
AMENDED AND RESTATED MEMBERS AGREEMENT

by and among

GUNDERSEN HEALTH PLAN, INC.

and its Members

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,

IOWA HEALTH SYSTEM

and

UNIVERSITY HEALTH CARE, INC.

Dated as of [_____], 2017

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AMENDED AND RESTATED MEMBERS AGREEMENT

This **AMENDED AND RESTATED MEMBERS AGREEMENT** (this "Agreement") is entered into as of [____], 2017 (the "Effective Date"), by and among Gundersen Health Plan, Inc., a Wisconsin non-stock service insurance corporation organized under Chapter 613 of Wisconsin Statutes (the "Company"), 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 "Members" and each individually a "Member". The Company, 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 April __, 2017 (the "Exchange Agreement") pursuant to which GHS, UPH and UHC have become (or continue as) members (as defined in Section 181.0103 of the Wisconsin Statutes) of the Company as of the date hereof;

WHEREAS, GHS, UPH and UHC are the only members (as defined in Section 181.0103 of the Wisconsin Statutes) of the Company;

WHEREAS, GHS, UHC and the Company are parties to that certain Members Agreement, dated as of May 2, 2016 (the "Legacy Agreement");

WHEREAS, GHS, UHC and the Company desire to amend and restate the Legacy Agreement, and UPH desires to join this Agreement, and this Agreement amends, restates and supersedes the Legacy Agreement in its entirety;

WHEREAS, the Company is authorized to do business in Wisconsin and Iowa and engages in the business of the operation of a health maintenance organization;

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 Members;

WHEREAS, the Parties intend this Agreement to constitute a voting agreement created under Section 181.0730 of the Wisconsin Statutes.

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]

“Additional Equity Amounts” means an amount of equity in HoldCo proportionate to the amount of Membership Rights being transferred by a Transferring Member in relation to all of the Transferring Member’s Membership Rights.

“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 Parties 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 Membership Right determined by subtracting the Company’s statutory liabilities from its statutory assets and dividing the difference by the total number of all Membership Rights.

“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.

[REDACTED]

[REDACTED]

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

“Defaulting Member” 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.

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

[REDACTED]

[REDACTED]

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

[REDACTED]

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

“HoldCo” means Quartz Holding Company, a Wisconsin for-profit corporation.

[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.

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

“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.

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

“Membership Percentage” means, with respect to a Member, the number of Membership Rights held by such Member divided by the number of Membership Rights held by all Members.

“Meriter” has the meaning set forth in Section 5.1(b)(i)(D).

[REDACTED]

“Membership Right” has the meaning set forth in the Company’s Amended and Restated Bylaws.

“Non-Transferring Member” has the meaning set forth in Section 3.2(a).

“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).

“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.

“PPIC” means Physicians Plus Insurance Corporation, a Wisconsin insurance corporation organized under Chapter 611 of the Wisconsin Statutes.

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

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

[REDACTED]

“Surplus Note” means a surplus note as permitted by the OCI and applicable Law.

“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 Membership Rights and any Involuntary Transfer.

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

“Transferring Member” 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.

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

[REDACTED]

[REDACTED]

[REDACTED]

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

“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, PPIC, Unity or Quartz).

ARTICLE II CAPITAL CONTRIBUTIONS

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 the Members 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, each Member shall make a cash contribution (a "Reserve Contribution") to the Company equal to such Member's Membership Percentage multiplied by the 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 the Members of a Reserve Deficiency shall be made by Majority Approval.

(b) In the event a Member fails to make all or part of a Reserve Contribution required pursuant to Section 2.1(a) (such Member, a "Defaulting Member"), the Company shall provide notice of that failure to the other Members (each a "Super Contributing Member") and such Member may elect to contribute to the Company in cash its pro rata portion (based on its Membership Percentage calculated excluding any holdings of the Defaulting Member or any other Member not electing to make a Super Contribution) of the Reserve Contribution which the Defaulting Member failed to contribute (a "Super Contribution"). If a Super Contributing Member elects to make a Super Contribution, the Super Contribution shall be given in exchange for a Surplus Note if permitted by the OCI. The Surplus Note shall bear interest at the lesser of the Applicable Rate or the highest annual rate permitted by the OCI and applicable Law and interest shall be paid by the Company to the Super Contributing Member as often as permitted by the OCI and applicable Law but no more frequently than monthly. The principal amount of the Surplus Note plus accrued but unpaid interest thereon shall be paid by the Company to each Super Contributing Member as promptly as permitted by the OCI and applicable Law, but in any event prior to any distribution by the Company to the Defaulting Member.

(c) If the OCI does not permit the issuance of a Surplus Note in exchange for a Super Contribution, the Company shall adjust the Membership Rights of the Members in favor of a Super Contributing Member in exchange for such Super Contribution such that its Membership Percentage after such adjustment will be equal to the quotient of (x) the Super Contribution plus the product of (A) the Super Contributing Member's Membership Percentage multiplied by (B) the total capital and surplus of the Company as set forth in the audited statutory financial statements of the Company 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 capital and surplus of the Company as set forth in the audited statutory financial statements of the Company for the end of the calendar year in which the Super Contribution is made. Any adjustment of Membership Rights contemplated by this Section 2.1(c) will be made promptly after the audited statutory financial statements of the Company 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 Member to make a Super Contribution will not constitute an election of remedies or limit the Super Contributing Member 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 Member's obligations under this Article II.

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, the Members to the Company shall be required without Supermajority Approval. Except as agreed to by the Members in writing, no contribution of capital pursuant to this Section 2.2 shall affect a Member's Membership Percentage. If the Board (pursuant to Supermajority Approval) determines that an Elective Contribution shall be given in exchange for a Surplus Note, it shall be on terms determined by the Board (pursuant to Supermajority Approval) and as permitted and approved by the OCI and applicable Law.

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 distribution of a portion or all of such excess capital to the holders of Membership Rights is appropriate. If a distribution of a portion or all of such excess capital is approved by Supermajority Approval in accordance with Section 5.3(a)(v), and if such distribution otherwise (i) comports with Section 181.1302(3) or 181.1302(4) of the Wisconsin Statutes, (ii) is consistent with the section 501(c)(4) exempt status of the Company, and (iii) is permitted under the Second Amended and Restated Articles of Incorporation of the Company effective May 2, 2016, as the same may be amended or restated from time to time, the Company shall seek permission from the OCI to make a distribution to the holders of Membership Rights in an amount such that the risk based capital of the Company after such distribution 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 and Section 3.4, no Member shall Transfer its Membership Rights 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 and Section 3.3. To the fullest extent

permitted by Law, no Transfer of or attempt to Transfer any Membership Rights in violation of the preceding sentence shall be effective or valid for any purpose. No Member shall grant any proxy or enter into or agree to be bound by any voting trust with respect to its Membership Rights nor shall any Member enter into any agreements or arrangements of any kind with any Person with respect to its Membership Rights on terms that conflict with the provisions of this Agreement.

Section 3.2 **Right of First Refusal.**

(a) In connection with any Transfer of Membership Rights by a Member (a "Transferring Member") to any Person, such Transferring Member shall deliver written notice of such proposed Transfer to the Company and the other Members (each a "Non-Transferring Member"). 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 of Membership Rights 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 a Non-Transferring Member 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 Member (except if, in connection with an Involuntary Transfer, no such written offer exists). The Transfer Notice shall further state that the Non-Transferring Members may acquire, in accordance with the provisions of this Agreement, the Offered Interests at a cash price per Membership Right 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"), a Non-Transferring Member may elect, by delivery of written notice to the Transferring Member, to purchase its pro rata portion (based on its Membership Percentage calculated excluding any holdings of the Transferring Member) 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 a Member does not elect to exercise such purchase option, each other Member 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 Member, to purchase its pro rata portion (based on its Membership Percentage calculated excluding the holdings of the Transferring Member and any Member not electing to exercise its purchase option) of the remaining Offered Interests at a cash price per Membership Right 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 Member

shall deliver to the Transferring Member 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 a certificate duly endorsed representing the Offered Interests being acquired, together with transfer 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 the Non-Transferring Member, then the Transferring Member 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 Member 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 Non-Transferring Members before any subsequent Transfer.

Section 3.3 Required Transfers.

(a) In connection with any Transfer of Membership Rights pursuant to this Agreement, the Transferring Member must simultaneously offer the Additional Equity Amounts to the Non-Transferring Members pursuant to the terms of Section 3.2 *mutatis mutandis*. If the Non-Transferring Members do not elect to purchase such Additional Equity Amounts, the Transferring Member must Transfer the Additional Equity Amounts to the Person that purchases the Membership Rights.

(b) Notwithstanding anything to the contrary contained herein, a Transfer of Membership Rights shall be permitted pursuant to the terms of this Agreement and shall be required to the extent such Transfer is contemplated, permitted and required pursuant to the terms of that certain Stockholders Agreement by and among the Members and HoldCo.

Section 3.4 Permitted and Prohibited Transfers. The provisions of Section 3.1 and Section 3.2 shall not apply to a Transfer of Membership Rights by a Member to an Affiliate of such Member; provided that a transferring Member shall provide the other Members with sixty (60) days prior written notice of a Transfer to an Affiliate and the transferring Member shall pay any applicable transfer tax (if any). Notwithstanding anything to the contrary contained in this Agreement, (a) in no event shall any Member transfer (directly or indirectly) any Membership Right to a Competitor, unless the other Members have consented thereto in writing, (b) a Transfer of Membership Rights 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 and (c) any Transfer of Membership Rights must be made to a non-profit entity exempt from federal income tax pursuant to Section 501(c)(3) or (c)(4) of the Internal Revenue Code.

Section 3.5 **Joinder.** Any Membership Rights transferred pursuant to this Article III shall remain subject to the Transfer restrictions of this Agreement and the transferee of such Membership Rights 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 Non-Transferring Members reasonably request. The Transferring Member 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]

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[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Section 4.3 **Competing Investment Limitation.** For so long as a Member directly or indirectly holds Membership Rights, such Member 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 the Members voting or executing written consents with respect to their Membership Rights, in furtherance of the terms of this Section 5.1.

[REDACTED]

(b) Board Composition.

(i) Each Member agrees to vote all Membership Rights held by such Member and will take such other actions as are necessary, and the Company will take all necessary and desirable action to cause:

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

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[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. Specifically, but not by way of limitation, this Agreement amends, restates and supersedes the Legacy Agreement in its entirety.

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 Wavier 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 Amended and Restated Members Agreement as of the date first set forth above.

The Company:

GUNDERSEN HEALTH PLAN, INC.,
Wisconsin non-stock service insurance corporation

By: _____
[Name; Title]

Address for notice purposes:

Gundersen Health Plan
1900 South Avenue – NCA2-01
La Crosse, Wisconsin 54601
Attn: Chairman of the Board

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

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