
INTERESTED PARTIES AGREEMENT

by and among

PHYSICIANS PLUS INSURANCE CORPORATION

and its direct and indirect stockholders

QUARTZ HOLDING COMPANY,

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,

IOWA HEALTH SYSTEM

and

UNIVERSITY HEALTH CARE, INC.

Dated as of [_____], 2017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS.....	1
ARTICLE II CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS.....	5
Section 2.1 Mandatory Contributions.....	5
Section 2.2 Elective Contributions	7
Section 2.3 Distributions.....	7
ARTICLE III RESTRICTIONS ON TRANSFER; RIGHT OF FIRST REFUSAL	7
Section 3.1 Restrictions on Transfer.....	7
Section 3.2 Right of First Refusal.....	7
Section 3.3 Permitted and Prohibited Transfers	8
Section 3.4 Joinder.....	9
ARTICLE IV RISK POOLS AND SERVICE AREA EXPANSION	9
Section 4.1 Risk Pools	9
Section 4.2 Service Area Expansion.....	10
Section 4.3 Competing Investment Limitation	10
ARTICLE V CORPORATE GOVERNANCE	12
Section 5.1 Board of Directors.....	12
Section 5.2 Staggered Board.....	14
Section 5.3 Reserve Powers.....	14
Section 5.4 Consent of Each Owner	14
ARTICLE VI DISPUTES.....	15
ARTICLE VII MISCELLANEOUS PROVISIONS.....	16
Section 7.1 Notices	16
Section 7.2 Counterparts.....	16
Section 7.3 Interpretation.....	16
Section 7.4 Governing Law	16
Section 7.5 Amendment and Waivers.....	16
Section 7.6 Assignment	16
Section 7.7 Expenses	17
Section 7.8 No Third Party Beneficiaries	17
Section 7.9 Further Assurances.....	17

	<u>Page</u>
Section 7.10 Severability	17
Section 7.11 Entire Understanding	17
Section 7.12 Specific Performance	17
Section 7.13 Reproductions	17
Section 7.14 Waiver of Jury Trial.....	17
Section 7.15 Forum Selection and Consent to Jurisdiction	18
Section 7.16 No Presumption Against Drafter	18

INTERESTED PARTIES AGREEMENT

This **INTERESTED PARTIES AGREEMENT** (this "Agreement") is entered into as of [____], 2017 (the "Effective Date"), by and among Physicians Plus Insurance Corporation, a Wisconsin insurance corporation organized under Chapter 611 of the Wisconsin Statutes (the "Company"), Quartz Holding Company, a Wisconsin for-profit corporation ("HoldCo"), Gundersen Lutheran Health System, Inc., a Wisconsin non-profit corporation ("GHS"), Iowa Health System d/b/a UnityPoint Health, an Iowa non-profit corporation ("UPH") and University Health Care, Inc., a Wisconsin non-profit member corporation f/k/a University Health Resources, Inc. ("UHC"), and together with GHS and UPH, the beneficial owners of the Company and each being referred to individually herein as an "Owner" and collectively as the "Owners"). The Company, HoldCo, GHS, UPH and UHC are sometimes referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, GHS, UPH and UHC have entered into an Exchange Agreement dated [____], 2017 (the "Exchange Agreement");

WHEREAS, the transactions contemplated by the Exchange Agreement have been consummated as of the Effective Date and (a) GHS, UPH and UHC are the only stockholders of HoldCo and (b) HoldCo is the owner of all of the capital stock of the Company;

WHEREAS, the Company is authorized to do business in Wisconsin and engages in the business of health insurance;

WHEREAS, the Parties wish to enter into this Agreement to govern certain affairs of the Company and to set forth certain rights and obligations of the Owners.

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

ARTICLE I DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

"ACA" means the Patient Protection and Affordable Care Act, as amended.

[REDACTED]

[REDACTED]

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management

or policies of a Person, whether through ownership of voting securities, by membership, by contract or otherwise.

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

“Applicable Rate” shall mean 2% plus a variable per annum rate equal to the rate published in the “Money Rates” section of The Wall Street Journal as being the “Prime Rate” (or, if more than one rate is published as the Prime Rate, then the highest of such rates). The Prime Rate will change as of the date of publication in The Wall Street Journal of a Prime Rate that is different from that published on the preceding Business Day. In the event that The Wall Street Journal shall, for any reason, fail or cease to publish the Prime Rate, the Owners shall choose a reasonably comparable index or source to use as the basis for the Prime Rate.

“Board” means the Board of Directors of the Company.

“Book Value Price” means the price per share determined by subtracting the Company’s statutory liabilities from its statutory assets and dividing the difference by the number of issued and outstanding Equity Interests.

“Business Day” means any day of the year not a Saturday or a Sunday on which national banking institutions in Milwaukee, Wisconsin are open to the public for conducting business and are not required or authorized to close.

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

“Competitor” means any Person that directly or through an Affiliate is authorized to sell, market or service health or disability insurance on an insured or self-funded basis in Wisconsin or any other state.

“Contribution Period” has the meaning set forth in Section 2.1(a).

[REDACTED]

[REDACTED]

“Defaulting Owner” has the meaning set forth in Section 2.1(b).

“Director” means any member of the Board.

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

“Elective Contribution” has the meaning set forth in Section 2.2.

“Equity Interests” means the capital stock of the Company or any interest therein.

“Exchange Agreement” has the meaning set forth in the recitals.

[REDACTED]

[REDACTED]

“GHP” means Gundersen Health Plan, Inc., a Wisconsin non-stock service insurance corporation organized under Chapter 613 of Wisconsin Statutes.

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

[REDACTED]

“GHS Provider Area” means the geographic area (on a county by county basis) where GHP provides products and services and those additional counties that may be approved in accordance with Article IV after the Effective Date.

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

“HoldCo Stockholders Agreement” means that certain Stockholders Agreement, dated as of the date hereof and as may be amended from time to time, by and between HoldCo and the Owners.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Initial Option Period” has the meaning set forth in Section 3.2(b).

“Involuntary Transfer” means any involuntary Transfer by reason of operation of law, judicial decree or order, execution upon a judgment, lien or security interest, attachment, or the filing of an involuntary petition in bankruptcy.

“Law” means any federal, state, local or municipal statute, law, ordinance, regulation, rule, code, order, other requirement or rule of law.

“Lien” means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, encumbrance, lease, covenant, condition, restriction, including a restriction on transfer or assignment, option, right of first refusal or any other preference or priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement having substantially the same effect as any of the foregoing).

[REDACTED]

“Managed Care Committee” or “MCC” means a committee that will be formed by University Health Care Inc. to opine on and execute local reserve powers on behalf of the UW

Health Risk Pool; furthermore, the MCC will be an UW Health internal committee that will include representation from UnityPoint Health-Meriter.

[REDACTED]

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

“Offered Interests” has the meaning set forth in Section 3.2(a).

“Offer Price” has the meaning set forth in Section 3.2(a).

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

“Ownership Percentage” means, with respect to an Owner, the number of shares of common stock of HoldCo held by such Owner divided by the number of shares of common stock of HoldCo held by all Owners.

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

“Person” means any human being, sole proprietorship, general partnership, limited partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, government or any agency or political subdivision thereof, or other entity.

“Provider Area” means the UHC Provider Area and the GHS Provider Area and those additional counties that may be approved in accordance with Article IV after the Effective Date.

“Provider Network” has the meaning set forth in Section 4.2(d).

“Quartz” means Quartz Health Solutions, Inc. (f/k/a SPWI TPA, Inc.), a Wisconsin stock for-profit corporation organized under Chapter 180 of Wisconsin Statutes (doing business as Quartz).

“Reserve Contribution” has the meaning set forth in Section 2.1(a).

“Reserve Deficiency” has the meaning set forth in Section 2.1(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Subsequent Option Period” has the meaning set forth in Section 3.2(b).

“Super Contributing Owner” has the meaning set forth in Section 2.1(a).

“Super Contribution” has the meaning set forth in Section 2.1(b).

[REDACTED]

“Transfer” means to transfer, sell, assign, pledge, hypothecate, give, grant or create a security interest in or Lien on, place in trust (voting or otherwise), contribute, distribute, assign an interest in or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value, any Equity Interests and any Involuntary Transfer.

“Transfer Notice” has the meaning set forth in Section 3.2(a).

“Transferring Person” has the meaning set forth in Section 3.2(a).

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

[REDACTED]

“UHC Provider Area” means the geographic area (on a county by county basis) where Unity provides products and offerings and those additional counties that may be approved in accordance with Article IV after the Effective Date.

“Unity” means Unity Health Plans Insurance Corporation, a Wisconsin stock insurance corporation organized under Chapter 611 of Wisconsin Statutes.

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

[REDACTED]

[REDACTED]

[REDACTED]

“WI Competitor” means any Person that directly or through an Affiliate is authorized to sell, market or service health or disability insurance on an insured or self-funded basis and any Person that acts as a third party administrator or similar service provider for any such Person, in each case, in Wisconsin (other than the Company, HoldCo, GHP, Unity or Quartz).

ARTICLE II CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

Section 2.1 Mandatory Contributions.

(a) If the Board or the OCI has determined that (i) the Company has, or is at immediate risk of having, less than the minimum amount of regulatory capital required by

applicable law, or (ii) the Company has less than the greater of (x) the security surplus as required by the OCI pursuant to Sections 623.11, 611.26(1), 609.97 and 609.98 Wis. Stats. or (y) Minimum RBC, then in each case of the foregoing clauses (i) and (ii), the Board may provide written notice to HoldCo and the Owners of the amount of such deficiency (the "Reserve Deficiency"). Within fifteen (15) days (the "Contribution Period") after receiving such notice from the Board of a Reserve Deficiency, HoldCo shall make a cash contribution to the Company in an aggregate amount equal to the Reserve Deficiency (but only to the extent of available unrestricted cash of HoldCo), which amount shall be held by the Company to satisfy the regulatory capital requirements under applicable Law. If HoldCo has not contributed the entire Reserve Deficiency to the Company during the Contribution Period, then promptly thereafter each Owner shall make a cash contribution (a "Reserve Contribution") to the Company equal to such Owner's Ownership Percentage multiplied by the remaining Reserve Deficiency, which amount shall be held by the Company to satisfy the regulatory capital requirements under applicable Law. Except as may be determined by the OCI, any determination to provide written notice to HoldCo and the Owners of a Reserve Deficiency shall be made by Majority Approval.

(b) In the event an Owner fails to make all or part of a Reserve Contribution required pursuant to Section 2.1(a) (such Owner, a "Defaulting Owner"), the Company shall provide notice of that failure to the other Owners (each a "Super Contributing Owner") and such Owner may elect to contribute to the Company in cash its pro rata portion (based on its Ownership Percentage calculated excluding any holdings of the Defaulting Owner or any other Owner not electing to make a Super Contribution) of the Reserve Contribution which the Defaulting Owner failed to contribute (a "Super Contribution"). If a Super Contributing Owner elects to make a Super Contribution, the Super Contribution may be given in exchange for a promissory note issued by HoldCo. The promissory note shall bear interest at the lesser of the Applicable Rate or the highest annual rate permitted by applicable Law and interest shall be paid by HoldCo to the Super Contributing Owner on a monthly basis. The principal amount of the promissory note plus accrued but unpaid interest thereon shall be paid by HoldCo to the Super Contributing Owner as promptly as possible, but in any event prior to any dividend or other distribution by HoldCo to any holder of its capital stock.

(c) If a Super Contributing Owner elects to receive equity in exchange for its Super Contribution (rather than a promissory note), HoldCo shall issue common stock to the Super Contributing Owner in exchange for such Super Contribution to the Company such that such Super Contributing Owner's Ownership Percentage after such issuance will be equal to the quotient of (x) the Super Contribution plus the product of (A) the Super Contributing Owner's Ownership Percentage multiplied by (B) the total owners' equity of HoldCo as set forth in the audited financial statements of HoldCo for the end of the calendar year immediately preceding the Super Contribution plus the gain/loss in the calendar year the Super Contribution is made, divided by (y) the total owners' equity of HoldCo as set forth in the audited financial statements of HoldCo for the end of the calendar year in which the Super Contribution is made. Any equity issuance contemplated by this Section 2.1(c) will be made promptly after the audited financial statements of HoldCo for the calendar year immediately following the applicable Super Contribution are available. Solely for illustrative purposes, a sample calculation with respect to the foregoing is set forth on Exhibit A.

(d) For the avoidance of doubt, an election by a Super Contributing Owner to make a Super Contribution will not constitute an election of remedies or limit the Super Contributing Owner in any manner in seeking any other remedies available to it pursuant to Law. Furthermore, a Super Contribution shall not be construed as a cure or waiver with respect to a Defaulting Owner's obligations under this Article II.

(e) Any contribution by an Owner to the Company pursuant to this Article II shall be deemed to be a contribution by the applicable Owner to HoldCo with an immediately subsequent contribution in an identical amount from HoldCo to the Company.

Section 2.2 Elective Contributions. If the Company desires additional capital for any reason other than as set forth in Section 2.1 (an "Elective Contribution") it shall submit such request to the Board for Supermajority Approval. Except as set forth in Section 2.1, no dues or assessments to be paid by, or capital contributions to be made by, HoldCo or the Owners to the Company shall be required without Supermajority Approval. Except as agreed to by the Owners in writing, no contribution of capital pursuant to this Section 2.2 shall affect an Owner's Ownership Percentage. If the Board (pursuant to Supermajority Approval) determines that an Elective Contribution shall be given in exchange for a promissory note (which would be issued by HoldCo with the loan proceeds contributed to the Company), it shall be on terms determined by the Board (pursuant to Supermajority Approval).

Section 2.3 Distributions. If the Chief Financial Officer of the Company makes a determination that the Company has excess capital that is neither necessary for or expected to be utilized in connection with the Company's existing or planned operations, he or she may make a recommendation to the Board that it consider whether a dividend of a portion or all of such excess capital to the holders of the Equity Interests is appropriate. If a dividend of a portion or all of such excess capital is approved by Supermajority Approval in accordance with Section 5.3(a)(v), the Company shall seek permission from the OCI to make a dividend to the holders of its Equity Interests in an amount such that the risk based capital of the Company after such dividend shall be no less than Minimum RBC.

ARTICLE III RESTRICTIONS ON TRANSFER; RIGHT OF FIRST REFUSAL

Section 3.1 Restrictions on Transfer. Subject to Section 3.3, HoldCo shall not Transfer Equity Interests unless such proposed Transfer is approved by Supermajority Approval in accordance with Section 5.3(a)(viii) and complies with the procedures and requirements set forth in Section 3.2. To the fullest extent permitted by Law, no Transfer of or attempt to Transfer any Equity Interests in violation of the preceding sentence shall be effective or valid for any purpose. HoldCo shall not grant any proxy or enter into or agree to be bound by any voting trust with respect to the Equity Interests nor shall HoldCo enter into any agreements or arrangements of any kind with any Person with respect to the Equity Interests on terms that conflict with the provisions of this Agreement.

Section 3.2 Right of First Refusal.

(a) In connection with any Transfer of Equity Interests by the holder thereof (a “Transferring Person”) to any Person, such Transferring Person shall deliver written notice of such proposed Transfer to the Company and the Owners. Such written notice (the “Transfer Notice”) shall set forth, in reasonable detail, the terms and conditions of such proposed Transfer, including the name of the prospective purchaser (including all parties that directly or indirectly hold interests in the prospective purchaser), the payment terms, the type of disposition, the number and type of Equity Interests proposed to be Transferred (“Offered Interests”), the proposed purchase price for the Offered Interests (the “Offer Price”) and any other information reasonably requested by the Company or an Owner with respect to such proposed Transfer and the prospective purchaser, together with a complete and accurate copy of the prospective purchaser’s written offer to purchase the Offered Interests from the Transferring Person (except if, in connection with an Involuntary Transfer, no such written offer exists). The Transfer Notice shall further state that the Owners may acquire, in accordance with the provisions of this Agreement, the Offered Interests at a cash price per share equal to the Book Value Price.

(b) For a period of sixty (60) calendar days after receipt of the Transfer Notice (the “Initial Option Period”), an Owner may elect, by delivery of written notice to the Transferring Person, to purchase its pro rata portion (based on its Ownership Percentage) of the Offered Interests at a cash price per share equal to the Book Value Price and on the other terms and conditions set forth in the Transfer Notice. If an Owner does not elect to exercise such purchase option, each other Owner may elect for a period of thirty (30) calendar days after the expiration of the Initial Option Period (the “Subsequent Option Period”), by delivery of written notice to the Transferring Person, to purchase its pro rata portion (based on its Ownership Percentage calculated excluding the holdings of any Owner not electing to exercise its purchase option) of the remaining Offered Interests at a cash price per share equal to the Book value Price and on the other terms and conditions set forth in the Transfer Notice.

(c) The closing of the purchase of any Offered Interests pursuant to Section 3.2(b) shall take place at the principal office of the Company as soon as practical after the delivery of an election notice and receipt of approval of the OCI (or the OCI’s determination that it does not disapprove), but in no event later than the latest of either the one hundred and twentieth (120th) calendar day after the expiration of the Subsequent Option Period or the approval of the OCI (or the OCI’s determination that it does not disapprove). At such closing, each purchasing Owner shall deliver to the Transferring Person the Book Value Price in cash, on the same terms and conditions as set forth in the Transfer Notice, payable in respect of the Offered Interests in exchange for certificates duly endorsed representing the Offered Interests being acquired, together with stock powers, free and clear of all Liens (other than any Liens imposed hereunder). All of the foregoing deliveries will be deemed to be made simultaneously and none shall be deemed completed until all have been completed.

(d) If all of the Offered Interests are not purchased by an Owner, then the Transferring Person may Transfer all (but not less than all) of the remaining Offered Interests to the prospective purchaser identified in the Transfer Notice, but only: (i) upon Supermajority Approval in accordance with Section 5.3(a)(viii), (ii) in accordance with this Article III, and (iii) in accordance with the terms (including the Offer Price) set forth in the Transfer Notice, within three (3) months after expiration of the Subsequent Option Period. If any of the foregoing

clauses (i), (ii) or (iii) are not satisfied, then the Offered Interests shall not be Transferred. Any of such Offered Interests that have not been Transferred by the Transferring Person during such three (3) month period shall again be subject to the restrictions set forth in this Section 3.2 and must be reoffered to the Owners before any subsequent Transfer.

Section 3.3 Permitted and Prohibited Transfers. The provisions of Section 3.1 and Section 3.2 shall not apply to a Transfer of Equity Interests by HoldCo to a direct or indirect wholly owned subsidiary of HoldCo. Notwithstanding anything to the contrary contained in this Agreement, (a) in no event shall a Transferring Person Transfer (directly or indirectly) any Equity Interests to a Competitor, unless the Owners have consented thereto in writing and (b) a Transfer of Equity Interests will not be valid or of any force or effect if such Transfer would result in a violation or breach of any applicable Federal or state securities law or any agreement to which the Company is a party. Transfers of HoldCo common stock by a holder thereof that are permitted under the HoldCo Stockholders Agreement shall not be deemed to be or otherwise give rise to an indirect Transfer of any Equity Interests.

Section 3.4 Joinder. Any Equity Interests transferred pursuant to this Article III shall remain subject to the Transfer restrictions of this Agreement and the transferee of such Equity Interests shall execute and deliver to the Company a joinder agreement agreeing to be bound by the terms of this Agreement and shall take such other actions and execute such other documents as the Company and the Owners reasonably request. The Transferring Person shall pay all expenses incurred by the Company in connection with a Transfer pursuant to this Article III.

**ARTICLE IV
RISK POOLS AND SERVICE AREA EXPANSION**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

network access and sufficiency standards, the Acquiring Owner may propose a plan of action to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]
■ [REDACTED]
■ [REDACTED]

Section 4.3 Competing Investment Limitation. For so long as an Owner directly or indirectly holds Equity Interests, such Owner shall not hold, directly or indirectly, any capital stock, membership interest, security or other ownership interest of a WI Competitor.

**ARTICLE V
CORPORATE GOVERNANCE**

Section 5.1 Board of Directors. The Parties shall take all action, including but not limited to HoldCo voting or executing written consents with respect to the Equity Interests, in furtherance of the terms of this Section 5.1.

■ [REDACTED]

(b) Board Composition.

(i) HoldCo agrees to vote all Equity Interests and the Parties will take such other actions as are necessary or desirable to cause all members of the Board to be designated, elected, removed and or replaced in accordance with and pursuant to the terms of Section 4.1(b) (Board Composition) of the HoldCo Stockholders Agreement (as if the Company were HoldCo and its Board was the board of directors of HoldCo).

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



ARTICLE VI DISPUTES

Anything to the contrary contained herein notwithstanding, all disputes arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in this Article VI. If a dispute arises under this Agreement (including any alleged breach of this Agreement), a Party may submit the dispute to alternative dispute resolution under this Article VI by giving written notice thereof to the other Parties. The matter shall be submitted to the highest ranking executive officer of each Party who shall meet to attempt in good faith to resolve the dispute. If after thirty (30) days, the matter has not been resolved by the highest ranking executive officers of the Parties, at the request of any Party, the matter will be submitted to mediation by a mediator mutually acceptable to the Parties. Each Party will designate one or more representatives to participate in the mediation on behalf of such Party who will have the authority to accept a resolution of the dispute on behalf of such Party. The Parties will act immediately to jointly select a mediator and agree to hold the mediation as soon as possible, but no later than sixty (60) days following the expiration of the aforementioned thirty (30) day negotiation period. If, and only if, the dispute is not resolved by mediation, either Party may file suit in a court of competent jurisdiction to obtain a judicial determination or adjudication of the dispute, which may include specific performance, declaratory relief, or any other remedies available under the agreement, at law or in equity.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Notices. Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing (and provided by the person identified in the contact information included on the signature pages to this Agreement (or such person's successor or designee), to such other person designated by a Party by notice given as herein provided) and shall be deemed to have been given, (a) when received if given in person or by courier or a courier service, or (b) on the immediately following Business Day after deposit with a nationally recognized overnight carrier; in each case if addressed or directed to a Party in accordance with the contact information included on the signature pages to this Agreement, or to such other address as a Party may designate for itself by notice given as herein provided.

Section 7.2 Counterparts. This Agreement may be executed by electronic transmission (i.e., facsimile or electronically transmitted portable document format (PDF)) and in counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

Section 7.3 Interpretation. The headings preceding the text of Articles and Sections

included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Underscored references to Articles or Schedules shall refer to those portions of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the principles of conflicts of laws.

Section 7.5 Amendment and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any prior or subsequent occurrence.

Section 7.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment of any rights or obligations shall be made by any Party without the written consent of each other Party.

Section 7.7 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

Section 7.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon any third party any remedy, claim, liability, reimbursement, cause of action or other right.

Section 7.9 Further Assurances. Upon the reasonable request of any Party, each other Party will execute and deliver such other documents, releases, assignments and other instruments as may be required to effectuate completely the transactions contemplated hereby and to otherwise carry out the purposes of this Agreement; provided, however, no such action shall require any other Party to incur any additional cost or liability unless the requesting Party shall agree to reimburse the reasonable costs and expenses of such other Party.

Section 7.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

Section 7.11 Entire Understanding. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the Parties with respect to the matters set forth herein.

Section 7.12 Specific Performance. Each Party acknowledges and agrees that, in the event of any breach of this Agreement, the non-breaching Party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the Parties will (a) waive, in any action for specific performance, the defense of adequacy of a remedy at law, and (b) be entitled, in the non-breaching Party's sole discretion, in addition to any other remedy to which they may be entitled at law or in equity, to compel specific performance of this Agreement in any action instituted in accordance with this Section.

Section 7.13 Reproductions. This Agreement all other documents, instruments and agreements in the possession of any Party which relate hereto or thereto may be reproduced by such Party, and any such reproduction shall be admissible in evidence, with the same effect as the original itself, in any judicial or other administrative proceeding, whether the original is in existence or not. No Party will object to the admission in evidence of any such reproduction, unless the objecting Party reasonably believes that the reproduction does not accurately reflect the contents of the original and objects on that basis.

Section 7.14 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.15 Forum Selection and Consent to Jurisdiction. EACH OF THE PARTIES AGREE THAT ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT BETWEEN OR AMONG THE PARTIES, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF WISCONSIN LOCATED IN THE CITY OF MADISON, OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF WISCONSIN LOCATED IN THE CITY OF MADISON, AND OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 7.16 No Presumption Against Drafter. Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Interested Parties Agreement as of the date first set forth above.

The Company:

**PHYSICIANS PLUS INSURANCE
CORPORATION,**
a Wisconsin insurance corporation

By: _____
Troy D. Caraway, President and Chief
Executive Officer

Address for notice purposes:

Physicians Plus Insurance Corporation
2650 Novation Parkway
Madison, Wisconsin 53713
Attn: General Counsel

With a copy to each of GHS, UPH and UHC (which will not constitute notice) and an additional copy to (which will not constitute notice):

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Gary Scott Davis, P.A.
Matthew Bielen

IN WITNESS WHEREOF, the Parties have executed this Interested Parties Agreement as of the date first set forth above.

HoldCo:

QUARTZ HOLDING COMPANY,
a Wisconsin for-profit corporation

By: _____
[Name; Title]

Address for notice purposes:

Quartz Holding Company
840 Carolina Street
Sauk City, Wisconsin 53583
Attn: President

With a copy to each of GHS, UPH and UHC (which will not constitute notice) and an additional copy to (which will not constitute notice):

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Gary Scott Davis, P.A.
Matthew Bielen

GHS:

**GUNDERSEN LUTHERAN HEALTH
SYSTEM, INC.,**
a Wisconsin non-profit corporation

By: _____
Scott W. Rathgaber, M.D., Chief Executive
Officer

Address for notice purposes:

Gundersen Health System
1900 South Avenue, Mail Stop GB1-001
LaCrosse, WI 54601
Attn: General Counsel

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

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Gary Scott Davis, P.A.
Matthew Bielen

and an additional copy to (which will not constitute
notice):

Godfrey & Kahn SC
One East Main Street, Suite 500
Madison, Wisconsin 53703
Attn: Jed Roher

UPH:

IOWA HEALTH SYSTEM,
an Iowa non-profit corporation

By: _____
Kevin E. Vermeer, President and Chief
Executive Officer

Address for notice purposes:

UnityPoint Health
1776 West Lakes Parkway
Suite 400
West Des Moines, IA 50266
Attn: General Counsel

UHC:

UNIVERSITY HEALTH CARE, INC.,
a Wisconsin non-profit member corporation

By: _____
Michael E. Dallman
President

Address for notice purposes:

University Health Care, Inc.
7974 UW Health Court
Middleton, WI 53562
Attn: UW Health Legal Department

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

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Gary Scott Davis, P.A.
Matthew Bielen

and an additional copy to (which will not constitute notice):

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53703
Attn: Hamang B. Patel

and an additional copy to (which will not constitute notice):

Unity Health Insurance
840 Carolina St
Sauk City, WI 53583-1374
Attn: General Counsel

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]