

FORM A
STATEMENT REGARDING THE ACQUISITION OF CONTROL OF OR MERGER
WITH A
DOMESTIC INSURER

Filed with the Office of the Commissioner of Insurance,
State of Wisconsin

Gundersen Health Plan, Inc.

Name of Domestic Insurer

By

University Health Care, Inc.

Name of Acquiring Person ("Applicant UHC")

and

Unity Health Plans Insurance Corporation

Name of Domestic Insurer

By

Gundersen Lutheran Health System, Inc.

Name of Acquiring Person ("Applicant GHS")

Filed with the Wisconsin Office of the Insurance Commissioner

Date: December 22, 2015

Name, title, address and telephone number of individual to whom notices and correspondence concerning this statement should be addressed:

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with a copy to:

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INTRODUCTION

A. Definitions:

The definitions used throughout this Form A Statement (the "Statement") to designate the companies that are a part of the transaction described herein are as follows:

GHP -	Gundersen Health Plan, Inc.
GHS -	Gundersen Lutheran Health System, Inc.
GLAS -	Gundersen Lutheran Administrative Services, Inc.
UHC -	University Health Care, Inc.
Unity -	Unity Health Plans Insurance Corporation
Quartz -	SPWI TPA, Inc. (d/b/a Quartz)

The term “Parties” will be used herein to refer to all of the entities listed above. The term “Insurers” will be used herein to refer to GHP and Unity together. The entirety of the agreements between the Parties will be referred to herein as the “Transaction.”

B. Summary of Transaction Description:

The Parties to this Transaction will enter into a partnership to share management and administrative services with respect to the insurance operations of Gundersen Lutheran Health System, Inc., a not-for-profit hospital system located in LaCrosse, Wisconsin, and University Health Care, Inc., a not-for-profit entity located in Madison, Wisconsin associated with the University of Wisconsin Hospitals and Clinics Authority (“UWHCA”) and the University of Wisconsin Medical Foundation (“UWMF”). UHC serves as a network development vehicle by developing regional programs and clinical centers, and developing business relationships with other health care providers. UHC also acts as a unifying mechanism for negotiating and servicing managed care contracts with insurers, employers and other health care organizations. The primary goals of the partnership are to:

- Provide greater access to innovative, high quality, affordable health care solutions to consumers of health care services.
- Promote the health and overall well-being of the health care consumers who purchase insurance products from the Insurers by promoting each Insurer’s best products and services.
- Better and more efficiently support the population health efforts of each sponsoring health system.
- Efficiently use the data of each sponsoring health system to facilitate superior clinical outcomes.
- Achieve a more competitive position for each Insurer regionally and statewide through economies of scale through the combination of back-office functions such as claims management, regulatory, data warehouse, underwriting and sales.
- Foster competition in Wisconsin with national and regional carriers.
- Expand the availability of provider-sponsored health insurance across Wisconsin and contiguous states.
- Partner with other health plans or delivery systems in Wisconsin and contiguous states to develop a geographically cohesive care network.

The Parties will accomplish the partnership through an agreement to exchange the membership rights in GHP with the stock of Unity. GHS will take a 25% interest in Unity and UHC will take a 75% interest in GHP through the exchange of Unity stock and GHP member interests. The agreement that provides the terms and conditions of this exchange and establishes the partnership of the Parties is the “Exchange Agreement,” which is included with this Statement as **Exhibit A**. In conjunction with the Exchange Agreement, UHC and GHS will enter into an agreement (the “Unity Stockholders Agreement”) governing their interests in Unity and an agreement (the “Members Agreement”) governing their interests in GHP. Copies of the Unity Stockholders Agreement and the Members Agreement are included with this Statement as **Exhibits B and C**, respectively.

In conjunction with and to support the partnership, the Parties will jointly own Quartz, which will function as a management services organization for the Insurers. Quartz is an existing entity currently wholly owned by Unity. Prior to the transaction, Unity will transfer all of its issued and outstanding shares in Quartz to UHC. On the closing date of the Transaction, UHC will transfer 25% of its shares in Quartz to GHS pursuant to a Stock Transfer Power (copy included with this Statement as **Exhibit D**). On the closing date of this Transaction, GHS will own 25% and UHC will own 75% of the issued and outstanding shares in Quartz. UHC and GHS will enter into an agreement (the “Quartz Stockholders Agreement”) governing their relationship as stockholders of Quartz. The Quartz Stockholders Agreement is included with this Statement as **Exhibit E**.

Each of the Insurers will also enter into agreements under which Quartz will provide management and administrative services to the Insurers (the “Management Agreements”). The Insurers’ Management Agreements are included with this Statement as **Exhibit F**. As an interim measure until January 1, 2017 when employees in the two health systems currently providing management and administrative services to the Insurers will become employed directly by Quartz, Quartz will enter into an employee leasing agreement with GLAS, a management services organization currently controlled solely by GHS that provides administrative services to GHP, and with Unity (together the “Employee Lease Agreements”). The Employee Leasing Agreements are included with this Statement as **Exhibit G**. The Employee Lease Agreements are identical except for the parties and the recitals.

To accommodate the Transaction, it was necessary to amend the Bylaws and Articles of Incorporation of GHP and the Bylaws of Unity and Quartz. Marked copies of the Bylaws and Articles of Incorporation for GHP are included with this Statement as **Exhibits H and I**, respectively. Copies of the Bylaws for Unity and Quartz are included with this Statement as **Exhibits J and K**, respectively.

ITEM 1. INSURER AND METHOD OF ACQUISITION

1. Gundersen Health Plan, Inc.
1836 South Avenue
LaCrosse, WI 54601-5429

2. Unity Health Plans Insurance Corporation
840 Carolina Street
Sauk City, WI 53583

GHS, the ultimate controlling person of GHP, and UHC, the ultimate controlling person of Unity, will enter into the Exchange Agreement under which UHC will transfer 25% of its stock in Unity to GHS and GHS will transfer 75% of its membership rights in GHP to UHC. In addition, Quartz, a management service organization currently owned by Unity, will on the closing date of the Transaction become jointly owned 25% by GHS and 75% by UHC. The Insurers will consolidate, as much as feasible, management and administration of the Insurers in Quartz.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) Name and address of the applicants.

1. With respect to Applicant UHC's interest in GHP:

University Health Care, Inc.
301 S. Westfield Road
Madison, WI 53717

2. With respect to Applicant GHS's interest in Unity:

Gundersen Lutheran Health System, Inc.
1900 South Avenue
LaCrosse, WI 54601

(b) Nature of its business operations and future business.

1. Applicant UHC is a not-for-profit membership corporation which serves as a network development vehicle by developing regional programs and clinical centers, and developing business relationships with other health care providers. Applicant's business includes furthering the teaching, research, and service functions of the University of Wisconsin Medical School, UWHCA and UWMF. It is jointly and equally controlled by UWHCA and UWMF. Applicant UHC currently owns 100% of the stock of Unity.

2. Applicant GHS is a not-for-profit comprehensive hospital and clinic system consisting of hospitals, clinics and nursing homes in western Wisconsin, Iowa and Minnesota. Applicant GHS currently controls 100% of the member rights in GHP.

Neither Applicant UHC nor Applicant GHS have current plans to substantially modify their business. See the Introduction and Item 6 of this Statement for a description of the future plans for the Insurers.

(c) Organizational chart; court proceedings.

Included with this Statement are the current organizational charts for UHC and GHS, as **Exhibits L and M**, respectively, showing the percentage of voting stock, where applicable, and the percentage of membership rights, where applicable. Also included as **Exhibit N** are pre-Transaction and post-Transaction organizational charts showing the percentage of voting stock, where applicable, and the percentage of membership rights, where applicable.

1. Applicant UHC.

Applicant UHC is a not-for-profit membership organization with two members, UWMF and UWHCA. As members of UHC, each of UWMF and UWHCA are entitled to one vote on matters related to UHC. As of the date of this filing, in addition to its two members, Applicant UHC wholly owns Unity and indirectly owns Quartz. As the Applicant UHC's members, UWMF and UWHCA have limited control over the Applicant. Applicant UHC's board of directors makes all of its decisions, except on the following issues, when the members are entitled to vote pursuant to Wis. Stat. Chapter 181 and the Applicant's Articles of Incorporation and Bylaws:

- (i) amendment to the articles of incorporation or bylaws;
- (ii) plan of merger;
- (iii) sale of assets other than in the regular course of activities;
- (iv) dissolution; and
- (v) matters on which the board of directors requests the members' input.

In addition, the members of Applicant UHC hire individuals who by nature of their positions in the members' organizations serve on Applicant UHC's board of directors pursuant to its Bylaws.

2. Applicant GHS.

Applicant GHS is a not-for-profit organization without members. It controls GHP through its exercise of 100% of the membership rights in GHP, including the right to appoint GHP's board of directors. Applicant GHS controls GLAS, also a not-for-profit company, directly through the exercise of 100% of its membership rights and controls Gundersen Lutheran Health Plan of Minnesota indirectly through its control of GHP.

There are no court proceedings involving a reorganization or liquidation pending with respect to any entities shown in Exhibits L through N.

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT

1. Applicant UHC.

Included with this Statement as **Exhibit O** is a list of the principal officers and directors of Applicant UHC. Biographical Affidavits are on file with the OCI and are incorporated herein.

2. Applicant GHS.

Included with this Statement as **Exhibit P** is a list of the principal officers and directors of Applicant GHS. Biographical Affidavits are either on file with the OCI and are incorporated herein or will be submitted under separate cover shortly.

3. Proposed Insurer Directors and Officers.

As a result of the Transaction, the boards of directors of both GHP and Unity will change. Each board will have nine directors: three directors designated by GHS, three directors designated by UHC, and three independent directors. Because GHP has a Certificate of Authority in Iowa and Iowa law requires that 30% of a licensed health maintenance organization's board of directors consist of enrollees in the health maintenance organization, GHP's three independent directors will consist of enrollees in GHP who will be appointed by a vote of no less than five of the GHS and UHC directors. GHS and UHC will each choose one of Unity's independent directors and the board of directors by a vote of no less than five directors will appoint the third independent director.

Included with this Statement as **Exhibit Q** is a list of proposed directors and officers for GHP. Biographical Affidavits are either on file with the OCI and are incorporated herein or will be submitted under separate cover shortly.

Included with this Statement as **Exhibit R** is a list of proposed directors and officers for Unity. Biographical Affidavits are either on file with the OCI and are incorporated herein or are included with this Statement as **Exhibit S**. *The Parties request that the OCI keep Exhibit S*

confidential and are including it in this Statement under separate cover.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Nature, source and amount of funds or other considerations used, or to be used, in effecting the merger or other acquisition of control.

On the closing date of this Transaction, GHS will exchange 75% of its member rights in GHP for 25% of Unity stock currently held by UHC. The Transaction also contemplates a cash contribution by GHS to GHP at closing which will be calculated based either on the Insurers' 2015 third-quarter or 2015 year-end financial statements, if available from both GHP and Unity. The amount to be contributed by GHS to GHP at closing of the Transaction will be based on the formula established in the Exchange Agreement (**Exhibit A, Section 1.1(b)**), but generally will equal the amount necessary to have GHP capital and surplus equal one-third of Unity capital and surplus at the closing date of the Transaction.

All funds contributed by GHS to GHP with respect to this Transaction will come from GHS and UHC operating funds. No funds will be borrowed.

(b) Criteria used in determining the nature and amount of such consideration.

Management of Unity and GHP made the determination to base the value of the transaction at "book value." Book value is based on each company's Statutory - Total Capital and Surplus that is reported in the equity section of the statutory financial statements. The final calculation will be based on the audited December 31, 2015 statutory statements plus/minus the CMS reported Risk Adjustment and Reinsurance (reported in June 2016) plus any additional capital contributed by GHS or UHC. The intent is to have the ownership based on 75% UHC and 25% GHS.

ITEM 5. APPLICANT'S FUTURE PLANS FOR THE INSURER (plans to declare an extraordinary dividend, or to liquidate the insurer, to sell the insurer's assets, merge the insurer or any other material change in its business operations, corporate structure or management)

The Parties have no current plans to declare an extraordinary dividend, to liquidate the Insurers, sell the Insurers' assets, or merge the Insurers. Proposed changes to the corporate structure and management have been described in other sections of this Statement. It is the current intention of the Parties to migrate certain business currently written by the Insurers so that the Insurers can promote each company's market expertise and best products and services. It is the current intention of the Parties that the government business (Medicare and Medicaid) will be underwritten by GHP and the commercial business will be underwritten by Unity. The proposed business migration is intended to occur as of January 1, 2017 for some products and as of January 1, 2018 for other products. The Parties will submit the required regulatory filings

seeking approval or nondisapproval, as applicable, of the transactions involving the migration of business between Insurers.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

Under the Exchange Agreement, Applicant GHS will acquire from UHC a 25% equity interest in Unity and Quartz (equity in Quartz to be transferred to GHS through the Stock Transfer Power) and Applicant UHC will acquire 75% of GHS's member rights in GHP. GHS's 25% equity interest in Unity will equal 25,000 issued and outstanding shares of Unity and its 25% equity interest in Quartz will equal 25 of the issued and outstanding shares of Quartz. The Bylaws of GHP provide for 100 membership rights in GHP. UHC's 75% of GHP's membership rights will equal 75 membership rights.

The Transaction contemplates a cash contribution by GHS to GHP at closing which will be calculated based on either the Insurers' 2015 third-quarter or 2015 year-end financial statements, if year-end financials are available from both Insurers. The amount to be contributed by GHS to GHP at closing will be based on the formula established in the Exchange Agreement (**Exhibit A, Section 1.1(b)**), the amount necessary to have GHP capital and surplus equal one-third of Unity capital and surplus. The Exchange Agreement (**Exhibit A, Section 1.3**) contemplates that GHS's cash contribution at closing will be adjusted based on the 2015 audited financial statements of GHP and Unity under the same formula as used to calculate GHS's contribution to GHP at closing. If GHP capital and surplus is greater than one-third of the Unity capital and surplus, UHC will make the necessary cash contribution to Unity to have GHP capital and surplus equal one-third of Unity capital and surplus.

The Bylaws of both Insurers will be amended effective as of closing to provide for boards of directors of the Insurers that reflect their interests. GHP's Articles of Incorporation will also be amended to conform them to the Transaction agreements. See **Exhibits H through K**.

GHP's board will consist of nine directors, three directors appointed by GHS, three directors appointed by UHC and three independent directors. GHS will appoint one independent director, UHC will appoint one independent director and the remaining independent director will be chosen by a vote of no fewer than five sitting directors. The GHP directors will be divided into three classes of three directors each, with one independent director and one director from GHS and UHC in each class. In order to comply with Iowa requirements, all GHP independent directors will be GHP enrollees.

Unity's board also will consist of nine directors, four directors appointed by UHC, one of whom will be an independent director, and four appointed by GHS, one of whom will be an independent director. The remaining independent director will be chosen by a vote of no fewer than five sitting directors. The Unity directors also will be divided into three classes of three directors each, with one independent director and one director from GHS and UHC in each class. Quartz's Bylaws contain the director provisions identical to those in the Unity Bylaws.

The Applicants will enter into a Members Agreement (see **Exhibit C**) with respect to the governance of their membership rights in GHP and Stockholders Agreements with respect to the governance of their equity holdings in Unity and Quartz (see **Exhibits B and E**, respectively). The Members and Stockholders Agreements govern mandatory and elective capital contributions, restrictions on transfer and right of first refusal, certain payments with respect to potential loss of Wisconsin Department of Employee Trust Funds business, corporate governance, reserve powers and dispute resolution.

The Insurers will each enter into a Management Agreement with Quartz (see **Exhibit F**) under which Quartz will provide management and administrative services as specified in the Management Agreement to each Insurer. The board of directors of each Insurer will retain oversight authority over the management and administrative services provided by Quartz. Reimbursement to Quartz for the services provided will be at the cost to Quartz of providing such services. The Management Agreements may be terminated for specified reasons, including if the services provided do not further the Insurers' purposes. In the event of termination, the Management Agreements require Quartz to continue to provide the services for a period reasonably necessary for the Insurers to transfer the services to a different provider.

Management of Unity and GHP agreed that book value is the appropriate value for this transaction. Management worked with external tax advisors and an external valuation firm to support the various transactions involved with this joint agreement to be factually sound. The valuation firm valued each transaction by using various methods: Residual Income analysis, Comparable Public Company analysis, and Comparable Transaction analysis. Based on the analysis and discussion with the tax advisors, management has the support to validate the ownership split of 75%/25% as noted in Item 4(b).

ITEM 7. OWNERSHIP OF VOTING SECURITIES

Neither of the Applicants nor any of their affiliates nor any person identified in Item 3 of this Statement have any right to acquire beneficial ownership in the Insurers other than as described in the Introduction and in Item 6 of this Statement.

ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER

Neither of the Applicants nor any of their affiliates nor any person identified in Item 3 of this Statement have any contracts, arrangements or understandings with respect to any voting security of the Insurers other than as described in the Introduction and in Item 6 of this Statement.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

Neither of the Applicants nor any of their affiliates nor any person identified in Item 3 of this Statement has purchased any voting securities of the Insurers.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

Neither of the Applicants nor any of their affiliates nor any person identified under Item 3 of this Statement, nor anyone else based upon interviews or at the suggestion of the Applicants, their affiliates or any person identified under Item 3 of this Statement, have made any recommendations to purchase any voting security of the Insurers during the twelve calendar months preceding the filing of this Statement.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

Neither of the Applicants nor any of their affiliates have any contract, understanding or agreement with any broker-dealers with respect to the solicitation of any voting securities issued by the Insurers.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

Items (a) – (c): Following is a list of all exhibits, including audited financial statements, to this Statement:

- Exhibit A – Exchange Agreement between Gundersen Lutheran Health System, Inc. and University Health Care, Inc. and all exhibits and disclosure schedules.
- Exhibit B – Stockholders Agreement by and among Unity Health Plans Insurance Corporation and its Stockholders Gundersen Lutheran Health System, Inc. and University Health Care, Inc.
- Exhibit C – Members Agreement by and among Gundersen Health Plan, Inc. and its Members Gundersen Lutheran Health System, Inc. and University Health Care, Inc.
- Exhibit D – Stock Transfer Power.
- Exhibit E – Stockholders Agreement by and among SPWI TPA, Inc. (d/b/a Quartz) and its Stockholders Gundersen Lutheran Health System, Inc. and University Health Care, Inc.

- Exhibit F – Management Agreement between Gundersen Health Plan, Inc. and SPWI TPA, Inc. (d/b/a Quartz); Management Agreement between Unity Health Plans Insurance Corporation and SPWI TPA, Inc. (d/b/a Quartz).
- Exhibit G – Employee Lease Agreement between SPWI TPA, Inc. (d/b/a Quartz) and Unity Health Plans Insurance Corporation; Employee Lease Agreement Between SPWI TPA, Inc. (d/b/a Quartz) and Gundersen Lutheran Administrative Services, Inc.
- Exhibit H – Amended and Restated Bylaws of Gundersen Health Plan, Inc. This is a marked copy showing the changes from the GHP Bylaws now on file at the OCI. *The Applicants are requesting confidential treatment with respect to the marked copy only and are filing them under separate cover.*
- Exhibit I – Second Amended and Restated Articles of Incorporation of Gundersen Health Plan, Inc. This is a marked copy showing the changes from the GHP Articles of Incorporation now on file at the OCI. *The Applicants are requesting confidential treatment with respect to the marked copy only and are filing them under separate cover.*
- Exhibit J – Amended and Restated Bylaws of Unity Health Plans Insurance Corporation. This is a marked copy showing the changes from the Unity Bylaws now on file at the OCI. *The Applicants are requesting confidential treatment with respect to the marked copy only and are filing them under separate cover.*
- Exhibit K – Amended and Restated Bylaws of SPWI TPA, Inc. (d/b/a Quartz). This is a marked copy showing the changes from Quartz's current Bylaws. *The Applicants are requesting confidential treatment with respect to marked copy only and are filing them under separate cover.*
- Exhibit L – Organizational Chart for University Health Care, Inc.
- Exhibit M – Organizational Chart for Gundersen Lutheran Health System, Inc.
- Exhibit N – Organizational Charts of University Health Care, Inc. and Gundersen Lutheran Health System, Inc. pre-Transaction and post-Transaction.
- Exhibit O – Applicant University Health Care, Inc. Directors and Principal Officers. Biographical Affidavits of University Health Care, Inc.'s Directors and Principal Officers already on file are incorporated herein by reference and are not included with this Statement. Biographical Affidavits not already on file with the OCI will be submitted under separate cover shortly.

- Exhibit P – Applicant Gundersen Lutheran Health System, Inc. Trustees and Principal Officers. Biographical Affidavits of directors and principal officers already on file are incorporated herein by reference and are not included with this Statement. Biographical Affidavits not already on file with the OCI will be submitted under separate cover shortly.
- Exhibit Q – Proposed Officers and Directors for Gundersen Health Plan, Inc. Biographical Affidavits for Proposed Gundersen Health Plan, Inc. Directors and Principal Officers already on file are incorporated herein by reference and are not included with this Statement. Biographical Affidavits not already on file with the OCI will be submitted under separate cover shortly.
- Exhibit R – Proposed Officers and Directors for Unity Health Plans Insurance Corporation.
- Exhibit S – Biographical Affidavits for Proposed Unity Health Plans Insurance Corporation Directors and Principal Officers. Biographical Affidavits for directors already on file are incorporated herein by reference and are not included with this Statement. *The Applicants are requesting confidential treatment with respect to the Biographical Affidavits and are filing them under separate cover.*
- Exhibit T – Audited Annual Statements for University Health Care, Inc. for years 2010 through 2014 and unaudited financial statements through the third quarter of 2015. The audited Annual Statements for Unity Health Plans Insurance Corporation for years 2010 through 2014 and for the third quarter of 2015 are on file at the OCI and are incorporated herein by reference.
- Exhibit U - Audited Annual Statements for Gundersen Lutheran Health System, Inc. for years 2010 through 2014 and unaudited financial statements through the third quarter of 2015. The audited Annual Statements for Gundersen Health Plan, Inc. for years 2010 through 2014 and the third quarter of 2015 are on file at the OCI and are incorporated herein by reference.
- Exhibit V – Audited Annual Statements for Gundersen Lutheran Health Plan Minnesota for years 2012 through 2014 and the third quarter of 2015.

- Exhibit W - Three-year financial projections for Unity Health Plans Insurance Corporation and Gundersen Health Plan, Inc. *The Applicants are requesting confidential treatment with respect to the financial projections and are filing them under separate cover.*
- Exhibit X – Board resolutions for University Health Care, Inc. and Gundersen Lutheran Health System, Inc. approving the Transaction.
- Exhibit Y – Form E, Pre-Acquisition Notification Statement of the Potential Competitive Impact of a proposed Merger or Acquisition. *The Applicants are requesting confidential treatment with respect to the form E and are filing the Form E under separate cover.*

ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT

Applicant agrees to provide, to the best of its knowledge and belief, the information required by form F within fifteen (15) days after the end of the month in which the acquisition of control occurs.

(signature pages to follow)

ITEM 14. SIGNATURE AND CERTIFICATION

Signature and certification required as follows:

SIGNATURE – University Health Care, Inc.

Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, University Health Care, Inc. has caused this application to be duly signed on its behalf in the city of Madison and state of Wisconsin on the day of 18th December, 2015.

(SEAL)

University Health Care, Inc.

By: Michael Dallman
Michael Dallman
President

Attest:

Darla Farley
Name and Title: Executive Assistant

The undersigned deposes and says that he has duly executed the attached application dated December 18th, 2015, for and on behalf of University Health Care, Inc.; that he is the President of such company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

DANIEL P. BRZOWSKI
Notary Public
State of Wisconsin

Michael Dallman
Michael Dallman
President

Subscribed and sworn to this
18th day of December, 2015.

Daniel P. Brzowski

Notary Public

My commission expires on: IS PERMANENT

SIGNATURE – Gundersen Lutheran Health System, Inc.

Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, Gundersen Lutheran Health System, Inc. has caused this application to be duly signed on its behalf in the city of LaCrosse and state of Wisconsin on the day of 21, December, 2015.

(SEAL)

Gundersen Lutheran Health System, Inc.

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

Attest:

Robert Kuntz, CEO Executive Assistant
Name and Title:

The undersigned deposes and says that he has duly executed the attached application dated December 21, 2015, for and on behalf of Gundersen Lutheran Health System, Inc.; that he is the Chief Executive Officer of such company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

Scott W. Rathgaber, M.D.
Scott W. Rathgaber, M.D.
Chief Executive Officer

Subscribed and sworn to this
21st day of December, 2015.

Dana J. Grogan
Notary Public

My commission expires on: 25 August