Exhibit 1

Exhibit to Form A filed on behalf of SSM Health Care Corporation and FPP, Inc., June 18, 2013

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

DEAN HEALTH SYSTEMS, INC.
(THE "COMPANY"),

SYNERGY SR, LLC, AS SHAREHOLDERS' REPRESENTATIVE
("SHAREHOLDERS' REPRESENTATIVE")

FPP, INC.
("BUYER"),

AND

FPP ACQUISITION CORPORATION
("MERGER SUB")

APRIL 15, 2013

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Exhibits

Schedules

[redacted]

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**"), dated as of April 15, 2013 (the "**Signing Date**"), is entered into by and among Dean Health Systems, Inc., a Wisconsin corporation (the "**Company**"), FPP, Inc., a Missouri corporation ("**Buyer**"), FPP Acquisition Corporation, a Wisconsin corporation and a direct, wholly owned subsidiary of Buyer ("**Merger Sub**"), and Synergy SR, LLC, a Wisconsin limited liability company, as representative of the Shareholders (as defined below) and not in its individual capacity (as more fully defined in Section 10.02 below, the "**Shareholders' Representative**"). The Company, Buyer, Merger Sub and Shareholders' Representative are each referred to in this Agreement as a "**Party**" and are collectively referred to in this Agreement as the "**Parties**".

RECITALS

WHEREAS, the Company is engaged in the Business (as defined below) and Buyer desires to acquire the Company, including the Business;

WHEREAS, Buyer owns all of the stock of Merger Sub;

WHEREAS, Buyer, Merger Sub, and the Company intend to effect the merger of Merger Sub with and into the Company (the "**Merger**") upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Wisconsin Business Corporation Law (the "**WBCL**"), upon the consummation of which Merger Sub will cease to exist and the Company will be the surviving entity;

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

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.01 Definitions. The following terms have the meanings specified or referred to in this Section 1.01:

"**Accounting Firm**" means Ernst & Young LLP or another nationally recognized accounting firm agreed upon in writing by Buyer and the Company.

"**Accounting Methodology**" means the accounting principles, practices, procedures, policies and methods (with consistent classifications, judgments, inclusions, exclusions and valuation and estimation methodologies) used and applied on a consistent basis by the Company in the preparation of the Balance Sheet.

"**Adjustment Time**" means 11:59 p.m. (Madison, Wisconsin time) on the last day of the calendar month immediately preceding the Closing Date.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Agreement**" has the meaning set forth in the preamble of this Agreement.

"**Allocation Schedule**" has the meaning set forth in Section 2.08(c).

"**Book-Entry Shares**" shall mean non-certificated shares of Capital Stock represented by book-entry.

"**Business**" means the collective activity of the Company and its Subsidiaries, including without limitation operation of a multispecialty physician group practice, physicians services, medical clinics, outpatient healthcare services, health insurance, pharmacy benefits management, ambulatory surgery centers and medical office buildings.

"**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks located in Madison, Wisconsin are authorized or required by Law to be closed for business.

"**Buyer**" has the meaning set forth in the preamble of this Agreement.

"**Buyer Balance Sheet**" has the meaning set forth in Section 5.03.

"**Buyer Balance Sheet Date**" has the meaning set forth in Section 5.03.

"**Buyer Closing Date Transaction**" means any transaction outside the ordinary course of business (except for transactions contemplated by this Agreement) engaged in by the Company or any Subsidiary on the Closing Date, which occurs after the Closing or at the direction of the Buyer including any transaction engaged in by the Buyer, the Company or any Subsidiary in connection with financing any obligation of the Buyer, the Company or any Subsidiary to make payment under this Agreement.

"**Buyer Financial Statements**" has the meaning set forth in Section 5.03.

"**Buyer Indemnified Parties**" has the meaning set forth in Section 8.02.

"**Buyer Insurance Policies**" has the meaning set forth in Section 5.05.

"**Buyer Material Adverse Effect**" means any event, occurrence, fact, condition or change that has a material adverse effect on (a) the business, results of operations, financial condition or assets of the Buyer, taken as a whole, or (b) the ability of the Buyer to consummate the Transactions; provided, however, that "Buyer Material Adverse Effect" shall not include any event, occurrence, fact, condition, circumstance or change, directly or indirectly, arising out of, attributable to or relating to: (i) any changes, conditions, effects or circumstances in the United States or foreign economies or financial, banking or securities markets (including any disruption thereof or any decline in the price of any security or any market index); (ii) any national or

international political or social conditions, changes, effects or circumstances, including acts of terrorism or war (whether or not declared); (iii) any changes, conditions, effects or circumstances caused by or relating to any natural or man-made disaster or other acts of God (other than such disasters or other acts of God directly and disproportionately affecting Buyer); (iv) any changes in GAAP (or in the enforcement or interpretations thereof); (v) any changes in any Law or other binding directives issued by any Governmental Entity (or in the enforcement or interpretations thereof); (vi) any change, condition, effect or circumstance that is generally applicable to the industries or markets in which the Buyer operates; (vii) any failure by the Buyer to meet any internal or published projections, forecasts or revenue or earnings predictions for any period; (viii) any change, condition, effect or circumstance resulting from the negotiation, execution, announcement or performance of this Agreement, any of the Transaction Documents or the Transactions, including the consummation of the Transactions or the identity of Company; (ix) any change, condition, effect or circumstance resulting from an action required or permitted by this Agreement or the other Transaction Documents; or (x) any matter of which Company is aware on the date of this Agreement.

"**Buyer Schedule Supplement**" has the meaning set forth in Section 6.04(b).

"**Buyer's Disclosure Schedules**" means the Buyer's Disclosure Schedules delivered by the Buyer concurrently with the execution and delivery of this Agreement, as supplemented or amended by the Buyer pursuant to Section 6.04(b).

"**Buyer's Knowledge**" or any other similar knowledge qualification relating to the Buyer, means, as to a particular matter, (i) the actual knowledge of those persons listed on Section 1.01-A of the Buyer's Disclosure Schedules, and (ii) all facts that any of such individuals should have known with respect to the matters at hand based on such individual's position with the Buyer but without inquiry.

"**Capital Stock**" means the Class A Common Stock, the Class B Common Stock, the Class S-1 Common Stock, the Class C Preferred Stock, the Class R Preferred Stock, and the Class S-2 Preferred Stock.

"**Cash and Cash Equivalents**" means, without duplication, the aggregate amount of cash, cash equivalents and marketable securities of the Company, the Covered Subsidiaries and the Unconsolidated Subsidiaries (but (i) limited as to any Covered Subsidiary or Unconsolidated Subsidiary to the Company's ownership percentage of such Covered Subsidiary or Unconsolidated Subsidiary, as applicable, and (ii) excluding completely from the calculation all cash, cash equivalents and marketable securities attributable to DHI and its Subsidiaries) as of the Adjustment Time, determined in accordance with GAAP and, to the extent consistent with GAAP, the Accounting Methodology.

"**Cash Compensation**" means compensation for clinical activities including patient care; incentive bonuses related to quality, service, efficiency, financial and other measures; advanced practitioner supervisory stipends; research; call coverage; clinical medical directorships and travel stipends.

"**Certificate of Merger**" has the meaning set forth in Section 2.04.

"**Claim**" means any suit, litigation, arbitration, claim, audit, action or proceeding.

"**Class A Common Stock**" means the Class A Common Stock of the Company, no par value per share.

"**Class B Common Stock**" means the Class B Common Stock of the Company, no par value per share.

"**Class C Preferred Stock**" means the Class C Preferred Stock of the Company, no par value per share.

"**Class R Preferred Stock**" means the Class R Preferred Stock of the Company, no par value per share.

"**Class S-1 Common Stock**" means the Class S-1 Common Stock of the Company, no par value per share, all of which is owned by SSM Health Care Corporation, an Affiliate of Buyer.

"**Class S-2 Preferred Stock**" means the Class S-2 Preferred Stock of the Company, no par value per share, all of which is owned by SSM Health Care Corporation, an Affiliate of Buyer.

"**Closing**" has the meaning set forth in Section 2.04.

"**Closing Capital for DHI**" means the amount of statutory capital of DHI and its Subsidiaries as of the Adjustment Time, determined on a basis consistent with the rules of OCI, but with the modification that the Surplus Notes shall be deducted as liabilities and not treated as statutory capital, and provided further that such amount of statutory capital, as modified, shall be limited to the Company's ownership percentage of DHI and its Subsidiaries.

"**Closing Date**" has the meaning set forth in Section 2.04.

"**Closing Indebtedness**" means, without duplication, the aggregate amount of Indebtedness of the Company, the Covered Subsidiaries and the Unconsolidated Subsidiaries (but (i) limited as to any, as applicable, Covered Subsidiary or Unconsolidated Subsidiary, to the Company's ownership percentage of such Covered Subsidiary or Unconsolidated Subsidiary, as applicable, and (ii) excluding completely from the calculation all Indebtedness attributable to DHI and its Subsidiaries) as of the Adjustment Time, determined in accordance with GAAP and, to the extent consistent with GAAP, the Accounting Methodology.

"**Closing Statement**" has the meaning set forth in Section 3.01(b)(i).

"**Closing Working Capital**" means the Net Working Capital of the Company as of the Adjustment Time, determined in accordance with Section 3.01(e) and on a basis consistent with the form and methodology of Schedule 3.01(e).

"**CMS**" means the Centers for Medicare and Medicaid Services, the federal agency responsible for administration of the Medicare program.

"**COBRA**" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state Law.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Common Stock**" means the Class A Common Stock, the Class B Common Stock, and the Class S-1 Common Stock.

"**Company**" has the meaning set forth in the recitals to this Agreement.

"**Company Balance Sheet**" has the meaning set forth in Section 4.05.

"**Company Balance Sheet Date**" has the meaning set forth in Section 4.05.

"**Company Current Tax Liability**" means the amount of the current liability for Taxes of the Company as of the Adjustment Time calculated in accordance with the provisions of Section 6.02, and shall include the amount of payroll Taxes payable by the Company as the result of the treatment of any portion of the Merger Consideration payable to Physician Shareholders as Compensation Income.

"**Company Financial Statements**" has the meaning set forth in Section 4.05.

"**Company Insurance Policies**" has the meaning set forth in Section 4.13.

"**Company Intellectual Property**" has the meaning set forth in Section 4.12(a).

"**Company Material Adverse Effect**" means any event, occurrence, fact, condition or change that has a material adverse effect on (a) the business, results of operations, financial condition or assets of the Company and the Covered Subsidiaries, taken as a whole, or (b) the ability of the Company to consummate the Transactions; provided, however, that "Company Material Adverse Effect" shall not include any event, occurrence, fact, condition, circumstance or change, directly or indirectly, arising out of, attributable to or relating to: (i) any changes, conditions, effects or circumstances in the United States or foreign economies or financial, banking or securities markets (including any disruption thereof or any decline in the price of any security or any market index); (ii) any national or international political or social conditions, changes, effects or circumstances, including acts of terrorism or war (whether or not declared); (iii) any changes, conditions, effects or circumstances caused by or relating to any natural or man-made disaster or other acts of God (other than such disasters or other acts of God directly and disproportionately affecting the Company and the Covered Subsidiaries); (iv) any changes in GAAP (or in the enforcement or interpretations thereof); (v) any changes in any Law or other binding directives issued by any Governmental Entity (or in the enforcement or interpretations thereof); (vi) any change, condition, effect or circumstance that is generally applicable to the industries or markets in which the Company operates; (vii) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period; (viii) any change, condition, effect or circumstance resulting from the negotiation, execution, announcement or performance of this Agreement, any of the Transaction Documents or the Transactions, including the consummation of the Transactions or the identity of Buyer; (ix) any change, condition, effect or circumstance resulting from an action required or permitted by this Agreement or the other Transaction Documents; or (x) any matter of which Buyer is aware on the date of this Agreement.

"**Company Schedule Supplement**" has the meaning set forth in Section 6.04(a).

"**Company Shareholders' Meeting**" has the meaning set forth in Section 6.12(h).

"**Company Stock Certificate**" has the meaning set forth in Section 2.09.

"**Company's Disclosure Schedules**" means the Company's Disclosure Schedules delivered by the Company concurrently with the execution and delivery of this Agreement, as supplemented or amended by the Company pursuant to Section 6.04(a).

"**Company's Knowledge**" or any other similar knowledge qualification relating to the Company, means, as to a particular matter, (i) the actual knowledge of those persons listed on Section 1.01-B of the Company's Disclosure Schedules, and (ii) all facts that any of such individuals should have known with respect to the matters at hand based on such individual's position with the Company but without inquiry.

"**Compensation Income**" means that portion of the Merger Consideration payable to the Physician Shareholders that is required to be treated for federal or state income tax purposes as taxable compensation income to the applicable Physician Shareholder and deductible by the Company (without regard to the timing of any such deduction).

"**Confidentiality Agreement**" means the Confidentiality Agreement, dated November, 2011, between SSM Health Care Corporation and the Company.

"**Consultation Period**" has the meaning set forth in Section 3.01(b)(ii).

"**Continuing Employees**" has the meaning set forth in Section 6.07(a).

"**Covered Subsidiary**" means any Affiliate of the Company in which the Company directly, or indirectly through another Covered Subsidiary, owns fifty percent (50%) or more of the equity interest in such Affiliate immediately prior to the Closing.

"**Current Tax Liability Statement**" has the meaning set forth in Section 3.01(b)(iii).

"**Current Tax Liability Statement Consultation Period**" has the meaning set forth in Section 3.01(b)(iii).

"**Current Tax Liability Statement Disputed Objection**" has the meaning set forth in Section 3.01(b)(iii).

"**Current Tax Liability Statement Objection**" has the meaning set forth in Section 3.01(b)(iii).

"**Current Tax Liability Statement Objection Notice**" has the meaning set forth in Section 3.01(b)(iii).

"**Current Tax Liability Statement Review Period**" has the meaning set forth in Section 3.01(b)(iii).

"**Deductible Amount**" means [redacted] Dollars ($[redacted]).

"**DHI and its Subsidiaries**" means Dean Health Insurance, Inc., Dean Health Plan, Inc., Navitus Health Solutions, LLC and DeanCare Insurance Agency, Inc.

"**Direct Claim**" has the meaning set forth in Section 8.05(c).

"**Direct Claim Notice**" has the meaning set forth in Section 8.05(c).

"**Direct Claim Response Period**" has the meaning set forth in Section 8.05(c).

"**Disclosure Schedules**" means the Buyer's Disclosure Schedules and the Company's Disclosure Schedules.

"**Disputed Objection**" has the meaning set forth in Section 3.01(b)(ii).

"**Dissenting Shares**" has the meaning set forth in Section 2.12.

"**Dollars or $**" means the lawful currency of the United States.

"**Effective Time**" has the meaning set forth in Section 2.04.

"**Employee Benefit Plan**" means each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and each other employee benefit plan, program or arrangement that the Company maintains, sponsors or contributes to, or to which the Company has any liability to contribute, including any severance, retention, employment, or change-of-control agreement, program, policy, commitment or other arrangement maintained by the Company or to which the Company is a party.

"**Environmental Claim**" means any Claim by any Person alleging liability of whatever kind or nature arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"**Environmental Law**" means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

"**Environmental Notice**" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**ERISA Affiliate**" means any entity that would be deemed a "single employer" with the Company under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"**Escrow Account**" means the escrow account to be established by the Escrow Agent under the Escrow Agreement.

"**Escrow Agent**" means U.S. Bank National Association.

"**Escrow Agreement**" means the escrow agreement in the form mutually approved by the Parties to be entered into among Buyer, Shareholders' Representative and the Escrow Agent at Closing. The Parties intend that the Escrow Agreement will provide that (i) on the date that is nine (9) months after the Closing Date, 50% of the Escrow Amount (plus any earnings on the Escrow Amount) less the amount of any pending claims for which a Third-Party Claim Notice or a Direct Claim Notice has been received prior to such date and less any Extraordinary Physician Departure Adjustment Amount payable under Section 2.08(b) will be distributed to Shareholders' Representative and (ii) on the date that is eighteen (18) months after the Closing Date, the amount remaining in the Escrow Account less the amount of any pending claims for which a Third-Party Claim Notice or a Direct Claim Notice has been received prior to such date and less any Extraordinary Physician Departure Adjustment Amount payable under Section 2.08(b) will be distributed to, or at the direction of, Shareholders' Representative.

"**Escrow Amount**" means [redacted] Dollars ($[redacted]).

"**Estimated Closing Statement**" has the meaning set forth in Section 3.01(a).

"**Estimated Merger Consideration**" has the meaning set forth in Section 3.01(a).

"**Expiration Date**" means a date one hundred eighty (180) days after Signing Date, provided that if the Company Shareholders' Meeting occurs more than fifty (50) days after the Signing Date, the Expiration Date shall be extended by one (1) day for each day that the Company Shareholders' Meeting occurs after such fiftieth (50th) day.

"**Extraordinary Physician Departure Adjustment Amount**" has the meaning set forth in Section 2.08(b).

"**Federal Health Care Programs**" has the meaning set forth in Section 4.18(b)(i).

"**Final Merger Consideration**" has the meaning set forth in Section 3.01(d)(i).

"**Form A**" means an insurance regulatory filing, including any amendments thereto, filed by the Company pursuant to the Insurance Acquisition of Control Statute in order to obtain approval from the OCI for a change in control of the Company.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governing Documents**" means, with respect to any Person that is a corporation, its articles or certificate of incorporation or memorandum and articles of association, as the case may be, and bylaws; with respect to any Person that is a partnership, its certificate of partnership and partnership agreement; with respect to any Person that is a limited liability company, its

certificate of formation and limited liability company or operating agreement; with respect to any Person that is a trust or other entity, its declaration or agreement of trust or constituent document; and with respect to any other Person, its comparable organizational documents.

"**Governmental Entity**" means any (i) federal, state, local, municipal, foreign or other government, (ii) governmental or quasi-governmental entity of any nature (whether federal, state, local, municipal, foreign, multinational or international, including any governmental agency, branch, department, official, or entity and any court or other tribunal (including the OCI)) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

"**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"**Healthcare Regulatory Laws**" has the meaning set forth in Section 4.18(a).

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Indebtedness**" means, without duplication, as of any time with respect to any Person, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, any obligations of the Company, any Covered Subsidiary or any Unconsolidated Subsidiary consisting of (i) indebtedness for borrowed money, indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money or for the deferred or contingent purchase price of property (but excluding (x) any trade payables and accrued expenses arising in the ordinary course of business and (y) any deferred or contingent purchase price of property or services due in accordance with and pursuant to the agreements listed on Section 1.01-C of the Disclosure Schedules), (ii) indebtedness evidenced by any note, bond, debenture or other debt security, (iii) obligations in respect of any financial hedging arrangements or agreements, (iv) all obligations arising under letters of credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments to the extent drawn against, (v) obligations as lessee or lessees under leases that have been recorded as capital leases in accordance with GAAP, (vi) termination payment obligations of the Company, any Covered Subsidiary or any Unconsolidated Subsidiary with respect to any interest rate swap agreement that the Company, the Covered Subsidiary or the Unconsolidated Subsidiary makes an election prior to the Closing to terminate and any interest rate swap agreement that is required by the counterparty thereunder to be terminated as a result of the closing of the Transactions, (vii) the amount of noncurrent deferred income tax liabilities of the Company, any Covered Subsidiary and any Unconsolidated Subsidiary, (viii) any other long-term liabilities on the Company's Interim Balance Sheet not otherwise covered above, and (ix) all guarantees in respect of clauses (i) through (viii); provided, however, that, for the avoidance of doubt, "Indebtedness" shall not include any obligation under any operating lease.

"**Indemnified D&O Parties**" has the meaning set forth in Section 6.10(a).

"**Indemnified Party**" means the Buyer Indemnified Party or the Seller Indemnified Party, as applicable, making a Claim for indemnification pursuant to Article VIII.

"**Indemnifying Party**" means (i) in the case of a Claim for indemnification pursuant to Article VIII made by a Buyer Indemnified Party, the Shareholders acting through the Shareholders' Representative or (ii) in the case of a Claim for indemnification pursuant to Article VIII made by a Seller Indemnified Party, Buyer.

"**Insurance Acquisition of Control Statute**" means Section 611.72 of the Wisconsin Statutes.

"**Intellectual Property**" means any and all: (i) trademarks and service marks, including all applications and registrations and goodwill related to the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; and (v) internet domain name registrations.

"**Law**" means any federal, state, local, municipal, foreign, international, multinational or other administrative order, code, constitution, law, ordinance, principle of common law, rule, regulation, statute or treaty.

"**Lien**" means any mortgage, pledge, security interest, encumbrance, easement, reservation, restriction, right of way, option, right of first refusal, lien or charge, in each case other than Permitted Liens.

"**Loss**" or "**Losses**" means actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees (other than fees, expenses or costs of in-house counsel or other employees); provided, however, "Loss" or "Losses" shall not include any punitive, incidental, consequential, special or indirect damages, losses, liabilities, costs or expenses (including loss of future revenue or income, loss of business reputation or opportunity, diminution of value or any damages, losses, liabilities, costs or expenses based on any type of multiple).

"**Material Contracts**" has the meaning set forth in Section 4.07(a).

"**Material Health Regulatory Permits**" has the meaning set forth in Section 4.18(e).

"**Merger**" has the meaning set forth in the Recitals of this Agreement.

"**Merger Consideration**" has the meaning set forth in Section 2.08(a).

"**Merger Consideration Closing Amount**" means an amount equal to (i) the Estimated Merger Consideration, minus (ii) the Escrow Amount, minus (iii) the Shareholders' Representative Amount, and minus (iv) federal and state withholding taxes withheld pursuant to Section 2.10(g).

"**Multiemployer Plan**" has the meaning set forth in Section 3(37) of ERISA.

"**Net Working Capital**" means the amount calculated, without duplication, as (i) the current assets of the Company, the Covered Subsidiaries and the Unconsolidated Subsidiaries (but (x) limited as to any Covered Subsidiary or Unconsolidated Subsidiary to the Company's ownership percentage of such Covered Subsidiary or Unconsolidated Subsidiary, as applicable, and (y) excluding completely from the calculation all current assets attributable to DHI and its Subsidiaries), minus (ii) the Cash and Cash Equivalents, minus (iii) the current liabilities of the Company, the Covered Subsidiaries and the Unconsolidated Subsidiaries (but (x) limited as to any Covered Subsidiary or Unconsolidated Subsidiary to the Company's ownership percentage of such Covered Subsidiary or Unconsolidated Subsidiary, as applicable, and (y) excluding completely from the calculation all current liabilities attributable to DHI and its Subsidiaries, and (z) also excluding completely from the calculation any liability included in the calculation of Closing Indebtedness), minus (iv) the Transaction Expenses, all determined on a basis consistent with the form and methodology set forth on Schedule 3.01(e). The foregoing calculations shall be performed on a basis excluding completely from the calculation (1) any amounts for Taxes receivable by or refundable to the Company (such amounts of Taxes of the Company are to be determined and to be received as a refund of Taxes by the Shareholders pursuant to the provisions of Section 6.02 or included in Merger Consideration as a Projected Pre-Closing Tax Receivable), and (2) any current amounts for Taxes payable by the Company (such amounts of Taxes of the Company are to be determined pursuant to the provisions of Section 6.02 and treated as the Company Current Tax Liability).

"**New Plans**" has the meaning set forth in Section 6.07(a).

"**Objection**" has the meaning set forth in Section 3.01(b)(ii).

"**Objection Notice**" has the meaning set forth in Section 3.01(b)(ii).

"**OCI**" means the Office of the Wisconsin Commissioner of Insurance.

"**Party**" or "**Parties**" has the meaning set forth in the preamble of this Agreement.

"**Paying Agent**" has the meaning set forth in Section 2.10(a).

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, and consents required to be obtained from Governmental Entities.

"**Permitted Liens**" means (i) mechanic's, materialmen's, carriers', repairers' and other Liens arising or incurred in the ordinary course of business for amounts that are not yet delinquent or are being contested in good faith, (ii) Liens for Taxes, assessments or other governmental charges not yet due and payable or that are being contested in good faith or for which adequate accruals or reserves have been established, (iii) encumbrances and restrictions on real property (including easements, covenants, conditions, rights of way and similar restrictions) that do not materially interfere with the Company's present uses or occupancy of such real property, (iv) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property, (v) matters that would be disclosed by an accurate survey or inspection of the real property, (vi) Liens arising under original purchase price conditional sales contracts and capital leases for equipment with third parties entered into in the ordinary course of business provided that all such amounts are counted as Closing Indebtedness,

(vii) other imperfections of title or Liens, if any, that have not had, and would not have, a Company Material Adverse Effect, (viii) any non-exclusive license of Intellectual Property or Company Intellectual Property, and (ix) Liens described on Section 1.01-D of the Company's Disclosure Schedules.

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

"**Physician Shareholder**" means each Shareholder who is also a physician (including without limitation all employed physicians and retired physicians).

"**Post-Closing Straddle Period**" has the meaning set forth in Section 6.02(b)(ii).

"**Post-Closing Taxable Period**" means any taxable period (or portion thereof) ending after the Closing Date.

"**Pre-Closing Straddle Period**" has the meaning set forth in Section 6.02(b)(ii).

"**Pre-Closing Tax Refund**" has the meaning set forth in Section 6.02(d)(i)(A).

"**Pre-Closing Taxable Period**" means any taxable period (or portion thereof) ending on or prior to the Closing Date.

"**Preferred Stock**" means the Class C Preferred Stock, the Class R Preferred Stock and the Class S-2 Preferred Stock.

"**Projected Pre-Closing Tax Receivable**" means, calculated as of the Adjustment Time, (i) ninety percent (90%) of the amount (if any) by which the estimated federal or state income Taxes paid by the Company with respect to any taxing jurisdiction are in excess of the amount of such Taxes reasonably projected to be due with respect to the Pre-Closing Taxable Period commencing January 1, 2013 (taking into account any projected benefit of the Transaction Tax Deductions and the deduction for Compensation Income anticipated for such Pre-Closing Taxable Period), plus (ii) one hundred percent (100%) of any other Pre-Closing Tax Refund.

"**Proxy Materials**" has the meaning set forth in Section 6.12(h).

"**Release**" means any release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment.

"**Review Period**" has the meaning set forth in Section 3.01(b)(ii).

"**Seller Indemnified Parties**" has the meaning set forth in Section 8.03.

"**Shareholders**" means the registered holders of all outstanding Capital Stock.

"**Shareholders' Representative**" has the meaning set forth in Section 10.02.

"**Shareholders' Representative Amount**" means [redacted] Dollars ($[redacted]) or such greater amount as the Company determines prior to the Closing in its reasonable discretion.

"**Straddle Period**" has the meaning set forth in Section 6.02(b)(ii).

"**Straddle Returns**" has the meaning set forth in Section 6.02(b)(ii).

"**Subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"**Surplus Notes**" means the promissory notes of Dean Health Plan, Inc. payable to St. Vincent Hospital of the Hospital Sisters of the Third Order of St. Francis and Prevea Health Services, Inc. in the aggregate original principal amount of [redacted] Dollars ($[redacted]).

"**Surviving Corporation**" has the meaning set forth in Section 2.01.

"**Target Capital for DHI**" means the amount that achieves a minimum risk-based capital ratio (i.e., the ratio of the statutory surplus of DHI and its Subsidiaries to their Authorized Control Level (as determined by OCI, but which Authorized Control Level shall in no event be an amount less than [redacted] Dollars ($[redacted])) of [redacted] percent ([redacted]%) as determined as of the Adjustment Time, and provided further that such amount shall be limited to the Company's ownership percentage of DHI and its Subsidiaries.

"**Target Working Capital**" means T[redacted] Dollars ($[redacted]).

"**Tax Reduction**" means any Tax refund (including related interest received from the applicable Governmental Entity) or any Tax credit or deduction that results in a reduction in Taxes paid by Buyer, the Company or any of their respective Affiliates.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Taxes**" means all federal, state, local or foreign income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, property (real or personal) or other tax, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Third-Party Claim**" has the meaning set forth in Section 8.05(a).

"**Third-Party Claim Notice**" has the meaning set forth in Section 8.05(a).

"**Transaction Documents**" means this Agreement, the Escrow Agreement and each agreement, certificate, document or instrument to be executed in connection herewith or therewith.

"**Transaction Expenses**" means, without duplication, the collective amount due and payable by the Company for all out of pocket costs and expenses incurred by the Company or by or on behalf of the Shareholders' Representative (to the extent such amount is not paid prior to the Closing) and, on or following the Closing, but only as to amounts fully reflected on the Closing Statement, is a liability of the Company in connection with the consummation of the Transactions, including (a) the fees and expenses of legal counsel, financial advisors, accountants and tax advisors to the Company relating thereto, (b) any "look-back" payment made with respect to any former Shareholder, (c) any transaction bonuses awarded to shareholder track physicians, (d) any gross-up payments approved by the Company prior to Closing with respect to excise taxes payable on excess parachute payments under Section 280G of the Code, and (e) any stay bonuses or severance, transaction bonuses, phantom stock payments, termination, change in control, retention or similar payments or benefits payable to any employee of the Company on account of the entry into this Agreement or the consummation of the Transactions other than payments (i) payable, whether prior to, on or after Closing, as a result of Buyer offering, or Buyer directing the Company to offer, any such payment or benefit to any employee of the Company or (ii) potentially payable following Closing that would be triggered by a termination of employment (A) by the Company following the Closing without "cause" (as such term may be defined or any similar term or concept may be defined or contained in any agreement between such employee and the Company), or (B) by an employee for "good reason" or "constructive discharge" (as either such term may be defined or any similar term or concept may be defined or contained in any agreement between such employee and the Company). A sum equal to the aggregate amount of any contingent Transaction Expenses reflected on the Closing Statement which have not been paid at or prior to Closing (*e.g.*, stay bonuses, transaction bonuses, or phantom stock payments which have not yet been earned as of the Closing Date; or gross-up payments due on account of excess parachute payments which have not yet been paid as of the Closing Date) shall be set aside by the Buyer and held by the Company as a reserve to pay such contingent Transaction Expenses if and when all conditions to payment thereof have been satisfied. In the event the conditions to payment of any such contingent Transaction Expenses have not been satisfied by the applicable deadline, such that any portion of such contingent Transactions Expenses is no longer a contingent liability of the Company, then the Company shall, within thirty (30) days after the expiration of such deadline, pay such portion of the contingent Transaction Expenses to the Shareholders' Representative on behalf of the Shareholders. Any Transaction Expenses not reflected on the Closing Statement shall be payable from the Escrow Account or from other amounts payable to the Shareholders' Representative hereunder.

"**Transaction Tax Deductions**" means any item of loss, credit or deduction permitted under applicable tax law relating to, or arising from any Transaction Expenses.

"**Transactions**" means the transactions contemplated by the Transaction Documents.

"Unconsolidated Subsidiary" means any direct or indirect Subsidiary of the Company whose financial results are not consolidated with the results of the Company on the Company Financial Statements described in Section 4.05. As of the Signing Date the only Unconsolidated Subsidiaries of the Company are St. Marys Dean Ventures, Incorporated, a Wisconsin corporation, SMDV Office Building, LLC, a Wisconsin limited liability company, Wisconsin Integrated Information Technology and Telemedicine Systems, L.L.C., a Wisconsin limited liability company, and Dean Clinic and St. Mary's Hospital Accountable Care Organization, LLC, a Wisconsin limited liability company.

"**Waived 280G Benefit**" has the meaning set forth in Section 6.12(j).

"**WARN Act**" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

"**WBCL**" means the Wisconsin Business Corporation Law.

"**wRVU**" means work relative value unit.

"**wRVU Average**" means the annual consolidated average dollars per wRVU, rounded to the nearest whole dollar amount, paid as Cash Compensation to physicians employed by the Company (but excluding American Society of Anesthesiologists relative values (ASA units)) as determined by reference to the wRVU Sources.

"**wRVU Period**" has the meaning set forth in Section 6.08(c).

"**wRVU Sources**" means the 2012 National Physician Fee Schedule Relative Value File published by CMS on November 1, 2011, the 2012 Relative Values for Physician File published by OptumInsight on December 14, 2011, and with respect to CPT codes to which wRVUs are not assigned by either of the CMS or OptumInsight materials, wRVUs calculated by the Company from similar codes with values provided by CMS or OptumInsight.

Section 1.02 Interpretation. For purposes of this Agreement (and the Disclosure Schedules), (a) the words "including", "include" and "includes" shall be deemed to be followed by the words "without limitation", (b) the word "or" is not exclusive (and shall be construed in the inclusive sense of "and/or"), (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) the words "herein," "hereof," "hereby," "hereto" or "hereunder" refer to this Agreement (including the Disclosure Schedules and Exhibits to this Agreement) as a whole, (e) definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined, (f) accounting terms used but not otherwise defined herein shall have the meanings given to them under GAAP, and (g) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Any reference in this Agreement to a "day" or a number of "days" (without explicit reference to Business Days) shall be interpreted as a reference to a calendar day or number of calendar days. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. Unless the context otherwise requires, references in this Agreement: (A) to Articles, Sections, Exhibits and Disclosure Schedules mean the Articles and Sections of, and the Exhibits and Disclosure Schedules attached to, this Agreement; (B) to an agreement, instrument or other document means

such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement; and (C) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Disclosure Schedules and Exhibits referred to in this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any capitalized terms used in any of the Disclosure Schedules or Exhibits to this Agreement, but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any fact or item disclosed in any Section or portion of the Disclosure Schedules shall be deemed disclosed on all other Sections and portions of the Disclosure Schedules to which it is readily apparent that such fact or item applies. Any fact or item disclosed on any Section or portion of the Disclosure Schedules shall not by reason only of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement. Titles to Articles and headings of Sections in this Agreement or any of the Disclosure Schedules or Exhibits to this Agreement and the table of contents to this Agreement are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement or any of the Disclosure Schedules or Exhibits to this Agreement. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the Parties, each Party confirms that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

ARTICLE II
THE MERGER

Section 2.01 The Merger. Upon the terms and conditions hereof, and in accordance with the provisions of the WBCL, Merger Sub shall be merged at the Effective Time with and into the Company. The Company shall be the surviving corporation in the Merger and shall continue its existence under the laws of Wisconsin (the "**Surviving Corporation**"). Upon consummation of the Merger, the separate corporate existence of Merger Sub shall terminate.

Section 2.02 Plan of Merger. This Agreement shall constitute a Plan of Merger for the Merger for purposes of the WBCL.

Section 2.03 Effect. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the WBCL.

Section 2.04 Closing; Effective Time. The consummation of the Transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Foley & Lardner LLP, Madison, Wisconsin, at 10:00 a.m. Central time on or before the Expiration Date, or such earlier date as agreed upon by the Company and Buyer (the "**Closing Date**"), which shall be no later than the first Business Day of a calendar month which is at least two (2) Business Days after the satisfaction or waiver of the conditions set forth in Article VII hereof (other than those conditions that by their nature are to be satisfied at the Closing, provided that such conditions would be satisfied at the Closing). Contemporaneously with the Closing, the parties hereto shall cause a properly executed certificate of merger (the "**Certificate of Merger**") conforming to the requirements of the WBCL to be filed with the Wisconsin Department of Financial Institutions. The Merger shall become effective (the "**Effective Time**") at the time the

Certificate of Merger with respect thereto is filed with the Wisconsin Department of Financial Institutions or such later time as may be specified in the Certificate of Merger in accordance with the WBCL.

Section 2.05 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time and until thereafter changed or amended as provided therein or by applicable law.

Section 2.06 Bylaws of the Surviving Corporation. The Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

Section 2.07 Directors and Officers of the Surviving Corporation. The directors and officers of the Surviving Corporation immediately after the Effective Time shall be the individuals who are the directors and officers of Merger Sub immediately prior to the Effective Time.

Section 2.08 Merger Consideration; Extraordinary Physician Departure Adjustment Allocation Schedule; Conversion of Shares.

(a) The aggregate consideration to be paid in the Merger in respect of the shares of Capital Stock (and rights thereto) outstanding immediately prior to the Effective Time shall be an amount equal to the sum of (i) [redacted] Dollars ($[redacted]), plus (ii) the amount of Cash and Cash Equivalents, plus (iii) the amount (if any) by which Closing Working Capital exceeds Target Working Capital, minus (iv) the amount (if any) by which Target Working Capital exceeds Closing Working Capital, plus (v) the amount (if any) by which Closing Capital for DHI exceeds Target Capital for DHI, minus (vi) the amount (if any) by which Target Capital for DHI exceeds Closing Capital for DHI, minus (vii) the amount of Closing Indebtedness; minus (viii) the amount (if any) of the Company Current Tax Liability; and plus (ix) the amount (if any) of the Projected Pre-Closing Tax Receivable (the "**Merger Consideration**").

(b) The Merger Consideration to be paid by Buyer has been based in part upon the continued existence of a stable complement of physician employees at the Company. In the event that at any time prior to the date which is eighteen (18) months after the Closing Date there has occurred the non-permitted termination of employment with the Company of sixty (60) or more physicians who were employed by the Company as of the Signing Date, then Buyer shall be permitted to immediately withdraw [redacted] Dollars ($[redacted]) from the Escrow Account (the "**Extraordinary Physician Departure Adjustment Amount**"). Neither the Shareholders nor the Shareholders' Representative shall have any personal liability for payment of the Extraordinary Physician Departure Adjustment Amount. For purposes of determining whether the non-permitted termination of employment with the Company of sixty (60) or more physicians who were employed by the Company as of the Signing Date has occurred, any of the following reasons for termination of employment shall not be counted: (i) death of the employed physician, (ii) disability of the employed physician causing cessation of medical practice, (iii) retirement of the employed physician from medical practice after attaining the age of sixty (60), (iv) relocation by the employed physician of his or her medical practice outside the

combined area consisting of Dane, Rock and Sauk Counties, Wisconsin, or (v) termination of the employed physician by the Company.

(c) On or before the Closing Date, the Company shall prepare and deliver to Buyer a schedule setting forth the portion of the Merger Consideration payable upon consummation of the Merger in respect of each share of Capital Stock (as finally determined, the "**Allocation Schedule**"). The Allocation Schedule shall be determined consistent with the calculation set forth in Schedule 1 attached hereto.

(d) At the Effective Time, by virtue of the Merger and without any further action on the part of Buyer, Merger Sub, the Company or any Shareholder of the Company:

(i) any shares of Capital Stock then held by the Company or any Subsidiary of the Company (or held in the Company's treasury) shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(ii) all shares of the Capital Stock issued and outstanding immediately prior to the Effective Time (other than shares which are cancelled and retired as described in Section 2.08(d)(i) above) shall be converted into the right to receive the portion of the Merger Consideration set forth herein with respect thereto, which shall be payable as provided in Section 2.10 herein upon the surrender of Company Stock Certificates formerly representing such shares of Capital Stock;

(iii) any other equity security of the Company, and any security of the Company convertible into or exchangeable for any equity security of the Company, and any options or other rights to acquire equity securities or securities convertible into or exchangeable for equity securities of the Company shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor; and

(iv) each share of the common stock, $1.00 par value per share, of Merger Sub then outstanding shall be converted into one validly issued and fully paid share of Company Common Stock.

Section 2.09 End of Rights as Securityholders; Closing of the Company's Transfer Books. At the Effective Time: (a) all shares of Capital Stock outstanding immediately prior to the Effective Time shall automatically be cancelled and retired and shall cease to exist, and all registered holders of certificates representing shares of Capital Stock (each, a "**Company Stock Certificate**") that were outstanding immediately prior to the Effective Time shall cease to have any rights as Shareholders of the Company; and (b) the stock transfer books of the Company shall be closed with respect to all shares of Capital Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Capital Stock shall be made on such stock transfer books after the Effective Time.

Section 2.10 Surrender of Certificates, Distribution of Merger Consideration.

(a) Paying Agent. Prior to the Effective Time, Buyer shall designate, and enter into an agreement with, such bank or trust company reasonably acceptable to Company to act as paying agent in the Merger (the "**Paying Agent**"), which agreement shall provide that Buyer shall deposit or cause to be deposited with the Paying Agent in trust for the benefit of the holders

of record of Capital Stock cash in an amount sufficient to effect payment of the Merger Consideration (less amounts withheld for federal and state withholding Taxes with respect to the Compensation Income) to which registered holders of Capital Stock are entitled pursuant to Section 2.08 and Article III.

(b) Payment Procedures. Promptly, but in no event later than three (3) Business Days, after the Effective Time, Buyer or Surviving Corporation shall cause the Paying Agent to mail to each holder of record of a Company Stock Certificate or Book-Entry Shares that immediately prior to the Effective Time represented shares of Capital Stock that were converted into the right to receive the Merger Consideration pursuant to Section 2.08 (i) a letter of transmittal (which shall be in customary form and have such other provisions as Buyer and Company shall reasonably agree, and (ii) instructions for use in effecting the surrender of the Company Stock Certificate or Book-Entry Shares in exchange for the Merger Consideration. Upon surrender to the Paying Agent or to such other agent or agents as Buyer may appoint of a Company Stock Certificate or an "agent's message" in respect of Book-Entry Shares, together with such letter of transmittal, duly executed and completed, and such other documents as the Paying Agent may reasonably require, the holder of such Capital Stock shall be entitled to receive the Merger Consideration in exchange for each share of Capital Stock formerly represented by such Company Stock Certificate or Book-Entry Shares, and the Company Stock Certificate and Book-Entry Shares so surrendered shall forthwith be cancelled. No interest shall be paid or accrue on the Merger Consideration. If any portion of the Merger Consideration is to be made to a Person other than the Person in whose name the applicable surrendered Company Stock Certificate is registered, then it shall be a condition to the payment of such Merger Consideration that (1) the Company Stock Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and (2) the Person requesting such payment shall have (A) paid any transfer and other Taxes required by reason of such payment in a name other than that of the registered holder of the Company Stock Certificate surrendered or (B) established to the reasonable satisfaction of Buyer that any such Taxes either have been paid or are not payable. Payment of the Merger Consideration with respect to Book-Entry Shares shall only be payable to the Person in whose name such Book-Entry Shares are registered.

(c) Undistributed Merger Consideration. Any portion of the funds made available to the Paying Agent pursuant to Section 2.10(a) that remains undistributed to registered holders of Company Stock Certificates or Book-Entry Shares on the last day of November of the calendar year in which the Closing occurs shall be delivered to the Surviving Corporation or any successor thereof, to be held in a segregated account and made available to any registered holders of Company Stock Certificates or Book-Entry Shares who have not theretofore complied with this Article II and such registered holders shall thereafter look only to the Surviving Corporation or any successor thereof (subject to applicable abandoned property, escheat or similar Laws) for the Merger Consideration, without any interest thereon, to which such registered holders are entitled pursuant to Section 2.08 and this Article II. The Surviving Corporation or its successor shall, prior to the end of the calendar year in which the Closing occurs, issue checks payable to any such registered holders in the amount of the Merger Consideration and send a notice via U.S. mail to the last known address of each such registered holder as recorded on the books and records of the Company, notifying each such registered holder that the Merger Consideration is available to be claimed. Any such undistributed funds shall be treated and reported as having been distributed to the registered holders of the Company Stock Certificates in the year of Closing. Thereafter, the registered holder of a Company Stock

Certificate need only present such Company Stock Certificate or an affidavit as provided for in Section 2.10(f), and nothing more, to the Surviving Corporation in order to obtain payment of the Merger Consideration.

(d) No Liability. None of Buyer, Merger Sub, Company, the Surviving Corporation, the Shareholders' Representative, the Paying Agent or their respective representatives or Affiliates shall be liable to any Person in respect of any Merger Consideration duly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. If any Company Stock Certificate has not been surrendered prior to the date on which the Merger Consideration in respect of such Company Stock Certificate would otherwise escheat to or become the property of any Governmental Entity, any such Merger Consideration in respect of such Company Stock Certificate shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any person previously entitled thereto.

(e) Investment of Merger Consideration. The Paying Agent shall invest the funds made available to the Paying Agent pursuant to Section 2.10(a) as directed by Buyer, provided that no gain or loss thereon shall affect the amounts payable to registered holders of Capital Stock pursuant to Section 2.08 and this Article II. Any interest and other income resulting from such investments shall be the property of, and shall be paid to, or as directed by, Buyer.

(f) Lost Certificates. If any Company Stock Certificate shall have been lost, stolen or destroyed, then, upon the making of an affidavit of that fact in form and substance reasonably satisfactory to Buyer by the Person claiming such Company Stock Certificate to be lost, stolen or destroyed and establishing the right of the Person to receive the Merger Consideration free from any lien or claim of another Person, the Paying Agent shall deliver in exchange for such lost, stolen or destroyed Company Stock Certificate the applicable Merger Consideration, without any interest thereon, with respect to the shares of Capital Stock formerly represented thereby.

(g) Withholding Rights. To the extent that the Surviving Corporation, Buyer or the Paying Agent is required to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Capital Stock with respect to the making of such payment under the Code or any provision of any other tax law (including without limitation amounts withheld for federal and state withholding Taxes with respect to any Compensation Income), the amounts so withheld and paid over to the appropriate taxing authority by the Surviving Corporation, Buyer or the Paying Agent, as the case may be, shall be treated for all purposes of this Agreement as having been paid to the holder of the shares of Capital Stock in respect of which such deduction and withholding was made by the Surviving Corporation, Buyer or the Paying Agent, as the case may be.

(h) Stock Transfer Books. The stock transfer books of Company shall be closed immediately upon the Effective Time, and there shall be no further registration or transfers of shares of Capital Stock thereafter on the records of Company. The Merger Consideration paid in accordance with the terms of this Article II upon conversion of any shares of Capital Stock shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of Capital Stock. At or after the Effective Time, any Company Stock Certificates or Book-Entry Shares presented to the Paying Agent, Buyer or the Surviving Corporation shall, subject to compliance with the provisions of this Article II by the holder thereof, be cancelled and converted into the

right to receive the Merger Consideration with respect to the shares of Capital Stock formerly represented thereby.

Section 2.11 Transactions to be Effected at the Effective Time.

(a) At the Closing, Buyer shall:

(i) deliver to the Paying Agent an amount equal to the Merger Consideration Closing Amount;

(ii) deliver to the Escrow Agent an amount equal to the Escrow Amount, to be deposited in the Escrow Account and held by the Escrow Agent pursuant to terms and conditions of the Escrow Agreement;

(iii) deliver to Shareholders' Representative the Escrow Agreement executed by Buyer;

(iv) deliver to Shareholders' Representative an amount equal to the Shareholders' Representative Amount for deposit in escrow in an account to be identified by Shareholders' Representative and used to pay the costs and expenses of Shareholders' Representative incurred in the performance of its duties set forth in this Agreement; and

(v) deliver to Shareholders' Representative all other agreements, documents, instruments or certificates required to be delivered by Buyer at or prior to the Closing pursuant to Section 7.03.

(b) At the Closing, Shareholders' Representative shall deliver to Buyer the Escrow Agreement executed by Shareholders' Representative.

(c) All payments to be made pursuant to Section 2.11(a) shall be made at Closing by wire transfer of immediately available funds free of costs and charges to the accounts that the Escrow Agent and the Paying Agent, as applicable, have designated in writing to Buyer at least five (5) Business Days prior to the Closing Date.

Section 2.12 Dissenting Shares.

(a) Notwithstanding anything in this Agreement to the contrary, shares ("**Dissenting Shares**") of Capital Stock outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has complied with all of the relevant provisions of Sections 180.1301-1331 of the WBCL shall not be converted into the right to receive Merger Consideration, unless such holder fails to perfect or withdraws or otherwise loses the right to appraisal. A holder of Dissenting Shares shall be entitled to receive payment of the appraised value of such shares of Capital Stock held by him, her or it in accordance with the provisions of Sections 180.1301-1331 of the WBCL, unless after the Effective Time, such holder fails to perfect or withdraws or loses the right to appraisal, in which case such shares shall be converted into and represent only the right to receive the appropriate portion of the Merger Consideration, without interest thereon, upon surrender of the Company Stock Certificate(s) representing such shares pursuant to Section 2.10 hereof.

(b) The Company shall give Buyer (i) prompt notice of any written demands for appraisal of any shares of Capital Stock, attempted withdrawals of such demands and any other instruments served pursuant to the WBCL and received by the Company relating to rights of appraisal and (ii) the opportunity to, prior to the Closing, participate in, and on and after the Closing, direct, all negotiations and proceedings with respect to demands for appraisal under the WBCL. Except with the prior written consent of Buyer, the Company shall not voluntarily make any payment with respect to any demands for appraisal or settle or offer to settle any such demands for appraisal.

ARTICLE III
CALCULATION OF ESTIMATED MERGER CONSIDERATION AND FINAL MERGER CONSIDERATION

Section 3.01 Merger Consideration.

(a) **Estimated Merger Consideration**. No later than five (5) Business Days prior to the Closing, the Company shall deliver to Buyer a statement (the "**Estimated Closing Statement**"), certified by the Chief Financial Officer of the Company, setting forth the Company's good faith estimates of Cash and Cash Equivalents, Closing Working Capital, Closing Capital for DHI, Closing Indebtedness, Company Current Tax Liability and Projected Pre-Closing Tax Receivable, together with a calculation of the Merger Consideration (the "**Estimated Merger Consideration**") based on such estimates. The Estimated Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with Section 3.01(e) and determined on a basis consistent with the form and methodology reflected on Schedule 3.01(e).

(b) **Determination of Final Merger Consideration**.

(i) As soon as reasonably practicable, but no later than one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to Shareholders' Representative a statement (the "**Closing Statement**"), certified by the Chief Financial Officer of Buyer, setting forth Buyer's good faith determination of the actual amounts of Cash and Cash Equivalents, Closing Working Capital, Closing Capital for DHI and Closing Indebtedness, together with a calculation of the Merger Consideration based thereon. The Closing Statement will contain updated good faith estimates of the Company Current Tax Liability and the Projected Pre-Closing Tax Receivable prepared by the Buyer. The Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with Section 3.01(e). If the Merger Consideration set forth on the Closing Statement as delivered by Buyer pursuant to this Section 3.01(b)(i) exceeds the Estimated Merger Consideration, Buyer shall, or shall cause the Company to, deliver to the Paying Agent the amount equal to such excess within three (3) Business Days after the delivery of the Closing Statement to Shareholders' Representative pursuant to this Section 3.01(b)(i). The foregoing payment shall in no way act as a waiver of Shareholders' Representative's right to dispute the preparation or content of the Closing Statement as described in Section 3.01(b)(ii).

(ii) Within sixty (60) days following receipt by Shareholders' Representative of the Closing Statement (the "**Review Period**"), Shareholders' Representative shall deliver written notice (an "**Objection Notice**") to Buyer of any dispute it has with respect to the preparation or content of the Closing Statement. If Shareholders' Representative does not

deliver an Objection Notice with respect to the Closing Statement within the Review Period, the Closing Statement and any amount, determination or calculation therein shall be final, conclusive and binding on the Parties. If an Objection Notice is delivered within the Review Period, the Parties shall negotiate in good faith to resolve each dispute raised therein (each, an "**Objection**") during the thirty (30) days immediately following the delivery of the Objection Notice (the "**Consultation Period**"). If the Parties, notwithstanding such good faith efforts, fail to resolve any Objection within the Consultation Period (each, a "**Disputed Objection**"), then the Parties shall jointly engage the Accounting Firm to resolve only the Disputed Objections (acting as an expert and not an arbitrator) in accordance with this Agreement (including Section 3.01(e)) as soon as practicable thereafter (but in any event within thirty (30) days after such engagement of the Accounting Firm). The Parties shall use reasonable best efforts to cause the Accounting Firm to deliver a written report within such thirty (30) day period containing its calculation of (A) the Disputed Objections (which calculation shall not be a value greater than the greatest value for such Disputed Objection claimed by either Party nor smaller than the smallest value for such Disputed Objection claimed by either Party) and (B) the Final Merger Consideration (as defined below) as of the Closing Date based upon items not in dispute and the Disputed Objections determined by the Accounting Firm. All Objections that are resolved between the Parties will be final, conclusive and binding on the Parties. The terms of appointment of the Accounting Firm shall be as agreed upon between the Parties, and any related costs and expenses of the Accounting Firm shall be borne pro rata between Buyer, on the one hand, and the Shareholders, on the other hand, in proportion to the final allocation made by the Accounting Firm of the Disputed Objections in relation to the claims made by the Shareholders' Representative and Buyer, such that the prevailing party pays the lesser proportion of such costs and expenses. The Parties shall enter into an engagement letter with the Accounting Firm, including customary indemnity and other provisions.

(iii) As soon as reasonably practicable, but no later than sixty (60) days after the Company has filed all of its Straddle Returns, Buyer shall prepare and deliver to Shareholders' Representative a statement (the "**Current Tax Liability Statement**"), certified by the Chief Financial Officer of Buyer, setting forth Buyer's good faith determination of the actual amounts of the Company Current Tax Liability and the Projected Pre-Closing Tax Receivable, together with a calculation of any variance to the Merger Consideration based thereon. Within thirty (30) days following receipt by Shareholders' Representative of the Current Tax Liability Statement (the "**Current Tax Liability Statement Review Period**"), Shareholders' Representative shall deliver written notice (an "**Current Tax Liability Statement Objection Notice**") to Buyer of any dispute it has with respect to the preparation or content of the Current Tax Liability Statement. If Shareholders' Representative does not deliver a Current Tax Liability Statement Objection Notice with respect to the Current Tax Liability Statement within the Current Tax Liability Statement Review Period, the Current Tax Liability Statement and any amount, determination or calculation therein shall be final, conclusive and binding on the Parties. If a Current Tax Liability Statement Objection Notice is delivered within the Review Period, the Parties shall negotiate in good faith to resolve each dispute raised therein (each, a "**Current Tax Liability Statement Objection**") during the thirty (30) days immediately following the delivery of the Objection Notice (the "**Current Tax Liability Statement Consultation Period**"). If the Parties, notwithstanding such good faith efforts, fail to resolve any Current Tax Liability Statement Objection within the Current Tax Liability Statement Consultation Period (each, a "**Current Tax Liability Statement Disputed Objection**"), then the Parties shall jointly engage the Accounting Firm to resolve only the Current Tax Liability Statement Disputed Objections

(acting as an expert and not an arbitrator) in accordance with this Agreement (including Section 3.01(e)) as soon as practicable thereafter (but in any event within thirty (30) days after such engagement of the Accounting Firm). The Parties shall use reasonable best efforts to cause the Accounting Firm to deliver a written report within such thirty (30) day period containing its calculation of (A) the Current Tax Liability Statement Disputed Objections (which calculation shall not be a value greater than the greatest value for such Current Tax Liability Statement Disputed Objection claimed by either Party nor smaller than the smallest value for such Current Tax Liability Statement Disputed Objection claimed by either Party) and (B) any adjustment to the Final Merger Consideration (as defined below) as of the Closing Date based upon items not in dispute and the Current Tax Liability Statement Disputed Objections determined by the Accounting Firm. All Current Tax Liability Statement Objections that are resolved between the Parties will be final, conclusive and binding on the Parties. The terms of appointment of the Accounting Firm shall be as agreed upon between the Parties, and any related costs and expenses of the Accounting Firm shall be borne pro rata between Buyer, on the one hand, and the Shareholders, on the other hand, in proportion to the final allocation made by the Accounting Firm of the Current Tax Liability Statement Disputed Objections in relation to the claims made by the Shareholders' Representative and Buyer, such that the prevailing party pays the lesser proportion of such costs and expenses. The Parties shall enter into an engagement letter with the Accounting Firm, including customary indemnity and other provisions.

(c) **Access; Cooperation**. From and after the date of the delivery of the Closing Statement until the time that the Final Merger Consideration is finally determined pursuant to Section 3.01(b), Buyer shall, and shall cause the Company to, make its contracts, books and records (including accounting or financial records), personnel (including accounting or financial personnel and counsel of Buyer or the Company) and advisors and representatives available to Shareholders' Representative, its accountants, counsel, financial advisors and other representatives and the Accounting Firm at reasonable times (and Buyer shall cooperate with and provide assistance to, and shall cause the personnel, advisors and representatives of Buyer and the Company to cooperate with and provide assistance to, Shareholders' Representative, its accountants, counsel, financial advisors and other representatives and the Accounting Firm) for the purpose of conducting the review by Shareholders' Representative or review by the Accounting Firm, as applicable, of (i) the Closing Statement, and the resolution of any Objections or Disputed Objections with respect to the Closing Statement, and (ii) the Current Tax Liability Statement, and the resolution of any Current Tax Liability Statement Objections or Current Tax Liability Statement Disputed Objections with respect to the Current Tax Liability Statement. Buyer agrees that, following the Closing, it will not take any actions with respect to the books, records (including accounting or financial records), policies or procedures of Buyer or the Company that would obstruct, prevent or interfere with the review or evaluation of, as applicable, (x) the Closing Statement and the resolution of any Objections or Disputed Objections with respect to the Closing Statement, and (y) the Current Tax Liability Statement and the resolution of any Current Tax Liability Statement Objections or Current Tax Liability Statement Disputed Objections with respect to the Current Tax Liability Statement.

(d) **Adjustments**.

(i) If the Merger Consideration as finally determined pursuant to Section 3.01(b) (the "**Final Merger Consideration**") exceeds the Estimated Merger Consideration, Buyer shall, or shall cause the Company to, pay to the Paying Agent the amount

equal to such excess (less any amount already paid pursuant to Section 3.01(b)(i)) within three (3) Business Days after the date on which the Final Merger Consideration is finally determined pursuant to Section 3.01(b). The Parties acknowledge and agree that the provisions of Section 3.01(b)(ii) will produce an initial adjustment to the Merger Consideration and the provisions of Section 3.01(b)(iii) will produce a second adjustment to the Merger Consideration.

(ii) If the Final Merger Consideration is less than the Estimated Merger Consideration, the Escrow Agent shall release to Buyer from the Escrow Account an amount equal to such shortfall within three (3) Business Days after the date on which the Final Merger Consideration is finally determined pursuant to Section 3.01(b), and if the amount remaining in the Escrow Account is insufficient to pay Buyer the entire amount of such shortfall, then such shortfall shall be disregarded for all purposes. For the avoidance of doubt, the maximum amount that Buyer may receive pursuant to this Section 3.01(d)(ii) is the amount remaining in the Escrow Account. The Parties acknowledge and agree that the provisions of Section 3.01(b)(ii) will produce an initial adjustment to the Merger Consideration and the provisions of Section 3.01(b)(iii) will produce a second adjustment to the Merger Consideration.

(e) **Accounting Procedures**. The Estimated Closing Statement, the Closing Statement and the determinations and calculations contained therein shall be prepared and calculated in accordance with this Agreement and GAAP and, to the extent consistent with GAAP, the Accounting Methodology; provided, that such statements, calculations and determinations shall calculate any reserves, accruals or other non-cash expense items on a pro rata (as opposed to monthly accrual) basis to account for a Closing that occurs on any date other than the last day of a calendar month. The Current Tax Liability Statement and the determinations and calculations contained therein shall be prepared and calculated in accordance with this Agreement, including specifically Section 6.02.

(f) **Payments**. All payments to be made pursuant to this Section 3.01 shall be made by wire transfer of immediately available funds free of costs and charges to an account that the recipient has designated in writing at least one (1) Business Day prior to the date on which such payment is to be made.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's Disclosure Schedules, the Company makes the following representations and warranties to Buyer as of the date of this Agreement and as of the Closing Date.

Section 4.01 Organization and Qualification of the Company. The Company is a corporation duly organized and validly existing under the Laws of the State of Wisconsin. The Company has the requisite corporate power and authority to own, lease and operate its properties and to carry on the Business as presently conducted, in every case, in all material respects. The Company is duly qualified or licensed to transact business and is in good standing (if applicable) in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so duly qualified or licensed or in good standing would not have a Company Material Adverse Effect. The Company has delivered to Buyer correct and

complete copies of the Company's Governing Documents, together with all amendments, modifications or supplements thereto.

Section 4.02 Capitalization. The authorized Capital Stock of the Company consists of Eight Thousand Four Hundred Twenty-One (8,421) shares of Common Stock consisting of:

(a) Four Hundred (400) shares of Class A Common Stock, no par value per share of which Two Hundred Ninety-Four (294) shares are issued and outstanding;

(b) Seven Thousand Six Hundred (7,600) shares of Class B Common Stock, no par value per share of which Five Thousand Five Hundred Eighty-Six (5,586) shares are issued and outstanding; and

(c) Four Hundred Twenty-One (421) shares of Class S-1 Common Stock, no par value per share of which of which Two Hundred Ninety-Seven (297) shares are issued and outstanding.

and One Hundred Nine Thousand Six Hundred (109,600) shares of Preferred Stock consisting of:

(d) Ninety-Two Thousand (92,000) shares of Class C Preferred Stock, no par value per share, of which Sixty-Two Thousand Five (62,005) shares are issued and outstanding;

(e) Seventeen Thousand Five Hundred (17,500) shares of Class R Preferred Stock, no par value per share of which Six Thousand Five Hundred Seven and 28827/100000 (6,507.28827) shares are issued and outstanding; and

(f) One Hundred (100) shares of Class S-2 Preferred Stock, no par value per share of which One Hundred (100) shares are issued and outstanding.

All outstanding shares of Capital Stock have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth in Section 4.02 of the Company's Disclosure Schedule, there are outstanding (i) no other equity securities of the Company, (ii) no securities of the Company convertible into or exchangeable for, at any time, equity securities of the Company, and (iii) no options or other rights to acquire from the Company, and no obligation of the Company to issue, any equity securities or securities convertible into or exchangeable for equity securities of the Company.

Section 4.03 Equity Interests. Section 4.03 of the Company's Disclosure Schedule sets forth the name, jurisdiction of organization, capitalization and owners of each of the Company's Subsidiaries and the interest of the Company and its Subsidiaries therein. Other than as set forth on Section 4.03 of the Company's Disclosure Schedule, the Company and its Subsidiaries do not own, directly or indirectly, any capital stock or other equity securities of any Person or have any direct or indirect equity or ownership interest in any business. Except as set forth on Section 4.03 of the Company's Disclosure Schedule, all the outstanding shares of capital stock of each of the Company's Subsidiaries are owned directly or indirectly by the Company free and clear of all Liens, options or encumbrances of any kind (other than Permitted Liens), and are validly issued, fully paid and nonassessable, and there are no outstanding options, rights or agreements of any kind to which the Company is party relating to the issuance, sale or transfer of any capital stock or other equity securities of any Subsidiary to any person except the

Company. The Company has heretofore delivered to Buyer complete and correct copies of the certificate of incorporation and bylaws (or similar organizational documents) of each of the Company's Subsidiaries, as currently in effect.

Section 4.04 Consents and Approvals; No Violations.

(a) Assuming the truth and accuracy of the representations and warranties of Buyer set forth in Section 5.02, no material notice to, filing with, or authorization, consent or approval of any Person or Governmental Entity is necessary for the execution, delivery or performance by the Company of this Agreement or the other Transaction Documents to which the Company is a party or the consummation by the Company of the Transactions, except for (i) compliance with and filings under the HSR Act, (ii) the filing and subsequent approval of the Form A by the OCI, (iii) any notices which might be determined to be due to CMS with respect to a "change of ownership" affecting Medicare participation (including without limitation the Medicare Cost Contract and the agreement with Dean Clinic and St. Mary's Hospital Accountable Care Organization, LLC), (iv) notices, filings, authorizations, consents or approvals, the failure of which to be obtained or made would not reasonably be expected to have a Company Material Adverse Effect, (v) notices, filings, authorizations, consents or approvals required or that become applicable as a result of the regulatory status of Buyer or any of its Affiliates, or (vi) as set forth in Section 4.04 of the Company's Disclosure Schedules.

(b) Neither the execution, delivery or performance by the Company of this Agreement or the other Transaction Documents to which the Company is a party nor the consummation by the Company of the Transactions will (i) conflict with or result in any breach of any provision of the Company's Governing Documents, (ii) result in a violation or breach of, or cause acceleration, 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 the Company is a party, (iii) violate any Law, writ, injunction or decree of any Governmental Entity having jurisdiction over the Company or any of its properties or assets or (iv) except with respect to Permitted Liens or as contemplated by any of the Transaction Documents, result in the creation of any Lien upon any of the assets of the Company, which in the case of any of clauses (ii), (iii) and (iv) of this Section 4.04(b), would have a Company Material Adverse Effect.

Section 4.05 Financial Statements. Copies of the Company's audited financial statements consisting of the Company's balance sheet as of December 31 in each of the years 2012, 2011 and 2010 and the related statements of income and retained earnings, shareholders' equity and cash flow for the years then ended (the "**Company Financial Statements**") are included in the Company's Disclosure Schedules or have been delivered or made available to Buyer prior to the date of this Agreement. The Company Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved. The Company Financial Statements fairly present in all material respects (i) the financial condition of the Company as of the respective dates they were prepared and (ii) the results of the operations of the Company for the periods indicated. The Company's balance sheet as of December 31, 2012 is referred to herein as the "**Company Balance Sheet**" and the date thereof as the "**Company Balance Sheet Date**".

Section 4.06 Absence of Changes and Undisclosed Liabilities.

(a) Except as contemplated by any of the Transaction Documents or as set forth in Section 4.06 of the Company's Disclosure Schedules, from the Company Balance Sheet Date until the date of this Agreement, (i) the Company has operated in the ordinary course of business in all material respects, (ii) the Company has not suffered any change, development, circumstance, event or fact that has had a Company Material Adverse Effect, and (iii) the Company has not taken any action that would be prohibited by Section 6.01 if it were taken after the date of this Agreement and prior to the Closing.

(b) The Company does not have any liability of the type required in accordance with GAAP to be set forth on the Company's balance sheet, except for liabilities and obligations (i) set forth on the face of the Company Balance Sheet or disclosed in the notes thereto, as applicable, (ii) that have arisen since the Company Balance Sheet Date in the ordinary course of business, (iii) which have not had a Company Material Adverse Effect, or (iv) set forth in Section 4.06 of the Company's Disclosure Schedules.

Section 4.07 Material Contracts.

(a) Except for this Agreement or the other Transaction Documents or as set forth in Section 4.07 of the Company's Disclosure Schedules, as of the date hereof, the Company is not a party to any:

(i) contracts that obligate the Company to pay or receive an amount in excess of Two Hundred Fifty Thousand Dollars ($250,000) after the date of this Agreement;

(ii) contract with any Governmental Entity;

(iii) contracts with a physician, physician group or Physician Shareholder;

(iv) contract with any officer, individual employee or independent contractor on a full time, part time, consulting or other basis providing annual compensation in excess of Two Hundred Fifty Thousand Dollars ($250,000), provided that (A) any "at will" contract with any independent contractor providing services other than physician services which may be terminated by the Company upon ninety (90) days or less advance notice need not be listed on Section 4.07 of the Company's Disclosure Schedules, and (B) individual Physician Shareholder employment agreements on the standard Shareholder Employment Agreement form provided in the Intralinks Project Synergy deal room at Items 4.9.6 and 4.9.10 and whose compensation numbers have been provided at Item 5.12.13 of the Intralinks Project Synergy deal room, and (C) individual physician employment agreements on the standard Letter of Employment form provided in the Intralinks Project Synergy deal room at Item 4.9.8 and whose compensation numbers have been provided at Item 5.12.13 of the Intralinks Project Synergy deal room need not be listed on Section 4.07 of the Company's Disclosure Schedules;

(v) contract or indenture relating to Indebtedness;

(vi) lease of real property pursuant to which the Company is a tenant or landlord;

(vii) lease under which the Company is lessee of any tangible property (other than real property), owned by any other Person, except for any lease under which the aggregate annual rental payments do not exceed Two Hundred Fifty Thousand Dollars ($250,000);

(viii) lease under which the Company is lessor of any tangible property (other than real property), owned by the Company, except for any lease under which the aggregate annual rental payments do not exceed Two Hundred Fifty Thousand Dollars ($250,000);

(ix) partnership agreement or joint venture agreement between the Company or any of its Subsidiaries and any third party;

(x) contract containing covenants that restrict or prohibit the business activity of the Company, including most favored nations or most favored customer provisions, geographic restrictions and non-competition and non-solicitation covenants (other than employee non-solicitation covenants), exclusive distribution and marketing arrangements and exclusive licenses (other than group purchasing organization contracts entered into in the ordinary course of business);

(xi) material contract pertaining to any Company Intellectual Property;

(xii) collective bargaining agreement or other written contract with any labor union or any employee organization;

(xiii) contract relating to the future disposition or acquisition of material assets by the Company, or any future merger or business combination with respect to the Company, other than dispositions or acquisitions of assets from vendors, suppliers or customers in the ordinary course of business;

(xiv) contract that provides for contingent payments by or to the Company of more than Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate during the twelve month period beginning on April 1, 2013 and ending on March 31, 2014 (other than contracts with customers, vendors or suppliers entered into in the ordinary course of business); or

(xv) other contract that (A) involves (1) the expenditure or payment by the Company of more than Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate during the twelve month period beginning on April 1, 2013 and ending on March 31, 2014 and (2) is not terminable by the Company without penalty on notice of ninety (90) days or less and (B) the performance of which will extend over a period of more than one (1) year;

(contracts or agreements of the types specified in clause (i)-(xv) above to which the Company is a party are collectively herein referred to as the "**Material Contracts**").

(b) Except as set forth in Section 4.07 of the Company's Disclosure Schedules, (i) each Material Contract is valid and binding on the Company and enforceable in accordance with its terms against the Company, in each case in all material respects (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), (ii) the Company has performed all obligations required to be performed by it in all material respects under each Material Contract, (iii) there exists no event, condition or occurrence which, after notice or lapse

of time, or both, would constitute a material default by the Company under any Material Contract, and (iv) since the Company Balance Sheet Date, the Company has not received written notice of any material default under any Material Contract. The Company has delivered to Buyer correct and complete copies of all of the Material Contracts, together with all amendments, modifications or supplements thereto.

Section 4.08 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Section 4.08 of the Company's Disclosure Schedules, there are no Claims pending or, to the Company's Knowledge, threatened against or by the Company affecting any of the Company's properties or assets, which if determined adversely to the Company would have a Company Material Adverse Effect.

(b) Except as set forth in Section 4.08 of the Company's Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Company or any of the Company's properties or assets which would have a Company Material Adverse Effect.

(c) Except as set forth in Section 4.08 of the Company's Disclosure Schedules, there are no audits, reviews, investigations, or other governmental inquiries pending or, to the Company's Knowledge, threatened against the Company or any of the Company's properties or assets, which if determined adversely to the Company would have a Company Material Adverse Effect.

Section 4.09 Compliance With Laws; Permits.

(a) Except as set forth in Section 4.09 of the Company's Disclosure Schedules, the Company is in compliance with all Laws applicable to the Company's business, properties or assets, except where the failure to be in compliance would be immaterial.

(b) All Permits required for the Company to conduct the Company's business have been obtained by the Company and are valid and in full force and effect, except where the failure to obtain such Permits (or for such Permits to be valid and in full force and effect) would be immaterial.

(c) None of the representations and warranties contained in this Section 4.09 shall be deemed to relate to employee benefits matters (which are governed by Section 4.10), environmental matters (which are governed by Section 4.14), employment matters (which are governed by Section 4.16), tax matters (which are governed by Section 4.17), or healthcare regulatory matters (which are governed by Section 4.18).

Section 4.10 Employee Benefit Plans. Section 4.10 of the Company's Disclosure Schedules lists all material Employee Benefit Plans. Except as set forth in Section 4.10 of the Company's Disclosure Schedules:

(a) No Employee Benefit Plan (i) is either a Multiemployer Plan or a plan that is subject to Title IV of ERISA, and the Company and the Covered Subsidiaries have not nor, to the Company's Knowledge, has any ERISA Affiliate, withdrawn at any time within the preceding six (6) years from any Multiemployer Plan or incurred any withdrawal liability which

remains unsatisfied, or (ii) provides health, medical or life insurance benefits to former employees of the Company other than health continuation coverage pursuant to COBRA;

(b) Each Employee Benefit Plan has been maintained and administered, in each case, in all material respects in compliance with its terms and with the applicable requirements of ERISA, the Code and any other applicable Laws;

(c) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Employee Benefit Plan and, to the Company's Knowledge, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Employee Benefit Plan in any material respect;

(d) The Company has not engaged in any transaction with respect to any Employee Benefit Plan that would be reasonably likely to subject the Company to any material Tax or penalty imposed by ERISA, the Code or other applicable Law;

(e) With respect to each material Employee Benefit Plan, the Company has made available to Buyer copies, to the extent applicable, of (i) the plan and trust documents and the most recent summary plan description, (ii) the most recent annual report (Form 5500 series), (iii) the most recent financial statements, (iv) the most recent Internal Revenue Service determination or opinion letter and (v) any material associated administrative agreements or insurance policies;

(f) No amount that could be received, solely as a result of the consummation of the Transactions, by any Physician Shareholder, employee, director or other service provider of the Company under any Employee Benefit Plan would be subject to an excise tax under Section 4999 of the Code or a requirement to pay interest and extra income taxes under Section 409A(a)(1)(B) of the Code;

(g) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (i) result in any material payment becoming due, or increase the amount of any compensation or benefits due, to any current or former employee of the Company under any Employee Benefit Plan in any material respect; (ii) increase any material benefits otherwise payable under any Employee Benefit Plan; or (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits; and

(h) There are no liabilities relating to unfunded obligations with respect to the Employee Benefit Plans of the Company.

The representations and warranties set forth in this Section 4.10 are the Company's sole and exclusive representations and warranties regarding employment benefit matters and Employee Benefit Plans.

Section 4.11 Personal Property; Real Property.

(a) Except as set forth in Section 4.11 of the Company's Disclosure Schedules, or as would not have a Company Material Adverse Effect, the Company owns or holds under valid

leases all machinery, equipment and other personal property (excluding, for the avoidance of doubt, Intellectual Property) necessary for the conduct of the Company's businesses as currently conducted on the date of this Agreement, subject to no Liens except for Permitted Liens (or Liens set forth in Section 4.11 of the Company's Disclosure Schedules).

(b) Section 4.11 of the Company's Disclosure Schedules sets forth (i) all owned real property of the Company, and (ii) each lease of real property pursuant to which the Company is a tenant.

Section 4.12 Intellectual Property.

(a) Section 4.12 of the Company's Disclosure Schedules lists all material patents, patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration and internet domain name registrations owned by the Company. Except as set forth in Section 4.12 of the Company's Disclosure Schedules, or as would not have a Company Material Adverse Effect, the Company owns or has the right to use all Intellectual Property necessary to conduct the business of the Company as currently conducted on the date of this Agreement (collectively, the "**Company Intellectual Property**").

(b) Except as set forth in Section 4.12 of the Company's Disclosure Schedules, or as would not have a Company Material Adverse Effect, to the Company's Knowledge: (i) the Company Intellectual Property as currently licensed or used by the Company, and the Company's conduct of its business as currently conducted on the date of this Agreement, does not infringe, violate or misappropriate the Intellectual Property of any Person; and (ii) no Person is infringing, violating or misappropriating any Company Intellectual Property.

Section 4.13 Insurance. Section 4.13 of the Company's Disclosure Schedules sets forth a list, as of the date hereof, of all material insurance policies maintained by the Company or with respect to which the Company is a named insured (collectively, the "**Company Insurance Policies**"). Except as would not have a Company Material Adverse Effect, (i) such Company Insurance Policies are in full force and effect on the date of this Agreement and (ii) all premiums due on such Company Insurance Policies have been paid.

Section 4.14 Environmental Matters.

(a) Except as set forth in Section 4.14 of the Company's Disclosure Schedules, or as would not have a Company Material Adverse Effect, to the Company's Knowledge:

(i) the Company is in compliance with all Environmental Laws;

(ii) the Company has not received from any Person any (x) Environmental Notice or Environmental Claim, or (y) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the date of this Agreement;

(iii) the Company has obtained and is in material compliance with all Environmental Permits necessary for the ownership, lease, operation or use of the business or assets of the Company;

(iv) there has been no Release of Hazardous Materials in contravention of Environmental Laws with respect to the business of the Company or any real property currently leased by the Company; and

(v) the Company has not received an Environmental Notice that any real property currently leased by the Company has been contaminated with any Hazardous Material which would reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Laws or term of any Environmental Permit by, the Company.

(b) The representations and warranties set forth in this Section 4.14 are the Company's sole and exclusive representations and warranties regarding environmental matters.

Section 4.15 Transactions with Affiliates. Except for employment relationships or compensation or benefits in the ordinary course of business or as set forth in Section 4.15 of the Company's Disclosure Schedules, there are no contracts or arrangements between the Company, on the one hand, and Affiliates of the Company (other than any employee of the Company who is not an officer of the Company), on the other hand. Except as set forth in Section 4.15 of the Company's Disclosure Schedules, neither the Company nor, to the Company's Knowledge, the Company's Affiliates, directors or officers (i) possess any material financial interest in, or is a director or officer or employee of, any Person which is a material client, material supplier, material customer, material lessor or material lessee of the Company or (ii) own any material property right which is used by the Company in the conduct of the Company's business. Ownership of five percent (5%) percent or less of any class of securities of a company whose securities are registered under the Securities Exchange Act of 1934, as amended, shall not be deemed to be a financial interest for purposes of this Section 4.15.

Section 4.16 Employment Matters.

(a) Except as set forth in Section 4.16 of the Company's Disclosure Schedules, the Company is not a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of its employees. Except as set forth in Section 4.16 of the Company's Disclosure Schedules, since January 1, 2011, there has not been, nor, to the Company's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting the Company.

(b) The Company is in compliance with all applicable Laws pertaining to employment and employment practices, except to the extent non-compliance would not result in a Company Material Adverse Effect. Except as set forth in Section 4.16 of the Company's Disclosure Schedules, or as would not have a Company Material Adverse Effect, there are no Claims against the Company pending, or to the Company's Knowledge, threatened to be brought or filed, by or with any Governmental Entity or arbitrator in connection with the employment of any current or former employee of the Company.

(c) For the fiscal year ended December 31, 2012, the wRVU Average for the Company was $[redacted]. For the fiscal year ending December 31, 2013, the anticipated wRVU Average is $[redacted].

(d) Except as set forth on Section 4.16 of the Company's Disclosure Schedules, there are no Claims pending between the Company and any Physician Shareholder or other employed physician, and to the Company's Knowledge the Company has not received any written threat from a Physician Shareholder or other employed physician to bring or file a Claim with respect to any employment-related matter against the Company since the Company Balance Sheet Date.

(e) The representations and warranties set forth in this Section 4.16 are the Company's sole and exclusive representations and warranties regarding employment matters.

Section 4.17 Taxes.

(a) Except as set forth in Section 4.17 of the Company's Disclosure Schedules:

(i) The Company has filed (taking into account any valid extensions) all Tax Returns required to be filed by the Company. Such Tax Returns are true, complete and correct in all material respects. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business. All material Taxes due and owing by the Company have been paid or accrued.

(ii) No extensions or waivers of statutes of limitations have been given or requested with respect to any material Taxes of the Company.

(iii) There are no ongoing Claims by any taxing authority against the Company.

(iv) The Company is not a party to any Tax-sharing agreement.

(v) All material Taxes which the Company is obligated to withhold from amounts owing to any employee, creditor or third party have been paid or accrued.

(vi) The Company has not filed and, to the Company's Knowledge, has no basis for filing any claim with a taxing jurisdiction for a Pre-Closing Tax Refund other than (A) the pending refunds of federal and Wisconsin state income taxes for calendar year 2009, and (B) the potential refund of payments of estimated Taxes for federal or Wisconsin state income purposes attributable to the Pre-Closing Taxable Period commencing January 1, 2013.

(vii) Except for: (A) the Company's liability to make any payments of the Merger Consideration, any Pre-Closing Tax Refund or any Tax Reduction explicitly provided for in this Agreement; (B) the Company's liability to make any payments falling within the definition of Transaction Expenses; and (C) the Company's obligation to remit to the applicable taxing authority any amounts withheld as provided for in Section 2.10(g) hereof, the Company will not have after Closing any liability to any Physician Shareholder arising out of (Y) the characterization of the Merger Consideration for tax purposes; or (Z) any portion of the Merger Consideration being subject to excise taxes under Section 4999 of the Code or interest and extra income taxes under Section409A(a)(1)(B) of the Code.

(b) The representations and warranties set forth in this Section 4.17 are the Company's sole and exclusive representations and warranties regarding Tax matters.

Section 4.18 Regulatory Matters.

(a) Except as would not have a Company Material Adverse Effect, the Company and the Company's Affiliates, directors, officers, managers and employees believe they have acted reasonably and in material compliance with requirements of the Laws relating to healthcare regulatory matters including: (i) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk (the Medicare statute), including specifically, Medicare Part C (the managed care statute), 42 U.S.C. §§ 1395w-21-1395w-28; Medicare Part D (the prescription drug benefit), 42 U.S.C. §§ 1395w-101 – 1395w-153; and the Ethics in Patient Referrals Act (Stark Law), 42 U.S.C. § 1395nn; (ii) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); (iii) TRICARE, 10 U.S.C. § 1071 et seq.; (iv) the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. §§ 1320a-7b(b); (v) the Federal False Claims Act, 31 U.S.C. §§ 3729-3733; (vi) the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; (vii) the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; (viii) the Exclusion Laws, 42 U.S.C. § 1320a-7; (ix) the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191; (x) the Insurance Acquisition of Control Statute (as defined herein); and (xi) any applicable federal, state or local statute, regulation or order applicable to compliance, fraud and abuse, recordkeeping, referrals, network access, disclosure of discounts, privacy, security or reserve, capital, net worth or other financial requirements (collectively, "**Healthcare Regulatory Laws**").

(b) Except as set forth in Section 4.18 of the Company's Disclosure Schedules, neither the Company nor, to the Company's Knowledge, the Company's Affiliates, directors, officers, managers or employees acting on behalf of the Company (in connection with any services rendered by or on behalf of the Company):

(i) is or has been convicted of or charged or threatened with prosecution or are under investigation by a Governmental Entity for any violation of a Healthcare Regulatory Law including any Law applicable to any health care programs defined in 42 U.S.C. § 1320a-7b(f) ("**Federal Health Care Programs**");

(ii) is or has been convicted of, charged with or investigated for any violation of Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, or manufacture, storage, distribution or sale of controlled substances;

(iii) is excluded, suspended or debarred from, or has ever been excluded, suspended or debarred from, participation, or are otherwise ineligible to participate, in any Federal Health Care Program, any federal, state, or local governmental procurement or non-procurement program, or any other federal or state government program or activity; or

(iv) is listed as an Excluded Individual or Excluded Entity on the General Services Administration's System for Award Management.

(c) There is no material Claim pending, or to the Company's Knowledge, threatened by any Governmental Entity with respect to or involving any alleged violation by the Company or, to the Company's Knowledge, any of the Company's Affiliates, directors, officers, managers or employees of any Healthcare Regulatory Law.

(d) Except as would not have a Company Material Adverse Effect in connection with health regulatory matters, or as set forth in the Company's Disclosure Schedules, to the Company's Knowledge, there are no pending or threatened audits, reviews, or investigations with respect to the Company's participation in any Federal Health Care Program.

(e) Except as would not have a Company Material Adverse Effect, in connection with health regulatory matters, the Company holds all material permits, licenses, grants, accreditations, qualifications, rights, exceptions, consents, approvals, certificates, agreements, enrollments and other authorizations of and from all, and has made all declarations and filings with, Governmental Entities necessary for the lawful conduct of its businesses as presently conducted on the date of this Agreement (collectively, the "**Material Health Regulatory Permits**"). Except as would not have a Company Material Adverse Effect, all Material Health Regulatory Permits are in full force and effect in all material respects, and the Company is not in material default or violation of any Material Health Regulatory Permit to which it is a party. No proceeding is pending or, to the Company's Knowledge, threatened to limit, condition, revoke, suspend, cancel or adversely modify any Material Health Regulatory Permit. Neither the Company nor, to the Company's Knowledge, any Affiliate, director, officer, manager or employee of the Company failed to comply with the requirements for any Material Health Regulatory Permits, except for any such failure to comply that has not had a Company Material Adverse Effect.

(f) The representations and warranties set forth in this Section 4.18 are the Company's sole and exclusive representations and warranties regarding Healthcare Regulatory Laws, Federal Health Care Programs, Material Health Regulatory Permits and other healthcare regulatory matters.

Section 4.19 Brokers. Except as set forth in Section 4.19 of the Company's Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Affiliates. All such arrangements shall constitute Transaction Expenses whether paid before or after the Adjustment Time.

Section 4.20 Accounts Receivable. All accounts receivable reflected in the calculation of Closing Working Capital or Closing Capital for DHI will represent and constitute bona fide obligations owing for services actually performed in the amounts indicated with no known set-offs, deductions, compromises or reductions, other than reasonable allowances for bad debts, contractual and other allowances, all of which are reflected on a basis consistent with the preparation of the Company Financial Statements and the Accounting Methodology.

Section 4.21 No Other Representations and Warranties. Except for the representations and warranties expressly set forth in this Article IV (including the related Sections or portions of the Company's Disclosure Schedules), neither the Company nor any of its directors, officers, employees, shareholders, members, managers, accountants, legal counsel, agents or other representatives (or any Affiliate of any of the foregoing) or any other Person on behalf of any of the foregoing makes or has made any representation or warranty, either express or implied (or written or oral), (x) as to the Company, this Agreement, any of the other Transaction Documents or the Transactions, (y) as to the accuracy or completeness of any of the information provided or made available to Buyer or any of its directors, officers, employees, shareholders, members, managers, accountants, legal counsel, agents or other representatives (or

any Affiliate of any of the foregoing) or any other Person (including any information, documents or material made available in any data room, management presentations or in any other form in expectation of or in any way relating to the Transactions) at any time (whether prior to, on or after the execution of this Agreement) or (z) with respect to any projections, forecasts, estimates, plans or budgets of future revenues, profitability, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof), future financial condition (or any component thereof) or future success (or any component thereof) of the Company heretofore or hereafter delivered to or made available to Buyer or any of its directors, officers, employees, Affiliates, shareholders, members, managers, accountants, legal counsel, agents or other representatives (or any Affiliate of any of the foregoing) or any other Person.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer's Disclosure Schedules, Buyer makes the following representations and warranties to the Company and the Shareholders as of the date of this Agreement and as of the Closing Date.

Section 5.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the state of Missouri. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and each other Transaction Document to be executed and delivered by Buyer pursuant hereto and to consummate the Transactions. The execution and delivery by Buyer of this Agreement and the other Transaction Documents to be executed and delivered by Buyer pursuant hereto and the consummation by Buyer of the Transactions have been duly authorized by all necessary corporate action on the part of Buyer. Assuming due authorization, execution and delivery by the Company, this Agreement constitutes, and when executed and delivered, the other Transaction Documents to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.02 Consents and Approvals; No Violations.

(a) Assuming the truth and accuracy of the representations and warranties of the Company set forth in Section 4.04, no material notice to, filing with, or authorization, consent or approval of any Person or Governmental Entity is necessary for the execution, delivery or performance by Buyer of this Agreement or the other Transaction Documents to which Buyer is a party or the consummation by Buyer of the Transactions, except for (i) compliance with and filings under the HSR Act, (ii) the filing and subsequent approval of the Form A by the OCI and (iii) any notices which may be due to CMS.

(b) Neither the execution, delivery or performance by Buyer of this Agreement or the other Transaction Documents to which Buyer is a party nor the consummation by Buyer of the Transactions will (i) conflict with or result in any breach of any provision of Buyer's Governing Documents, (ii) result in a violation or breach of, or cause acceleration, 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 note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Buyer is a party or will become a party as of Closing or by which Buyer or any of Buyer's Subsidiaries or any of their respective properties or assets may be bound, or (iii) violate any Law, writ, injunction or decree of any Governmental Entity applicable to Buyer or any of Buyer's Subsidiaries or any of their respective properties or assets, except in the case of clauses (ii) and (iii) above, for violations which would not prevent or materially delay the consummation of the Transactions.

(c) SSM Health Care Corporation, the sole shareholder of Buyer, is the only tax-exempt entity providing consideration to complete the Transactions, and has or will receive prior to the Closing all necessary authorizations, consents or approvals necessary to complete Transactions, including the necessary steps to establish the rebuttable presumption under Treasury Regulation Section 53.4958-6 that the Transactions do not constitute an excess benefit transaction under Section 4958 of the Code.

Section 5.03 Financial Statements. Copies of the consolidated audited financial statements of SSM Health Care Corporation and subsidiaries consisting of the Buyer's balance sheet as at December 31 in each of the years 2012, 2011 and 2010 and the related statements of operations, changes in net assets and cash flows for the years then ended (the "**Buyer Financial Statements**") are included in the Buyer's Disclosure Schedules or have been delivered or made available to Company prior to the date of this Agreement. The Buyer Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved. The Buyer Financial Statements fairly present in all material respects (i) the financial condition of SSM Health Care Corporation and subsidiaries as of the respective dates they were prepared and (ii) the results of the operations of SSM Health Care Corporation and subsidiaries for the periods indicated. The Buyer's balance sheet as of December 31, 2012 is referred to herein as the "**Buyer Balance Sheet**" and the date thereof as the "**Buyer Balance Sheet Date**".

Section 5.04 Absence of Changes and Undisclosed Liabilities.

(a) Except as contemplated by any of the Transaction Documents or as set forth in Section 5.04 of the Buyer's Disclosure Schedules, from the Buyer Balance Sheet Date until the date of this Agreement, (i) the Buyer has operated in the ordinary course of business in all material respects, and (ii) the Buyer has not suffered any change, development, circumstance, event or fact that has had a Buyer Material Adverse Effect.

(b) The Buyer does not have any liability of the type required in accordance with GAAP to be set forth on the Buyer's balance sheet, except for liabilities and obligations (i) set forth on the face of the Buyer Balance Sheet or disclosed in the notes thereto, as applicable, (ii) that have arisen since the Buyer Balance Sheet Date in the ordinary course of business, (iii) which have not had a Buyer Material Adverse Effect, or (iv) set forth in Section 5.04 of the Buyer's Disclosure Schedules.

Section 5.05 Insurance. Section 5.05 of the Buyer's Disclosure Schedules sets forth a list, as of the date hereof, of all material insurance policies maintained by the Buyer or with respect to which the Buyer is a named insured (collectively, the "**Buyer Insurance Policies**"). Except as would not have a Buyer Material Adverse Effect, (i) such Buyer Insurance Policies are in full force and effect on the date of this Agreement and (ii) all premiums due on such Buyer Insurance Policies have been paid.

Section 5.06 Regulatory Matters.

(a) Except as would not have a Buyer Material Adverse Effect, the Buyer and the Buyer's Affiliates, directors, officers, managers and employees believe they have acted reasonably and in material compliance with requirements of the Healthcare Regulatory Laws.

(b) Except as set forth in Section 5.06 of the Buyer's Disclosure Schedules, neither the Buyer nor, to the Buyer's Knowledge, the Buyer's Affiliates, directors, officers, managers or employees acting on behalf of the Buyer (in connection with any services rendered by or on behalf of the Buyer):

(i) is or has been convicted of or charged or threatened with prosecution or are under investigation by a Governmental Entity for any violation of a Healthcare Regulatory Law including any Law applicable to any Federal Health Care Programs;

(ii) is or has been convicted of, charged with or investigated for any violation of Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, or manufacture, storage, distribution or sale of controlled substances;

(iii) is excluded, suspended or debarred from, or has ever been excluded, suspended or debarred from, participation, or are otherwise ineligible to participate, in any Federal Health Care Program, any federal, state, or local governmental procurement or non-procurement program, or any other federal or state government program or activity; or

(iv) is listed as an Excluded Individual or Excluded Entity on the General Services Administration's System for Award Management.

(c) There is no material Claim pending, or to the Buyer's Knowledge, threatened by any Governmental Entity with respect to or involving any alleged violation by the Buyer or, to the Buyer's Knowledge, any of the Buyer's Affiliates, directors, officers, managers or employees of any Healthcare Regulatory Law.

(d) Except as would not have a Buyer Material Adverse Effect in connection with health regulatory matters, or as set forth in the Buyer's Disclosure Schedules, to the Buyer's Knowledge, there are no pending or threatened audits, reviews, or investigations with respect to the Buyer's participation in any Federal Health Care Program.

(e) Except as would not have a Buyer Material Adverse Effect, in connection with health regulatory matters, the Buyer holds all Material Health Regulatory Permits necessary for the lawful conduct of its businesses as presently conducted on the date of this Agreement. Except as would not have a Buyer Material Adverse Effect, all such Material Health Regulatory

Permits are in full force and effect in all material respects, and the Buyer is not in material default or violation of any Material Health Regulatory Permit to which it is a party. No proceeding is pending or, to the Buyer's Knowledge, threatened to limit, condition, revoke, suspend, cancel or adversely modify any Material Health Regulatory Permit. Neither the Buyer nor, to the Buyer's Knowledge, any Affiliate, director, officer, manager or employee of the Buyer failed to comply with the requirements for any Material Health Regulatory Permits, except for any such failure to comply that has not had a Buyer Material Adverse Effect.

(f) The representations and warranties set forth in this Section 5.06 are the Buyer's sole and exclusive representations and warranties regarding Healthcare Regulatory Laws, Federal Health Care Programs, Material Health Regulatory Permits and other healthcare regulatory matters.

Section 5.07 Accredited Investor; Investment Purpose. Buyer is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended. Buyer is acquiring the Capital Stock solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Capital Stock are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Capital Stock may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Buyer is able to bear the economic risk of holding the Capital Stock for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

Section 5.08 Brokers. Except as set forth in Section 5.08 of the Buyer's Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Buyer or any of its Affiliates.

Section 5.09 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to (i) make payment of the Estimated Merger Consideration, the Escrow Amount, the Shareholders' Representative Amount, the Merger Consideration Closing Amount, the Final Merger Consideration and each other and payment required to be made by Buyer pursuant to this Agreement or the other Transaction Documents (including the payments required to be made by Buyer pursuant to Section 2.11(a)) and (ii) consummate the Transactions.

Section 5.10 Solvency. Immediately after giving effect to the Transactions, neither Buyer nor the Company will (a) be insolvent (either because its financial condition is (i) such that the sum of its debts is greater than the fair value of its assets, as of such date, as such amounts are determined in accordance with applicable Law governing the insolvency of debtors or (ii) because the fair salable value of its assets, as of such date, is less than the amount required to pay its liability on its existing debts as they become absolute and matured), (b) have unreasonably small capital, as of such date, with which to engage in its business or (c) have incurred debts beyond its ability to pay as they become due. For purposes of this Section 5.10, (x) "debt" means liability on a "claim", and (y) "claim" means any (1) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured,

unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (2) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

Section 5.11 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Section 5.11 of the Buyer's Disclosure Schedules, there are no Claims pending or, to the Buyer's Knowledge, threatened against or by the Buyer affecting any of the Buyer's properties or assets, which if determined adversely to the Buyer (or to the Buyer) would have a Buyer Material Adverse Effect.

(b) Except as set forth in Section 5.11 of the Buyer's Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Buyer or any of the Buyer's properties or assets which would have a Buyer Material Adverse Effect.

(c) Except as set forth in Section 5.11 of the Buyer's Disclosure Schedules, there are no audits, reviews, investigations, or other governmental inquiries pending or, to the Buyer's Knowledge, threatened against the Buyer or any of the Buyer's properties or assets, which if determined adversely to the Buyer would have a Buyer Material Adverse Effect.

(d) There are no Claims pending or, to the Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the Transactions.

Section 5.12 Compliance With Laws; Permits.

(a) Except as set forth in Section 5.12 of the Buyer's Disclosure Schedules, the Buyer is in compliance with all Laws applicable to the Buyer's business, properties or assets, except where the failure to be in compliance would be immaterial.

(b) All Permits required for the Buyer to conduct the Buyer's business have been obtained by the Buyer and are valid and in full force and effect, except where the failure to obtain such Permits (or for such Permits to be valid and in full force and effect) would be immaterial.

(c) None of the representations and warranties contained in this Section 5.12 shall be deemed to relate to healthcare regulatory matters (which are governed by Section 5.06).

Section 5.13 Investigation; No Other Representations.

(a) Buyer (i) has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition (financial or otherwise), operations and prospects of the Company and (ii) except with respect to matters withheld by the Company pursuant to the second sentence of Section 6.03(a) as to which this acknowledgement does not apply, has been furnished with or given full access to such documents and information about the Company and its businesses, assets, condition (financial or otherwise), operations and prospects as Buyer and Buyer's representatives and advisors have

deemed necessary to enable Buyer to make an informed decision with respect to the execution, delivery and performance of this Agreement and the other Transaction Documents and the Transactions. Except with respect to matters withheld by the Company pursuant to the second sentence of Section 6.03(a) as to which this acknowledgement does not apply, Buyer has received all materials relating to the business, assets, condition (financial or otherwise), operations and prospects of the Company that Buyer has requested and has been afforded the opportunity to obtain any additional information necessary to verify the accuracy of any such information or of any representation or warranty made by the Company in this Agreement or any other Transaction Document or to otherwise evaluate the merits of the Transactions. The Company has answered to Buyer's full and complete satisfaction all inquiries that Buyer and Buyer's representatives and advisors have made concerning the business, assets, condition (financial or otherwise), operations and prospects of the Company or otherwise relating to the Transactions, except with respect to matters withheld by the Company pursuant to the second sentence of Section 6.03(a) as to which this acknowledgement does not apply.

(b) In entering into this Agreement and the other Transaction Documents, Buyer has relied solely upon Buyer's own investigation and analysis and the representations and warranties of the Company expressly contained in Article IV (including the related Sections or portions of the Company's Disclosure Schedules), and Buyer acknowledges and agrees that, other than as expressly set forth in Article IV (including the related Sections or portions of the Company's Disclosure Schedules), neither the Company nor any of its directors, officers, employees, shareholders, members, managers, accountants, legal counsel, agents or other representatives (or any Affiliate of any of the foregoing) or any other Person on behalf of any of the foregoing makes or has made any representation or warranty, either express or implied (or written or oral), (x) as to the Company, this Agreement, any of the other Transaction Documents or the Transactions, (y) as to the accuracy or completeness of any of the information provided or made available to Buyer or any of its directors, officers, employees, shareholders, members, managers, accountants, legal counsel, agents or other representatives (or any Affiliate of any of the foregoing) or any other Person (including any information, documents or material made available in any data room, management presentations or in any other form in expectation of or in any way relating to the Transactions) at any time (whether prior to, on or after the execution of this Agreement) or (z) with respect to any projections, forecasts, estimates, plans or budgets of future revenues, profitability, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof), future financial condition (or any component thereof) or future success (or any component thereof) of the Company heretofore or hereafter delivered to or made available to Buyer or any of its directors, officers, employees, Affiliates, shareholders, members, managers, accountants, legal counsel, agents or other representatives (or any Affiliate of any of the foregoing) or any other Person.

ARTICLE VI
COVENANTS

Section 6.01 Conduct of Business Prior to the Closing. From and after the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, except (a) as set forth in Section 6.01 of the Company's Disclosure Schedules, (b) as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), (c) as required by applicable Law or GAAP, (d) as required by the terms of any Employee Benefit Plan or Material Contract in effect on the date hereof,

(e) for actions taken in the ordinary course of business or (f) for actions taken pursuant to obligations expressly required by this Agreement or any of the other Transaction Documents, the Company shall use commercially reasonable efforts to: conduct the Business; preserve its operations intact; keep available the services of the Physician Shareholders and all other key employees; preserve relationships with payors, providers and employer groups; and cause its Subsidiaries to conduct their business in the ordinary course and not do, or authorize any Covered Subsidiary to do, any of the following:

(i) enter into, materially amend, modify or terminate any Material Contract, or waive, release or assign any material rights or claims thereunder, in each case, other than in the ordinary course of business;

(ii) other than dividends or distributions of cash made prior to the Adjustment Time, declare, set aside or pay a dividend on, or make any other distribution (whether in securities or property) in respect of, the Company's equity securities;

(iii) (A) issue, sell, transfer, pledge, grant, dispose of or encumber any of the Company's equity securities or any securities of the Company convertible into or exercisable or exchangeable for any of the Company's equity securities (except for the issuance of certificates in replacement of lost certificates) or (B) adjust, split, combine, or reclassify any of the Company's equity securities;

(iv) redeem, purchase or otherwise acquire any outstanding shares of the Capital Stock;

(v) acquire or agree to acquire in any manner any business or any corporation, partnership, association or other business organization or division thereof of any other Person;

(vi) adopt any amendments to the Company's Governing Documents;

(vii) merge or consolidate with or into any other Person or dissolve or liquidate;

(viii) (A) grant or announce any incentive awards, bonus or similar compensation or any increase in the salaries, bonuses or other incentive compensation and benefits payable by the Company to any of the employees of the Company, (B) except as permitted pursuant to the other clauses of this Section 6.01(viii) increase the benefits under any Employee Benefit Plan, (C) except for the amendments contemplated by Section 7.02(f), enter into or amend any employment, change in control, severance or retention agreement with any officer, employee or consultant of the Company to increase the compensation payable thereunder (other than offer letters providing for at-will employment without post-termination obligations with newly-hired employees who are hired in the ordinary course of business), (D) hire any new officer of the Company, (E) except in the ordinary course of business or as required by law or this Agreement, adopt, enter into, terminate or amend any Employee Benefit Plan, or (F) authorize or consent to any of the actions listed in clauses (A) through (E) with respect to any Covered Subsidiary;

(ix) mortgage, pledge or subject to any Lien, other than Permitted Liens, any of the Company's material assets or authorize or consent to any mortgage, pledge or subject to any Lien, other than Permitted Liens with respect to any Covered Subsidiary;

(x) except for current liabilities within the meaning of GAAP incurred in the ordinary course of business, incur or assume any long-term Indebtedness, authorize or consent to DHI and its Subsidiaries incurring any Indebtedness, assume, guarantee, endorse or otherwise become liable or responsible for the obligations of any other Person (other than endorsements of checks), issue or sell any debt securities of the Company or warrants or other rights to acquire any debt security of the Company (other than (A) for borrowings incurred to renew, replace, extend, refinance or refund any existing Indebtedness incurred pursuant to agreements in effect as of the date of this Agreement, or for performance bonds or letters of credit and (B) obligations in respect of financial hedging arrangements or agreements in effect as of the date of this Agreement);

(xi) except for capital expenditures in accordance with the Company's 2013 budget, acquire any assets except for (A) acquisitions of inventory, supplies and equipment in the ordinary course of business and (B) other assets with a purchase price, in the aggregate, of less than Two Hundred Fifty Thousand Dollars ($250,000);

(xii) lease, sell or otherwise dispose of any material assets, except for (A) assets with a purchase price, in the aggregate, of less than Two Hundred Fifty Thousand Dollars ($250,000), (B) obsolete and worn equipment or personal property that is no longer material to the conduct of the business of the Company or (C) Company Intellectual Property owned by the Company that is no longer used in the conduct of the business of the Company;

(xiii) enter into any new line of business outside of the business of the Company as conducted on the date of this Agreement;

(xiv) following the Adjustment Time, reduce Cash and Cash Equivalents (except in the ordinary course of business) or increase Indebtedness;

(xv) commence or settle any material Claim, except in the ordinary course of business;

(xvi) make any settlement of or compromise any Tax liability, change in any material respect any Tax election or Tax method of accounting, make any new Tax election or adopt any new material Tax method of accounting, file any amended Tax Return, enter into any closing agreement with respect to any Tax, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company;

(xvii) except as required by GAAP or by applicable Law, change any of the accounting principles or practices used by the Company; or

(xviii) agree in writing or otherwise to do anything contained in this clause (i)-(xvii).

Section 6.02 Tax Matters.

(a) **Cooperation.** Following the Closing, each Party shall (and Buyer shall cause the Company to) cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the preparation, filing and execution of Tax Returns and any Claim with respect

to Taxes. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such Claim and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder or to testify at any such proceeding. Following the Closing, Buyer shall (and Buyer shall cause the Company to) retain all books and records with respect to Tax matters pertinent to the Company for a time period not shorter than the applicable statute of limitations relating to such Tax matter.

(b) **Preparation of Tax Returns.**

(i) Buyer shall prepare (or cause to be prepared), and timely file (or cause to be filed) all Tax Returns of the Company with respect to all Pre-Closing Taxable Periods that are required to be filed with any Governmental Entity after the Closing Date. Buyer shall prepare and file such Tax Returns in a manner consistent with past practice and this Agreement, except as otherwise required by applicable Law. At least forty-five (45) Business Days before the due date (taking into account all extensions granted), Buyer shall deliver or cause to be delivered to Shareholders' Representative all such Tax Returns for Shareholders' Representative's review prior to filing. Within ten (10) Business Days after receiving a copy of each such Tax Return, Shareholders' Representative shall notify Buyer whether or not it has any objections to such Tax Return or the contents thereof. If Shareholders' Representative objects to a proposed Tax Return and/or the contents thereof, Shareholders' Representative shall provide a notice of such objection together with a statement describing in reasonable detail the basis for such objection within ten (10) Business Days after receiving such Tax Return. Buyer will make such changes to such Tax Return as Shareholders' Representative reasonably determines necessary or appropriate and with which Buyer concurs. If Shareholders' Representative and Buyer cannot resolve any dispute regarding the proposed Tax Return and/or the contents thereof, the Accounting Firm shall resolve such dispute within a reasonable time, taking into account the deadline for filing such Tax Return. Such resolution shall be binding on each of the Parties, and each of Shareholders' Representative and Buyer shall pay one-half of the cost of the Accounting Firm. Buyer shall promptly provide to Shareholders' Representative a true and complete copy of the filed Tax Return and pay to the appropriate Governmental Entity all Taxes of the Company for any Pre-Closing Taxable Periods, subject to reimbursement and indemnification as provided in Article VIII.

(ii) Buyer shall prepare (or cause to be prepared) and file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to the Company for taxable years or periods ending after the Closing Date. With respect to Tax Returns that are required to be filed by or with respect to the Company for a Tax period that begins before and ends after the Closing Date (each such period, a "**Straddle Period**" and the Tax Returns with respect to such period, "**Straddle Returns**"), such Straddle Returns shall be prepared and filed in a manner consistent with past practice and this Agreement, unless otherwise required by applicable Law. Buyer shall pay or cause to be paid all Taxes of the Company for all taxable periods ending after the Closing Date, including all Taxes relating to Straddle Periods, subject to reimbursement and indemnification as provided in Article VIII. Any Taxes relating to Straddle Periods shall be apportioned between the Pre-Closing Taxable Period portion of any Straddle Period (a "**Pre-Closing Straddle Period**", which shall be defined to include the Closing Date) and the Post-Closing Taxable Period portion of any Straddle Period (the "**Post-Closing Straddle Period**"), in the case of any Taxes levied on a per diem basis, and, in the case of other Taxes,

based on an interim closing of the books as of the Closing Date, with a deemed short taxable year ending on and including the Closing Date and a second deemed short taxable year beginning on and including the day after the Closing Date. The amount of (x) Taxes of the Company attributable to the Pre-Closing Straddle Period, reduced by the amount of estimated Taxes deposited by the Company with the applicable taxing jurisdictions with respect to the Pre-Closing Straddle Period, plus (y) any other unpaid Taxes of the Company attributable to a Pre-Closing Taxable Period (to the extent not counted in the calculation of Closing Indebtedness) shall together constitute the Company Current Tax Liability. If the amount determined under clause (x) of the immediately preceding sentence is a negative value, such amount shall not be offset against the amount determined under clause (y) of the immediately preceding sentence but instead shall be used in the formula to determine the Projected Pre-Closing Tax Receivable. At least forty-five (45) Business Days before the due date (taking into account all extensions granted), Buyer shall deliver or cause to be delivered to Shareholders' Representative all such Tax Returns for Shareholders' Representative's review prior to filing. Within ten (10) Business Days after receiving a copy of each such Tax Return, Shareholders' Representative shall notify Buyer whether or not it has any objections to such Tax Return or the contents thereof. If Shareholders' Representative objects to a proposed Tax Return and/or the contents thereof, Shareholders' Representative shall provide a notice of such objection together with a statement describing in reasonable detail the basis for such objection within ten (10) Business Days after receiving a copy of each such Tax Return. Buyer will make such changes to such Tax Return as Shareholders' Representative reasonably determines necessary or appropriate and with which Buyer concurs. If Shareholders' Representative and Buyer cannot resolve any dispute regarding a proposed Tax Return and/or the contents thereof, the Accounting Firm shall resolve such dispute within a reasonable time, taking into account the deadline for filing such Tax Return. Such resolution shall be binding on each of the Parties, and the Shareholders' Representative and Buyer shall pay one-half of the cost of the Accounting Firm. Buyer shall promptly provide to Shareholders' Representative a true and complete copy of the filed Tax Return and pay to the appropriate Governmental Entity all Taxes of the Company for any Pre-Closing Taxable Periods, subject to reimbursement and indemnification as provided below in Article VIII.

(iii) Neither Buyer nor any of its Affiliates shall (or shall cause or permit the Company to) (A) amend, refile or otherwise modify any Tax Return relating in whole or in part to the Company with respect to any Pre-Closing Taxable Period (or with respect to any Straddle Period) without the prior written consent of Shareholders' Representative for so long as any amount remains in the Escrow Account, other than to correct computational errors with respect to such Tax Returns or (B) without the prior written consent of Shareholders' Representative, make, or cause to permit to be made, any Tax election, or adopt or change any method of accounting, or undertake any extraordinary action on the Closing Date, that would adversely affect the Shareholders or the Company for any period or portion thereof ending on or prior to the Closing Date.

(c) **Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, recording fees, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement or any of the other Transaction Documents or the Transactions (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due.

(d) **Tax Refunds.**

(i) **For the Benefit of Shareholders.**

(A) Any refund or credit of Taxes (including any interest paid thereon) for any Pre-Closing Taxable Period and for the Pre-Closing Straddle Period of the Company (a "**Pre-Closing Tax Refund**"), after first deducting any reasonable out-of-pocket expenditures incurred by the Buyer or the Company in order to obtain such refund, shall be the property of the Shareholders and shall be promptly paid to Shareholders' Representative by Buyer if such amount (or the benefit of such amount, if, for example, a refund is credited against Tax for another year) is received by Buyer or the Company or any of their respective Affiliates, but only to the extent such refund (1) is not included as an asset for purposes of computing the Closing Working Capital as finally determined, or (2) is not included in Estimated Merger Consideration or Merger Consideration as the Projected Pre-Closing Tax Receivable.

(B) Except to the extent reflected in the Company Current Tax Liability (as finally determined), amounts payable to the Shareholders' Representative under Section 6.02(d)(i)(A) shall be reduced by (1) employer payroll taxes incurred by Buyer or the Company or an Affiliate by virtue of such payments, and (2) required federal and state withholding taxes with respect to the Shareholders which Buyer or the Company or an Affiliate remits to the applicable taxing jurisdiction. Any deductions taken by Buyer or the Company or an Affiliate by virtue of the payments made to the Shareholders' Representative under Section 6.02(d)(i)(A) shall not create any deduction, net operating loss carryforward, net operating loss carryback or other Tax attribute that would entitle the Shareholders to any further sharing right similar to the rights under Section 6.02(d)(i)(A).

(C) One hundred percent (100%) of the amounts excluded under clauses (1) and (2) of Section 6.02(d)(i)(A) shall be the separate property of Buyer or the Company or an Affiliate, as applicable.

(D) Buyer shall cooperate in the filing of a claim for refund for the Company with respect to any Pre-Closing Tax Refund if (1) Shareholders' Representative requests that Buyer or the Company file such claim for refund; (2) all costs related to the preparation of such claim for refund are paid for by the Shareholders from a source other than the Escrow Account; and (3) the filing of such claim for refund does not adversely affect Buyer or the Company as reasonably determined by Buyer.

(E) For the avoidance of doubt, Pre-Closing Tax Refunds shall not include any Tax Reductions attributable to (x) the carryback of a Tax attribute arising out of a Post-Closing Taxable Period or Post-Closing Straddle Period or (y) except as provided in Section 6.02(e), the carryforward of a Tax attribute arising out of a Pre-Closing Taxable Period or Pre-Closing Straddle Period to a Post-Closing Taxable Period or Post-Closing Straddle Period. In the event the Company has paid estimated federal or state Taxes with respect to the taxable year beginning on January 1, 2013, and the amount of such Taxes paid with respect to any taxing jurisdiction is in excess of the amount of such Taxes that would be owed to such jurisdiction for the taxable year (or portion thereof) ending on the Closing Date based on the application of the principles set forth in Section 6.02(b)(ii), ninety percent (90%) of such excess shall be included in the formula of the Projected Pre-Closing Tax Receivable; the remaining ten percent (10%) of such excess when actually received by Buyer or the Company shall be treated as a Pre-Closing Tax Refund.

(F) Payments of any Pre-Closing Tax Refund shall be made by wire transfer of immediately available funds free of costs and charges to an account that Shareholders' Representative has designated in writing. For the avoidance of doubt, prior to making any payment pursuant to this Section 6.02(d)(i)(F), Buyer shall notify Shareholders' Representative in writing that a payment is to be made pursuant to this Section 6.02(d)(i)(F) and request that Shareholders' Representative provide wiring instructions for such payment. Shareholders' Representative shall be responsible for obtaining from recipient Shareholders any Tax reporting information (such as IRS Form W-9) which is required to facilitate the payment and Tax reporting process.

(ii) **For the Benefit of Buyer**. Except to the extent covered as a Tax Reduction described in Section 6.02(e)(iii), any refund or credit of Taxes (including any interest paid thereon) for any Post-Closing Taxable Period or Post-Closing Straddle Period of the Company shall be the property of Buyer or the Company or an Affiliate, as applicable, and shall be retained by the applicable Person.

(e) **Transaction Tax Deductions and Compensation Income Deduction.**

(i) The Company shall elect under Revenue Procedure 2011-29 to deduct seventy percent (70%) of any Transaction Tax Deductions that are success-based fees as defined in Treasury Regulation section 1.263(a)-5(f).

(ii) The Transaction Tax Deductions plus any deductions attributable to the Compensation Income shall be first utilized to reduce to the greatest extent possible any liability for federal or state income taxes of the Company attributable to the Pre-Closing Straddle Period and the Pre-Closing Taxable Periods and thereby reduce to the greatest extent possible the amount of the Company Current Tax Liability (or increase the size of the Projected Pre-Closing Tax Receivable or any Pre-Closing Tax Refund).

(iii) All other Tax Reductions and other tax attributes (including without limitation net operating loss carryforwards) and other Tax benefits (A) accruing from the Transaction Tax Deductions, or (B) attributable to a portion of the Merger Consideration payable to Physician Shareholders being deducted as Compensation Income, or (C) attributable to a payment under Section 6.02(d)(i)(A) being deducted by the Company (in each case to the extent not already used under Section 6.02(e)(ii)) with respect to which Buyer or the Company or an Affiliate receives a current benefit in its liability for Taxes in a Post-Closing Taxable Period, whether as a reduction in Taxes paid, a refund of Taxes previously paid, or a credit against estimated Taxes, shall be shared fifty percent (50%) to the Shareholders and fifty percent (50%) to Buyer and the Company or an Affiliate. For the avoidance of doubt, a reduction in regular income taxes which is offset by an increase in alternative minimum taxes does not constitute a current benefit to Buyer or the Company or an Affiliate eligible for sharing with the Shareholders.

(iv) To the extent that Buyer or the Company or an Affiliate receives or realizes a Tax Reduction that is for the current benefit of Buyer or the Company or an Affiliate in a Post-Closing Taxable Period pursuant to Section 6.02(e)(iii), Buyer shall within ten (10) days of receiving such Tax Reduction (if it is in the form of a Tax refund), or filing the Tax Return realizing the Tax Reduction (if it is in the form of a Tax credit, offset or reduction in cash Taxes paid) pay to Shareholders' Representative fifty percent (50%) of the amount of such Tax

Reduction, but only to the extent that such Tax Reduction was not included as an asset for purposes of computing the Projected Pre-Closing Tax Receivable, as finally determined.

(v) Except to the extent reflected in the Company Current Tax Liability (as finally determined), amounts payable to the Shareholders' Representative under Section 6.02(e)(iv) shall be reduced by (1) employer payroll taxes incurred by Buyer or the Company or an Affiliate by virtue of such payments, and (2) required federal and state withholding taxes with respect to the Shareholders which Buyer or the Company or an Affiliate remits to the applicable taxing jurisdiction.

(vi) In the event that Buyer or the Company or an Affiliate receives an additional Tax Reduction as the result of the deduction of the payment to the Shareholders' Representative under Section 6.02(e)(iv) which creates a current benefit to Buyer or the Company or an Affiliate in the same Post-Closing Taxable Period in which the deduction of the payment to the Shareholders' Representative under Section 6.02(e)(iv) occurs, whether as a reduction in Taxes paid, a refund of Taxes previously paid, or a credit against estimated Taxes, such additional Tax Reduction shall be shared fifty percent (50%) to the Shareholders and fifty percent (50%) to Buyer and the Company or an Affiliate. For the avoidance of doubt, a reduction in regular income taxes which is offset by an increase in alternative minimum taxes does not constitute a current benefit to Buyer or the Company or an Affiliate eligible for sharing with the Shareholders. Amounts payable to the Shareholders' Representative under this Section 6.02(e)(vi) shall be reduced by (1) employer payroll taxes incurred by Buyer or the Company or an Affiliate by virtue of such payments, and (2) required federal and state withholding taxes with respect to the Shareholders which Buyer or the Company or an Affiliate remits to the applicable taxing jurisdiction. All Tax Reductions computed under this Section 6.02(e)(vi) shall be computed assuming that Buyer and the Company or an Affiliate shall first recognize all other items of loss, deduction or credit and use any net operating loss carrybacks and net operating loss carryforwards (other than any that may be created or increased as a result of the deduction of the payment to the Shareholders' Representative under Section 6.02(e)(iv)), whether now existing or hereafter created or acquired, before recognizing any Tax Reduction as a result of or attributable to the deduction of the payment to the Shareholders' Representative under Section 6.02(e)(iv), and the amount of the Tax Reduction shall be determined on a with and without basis. Any deductions taken by Buyer or the Company or an Affiliate by virtue of the payments made to the Shareholders' Representative under this Section 6.02(e)(vi) shall not create any deduction, net operating loss carryforward, net operating loss carryback or other Tax attribute constituting a Tax Reduction that would entitle the Shareholders to any further sharing right similar to the rights under Section 6.02(e)(iv) or this Section 6.02(e)(vi).

(vii) Except as provided in Section 6.02(e)(vi), any deductions taken by Buyer or the Company or an Affiliate by virtue of the payments made to the Shareholders' Representative under Section 6.02(e)(iv) shall not create any deduction, net operating loss carryforward, net operating loss carryback or other Tax attribute constituting a Tax Reduction that would entitle the Shareholders to any further sharing right similar to the rights under Section 6.02(e)(iv).

(viii) All Tax Reductions computed under Section 6.02(e)(ii) and Section 6.02(e)(iii) shall be computed assuming that Buyer and the Company or an Affiliate shall first recognize all other items of loss, deduction or credit and use any net operating loss

carrybacks and net operating loss carryforwards (other than any that may be created or increased as a result of the Transaction Tax Deductions or the Compensation Income deduction), whether now existing or hereafter created or acquired, before recognizing any Tax Reduction as a result of or attributable to any Transaction Tax Deductions or the Compensation Income deduction, and the amount of the Tax Reduction shall be determined on a with and without basis.

(ix) The Shareholders acknowledge and agree that (A) the rights of the Shareholders to share in the usage by Buyer or the Company or an Affiliate of the net operating loss carryforwards created by the Transaction Tax Deductions and the Compensation Income deduction are fully contingent upon unknown future events, (B) the net operating loss carryforwards described in clause (A) are subject to usage limitations and expiration under the Code, (C) Buyer has substantial net operating loss carryforwards of its own which make it unlikely that Buyer and the Company or an Affiliate will enjoy a Tax Reduction leading to a current benefit described in Section 6.02(e)(iii) for the foreseeable future, and (D) Buyer and the Company or an Affiliate are entitled to engage in tax planning and corporate structuring activities that might have the consequence of further reducing the likelihood that Buyer and the Company or an Affiliate will enjoy a Tax Reduction leading to a current benefit described in Section 6.02(e)(iii).

(x) Within ten (10) days of filing its U.S. federal income tax returns for taxable years subject to this Section 6.02(e), Buyer shall provide Shareholders' Representative in writing with the basis for its determination that it has realized or has not realized a Tax Reduction attributable to the Transaction Tax Deductions or deduction of Compensation Income or deduction of the payment to the Shareholders' Representative under Section 6.02(e)(iv) and a schedule with reasonable supporting detail. If Shareholders' Representative disputes the amount of such Tax Reduction, Shareholders' Representative shall notify Buyer in writing within sixty (60) days of its receipt of such notice and the basis for its objection and Shareholders' Representative and Buyer shall act in good faith to resolve any such dispute. If Shareholders' Representative and Buyer cannot resolve such dispute, the amount of the Tax Reduction in question shall be determined by the Accounting Firm. The Accounting Firm's determination of the item shall be no greater than Shareholders' Representative's claim with respect to the amount of the Tax Reduction and no less than Buyer's initial determination of the Tax Reduction. Each of Shareholders' Representative and Buyer shall be severally, and not jointly, responsible for payment of one-half of the fees and expenses of the Accounting Firm. Buyer shall provide all necessary (including confidential) information to the Accounting Firm so that the Accounting Firm can determine the amount of the Tax Reduction. If the Shareholders are entitled to any payment in addition to amounts previously paid pursuant to Section 6.02(e)(ii), Section 6.02(e)(iii) and Section 6.02(e)(vi) in respect of a Tax Reduction after resolution of the dispute pursuant to this Section 6.02(e)(viii), Buyer shall pay to Shareholders' Representative such additional amount within ten (10) Business Days of the resolution of the dispute.

(xi) All payments to be made by Buyer to Shareholders' Representative pursuant to this Section 6.02(e) shall be made by wire transfer of immediately available funds free of costs and charges to an account that Shareholders' Representative has designated in writing. For the avoidance of doubt, prior to making any payment pursuant to this Section 6.02(e), Buyer shall notify Shareholders' Representative in writing that a payment is to be made pursuant to this Section 6.02(e) and request that Shareholders' Representative provide wiring instructions for such payment. Shareholders' Representative shall be responsible for

obtaining from recipient Shareholders any Tax reporting information (such as IRS Form W-9) which is required to facilitate the payment and Tax reporting process.

(f) **Other Transaction Reporting.**

(i) For United States federal income tax purposes, the Parties intend for, and agree: (A) to treat the Merger contemplated by this Agreement as a taxable stock purchase and sale; and (B) that a portion of the payment of the Merger Consideration to the Physician Shareholders shall be treated as Compensation Income.

(ii) The Parties further agree that for United States federal income tax purposes (A) except for Company's Transaction Tax Deductions and Compensation Income deductions, to report (and have the Company and each Subsidiary report) any gains, income, deductions, losses, or other items realized by the Company or any Subsidiary on the Closing resulting from any Buyer Closing Date Transactions as occurring on the day after the Closing Date pursuant to the "next day rule" under Treasury Regulation section 1.1502-76(b)(1)(ii)(B); (B) that no election under Section 338(g) of the Code will be made with respect to the acquisition of the Company or any Subsidiary pursuant to this Agreement; and (C) that no election shall be made by any Party (or any Subsidiary) under Treasury Regulation section 1.1502-76(b)(2) (or any similar provision of applicable Law) to ratably allocate items incurred by the Company or any Subsidiary during the Straddle Period.

(iii) The Parties agree that none shall take any action, on any Tax Return, in any audit, claim, refund claim, investigation or proceeding with respect to Taxes, or otherwise, inconsistent with the provisions of this Section 6.02(f) unless otherwise required pursuant to a determination within the meaning of Section 1313 of the Code. In the event that any position described in this Section 6.02(f) is disputed by any taxing authority, the Party receiving notice of the dispute shall promptly notify the other Parties of such dispute and such Parties shall cooperate in good faith in responding to such dispute in order to preserve the effectiveness of the provisions of this Section 6.02(f).

Section 6.03 Access to Information.

(a) Subject to compliance with applicable Law and this Section 6.03(a), from and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, upon reasonable advance written notice from Buyer to the Company, Company shall provide, and cause its Subsidiaries to provide to Buyer and its authorized representatives reasonable access, during normal business hours (and under supervision of designated Company management personnel or representatives), to the premises, books, records, and contracts of or pertaining to the Company and such Subsidiaries as Buyer may reasonably request in writing, in a manner so as to not interfere with the normal business operations of the Company or such Subsidiary. Notwithstanding anything to the contrary in this Agreement, neither the Company nor any Subsidiary shall be required to disclose any information or provide any access to Buyer (or any other Person) if such disclosure or access would, in the Company's sole discretion: (x) cause significant competitive harm, the Company or their respective businesses if the Transactions are not consummated; (y) jeopardize any attorney-client or other privilege; or (z) contravene any applicable Law, fiduciary duty or agreement entered into prior to the date of this Agreement. Prior to the Closing, without the prior written consent of the Company, which may be withheld for any reason, Buyer shall not contact any suppliers to, or

patients, providers, or policyholders of, the Company or any Subsidiary (except in the ordinary course of business arising from the business relationships involving Buyer, Buyer's Affiliates, the Company and the Company's Subsidiaries which exist independently from the negotiation of the Transactions contemplated by this Agreement), and Buyer shall have no right to perform invasive or subsurface investigations of any real property leased, used or occupied by the Company. Buyer shall, and shall cause its Affiliates, directors, officers, members, managers, employees, consultants, contractors, financial advisors, counsel, accountants and other agents and representatives to, abide by the terms of the Confidentiality Agreement, including with respect to any access or information provided pursuant to this Section 6.03(a).

(b) Subject to compliance with applicable Law and this Section 6.03(b), from and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, upon reasonable advance written notice from Company to the Buyer, Buyer shall provide, and cause its Subsidiaries to provide to Company and its authorized representatives reasonable access, during normal business hours (and under supervision of designated Buyer management personnel or representatives), to the premises, books, records, and contracts of or pertaining to the Buyer and such Subsidiaries as Company may reasonably request in writing, in a manner so as to not interfere with the normal business operations of the Buyer or such Subsidiary. Notwithstanding anything to the contrary in this Agreement, neither the Buyer nor any Subsidiary shall be required to disclose any information or provide any access to Company (or any other Person) if such disclosure or access would, in the Buyer's sole discretion: (x) cause significant competitive harm, the Buyer or their respective businesses if the Transactions are not consummated; (y) jeopardize any attorney-client or other privilege; or (z) contravene any applicable Law, fiduciary duty or agreement entered into prior to the date of this Agreement. Prior to the Closing, without the prior written consent of the Buyer, which may be withheld for any reason, Company shall not contact any suppliers to, or patients, providers, or policyholders of, the Buyer or any Subsidiary, and Company shall have no right to perform invasive or subsurface investigations of any real property leased, used or occupied by the Buyer. Company shall, and shall cause its Affiliates, directors, officers, members, managers, employees, consultants, contractors, financial advisors, counsel, accountants and other agents and representatives to, abide by the terms of the Confidentiality Agreement, including with respect to any access or information provided pursuant to this Section 6.03(b).

Section 6.04 Supplement to Disclosure Schedules.

(a) From time to time prior to the Closing, the Company shall have the right to supplement or amend the Company Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "**Company Schedule Supplement**"), and each such Company Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Company's Disclosure Schedules as of the Closing Date; provided, however, that in the event such event, development or occurrence which is the subject of the Company Schedule Supplement constitutes or relates to something that has had a Company Material Adverse Effect, then Buyer shall have the right to terminate this Agreement for failure to satisfy the closing condition set forth in Section 7.02; provided, further, that if Buyer has the right to, but does not elect to terminate this Agreement within ten (10) Business Days of its receipt of such Company Schedule Supplement, then Buyer shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter

under any of the conditions set forth in Article VII or Article IX and, further, shall have irrevocably waived its right to indemnification under Article VIII with respect to such matter.

(b) From time to time prior to the Closing, the Buyer shall have the right to supplement or amend the Buyer's Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "**Buyer Schedule Supplement**"), and each such Buyer Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Buyer's Disclosure Schedules as of the Closing Date; provided, however, that in the event such event, development or occurrence which is the subject of the Buyer Schedule Supplement constitutes or relates to something that has had a Buyer Material Adverse Effect, then Company shall have the right to terminate this Agreement for failure to satisfy the closing condition set forth in Section 7.03; provided, further, that if Company has the right to, but does not elect to terminate this Agreement within ten (10) Business Days of its receipt of such Buyer Schedule Supplement, then Company shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter under any of the conditions set forth in Article VII or Article IX and, further, shall have irrevocably waived its right to indemnification under Article VIII with respect to such matter.

Section 6.05 Notification of Certain Matters. From and after the date of this Agreement until the earlier of (i) termination of this Agreement pursuant to Article IX and (ii) the Effective Time, the Company and Buyer shall promptly notify each other in writing after becoming aware of (a) the occurrence, or non-occurrence, of any event or the existence of any fact or condition that, individually or in the aggregate, would reasonably be expected to cause any condition to the obligations of any Party to consummate the Transactions set forth in Article VII not to be satisfied or (b) the failure of such Party to comply with any covenant or agreement to be complied with by it pursuant to this Agreement which, individually or in the aggregate, would reasonably be expected to result in any condition to the obligations of any Party to consummate the Transactions set forth in Article VII not to be satisfied.

Section 6.06 Resignations. The Company shall deliver to Buyer written resignations, effective as of the Closing Date, of the officers and directors of the Company set forth in Section 6.06 of the Company's Disclosure Schedules.

Section 6.07 Employees; Benefit Plans.

(a) For one (1) year following the Closing Date, Buyer shall provide each employee of the Company who continues to be employed by Buyer or the Company immediately following the Closing Date (collectively, "**Continuing Employees**") with employee benefits under either: (i) Buyer's employee benefit plans and programs, including any equity incentive plan, pension plan, defined benefit plan, defined contribution plan, bonus plan, profit sharing plan, severance plan, medical plan, dental plan, life insurance plan, time-off programs and disability plan, in each case to the same extent as similarly situated employees of Buyer; or (ii) such Employee Benefit Plans as are continued following the Closing Date or are assumed by Buyer (for the purposes of this Section 6.07 only, the plans referred to in clauses "(i)" and "(ii)" of this sentence being referred to as the "**New Plans**").

(b) From and after the Closing Date, Buyer shall, and shall cause the Company to, grant all Continuing Employees credit for any service with the Company earned prior to the Closing Date for eligibility, vesting and benefit accrual purposes under the New Plans (provided

that pre-Closing service would not count for benefit accrual purposes under any New Plan that is a defined benefit plan). In addition, Buyer shall use reasonable best efforts (and shall cause the Company to use reasonable best efforts) to (A) cause to be waived all pre-existing condition exclusions and actively at work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans to the extent waived or satisfied by a Continuing Employee under any Employee Benefit Plan as of the Closing Date and (B) cause any deductible, co-insurance and covered out-of-pocket expenses paid on or before the Closing Date by any Continuing Employee (or covered dependent thereof) of the Company to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out of pocket provisions after the Closing Date under any applicable New Plan in the year of initial participation.

(c) Nothing contained herein, express or implied, is intended to confer upon any Continuing Employee or any employee of the Company any right to continued employment for any period following the date of this Agreement or the Closing Date, or shall constitute an amendment to or any other modification of any New Plan or Employee Benefit Plan. Further, this Section 6.07 shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 6.07, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.07.

(d) Buyer acknowledges and agrees that prior to Closing the Company may pursue technical corrections under Section 409A of the Code with respect to the Company's Equity Accumulation Plan and Stock Repurchase Agreement for the Physician Shareholders through resolutions by the Company's Board of Directors and by submitting such technical corrections for approval by the Physician Shareholders at the Company Shareholders' Meeting. Buyer and the Surviving Corporation will cooperate with necessary tax filings and reporting with respect to such technical corrections.

Section 6.08 Post-Closing Governance and Commitments; [redacted] Replacement Building; Physician Compensation. (a) At the Closing, Buyer, through its Affiliate SSM Health Care Corporation, shall work in good faith and make commercially reasonable efforts to implement and maintain Exhibit A until the third (3rd) anniversary of the Closing Date. Exhibit A may be modified prior to the third (3rd) anniversary of the Closing Date with the consent of the Shareholders' Representative, which consent shall not be unreasonably withheld.

(b) Buyer shall, directly or through an Affiliate, authorize and provide the capital of up to [redacted] Dollars ($[redacted]) for the purpose of replacing the [redacted] building (the "Replacement Building"). Construction of the Replacement Building will commence by no later than the fifth (5th) anniversary of the Closing Date, subject to delay only in the event of a force majeure event which prevents the timely issuance of required Permits by any Governmental Entity.

(c) Buyer shall not reduce the wRVU Average below $[redacted] for the calendar years ending [redacted] (the "**wRVU Period**") with respect to physicians who are employed by the Company as of the Closing Date. In the event the wRVU Average is below $[redacted] in any year during the wRVU Period, Buyer will make available the amount of such shortfall as additional compensation for the physicians with such amount allocated among the physicians as determined by the Company's compensation committee in the following calendar

year. Buyer shall make the shortfall available within the first calendar quarter of such following year. Buyer shall use the wRVU Sources to calculate the wRVU Average throughout the wRVU Period. The Shareholders' Representative shall have the authority to consent to modifications to this Section 6.08(c) which are requested by Buyer in order to implement changes resulting from (i) substantial revisions to fundamental payment methodologies during the wRVU Period to make them no longer wRVU productivity-based, (ii) corporate restructurings or acquisitions involving the Company during the wRVU Period, and (iii) changes in the complement of physicians employed at any time during the wRVU Period as compared to the physicians who are employed by the Company as of the Closing Date.

(d) The Company shall use commercially reasonable efforts to enter into amendments to the existing physician employment agreements, using the form attached as Exhibit B for Physician Shareholders and the form provided by Buyer containing similar business terms and otherwise reasonably acceptable to the Company for physicians who are not Physician Shareholders, with all physicians employed by the Company.

Section 6.09 Plant Closings and Mass Layoffs. Buyer shall not, and shall cause the Company not to, take any action following the Closing that would result in WARN Act liability with respect to the Closing of the Transactions.

Section 6.10 Director and Officer Indemnification and Insurance.

(a) Buyer shall cause all rights to indemnification, advancement of expenses and exculpation now existing in favor of any present or former director, officer, employee, agent or representative of the Company and the fiduciaries of any Employee Benefit Plan (collectively, the "**Indemnified D&O Parties**"), as provided in the Company's Governing Documents, or any agreement between an Indemnified D&O Party and the Company set forth in the Company's Disclosure Schedules, with respect to any matters occurring prior to or on the Closing Date, to survive the Transactions and the Closing and to continue in full force and effect for a period of not less than six (6) years after the Closing Date. To the maximum extent permitted by applicable Law, and provided that the underlying conduct of the Indemnified D&O Party meets the standard for indemnification, such indemnification shall be mandatory rather than permissive, and Buyer shall cause the Company to advance expenses in connection with such indemnification as provided in the Company's Governing Documents or other applicable agreements. The indemnification and liability limitation or exculpation provisions of the Company's Governing Documents or other applicable agreements shall not be amended, repealed or otherwise modified after the Closing Date in any manner that would adversely affect the rights thereunder of any Indemnified D&O Parties.

(b) Buyer shall, and shall cause the Company to, jointly and severally, indemnify all Indemnified D&O Parties to the fullest extent permitted by applicable Law with respect to all acts and omissions arising out of or relating to their services as directors, officers, employees, agents or representatives of the Company or as a fiduciary of any Employee Benefit Plan, whether asserted or claimed at or after or occurring before the Closing Date (including in connection with the negotiation and execution of this Agreement or any of the other Transaction Documents and the consummation of the Transactions), and provided that the underlying conduct of the Indemnified D&O Party meets the standard for indemnification. If any Indemnified D&O Party is or becomes involved in any Claim in connection with any matter subject to indemnification hereunder, Buyer shall, and shall cause the Company to, jointly and

severally, advance as incurred any costs or expenses (including reasonable legal fees and disbursements), judgments, fines, losses, Claims, damages, liabilities or obligations of any kind arising out of or incurred in connection with such Claim. In the event of any such Claim, (i) Buyer shall, and shall cause the Company to, jointly and severally, cooperate with the Indemnified D&O Party in the defense of any such Claim and (ii) Buyer shall not (and Buyer shall cause the Company not to) settle, compromise or consent to the entry of any judgment in any Claim pending or threatened to which an Indemnified D&O Party is a party (and in respect of which indemnification could be sought by such Indemnified D&O Party hereunder), unless such Indemnified D&O Party is fully released from liability or otherwise consents in writing.

(c) Buyer shall, and shall cause the Company to, jointly and severally, maintain in effect for at least six (6) years after the Closing Date the current policies of directors' and officers' liability insurance maintained by the Company or policies (which may be commercial policies or may be provided in whole or in part as self-insurance under the SSM Health Care Self-Insurance Program) of at least the same coverage and amounts containing terms and conditions which are no less advantageous with respect to Claims arising out of or relating to events which occurred before or on the Closing Date (including in connection with the negotiation and execution of this Agreement and the other Transaction Documents and the consummation of the Transactions).

(d) Buyer hereby acknowledges that the Indemnified D&O Parties may have certain rights to indemnification, advancement of expenses or insurance provided by other Persons. Buyer hereby agrees (i) that Buyer and the Company are the indemnitor of first resort (i.e., their obligations to the Indemnified D&O Parties are primary and any obligation of such other Persons to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any such Indemnified D&O Party are secondary), (ii) that Buyer and the Company shall be required to advance the full amount of expenses incurred by any such Indemnified D&O Party and shall be liable for the full indemnifiable amounts, without regard to any rights any such Indemnified D&O Party may have against any such other Person and (iii) that Buyer irrevocably waives, relinquishes and releases (and shall cause the Company to irrevocably waive, relinquish and release) such other Persons from any and all Claims against any such other Persons for contribution, subrogation or any other recovery of any kind in respect thereof to the extent that such claim for contribution, subrogation or other recovery would cause financial loss to the Indemnified D&O Party. Buyer further agrees that no advancement or payment by any of such other Persons on behalf of any such Indemnified D&O Party with respect to any Claim for which such Indemnified D&O Party has sought indemnification from Buyer or the Company shall affect the foregoing and such other Persons shall have a right of contribution or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnified D&O Party against Buyer or the Company.

(e) Each of the Indemnified D&O Parties entitled to the indemnification, liability limitation and exculpation set forth in this Section 6.10, together with such Person's heirs and legal representatives, is intended to be a third party beneficiary of this Section 6.10. The obligations of Buyer and the Company under this Section 6.10 shall not be terminated or modified in such a manner as to adversely affect any Indemnified D&O Party without the written consent of such affected Indemnified D&O Party. This Section 6.10 shall survive the consummation of the Transactions and shall be binding on all successors and assigns of Buyer and the Company. The covenants contained in this Section 6.10 shall not be exclusive of any

other right to which an Indemnified D&O Party is entitled, whether pursuant to Law, contract or otherwise. In the event that Buyer or the Company or any of their successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Buyer shall, and shall cause the Company to, take all necessary action so that the successors or assigns of Buyer or the Company, as the case may be, shall succeed to the obligations set forth in this Section 6.10.

Section 6.11 Confidentiality. Buyer acknowledges and agrees that the Confidentiality Agreement remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Buyer pursuant to this Agreement or the other Transaction Documents. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 6.11 shall nonetheless continue in full force and effect. Buyer shall, and shall cause its Affiliates, directors, officers, members, managers, employees, consultants, financial advisors, counsel, accountants and other agents and representatives to, abide by the terms of the Confidentiality Agreement.

Section 6.12 Efforts to Consummate; Consents; Filings.

(a) Except as explicitly set forth herein, subject to the terms and conditions herein provided, each Party shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable after the date hereof the Transactions (including the satisfaction, but not waiver, of the closing conditions set forth in Article VII). Each Party shall use reasonable best efforts to obtain consents of all Governmental Entities necessary to consummate the Transactions. Promptly after the date of this Agreement, each of the Parties shall provide any required notices to, and make any other required filings with, all Governmental Entities required to consummate the Transactions, including any notifications required to be filed with CMS and the Form A to be filed with OCI. Subject to applicable Law, upon request of any Governmental Entity, each Party shall promptly provide such Governmental Entity with any additional information and documentary material that may reasonably be requested by such Governmental Entity in connection with the Transactions. Any action taken by the Company pursuant to this Section 6.12 may, at the Company's option, be conditioned upon and effective as of the Closing.

(b) In the event any Claim by any Governmental Entity or other Person is commenced which questions the validity or legality of the Transactions or seeks damages in connection therewith, the Parties agree to cooperate and use reasonable best efforts to defend against such Claim and, if an injunction or other Governmental Order is issued in any such Claim, to use reasonable best efforts to have such injunction or other Governmental Order lifted as promptly as practicable, and to cooperate reasonably regarding any other impediment to the consummation of the Transactions.

(c) Without limiting the foregoing, each Party shall make and not withdraw an appropriate filing, if necessary, pursuant to the HSR Act with respect to the Transactions promptly (and in any event, within ten (10) Business Days) after the date on which the Shareholders have voted in favor of the approval and adoption of this Agreement and the Merger

contemplated hereby at the Company Shareholders' Meeting and shall supply as promptly as practicable to the appropriate Governmental Entities any additional information and documentary material that may be requested pursuant to the HSR Act. Subject to applicable Law, the Parties shall consult and cooperate with each other in connection with any analysis, appearance, notification, filing, presentation, memorandum, brief, argument, opinion or proposal made or submitted by or on behalf of any Party relating to a proceeding under the HSR Act and shall provide to the Company's or Buyer's outside counsel, as applicable, all documents and information reasonably requested by such counsel promptly upon request, subject to any reasonable restrictions.

(d) Buyer covenants and agrees that between the date hereof and the Closing Date or the date, if any, on which this Agreement is terminated pursuant to Article IX, Buyer shall not, and shall not permit any of its Affiliates to, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business of any Person or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if such business competes in any line of business of the Company and the entering into of a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation would reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any authorization, consent, declaration, Governmental Order or approval of any Governmental Entity necessary to consummate the Transactions or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Entity entering any Governmental Order prohibiting the consummation of the Transactions, (iii) increase the risk of not being able to remove any such Governmental Order on appeal or otherwise or (iv) delay or prevent the consummation of the Transactions.

(e) In furtherance and not in limitation of the covenants of the Parties contained in this Section 6.12, Buyer agrees to use its reasonable best efforts and to take any and all steps necessary to avoid or eliminate each and every impediment under any antitrust, competition, trade regulation or other Law that may be asserted by any Governmental Entity or any other Person so as to enable the Parties to close and consummate the Transactions as promptly as possible, including proposing, negotiating, committing to and effecting, by consent decree, hold separate orders, or otherwise, the sale, divestiture or disposition of any of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant to this Agreement or the other Transaction Documents as are required to be divested in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other Governmental Order in any suit or proceeding, which would otherwise have the effect of materially delaying or preventing the consummation of the Transactions. In addition, Buyer shall use its reasonable best efforts to defend through litigation on the merits any Claim asserted in court by any Person in order to avoid entry of, or to have vacated or terminated, any Governmental Order (whether temporary, preliminary or permanent) that would prevent the consummation of the Transactions.

(f) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, notifications, arguments, and proposals made by or on behalf of either Party to or before any Governmental Entity or the staff or regulators of any Governmental Entity, in connection with the Transactions (but, for the avoidance of doubt, not including any interactions between the Company with Governmental Entities in the ordinary course of business, any

disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, notifications, arguments, and proposals. Subject to applicable Law, each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Entity or the staff or regulators of any Governmental Entity in connection with the Transactions (but, for the avoidance of doubt, not including any meetings, discussions, appearances, contact or interactions between the Company with Governmental Entities in the ordinary course of business), with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(g) The Parties shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.04 of the Company's Disclosure Schedules or Section 5.02 of the Buyer's Disclosure Schedules; provided, however, that neither the Company nor any of its Affiliates shall be obligated to pay any consideration therefor to any Person from whom consent or approval is requested.

(h) As promptly as practicable after the execution of this Agreement, and provided the Agreement has not been earlier terminated as provided for herein, the Company shall prepare an information statement and notice of special meeting of the Shareholders (the "**Company Shareholders' Meeting**") to be held in connection with and to approve the Merger (together with any amendments thereof or supplements thereto, the "**Proxy Materials**"). Buyer and Merger Sub shall furnish all information as the Company may reasonably request in connection with the preparation of such Proxy Materials. As promptly as practicable, the Proxy Materials shall be mailed to the Shareholders of the Company. The Proxy Materials may disclose any and all information the Board of Directors of the Company deems material and appropriate, including, without limitation, any valuation opinion obtained by the Company and any other information regarding the Company value or third party offers to acquire the Company or the Capital Stock, and shall include the recommendation of the Board of Directors of the Company to the Company's Shareholders that they vote in favor of approval and adoption of this Agreement and the Merger contemplated hereby; *provided, however*, that the Board of Directors of the Company may, at any time prior to the Effective Time, withhold, withdraw, qualify, or modify any such recommendation to the extent that the Board of Directors of the Company determines in good faith that such withholding, withdrawal, qualification, or modification of its recommendation is required or advisable in order to fulfill its fiduciary duties to the Shareholders under applicable law. The Company shall call and hold the Company Shareholders' Meeting as promptly as practicable, for the purpose of voting upon the approval and adoption of this Agreement and the Merger. The Company shall use its commercially reasonable efforts to solicit from the Shareholders proxies in favor of the approval and adoption of this Agreement and the Merger, except to the extent that the Board of Directors of the Company determines in good faith that the withholding, withdrawal, qualification, or modification of its recommendation is required or advisable in order to fulfill its fiduciary duties to the Shareholders under applicable law.

(i) No Solicitation of Competing Transactions. From the date hereof until the Closing or such earlier date on which this Agreement may be terminated in accordance with its

terms, the Company shall not, and shall cause each Covered Subsidiary and its and their respective officers, directors, brokers and advisors (collectively, the "Representatives") not to, directly or indirectly, (i) initiate, solicit, or encourage any proposal or any inquiry that may reasonably be expected to lead to any proposal concerning the sale of the Company, any Covered Subsidiary or any business thereof (whether by way of merger, purchase of equity interests, purchase of assets, or otherwise) or a sale of any material assets of the Company or any Covered Subsidiary or any transaction the consummation of which would be inconsistent with or interfere with or prevent or delay, in any way whatsoever, the consummation of the Transactions (a "Conflicting Transaction"); or (ii) hold any discussions or enter into any contracts or other arrangements with, or provide any information or respond to, any third party concerning a proposed Conflicting Transaction or cooperate in any way with, agree to, assist or participate in, solicit, consider, entertain, facilitate, or encourage any effort or attempt by any third party to do or seek any of the foregoing. The Company and its Representatives shall cause the access to the Intralinks Project Synergy data room provided to all bidders and advisors other than Buyer, Buyer's advisors and Company's advisors to be terminated on the Signing Date. Immediately upon execution and delivery of this Agreement by all parties hereto, the Company shall deliver a letter to Moelis & Company in the form attached hereto as Exhibit C. If, at any time from the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, the Company is approached (through any officer listed on Section 1.01-B of the Company's Disclosure Schedules or any member of the Company's board of directors) in any manner by a third party concerning a Conflicting Transaction, or if the Company is informed by Moelis & Company of such an approach made through Moelis & Company, the Company shall promptly, and in any event within twenty-four (24) hours of such contact, inform such third party of the restrictions set forth in this Section 6.12(i) and inform Buyer regarding such contact, including the identity of such third party and the information received from such third party (except that the Company may withhold the identity and the information received from such third party if such disclosure is prohibited under a confidentiality agreement that was entered into by the Company with such third party prior to January 1, 2013).

(j) The Company may (i) solicit waivers from each person who has a right to any payments and/or benefits that, as a result of or in connection with the consummation of the transactions contemplated by this Agreement, could be deemed to constitute "excess parachute payments" (within the meaning of Section 280G of the Code (the "**Waived 280G Benefits**")), and/or (ii) solicit approval from the relevant holders of Capital Stock, in a manner intended to comply with Sections 280G(b)(5)(A)(ii) and 280G(b)(5)(B) of the Code, to pay all or any portion of the Waived 280G Benefits or any other amount or benefit otherwise limited due to the application of Section 280G. The ability of the Company to obtain a waiver under clause (i) or an approval from Shareholders under clause (ii) shall not constitute a condition precedent to Closing in favor of the Company under Article VII.

Section 6.13 Books and Records. After the Closing Date, Buyer shall, and shall cause the Company to, until the fifth (5th) anniversary of the Closing Date, retain all books, records and other documents pertaining to the Company and the business of the Company in existence on the Closing Date and make the same available for inspection and copying by the Company and its representatives during normal business hours of the Company upon reasonable request and upon reasonable notice. Buyer shall not permit any of such books, records or documents to be destroyed after the fifth (5th) anniversary of the Closing Date without first advising the

Company in writing and giving the Company a reasonable opportunity to obtain possession thereof.

Section 6.14 Public Announcements. Unless otherwise required by applicable Law, stock exchange requirements (based upon the reasonable advice of counsel) or Section 6.12, no Party shall make any public announcements in respect of this Agreement or the other Transaction Documents or the Transactions or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 6.15 Further Assurances. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions of this Agreement and the other Transaction Documents and give effect to the Transactions.

ARTICLE VII
CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the Transactions are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Party or Parties for whose benefit such condition exists) of the following conditions:

(a) both (i) this Agreement and the Merger and (ii) the technical corrections to the Equity Accumulation Plan and Stock Repurchase Agreement described in Section 6.07(d) shall each have been duly approved and adopted by the requisite vote of the Shareholders;

(b) any applicable waiting period under the HSR Act relating to the Transactions shall have expired or been terminated;

(c) no rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other Governmental Order issued by any court of competent jurisdiction or other Governmental Entity preventing (or making illegal) the consummation of the Transactions shall be in effect; provided, however, that each of the Parties shall have used reasonable best efforts to prevent the entry of any such rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other Governmental Order and to appeal as promptly as possible any such rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other Governmental Order that may be entered;

(d) the Company shall have received all consents, authorizations and approvals from the Governmental Entities referred to in Section 4.04 and Buyer shall have received all consents, authorizations and approvals from the Governmental Entities referred to in Section 5.02, in each case, in form and substance reasonably satisfactory to Buyer and the Company, and no such consent, authorization or approval shall have been revoked; provided, however, that each of the Parties shall have complied with Section 6.12; and

(e) the Escrow Agent shall have executed and delivered the Escrow Agreement to each of Buyer and the Company.

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the fulfillment or Buyer's waiver (where permissible), at or prior to the Closing, of each of the following conditions:

(a) the representations and warranties of the Company contained in Article IV shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a Company Material Adverse Effect;

(b) the Company shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(c) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Company, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied;

(d) prior to or at the Closing, the Company shall have delivered the items contemplated by Section 2.11(b);

(e) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of the Company authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Transactions;

(f) prior to or at the Closing, Buyer shall have received evidence from the Company satisfactory to Buyer and its counsel that at least sixty-five percent (65%) of the employed physicians who are under the age of sixty (60) as of the Signing Date shall have executed the Amendment to Physician Employment Agreement in the form of Exhibit B for Physician Shareholders or the amendment to the letter of employment using the form provided by Buyer containing similar business terms and otherwise reasonably acceptable to the Company for physicians who are not Physician Shareholders;

(g) all corporate proceedings of the Company required for the consummation of the Transactions and all documents and instruments required therefore shall be reasonably satisfactory in form and substance to Buyer and Buyer shall have received from the Company all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested; and

(h) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying the names and signatures of the officers of the Company authorized to sign this Agreement and the other Transaction Documents.

Section 7.03 Conditions to Obligations of the Company. The obligations of the Company to consummate the Transactions shall be subject to the fulfillment or the Company's waiver, at or prior to the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer contained in Article V shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a Buyer Material Adverse Effect;

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(c) the Company shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied;

(d) prior to or at the Closing, Buyer shall have taken the actions, and delivered the items, contemplated by Section 2.11(a);

(e) the Company shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Transactions;

(f) all corporate proceedings of Buyer and Merger Sub required for the consummation of the Transactions and all documents and instruments required therefore shall be reasonably satisfactory in form and substance to the Company and the Company shall have received from Buyer and Merger Sub all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested; and

(g) the Company shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents.

Section 7.04 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such Party's failure to comply with the requirements of Section 6.12.

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing until eighteen (18) months after the Closing Date. None of the covenants or other agreements

contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding anything to the contrary in this Agreement, no Indemnified Party shall be entitled to indemnification under this Article VIII unless such Indemnified Party has delivered a Third-Party Claim Notice (in the case of a Third-Party Claim) or a Direct Claim Notice (in the case of a Direct Claim), in each case pursuant to Section 8.05, to the Indemnifying Party on or prior to the date which is eighteen (18) months after the Closing Date; provided that this sentence shall not limit any Direct Claim based upon a breach of any covenant or obligation of any Party under this Agreement which by its terms contemplates performance after the date which is eighteen (18) months after the Closing Date.

Section 8.02 Indemnification By the Shareholders. Subject to the other terms and conditions of this Article VIII, from and after the Closing, the Shareholders shall indemnify Buyer and Buyer's Affiliates, directors, officers, employees, agents, successors, and assigns (collectively, the "**Buyer Indemnified Parties**") against, and shall hold the Buyer Indemnified Parties harmless from and against, any and all Losses incurred or sustained by the Buyer Indemnified Parties based upon or arising out of: (a) any inaccuracy in or breach of any of the representations or warranties of the Company contained in Article IV (as modified by the Disclosure Schedules), or (b) any breach of any covenant or obligation to be performed by the Company pursuant to this Agreement; provided, however, that (A) the Buyer Indemnified Parties' right to seek indemnification with respect to any and all of such Losses under this Section 8.02 shall be limited solely to the amounts remaining in the Escrow Account, and neither any Shareholder nor any of its Affiliates nor any other Person on behalf of any Shareholder or any of its Affiliates shall have any liability or obligation to any Buyer Indemnified Party with respect to any Losses other than by payments from the amount remaining in the Escrow Account (and the Buyer Indemnified Parties shall not have any right to indemnification under this Section 8.02 in excess of the amount remaining in the Escrow Account); (B) the Buyer Indemnified Parties shall not have any right to indemnification under Section 8.02 with respect to any individual or series of related Losses unless such Losses, together with all other Losses pursuant to Section 8.02, exceeds the Deductible Amount, in which case such Buyer Indemnified Parties shall be entitled to indemnification for all such Losses (that are in excess of the Deductible Amount but not the Losses up to the Deductible Amount) up to the amount remaining in the Escrow Account, which is the maximum aggregate amount of Losses that may be recovered by the Buyer Indemnified Parties pursuant to Section 8.02; (C) the Buyer Indemnified Parties shall not have any right to indemnification under this Section 8.02 with respect to any individual or series of related Losses which do not exceed Twenty-Five Thousand Dollars ($25,000) (which Losses shall not be counted toward the Deductible Amount); (D) the Buyer Indemnified Parties shall not have any right to indemnification under this Section 8.02 for (x) any punitive, incidental, consequential, special or indirect damages, losses, liabilities, costs or expenses, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages, losses, liabilities, costs or expenses based on any type of multiple or (y) any fees, expenses or costs of any in-house counsel or other employees of any of the Buyer Indemnified Parties; (E) the amount of Losses for which any Buyer Indemnified Party is entitled to indemnification for pursuant to this Section 8.02 shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by any of

the Buyer Indemnified Parties in respect of or relating to any such Loss; (F) the amount of Losses for which any Buyer Indemnified Party is entitled to indemnification for pursuant to this Section 8.02 shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by any of the Buyer Indemnified Parties; (G) the Buyer Indemnified Parties shall not have any right to indemnification under this Section 8.02 based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Company if Buyer or any of the other Buyer Indemnified Parties had knowledge of such inaccuracy or breach prior to the Closing; and (H) the Buyer Indemnified Parties shall not have any right to indemnification under this Section 8.02 to the extent the Losses in question would duplicate any amount already included in the calculation of the Final Merger Consideration.

Section 8.03 Indemnification By Buyer. Subject to the other terms and conditions of this Article VIII, from and after the Closing, Buyer shall indemnify the Shareholders and their Affiliates, directors, officers, employees, agents, successors, and assigns (collectively, the "**Seller Indemnified Parties**") against, and shall hold the Seller Indemnified Parties harmless from and against, any and all Losses incurred or sustained by the Seller Indemnified Parties based upon or arising out of: (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in Article V (as modified by the Disclosure Schedules) or (b) any breach of any covenant or obligation to be performed by Buyer pursuant to this Agreement; provided, however, that (A) the Seller Indemnified Parties' right to seek indemnification with respect to any and all of such Losses under this Section 8.03 shall be limited to an amount equal to the Escrow Amount, and neither Buyer nor any of its Affiliates nor any other Person on behalf of Buyer or any of its Affiliates shall have any liability or obligation to any Seller Indemnified Party with respect to any Losses in an aggregate amount under this Agreement not to exceed the Escrow Amount; (B) the Seller Indemnified Parties shall not have any right to indemnification under Section 8.03 with respect to any individual or series of related Losses unless such Losses, together with all other Losses pursuant to Section 8.03, exceeds the Deductible Amount, in which case such Seller Indemnified Parties shall be entitled to indemnification for all such Losses that are in excess of the Deductible Amount (but not the Losses up to the Deductible Amount) up to an aggregate amount not to exceed the Escrow Amount, which is the maximum aggregate amount of Losses that may be recovered by the Seller Indemnified Parties pursuant to Section 8.03; (C) the Seller Indemnified Parties shall not have any right to indemnification under this Section 8.03 with respect to any individual or series of related Losses which do not exceed Twenty-Five Thousand Dollars ($25,000) (which Losses shall not be counted toward the Deductible Amount); (D) the Seller Indemnified Parties shall not have any right to indemnification under this Section 8.03 for (x) any punitive, incidental, consequential, special or indirect damages, losses, liabilities, costs or expenses, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages, losses, liabilities, costs or expenses based on any type of multiple or (y) any fees, expenses or costs of any in-house counsel or other employees of any of the Seller Indemnified Parties; (E) the amount of Losses for which any Seller Indemnified Party is entitled to indemnification for pursuant to this Section 8.03 shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by any of the Seller Indemnified Parties (or the Company) in respect of or relating to any such Loss; (F) the amount of Losses for which any Seller Indemnified Party is entitled to indemnification for pursuant to this Section 8.03 shall be reduced

by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by any of the Seller Indemnified Parties (or the Company); and (G) the Seller Indemnified Parties shall not have any right to indemnification under this Section 8.03 based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Buyer if any Shareholder, the Shareholders' Representative or any of the other Seller Indemnified Parties had knowledge of such inaccuracy or breach prior to the Closing.

Section 8.04 Obligations of the Buyer Indemnified Parties. The indemnification provided for in Section 8.02 shall be subject to the following additional limitations and conditions:

(a) Each Buyer Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

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

Notwithstanding anything to the contrary in this Agreement, if the Buyer Indemnified Parties do not comply with their obligations under this Section 8.04 with respect to any Loss, then the Buyer Indemnified Party's right to indemnification under this Article VIII with respect to such Loss shall be reduced pro tanto by the amount Buyer Indemnified Party would have recovered from such other sources.

Section 8.05 Indemnification Procedures.

(a) **Third-Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Claim made or brought by any Person who is not a Party or an Affiliate of a Party, or a representative of a Party or an Affiliate of a Party (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is (or may be) obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof (a "**Third-Party Claim Notice**") no later than the thirtieth (30th) day after such Indemnified Party first becomes aware of such Third-Party Claim. Such Third-Party Claim Notice shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume and control the defense of any Third-Party Claim at the Indemnifying Party's expense (which, if the Indemnifying Party is the Shareholders, shall be limited to the amount remaining in the Escrow Account) and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 8.05(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense (for which the Indemnified Party shall not be entitled to indemnification pursuant to

this Article VIII), to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not elect to assume and control the defense of such Third-Party Claim by providing the Indemnified Party with written notice of such election pursuant to this Section 8.05 within twenty (20) days of the date the Indemnifying Party receives a Third-Party Claim Notice relating to such Third-Party Claim, the Indemnified Party may (after such 20-day period), subject to Section 8.05(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses relating to such Third-Party Claim (until such time as the Indemnifying Party elects to assume and control the defense of such Third-Party Claim by providing the Indemnified Party with written notice of such election pursuant to this Section 8.05). The Shareholders' Representative and Buyer (and the Indemnified Party) shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party (including the Company) as may be reasonably necessary for the preparation of the defense of such Third-Party Claim. Notwithstanding anything to the contrary in this Agreement, if an Indemnified Party does not comply with its obligations under this Section 8.05(a) and Section 8.05(b) with respect to a Third-Party Claim (including providing a Third-Party Claim Notice with respect to such Third-Party Claim in accordance with this Section 8.05(a) and allowing the Indemnifying Party to assume the defense of such Third-Party Claim in accordance with this Section 8.05(a)), then such Indemnified Party shall not have any right to indemnification under this Article VIII with respect to such Third-Party Claim (and the Indemnifying Party shall not have any liability or obligation with respect to such Third-Party Claim) to the extent that such delay has compromised or adversely affected the ability of the Indemnifying Party to defend such Third-Party Claim.

(b) **Settlement of Third-Party Claims.** The Indemnifying Party shall not, without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Third-Party Claim, unless (i) the claimant or plaintiff unconditionally releases the Indemnified Party from all liability with respect to such Third-Party Claim, (ii) there is no finding or admission of any violation of Law or any violation of the rights of any Person by the Indemnified Party, and (iii) the sole relief provided is monetary damages that are paid by the Indemnifying Party (or if the Indemnifying Party is the Shareholders, from the amount remaining in the Escrow Account). If the Indemnified Party has assumed the defense of a Third-Party Claim pursuant to Section 8.05(a), the Indemnified Party shall not settle or compromise any Third-Party Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) **Direct Claims.** Any Claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof (a "**Direct Claim Notice**") no later than the thirtieth (30th) day after such Indemnified Party first becomes aware of such Direct Claim. Such Direct Claim Notice shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such Direct Claim Notice (the "**Direct Claim Response Period**") to respond in writing to such Direct Claim. During such Direct Claim Response Period, the Indemnified Party shall allow the

Indemnifying Party and its advisors and representatives to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the premises and personnel of such Indemnified Party and in the case of any Buyer Indemnified Party, the Company and the right to examine and copy any accounts, documents or records of such Indemnified Party and, in the case of any Buyer Indemnified Party, the Company) as the Indemnifying Party or any of its advisors or representatives may reasonably request. If the Indemnifying Party does not so respond to a Direct Claim Notice within the Direct Claim Response Period, the Indemnifying Party shall be deemed to have rejected the Direct Claim set forth in such Direct Claim Notice, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party for such Direct Claim on the terms and subject to the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, if an Indemnified Party does not comply with its obligations under this Section 8.05(c) with respect to a Direct Claim (including providing a Direct Claim Notice with respect to such Direct Claim in accordance with this Section 8.05(c) and allowing the Indemnifying Party to investigate such Direct Claim in accordance with this Section 8.05(c)), then such Indemnified Party shall not have any right to indemnification under this Article VIII with respect to such Direct Claim (and the Indemnifying Party shall not have any liability or obligation with respect to such Direct Claim) to the extent that such delay has compromised or adversely affected the ability of the Indemnified Party to defend such Direct Claim.

Section 8.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Merger Consideration for Tax purposes, unless otherwise required by Law.

Section 8.07 Exclusive Remedies. From and after the Closing, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all Claims or causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth in this Agreement or any other Transaction Document or otherwise relating to the subject matter of this Agreement or the other Transaction Documents or the Transactions, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each Party hereby waives (on behalf of itself and each of the Buyer Indemnified Parties and the Seller Indemnified Parties), to the fullest extent permitted under Law, any and all rights, Claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth in this Agreement or the other Transaction Documents or otherwise relating to the subject matter of this Agreement or the other Transaction Documents or the Transactions it may have against the other Party hereto or its Affiliates or their respective directors, officers, employees, agents, representatives, successors, or assigns, except pursuant to the indemnification provisions set forth in this Article VIII. Neither the Shareholders nor any of their Affiliates nor any of their respective directors, officers, employees, agents, representatives, successors, or assigns shall have any liability or obligation under this Article VIII other than by payment from the amount remaining in the Escrow Account. No Buyer Indemnified Party shall be entitled to any remedy pursuant to this Article VIII other than receiving a payment from the amount remaining in the Escrow Account (and once there is no money remaining in the Escrow Account, no Buyer Indemnified Party shall be entitled to any remedy under this Article VIII).

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Company and Buyer;

(b) by Buyer by written notice to the Company if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.02 and such breach, inaccuracy or failure (A) cannot be or has not been cured within thirty (30) days following delivery of written notice from Buyer to the Company of such breach, inaccuracy or failure and (B) has not been waived by Buyer;

(ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been fulfilled by the Expiration Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by Buyer prior to the Closing;

(c) by the Company by written notice to Buyer if:

(i) The Company is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.03 and such breach, inaccuracy or failure (A) cannot be or has not been cured within thirty (30) days following delivery of written notice from the Company to Buyer of such breach, inaccuracy or failure and (B) has not been waived by the Company; or

(ii) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been fulfilled by the Expiration Date, unless such failure shall be due to the failure of the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by the Company prior to the Closing; or

(iii) the Board of Directors of the Company has determined in good faith that recommending the approval and adoption of the Agreement and the Merger by the Shareholders would constitute a breach of its fiduciary duties under applicable law, provided that notwithstanding any other provision of Section 9.01 to the contrary, the termination right under this Section 9.01(c)(iii) may only be exercised prior to a favorable vote by the Shareholders to approve and adopt this Agreement and the Merger at the Company Shareholders' Meeting.

(d) by Buyer or the Company in the event that any Governmental Entity shall have issued a Governmental Order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such Governmental Order, decree or ruling or other action shall have become final and nonappealable; provided that the Party seeking

to terminate this Agreement pursuant to this Section 9.01(d) shall have used reasonable best efforts to remove such Governmental Order, decree, ruling, judgment or injunction.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article IX, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except that:

(a) the provisions of the Confidentiality Agreement and the provisions of this Section 9.02, Article I and Article X shall survive any such termination; and

(b) nothing in this Section 9.02 shall relieve any Party from liability for any intentional breach of any provision of this Agreement prior to such termination.

ARTICLE X
MISCELLANEOUS

Section 10.01 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement or the other Transaction Documents and the Transactions shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred; provided, however, that Buyer shall be responsible for all filing and other similar fees payable in connection with (i) any filings or submissions under the HSR Act, (ii) filing the Form A with OCI (and all related filings or submissions) and (iii) notifying CMS of the change of control of the Company that will result from the Transactions (and all related filings or submissions).

Section 10.02 Shareholders' Representative.

The Company hereby designates Synergy SR, LLC as the Shareholders' representative and agent (the "Shareholders' Representative") to execute any and all instruments or other documents on behalf of the Shareholders and to do any and all other acts or things on behalf of the Shareholders which the Shareholders' Representative may deem necessary or advisable, or which may be required pursuant to this Agreement or otherwise, in connection with the consummation of the Merger and the other Transactions contemplated hereby. Without limiting the generality of the foregoing, the Shareholders' Representative shall have the full and exclusive authority to (i) agree with Buyer or Merger Sub with respect to any matter or thing required or deemed necessary by the Shareholders' Representative in connection with the provisions of this Agreement calling for the agreement of the Shareholders, give and receive notices on behalf of all Shareholders, enforce or waive enforcement on behalf of the Shareholders of any covenant of Buyer or Merger Sub under this Agreement which by its terms survives the Closing, and act on behalf of the Shareholders in connection with any matter as to which the Shareholders are or may be obligated to indemnify any Buyer Indemnified Party under this Agreement, all in the absolute discretion of the Shareholders' Representative; and (ii) in general, do all things and perform all acts, including without limitation executing and delivering all agreements, certificates, receipts, consents, elections, instructions, and other instruments or documents contemplated by, or deemed by the Shareholders' Representative to be necessary or advisable in connection with, this Agreement. The parties to this Agreement shall cooperate with the Shareholders' Representative and any accountants, attorneys or other agents whom the Shareholders' Representative may retain to assist in carrying out the Shareholders' Representative's duties hereunder. The

Shareholders' Representative has a duty to serve in good faith the interests of the Shareholders under this Agreement and the Escrow Agreement, but the Shareholders' Representative shall have no personal liability whatsoever to any Person relating to its service hereunder, except that it shall be liable for harm which it directly causes by an act of willful misconduct. The Shareholders shall indemnify the Shareholders' Representative against any loss, expense or other liability arising out of its service as the Shareholders' Representative under this Agreement, other than for harm directly caused by an act of willful misconduct.

Section 10.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.03):

If to the Company:	Dean Health Systems, Inc. Attention: General Counsel 1808 West Beltline Highway Madison, Wisconsin 53713 Facsimile: (608) 284-2540 E-mail: **Thomas.kirschbaum@deancare.com**
with a copy not constituting notice to:	Foley & Lardner LLP 150 East Gilman Street Madison, Wisconsin 53703 Attention: Anne E. Ross Facsimile: (608) 258-4258 E-mail: **aross@foley.com**
If to Shareholders' Representative:	Synergy SR, LLC c/o Foley & Lardner LLP 150 East Gilman Street Madison, Wisconsin 53703 Attention: Anne E. Ross Facsimile: (608) 258-4258 E-mail: **aross@foley.com**

with a copy not constituting notice to:	Foley & Lardner LLP 150 East Gilman Street Madison, Wisconsin 53703 Attention: Anne E. Ross Facsimile: (608) 258-4258 E-mail: **aross@foley.com**
If to Buyer or Merger Sub:	FPP, Inc. c/o SSM Health Care 477 N. Lindbergh Blvd. St. Louis, Missouri 63141 Attention: President Facsimile: (314) 994-7900 E-Mail: **Bill_Thompson@ssmhc.com**
with a copy not constituting notice to:	Greensfelder, Hemker & Gale, P.C. 10 South Broadway, Suite 2000 St. Louis, Missouri 63102 Attention: John W. Dillane Facsimile: (314) 241-8624 E-Mail: **jwd@greensfelder.com**

Section 10.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

Section 10.05 Entire Agreement. This Agreement and the other Transaction Documents constitutes the sole and entire agreement of the Parties with respect to the subject matter contained of this Agreement and the other Transaction Documents, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

Section 10.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 10.07 No Third Party Beneficiaries. Except as provided in Section 6.10 and Article VIII, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.08 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.09 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) 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.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF WISCONSIN IN EACH CASE LOCATED IN THE CITY OF MADISON, WISCONSIN AND DANE COUNTY, WISCONSIN, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS) IN ANY SUCH SUIT, ACTION OR PROCEEDING. WITHOUT LIMITATION OF OTHER MEANS OF SERVICE, EACH OF THE PARTIES AGREE THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING MAY BE SERVED ON IT IN ACCORDANCE WITH THE NOTICE PROVISIONS SET FORTH IN Section 10.03. EACH OF 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. EACH OF THE PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON EACH OF THE PARTIES AND MAY BE ENFORCED IN ANY OTHER COURTS TO WHOSE JURISDICTION ANY OF THE PARTIES ARE OR MAY BE SUBJECT, BY SUIT UPON SUCH JUDGMENT.

Section 10.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. At the request of any Party, the other Party shall re-execute an original form of this Agreement and deliver it to the requesting Party. No Party shall raise the use of facsimile, e-mail or other means of electronic transmission or similar format to deliver a

signature page as a defense to the formation of a contract and each such Party forever waives any such defense.

Section 10.11 Non-recourse. This Agreement may only be enforced against, and any Claim based upon, arising out of, or related to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or the other Transaction Documents, may only be brought against the entities that are expressly named as parties hereto (Buyer, Merger Sub, or the Company) and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, incorporator, manager, member, partner, shareholder, Affiliate, agent, attorney or other representative of any Party or of any Affiliate of any Party, or any successor or assign of the foregoing, shall have any liability for any obligations or liabilities of any Party under this Agreement or the other Transaction Documents or for any Claim based on, in respect of or by reason of the Transactions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DEAN HEALTH SYSTEMS, INC.

By: _____
Name: David A. Sorber, M.D.
Title: Chairman of the Board

FPP, INC.

By: _____
Name: William P. Thompson
Title: President

FPP ACQUISITION CORPORATION

By: _____
Name: William P. Thompson
Title: President

SYNERGY SR, LLC

By: _____
Name: David A. Sorber, M.D.
Title: Sole Member

EXHIBIT A

[redacted]

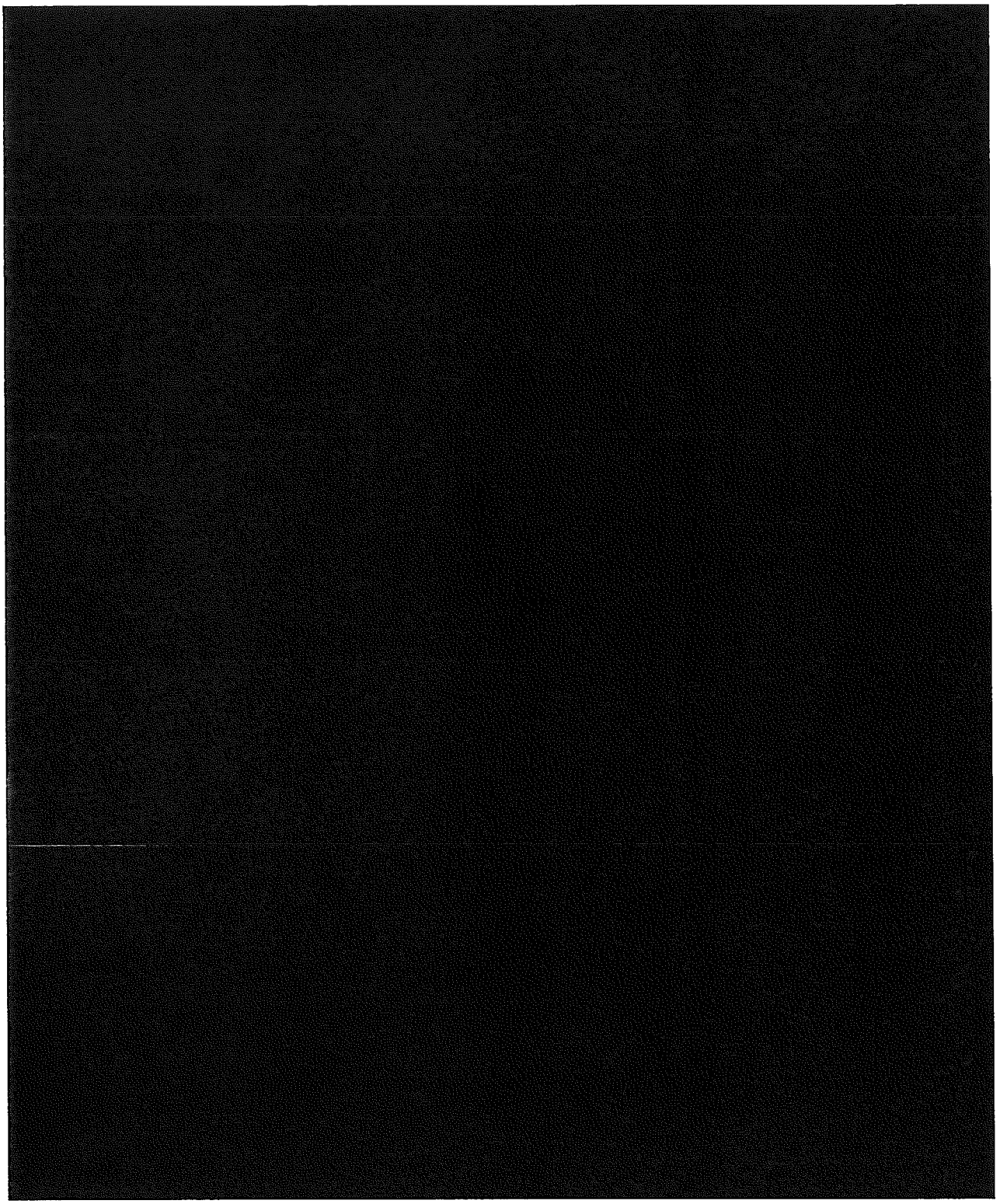


EXHIBIT B

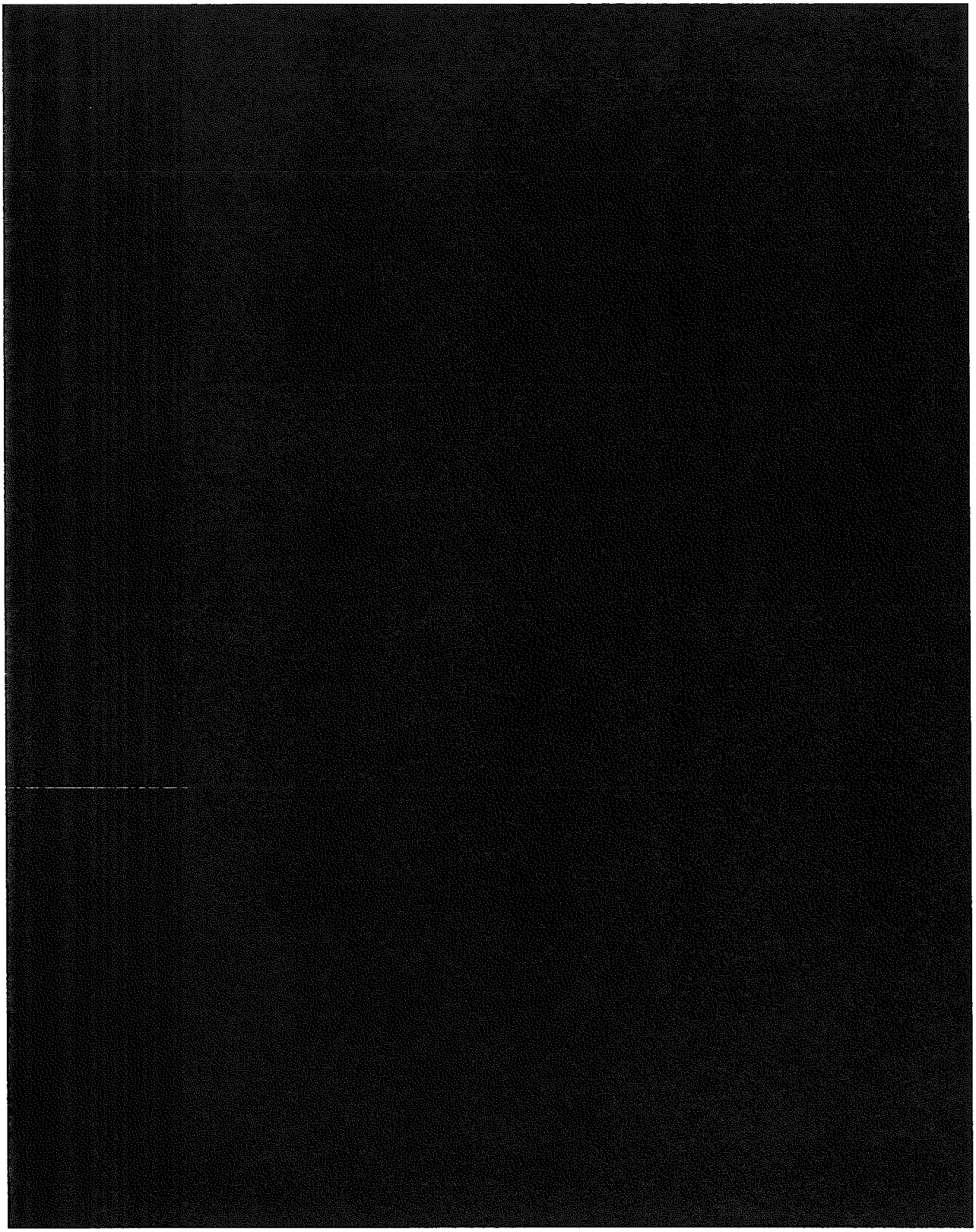


EXHIBIT C

FORM OF LETTER FROM THE COMPANY TO MOELIS & COMPANY

[DHS Letterhead]

Moelis & Company
399 Park Avenue
5th Floor
New York, New York 10022

Dear _____

You are hereby instructed, from the date hereof until the Closing under that certain Agreement and Plan of Merger by and among Dean Health Systems, Inc., Synergy SR, LLC, FPP, Inc., and FPP Acquisition Corporation, dated _____ ___, 2013 (the "Agreement"), or such earlier date on which the Agreement may be terminated in accordance with its terms, not to, directly or indirectly, initiate, solicit, or encourage any proposal or any inquiry that may reasonably be expected to lead to any proposal concerning the sale of the Company, any Covered Subsidiary or any business thereof (whether by way of merger, purchase of equity interests, purchase of assets, or otherwise) or a sale of any material assets of the Company or any Covered Subsidiary or any transaction the consummation of which would be inconsistent with or interfere with or prevent or delay, in any way whatsoever, the consummation of the Transactions (a "Conflicting Transaction"); or hold any discussions or enter into any contracts or other arrangements with, or provide any information or respond to, any third party concerning a proposed Conflicting Transaction or cooperate in any way with, agree to, assist or participate in, solicit, consider, entertain, facilitate, or encourage any effort or attempt by any third party to do or seek any of the foregoing.

If at any time from the date hereof until the Closing, or such earlier date on which the Agreement may be terminated in accordance with its terms, you are approached in any manner by a third party concerning a Conflicting Transaction, you are hereby instructed to promptly inform the Chief Financial Officer of the Company of such contact, including the identity of such third party and the information received from such third party.

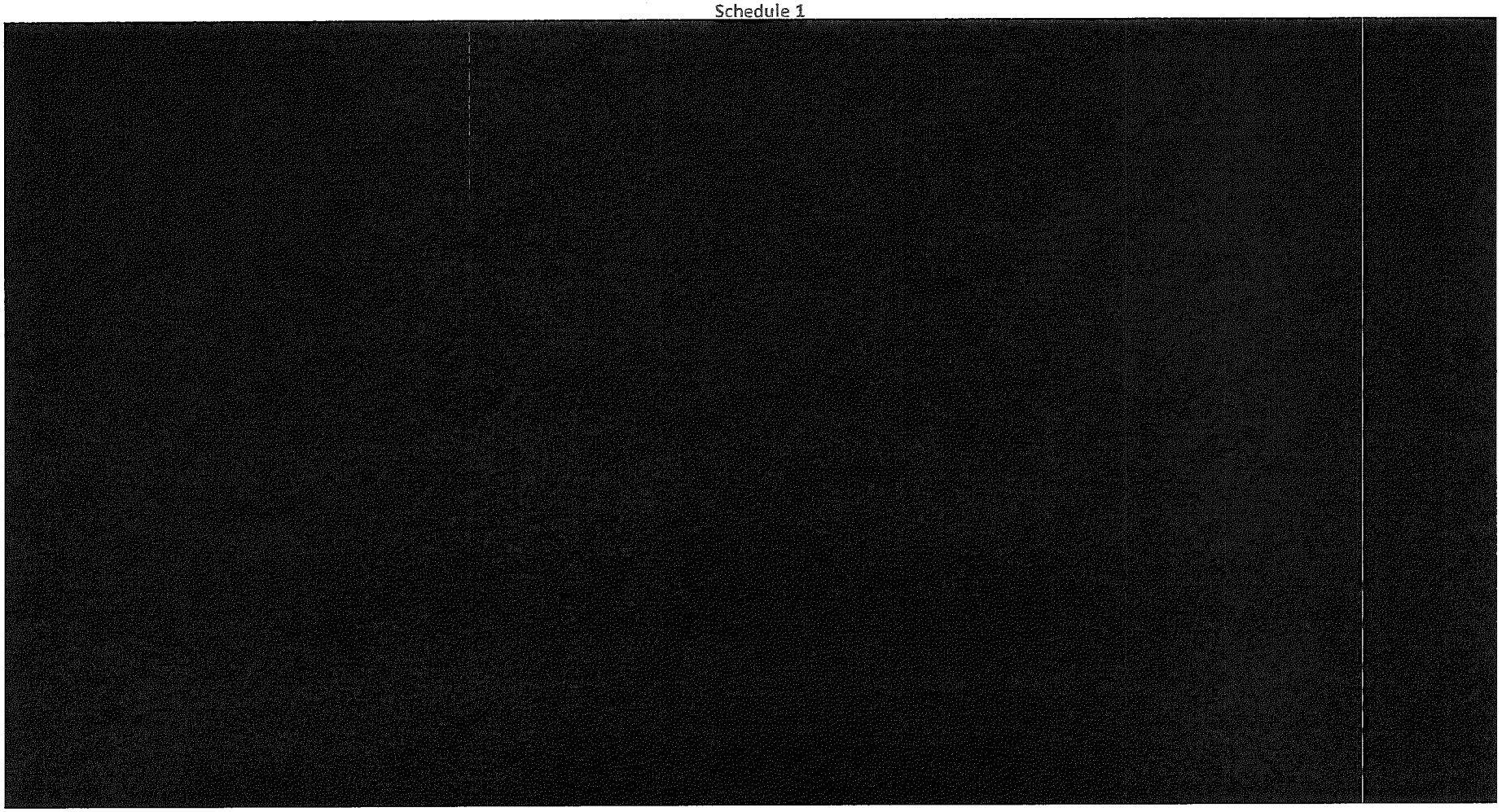
Capitalized terms used and not otherwise defined herein shall have the same meaning as is ascribed to such terms in the Agreement.

Very truly yours,

Dean Health Systems, Inc.

By:_____

Schedule 1



Schedule 3.01(e)

[redacted]