

---

STOCKHOLDERS AGREEMENT

by and among

QUARTZ HOLDING COMPANY

and its stockholders

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..... 4
Section 2.1	Mandatory Contributions ..... 4
Section 2.2	Elective Contributions ..... 5
Section 2.3	Distributions..... 5
ARTICLE III	RESTRICTIONS ON TRANSFER; ROFR; INVESTMENT LIMITATION..... 6
Section 3.1	Restrictions on Transfer..... 6
Section 3.2	Right of First Refusal..... 6
Section 3.3	Required Transfers..... 7
Section 3.4	Permitted Transfer and Prohibited Transfers..... 7
Section 3.5	Joinder..... 8
Section 3.6	Competing Investment Limitation ..... 8
ARTICLE IV	CORPORATE GOVERNANCE ..... 8
Section 4.1	Board of Directors..... 8
Section 4.2	Staggered Board..... 10
Section 4.3	Reserve Powers..... 10
Section 4.4	Consent of Each Owner ..... 10
ARTICLE V	DISPUTES..... 11
ARTICLE VI	MISCELLANEOUS PROVISIONS..... 11
Section 6.1	Notices ..... 11
Section 6.2	Counterparts..... 12
Section 6.3	Interpretation..... 12
Section 6.4	Governing Law ..... 12
Section 6.5	Amendment and Waivers..... 12
Section 6.6	Assignment ..... 12
Section 6.7	Expenses ..... 12
Section 6.8	No Third Party Beneficiaries ..... 12
Section 6.9	Further Assurances..... 12
Section 6.10	Severability ..... 13
Section 6.11	Entire Understanding ..... 13
Section 6.12	Specific Performance ..... 13
Section 6.13	Reproductions ..... 13
Section 6.14	Waiver of Jury Trial..... 13
Section 6.15	Forum Selection and Consent to Jurisdiction ..... 13
Section 6.16	No Presumption Against Drafter ..... 14

## STOCKHOLDERS AGREEMENT

This **STOCKHOLDERS AGREEMENT** (this "Agreement") is entered into as of [\_\_\_\_], 2017 (the "Effective Date"), by and among Quartz Holding Company, a Wisconsin for-profit corporation (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 beneficial owners of the Company and each being referred to individually herein as an "Owner" and collectively as the "Owners"). 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");

WHEREAS, the transactions contemplated by the Exchange Agreement have been consummated as of the Effective Date and GHS, UPH and UHC are the only stockholders of the Company;

WHEREAS, the Company is authorized to do business in Wisconsin;

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:

"Additional Equity Amounts" means an amount of membership rights in GHP proportionate to the amount of Equity Interests being transferred by a Transferring Person in relation to all of the Transferring Person's Equity Interests.

"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 liabilities from its 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.

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

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

“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 and any Person that acts as a third party administrator or similar service provider for any such Person.

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

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

[REDACTED]

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

[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]

[REDACTED]

“Non-Transferring Owner” 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).

“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 the Company held by such Owner divided by the number of shares of common stock of the Company 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.

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

“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(b).

“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]

“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, GHP, PPIC, Unity or Quartz).

## ARTICLE II CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

### Section 2.1 Mandatory Contributions.

(a) If the Board has determined that the Company has, or is at immediate risk of having, (i) an inability to pay its debts as they become due, (ii) inadequate capital to carry on its business, or (iii) aggregate liabilities that exceeds its aggregate assets, then in each case of the foregoing clauses (i), (ii) and (iii), the Board may provide written notice to the Owners of the amount of such deficiency (the "Capital Deficiency"). Within fifteen (15) days (the "Contribution Period") after receiving such notice from the Board of a Capital Deficiency, each Owner shall make a cash contribution (a "Capital Contribution") to the Company equal to such Owner's Ownership Percentage multiplied by the Capital Deficiency, which amount shall be utilized by the Company as required for then existing operations and obligations. Any determination to provide written notice to the Owners of a Capital Deficiency shall be made by Majority Approval.

(b) In the event an Owner fails to make all or part of a Capital 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 each such other 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 Capital Contribution) of the Capital 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 the Company. 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 the Company 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 the Company to the Super Contributing Owner as promptly as possible, but in any event prior to any dividend or other distribution by the Company to any holder of its Equity Interests.

(c) If a Super Contributing Owner elects to receive equity in exchange for its Super Contribution (rather than a promissory note), the Company 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 stockholders' equity of the Company as set forth in the audited 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 stockholders' equity of the Company as set forth in the audited financial statements of the Company 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 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 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.

**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 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 issued by 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 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. Any determination to make a dividend of a portion or all of such excess capital must be approved by Supermajority Approval in accordance with Section 4.3(a)(v).

### **ARTICLE III RESTRICTIONS ON TRANSFER; ROFR; INVESTMENT LIMITATION**

**Section 3.1 Restrictions on Transfer.** Subject to Section 3.3 and Section 3.4, no Owner shall Transfer its Equity Interests unless such proposed Transfer is approved by Supermajority Approval in accordance with Section 4.3(a)(vii) 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 Equity Interests in violation of the preceding sentence shall be effective or valid for any purpose. The Owners 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 the Owners 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 (other than the Transferring Person) (the "Non-Transferring 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 a Non-Transferring 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 Non-Transferring 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”), a Non-Transferring Owner may elect, by delivery of written notice to the Transferring Person, to purchase its pro rata portion (based on its Ownership Percentage calculated ignoring any holdings of the Transferring Person) 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 Non-Transferring Owner does not elect to exercise such purchase option, each other Owner (other than the Transferring Person) 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 the Transferring Person and any other 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, but in no event later than the one hundred and twentieth (120th) calendar day after the expiration of the Subsequent Option Period. 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 the Non-Transferring Owners, 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 4.3(a)(vii), (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 Non-Transferring Owners before any subsequent Transfer.

**Section 3.3 Required Transfers.**

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

(b) Notwithstanding anything to the contrary contained herein, a Transfer of Equity Interests 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 Members Agreement by and among the Owners and GHP.

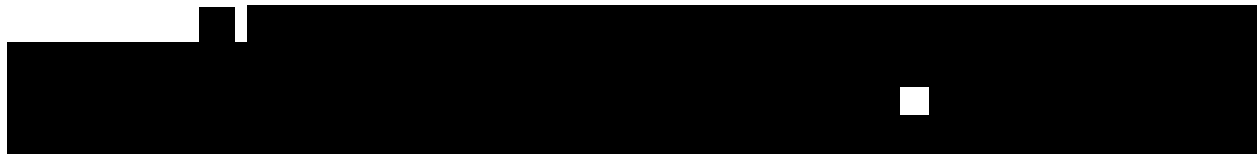
**Section 3.4 Permitted Transfer and Prohibited Transfers.** The provisions of Section 3.1 and Section 3.2 shall not apply to a Transfer of Equity Interests by an Owner to an Affiliate of such Owner; provided that a Transferring Owner shall provide the other Owners with sixty (60) days prior written notice of a Transfer to an Affiliate and the Transferring Owner shall pay any applicable transfer taxes (if any). 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.

**Section 3.5 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.

**Section 3.6 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 IV  
CORPORATE GOVERNANCE**

**Section 4.1 Board of Directors.** The Parties shall take all action, including but not limited to the Owners voting or executing written consents with respect to the Equity Interests, in furtherance of the terms of this Section 4.1.



[REDACTED]

(b) Board Composition.

(i) The Owners agree to vote all Equity Interests and the Parties will take such other actions as are necessary or desirable to cause:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

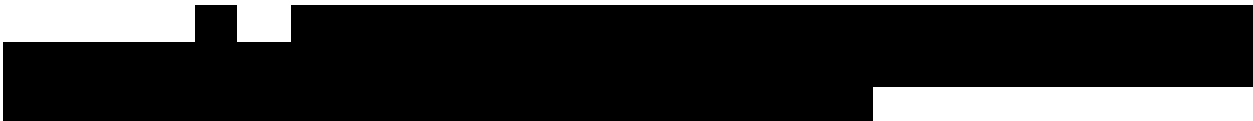
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**Section 4.2 Staggered Board.**

(a) The Board shall be and is divided into three (3) classes consisting of two (2) classes of four (4) Directors and one (1) class of three (3) Directors. Each of Class I and Class III shall have four (4) Directors and Class II shall have three (3) Directors. At all times one (1) GHS Director, one (1) UHC Director, and one (1) Independent Director shall be appointed to each of Class I, Class II and Class III, and one (1) UPH Director will be appointed to each of Class I and Class III. As of the Effective Date, Gerald Arndt, Jonathan Jaffery and Kevin R. Hauser are appointed to Class I, Dara Bartels, Michael E. Dallman, and John Sickels are appointed to Class II, and Michael J. Dolan, Robert W. Flannery, Heidi M. Eglash and Virginia Graves are appointed to Class III.

(b) Each Director shall serve for a term ending on the date of the third (3rd) annual meeting of the Company's stockholders following the annual meeting at which such Director was elected; provided, that the initial term for Directors in a given class shall expire at the same time as the expiration of the corresponding class term for the board of directors of Unity and GHP; provided further, that the term of each Director shall continue until the election and qualification of a successor and be subject to such Director's earlier death, resignation or removal.

**Section 4.3 Reserve Powers.**





**Section 4.4 Consent of Each Owner.** An Owner shall not vote Equity Interests to amend the Company’s bylaws or articles of incorporation or (with respect to actions reserved to stockholders under applicable law) cause the Company to take any action unless either (a) Supermajority Approval for such item has been obtained or (b) the prior or substantially simultaneous written consent of each other Owner to such item has been obtained.

**ARTICLE V  
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 V. 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 V 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 VI MISCELLANEOUS PROVISIONS**

**Section 6.1 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 6.2 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 6.3 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 6.4 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 6.5 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 6.6 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 6.7 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 6.8 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 6.9 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 6.10 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 6.11 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 matters set forth herein.

**Section 6.12 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 6.13 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 6.14 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 6.15 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 6.16 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 Stockholders Agreement as of the date first set forth above.

**The Company:**

**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]