shall not prohibit distributions to any member that is tax-exempt in accordance with Section 501(c)(3) of the Code.
- (c) No substantial part of the activities of this corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- (d) Notwithstanding any other provision of these Amended and Restated Articles of Incorporation, this corporation shall not carry on any other activities not permitted to be carried on by a corporation that is exempt from federal income tax under Section 501(a) of the Code because it is described in Section 501(c)(3) of the Code, and to which contributions are deductible under Section 170(c)(2) of the Code.

## ARTICLE VII

In the event of dissolution or final liquidation of this corporation, any surplus property remaining after the payment of its debts shall be disposed of as described in this Article VII and shall be held and used exclusively for charitable, scientific, or educational purposes. Distributions shall be made to the member and/or one of its Supported Organizations, as defined in the member's Amended and Restated Articles of Incorporation, if at the time of dissolution the member and/or such Supported Organizations are organizations described in Section 501(c)(3) of the Code. If at the time of dissolution the member and none of the Supported Organizations are in existence or none are organizations described in Section 501(c)(3) of the Code, then said surplus property shall be transferred to one or more corporations, associations, institutions, trusts, or foundations organized and operated for one or more of the purposes of this corporation, and described in Section 501(c)(3) of the Code, in such proportions as the Board of Trustees of this corporation shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of this corporation is then located, exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes as said court shall determine.



ARTICLE VIII

These Amended and Restated Articles of Incorporation and the Bylaws of this corporation may be amended as provided in the Bylaws of this corporation.

ARTICLE IX

The name and address of the incorporator of this corporation is:

[NAME]  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]

Dated this [●] day of [●], 2024.

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[NAME]  
[TITLE]

**CERTIFICATE**

This is to certify that the foregoing Amended and Restated Articles of Incorporation of Marshfield Clinic, Inc. were adopted by the corporation's Board of Trustees and approved by the corporation's Member on [●], 2024, in accordance with Sections 181.1003 and 181.1006 of the Wisconsin Statutes. These Amended and Restated Articles of Incorporation supersede and take the place of the corporation's existing Articles of Incorporation.

\_\_\_\_\_  
Name:

Title:

This document was drafted by, and after filing is returnable to:

[NAME]  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]

**Exhibit 2.2.2(b)**

**AMENDED AND RESTATED  
BYLAWS OF  
MARSHFIELD CLINIC, INC.**

**ARTICLE I  
NAME, PRINCIPAL OFFICE**

**Section 1. Name**

The name of the Corporation shall be Marshfield Clinic, Inc (the “Corporation”).

**Section 2. Principal Office**

The principal office of the Corporation shall be located in Marshfield, Wisconsin.

**ARTICLE II  
MEMBERS**

**Section 1. Corporate Member**

The sole corporate member of the Corporation shall be Marshfield Clinic Health System, Inc., a Wisconsin nonprofit corporation (“MCHS”). It is acknowledged that the sole corporate member of MCHS is Sanford, a North Dakota nonprofit corporation (collectively, MCHS and Sanford will be referred to herein as the “Member”).

**Section 2. Action by Member**

In lieu of meetings, any action by the Member with respect to the Corporation shall be evidenced by a consent in writing setting forth such action, signed by the President and CEO of the Member, subject to such directives as may be issued by the Board of Trustees of the Member, and filed in the minute book of the Corporation.

**ARTICLE III  
BOARD OF TRUSTEES**

Section 1. Composition

The Board of Trustees of the Corporation shall consist of the same individuals who compose the Board of Trustees of the Member. Their term of office on the Board of Trustees of the Corporation shall coincide with their term of office on the Member Board of Trustees.

Section 2. Powers

All powers of the Corporation shall be exercised by and under the authority of the Board of Trustees, and the property, business and affairs of the Corporation shall be managed under the direction of the Board of Trustees.

Section 3. Delegation

The Board of Trustees may delegate these powers to the extent not prohibited by law.

**ARTICLE IV  
MEETINGS OF THE BOARD OF TRUSTEES**

Section 1. Meetings

Regular and special meetings of the Board of Trustees shall be held as needed concurrently with meetings of the Board of Trustees of the Member, but in no event less than once a year, at such place and time as shall be approved by the Board of Trustees.

Section 2. Notices, Quorums, Minutes, and Actions Without Meetings

Except as otherwise set forth in these Bylaws and to the extent permissible under Wisconsin law, the procedures and requirements governing meeting notices, quorums, minutes, and actions without meetings shall be the same as those set forth in the bylaws of the Member, which bylaws are incorporated herein by reference. An action required or permitted to be taken at a board of trustees meeting may be taken without a meeting if a consent in writing setting forth the action is signed by  $\frac{2}{3}$  of all of the directors then in office").

**ARTICLE V  
OFFICERS**

Section 1. Board of Trustees Officers

The officers of the Member Board of Trustees shall be the officers of the Board of Trustees of the Corporation. Said officers shall have the same powers and duties with respect to the Corporation as they do with respect to the Member, provided that the President and Chief

Executive Officer of the Member may appoint another individual to serve as President of the Corporation, as stated below.

### Section 2. President

The President and Chief Executive Officer of the Member, upon prior consultation with and the consent of the Council of Governors, shall appoint (and/or remove) the President of the Corporation. The President of the Corporation shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Council of Governors. The President shall have the authority, subject to such rules as may be prescribed by the Council of Governors, to appoint such agents and employees of the Corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. In general, the President shall perform all duties incident to the office of President and general manager of the Corporation and such other duties as may be prescribed by the Board of Trustees or the Council of Governors from time to time.

### Section 3. Other Officers

The President and Chief Executive Officer of the Member may appoint such other officers having such duties as the President and Chief Executive Officer of the Member may determine.

## **ARTICLE VI COUNCIL OF GOVERNORS**

### Section 1. Authority and Responsibility

The Council of Governors established by Sanford (“Council of Governors”) shall have full authority and responsibility for the governance, conduct and activities of the Corporation’s physician practices, subject to the ultimate corporate authority of the Board of Trustees as set forth in Article III, and subject to the authority and responsibilities of the governing boards of the subsidiaries of MCHS that own and operate hospitals in the MCHS Region and the terms of the Affiliation Agreement between Sanford and Marshfield Clinic Health System, Inc. dated September 13, 2024 (the “Affiliation Agreement”).

### Section 2. Physician Executive Council

The Council of Governors shall, in a charter to be adopted by at least a majority of all governors, establish a Physician Executive Council having delegated authority from the Council of Governors as defined in the charter. The composition of the Physician Executive Council will be set forth in the charter, as may amended or revised from time to time by the Council of Governors. Notwithstanding the delegation of authority by the Council of Governors to the Physician Executive Council pursuant to an approved charter, the Council of Governors shall retain exclusive authority with respect to matters

within the following categories (subject to any applicable provisions of the Affiliation Agreement):

- (a) Sanford Clinic Practice Standards;
- (b) EPIC Informatics Standards;
- (c) Physician Compensation Plan;
- (d) Clinical Integration and enterprise service lines;
- (e) Liaison with Sanford Health Plan and Security Health Plan; and
- (f) Sanford Enterprise-Wide Initiatives.

Any questions or uncertainty regarding whether an issue or matter has been delegated to the Physician Executive Council shall be resolved by the President of the Corporation or the President and Chief Executive Officer of the Member.

### Section 3. Conflict of Interest Policy

All members of the Council of Governors and Physician Executive Council shall abide by the Sanford Conflict of Interest Policy.

## **ARTICLE VII MARSHFIELD CLINIC RESEARCH INSTITUTE**

### Section 1. Description

The Marshfield Clinic Research Institute (“MCRI”) is a division of the Corporation. MCRI is governed by an oversight board comprised of community members, physicians and scientists, and maintains an Institutional Review Board, which is responsible for the protection of human research participants.

### Section 2. Authority and Responsibility

The Board of Trustees of the Corporation delegates responsibility for the general management and operation of the Marshfield Clinic Research Institute (“MCRI”), including approval of the Bylaws of the MCRI Oversight Board, to the Marshfield Clinic Health System, Inc. Board of Directors.

## **ARTICLE VIII INDEMNIFICATION**

### Section 1. Third Party Suits

The Corporation shall indemnify and hold harmless each officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation against and from all loss, cost, and reasonable expenses hereafter incurred by him or her in the payment, settlement and defense of any claim, suit or proceeding brought against such person because such person is or has been an officer, director, governor, council member,

Trustee, committee person, employee or agent of the Corporation, or because of any action alleged to have been taken or omitted by him or her as an officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation. The rights of indemnification and exoneration occurring under this Article VII shall apply whether or not such person continues to be an officer, director, governor, council member Trustee, committee person, employee or agent of the Corporation at the time any loss, cost or expense is suffered or incurred. Such rights shall not apply in relation to any matters as to which such officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation shall be adjudged in final judgment in such suit or proceeding to not have acted in good faith or in a manner which he or she reasonably believed to be in and not opposed to the best interests of the Corporation, and, if the suit or proceeding is a criminal one, when such officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation had reasonable cause to believe his or her conduct was unlawful.

### Section 2. Actions by or in the Right of the Corporation

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was an officer, director, governor, council member, Trustee, committee person, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, governor, council member, Trustee, committee person, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, that in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the court deems proper.

### Section 3. Expenses and Attorneys' Fees

To the extent that an officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 or 2 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.

#### Section 4. Authorization of Indemnification

Any indemnification under Sections 1 or 2 above, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such sections. Such determination shall be made by the Board of Trustees by a majority vote of a quorum consisting of Trustees who are not parties to such action, suit or proceeding, or if such a quorum is not attainable or, even if attainable, a quorum of disinterested Trustees so directs, by independent legal counsel and a written opinion.

#### Section 5. Advance Payment

Any expense incurred by an officer, director, governor, council member, Trustee, committee person, employee or agent in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of a final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of such individual to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized by the laws of the State of Wisconsin.

#### Section 6. Non-Exclusiveness

The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested officers, directors, governors, council members, Trustees, committee person, officers, employees or agents of the Corporation or otherwise, both as to action in the indemnitee'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 an officer, director, governor, council member, Trustee, committee person, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

#### Section 7. Purchase of Insurance

The Corporation shall purchase and maintain insurance on behalf of any person who is or was an officer, director, council member, Trustee, committee person, employee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, governor, council member, Trustee, committee person, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VII or of Wisconsin's Nonstock Corporation Act.



**ARTICLE VIII  
LIMITATION ON ACTIVITIES**

Except as permitted by Section 501(h) of the Internal Revenue Code, no substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by (1) a Corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (2) a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and the regulations thereunder as the same now exist or as they may be hereafter amended from time to time.

**ARTICLE IX  
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

Section 1. Contracts

The Board of Trustees may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In absence of such determination by the Board of Trustees, such instruments shall be signed in accordance with Sanford policy.

Section 3. Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

**ARTICLE X  
BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees, Council of Governors, Physician Executive Council, and committees, and shall keep same at the registered or principal office of the Corporation. All books and records of the Corporation may be inspected by any member, or his or her agent or attorney, for any proper purpose at any reasonable time.

**ARTICLE XI  
FISCAL YEAR**

The fiscal year of the Corporation shall be from January 1 to December 31 of each calendar year, both dates inclusive.

**ARTICLE XII  
WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the Nonstock Corporation Act of Wisconsin or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII  
AMENDMENTS TO BYLAWS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Member; provided, however, that through and until January 1, 2030, any proposed amendments to Article VI of these Bylaws will also be subject to the approval of the Board of Directors of MCHS, by a majority vote.

**Exhibit 2.3.1**

**AMENDED AND RESTATED BYLAWS OF  
SECURITY HEALTH PLAN OF WISCONSIN, INC.  
Amended and Restated as of [January 1, 2025] (the “Effective Date”)**

**ARTICLE I OFFICES;  
AGENT; RECORDS**

**Section 1. Principal Office.**

The corporation may have such offices, either within or without the State of Wisconsin, as may be designated from time to time by resolution of the Board of Directors, one of which may be designated as the principal office.

**Section 2. Registered Agent.**

The corporation shall maintain a registered agent in the State of Wisconsin. The identity and address of the registered agent may be changed from time to time by filing the change with the Office of the Commissioner of Insurance pursuant to the provisions of the chapter 613 of the Wisconsin Statutes, the Wisconsin Service Insurance Corporation Law (the “*WSICL*”).

**Section 3. Attorney for Service of Process.**

The Wisconsin Commissioner of Insurance (“*Commissioner*”) is by law constituted attorney for the corporation to receive service of summons, notices, orders, pleadings, and all other legal process relating to any court or administrative agency in Wisconsin, except in cases in which the proceeding is to be brought by the state of Wisconsin, in which event the Wisconsin Department of Financial Institutions is by law constituted such attorney.

**Section 4. Corporate Records.**

The following documents and records shall be kept at the corporation’s principal office or at such other reasonable location as may be specified by the corporation:

- (a) Minutes of member and Board of Director meetings and any written notices thereof.
- (b) Records of actions taken by the member or directors without a meeting.
- (c) Records of actions taken by committees of the Board of Directors.
- (d) Accounting records.

- (e) Current Bylaws.
- (f) Written waivers of notice by the member or directors (if any).
- (g) Written consents by the member or directors for actions without a meeting (if any).

## **ARTICLE II MEMBERSHIP**

### Section 1. Classes of Members.

The corporation shall have a single class of voting members and the sole member of that class shall be Marshfield Clinic Health System, Inc. (“*MCHS*”), a Wisconsin non-profit, nonstock corporation. Any reference in these Bylaws to “member” or “members” or “sole corporate member” shall be deemed to refer only to such sole voting member unless otherwise specifically provided.

### Section 2. Responsibilities and Voting Rights of Member.

- (a) In lieu of meetings, any action by the Member with respect to the Corporation, shall be evidenced by a consent in writing setting forth such action, signed by the President/Chief Executive Officer of MCHS, subject to such directives as may be issued by the Board of that corporation and filed in the minute book of the Corporation.
- (b) The member shall have the right to take or approve any and all of the following actions by or on behalf of the corporation:
  - (1) Approval (or disapproval) of the directors and removal of such directors, except ex officio directors (subject to the provisions of Section 2(a) of Article III below).
  - (2) Amendment of the Articles of Incorporation of this corporation.
  - (3) Amendment of these Bylaws.
  - (4) Merger, consolidation or dissolution of this corporation.
  - (5) The creation of any subsidiaries or affiliates of this corporation.
  - (6) Adoption of the annual budget prepared by this corporation and any actions taken by this corporation which would or could involve expenditures which exceed the approved budgeted amounts for such expenditures.
  - (7) Subject to the authority accorded to the corporation’s Audit and Compliance Committee, the approval of banking affiliations, accounting firms, and investment manager(s) or advisor(s).

- (8) The selection and retention of the Chief Executive Officer (“**CEO**”) of this corporation.
- (9) The commitment of unbudgeted capital expenditures in excess of Two Hundred and Fifty Thousand dollars (\$250,000).
- (10) Subject to the authority accorded to the corporation’s Audit and Compliance Committee, approval of the investment policy.
- (11) The making of any distributions to the member; *provided, however*, that any such distributions shall meet the requirements of Wis. Stats. §§ 613.69 and 181.1302.
- (12) The incurrence of debt or guaranteeing the debt of another.
- (13) Sale of any capital assets by this corporation with book or market value exceeding One Hundred Thousand dollars (\$100,000).
- (14) Admission of a new member, whether by transfer of a membership interest or otherwise.
- (15) Adoption of the mission, strategic plan, purpose, and goals of this corporation.
- (16) Fix reasonable compensation to its officers for services rendered.

Section 3. Manner of Acting.

The member shall act through a written consent setting forth the action so taken and signed by a duly authorized officer(s) of the member.

**ARTICLE III BOARD OF  
DIRECTORS**

Section 1. General Powers.

The affairs of the corporation shall be managed by its board of directors (“**Board**” or “**Board of Directors**”).

Section 2. Number and Qualifications of Directors.

- (a) The number of directors constituting the Board of Directors shall be sixteen (16), consisting initially of the seven (7) persons who are members of the Security Health Plan Board of Directors as of the Effective Date (“**Security Directors**”), seven (7) other persons who will be appointed by the Member upon nomination by Sanford Health Plan (“**Sanford Directors**”), the President/Chief Executive Officer of MCHS and the Chief Executive Officer of Sanford Health Plan. Both the President/Chief

Executive Officer of MCHS and the Chief Executive Officer of Sanford Health Plan shall serve as *ex officio* (“Ex Officio Director”) voting members for so long as he or she shall hold that office. The Board of Directors shall be divided into three (3) classes, with Class A and Class B each comprised of two (2) Security Directors and two (2) Sanford Directors, and Class C comprised of three (3) Security Directors and three (3) Sanford Directors. The terms of each such class of the Board of Directors shall be as follows: The initial Class A directors shall serve until the first annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws. The initial Class B directors shall serve until the second annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws, and the initial Class C directors shall serve until the third annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws. Following the expiration of the initial staggered terms of the Security Directors and Sanford Directors, the Security Directors and Sanford Directors will be appointed for an additional three-year term. If any Security or Sanford Director is, for any reason (including without limitation due to his or her inability or refusal to serve) not reappointed for an additional three-year term, the successor shall be appointed by the remaining Security (if a Security Director) or Sanford (if a Sanford Director) Directors, as applicable, then serving, subject to the approval of the Nominating Committee, such approval not to be withheld unreasonably.

- (b) Directors need not be residents of the State of Wisconsin. The name of any director of the corporation, together with such pertinent biographical and other data as the Commissioner requires by rule, shall be reported to the Commissioner immediately after the selection. Directors may, but need not, be officers of the corporation; however, no person may simultaneously be a director of the corporation and a director, officer, employee or agent for another insurer if the effect is to lessen competition substantially or if the corporation and the other insurer have materially adverse interests.

Section 3. Election and Term.

- (a) Method of Selection. Directors of this corporation, other than the Ex Officio Director(s), shall be recommended by the Nominating Committee for approval by the sole corporate member at or before the annual meeting of the Board of Directors.
- (b) Term of Office. The Ex Officio Director(s) shall serve for so long as they continue to hold the office designated herein. Subject to the provisions of Section 2(a) above regarding the terms of the initial directors following the Effective Date, the directors of this corporation shall serve terms of three (3) years, commencing with the close of the annual meeting at which they are appointed and continuing until the third annual meeting thereafter and until their successors have been selected and qualified. The directors may serve for a maximum of three (3) consecutive three-year terms; provided, however, that any partial term filled by any director as a

replacement for another director or any initial term shall not count against such limits; and provided, further, that the Board of Directors, acting with two-thirds (“2/3”) vote, may determine to allow any director to serve one (1) additional three-year term.

Section 4. Resignation.

A director may resign at any time by filing a written resignation with the CEO or the Chair of the Board of Directors.

Section 5. Removal.

A director may be removed from office with or without cause by the sole corporate member or the vote of a majority of the other directors of this corporation then in office at any special meeting called for that purpose. Any removal of a director shall be reported to the Commissioner immediately together with a statement of the reasons for the removal.

Section 6. Vacancies.

In the event a vacancy occurs in the Board of Directors from any cause, including an increase in the number of directors, an interim director may be selected by the sole corporate member to serve out the remaining term of office for that vacant director position, or until a successor is recommended by the Nominating Committee and approved by the sole corporate member.

Section 7. Annual Meeting.

The annual meeting of the Board of Directors shall be held in the first quarter of each year at the principal office of the corporation, or at such other time and place as the Board of Directors may determine, for the purpose of transacting such business as may come before the meeting.

Section 8. Regular Meetings.

The Board of Directors may provide by resolution for regular or stated meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the stated time and place without other notice than such resolution.

Section 9. Special Meetings.

Special meetings of the Board of Directors may be held at any time and place for any purpose or purposes, unless otherwise prescribed by the WSICL: on call of the member; on call of the Chair or Secretary; or on the written request of any two (2) or more directors.

Section 10. Meetings By Telephone or Other Communication Technology.

- (a) Any or all directors may participate in a regular or special meeting or in a committee meeting of the Board of Directors by, or conduct the meeting through the use of, telephone or any other means of communication by which either: (i) all

participating directors may simultaneously hear each other during the meeting or (ii) all communication during the meeting is immediately transmitted to each participating director, and each participating director is able to immediately send messages to all other participating directors.

- (b) If a meeting will be conducted through the use of any means described in subsection (a), all participating directors shall be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting.

Section 11. Notice and Waiver of Notice.

- (a) Notice. Notice of the date, time and place of any annual or special meeting shall be given by oral or written notice delivered personally to each director at least twenty-four (24) hours prior thereto, or by written notice given by other than personal delivery at least forty-eight (48) hours prior thereto. Notice shall be given in one of the methods described in Article IV hereof. The purpose of and the business to be transacted at any special meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting.
- (b) Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the WSICL or under the provisions of the Articles of Incorporation of the corporation or these Bylaws, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. Quorum.

During the period beginning on the Effective Date of these Amended and Restated Bylaws through the third annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws, quorum will require an attendance of two-thirds (2/3) of the directors. After the third annual meeting of the Board of Directors following the Effective Date of these Amended and Restated Bylaws, a majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 13. Manner of Acting.

The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the WSICL, the Articles of Incorporation of the corporation, or these Bylaws.



Section 14. Action by Written Consent of Directors.

Any action required by the Articles of Incorporation of the corporation or these Bylaws, or any provision of the WSICL, to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by two-thirds (2/3) of the directors entitled to vote with respect to the subject matter thereof, and if all of the directors entitled to vote with respect to the subject matter thereof are notified immediately of the text of the written consent and of its effective date and time. Such consent shall have the same force and effect as a vote of the Board of Directors taken at a meeting.

Section 15. Presumption of Assent.

A director of the corporation who is present at a meeting of the Board of Directors, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation 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 16. Compensation.

The Board of Directors, by the affirmative vote of a majority of the directors then in office and irrespective of any personal interest of any of its members, may approve reasonable compensation, if any, for all directors for services to this corporation as directors, after proposal by the sole corporate member or its designee. No arrangement for compensation or other employment benefits for any director, officer or employee with decision-making power may be made if it would: (i) measure the compensation or other benefits in whole or in part by any criteria that would create a financial inducement for him or her to act contrary to the best interests of the corporation; or (ii) have a tendency to make the corporation depend for continuance or soundness of operation upon continuation in his or her position of any director, officer or employee.

Section 17. Committees.

- (a) Appointment and Delegation. The Board of Directors, by resolution adopted by the affirmative vote of a majority of the full Board, may create one (1) or more major or other committees. Each major committee shall consist of ten (10) or more directors as members serving at the pleasure of the Board of Directors, and each committee other than a major committee shall consist of five (5) or more directors as members serving at the pleasure of the Board of Directors. To the extent provided in the resolution as initially adopted and as thereafter supplemented or amended by further resolution adopted by a like vote, a major committee may exercise the authority of the Board of Directors when the Board of Directors is not in session. The creation of a committee, delegation of authority to a committee or action by a committee does not relieve the Board of Directors or any of its members of any responsibility imposed on the Board of Directors or its members by law.