EXCHANGE AGREEMENT

by and among

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,

UNIVERSITY HEALTH CARE, INC.,

IOWA HEALTH SYSTEM,

AURORA HEALTH CARE, INC.,

QUARTZ HOLDING COMPANY, and

QUARTZ HEALTH PLAN CORPORATION

Dated as of May 1, 2020

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EXCHANGE AGREEMENT

This **EXCHANGE AGREEMENT** (the "Agreement") dated as of May 1, 2020, is by and among Gundersen Lutheran Health System, Inc., a Wisconsin nonstock corporation ("GHS"), University Health Care, Inc., a Wisconsin nonstock corporation ("UHC"), Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation ("UPH" and together with UHC and GHS, the "Legacy Owners" and each individually, a "Legacy Owner"), Aurora Health Care, Inc., a Wisconsin nonstock corporation ("AHC"), Quartz Holding Company, a Wisconsin corporation organized under Chapter 180 of the Wisconsin Statutes ("QHC"), and Quartz Health Plan Corporation (f/k/a Gundersen Health Plan, Inc.), a Wisconsin nonstock service insurance corporation organized under Chapter 613 of the Wisconsin Statutes ("QHPC" and together with QHC, the "Quartz Parent Entities" and each individually, a "Quartz Parent Entity"). The Legacy Owners, AHC and the Quartz Parent Entities are sometimes referred to herein individually as a "Party" and together as the "Parties". Capitalized terms used in this Agreement that are not otherwise defined shall have the meanings set forth in Exhibit A attached to this Agreement, which is incorporated in this Agreement as if fully set forth herein.

RECITALS:

WHEREAS, as of the date hereof, the Legacy Owners own all of the issued and outstanding Capital Stock of QHC and are the only members of QHPC, each in the percentages as set forth in the diagram attached hereto as Exhibit B;

WHEREAS, QHC owns all of the capital stock of (i) Quartz Health Solutions, Inc., a Wisconsin corporation organized under Chapter 180 of the Wisconsin Statutes ("QHS"), and (ii) Quartz Health Insurance Corporation (f/k/a Physicians Plus Insurance Corporation), a Wisconsin stock insurance corporation organized under Chapter 611 of the Wisconsin Statutes ("QHIC");

WHEREAS, QHIC owns all of the capital stock of Quartz Health Benefit Plans Corporation (f/k/a Unity Health Plans Insurance Corporation), a Wisconsin stock insurance corporation organized under Chapter 611 of the Wisconsin Statutes ("QHBP");

WHEREAS, QHPC is the sole member of Quartz Health Plan MN Corporation, a Minnesota corporation ("QHPM");

WHEREAS, the Parties desire for AHC (i) to become a member of QHPC as a result of Phase 1 (as defined herein), and, in the future and upon the satisfaction of certain conditions set forth herein, (ii) to acquire Capital Stock of QHC as a result of Phase 2 (as defined herein), and (iii) to acquire additional membership interest in QHPC and Capital Stock of QHC, and certain rights with respect to the Quartz Parent Entities as a result of Phase 3(as defined herein) (Phase 1, Phase 2 and Phase 3, and the related transactions described herein, collectively, the "Transaction");

WHEREAS, the transactions contemplated by Phase 1 and Phase 2 require separate approvals from the OCI (respectively the "Phase 1 Form A" and the "Phase 2 Form A") and the transactions contemplated by Phase 1 require a filing with the DOH; and

WHEREAS, the Parties anticipate that the earliest that the conditions for the Phase 2 Closing will be met is at least 18 months after the Phase 1 Closing.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

ARTICLE I.
EXCHANGES

1.1 Generally. The Parties (a) agree to the Transaction, consisting of three phases, as described below, and (b) acknowledge that (i) the Phase 2 Closing is subject to the satisfaction of conditions precedent including the filing of the Phase 2 Form A and the OCI's approval thereof, (ii) the Phase 3 Closing (if one is required) is subject to the satisfaction of conditions precedent, and (iii) the conditions precedent to the Phase 2 Closing and the Phase 3 Closing (if any) cannot be satisfied until after the Phase 1 Closing.

1.2 Phase 1. Upon the terms and subject to the conditions set forth in this Agreement, the following actions shall occur ("Phase 1").

(a) AHC Contribution. On such date that is within three (3) Business Days following the date of satisfaction of all conditions to the Phase 1 Closing or waiver thereof by the applicable Party but not later than July 1, 2020, or if the applicable Parties mutually agree in writing on a different date, the date upon which they have mutually agreed (the "Phase 1 Closing Date"), AHC shall contribute capital to QHPC in an amount equal to the greater of (A) (Five Million Dollars ($5,000,000) or (B) such amount necessary such that (x) the AHC capital contribution to QHPC divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHPC as of the Phase 1 Closing Date generates a quotient equal to 0.15 (the "Phase 1 Closing Contribution").

(b) QHPC Membership Issuance.

(i) Generally. On the Phase 1 Closing Date, QHPC shall issue to AHC fifteen percent (15%) of the aggregate outstanding Class A Membership Rights of QHPC free and clear of all Liens.

(ii) Modification if Contribution Exceeds 15%. Notwithstanding the foregoing, if the amount contributed by AHC to QHPC on the Phase 1 Closing Date is Five Million Dollars ($5,000,000), and such amount is greater than the amount described in clause (B) of Section 1.2(a), then the amount of Membership Rights issued to AHC shall be determined such that immediately after the Phase 1 Closing Date AHC holds a percentage of Membership Rights equal to the quotient of (x) the AHC capital contribution to QHPC divided by (y) the sum

of the amount in clause (x) plus the Net Book Value of QHPC as of the Phase 1 Closing Date. Such additional Membership Rights shall be Class A Membership Rights of QHPC; provided, that if such increased issuance would cause AHC to hold more than twenty percent (20%) of the aggregate outstanding Class A Membership Rights of QHPC, then such excess (if any) shall instead be issued as Class B Membership Rights of QHPC.

(c) Treatment of AHC Contribution. The Phase 1 Closing Contribution shall be designated by QHPC as an amount to support the Risk Based Capital needs for members in the Advocate Aurora Quartz Medicare Advantage Product.

(d) Phase 1 Related Agreements. On the Phase 1 Closing Date, the Parties shall enter into the Phase 1 Related Agreements. The Class A Membership Rights of QHPC issued to AHC on the Phase 1 Closing Date shall have limited management and consent rights specific to AHC as set forth in the Phase 1 Related Agreements.

(e) Illustration. Solely for purposes of illustration, immediately following the Phase 1 Closing, assuming that AHC's capital contribution to QHPC is equal to $5,000,000 and such amount results in AHC holding fifteen percent (15%) of Membership Rights of QHPC, the holdings of QHPC and QHC would be in the percentages as set forth on the diagram attached hereto as Exhibit C.

(f) Phase 1 Closing. Subject to the satisfaction of the conditions set forth in Article VII, the consummation of Phase 1 (the "Phase 1 Closing") shall take place on the Phase 1 Closing Date at the time and in the manner which the Parties may agree in writing.

1.3 Phase 2. Upon the terms and subject to the conditions set forth in this Agreement, the following actions shall occur ("Phase 2").

(a) AHC Closing Contribution. On such date that is within three (3) Business Days following the date of satisfaction of all conditions to the Phase 2 Closing or waiver thereof by the applicable Party but not later than December 31, 2023, or if the applicable Parties mutually agree in writing on a different date, the date upon which they have mutually agreed (the "Phase 2 Closing Date"), AHC may, but is not obligated to, contribute capital to QHC equal to the amount necessary such that (x) such AHC capital contribution to QHC divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHC as of the Phase 2 Closing Date generates a quotient equal to 0.1 (the "Minimum Phase 2 Closing Amount") and shall further contribute additional amounts in excess of the Minimum Phase 2 Closing Amount to the extent necessary to support the Risk Based Capital needs for members in the Advocate Aurora Quartz Commercial Product as determined by the Chief Financial Officer of QHS (such Minimum Phase 2 Closing Amount and any such additional amounts the "Phase 2 Closing Contribution").

(b) QHC Capital Stock Issuance. If AHC makes the Phase 2 Closing Contribution, then QHC shall issue Capital Stock of QHC to AHC on the Phase 2 Closing Date as follows.

(i) Generally. QHC shall issue to AHC ten percent (10%) of the Class A Capital Stock of QHC free and clear of all liens.

(ii) Modification if Contribution Exceeds 10%. Notwithstanding the foregoing, if AHC contributes to QHC an amount greater than the Minimum Phase 2 Closing Amount, then the amount of Capital Stock issued to AHC shall be increased such that immediately after the Phase 2 Closing Date, AHC holds a percentage of Capital Stock equal to the quotient of (x) the actual AHC capital contribution to QHC divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHC as of the Phase 2 Closing Date. Such additional Capital Stock shall be Class A Capital Stock; provided, that if such increased issuance would cause AHC to hold more than twenty percent (20%) of the aggregate outstanding Class A Capital Stock of QHC, then such excess (if any) shall instead be issued as Class B Capital Stock.

(c) Treatment of AHC Contribution.

(i) Generally. The first Five Million Dollars ($5,000,000) of the Phase 2 Closing Contribution shall be designated by QHC as a nonrefundable capital contribution in exchange for Capital Stock of QHC. Any excess portion of the Phase 2 Closing Contribution of the amount in the preceding sentence (such portion referred to as the "Residual Phase 2 AHC Contribution"), shall be designated by QHC as an amount to support the Risk Based Capital needs of the Advocate Aurora Quartz Commercial Product. The Chief Financial Officer of QHS may direct to QHS all or a portion of the Phase 2 Closing Contribution, which direction shall have no effect on AHC's percentage ownership of Capital Stock of QHC.

(ii) Conversion of Residual Phase 2 AHC Contribution. In addition, if the AHC service area with respect to the Advocate Aurora Quartz Commercial Product expands to include Illinois prior to the Phase 3 Closing Date, then upon the date of the expansion, QHC shall designate a portion of the Residual Phase 2 AHC Contribution as a nonrefundable capital contribution from AHC to QHC. Such portion shall equal the lesser of Five Million Dollars ($5,000,000) or the amount of the Residual Phase 2 AHC Contribution.

(d) Phase 2 Related Agreements. If AHC makes the Phase 2 Closing Contribution on the Phase 2 Closing Date, the Parties shall enter into the Phase 2 Related Agreements provided for rights and obligations including the right to select and appoint one board member of the board of directors of each Quartz Entity except for QHPM. The Class A Capital Stock of QHC issued to AHC on the Phase 2 Closing Date and any Class A Membership Rights of QHPC held by AHC as of the Phase 2 Closing Date shall have limited management and consent rights specific to AHC as set forth in the Phase 2 Related Agreements.

(e) Illustration. Solely for purposes of illustration, immediately following the Phase 2 Closing, assuming that AHC's capital contribution to QHC is equal to the Minimum Phase 2 Closing Amount and such amount results in AHC holding ten percent (10%) of Capital Stock of QHC, the holdings of QHPC and QHC would be in the percentages as set forth on the diagram attached hereto as Exhibit D.

(f) Phase 2 Closing. Subject to the satisfaction of the conditions set forth in Article VII, the consummation of Phase 2 (the "Phase 2 Closing") shall take place on the Phase 2 Closing Date at the time and in the manner which the Parties may agree in writing.

1.4 Phase 3. Upon the terms and subject to the conditions set forth in this Agreement, the following actions shall occur ("Phase 3").

(a) Generally. If, subsequent to the Phase 2 Closing, but not later than January 1, 2025, either of the following occurs:

(i) AHC's risk pool has reached at least 80,000 non-Medicaid fully insured members (which shall include, for the avoidance of doubt, dual option members who have selected the fully insured product); *or*

(ii) AHC has elected to make the contributions provided for in Sections 1.4(b) and (c) (the "Phase 3 Contributions") such that, when combined with the Membership Interest of QHPC issued to AHC in Phase 1 plus Membership Interests of QHPC issued in exchange for prior AHC Service Area Expansion Contributions To QHPC (as described in Section 1.5(a)), if any, and Capital Stock of QHC issued to AHC in Phase 2 plus Capital Stock of QHC issued to AHC in exchange for prior AHC Service Area Expansion Contributions To QHC (as described in Section 1.5(b)), if any, it will hold at least 20% of Class A Membership Rights of QHPC and also at least 20% of Class A Capital Stock of QHC (subject to Class A Membership caps in the Members Agreement and Stockholders Agreement),

Then, on such date as the Parties shall agree that is within three (3) Business Days following the satisfaction of all conditions to the Phase 3 Closing or waiver thereof by the applicable Party, but not later than January 1, 2025 (or if the applicable Parties mutually agree in writing on a different date, the date upon which they have mutually agreed) (the "Phase 3 Closing Date"), the Parties shall (x) enter into the Phase 3 Related Agreements providing for rights and obligations, including the right to select and appoint a second member of the board of directors of each Quartz Entity except for QHPM and (y) consummate the Phase 3 QHPC Closing Contribution and/or the Phase 3 QHC Closing Contribution.

(b) AHC Phase 3 Contributions. In the event that AHC has elected to make the Phase 3 Contributions as contemplated by Section 1.4(a)(ii) above and provided it has given 30 days' advance written notice to the other Parties of such election, then, on the Phase 3 Closing Date, AHC shall make the following capital contributions, *provided*, that no contribution shall be made to QHPC or QHC if the required contribution set out in clauses (i) or (ii) below, respectively, is equal to $0, *provided further*, that any contribution pursuant to Section 1.4(b)(i) shall be only to the extent necessary to support Risk Based Capital needs for members in the Advocate Aurora Quartz Medicare Advantage Product and any contribution pursuant to Section 1.4(b)(ii) shall be only to the extent necessary to support Risk Based Capital needs for members in the Advocate Aurora Quartz Commercial Product, each as determined in good faith by the Chief Financial Officer of QHC consistent with the Members Agreement and Stockholders Agreement, as applicable:

(i) QHPC. As of the Phase 3 Closing, AHC shall contribute capital to QHPC equal to the amount necessary such that (x) the sum of any additional contribution pursuant to this Section 1.4(b)(i), the Phase 1 Closing Contribution, and any prior AHC Service Area Expansion Contributions To QHPC (as defined in Section 1.5(a)) divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHPC as of the Phase 3 Closing Date

generates a quotient equal to 0.2 (the "Minimum Phase 3 QHPC Closing Amount") and shall further contribute additional amounts in excess of the Minimum Phase 3 QHPC Closing Amount to the extent necessary to support the Risk Based Capital needs for members in the Advocate Aurora Quartz Medicare Advantage Product as determined in good faith by the Chief Financial Officer of QHS consistent with the Members Agreement (the Minimum Phase 3 QHPC Closing Amount and any such additional amounts the "Phase 3 QHPC Closing Contribution"); and

(ii) QHC. As of the Phase 3 Closing, AHC shall contribute capital to QHC equal to the amount necessary such that (x) the sum of any additional contribution pursuant to this Section 1.4(b)(ii), the Phase 2 Closing Contribution, and any prior AHC Service Area Expansion Contributions To QHC (as defined in Section 1.5(b)) divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHC as of the Phase 3 Closing Date generates a quotient equal to 0.2 (the "Minimum Phase 3 QHC Closing Amount") and shall further contribute additional amounts in excess of the Minimum Phase 3 QHC Closing Amount to the extent necessary to support the Risk Based Capital needs for members in the Advocate Aurora Quartz Commercial Product as determined in good faith by the Chief Financial Officer of QHS consistent with the Stockholders Agreement (the Minimum Phase 3 QHC Closing Amount and any such additional amounts the "Phase 3 QHC Closing Contribution").

(c) QHPC Membership Issuance. If AHC makes the Phase 3 QHPC Closing Contribution, then QHPC shall issue Membership Rights to AHC on the Phase 3 Closing Date as follows:

(i) Generally. On the Phase 3 Closing Date, QHPC shall issue to AHC additional Class A Membership Rights of QHPC free and clear of all liens in such amount that AHC holds twenty percent (20%) of all Class A Membership Rights of QHPC or, if AHC contributes to QHPC an amount less than the Minimum Phase 3 QHPC Closing Amount, Class A Membership Rights of QHPC in such amount commensurate with such contribution amount.

(ii) Modification if Contribution Exceeds 20%. Notwithstanding the foregoing, if AHC contributes to QHPC an amount greater than the Minimum Phase 3 QHPC Closing Amount, then the amount of Membership Rights issued to AHC shall be increased such that immediately after the Phase 3 Closing Date, AHC holds a percentage of Membership Rights equal to the quotient of (x) the Phase 3 QHPC Closing Contribution divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHPC as of the Phase 3 Closing Date. Such additional Membership Rights shall be Class B Membership Rights such that AHC shall not hold more than twenty percent (20%) of the aggregate outstanding Class A Membership Rights of QHPC.

(d) QHC Capital Stock Issuance. If AHC makes the Phase 3 QHC Closing Contribution, then QHC shall issue Capital Stock to AHC on the Phase 3 Closing Date as follows.

(i) Generally. On the Phase 3 Closing Date, QHC shall issue to AHC additional Class A Capital Stock of QHC free and clear of all liens in such amount that AHC holds twenty percent (20%) of all Class A Capital Stock of QHC or, if AHC contributes to QHC

an amount less than the Minimum Phase 3 QHC Closing Amount, Class A Capital Stock of QHC in such amount commensurate with such contribution amount.

(ii) Modification if Contribution Exceeds 20%. Notwithstanding the foregoing, if AHC contributes to QHC an amount greater than the Minimum Phase 3 QHC Closing Amount, then the amount of Capital Stock issued to AHC shall be increased such that immediately after the Phase 3 Closing Date, AHC holds a percentage of Capital Stock equal to the quotient of (x) the Phase 3 QHC Closing Contribution divided by (y) the sum of the amount in clause (x) plus the Net Book Value of QHC as of the Phase 3 Closing Date. Such additional Capital Stock shall be Class B Capital Stock such that AHC shall not hold more than twenty percent (20%) of the aggregate outstanding Class A Capital Stock of QHC.

(e) Treatment of AHC Contribution. The Phase 3 QHPC Closing Contribution shall be designated by QHPC as a nonrefundable capital contribution in exchange for Membership Rights of QHPC. The Phase 3 QHC Closing Contribution shall be designated by QHC as a nonrefundable capital contribution in exchange for Capital Stock of QHC. The Chief Financial Officer of QHS may direct to QHS all or a portion of the Phase 3 QHC Closing Contribution, which direction shall have no effect on AHC's percentage ownership of Capital Stock in QHC.

(f) Conversion of Residual Phase 2 AHC Contribution. If the AHC service area with respect to the Advocate Aurora Quartz Commercial Product has not expanded to include Illinois prior to the consummation of Phase 3, then on the Phase 3 Closing Date, QHC shall designate a portion of the Residual Phase 2 AHC Contribution as a nonrefundable capital contribution from AHC to QHC. Such portion shall equal the lesser of Five Million Dollars ($5,000,000) or the amount of the Residual Phase 2 AHC Contribution.

(g) Illustration. Solely for purposes of illustration, immediately following the Phase 3 Closing, assuming that AHC holds twenty percent (20%) of the Membership Rights of QHPC and twenty percent (20%) of the Capital Stock of QHC, the interests of QHPC and QHC would be in the percentages as set forth on the diagram attached hereto as Exhibit E.

(h) Phase 3 Closing. Subject to the satisfaction of the conditions set forth in Article VII, the consummation of Phase 3 (the "Phase 3 Closing"), shall take place on the Phase 3 Closing Date at the time and in the manner which the Parties may agree in writing.

1.5 Service Area Expansion and Membership Growth Contributions. As provided in the applicable Related Agreements, the following AHC contributions shall be required in the circumstances set forth below.

(a) QHPC Generally. In the event of any approved service area expansion or growth in membership with respect to the Advocate Aurora Quartz Medicare Advantage Product or other Medicare or Medicaid Health Care Program, AHC shall make additional capital contributions to QHPC intended to support the Risk Based Capital needs for members attributed to the AHC risk pool (as determined in the applicable Related Agreement) for the Advocate Aurora Quartz Medicare Advantage Product ("AHC Service Area Expansion Contributions To QHPC") or other Health Plan Program. Upon such contribution, QHPC shall issue additional

Class A Membership Rights to AHC in such amount commensurate with the amount of such AHC Service Area Expansion Contributions To QHPC unless such issuance would cause AHC to hold more than twenty percent (20%) of the aggregate outstanding Class A Membership Rights of QHPC (taking into account all prior issuances by QHPC to AHC), and in such event any Membership Rights issued to AHC in excess of twenty percent (20%) of the aggregate outstanding Class A Membership Rights of QHPC shall be Class B Membership Rights of QHPC.

(b) QHC Generally. In the event of any approved service area expansion or growth in membership with respect to the Advocate Aurora Quartz Commercial Product, AHC shall make additional capital contributions to the applicable QHC Subsidiary intended to support the Risk Based Capital needs for members attributed to the AHC risk pool (as determined in the applicable Related Agreement) for the Advocate Aurora Quartz Commercial Product ("AHC Service Area Expansion Contributions To QHC"). Upon such contribution, QHC shall issue additional Class A Capital Stock in such amount commensurate with the amount of such AHC Service Area Expansion Contributions To QHC unless such issuance would cause AHC to hold more than twenty percent (20%) of the aggregate outstanding Class A Capital Stock of QHC (taking into account all prior issuances by QHC to AHC), and in such event any Capital Stock issued to AHC in excess of twenty percent (20%) of the aggregate outstanding Class A Capital Stock of QHC shall be Class B Capital Stock of QHC.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES OF AHC

AHC hereby represents and warrants to the Legacy Owners and the Quartz Parent Entities that the statements set forth in this Article II are true and correct as of the date hereof and shall be true and correct as of the Phase 1 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 1 Closing Date pursuant to Section 8.1(a)(iii). In addition, AHC agrees that it shall restate its representations and warranties to the Legacy Owners and Quartz Parent Entities that the applicable statements set forth in this Article II are true and correct as of each of the Phase 2 Closing Date and the Phase 3 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 2 Closing Date and Phase 3 Closing Date, as applicable, pursuant to Section 8.1(a)(iii).

2.1 Due Organization. AHC (a) has been duly incorporated and organized under the Laws of the State of Wisconsin; (b) has full right, power and authority to carry on its business as now being conducted and to own or lease and operate its properties as and in the places where its business is now conducted and such properties are now owned or leased and operated; and (c) is validly existing and in active status under the Laws of the State of Wisconsin.

2.2 Due Authorization; Consents and Approvals; Enforceability.

(a) AHC has full corporate power and authority to enter into this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by AHC of this Agreement and the applicable Related Agreements (for the

applicable phase) to which it is a party have been duly and validly approved by all necessary corporate or other applicable action and no other actions or proceedings on the part of AHC are necessary to authorize this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party and the transactions contemplated hereby and thereby.

(b) Except for; (i) the OCI and, solely with respect to Phase 1, the DOH; (ii) the applicable consents, waivers, approvals, notices or authorizations under the Material AHC Contracts; and (iii) the consents, waivers, approvals, notices or authorizations of those Persons set forth on Schedule 2.2(b), no material consent, waiver, approval or authorization of, or filing, registration or qualification with, or notice to, any Person is required to be made, obtained, or given by AHC in connection with the execution, delivery and performance of this Agreement and the applicable Related Agreements (for the applicable phase).

(c) AHC has duly and validly executed and delivered this Agreement, and the applicable Related Agreements (for the applicable phase) to which it will be a party will be duly and validly executed and delivered at each Closing. Assuming this Agreement and the applicable Related Agreements (for the applicable phase) are valid and binding obligations of the Legacy Owners and the Quartz Parent Entities and their Subsidiaries, as applicable, this Agreement constitutes, and the applicable Related Agreements (for the applicable phase) to which it will be a party when executed will constitute, legal, valid and binding obligations of AHC, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

2.3 Conflicts.

(a) The execution and delivery of this Agreement and the applicable Related Agreements (for the applicable phase) (i) does not and will not conflict with, violate or result in a breach of (with or without the passage of time or notice or both) the terms of any of the articles of incorporation, by-laws or other similar governing documents of AHC, or any material judgment, order or decree of any Governmental Authority binding on AHC, and (ii) assuming the requirements, consents and approvals set forth in Section 2.2(b) are complied with and received, as applicable, do not breach or violate any applicable Law of any Governmental Authority.

(b) Except as set forth on Schedule 2.3(b), the execution and delivery of this Agreement and the applicable Related Agreements (for the applicable phase) will not result in a breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under (with or without the passage of time or notice or both), or result in the creation of a Lien upon any of the assets or properties of AHC, any Permit or Material AHC Contract to which AHC is a party or by which AHC is bound, or to which any assets or properties of AHC is subject.

2.4 Membership. AAH is the sole member of AHC and the membership is held free and clear of all pre-emptive rights and other rights to acquire or purchase by a third

party. There are no third parties with member rights, rights to distributions or similar rights in existence with respect to AHC.

2.5 Third Party Payer Joint Venture Relationships . AHC and its Subsidiaries have not, after October 1, 2019, entered into any joint venture, shared ownership or management arrangement with any health care payer that offers commercial products within the State of Wisconsin.

2.6 Financial Statements.

(a) Complete copies of the AAH Financial Statements are attached to Schedule 2.6(a). The AAH Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, are consistent in all material respects with the books, records and accounts of AAH and its subsidiaries and affiliates (including AHC) and have been audited by an external public audit firm. Except as set forth on Schedule 2.6(a) there are no facts or circumstances that would necessitate, in the good faith application of the financial practices and policies of AAH, any material adverse change in the AAH Financial Statements.

(b) Except as set forth on Schedule 2.6(b), AAH has no material Liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required to be reflected on the face of a balance sheet prepared in accordance with GAAP that would have a Material Adverse Effect on the transactions contemplated by this Agreement.

2.7 Absence of Certain Changes or Events. Except as set forth on Schedule 2.7, since December 31, 2018, the business of AHC have been conducted in the ordinary course consistent with past practices and there have not been any Material Adverse Effects on AHC.

2.8 Litigation. Except as set forth on Schedule 2.8, there is no action, suit, investigation, arbitration or proceeding that has been served on AHC, to the Knowledge of AHC, is pending without service or threatened against or affecting AHC, which, either (i) relates to the transactions contemplated by this Agreement or the applicable Related Agreements (for the applicable phase) or (ii) alone or in the aggregate with any other such actions, suits, investigations, arbitrations or proceedings, would reasonably be expected to result in a Material Adverse Effect against AHC, or result in Material Liability to AHC.

2.9 Material AHC Contracts. Each Material AHC Contract is a legal, valid, binding, enforceable obligation of AAH or AHC, as applicable, is in full force and effect, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies. Except as set forth on Schedule 2.9, no consent, waiver, approval, notice or authorization to any other party thereto is required under any Material AHC Contract as a result of the transactions contemplated by this Agreement.

2.10 Compliance with Law; Permits. Except as would have a Material Adverse Effect on AHC or on the transactions contemplated by this Agreement:

(a) AHC and its Subsidiaries possess and operate in compliance with all Permits. The consummation of the transactions contemplated by this Agreement and the applicable Related Agreements (for the applicable phase) will not result in a revocation or cancellation of any Permit of AHC or its Subsidiaries.

(b) AHC and its Subsidiaries have complied, and are in compliance, with all applicable Laws and Governmental Orders relating to AHC, its Subsidiaries and their businesses, and no complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation has been filed or commenced or, to the Knowledge of AHC, is threatened alleging any failure so to comply. There are no restrictions imposed by any Governmental Authority upon the business, or the activities or services of AHC or its Subsidiaries in connection with their business.

(c) Without limiting the generality of Section 2.10(b), none of the directors, officers, employees or contractors of AHC: (i) have been assessed a civil monetary penalty under the Health Care Laws; (ii) have been excluded from participation in any Health Care Program; (iii) are or have been a party to a corporate integrity agreement with any Governmental Authority; (iv) have been convicted of any criminal offense relating to the delivery of any item or service reimbursable under a Health Care Program or relating to manufacturing, distributing, wholesaling, labeling, packaging, marketing, prescribing or dispensing prescription drugs or controlled substances; (v) are presently debarred, suspended, proposed for debarment, or declared ineligible to participate in federal programs by Governmental Authority under Laws, including without limitation 2 C.F.R. §180.960; or (vi) are or have been a party to or subject to any complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation concerning any of the matters described in clauses (i) through (v) above.

(d) Since January 1, 2018, AHC and its Subsidiaries have not (i) received written or, to the Knowledge of AHC, oral notice from any Governmental Authority regarding any noncompliance (or that it is under investigation or the subject of an inquiry by any such Governmental Authority for such alleged noncompliance) with any applicable Law or Governmental Order, in relation to its business or (ii) in connection with its business, entered into any written or, to the Knowledge of AHC, express oral agreement or settlement with any Governmental Authority with respect to its noncompliance with, or violation of, any applicable Laws and Governmental Orders.

(e) AHC and its Subsidiaries maintain compliance programs that comply with guidance issued by CMS or OIG.

(f) With respect to their respective businesses, AHC and its Subsidiaries are eligible to receive payment under the Health Care Programs. AHC's Subsidiaries' Health Care Program Contracts are valid, binding, in full force and effect, and enforceable in accordance with their terms, neither AHC nor its Subsidiaries are in default under their Health Care Program Contracts, and no event has occurred which with the giving of notice or the passage of time (or both) would constitute a breach or default by AHC's Subsidiaries thereunder. There are no outstanding fines, assessments, corrective action plans or corrective action requests from any Governmental Authority relating to AHC's Health Care Program Contracts or AHC's Subsidiaries' Health Care Program Contracts. Neither AHC nor any of its Subsidiaries has

received notice from any Governmental Authority and no event has occurred that would reasonably be expected to cause any Governmental Authority to notify AHC or any of its Subsidiaries, of any corrective action request, fine, assessment or other action against AHC or its Subsidiaries for violations of any Health Care Program Contract. No validation or program integrity review or audit related to their Health Care Program Contracts (other than normal, routine reviews) by any Governmental Authority is pending, and no such reviews are scheduled or, to the Knowledge of AHC, threatened against or affecting AHC's or its Subsidiaries Health Care Program Contracts.

(g) To the extent that AHC or its Subsidiaries have identified any overpayments for their business from any Health Care Program, they have notified the applicable agency and returned such overpayments within sixty (60) days in accordance with the requirements under applicable Laws.

2.11 Tax Matters. AHC is an organization described in Section 501(c)(3) of the Code, is exempt from federal income tax under Section 501(a) of the Code and is not a private foundation under Section 509(a) of the Code. The most recent ruling from the Internal Revenue Service regarding AHC's tax-exempt status ("AHC's Ruling") is in full force and effect, has not been adversely modified, limited or revoked and there has been no change or, to the Knowledge of AHC, threatened change to its tax-exempt status since the date of AHC's Ruling. The facts and circumstances with respect to AHC which formed the basis of AHC's Ruling as represented to the Internal Revenue Service continue substantially to exist.

2.12 Investment Representation. AHC is acquiring the Membership Rights of QHPC and the capital stock of QHC set forth in this Agreement pursuant to Article I for its own account with the present intention of holding such ownership interests for investment purposes and not with a view to, or for sale in connection with, any public distribution of the ownership interests in violation of any federal or state securities Laws. AHC is an "accredited investor" as defined in Regulation D promulgated by the Securities Act.

2.13 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE II AND IN THE AHC DELIVERIES, NEITHER AHC NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO AHC OR ANY OF ITS SUBSIDIARIES OR THEIR BUSINESS, OPERATIONS, ASSETS, OWNERSHIP, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF AHC OR ITS SUBSIDIARIES INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES CONCERNING QHPC

QHPC hereby represents and warrants to AHC that the statements set forth in this Article III are true and correct as of the date hereof and shall be true and correct as of the Phase 1 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 1 Closing Date pursuant to Section 8.2(a)(v). In addition, QHPC

agrees that it shall restate its representations and warranties to AHC that the applicable statements set forth in this Article III are true and correct as of each of the Phase 2 Closing Date and the Phase 3 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 2 Closing Date and Phase 3 Closing Date, as applicable, pursuant to Section 8.2(a)(v).

3.1 Due Organization. QHPC and its Subsidiary (a) have been duly incorporated and organized under the Laws of the State of Wisconsin as a non-profit health maintenance organization (in the case of QHPC), and under the Laws of the State of Minnesota as a non-profit health maintenance organization (in the case of QHPM); (b) have full right, power and authority to carry on their businesses as now being conducted and to own or lease and operate their properties as and in the places where their businesses are now conducted and such properties are now owned or leased and operated; and (c) are validly existing and in good standing under the Laws of their states of incorporation. Except as set forth on Schedule 3.1, QHPC and its Subsidiary are not required to be qualified to do business as a foreign corporation in any jurisdiction. Schedule 3.1 sets forth those states in which QHPC and its Subsidiary are eligible to engage in the business of health insurance.

3.2 Consents and Approvals. Except for: (a) the consents, waivers, approvals, notices or authorizations under the Material QHPC Contracts; and (b) the consents, waivers, approvals, notices or authorizations of those Persons set forth on Schedule 3.2, no material consent, waiver, approval or authorization of, or filing, registration or qualification with, or notice to, any Person is required to be made, obtained, or given in connection with the execution, delivery and performance of this Agreement and the applicable Related Agreements (for the applicable phase).

3.3 Conflicts.

(a) The execution and delivery of this Agreement and the applicable Related Agreements (for the applicable phase) (i) do not and will not conflict with, violate or result in a breach of (with or without the passage of time or notice or both) the terms of any of the articles of incorporation, by-laws or other similar governing documents of QHPC or its Subsidiary, or any material judgment, order or decree of any Governmental Authority binding on QHPC and its Subsidiary, and (ii) assuming the requirements, consents and approvals set forth in Section 3.2 are complied with and received, as applicable, do not breach or violate any applicable Law of any Governmental Authority.

(b) Except as set forth on Schedule 3.3(b) the execution and delivery of this Agreement and the applicable Related Agreements (for the applicable phase) will not result in a breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under (with or without the passage of time or notice or both), or result in the creation of a Lien upon any of the assets or properties of QHPC or its Subsidiary under any Permit or Material QHPC Contract to which QHPC or its Subsidiary are a party or by which either entity is bound or to which any of QHPC's or its Subsidiary's assets or properties are subject.

3.4 Membership. On the date hereof and immediately prior to the Phase 1 Closing, the Legacy Owners are the sole members of QHPC and QHPC is the sole member of QHPM and the membership is free and clear of all pre-emptive rights and other rights to acquire or purchase, except to the extent set forth in the articles of incorporation, bylaws and members agreements of or related to QHPM, as applicable.

3.5 Subsidiaries. QHPM has no Subsidiaries. QHPC is the sole member of QHPM and has no other Subsidiaries. Neither QHPC nor its Subsidiary has control or ownership, beneficially or equitably, of more than five percent (5%) of any direct or indirect equity, membership, partnership, investment or other ownership or control interest, or any right (contingent or otherwise) to acquire the same in any other Person.

3.6 Title to Assets. Except as set forth on Schedule 3.6, QHPC and its Subsidiary has good and marketable title, free and clear of all Liens (other than Permitted Liens) to all of its tangible and intangible personal property (other than Intellectual Property which is the subject of Section 3.11), and owns, leases or otherwise has a right to use all of the assets used in its business as it is currently being conducted.

3.7 Financial Statements.

(a) Complete copies of the QHPC Financial Statements are attached to Schedule 3.7(a). The QHPC Financial Statements have been prepared in accordance with SAP or MN SAP, as applicable, applied on a consistent basis throughout the period involved, are consistent in all material respects with the books, records and accounts of QHPC and its Subsidiary and have been audited by an external public audit firm. Except as set forth on Schedule 3.7(a), there are no facts or circumstances that would necessitate, in the good faith application of the financial practices and policies of QHPC and its Subsidiary, any material adverse change in the QHPC Financial Statements.

(b) Except as set forth on Schedule 3.7(b), QHPC and its Subsidiary have no material Liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required to be reflected on the face of a balance sheet prepared in accordance with SAP or MN SAP, as applicable, that would have a material impact to the transaction.

3.8 Absence of Certain Changes or Events. Since December 31, 2018, the business of QHPC and its Subsidiary has been conducted in the ordinary course consistent with past practices and there has not been any Material Adverse Effect on QHPC or its Subsidiary.

3.9 Litigation. Except as set forth on Schedule 3.9, there is no action, suit, investigation, arbitration or proceeding that has been served on QHPC or its Subsidiary or, to the Knowledge of QHPC, is pending without service or threatened against or affecting a QHPC or its Subsidiary, which, either (i) relates to the transactions contemplated by this Agreement or the applicable Related Agreements (for the applicable phase) or (ii) alone or in the aggregate with any other such actions, suits, investigations, arbitrations or proceedings, would reasonably be expected to result in Material Adverse Effect in the aggregate against QHPC or its Subsidiary or result in Material Liability to QHPC or its Subsidiary.

3.10 Material Contracts.

(a) Schedule 3.10(a) lists the Material QHPC Contracts.

(b) Each Material QHPC Contract is a legal, valid, binding, enforceable obligation of QHPC or its Subsidiary, as applicable, and is in full force and effect, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies. QHPC and its Subsidiary have substantially performed all of their obligations, as applicable, under the Material QHPC Contracts and, to QHPC's Knowledge, no other party thereto is in default with respect to any of its Liabilities under any Material QHPC Contract. Neither QHPC nor its Subsidiary have received written notice of any default under any Material QHPC Contract and, to the Knowledge of QHPC, no other party under any Material QHPC Contract is in default and no claim of default has been threatened by any party to a Material QHPC Contract. No event has occurred that, with the passage of time or the giving of notice or both, would constitute a default by QHPC or its Subsidiary or, to the Knowledge of QHPC, any other party thereto under any Material QHPC Contract, or would permit acceleration, termination or material modification of any Material QHPC Contract. Except as set forth on Schedule 3.10(b), no consent, waiver, approval, notice or authorization to any other party thereto is required under any Material QHPC Contract as a result of the transactions contemplated by this Agreement.

3.11 QHPC Intellectual Property. QHPC and its Subsidiary own or possess licenses or other legal rights to use, sell or license all QHPC Intellectual Property, free and clear of all Liens, subject to the restrictions and limitations set forth in any such license. To the Knowledge of QHPC, neither the conduct of the business of QHPC and its Subsidiary nor any QHPC Intellectual Property infringes, misappropriates, dilutes or otherwise violates any intellectual property rights of any third party.

3.12 Compliance with Law; Permits.

(a) QHPC and its Subsidiary possess, and operate in compliance in all material respects with, all Permits necessary to conduct its business as currently conducted. The consummation of the transactions by this Agreement and the applicable Related Agreements (for the applicable phase) will not result in a revocation or cancellation of any Permit.

(b) QHPC and its Subsidiary have complied, and are in compliance, in all material respects with all applicable Laws and Governmental Orders relating to their business, and no complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation has been filed or commenced or, to the Knowledge of QHPC, is threatened alleging any failure so to comply in any material respect. There are no restrictions imposed by any Governmental Authority upon the business, or the activities or services of QHPC or its Subsidiary in connection with their business.

(c) Without limiting the generality of Section 3.12(b), none of the directors, officers, employees or contractors of QHPC or its Subsidiary: (i) has been assessed a civil monetary penalty under the Health Care Laws; (ii) has been excluded from participation in any Health Care Program; (iii) is or has been a party to a corporate integrity agreement with any Governmental Authority; (iv) has been convicted of any criminal offense relating to the delivery

of any item or service reimbursable under a Health Care Program or relating to manufacturing, distributing, wholesaling, labeling, packaging, marketing, prescribing or dispensing prescription drugs or controlled substances; (v) is presently debarred, suspended, proposed for debarment, or declared ineligible to participate in federal programs by Governmental Authority under Laws, including without limitation 2 C.F.R. §180.960; or (vi) is or has been a party to or subject to any complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation concerning any of the matters described in clauses (i) through (v) above.

(d) Since January 1, 2018, QHPC and its Subsidiary have not (i) received written or, to the Knowledge of QHPC, oral notice from any Governmental Authority regarding any noncompliance reasonably expected to have a Material Adverse Effect (or that any of them are under investigation or the subject of an inquiry by any such Governmental Authority for such alleged noncompliance) with any applicable Law or Governmental Order, in relation to their business, or (ii) in connection with their business, entered into any written or, to the Knowledge of QHPC, express oral agreement or settlement with any Governmental Authority with respect to their noncompliance with, or violation of, any applicable Laws and Governmental Orders that would have reasonably been expected to have a Material Adverse Effect.

(e) Since January 1, 2018, QHPC and its Subsidiary have timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that they were required to file with any Governmental Authority, including without limitation state health and insurance regulatory authorities and any applicable federal regulatory authorities, with respect to their business. All such regulatory filings complied in all material respects with applicable Laws and Governmental Orders.

(f) All premium rates, rating plans and policy terms established and currently used by, or approved by a Governmental Authority for use by, QHPC or its Subsidiary in connection with their business that are required to be filed with and/or approved by Governmental Authorities have been filed and/or approved, the premiums currently charged in connection with their business conform to the premiums so filed and/or approved and comply in all material respects with the Laws and Governmental Orders applicable thereto. To the Knowledge of QHPC and its Subsidiary, neither have received written or oral notice of an ongoing investigation by any Governmental Authority of such premiums.

(g) Without limiting the generality of Section 3.12(b), QHPC and its Subsidiary and, to the Knowledge of QHPC and its Subsidiary, each authorized broker, producer, consultant, agent, field marketing organization, or third party service provider acting on their behalf, has each marketed, administered, sold and issued insurance and health care benefit products in compliance in all material respects with all applicable Laws, including specifically applicable Laws that relate to the compensation of such persons and the licensing of Persons to sell health insurance and health care benefit products.

(h) Since January 1, 2018, QHPC and its Subsidiary have maintained a compliance program that meets in all material respects the regulatory requirements of 42 C.F.R. §422.503(b)(4)(vi) and §423.504(b)(4)(vi) or applicable compliance program guidance issued by CMS and the OIG.

(i) With respect to their business, QHPC and its Subsidiary are eligible to receive payment under Medicare, Medicare Advantage Program and Medicare Prescription Drug Benefit Program. No validation or program integrity review or audit related to their business (other than normal, routine reviews) by any Governmental Authority is pending, and no such reviews are scheduled or, to the Knowledge of QHPC, threatened against or affecting their business.

(j) Without limiting the generality of Section 3.12(b), QHPC and its Subsidiary comply in all material respects with all applicable Laws with respect to the submission and documentation of Medicare risk adjustment data and there are currently no audits by Governmental Authorities pending, or, to the Knowledge of QHPC, threatened in writing, with respect to such risk adjustments.

(k) Any bid submissions by QHPC and its Subsidiary to CMS since 2019 relating to their business (i) satisfy in all material respects all CMS regulations and Medicare Laws and (ii) are not the subject of any pending audits by CMS related to such bid submissions.

(l) Without limiting the generality of Section 3.12(b), in connection with the Medicare Prescription Drug Benefit Program, with respect to their business, QHPC and its Subsidiary comply in all material respects with applicable Laws relating to the Medicare Prescription Drug Benefit Program.

(m) With respect to their business, QHPC and its Subsidiary comply in all material respects with all applicable significant business transaction reporting requirements to CMS under the Medicare Advantage Program and Medicare Prescription Drug Benefit Program.

(n) To the extent that any QHPC and its Subsidiary have identified any overpayments for their business from any Health Care Program, they have notified the applicable agency and returned such overpayments within sixty (60) days in accordance with the requirements under applicable Laws.

(o) Neither QHPC nor its Subsidiary have received any oral or written notice from CMS, (i) that CMS would deny an application for QHPC and its Subsidiary to expand their service area or enter into new Medicare Advantage Program or Medicare Prescription Drug Benefit Program contracts, or (ii) of any material adverse change in the quality star rating for QHPC and its Subsidiary.

(p) QHPC and its Subsidiary are receiving and transmitting, directly or through third parties, those standard transactions as defined in HIPAA. Since January 1, 2018, each such health plan has been distributing notices of privacy practices in the appropriate form, obtaining acknowledgments of receipt to the extent required under HIPAA, training its workforce, administering a complaint system, and offering covered persons the records access, disclosure accounting and other rights, each, in all material respects, as required by applicable Laws. Since January 1, 2018, QHPC and its Subsidiary have complied in all material respects with applicable Laws relating to the use, maintenance and disclosure of protected health information, notices of privacy practices and the privacy rules, and the maintenance and

transmission of electronic protected health information as well as security requirements (including notices of any breaches of security).

(q) Since January 1, 2018, neither QHPC nor its Subsidiary has made a voluntary disclosure relating to its business pursuant to CMS's or the OIG's self-disclosure protocol or otherwise and they are not currently subject to any reporting obligations pursuant to any settlement agreement with any Governmental Authority. Except as set forth on Schedule 3.12(q), neither QHPC nor its Subsidiary has been notified in writing or orally, and neither of them has received any written notice nor has any Knowledge that either of them is the subject of any audit or investigation, a defendant in any qui tam/False Claims Act litigation, or has been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Authority relating to its business.

(r) Without limiting the generality of Section 3.12(b), (i) QHPC's and its Subsidiary's Health Care Program Contracts are valid, binding, in full force and effect, and enforceable in accordance with their terms and are not subject to any claim, charge, set-off or defense, (ii) QHPC and its Subsidiary are not in default under Health Care Program Contracts, nor has any event occurred which with the giving of notice or the passage of time (or both) would constitute a breach or default by QHPC or its Subsidiary thereunder, (iii) QHPC and its Subsidiary have not waived any rights under any Health Care Program Contracts or modified any terms thereof, and (iv) in addition to QHPC and its Subsidiary, no party to a QHPC or its Subsidiary Health Care Program Contract is in breach or default in any respect under such agreement nor has any event occurred or is expected to occur (including the transactions contemplated hereby), which with the giving of notice or the passage of time (or both) would constitute a default thereunder. There are no outstanding fines, assessments, corrective action plans or corrective action requests from any Governmental Authority relating to QHPC's or its Subsidiary's Health Care Program Contracts. QHPC and its Subsidiary have not received notice from any Governmental Authority and no event has occurred that would reasonably be expected to cause any Governmental Authority to give notice of any corrective action plan, fine, assessment or other action against QHPC or its Subsidiary for violations of their Health Care Program Contracts.

3.13 Tax Matters. QHPC is an organization described in Section 501(c)(3) of the Code, is exempt from federal income tax under Section 501(a) of the Code and is not a private foundation under Section 509(a) of the Code. Attached hereto as Schedule 3.13 is a copy of the most recent evidence from the Internal Revenue Service of QHPC's tax-exempt status. That ruling ("QHPC's Ruling") is in full force and effect, has not been adversely modified, limited or revoked and there has been no change or, to the knowledge of QHPC, threatened change to its tax-exempt status since the date of QHPC's Ruling. The facts and circumstances with respect to QHPC which formed the basis of QHPC's Ruling as represented to the Internal Revenue Service continue substantially to exist.

3.14 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE III AND IN QHPC'S DELIVERIES, QHPC NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO QHPC OR ITS SUBSIDIARY OR THEIR BUSINESS, OPERATIONS, ASSETS, OWNERSHIP,

LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF QHPC OR ITS SUBSIDIARY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES CONCERNING QHC

QHC hereby represents and warrants to AHC that the statements set forth in this Article IV are true and correct as of the date hereof and shall be true and correct as of the Phase 2 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 2 Closing Date pursuant to Section 8.2(a)(v). In addition, QHC agrees that it shall restate its representations and warranties to AHC that the applicable statements set forth in this Article IV are true and correct as of the Phase 3 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 3 Closing Date pursuant to Section 8.2(a)(v).

4.1 Due Organization. QHC (a) has been duly incorporated and organized under the Laws of the State of Wisconsin as a stock corporation; (b) has full right, power and authority to carry on its businesses as now being conducted and to own or lease and operate their properties as and in the places where their businesses are now conducted and such properties are now owned or leased and operated; and (c) is validly existing and in good standing under the Laws of Wisconsin. Except as set forth on Schedule 4.1, are not required to be qualified to do business as a foreign corporation in any jurisdiction. Schedule 4.1 sets forth those states in which QHC and its Subsidiaries are eligible to engage in the business of health insurance and employee benefit plan administration.

4.2 Consents and Approvals. Except for: (a) the consents, waivers, approvals, notices or authorizations under the Material QHC Contracts; and (b) the consents, waivers, approvals, notices or authorizations of those Persons set forth on Schedule 4.2, no material consent, waiver, approval or authorization of, or filing, registration or qualification with, or notice to, any Person is required to be made, obtained, or given in connection with the execution, delivery and performance of this Agreement and the applicable Related Agreements (for the applicable phase).

4.3 Conflicts.

(a) The execution and delivery of this Agreement and the applicable Related Agreements (for the applicable phase) (i) do not and will not conflict with, violate or result in a breach of (with or without the passage of time or notice or both) the terms of any of the articles of incorporation, by-laws or other similar governing documents of QHC and its Subsidiaries, or any material judgment, order or decree of any Governmental Authority binding on QHC and its Subsidiaries, and (ii) assuming the requirements, consents and approvals set forth in Section 4.2 are complied with and received, as applicable, do not breach or violate any applicable Law of any Governmental Authority.

(b) Except as set forth on Schedule 4.3(b), the execution and delivery of this Agreement and the applicable Related Agreements (for the applicable phase) will not result in a

breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under (with or without the passage of time or notice or both), or result in the creation of a Lien upon any of the assets or properties of QHC and its Subsidiaries under any Permit or Material QHC Contract to which QHC and its Subsidiaries are a party or by which either entity is bound or to which any of QHC and its Subsidiaries' assets or properties are subject.

4.4 Shareholder Status. On the date hereof and immediately prior to the Phase 2 Closing, the Legacy Owners are the sole shareholders of QHC and the capital stock is free and clear of all pre-emptive rights and other rights to acquire or purchase, except to the extent set forth in the articles of incorporation, bylaws and shareholders agreements of or related to QHC, as applicable.

4.5 Subsidiaries. On the date hereof (and, solely with respect to Phases 2 and 3, immediately prior to the Phase 2 Closing Date and Phase 3 Closing date, respectively):

(a) QHC the is sole shareholder of QHS and the capital stock is free and clear of all pre-emptive rights and other rights to acquire or purchase, except to the extent set forth in the articles of incorporation, bylaws and shareholders agreements of or related to QHS, as applicable;

(b) QHC is sole shareholder of QHIC and the capital stock is free and clear of all pre-emptive rights and other rights to acquire or purchase, except to the extent set forth in the articles of incorporation, bylaws and shareholders agreements of or related to QHIC, as applicable;

(c) QHIC is sole shareholder of QHBP and the capital stock is free and clear of all pre-emptive rights and other rights to acquire or purchase, except to the extent set forth in the articles of incorporation, bylaws and shareholders agreements of or related to QHBP, as applicable; and

(d) Neither the Quartz Parent Entities nor their Subsidiaries has control or ownership, beneficially or equitably, of more than five percent (5%) of any direct or indirect equity, membership, partnership, investment or other ownership or control interest, or any right (contingent or otherwise) to acquire the same in any other Person.

4.6 Title to Assets. Except as set forth on Schedule 4.6, QHC and its Subsidiaries have good and marketable title, free and clear of all Liens (other than Permitted Liens) to all of its tangible and intangible personal property (other than Intellectual Property which is the subject of Section 4.11), and own, lease or otherwise have a right to use all of the assets used in its business as it is currently being conducted.

4.7 Financial Statements.

(a) Complete copies of the QHC Financial Statements are attached to Schedule 4.7(a). The QHC Financial Statements have been prepared in accordance with SAP (where required), applied on a consistent basis throughout the period involved, are consistent in all material respects with the books, records and accounts of QHC and its Subsidiaries and have

been audited by an external public audit firm. Except as set forth on Schedule 4.7(a), there are no facts or circumstances that would necessitate, in the good faith application of the financial practices and policies of QHC and its Subsidiaries, any material adverse change in the QHC Financial Statements.

(b) Except as set forth on Schedule 4.7(b), QHC and its Subsidiaries have no material Liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required to be reflected on the face of a balance sheet prepared in accordance with SAP (where required) that would have a material impact to the transaction.

4.8 Absence of Certain Changes or Events. Since December 31, 2018, the business of QHC and its Subsidiaries have been conducted in the ordinary course consistent with past practices and there has not been any Material Adverse Effect on QHC or its Subsidiaries.

4.9 Litigation. Except as set forth on Schedule 4.9, there is no action, suit, investigation, arbitration or proceeding that has been served on QHC or its Subsidiaries or, to the Knowledge of QHC, is pending without service or threatened against or affecting QHC or any of its Subsidiaries, which, either (i) relates to the transactions contemplated by this Agreement or the applicable Related Agreements (for the applicable phase) or (ii) alone or in the aggregate with any other such actions, suits, investigations, arbitrations or proceedings, would reasonably be expected to result in Material Adverse Effect in the aggregate against QHC or its Subsidiaries or result in Material Liability to QHC or its Subsidiaries.

4.10 Material Contracts.

(a) Schedule 4.10(a) lists the Material QHC Contracts.

(b) Each Material QHC Contract is a legal, valid, binding, enforceable obligation of QHC or one its Subsidiaries, as applicable, and is in full force and effect, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies. QHC and its Subsidiaries have substantially performed all of their obligations, as applicable, under the Material QHC Contracts and, to QHC's Knowledge, no other party thereto is in default with respect to any of its Liabilities under any Material QHC Contract. Neither QHC nor its Subsidiaries have received written notice of any default under any Material QHC Contract and, to QHC's Knowledge, no other party under any Material QHC Contract is in default and no claim of default has been threatened by any party to a Material QHC Contract. No event has occurred that, with the passage of time or the giving of notice or both, would constitute a default by QHC or its Subsidiaries or, to QHC's Knowledge, any other party thereto under any Material QHC Contract, or would permit acceleration, termination or material modification of any Material QHC Contract. Except as set forth on Schedule 4.10(b), no consent, waiver, approval, notice or authorization to any other party thereto is required under any Material QHC Contract as a result of the transactions contemplated by this Agreement.

4.11 Intellectual Property. QHC and its Subsidiaries collectively own or possess licenses or other legal rights to use, sell or license all QHC Intellectual Property, free and clear of

all Liens, subject to the restrictions and limitations set forth in any such license. To the Knowledge of QHC, neither the conduct of the business of QHC and its Subsidiaries nor any QHC Intellectual Property infringes, misappropriates, dilutes or otherwise violates any intellectual property rights of any third party.

4.12 Compliance with Law; Permits.

(a) QHC and its Subsidiaries possess, and operate in compliance in all material respects with, all Permits necessary to conduct its business as currently conducted. The consummation of the transactions by this Agreement and the applicable Related Agreements (for the applicable phase) will not result in a revocation or cancellation of any Permit.

(b) QHC and its Subsidiaries have complied, and are in compliance, in all material respects with all applicable Laws and Governmental Orders relating to their businesses, and no complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation has been filed or commenced or, to the Knowledge of QHC, is threatened alleging any failure so to comply in any material respect. There are no restrictions imposed by any Governmental Authority upon the business, or the activities or services of QHC or its Subsidiaries in connection with their business.

(c) Without limiting the generality of Section 4.12(b), none of the directors, officers, employees or contractors of QHC or its Subsidiaries: (i) have been assessed a civil monetary penalty under the Health Care Laws; (ii) have been excluded from participation in any Health Care Program; (iii) are or have been a party to a corporate integrity agreement with any Governmental Authority; (iv) have been convicted of any criminal offense relating to the delivery of any item or service reimbursable under a Health Care Program or relating to manufacturing, distributing, wholesaling, labeling, packaging, marketing, prescribing or dispensing prescription drugs or controlled substances; (v) are presently debarred, suspended, proposed for debarment, or declared ineligible to participate in federal programs by Governmental Authority under Laws, including without limitation 2 C.F.R. §180.960; or (vi) are or have been a party to or subject to any complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation concerning any of the matters described in clauses (i) through (v) above.

(d) Since January 1, 2018, QHC and its Subsidiaries have not (i) received written or, to the Knowledge of QHC, oral notice from any Governmental Authority regarding any noncompliance reasonably expected to have a Material Adverse Effect (or that any of them are under investigation or the subject of an inquiry by any such Governmental Authority for such alleged noncompliance) with any applicable Law or Governmental Order, in relation to their business, or (ii) in connection with their business, entered into any written or, to the Knowledge of QHC, express oral agreement or settlement with any Governmental Authority with respect to their noncompliance with, or violation of, any applicable Laws and Governmental Orders that would have reasonably been expected to have a Material Adverse Effect.

(e) Since January 1, 2018, QHC and its Subsidiaries have timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with

respect thereto, that they were required to file with any Governmental Authority, including without limitation state health and insurance regulatory authorities and any applicable federal regulatory authorities, with respect to their business. All such regulatory filings complied in all material respects with applicable Laws and Governmental Orders.

(f) All premium rates, rating plans and policy terms established and currently used by, or approved by a Governmental Authority for use by, QHC and its Subsidiaries in connection with their business that are required to be filed with and/or approved by Governmental Authorities have been filed and/or approved, the premiums currently charged in connection with their business conform to the premiums so filed and/or approved and comply in all material respects with the Laws and Governmental Orders applicable thereto. To the Knowledge of QHC and its Subsidiaries, none have received written or oral notice of an ongoing investigation by any Governmental Authority of such premiums.

(g) Without limiting the generality of Section 4.12(b), QHC and its Subsidiaries and, to the Knowledge of QHC and its Subsidiaries, each authorized broker, producer, consultant, agent, field marketing organization, or third party service provider acting on their behalf, has each marketed, administered, sold and issued insurance and health care benefit products in compliance in all material respects with all applicable Laws, including specifically applicable Laws that relate to the compensation of such persons and the licensing of Persons to sell health insurance and health care benefit products.

(h) Since January 1, 2018, QHC and its Subsidiaries have maintained compliance programs that meet in all material respects the regulatory requirements of 42 C.F.R. §422.503(b)(4)(vi) and §423.504(b)(4)(vi) or applicable compliance program guidance issued by CMS and the OIG.

(i) With respect to their business, QHC and its Subsidiaries are eligible to receive payment under Medicare, Medicare Advantage Program and Medicare Prescription Drug Benefit Program. No validation or program integrity review or audit related to their business (other than normal, routine reviews) by any Governmental Authority is pending, and no such reviews are scheduled or, to the Knowledge of QHC, threatened against or affecting their business.

(j) Without limiting the generality of Section 4.12(b), QHC and its Subsidiaries comply in all material respects with all applicable Laws with respect to the submission and documentation of Medicare risk adjustment data and there are currently no audits by Governmental Authorities pending, or, to the Knowledge of QHC, threatened, with respect to such risk adjustments.

(k) Any bid submissions by QHC and its Subsidiaries to CMS since 2019 relating to their business (i) satisfy in all material respects all CMS regulations and Medicare Laws and (ii) are not the subject of any pending audits by CMS related to such bid submissions.

(l) Without limiting the generality of Section 4.12(b), in connection with the Medicare Prescription Drug Benefit Program, with respect to their business, QHC and its

Subsidiaries comply in all material respects with applicable Laws relating to the Medicare Prescription Drug Benefit Program.

(m) With respect to their business, QHC and its Subsidiaries comply in all material respects with all applicable significant business transaction reporting requirements to CMS under the Medicare Advantage Program and Medicare Prescription Drug Benefit Program.

(n) To the extent that any QHC and its Subsidiaries have identified any overpayments for their business from any Health Care Program, they have notified the applicable agency and returned such overpayments within sixty (60) days in accordance with the requirements under applicable Laws.

(o) Neither QHC nor its Subsidiaries have received any oral or written notice from CMS, (i) that CMS would deny an application for QHC and its Subsidiaries to expand their service area or enter into new Medicare Advantage Program or Medicare Prescription Drug Benefit Program contracts, or (ii) of any material adverse change in the quality star rating for QHC and its Subsidiaries.

(p) QHC and its Subsidiaries are receiving and transmitting, directly or through third parties, those standard transactions as defined in HIPAA. Since January 1, 2018, each such health plan has been distributing notices of privacy practices in the appropriate form, obtaining acknowledgments of receipt to the extent required under HIPAA, training its workforce, administering a complaint system, and offering covered persons the records access, disclosure accounting and other rights, each, in all material respects, as required by applicable Laws. Since January 1, 2018, QHC and its Subsidiaries have complied in all material respects with applicable Laws relating to the use, maintenance and disclosure of protected health information, notices of privacy practices and the privacy rules, and the maintenance and transmission of electronic protected health information as well as security requirements (including notices of any breaches of security).

(q) Since January 1, 2018, neither QHC nor its Subsidiaries have made a voluntary disclosure relating to their business pursuant to CMS's or the OIG's self-disclosure protocol or otherwise and they are not currently subject to any reporting obligations pursuant to any settlement agreement with any Governmental Authority. Except as set forth on Schedule 4.12(q), neither QHC nor its Subsidiaries have been notified in writing or orally, and none of them has received any written notice nor have any Knowledge that any of them are the subject of any audit or investigation, a defendant in any qui tam/False Claims Act litigation, or been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Authority relating to their business.

(r) Without limiting the generality of Section 4.12(b), (i) QHC's and its Subsidiaries' Health Care Program Contracts are valid, binding, in full force and effect, and enforceable in accordance with their terms and are not subject to any claim, charge, set-off or defense, (ii) QHC and its Subsidiaries are not in default under Health Care Program Contracts, nor has any event occurred which with the giving of notice or the passage of time (or both) would constitute a breach or default by QHC or its Subsidiaries thereunder, (iii) QHC and its Subsidiaries have not waived any rights under any Health Care Program Contracts or modified

any terms thereof, and (iv) in addition to QHC and its Subsidiaries, no party to a QHC or its Subsidiaries Health Care Program Contract is in breach or default in any respect under such agreement nor has any event occurred or is expected to occur (including the transactions contemplated hereby), which with the giving of notice or the passage of time (or both) would constitute a default thereunder. There are no outstanding fines, assessments, corrective action plans or corrective action requests from any Governmental Authority relating to QHC's or its Subsidiaries' Health Care Program Contracts. QHC and its Subsidiaries have not received notice from any Governmental Authority and no event has occurred that would reasonably be expected to cause any Governmental Authority to give notice of any corrective action request, fine, assessment or other action against QHC or its Subsidiaries for violations of their Health Care Program Contracts.

4.13 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE IV AND IN QHC'S DELIVERIES, NEITHER QHC NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO QHC AND ITS SUBSIDIARIES OR THEIR BUSINESSES, OPERATIONS, ASSETS, OWNERSHIP, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF QHC AND ITS SUBSIDIARIES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF THE LEGACY OWNERS

Each Legacy Owner represents and warrants on behalf of itself to AHC that the statements set forth in this Article V with respect to such Legacy Owner are true and correct as of the date hereof and shall be true and correct as of the Phase 1 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended by each Legacy Owner prior to the Phase 1 Closing Date pursuant to Section 8.2(a)(v). In addition, each Legacy Owner agrees that it shall restate its representations and warranties to AHC that the applicable statements with respect to such Legacy Owner set forth in this Article V are true and correct as of each of the Phase 2 Closing Date and the Phase 3 Closing Date, except as set forth in the applicable Disclosure Schedule, as may be supplemented or amended prior to the Phase 2 Closing Date and Phase 3 Closing Date, as applicable, pursuant to Section 8.2(a)(v).

5.1 Due Organization. Each of GHS and UHC is duly organized as nonstock member corporation under the Laws of the State of Wisconsin. UPH is duly organized as a non-profit corporation under the Laws of the State of Iowa. Each Legacy Owner (a) has full right, power and authority to carry on its businesses as now being conducted and to own or lease and operate its properties as and in the places where such businesses are now conducted and such properties are now owned or leased and operated, and (b) is validly existing and in good standing under the Laws of the states in which it was incorporated.

5.2 Due Authorization; Consents and Approvals; Enforceability.

(a) The Legacy Owner has full corporate power and authority to enter into this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Legacy Owner of this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party have been duly and validly approved by all necessary corporate or other applicable action and no other actions or proceedings on the part of the Legacy Owner is necessary to authorize this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party and the transactions contemplated hereby and thereby.

(b) Except for (i) the OCI and, solely with respect to Phase 1, the DOH, and (ii) the applicable consents, waivers, approvals or authorization of those Persons described in Schedule 5.2(b), no consent, waiver, approval or authorization of, or filing, registration or qualification with, or notice to, any Person is required to be made, obtained, or given in connection with the execution, delivery and performance by the Legacy Owner of this Agreement and the applicable Related Agreements (for the applicable phase).

(c) The Legacy Owner has duly and validly executed and delivered this Agreement, and the applicable Related Agreements (for the applicable phase) to which it will be a party will be duly and validly executed and delivered at each Closing. Assuming this Agreement and the applicable Related Agreements (for the applicable phase) are valid and binding obligations of AHC, the Quartz Parent Entities and the other Legacy Owners, this Agreement constitutes, and the applicable Related Agreements (for the applicable phase) to which it will be a party when executed will constitute, legal, valid and binding obligations of the Legacy Owner, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

5.3 Conflicts.

(a) The execution and delivery by the Legacy Owner of this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party, and the performance by it of this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party, (i) do not and will not conflict with, violate or result in a breach of (with or without the passage of time or notice or both) the terms of any of the articles of incorporation, by-laws or other similar governing documents of a Legacy Owner, or any judgment, order or decree of any Governmental Authority binding on a Legacy Owner, and (ii) do not breach or violate any applicable Law of any Governmental Authority.

(b) The execution and delivery by a Legacy Owner of this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party, and the performance by the Legacy Owner of this Agreement and the applicable Related Agreements (for the applicable phase) to which it is a party, will not result in a breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under (with or without the passage of time or notice or both), or result in the creation of a Lien upon any of the assets or properties of such Legacy Owner, under, any indenture, mortgage, deed

of trust, loan agreement, lease agreement or management agreement or other material agreement or instrument, whether written or oral, to which such Legacy Owner is a party or by which such Legacy Owner is bound or to which any assets or properties of such Legacy Owner are subject.

5.4 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE V AND IN THE LEGACY OWNER DELIVERIES, NEITHER THE LEGACY OWNER INDIVIDUALLY NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE LEGACY OWNER, OR THE BUSINESS, OPERATIONS, ASSETS, SHARES, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF THE LEGACY OWNERS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE VI.
COVENANTS

In addition to the other agreements and covenants included in this Agreement, the Parties agree as follows:

6.1 Conduct of Business.

(a) Except as consented to or approved by each of the other Parties in writing or as permitted under the terms of this Agreement, AHC shall not, and shall not permit any of their Subsidiaries to, take (or omit to take) or agree (in writing or otherwise) to take (or omit to take) any action which would prevent or materially impair the ability of AHC to consummate the transactions contemplated by this Agreement, including, without limitation, actions that would be reasonably likely to prevent or materially impair AHC from satisfying all of its covenants, obligations and agreements contained in this Agreement or from obtaining the receipt of any consent, registration, approval, permit or authorization, that is necessary in connection with the execution and delivery of this Agreement, the applicable Related Agreements (for the applicable agreement) and the consummation of the transactions contemplated hereby and thereby.

(b) Except as consented to or approved by each of the other Parties in writing or as permitted under the terms of this Agreement, a Legacy Owner shall not take (or omit to take) or agree (in writing or otherwise) to take (or omit to take) any action which would prevent or materially impair the ability of such Legacy Owner to consummate the transactions contemplated by this Agreement, including, without limitation, actions that would be reasonably likely to prevent or materially impair such Legacy Owner from satisfying all of its covenants, obligations and agreements contained in this Agreement or from obtaining the receipt of any consent, registration, approval, permit or authorization, that is necessary in connection with the execution and delivery of this Agreement, the applicable Related Agreements (for the applicable phase) and the consummation of the transactions contemplated hereby and thereby.

(c) Except as consented to or approved by each of the other Parties in writing or as permitted under the terms of this Agreement, a Quartz Parent Entity shall not, and shall not permit any of their Subsidiaries to, take (or omit to take) or agree (in writing or otherwise) to

take (or omit to take) any action which would prevent or materially impair the ability of such Quartz Parent Entity to consummate the transactions contemplated by this Agreement, including, without limitation, actions that would be reasonably likely to prevent or materially impair such Quartz Parent Entity from satisfying all of its covenants, obligations and agreements contained in this Agreement or from obtaining the receipt of any consent, registration, approval, permit or authorization, that is necessary in connection with the execution and delivery of this Agreement, the applicable Related Agreements (for the applicable phase) and the consummation of the transactions contemplated hereby and thereby.

(d) Nothing in this Section 6.1 is intended to cause or require any Party or any of its Subsidiaries to cede control to any other Party of its ordinary course of business and commercial decisions.

6.2 Exclusivity. With respect to the period of time between the date hereof and the earlier to occur of the Phase 1 Closing or the termination of this Agreement pursuant to Article IX, each Party agrees that, subject to the limitations below, it shall not hold, directly or indirectly, any capital stock, membership interest, security or other ownership interest of a Person that directly or through an Affiliate is engaged in or plans to engage in the sale or marketing of a Medicare Advantage, Medicare Supplement, or Medicare Select product in Wisconsin (other than one or more Quartz Entities). In the event that QHPC expands into Cook or Lake Counties in Illinois pursuant to the Members Agreement, each Party agrees that the exclusivity restriction in this Section 6.2 shall apply to those Parties that enter into Risk Sharing Agreements with respect to such counties as well for the time period set forth in this section.

6.3 Antitrust Matters. All competitively sensitive information exchanged between the Parties in connection with the transactions contemplated by this Agreement has been and will be shared in a manner that complies with all antitrust and other applicable Laws, whether by redaction, limiting the exchange of such information to "clean teams" or otherwise.

6.4 Insurance Regulatory Filings.

(a) No later than ten (10) calendar days following the date hereof, AHC shall prepare and file with the OCI the Phase 1 Form A, as required pursuant to Wis. Stat. § 611.72, with all such applications, filings, and submissions to be in compliance with all requirements therefor. No later than ten (10) calendar days following the date hereof, the Party or Parties required to do so shall prepare and file with the DOH all filings required by Minn. Stat. 62D.08, with all such applications, filings, and submissions to be in compliance with all requirements therefor.

(b) At a time agreed to by the Parties (but in no case less than twelve (12) months after the Phase 1 Closing Date), AHC shall prepare and file with the OCI the Phase 2 Form A, as required pursuant to Wis. Stat. § 611.72, with all such applications, filings, and submissions to be in compliance with all requirements therefor.

(c) The Parties agree that time is of the essence in connection with the preparation and submission of the Insurance Regulatory Filings and having them permitted, approved, or not disapproved, as appropriate.

(d) In connection with the Insurance Regulatory Filings, each Party shall (i) have the right to review and approve in advance all characterizations of the information relating to it and its Affiliates which appear in any Insurance Regulatory Filing or in any response to a request for additional information with respect to the Insurance Regulatory Filings, (ii) to the extent practicable, provide to the others a copy of any Insurance Regulatory Filing or any response to a request for additional information with respect to the Insurance Regulatory Filings reasonably prior to the time such filing or response is made, such that comments may be considered in good faith prior to making such filing or response, and (iii) subject to Section 6.4, provide each other with copies of all correspondence, filings or communications (or memoranda setting forth the substance thereof with respect to communications that are not in writing) between it and Governmental Authorities.

(e) Each Party shall use commercially reasonable efforts to promptly respond to requests for additional information with respect to the Insurance Regulatory Filings and to have them permitted, approved, or not disapproved, as appropriate, by the applicable Governmental Authorities as promptly as practicable.

(f) AHC shall and the Quartz Entities shall cooperate with all reasonable requests of each other Party in connection with the Insurance Regulatory Filings.

(g) AHC shall and the Quartz Entities shall use commercially reasonable efforts to resolve objections, if any, asserted by the Governmental Authorities with respect to this Agreement so as to enable the transactions contemplated hereunder to be promptly completed.

6.5 Other Filings.

(a) With respect to the period between the date hereof and the earlier to occur of the Phase 3 Closing or the termination of this Agreement pursuant to Article IX, each of the Parties shall use commercially reasonable efforts to cooperate with each other in timely making all filings required to be made prior to the Closing Date with the Governmental Authorities and third Persons.

(b) After each Closing, the applicable Parties shall cause notice of the transactions contemplated by this Agreement to be provided to the Insurance Division of the State of Iowa and the Illinois Department of Insurance, in each case, as may be required by Law.

6.6 Public Announcements. The Parties will consult with each other regarding communication plans developed for purposes of announcing the transactions contemplated hereby through each Closing (or earlier termination of this Agreement pursuant to Article IX), and will cooperate to develop further communication plans as reasonably necessary. For greater certainty, the Parties agree that each such Party will not issue any press release or otherwise make any public statement or respond to any press inquiry with respect to this Agreement, the transactions contemplated hereby or any subsequent termination of this Agreement without the prior written approval of the other Parties (which approval will not be unreasonably conditioned, withheld or delayed), except as may be required to fulfill any condition to such Closing pursuant to this Agreement or as otherwise required by applicable Law.

6.7 Additional Agreements. Subject to the terms and conditions herein provided, each of the Parties agrees to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement.

6.8 Transaction Expenses. Each party shall be responsible for paying its own Transaction Expenses.

6.9 Organizational Documents. In connection with (i) the Phase 1 Closing, QHPC shall duly adopt and approve the Second Amended and Restated Bylaws of QHPC (in the form attached hereto at Exhibit G) and the Second Amended and Restated Members Agreement of QHPC (in the form attached hereto at Exhibit H). In connection with the Phase 2 Closing and the Phase 3 Closing, the relevant Parties shall duly enter into, adopt and/or approve, as required, the Phase 2 Related Agreements and the Phase 3 Related Agreements, respectively.

6.10 Phase 2 Divestiture. To the extent the Parties consummate the Phase 2 Closing, AHC shall, not later than December 31, 2023, divest its direct or indirect interests in any joint venture, shared ownership or management arrangement in any health care payer doing business in Wisconsin.

6.11 Phase 2 and Phase 3 Agreements. The Parties shall use commercially reasonable efforts to finalize the forms of the Phase 2 Related Agreements and the Phase 3 Related Agreements prior to the Phase 1 Closing.

ARTICLE VII.
CONDITIONS TO CONSUMMATION OF THE EXCHANGE

7.1 Conditions to Obligations of AHC. The obligation of AHC to consummate the transactions contemplated by Phase 1, Phase 2, and Phase 3 of this Agreement is subject in each case to the satisfaction or written waiver of each of the following conditions precedent, as applicable, at each of the Closings:

(a) Each of the representations and warranties of each Legacy Owner set forth in this Agreement, including the Disclosure Schedules (as may be supplemented or amended pursuant to Section 8.2(a)(v)), that are qualified by Material Adverse Effect, shall be true and correct in all respects as of the date of this Agreement and as of the applicable Closing Date as though made on and as of such time (other than such representations and warranties that address matters only as of a particular date, which shall be so true and correct as of such date) and the representations and warranties of such Legacy Owner contained in this Agreement, including the Disclosure Schedules (as may be supplemented or amended pursuant to Section 8.2(a)(v)), that are not qualified by Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the applicable Closing Date, as though made on and as of such date except as would not have a Material Adverse Effect on such Legacy Owner (other than such representations and warranties that address matters only as of a particular date, which shall be so true and correct as of such date);

(b) Each of the representations and warranties of the Quartz Parent Entities and their Subsidiaries set forth in this Agreement, including the Disclosure Schedules (as may be

supplemented or amended pursuant to Section 8.2(a)(v)), that are qualified by Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the applicable Closing Date as though made on and as of such time (other than such representations and warranties that address matters only as of a particular date, which shall be so true and correct as of such date) and the representations and warranties of the Quartz Parent Entities and their Subsidiaries contained in this Agreement, including the Disclosure Schedules (as may be supplemented or amended pursuant to Section 8.2(a)(v)), that are not qualified by Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the applicable Closing Date, as though made on and as of such date except as would not have a Material Adverse Effect on the Quartz Parent Entities and their Subsidiaries (other than such representations and warranties that address matters only as of a particular date, which shall be so true and correct as of such date);

(c) Each Legacy Owner shall have performed and complied in all material respects with all covenants, obligations and agreements contained in this Agreement required to be performed or complied with by it on or before the applicable Closing Date;

(d) The Quartz Parent Entities shall have performed and complied in all material respects with all covenants, obligations and agreements contained in this Agreement required to be performed or complied with by them on or before the applicable Closing Date;

(e) There shall not be threatened or pending by any Governmental Authority, or pending, with respect to all Persons, other than a Governmental Authority, any action, suit or proceeding seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement;

(f) The Parties shall have received the written approval of the OCI and DOH (or the OCI's or DOH's determination that it does not disapprove) of the transactions contemplated by the applicable Closing (if required);

(g) The Quartz Parent Entities shall have provided written evidence satisfactory to AHC that all consents, waivers, approvals notices and authorizations set forth on Schedule 7.1(g) have been obtained;

(h) There shall not have occurred any Material Adverse Effect on the Quartz Parent Entities or their Subsidiaries that could reasonably be expected to prevent or materially impair the ability of the Quartz Parent Entities and their Subsidiaries, as applicable, to consummate the transactions contemplated by this Agreement;

(i) All documents and instruments required to be delivered by or on behalf of the Legacy Owners and the Quartz Parent Entities or their Subsidiaries pursuant to Section 8.2 shall have been so delivered; and

(j) No supplement or amendment to a Disclosure Schedule by a Legacy Owner or a Quartz Parent Entity pursuant to Section 8.2(a)(v) shall result in a Material Adverse Effect.

7.2 Conditions to Obligations of the Legacy Owners and the Quartz Parent Entities. The obligation of the Legacy Owners and the Quartz Parent Entities to consummate the Phase 1, Phase 2 and Phase 3 transactions contemplated by this Agreement is subject in each case to the satisfaction or written waiver of each of the following conditions precedent, as applicable, at each of the Closings:

(a) Each of the representations and warranties of AHC set forth in this Agreement, including the Disclosure Schedules (as may be supplemented or amended pursuant to Section 8.1(a)(iii)), that are qualified by Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the applicable Closing Date as though made on and as of such time (other than such representations and warranties that address matters only as of a particular date, which shall be so true and correct as of such date) and the representations and warranties of AHC contained in this Agreement, including the Disclosure Schedules (as may be supplemented or amended pursuant to Section 8.1(a)(iii)), that are not qualified by Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the applicable Closing Date, as though made on and as of such date except as would not have a Material Adverse Effect on AHC (other than such representations and warranties that address matters only as of a particular date, which shall be so true and correct as of such date);

(b) AHC shall have performed and complied in all material respects with all covenants, obligations and agreements contained in this Agreement required to be performed or complied with by it on or before the applicable Closing Date;

(c) There shall not be threatened or pending by any Governmental Authority, or pending, with respect to all Persons, other than a Governmental Authority, any action, suit or proceeding seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement;

(d) The Parties shall have received the written approval of the OCI and DOH (or the OCI's or DOH's determination that it does not disapprove) of the transactions contemplated by the applicable Closing (if required);

(e) AHC shall have provided written evidence satisfactory to the Legacy Owners and the Quartz Parent Entities that all consents, waivers, approvals notices and authorizations set forth on Schedule 7.2(e) have been obtained;

(f) There shall not have occurred any Material Adverse Effect on AHC that could reasonably be expected to prevent or materially impair the ability of AHC to consummate the transactions contemplated by this Agreement;

(g) All documents and instruments required to be delivered by or on behalf of AHC pursuant to Section 8.1 shall have been so delivered;

(h) Solely with respect to the Phase 2 Closing, as of the Phase 2 Closing Date, AHC and its Subsidiaries have (i) not, after October 1, 2019, entered into any joint venture, shared ownership or management arrangement with any health care payer that offers commercial products within the State of Wisconsin; (ii) created a definitive business plan including having

made any capital contribution necessary under which it would offer the Advocate Aurora Quartz Commercial Products; (iii) provided a definitive date for offering the Advocate Aurora Quartz Commercial Product, and (iv) divested of its direct or indirect interests in any joint venture, shared ownership or management arrangement with any health care payer that AHC had on October 1, 2019. For the avoidance of doubt, nothing in this Section 7.2(h) shall restrict any contractual or risk-sharing arrangements that AHC or any of its Subsidiaries has, or may have, with any payer, including a payer who offers commercial products in the area that is currently the service area of AAH or its Subsidiaries or the Quartz Parent Entities or their Subsidiaries; and

(i) No supplement or amendment to a Disclosure Schedule by AHC pursuant to Section 8.1(a)(iii) shall result in a Material Adverse Effect.

ARTICLE VIII.
DELIVERIES

8.1 Deliveries by AHC. Subject to written waiver by the Legacy Owners and the Quartz Parent Entities, AHC shall execute and deliver to the Legacy Owners and the Quartz Parent Entities and their Subsidiaries, as appropriate, all of the following documents and instruments:

(a) at each of the Closings:

(i) a certificate dated as of the applicable Closing Date signed by an appropriate executive officer of AHC certifying that, as of such Closing Date, each of the conditions specified in Sections 7.2(a) and 7.2(b) have been satisfied and that, to the Knowledge of AHC, the condition specified in Section 7.2(c) has been satisfied;

(ii) a certificate of status with respect to AHC issued by the Department of Financial Institutions of the State of Wisconsin not earlier than ten (10) Business Days prior to the applicable Closing Date;

(iii) supplemental or amended Disclosure Schedules disclosing any matter, condition, event or circumstance occurring or arising after delivery of the Disclosure Schedules, or, if applicable, after delivery of any supplemental or amended Disclosure Schedules delivered under this Section 8.1(a)(iii); and

(iv) all other documents and instruments reasonably required or requested by the Quartz Parent Entities to consummate the transactions contemplated hereby.

(b) at the Phase 1 Closing:

(i) a certificate dated as of the Phase 1 Closing Date signed by an appropriate executive officer of AHC certifying that the necessary corporate approval(s) for AHC's execution, delivery and performance of this Agreement and the Phase 1 Related Agreements have been obtained; and

(ii) the Phase 1 Related Agreements.

(c) at the Phase 2 Closing:

(i) a certificate dated as of the Phase 2 Closing Date signed by an appropriate executive officer of AHC certifying that the necessary corporate approval(s) for AHC's execution, delivery and performance of the Phase 2 Related Agreements have been obtained; and

(ii) the Phase 2 Related Agreements.

(d) at the Phase 3 Closing:

(i) a certificate dated as of the Phase 3 Closing Date signed by an appropriate executive officer of AHC that the necessary corporate approval(s) for AHC's execution, delivery and performance of the Phase 3 Related Agreements have been obtained; and

(ii) the Phase 3 Related Agreements.

8.2 Deliveries by the Legacy Owners and the Quartz Parent Entities. Subject to written waiver by AHC, the Legacy Owners shall and the Quartz Parent Entities shall and shall cause their Subsidiaries, as appropriate, to execute and deliver to AHC all of the following documents and instruments:

(a) at each of the Closings:

(i) a certificate dated as of the applicable Closing Date signed by an appropriate executive officer of each Legacy Owner certifying that, as of such Closing Date, each of the conditions specified in Sections 7.1(a) and 7.1(c) applicable to such Legacy Owner have been satisfied and that, to the Knowledge of such Legacy Owner, the condition specified in Section 7.1(e) has been satisfied;

(ii) a certificate dated as of the applicable Closing Date signed by an appropriate executive officer of each Quartz Parent Entity certifying that, as of such Closing Date, each of the conditions specified in Section 7.1(b) and 7.1(d) have been satisfied and that, to the Knowledge of Quartz Parent Entities the condition specified in Section 7.1(e) has been satisfied;

(iii) a certificate dated as of the applicable Closing Date signed by an appropriate executive officer of each Quartz Parent Entity certifying the Parent Quartz Entities' and their Subsidiaries' articles of incorporation and by-laws;

(iv) a certificate of status with respect to the Legacy Owners and the relevant Quartz Parent Entities and their Subsidiaries issued by the Department of Financial Institutions of the State of Wisconsin, the Iowa Secretary of State, the OCI or the Minnesota Secretary of State, as applicable, not earlier than ten (10) Business Days prior to the applicable Closing Date;

(v) supplemental or amended Disclosure Schedules disclosing any matter, condition, event or circumstance occurring or arising after delivery of the Disclosure

Schedules, or, if applicable, after delivery of any supplemental or amended Disclosure Schedules delivered under this Section 8.2(a)(v); and

(vi) all other documents and instruments reasonably required or requested by AHC to consummate the transactions contemplated hereby.

(b) at the Phase 1 Closing:

(i) a certificate dated as of the Phase 1 Closing Date signed by an appropriate executive officer of each Legacy Owner and each Quartz Parent Entity certifying the resolutions of the board of directors or appropriate internal approval (or meeting minutes reflecting the same) of each Legacy Owner and Parent Quartz Entity and their Subsidiaries approving such Legacy Owner's and Parent Quartz Entity's execution, delivery and performance of this Agreement and, as applicable, the Phase 1 Related Agreements;

(ii) the Phase 1 Related Agreements; and

(iii) a certificate or certificates, as applicable, in AHC's name representing the Membership Rights of QHPC issued to AHC pursuant to Section 1.2.

(c) at the Phase 2 Closing:

(i) a certificate dated as of the Phase 2 Closing Date signed by an appropriate executive officer of each Legacy Owner and QHC certifying the resolutions of the board of directors or appropriate internal approval (or meeting minutes reflecting the same) of each Legacy Owner and QHC and its Subsidiaries approving such Legacy Owner's and QHC's and its Subsidiaries' execution, delivery and performance of the applicable Phase 2 Related Agreements;

(ii) the Phase 2 Related Agreements; and

(iii) a certificate or certificates, as applicable, in AHC's name representing the Capital Stock of QHC issued to AHC pursuant to Section 1.3

(d) at the Phase 3 Closing:

(i) a certificate dated as of the Phase 3 Closing Date signed by an appropriate executive officer of each Legacy Owner and each Quartz Parent Entity certifying the resolutions of the board of directors or appropriate internal approval (or meeting minutes reflecting the same) of each Legacy Owner and Parent Quartz Entity and their Subsidiaries approving such Legacy Owner's and Parent Quartz Entity's and its Subsidiaries' execution, delivery and performance of the applicable Phase 3 Related Agreements;

(ii) the Phase 3 Related Agreements;

(iii) if the Phase 3 QHPC Closing Contribution is being made, a certificate or certificates, as applicable, in AHC's name representing the Membership Rights of QHPC issued to AHC pursuant to Section 1.4; and

(iv) if the Phase 3 QHC Closing Contribution is being made, a certificate or certificates, as applicable, in AHC's name representing the Capital Stock of QHC issued to AHC pursuant to Section 1.4.

ARTICLE IX.
TERMINATION AND OPTIONS

9.1 Termination by Consent. This Agreement may be terminated and the consummation of any of the transactions contemplated hereby or under the Related Agreements which have not yet been consummated may be abandoned at any time prior to the Phase 3 Closing Date by the written consent thereto of each Party.

9.2 Termination by Any Party. This Agreement may be terminated and the consummation of the transactions contemplated hereby or under the Related Agreements which have not yet been consummated may be abandoned by a Party if a Governmental Authority shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the remaining transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable.

9.3 Termination by AHC. This Agreement may be terminated and the consummation of any of the transactions contemplated hereby or under the Related Agreements which have not yet been consummated may be abandoned at any time prior to the Phase 3 Closing Date by AHC, if there has been a breach by the Legacy Owners or the Quartz Parent Entities of any covenant, representation or warranty set forth in this Agreement which has prevented or would prevent the satisfaction of any condition to the obligations of AHC under Section 7.1, and (a) such breach has not been waived by AHC; (b) AHC has provided written notice to the Legacy Owners and the Quartz Parent Entities of such breach; and (c) the Legacy Owners or Quartz Parent Entity, as applicable, have not cured (if curable) such breach within twenty (20) calendar days after receiving written notice thereof from AHC.

9.4 Termination by a Legacy Owner or a Quartz Parent Entity.

(a) Breach by AHC. This Agreement may be terminated and the consummation of any of the transactions contemplated hereby or under the Related Agreements which have not yet been consummated may be abandoned at any time prior to each the Phase 3 Closing Date by GHS, UHC, UPH, QHPC or QHS if there has been a breach by AHC of any covenant, representation or warranty set forth in this Agreement which has prevented or would prevent the satisfaction of any condition to the obligations of any Legacy Owner or any Quartz Parent Entity under Section 7.2, and (a) such breach has not been waived by the terminating Legacy Owner or Quartz Parent Entity; (b) the terminating Legacy Owner or Quartz Parent Entity has provided written notice to AHC of such breach; and (c) AHC has not cured (if curable) such breach within twenty (20) calendar days after receiving written notice thereof from the terminating Legacy Owner or Quartz Parent Entity.

(b) Advocate Aurora Quartz Medicare Advantage Product Abandonment or Failure to Reach Market. If the Advocate Aurora Quartz Medicare Advantage Product is either: (A) abandoned by AHC prior to January 1, 2021, or (B) at any time projected not to be in the

market by January 1, 2021 due to the actions or inactions of AHC or any of its Subsidiaries (other than for reasons related to required state or federal regulatory approvals), then, upon approval of the Board of Directors of the Quartz Parent Entities and their Subsidiaries, without considering the vote of any director appointed by AHC, the following shall occur:

(i) In the event that the Parties have not consummated the Phase 1 Closing, the Legacy Owners and the Quartz Parent Entities may terminate this Agreement and the consummation of the transactions contemplated hereby or under the Related Agreements may be abandoned; or

(ii) In the event that the Parties have consummated the Phase 1 Closing (and, if applicable, the Phase 2 Closing), the Legacy Owners shall have the right to purchase from AHC all Membership Rights of QHPC (and, if applicable, Capital Stock of QHC) held by AHC for an amount equal to (x) product of the AHC Percentage Interest multiplied by the Net Book Value of the Quartz Parent Entity, less (y) the nonrefundable contribution and less (z) One Hundred Percent (100%) of the administrative expenses (estimated to be approximately Three Million Dollars ($3,000,000)) due to the Quartz Parent Entities or any of its Subsidiaries for administrative services under the terms of the AAH Medicare Advantage Agreements, with credit for payments already made by AHC for such administrative services.

9.5 AHC's Put Options.

(a) AHC's Exit Trigger Put.

(i) Each of the Legacy Owners and Quartz Parent Entities hereby grant to AHC an option (the "Exit Trigger Put") to sell its Membership Rights of QHPC and Capital Stock of QHC (collectively, the "AHC Interest") on the terms and conditions hereinafter set forth.

(ii) The Exit Trigger Put may be exercised by AHC at any time between July 1st and August 31st at 11:59 p.m. Central time of the year prior to each Exit Trigger Date (a period of time approximately 18 to 16 months prior to each Exit Trigger Date) by providing written notice to the Legacy Owners and the Quartz Parent Entities of its intent to do so (the "Exit Trigger Put Notice").

(iii) Within ninety (90) days after the Legacy Owners' and Quartz Parent Entities' receipt of the Exit Trigger Put Notice, the Legacy Owners shall have a right to purchase the AHC Interest at a price determined pursuant to Section 9.7.

(iv) In the event that no Legacy Owner exercises its right to purchase the AHC Interest within such 90-day period, the Quartz Parent Entities shall assist AHC with selling AHC's block of business of such Quartz Parent Entities to another qualified health plan. Upon the date that such block of business is no longer insured through the Quartz Parent Entities or their Subsidiaries and such entities retain no liability, the Quartz Parent Entities shall redeem the AHC Interest at a price determined pursuant to Section 9.7.

(b) AHC's Asset Sale Put.

(i) Each of the Legacy Owners and the Quartz Parent Entities hereby grant to AHC an option (the "Asset Sale Put") to sell the AHC Interest on the terms and conditions hereinafter set forth.

(ii) The Asset Sale Put may be exercised by AHC at any time prior to the consummation of Phase 2 and within thirty (30) days after the Board of Directors of the Quartz Parent Entities approve the sale of substantially all of the Quartz Parent Entities' assets by providing written notice to the Legacy Owners and the Quartz Parent Entities of its intent to do so (the "Asset Sale Put Notice").

(iii) Within ninety (90) days after the Legacy Owners' and Quartz Parent Entities' receipt of the Asset Sale Put Notice, the Legacy Owners shall have a right (the "Legacy Owners' ROFR") to purchase the AHC Interest at a price determined pursuant to Section 9.7.

(iv) In the event that no Legacy Owner exercises the Legacy Owners' ROFR within such 90-day period, the Quartz Parent Entities shall assist AHC with selling AHC's block of business of such Quartz Parent Entities to another qualified health plan. Upon the date that such block of business is no longer insured through the Quartz Parent Entities or their Subsidiaries and such entities retain no liability, the Quartz Parent Entities shall redeem the AHC Interest at a price determined pursuant to Section 9.7.

9.6 The Legacy Owners Call Option. AHC hereby grants to the Legacy Owners an option (the "Exit Trigger Call") to purchase the AHC Interest at any time between July 1st and August 31st at 11:59 p.m. Central time of the year prior to each Exit Trigger Date (a period of time approximately 18 to 16 months prior to each Exit Trigger Date) by providing written notice to AHC of their intent to do so.

9.7 Purchase and Redemption Price.

(a) Any purchase and/or redemption made pursuant to the exercise of the Exit Trigger Put or the Exit Trigger Call shall be for an amount equal to the Net Book Value of AHC's proportionate share of the applicable Quartz Parent Entity's assets (less reasonable expenses incurred by the Legacy Owners and/or the Quartz Parent Entities, as applicable, to purchase and/or redeem the AHC Interest or sell the block of business, as applicable) as of the closing of such transaction, minus either:

(i) one-half of the nonrefundable capital contribution if the Exit Trigger Call is exercised on the first Exit Trigger Date; or

(ii) The full amount of the nonrefundable capital contribution if (A) the Exit Trigger Put is exercised at any Exit Trigger Date or (B) the Exit Trigger Call is exercised at any Exit Trigger Date other than the first Exit Trigger Date.

(b) Any purchase and/or redemption made pursuant to the exercise of the Asset Sale Put shall be for an amount determined as follows:

(i) If the Legacy Owners' ROFR is exercised, the purchase price of the AHC Interest shall be determined in accordance with Section 9.7(a); or

(ii) If AHC's block of business is sold to another qualified health plan, the redemption price shall be for an amount equal to the proportionate amount (based upon interest percentages) distributed to a Legacy Owner (with respect to such Legacy Owner's Membership Rights in QHPC or Capital Stock in QHC, as applicable) in connection with the sale of such assets; provided that if no such distribution is made to a Legacy Owner, then the redemption amount would be an amount equal to the Net Book Value of AHC's proportionate share of the Quartz Parent Entities' assets (less expenses incurred by Quartz to redeem the AHC Interest or sell the block of business, as applicable) as of such date.

9.8 Effect of Termination and Abandonment. If this Agreement is terminated pursuant to this Article IX, all rights and obligations of the Parties hereunder shall terminate without any Liability of any Party to any other Party, except for agreements entered into prior to such termination (other than as specified within such agreements), Section 6.7, this Section 9.8, Article X, and Article XI, all of which shall survive the termination of this Agreement, as applicable, and in accordance with their respective terms; provided, further, that the termination of this Agreement shall in no way limit any claim by a Party that the other Party breached the terms of this Agreement prior to or in connection with such termination, including by failing to consummate the transactions contemplated by this Agreement, nor shall such termination limit the right of such non-breaching Party to seek specific performance and all other remedies available at Law or equity.

9.9 Extension; Waiver. At any time prior to any Closing, AHC, on the one hand, and the Legacy Owners and the Quartz Parent Entities, on the other, may (a) extend the time for the performance of any of the obligations or other acts of the other Party or Parties; (b) waive any inaccuracies in the representations and warranties of the other Party or Parties contained herein or in any document, certificate or writing delivered pursuant hereto; or (c) waive compliance by the other Party or Parties with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of a Party to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE X.
INDEMNIFICATION

10.1 Survival.

(a) The representations and warranties of the Parties in Article II, Article III, Article IV and Article V are made (and remade, as applicable) as of the date specified therein. Subject to Section 10.1(b), the representations, warranties, covenants and agreements set forth in this Agreement shall survive each such Closing and the consummation of the transactions contemplated hereby.

(b) With respect to claims for breaches of representations and warranties referred to in Section 10.2(a) or Section 10.3(a) (other than Section 2.12, Section 3.13, the AHC

Fundamental Representations, the Legacy Fundamental Representations, and the Quartz Fundamental Representations) no Party shall be liable for Losses arising therefrom unless written notice of such breach is given by the Indemnified Person before the date that is eighteen (18) months after the final date that such representation and warranty was made under the terms of this Agreement. AHC shall remain liable for Losses arising from breaches of Section 2.12 or the AHC Fundamental Representations for five (5) years after each the final date that such representation and warranty was made under the terms of this Agreement. The Quartz Parent Entities shall remain liable for Losses arising from breaches of Section 3.13 or the Quartz Fundamental Representations for five (5) years after the final date that such representation and warranty was made under the terms of this Agreement. Each Legacy Owner shall remain liable for Losses arising from breaches of the Legacy Fundamental Representations with respect to such Legacy Owner (but for purposes of clarification, not for breaches of a Legacy Fundamental Representation with respect to another Legacy Owner) for five (5) years after the final date that such representation and warranty was made under the terms of this Agreement.

10.2 Indemnification by AHC. From and after each Closing, AHC shall indemnify and defend the Quartz Indemnified Parties against, and agree to hold each of them harmless from, any and all Losses incurred or suffered by any of them incident to, resulting from or in any way arising out of or in connection with any of the following:

(a) any breach of or any inaccuracy in any representation or warranty made by AHC in this Agreement; or

(b) any breach of or failure by AHC to perform any covenant or obligation of AHC contemplated in this Agreement; provided that no failure to consummate the transactions contemplated as Phase 2 or Phase 3 shall constitute a breach of or failure by AHC to perform a covenant or obligation of AHC contemplated in this Agreement.

10.3 Indemnification by the Legacy Owners. From and after each Closing, each Legacy Owner agrees to severally indemnify and defend AHC Indemnified Parties against, and agrees to hold each of them harmless from, any and all Losses incurred or suffered by any of them incident to, resulting from or in any way arising out of or in connection with any of the following:

(a) any breach of or any inaccuracy in any representation or warranty made by such Legacy Owner in this Agreement; or

(b) any breach of or failure by such Legacy Owner to perform any covenant or obligation contemplated in this Agreement; provided that no failure to consummate the transactions contemplated as Phase 2 or Phase 3 shall constitute a breach of or failure by the Legacy Owners or any of them to perform a covenant or obligation of the Legacy Owners or any of them contemplated in this Agreement.

For purposes of clarification, no Legacy Owner shall indemnify or defend AHC Indemnified Parties against or hold any of them harmless from any or all Loss incurred or suffered by any of them incident to, resulting from or in any way arising out of a breach of or any inaccuracy in any representation or warranty made by any Party other than such Legacy Owner in this Agreement;

or any breach of or failure by any party other than such Legacy Owner to perform any covenant or obligation contemplated in this Agreement.

10.4 Indemnification by the Quartz Parent Entities. From and after each Closing, the Quartz Parent Entities, severally, agree to indemnify and defend AHC Indemnified Parties against, and agree to hold each of them harmless from, any and all Losses incurred or suffered by any of them incident to, resulting from or in any way arising out of or in connection with any of the following:

(a) any breach of or any inaccuracy in any representation or warranty made by such Quartz Parent Entity in this Agreement; or

(b) any breach of or failure by such Quartz Parent Entity to perform any covenant or obligation contemplated in this Agreement; provided that no failure to consummate the transactions contemplated as Phase 2 or Phase 3 shall constitute a breach of or failure by the Quartz Parent Entities or either of them to perform a covenant or obligation of the Quartz Parent Entities or either of them contemplated in this Agreement.

10.5 Claims. As soon as is reasonably practicable after becoming aware of a claim for indemnification under this Agreement, the Indemnified Person shall promptly give notice to the Indemnifying Person of such claim and the amount the Indemnified Person believes it is entitled to receive hereunder from the Indemnifying Person. If the Indemnifying Person does not object in writing to such indemnification claim within thirty (30) calendar days of receiving notice thereof, the Indemnified Person shall be entitled to recover promptly from the Indemnifying Person the amount of such claim (but such recovery shall not limit the amount of any additional indemnification to which the Indemnified Person may be entitled pursuant to this Article X), and no later objection by the Indemnifying Person shall be permitted. If the Indemnifying Person agrees that it has an indemnification obligation but objects claiming that it is obligated to pay only a lesser amount, the Indemnified Person shall nevertheless be entitled to recover promptly from the Indemnifying Person such lesser amount, without prejudice to the Indemnified Person's claim for the difference.

10.6 Limitation on Liability.

(a) Deductible and Cap.

(i) AHC. Notwithstanding Section 10.2(a), but subject to Section 10.6(b), AHC shall have no Liability under Section 10.2(a) to indemnify the Quartz Indemnified Parties for any Losses incurred by the Quartz Indemnified Parties with respect to Section 10.2(a) unless and until the aggregate amount of all such Losses exceeds the Deductible, in which event the Quartz Indemnified Parties shall be entitled to indemnification for all Losses in excess of the Deductible. Notwithstanding Section 10.2(a), but subject to Section 10.6(b), the aggregate Liability of AHC under Section 10.2(a) shall not exceed the Cap.

(ii) Legacy Owners and Quartz Parent Entities. Notwithstanding a Legacy Owner's and a Quartz Parent Entity's liability under Section 10.3(a) and Section 10.4(a), respectively, but subject to Section 10.6(b), neither a Legacy Owner nor a Quartz Parent Entity

shall have any Liability under Section 10.3(a) to indemnify the AHC Indemnified Parties unless and until the aggregate amount of all Losses incurred by AHC exceeds the Deductible, in which event the AHC Indemnified Parties shall be entitled to indemnification for all Losses as provided in Section 10.3(a) and Section 10.4(a), as applicable, in excess of the Deductible. Notwithstanding Section 10.3(a) and Section 10.4(a), but subject to Section 10.6(b), the aggregate Liability of the Legacy Owners and the Quartz Parent Entities shall not exceed the Cap.

(b) The limitations set forth in Section 10.6(a) on the Liability of AHC to indemnify the Quartz Indemnified Parties shall not apply, and AHC shall indemnify the Quartz Indemnified Parties as provided in Section 10.2 with respect to any Loss relating to or arising out of or in connection with breaches or inaccuracies of any of the AHC Fundamental Representations. The limitations set forth in Section 10.6(a) on the Liability of a Legacy Owner to indemnify the AHC Indemnified Parties shall not apply, and such Legacy Owner shall indemnify the AHC Indemnified Parties as provided in Section 10.4(a) with respect to any Loss relating to or arising out of or in connection with breaches or inaccuracies of any of the Legacy Fundamental Representations with respect to such Legacy Owner (but for purposes of clarification, not with respect to another Legacy Owner). The limitations set forth in Section 10.6(a) on the Liability of the Quartz Parent Entities to indemnify the AHC Indemnified Parties shall not apply, and the Quartz Parent Entities, severally, shall indemnify the AHC Indemnified Parties as provided in Section 10.4 with respect to any Loss relating to or arising out of or in connection with breaches or inaccuracies of any of the Quartz Fundamental Representations.

10.7 Indemnification Payments.

(a) All indemnification payments for Losses incurred by the Quartz Indemnified Parties with respect to any breach or inaccuracy of the AHC Fundamental Representations or with respect to Section 10.2(b), shall be paid by AHC by wire transfer of immediately available funds to an account or accounts designated by the Quartz Indemnified Party entitled to receive payment from AHC. The Quartz Indemnified Parties acknowledge and agree that they will designate amounts paid to each account such that each of the Quartz Indemnified Parties will first be reimbursed for their actual, out-of-pocket Losses related to the indemnification payments that are made by AHC and governed by the first sentence of this Section 10.7(a), pro rata in proportion to such actual, out-of-pocket Losses, and then to reimburse UHC for sixty-one and forty-eight one hundredths percent (61.48%), to reimburse GHS for twenty and forty-nine one hundredths percent (20.49%), and to reimburse UPH for eighteen and three one hundredths percent (18.03%) of the remaining Losses related to the same. All other indemnification payments under Section 10.2 shall be paid by AHC to the Quartz Parent Entities as directed by the Legacy Owners.

(b) All indemnification payments under Section 10.3, shall be paid by the Legacy Owner required to indemnify by wire transfer of immediately available funds to an account designated by AHC.

(c) All indemnification payments under Section 10.4, shall be paid by the Quartz Parent Entity required to indemnify by wire transfer of immediately available funds to an

account designated by AHC. The Parties acknowledge and agree that AHC will have no liability or contribution obligation with respect to indemnification payments under Section 10.4.

10.8 Exclusive Remedy. Except as set forth in Section 9.8 and Section 11.12, the Parties acknowledge and agree that, after the Phase 3 Closing, the foregoing indemnification provisions in this Article X and the indemnification and remedy provisions of Article X shall be the sole and exclusive remedy of the Parties with respect to the transactions contemplated by this Agreement, absent Fraud. The foregoing notwithstanding, this Section 10.8 shall not modify, alter, amend or otherwise affect the indemnification obligations of the Legacy Owners described in Article X of the Prior Exchange Agreements which obligations shall continue pursuant to their terms.

ARTICLE XI.
MISCELLANEOUS

11.1 Notices. Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing 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.

11.2 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.

11.3 Interpretation. The headings preceding the text of Articles and Sections included in this Agreement and the headings to Exhibits and Schedules attached to 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, Sections, Exhibits or Schedules shall refer to those portions of this Agreement.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 Further Assurances. Upon the reasonable request of any Party, each other Party will on and after the Closing Date 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.

11.10 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.

11.11 Entire Understanding. This Agreement and the Related Agreements and the Confidentiality 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. All of the terms and conditions of this Agreement including but not limited to all introductory paragraphs, Recitals, Definitions, and all Disclosure Schedules attached are contractual and binding upon the Parties and are incorporated herein by reference.

11.12 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 11.12. The Parties acknowledge and agree that no failure to consummate transactions contemplated in Phase 2 or Phase 3 shall constitute a breach of this Agreement for which specific performance may be sought pursuant to this Section.

11.13 Reproductions. This Agreement, the Related Agreements and 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.

11.14 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.

11.15 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 STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE 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.

11.16 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, each of the Parties has caused this Exchange Agreement to be executed on its behalf by its representatives duly authorized as of the day and year first above written.

GHS:

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,
a Wisconsin nonstock corporation

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

Address for notice purposes:

Gundersen Health System
1900 South Avenue, Mail Stop BELL-04
Lacrosse, WI 54601
Attn: General Counsel

IN WITNESS WHEREOF, each of the Parties has caused this Exchange Agreement to be executed on its behalf by its representatives duly authorized as of the day and year first above written.

UHC:

UNIVERSITY HEALTH CARE, INC.,
a Wisconsin nonstock corporation

By: Michael E. Dallman
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):

Quartz Health Solutions, Inc.
840 Carolina St
Sauk City, WI 53583-1374
Attn: General Counsel

IN WITNESS WHEREOF, each of the Parties has caused this Exchange Agreement to be executed on its behalf by its representatives duly authorized as of the day and year first above written.

UPH:

IOWA HEALTH SYSTEM,
an Iowa non-profit corporation

By: _____
Susan K. Thompson
Interim Chief Executive Officer

Address for notice purposes:

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

IN WITNESS WHEREOF, each of the Parties has caused this Exchange Agreement to be executed on its behalf by its representatives duly authorized as of the day and year first above written.

AHC:

AURORA HEALTH CARE, INC.,
a Wisconsin nonstock corporation

AO 5/11/2020

By: _____
Titus J. Muzi
Senior Vice President, Managed Care Contracting, Advocate Aurora Health

Address for notice purposes:

Aurora Health Care, Inc.
c/o Advocate Aurora Health, Inc.
750 W. Virginia St
Milwaukee, WI 53204
Attn: Senior Vice President, Managed Care Contracting

With copies to (which will not constitute notice):

Aurora Health Care, Inc.
c/o Advocate Aurora Health, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
Attn: Legal Department

Foley & Lardner LLP
777 E. Wisconsin Avenue, Suite 3800
Milwaukee, Wisconsin 53202
Attn: C. Frederick Geilfuss II
Morgan J. Tilleman

IN WITNESS WHEREOF, each of the Parties has caused this Exchange Agreement to be executed on its behalf by its representatives duly authorized as of the day and year first above written.

QHC:

QUARTZ HOLDING COMPANY,
a Wisconsin corporation

By: DocuSigned by: Terry Bolz AE22B7218A5548F...
Terry Bolz
President and Chief Executive Officer

Address for notice purposes:

Quartz Holding Company
840 Carolina St
Sauk City, WI 53583-1374
Attn: General Counsel

With a 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

IN WITNESS WHEREOF, each of the Parties has caused this Exchange Agreement to be executed on its behalf by its representatives duly authorized as of the day and year first above written.

QHPC:

QUARTZ HEALTH PLAN CORPORATION,
a Wisconsin nonstock service insurance corporation

By: DocuSigned by: Terry Bolz AE22B7218A5548F...
Terry Bolz
President and Chief Executive Officer

Address for notice purposes:

Quartz Health Plan Corporation
840 Carolina St
Sauk City, WI 53583-1374
Attn: General Counsel

With a 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

EXHIBIT A

DEFINITIONS

For purposes of this Agreement, the following terms and variations thereof have the meanings specified below:

"AAH" means Advocate Aurora Health, Inc., a Delaware not-for-profit corporation.

"AAH Financial Statements" means the audited annual financial statements of Advocate Aurora Health, Inc. which comprise the statements of admitted assets, liabilities and capital and surplus as of the year ended for each of the two (2) years prior to the applicable Closing Date or, if such audited annual financial statements are not yet available for the most recent prior year at any Closing Date, then the most recent available audited annual financial statements of Advocate Aurora Health, Inc. and the most recent available quarterly financial statements of Advocate Aurora Health, Inc., and the related statements of revenues and expenses, changes in capital and surplus and cash flows for the periods then ended and, with respect to annual financial statements only, the related notes thereto.

"AAH Medicare Advantage Agreements" means collectively the Implementation Agreement and the Risk Based Capital Agreement.

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

"Advocate Aurora Quartz Commercial Product" means any commercial products described in the Participating Provider Agreement.

"Advocate Aurora Quartz Medicare Advantage Product" means the Advocate Aurora Quartz Medicare Advantage Product described within the Implementation Agreement and Risk Based Capital Agreement and to be introduced in the CMS open enrollment period with policies effective January 1, 2021.

"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" shall have the meaning set forth in the first paragraph of this Agreement.

"AHC" shall have the meaning set forth in the first paragraph of this Agreement.

"AHC Fundamental Representations" means the representations and warranties contained in Section 2.1 (Due Organization), Section 2.2 (Due Authorization; Consents and Approvals; Enforceability), Section 2.3(a) (Conflicts) and Section 2.4 (Membership).

"AHC Indemnified Parties" means AHC and its Affiliates and each of their respective officers, directors, trustees, employees, agents and representatives.

"AHC Service Area Expansion Contributions To QHC" shall have the meaning as set forth in Section 1.5(b).

"AHC Service Area Expansion Contributions To QHPC" shall have the meaning as set forth in Section 1.5(a).

"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.

"Cap" means $10,000,000.

"Capital Stock" means, collectively, the Class A Capital Stock and Class B Capital Stock as described in more detail in the Amended and Restated Bylaws of QHC.

"Class A Capital Stock" means the voting Capital Stock designated as Class A Capital Stock as described in more detail in the Amended and Restated Bylaws of QHC that is included as a Related Agreement.

"Class A Membership Rights" means those voting Membership Rights designated as Class A Membership Rights as described in more detail in the Second Amended and Restated Bylaws of QHPC that is included as a Related Agreement.

"Class B Capital Stock" means the non-voting Capital Stock designated as Class B Capital Stock, sharing *pari passu* in the economic rights of QHC with the Class A Capital Stock as described in more detail in the Second Amended and Restated Bylaws of QHC that is included as a Related Agreement.

"Class B Membership Rights" means those non-voting Membership Rights designated as Class B Membership Rights, sharing *pari passu* in the economic rights of QHPC with the Class A Membership Rights as described in more detail in the Second Amended and Restated Bylaws of QHPC that is included as a Related Agreement.

"Closing" shall mean collectively or individually, as applicable, the Phase 1 Closing, the Phase 2 Closing and the Phase 3 Closing.

"Closing Date" shall mean collectively or individually, as applicable, the Phase 1 Closing Date, the Phase 2 Closing Date and the Phase 3 Closing Date.

"CMS" means the Centers for Medicare & Medicaid Services, U.S. Department of Health and Human Services, which is the Governmental Authority responsible for administering Medicare, Medicaid the Medicare Advantage Program and Medicare Prescription Drug Benefit Program.

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

"Confidentiality Agreement" means that certain Non-Disclosure Agreement, dated March 12, 2019, as amended on May 16, 2019, by and among the Legacy Owners and AAH.

"Deductible" means $1,000,000.

"Disclosure Schedules" means the schedules delivered by the Parties concurrently with the execution and delivery of this Agreement, as may be supplemented or amended pursuant to Section 8.1(a)(iii) and Section 8.2(a)(v), as applicable.

"DOH" means the Department of Health of the State of Minnesota.

"Exit Trigger Date" means December 31, 2025 and each December 31st that occurs in successive five-year intervals thereafter (e.g., the second Exit Trigger Date will be December 31, 2031).

"Fraud" means an actual and intentional fraud, provided, that such actual and intentional fraud of a Party shall only be deemed to exist if such Party actually knew that the representations and warranties made by such Party as qualified by the Schedules were actually breached when made and the other elements of a fraud claim have been satisfied under applicable Law.

"General Developments" means (i) any developments affecting economic or political conditions in general, (ii) any act of terrorism or war, (iii) any natural disasters, or (iv) any changes in or interpretations of any applicable Law, SAP or MN SAAP occurring after the date of this Agreement, but excluding, in each of the cases described in clauses (i)-(iv), any effect to the extent arising from any change, effect, condition, factor or circumstance that has, or is reasonably likely to have, a materially disproportionately impact on the business, results of operations, prospects, properties, condition (financial or otherwise), assets or Liabilities of AHC, the Legacy Owners or the Quartz Parent Entities (as applicable) or any of their respective Subsidiaries relative to similarly situated companies principally engaged in the industries in which the AHC, the Legacy Owners or the Quartz Parent Entities (as applicable) or any of their respective Subsidiaries conduct their respective businesses.

"GHS" shall have the meaning set forth in the first paragraph of this Agreement.

"Governmental Authority" means any court, arbitrator, administrative agency or commission, or governmental or quasi-governmental or regulatory official, department, agency, body, authority or instrumentality, whether foreign or U.S. federal, state or local, implementing and enforcing, without limitation, Laws, Health Care Programs, CMS manuals, instructions, Frequently Asked Questions and guidance relating to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs.

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

"Health Care Laws" means federal, state or local laws and regulations addressing fraud, including, but not limited to, the federal Anti-Kickback Law, the Stark Law, the False Claims Act, applicable state corporate practice of medicine, fee-splitting and HIPAA and all rules and regulations promulgated pursuant to HIPAA.

"Health Care Program" means any federal or state health care program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government or any state. The Health Care Programs are commonly known as: Medicare, Medicaid, the State Children's Health Insurance Program, the Department of Defense TRICARE and TRICARE for Life programs, the Veterans Health Administration program, and the Indian Health Service program. Medicare includes the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs.

"Health Care Program Contracts" means contracts, participation agreements and the like wherein a provider or supplier asserts eligibility and assures compliance with the Health Care Laws in order to be paid by a Health Care Program and accepting assignment for payment.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economics and Clinical Health Act and corresponding regulations regarding electronic transactions and code sets (45 C.F.R. Parts 160, 162 and 164).

"Implementation Agreement" shall mean the Implementation Agreement by and between AAH and QHS dated January 15, 2020.

"Indemnified Person" means the Person(s) entitled to, or claiming a right to, indemnification under Article X.

"Indemnifying Person" means the Person(s) claimed by the Indemnified Person to be obliged to provide indemnification under Article X.

"Initial Exchange Agreement" means that certain Exchange Agreement by and between GHS and UHC dated as of December 18, 2015.

"Insurance Regulatory Filings" means the Phase 1 Form A and Phase 2 Form A filings and the other filings with insurance Governmental Authorities required by Section 6.5.

"Intellectual Property" means, collectively, all U.S., state and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto; (b) marks, business identifiers, trade dress, trademarks, service marks, trade names, brand names, designs, logos and slogans and other proprietary indicia of goods and services and all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) copyrights and original works of authorship in any medium of expression, whether or not published, and all other rights associated therewith (including but not limited to databases); (d) all trade secrets and confidential or proprietary business information (including, without limitation, confidential ideas, research and development, discoveries, improvements, designs, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (e) Internet domain names, whether or not trademarked, registered in any generic top level domain by any authorized private registrar or governmental authority; (f) computer source codes, programs and other software (including all machine readable code, printed listings of code, documentation and related property and information); (g) moral, privacy and publicity rights;

and (h) all applications, patents and registrations for all of the foregoing and all other information.

"Knowledge" means (a) with respect to AHC, the knowledge of the persons identified on Exhibit K, in each instance after reasonable inquiry, and (b) with respect to the Quartz Parent Entities, the knowledge of the persons identified on Exhibit L, in each instance after reasonable inquiry.

"Laws" means any federal, state, local or municipal statute, law, ordinance, regulation, rule, code, order, other requirement or rule of law, including the Health Care Laws.

"Legacy Fundamental Representations" means the representations and warranties contained in Section 5.1 (Due Organization), Section 5.2 (Due Authorization; Consents and Approvals; Enforceability) and Section 5.3(a) (Conflicts).

"Legacy Owner(s)" shall have the meaning set forth in the first paragraph of this Agreement.

"Liability" or "Liabilities" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted.

"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 and excluding restrictions on transfer pursuant to any federal or state securities Laws).

"Loss(es)" means any and all Liabilities, losses, costs, claims (including third-party claims), damages of any type permitted to be recovered by Law, penalties and documented out-of-pocket expenses (including reasonable attorneys' fees and expenses and costs of investigation and litigation). For purposes of calculating Losses hereunder, after a breach or failure referred to in Section 10.2(a) or in Section 10.3(a) has been established, any materiality or Material Adverse Effect qualifications in the representations and warranties shall be ignored.

"Material" means an amount equal to three percent (3%) of net assets of the relevant Party based on its most recent audited annual financial statement.

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development, individually or in the aggregate, that has had, or reasonably would be expected to have, an adverse Material effect on the assets, Liabilities, condition (financial or otherwise) or results of operations of the business of AHC, on the one hand, and the Quartz Parent Entities or their Subsidiaries, on the other hand and as applicable, or the ability of AHC, on the one hand, or the Legacy Owners or the Quartz Parent Entities or their Subsidiaries, on the other hand and as applicable, to perform in a timely manner any of their obligations under this Agreement, the Related Agreements or the transactions contemplated hereby or thereby; provided, however, that

General Developments shall not be deemed, either alone or in combination, to constitute a Material Adverse Effect.

"Material AHC Contracts" means agreements or contracts with insurance companies or health maintenance organizations in which AAH or AHC has an equity interest.

"Material QHC Contracts" means QHC or its Subsidiaries' contracts with Wisconsin Department of Employee Trust Funds.

"Material QHPC Contracts" means QHPC's Health Care Program Contracts.

"Medicaid" means Title XIX of the Social Security Act and the Health Care Program promulgated therein.

"Medicare" means Title XVIII of the Social Security Act and the Health Care Program promulgated therein.

"Medicare Advantage Prescription Drug Plan" shall mean a Medicare Advantage Prescription Drug Plan as defined by Law.

"Medicare Advantage Program" means the Medicare managed care program as defined by Law.

"Medicare Prescription Drug Benefit Program" means the Medicare outpatient prescription drug benefit program as defined by Law.

"Members Agreement" means the Second Amended and Restated Members Agreement of QHPC adopted in connection with the Phase 1 Closing, as amended from time to time.

"Membership Rights" means, collectively, the Class A Membership Rights and Class B Membership Rights as described in more detail in the Second Amended and Restated Bylaws of QHPC that is included as a Related Agreement.

"Minimum Phase 2 Closing Amount" shall have the meaning set forth in Section 1.3(a).

"Minimum Phase 3 QHC Closing Amount" shall have the meaning set forth in Section 1.4(b)(ii).

"Minimum Phase 3 QHPC Closing Amount" shall have the meaning set forth in Section 1.4(b)(i).

"MN SAP" means the statutory accounting practices prescribed by the State of Minnesota and the DOH's prescribed practices with respect to statutory financial statements filed with the DOH.

"Net Book Value" means the statutory net worth based on the most recent quarterly financial statement required to be filed with the OCI, including, but not limited to, prorated portions of all applicable ACA fees.

"OCI" means the Office of the Commissioner of Insurance for the State of Wisconsin.

"OIG" means the Office of the Inspector General of the U.S. Department of Health and Human Services.

"Participating Provider Agreement" means, collectively, the Participating Provider Agreement by and between AHC and QHS with an effective date of January 1, 2020 and any related addendum by and between AHC and QHS.

"Party" or "Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Permits" means licenses, permits, certificates, authorizations, rights and other approvals of Governmental Authorities necessary to conduct business as currently conducted.

"Permitted Liens" means (a) statutory liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with SAP, or MN SAP, as applicable; (b) mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the ordinary course of business; (c) liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation; (d) purchase money liens and liens securing rental payments under capital or operating lease arrangements; and (e) informational statements filed under the Uniform Commercial Code with respect to operational leases.

"Person" means any human being, sole proprietorship, general partnership, limited partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, Governmental Authority or other entity.

"Phase 1" shall have the meaning set forth in Section 1.2.

"Phase 1 Closing" shall have the meaning set forth in Section 1.2(f).

"Phase 1 Closing Contribution" has the meaning set forth in Section 1.2(a).

"Phase 1 Closing Date" shall have the meaning set forth in Section 1.2(a).

"Phase 1 Related Agreements" means the Second Amended and Restated Bylaws of QHPC (in the form attached hereto as Exhibit G), the Second Amended and Restated Members Agreement of QHPC (in the form attached hereto as Exhibit H) and each of the other documents, certificates and instruments to be delivered hereunder or thereunder.

"Phase 2" shall have the meaning set forth in Section 1.3.

"Phase 2 Closing" shall have the meaning set forth in Section 1.3(f).

"Phase 2 Closing Contribution" shall have the meaning set forth in Section 1.3(a).

"Phase 2 Closing Date" shall have the meaning set forth in Section 1.3(a).

"Phase 2 Related Agreements" means (i) the Amended and Restated Bylaws of QHC, the Amended and Restated Bylaws of QHS, the Amended and Restated Bylaws of QHIC, the Amended and Restated Bylaws of QHBP, the Amended and Restated Stockholders Agreement of QHC, the Amended and Restated Interested Parties Agreement of QHS, the Amended and Restated Interested Parties Agreement of QHIC, the Amended and Restated Interested Parties Agreement of QHBP, the Amended and Restated Members Agreement of QHPC, in each case reasonably agreed to by the Parties and containing the substantive terms set forth on Exhibit I, and (ii) each of the other documents, certificates and instruments to be delivered hereunder or thereunder in connection with the Phase 2 Closing.

"Phase 3" shall have the meaning set forth in Section 1.4.

"Phase 3 Closing" shall have the meaning set forth in Section 1.4(h).

"Phase 3 Closing Date" shall have the meaning set forth in Section 1.4(a)(ii).

"Phase 3 Contributions" shall have the meaning set forth in Section 1.4(a)(ii).

"Phase 3 QHC Closing Contribution" shall have the meaning set forth in Section 1.4(b)(ii).

"Phase 3 QHPC Closing Contribution" shall have the meaning set forth in Section 1.4(b)(i).

"Phase 3 Related Agreements" means (i) the Amended and Restated Bylaws of QHPC, the Amended and Restated Bylaws of QHC, the Amended and Restated Bylaws of QHS, the Amended and Restated Bylaws of QHIC, the Amended and Restated Bylaws of QHBP, the Amended and Restated Members Agreement of QHPC, the Amended and Restated Stockholders Agreement of QHC, the Amended and Restated Interested Parties Agreement of QHS, the Amended and Restated Interested Parties Agreement of QHIC, and the Amended and Restated Interested Parties Agreement of QHBP, in each case reasonably agreed to by the Parties and containing the substantive terms set forth on Exhibit J, and (ii) each of the other documents, certificates and instruments to be delivered hereunder or thereunder in connection with the Phase 3 Closing.

"Prior Exchange Agreements" means, collectively, the Initial Exchange Agreement and the Second Exchange Agreement.

"QHBP" shall have the meaning set forth in the Recitals of this Agreement.

"QHC" shall have the meaning set forth in the first paragraph of this Agreement.

"QHC Financial Statements" means, collectively, means, collectively, the audited statutory financial statements of QHC and its Subsidiaries which comprise the statutory statements of admitted assets, liabilities and capital and surplus as of the year ended for each of the two years prior to the applicable Closing Date, and the related statutory statements of

revenues and expenses, changes in capital and surplus and cash flows for the years then ended and the related notes thereto.

"QHC Intellectual Property" means the Intellectual Property and Software used in the conduct of the business of QHC and its Subsidiary as it is currently conducted.

"QHIC" shall have the meaning set forth in the Recitals of this Agreement.

"QHPC" shall have the meaning set forth in the first paragraph of this Agreement.

"QHPC Financial Statements" means, collectively, the audited statutory financial statements of QHPC and its Subsidiary which comprise the statutory statements of admitted assets, liabilities and capital and surplus as of the year ended for each of the two years prior to the applicable Closing Date, and the related statutory statements of revenues and expenses, changes in capital and surplus and cash flows for the years then ended and the related notes thereto.

"QHPC Intellectual Property" means the Intellectual Property and Software used in the conduct of the business of QHPC and its Subsidiary as it is currently conducted.

"QHPM" shall have the meaning set forth in the Recitals of this Agreement.

"QHS" shall have the meaning set forth in the Recitals of this Agreement.

"Quartz Fundamental Representations" means the representations and warranties contained in Section 3.1 (Due Organization), Section 3.2 (Consents and Approvals), Section 3.3(a) (Conflicts), Section 3.4 (Membership), Section 3.5 (Subsidiaries), Section 4.1 (Due Organization), Section 4.2 (Consents and Approvals), Section 4.3 (Conflicts), Section 4.4 (Shareholder Status), and Section 4.5 (Subsidiaries).

"Quartz Indemnified Parties" means the Legacy Owners and the Quartz Parent Entities and each of their Affiliates and each of their respective officers, directors, trustees, employees, agents and representatives.

"Quartz Entities" or "Quartz Entity" means QHC, QHPC, QHS, QHIC, QHBP and QHPM.

"Quartz Parent Entities" or "Quartz Parent Entity" shall have the meaning set forth in the first paragraph of this Agreement.

"Recitals" means the statements following the introductory paragraph of this Agreement that begin with "Whereas". The Recitals are part of this Agreement and binding.

"Related Agreements" means collectively, the Phase 1 Related Agreements, the Phase 2 Related Agreements and the Phase 3 Related Agreements.

"Residual Phase 2 AHC Contribution" shall have the meaning set forth in Section 1.3(c)(i).

"Risk Based Capital" means the method developed by the National Association of Insurance Commissioners to measure the minimum amount of capital that an insurance company needs to support its overall business operations. Risk Based Capital is used to set capital requirements considering the size and degree of risk taken by the insurer.

"Risk Based Capital Agreement" shall mean that Risk Based Capital Agreement by and between AAH and QHPC dated January 15, 2020.

"SAP" means the statutory accounting practices prescribed by the Wis. Admin. Code § Ins. 50.20(1)(b) and OCI's prescribed practices with respect to statutory financial statements filed with OCI.

"Second Exchange Agreement" means that certain Exchange Agreement by and among GHS, UHC and UPH dated as of April 6, 2017.

"Securities Act" means the Securities and Exchange Commission under the Securities Act of 1933, as amended.

"Software" means all computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code or object code form, databases and compilations, including any and all electronic data and electronic collections of data, all documentation, including user manuals and training materials, related to any of the foregoing and of the foregoing located on, offered by or provided through any web site.

"Stockholders Agreement" means the Stockholders Agreement of QHC, as amended from time to time.

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

"Taxes" means all federal, provincial, territorial, state, municipal, local, domestic, foreign or other taxes, imposts, rates, levies, assessments and other charges including, without limitation, ad valorem, capital, capital stock, customs and import duties, disability, documentary stamp, escheat and unclaimed property, employment, estimated, excise, fees, franchise, gains, goods and services, gross income, gross receipts, income, intangible, inventory, license, mortgage

recording, net income, occupation, payroll, personal property, premiums, production, profits, property, real property, recording, rent, sales, severance, sewer, social security, stamp, transfer, transfer gains, unemployment, use, value added, water, windfall profits, and withholding, together with any interest, additions, fines or penalties with respect thereto or in respect of any failure to comply with any requirement regarding Tax Returns and any interest in respect of such additions, fines or penalties and shall include any transferee Liability in respect of any and all of the above.

"Tax Return" means any declaration, estimate, return, report, information statement, schedule or other document (including any related or supporting information) with respect to Taxes that is required to be filed with any Governmental Authority, including any schedule or attachment thereto, and any amendment thereof.

"Transaction Expenses" means any fees or expenses whether billed or unbilled (including those of investment bankers, brokers, lawyers, accountants and other advisors) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby.

"UHC" shall have the meaning set forth in the first paragraph of this Agreement.

"UPH" shall have the meaning set forth in the first paragraph of this Agreement.

EXHIBIT B

CURRENT MEMBERSHIP AND OWNERSHIP OF QUARTZ PARENT ENTITIES

Current

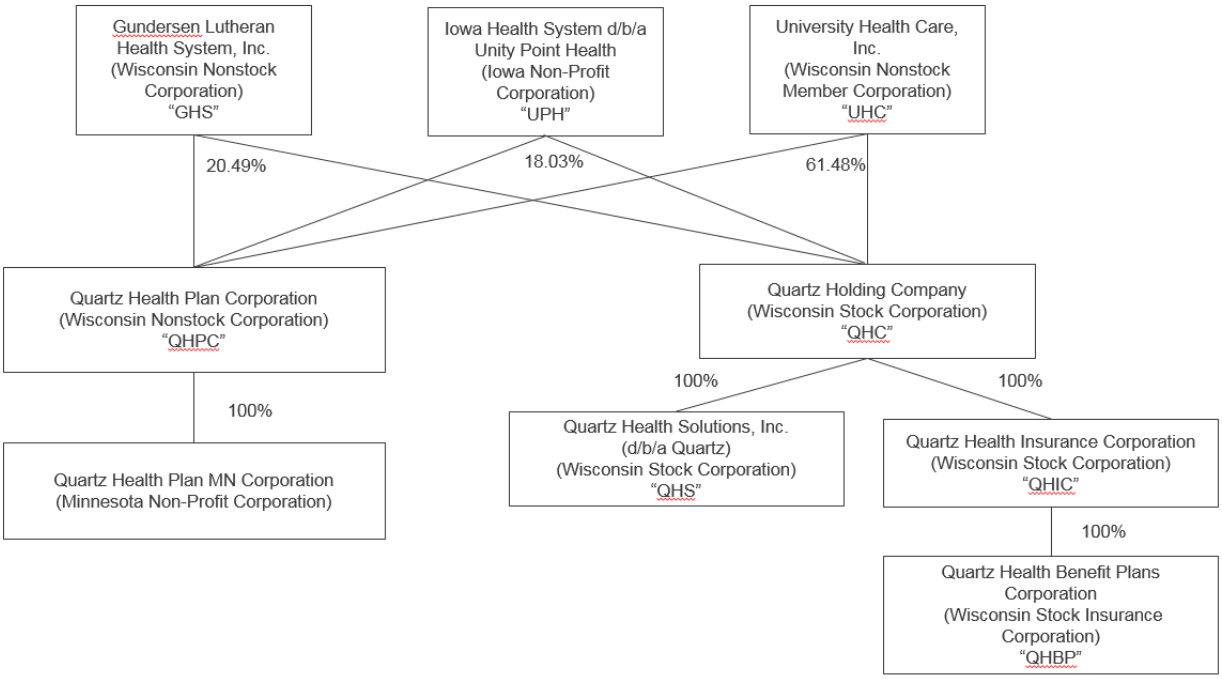

EXHIBIT C

PHASE 1 ANTICIPATED MEMBERSHIP AND OWNERSHIP OF QUARTZ PARENT ENTITIES

Phase 1

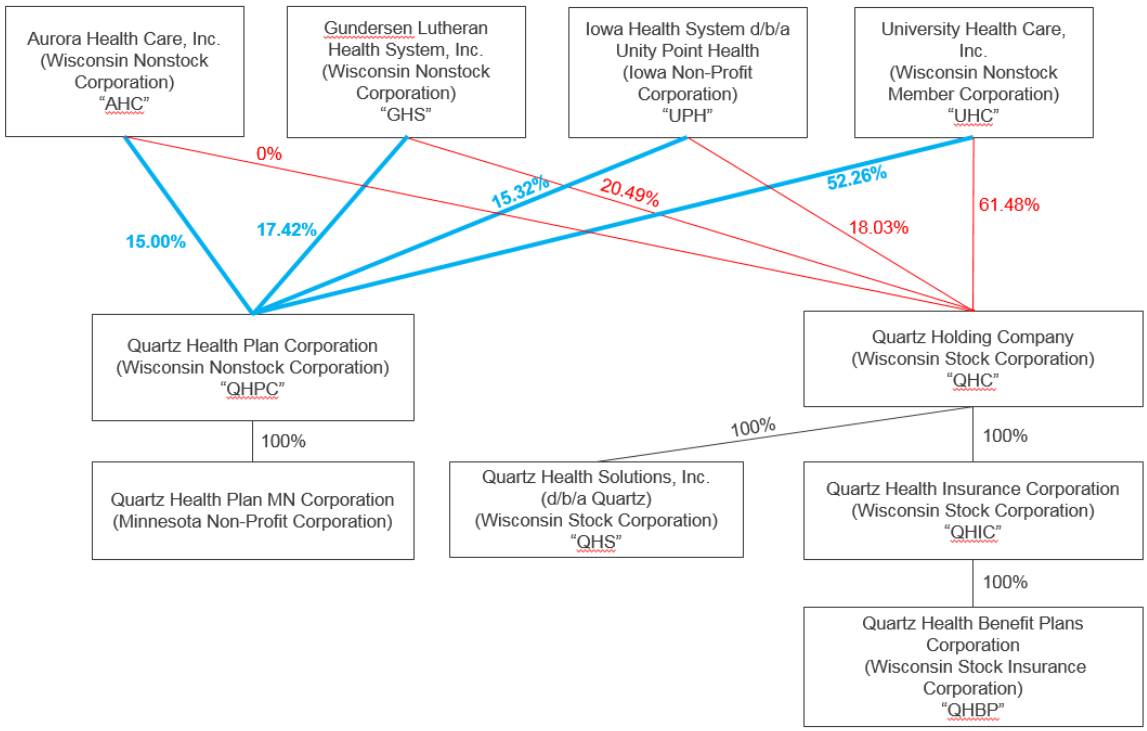

EXHIBIT D

PHASE 2 ANTICIPATED MEMBERSHIP AND OWNERSHIP OF QUARTZ PARENT ENTITIES

Phase 2

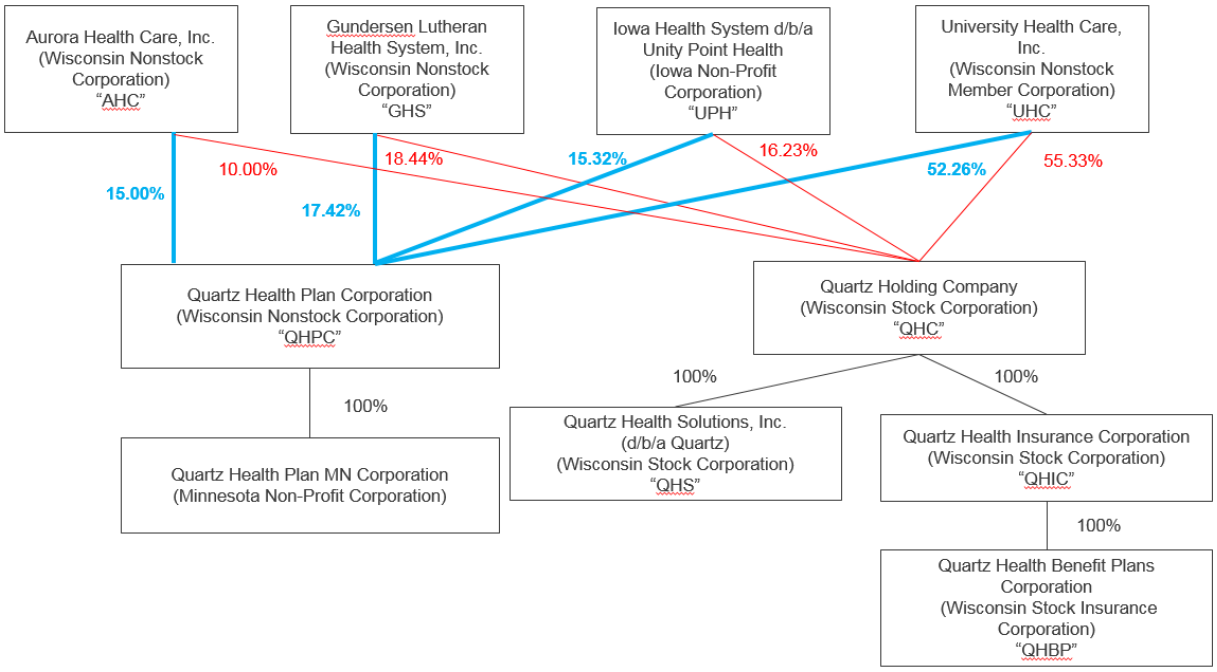

EXHIBIT E

PHASE 3 ANTICIPATED MEMBERSHIP AND OWNERSHIP OF QUARTZ PARENT ENTITIES

Phase 3

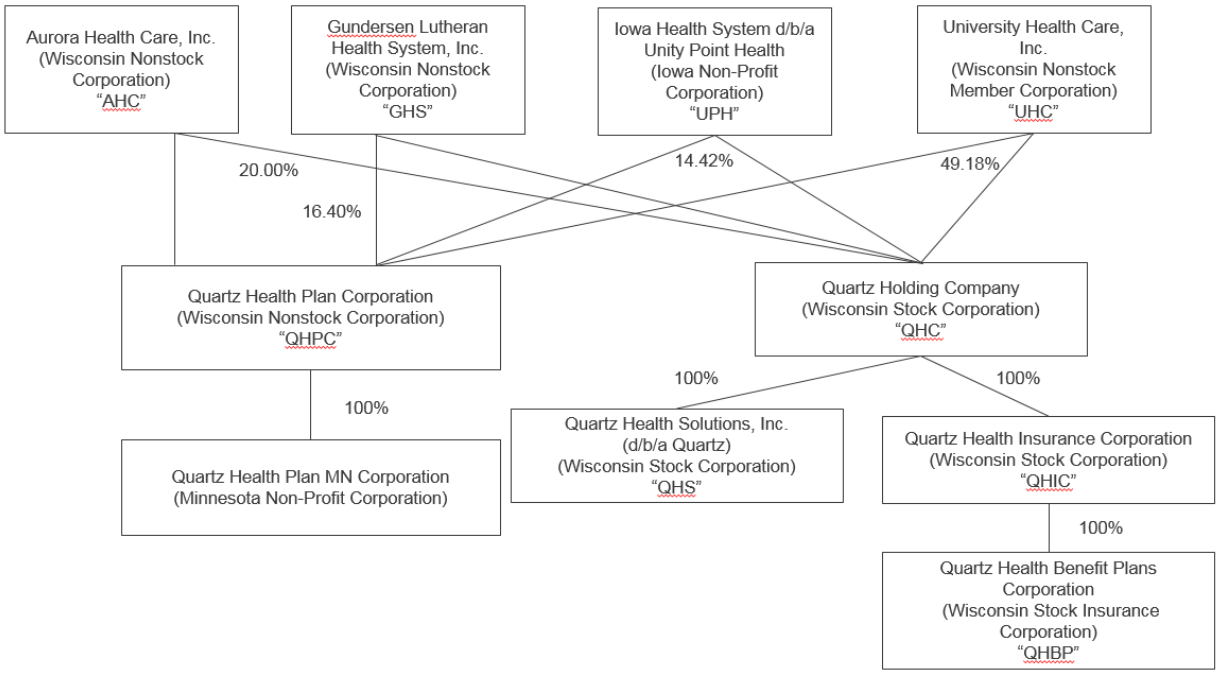

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G

SECOND AMENDED AND RESTATED BYLAWS OF QHPC

See attached.

AS MORE FULLY SET FORTH IN ARTICLE I OF THESE BYLAWS, THE PROVISIONS OF THESE BYLAWS ARE INTENDED TO BE CONSISTENT WITH THE SECOND AMENDED AND RESTATED MEMBERS AGREEMENT AMONG THE CORPORATION AND ITS MEMBERS (THE "MEMBERS AGREEMENT"). AS MORE FULLY SET FORTH IN THE MEMBERS AGREEMENT, CERTAIN ACTION BY THE CORPORATION MAY REQUIRE THE CONSENT OF UNIVERSITY HEALTH CARE, INC. ("UHC"), GUNDERSEN LUTHERAN HEALTH SYSTEM, INC. ("GHS"), IOWA HEALTH SYSTEM (D/B/A UNITYPOINT HEALTH) ("UPH") AND/OR AURORA HEALTH CARE, INC. ("AHC"). FURTHERMORE, AS MORE FULLY SET FORTH IN THE MEMBERS AGREEMENT, CERTAIN ACTION BY THE CORPORATION MAY REQUIRE THE AFFIRMATIVE VOTE OF A CERTAIN NUMBER OF MEMBERS OF THE BOARD OF DIRECTORS AND/OR A CERTAIN NUMBER OF MEMBERS OF THE BOARD OF DIRECTORS THAT HAVE BEEN APPOINTED BY UHC, GHS OR UPH, AS THE CASE MAY BE.

SECOND AMENDED AND RESTATED

BYLAWS OF

QUARTZ HEALTH PLAN CORPORATION

Effective [●], 2020

ARTICLE 1. MEMBERS AGREEMENT

1.1 Members Agreement Controls.

(a) The provisions of these bylaws are intended to be consistent with the Second Amended and Restated Members Agreement among the corporation and its members (the "Members Agreement"). In the event of an inconsistency between these bylaws and the Members Agreement, the Board of Directors and the Members shall take any steps necessary to ensure that the Members Agreement controls. In the event that (i) the bylaws are silent on a matter that is addressed by the Members Agreement, and (ii) the Members Agreement is not consistent with the Wisconsin Nonstock Corporation Law on such matter but the Wisconsin Nonstock Corporation Law would otherwise allow the bylaws to control such matter, then these bylaws shall be deemed to contain provisions consistent with the Members Agreement such that the Members Agreement will control over the default provisions of the Wisconsin Nonstock Corporation Law.

(b) For the avoidance of doubt and as more fully set forth in the Members Agreement, certain action by the corporation may require the consent of University Health Care, Inc. ("UHC"), Gundersen Lutheran Health System, Inc. ("GHS"), Iowa Health System (d/b/a UnityPoint Health) ("UPH") and/or Aurora Health Care, Inc. ("AHC"), as may be applicable. Furthermore, as more fully set forth in the Members Agreement, certain action by the corporation may require the affirmative vote of a certain number of members of the Board of Directors and/or a certain number of members of the Board of Directors that have been appointed by UHC, GHS or UPH, as the case may be.

(c) Notwithstanding anything to the contrary contained in these bylaws, this Article 1 may only be amended or repealed with the prior written consent of UHC, GHS, UPH and AHC.

ARTICLE 2. OFFICES, CONFLICT OF INTEREST AND TAX EXEMPT STATUS

2.1 Principal and Business Offices. The corporation may have such principal and other business offices, either within or without the State of Wisconsin, as the board of directors of the corporation (the "Board of Directors") may designate or as the business of the corporation may require from time to time.

2.2 Registered Office. The registered office of the corporation required by the Wisconsin Insurance Code, Chapters 600 to 655 of the Wisconsin Statutes, to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors or by the registered agent. The business office of the registered agent of the corporation shall be identical to such registered office.

2.3 Confidentiality and Conflicts of Interest. The Board of Directors, the officers and the employees of the corporation shall at all times act in an ethical manner in conducting the business of the corporation. Employees shall adhere to the corporation's Rules of Conduct, including the corporation's standards pertaining to the protection of confidential and proprietary information. The Board of Directors, officers and employees shall follow the corporation's Conflict of Interest Policy, as adopted by the Board of Directors from time to time.

2.4 Tax-Exempt Organization. This corporation is recognized by the Internal Revenue Service as tax exempt under section 501(c)(4) of the Internal Revenue Code. Notwithstanding anything to the contrary, no action shall be required or permitted to be taken under these bylaws or by the Board of Directors or officers of this corporation that would not be permitted to be taken by an organization described in section 501(c)(4) of the Internal Revenue Code.

ARTICLE 3. MEMBERS

3.1 Classes of Members.

(a) The term "Member" as used in these bylaws has the meaning set forth in Section 181.0103 of the Wisconsin Nonstock Corporation Law. The corporation hereby establishes two classes of membership rights designated, respectively, "Class A Membership Rights" and "Class B Membership Rights" (together, the "Membership Rights"). Each of the one hundred thousand (100,000) Membership Rights of the corporation existing immediately prior to the ratification of these bylaws being hereby automatically converted into Class A Membership Rights on the date these bylaws are ratified. The number and class of Membership Rights held by each Member as of the date hereof is set forth on Exhibit A attached hereto. Any change in the number or class of Membership Rights held by any Member shall be evidenced by an updated Exhibit A that shall be certified by the Chief Financial Officer of the corporation.

(b) Except as otherwise required by law, the holders of the Class A Membership Rights shall possess exclusively all voting power, and each holder of Class A Membership Rights shall be entitled to one vote for each Class A Membership Right held by such Member on each matter voted on by the Members. The holders of Class B Membership Rights shall have no voting power and shall not be entitled to vote on any matter, except as otherwise required by law. Except with respect to voting, the rights and obligations of the Members holding Class A Membership Rights shall be the same as the rights and obligations of the Members holding Class B Membership Rights (including with respect to distributions, as further described in Section 3.1(c) below).

(c) Any distribution to the Members (as permitted by Section 613.69 of the Wisconsin Insurance Code and Sections 181.1301 and 181.1302 of the Wisconsin Nonstock Corporation Law or, in connection with a voluntary dissolution, as permitted by Section 613.74 of the Wisconsin Insurance Code and Sections 181.1401 through 181.1407 of the Wisconsin Nonstock Corporation Law), shall be made to the Members in proportion to and to the extent of the Membership Rights held by each Member.

(d) All Members of the corporation must be non-profit entities that are exempt from federal income tax pursuant to Section 501(c)(3) or (c)(4) of the Internal Revenue Code. Any Member must provide written notice to the corporation of a change in its tax-exempt status within thirty (30) days of such change.

3.2 Annual Meeting. The annual meeting of the Members shall be held on the second Tuesday in May of each year, or at such other time and date within thirty (30) days before or after such date as may be fixed by or under the authority of the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein, or fixed as herein provided, for any annual meeting of the

Members, or at any adjournment and reconvention thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as is practicable.

3.3 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the Wisconsin Insurance Code, may be called by the Board of Directors, the Chief Executive Officer or the President. The corporation shall call a special meeting of Members in the event a Member entitled to vote on any issue proposed to be considered at the proposed special meeting signs, dates and delivers to the corporation one or more written demands for the meeting, describing one or more purposes for which it is to be held. The corporation shall give notice of such a special meeting within thirty (30) days after the date that the demand is delivered to the corporation.

3.4 Place of Meeting. The Board of Directors may designate any place, either within or without the State of Wisconsin, as the place of meeting for any annual or special meeting of Members. If no designation is made, the place of meeting shall be the principal office of the corporation. Any meeting may be adjourned to reconvene at any place designated by vote of a majority of the Members represented thereat.

3.5 Notice of Meeting. Written notice stating the date, time and place of any meeting of Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting (unless a different time is provided by the Wisconsin Insurance Code or the articles of incorporation), either personally or by mail, by or at the direction of the Chief Executive Officer, the President or the Secretary, to each Member of record entitled to vote at such meeting and to such other persons as required by the Wisconsin Insurance Code. If mailed, such notice shall be deemed to be effective when deposited in the United States mail, addressed to the Member at its address as it appears on the Member record books of the corporation, with postage thereon prepaid. If an annual or special meeting of Members is adjourned to reconvene at a different date, time or place, the corporation shall not be required to give notice of the new date, time or place if the new date, time or place is announced at the meeting before adjournment; *provided, however,* that if a new record date for an adjourned meeting is or must be fixed, the corporation shall give notice of the adjourned meeting to persons who are Members as of the new record date.

3.6 Waiver of Notice. A Member may waive any notice required by the Wisconsin Insurance Code, the articles of incorporation or these bylaws before or after the date and time stated in the notice. The waiver shall be in writing and signed by the Member entitled to the notice, contain the same information that would have been required in the notice under applicable provisions of the Wisconsin Insurance Code (except that the time and place of meeting need not be stated) and be delivered to the corporation for inclusion in the corporate records. A Member's attendance at a meeting, in person or by proxy, waives objection to all of the following: (a) a lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting; and (b) consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the Member objects to considering the matter when it is presented.

3.7 Fixing of Record Date. The Board of Directors may fix in advance a date as the record date for the purpose of determining Members entitled to notice of and to vote at any meeting of Members, Members entitled to demand a special meeting as contemplated by Article 3 hereof, Members entitled to take any other action, or Members for any other purpose. Such record date shall not be more than seventy (70) days prior to the date on which the particular

action, requiring such determination of Members, is to be taken. If no record date is fixed by the Board of Directors or by the Wisconsin Insurance Code for the determination of Members entitled to notice of and to vote at a meeting of Members, the record date shall be the close of business on the day before the first notice is given to Members. If no record date is fixed by the Board of Directors or by the Wisconsin Insurance Code for the determination of Members entitled to demand a special meeting as contemplated in Article 3 hereof, the record date shall be the date that the first Member signs the demand. Except as provided by the Wisconsin Insurance Code for a court-ordered adjournment, a determination of Members entitled to notice of and to vote at a meeting of Members is effective for any adjournment and reconvention of such meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to reconvene on a date more than 120 days after the date fixed for the original meeting. The record date for determining Members entitled to a distribution (other than a distribution involving a purchase, redemption or other acquisition of membership) is the date on which the Board of Directors authorized the distribution, as the case may be, unless the Board of Directors fixes a different record date.

3.8 Members' List for Meetings. After a record date for a special or annual meeting of Members has been fixed, the corporation shall prepare a list of the names of all of the Members entitled to notice of the meeting. The list shall be arranged by class of membership, if any, and show the address of each Member. Such list shall be available for inspection by any Member, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing to the date of the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member or its agent may, on written demand, inspect and, subject to the limitations imposed by the Wisconsin Insurance Code, copy the list, during regular business hours and at its expense, during the period that it is available for inspection pursuant to this Section 3.8. The corporation shall make the Members' list available at the meeting, and any Member or its agent or attorney may inspect the list at any time during the meeting or any adjournment thereof. Refusal or failure to prepare or make available the Members' list shall not affect the validity of any action taken at a meeting of Members.

3.9 Quorum and Voting Requirements. Except as otherwise provided in the articles of incorporation or the Wisconsin Insurance Code, a majority of the votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Once a Member is represented for any purpose at a meeting, other than for the purpose of objecting to holding the meeting or transacting business at the meeting, it is considered present for purposes of determining whether a quorum exists for the remainder of the meeting and for any adjournment and reconvention of that meeting unless a new record date is or must be set for the adjourned and reconvened meeting. If a quorum exists, except in the case of the election of directors, action on a matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the articles of incorporation or the Wisconsin Insurance Code requires a greater number of affirmative votes. Unless otherwise provided in the articles of incorporation, each director shall be elected by a plurality of the votes cast by the Members entitled to vote in the election of directors at a meeting at which a quorum is present. Though less than a quorum of the outstanding votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned and reconvened meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.10 Conduct of Meeting. The Chairperson of the Board of Directors, and in his or her absence, the Chief Executive Officer, the President or a Vice President in the order provided

under Section 5.8 hereof, and in their absence, any person chosen by the Members present shall call the meeting of the Members to order and shall act as chairperson of the meeting, and the Secretary of the corporation shall act as secretary of all meetings of the Members, but, in the absence of the Secretary, the presiding officer may appoint any other person to act as secretary of the meeting.

3.11 Proxies. At all meetings of Members, a Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either itself or by its attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent of the corporation authorized to tabulate votes. An appointment is valid for eleven (11) months from the date of its signing unless a different period is expressly provided in the appointment form.

3.12 Voting. Except as provided or limited in the articles of incorporation or the Wisconsin Insurance Code, each Member holding Class A Membership Rights is entitled to one vote for each Class A Membership Right held by such Member on each matter voted on at a meeting of Members.

3.13 Action Without Meeting. Any action required or permitted by the articles of incorporation or these bylaws or any provision of the Wisconsin Insurance Code to be taken at a meeting of the Members may be taken without a meeting and without action by the Board of Directors if a written consent or consents, describing the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof and delivered to the corporation for inclusion in the corporate records.

3.14 Acceptance of Instruments Showing Member Action. If the name signed on a vote, consent, waiver or proxy appointment corresponds to the name of a Member, the corporation, if acting in good faith, may accept the vote, consent, waiver or proxy appointment and give it effect as the act of a Member. If the name signed on a vote, consent, waiver or proxy appointment does not correspond to the name of a Member, the corporation, if acting in good faith, may accept the vote, consent, waiver or proxy appointment and give it effect as the act of the Member if any of the following apply:

(a) The Member is an entity and the name signed purports to be that of an officer or agent of the entity.

(b) The name signed purports to be that of a personal representative, administrator, executor, guardian or conservator representing the Member and, if the corporation requests, evidence of fiduciary status acceptable to the corporation is presented with respect to the vote, consent, waiver or proxy appointment.

(c) The name signed purports to be that of a receiver or trustee in bankruptcy of the Member and, if the corporation requests, evidence of this status acceptable to the corporation is presented with respect to the vote, consent, waiver or proxy appointment.

(d) The name signed purports to be that of a pledgee, beneficial member, or attorney-in- fact of the Member and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the Member is presented with respect to the vote, consent, waiver or proxy appointment.

(e) Two or more persons are the Member as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of both or all such persons.

The corporation may reject a vote, consent, waiver or proxy appointment if the Secretary or other officer or agent of the corporation who is authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member.

ARTICLE 4. BOARD OF DIRECTORS

4.1 General Powers and Number. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors. The number of directors of the corporation shall be eleven (11).

4.2 Board Composition.

(a) All members of the Board of Directors will be elected in accordance with and pursuant to the terms of Section 5.1(b) (Board Composition) of the Members Agreement. Where used in these bylaws, the following terms have the meanings set forth in Section 5.1(b) (Board Composition) of the Members Agreement: "UHC Director"; "GHS Director"; "UPH Director"; "UPH Universal Director"; and "Independent Director".

(b) The Board of Directors 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 class of Class I and Class III. Each director shall serve for a term ending on the date of the third (3rd) annual meeting of its members following the annual meeting at which such director was elected; provided, that the term for directors in a given class shall expire at the corporation's annual meeting of the Members at which the applicable class term in effect immediately prior to the ratification of these bylaws would have expired; 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.

(c) A director may be removed by the Members only at a meeting called for the purpose of removing the director, and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is the removal of the director. A director may be removed from office with or without cause if the votes cast to remove the director exceed the number of votes cast not to remove such director. A director may resign at any time by delivering written notice which complies with the Wisconsin Insurance Code to the Board of Directors, to the Chairperson of the Board of Directors or to the corporation. A director's resignation is effective when the notice is delivered unless the notice specifies a later effective date. Directors need not be residents of the State of Wisconsin or Members of the corporation.

(d) If a person has the right to designate a member of the Board of Directors pursuant to Article 4, such person will provide written notice to the corporation identifying its designees no less than ten (10) days before each annual meeting of the Members or, if applicable, special meeting of the Members called for the purpose of electing directors.

4.3 Chairperson. The Chairperson, when present, shall preside at all meetings of the members and the Board of Directors; shall appoint all committee members and committee chairpersons with the approval of the Board of Directors; and shall perform all of the acts usually attendant upon the office of chairperson or which may be set forth in these bylaws or resolutions of the Board of Directors.

4.4 Regular Meetings. A regular meeting of the Board of Directors shall be held not less frequently than quarterly and may be held without notice at such time and at such places as may from time to time be determined by the Board of Directors. The Board of Directors shall provide, by resolution, the date, time and place, either within or without the State of Wisconsin, for the holding of additional regular meetings of the Board of Directors without other notice than such resolution.

4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairperson, Chief Executive Officer, President, Secretary or any director. The Chairperson, Chief Executive Officer, President or Secretary may fix any place, either within or without the State of Wisconsin, as the place for holding any special meeting of the Board of Directors, and if no other place is fixed, the place of the meeting shall be the principal office of the corporation in the State of Wisconsin.

4.6 Notice; Waiver. Notice of each special meeting of the Board of Directors shall be given by written notice delivered or communicated in person, by telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier, to each director at his or her business address or at such other address as such director shall have designated in writing filed with the Secretary, in each case not less than seventy-two (72) hours prior to the meeting. The notice need not prescribe the purpose of the special meeting of the Board of Directors or the business to be transacted at such meeting. If mailed, such notice shall be deemed to be effective when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be effective when the telegram is delivered to the telegraph company. If notice is given by facsimile, such notice shall be deemed to be effective when receipt of such facsimile has been acknowledged. If notice is given by private carrier, such notice shall be deemed to be effective when delivered to the private carrier. Whenever any notice whatsoever is required to be given to any director of the corporation under the articles of incorporation or these bylaws or any provision of the Wisconsin Insurance Code, a waiver thereof in writing, signed at any time, whether before or after the date and time of meeting, by the director entitled to such notice shall be deemed equivalent to the giving of such notice. The corporation shall retain any such waiver as part of the permanent corporate records. A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director, at the beginning of the meeting or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

4.7 Quorum. Six (6) members of the Board of Directors including at least one (1) UHC Director and one (1) GHS Director shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Except as otherwise provided by the Wisconsin Insurance Code, the articles of incorporation or these bylaws, a quorum of any committee of the Board of Directors created pursuant to Section 4.13 hereof shall consist of the greater of a majority of the number of members appointed to serve on the committee or three (3) members appointed to serve on the committee. A majority of the directors present (though less than such quorum) may adjourn any meeting of the Board of Directors or any committee thereof, as the case may be, from time to time without further notice.

4.8 Manner of Acting. Unless the Wisconsin Insurance Code, the articles of incorporation or these bylaws require the vote of a greater number of directors, the affirmative vote by a simple majority of those directors present at a meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors; provided, however, that at least one (1) UHC Director and one (1) GHS Director each vote in favor of such action.

4.9 Conduct of Meetings. The Chairperson of the Board of Directors, and in his or her absence, the Chief Executive Officer, the President or a Vice President in the order provided under Section 5.8, and in their absence, any director chosen by the directors present, shall call meetings of the Board of Directors to order and shall act as chairperson of the meeting. The Secretary of the corporation shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any other person present to act as secretary of the meeting. Minutes of any regular or special meeting of the Board of Directors shall be prepared and distributed to each director.

4.10 Vacancies. If a vacant office occurring in the Board of Directors was held by a director elected by a voting group of Members, only the Members of that voting group may vote to fill the vacancy if it is filled by the Members, and only the remaining directors elected by that voting group may vote to fill the vacancy if it is filled by the directors. A vacancy that will occur at a specific later date, because of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

4.11 Compensation. The Independent Directors and the UPH Directors may be entitled to receive reasonable compensation for services in their capacity as members of the Board of Directors and any committee thereof as may be determined by the other members of the Board of Directors. The UHC Directors and GHS Directors shall not be entitled to receive compensation for services in their capacity as members of the Board of Directors or any committee thereof. Notwithstanding the foregoing, all members of the Board of Directors may, in their discretion, be paid for the expenses, if any, that they incur in connection with attendance at meetings of the Board of Directors or any committee thereof. The foregoing shall not prohibit any member of the Board of Directors from serving the corporation in any other capacity and receiving compensation therefor. Any compensation paid to any member of the Board of Directors shall be determined in compliance with any applicable Conflict of Interest Policy adopted by the Board of Directors.

4.12 Presumption of Assent. A director who is present and is announced as present at a meeting of the Board of Directors or any committee thereof created in accordance with Section 4.13 and 4.14 hereof, when corporate action is taken, assents to the action taken unless any of the following occurs: (a) the director objects at the beginning of the meeting or promptly upon his or her arrival to holding the meeting or transacting business at the meeting; (b) the director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) the director delivers written notice that complies with the Wisconsin Insurance Code of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. Such right of dissent or abstention shall not apply to a director who votes in favor of the action taken.

4.13 Committees. The Board of Directors shall not create any major committee as described in Wis. Stat. Section 613.56(2), nor, except for the Audit Committee pursuant to Section 4.14, shall the Board of Directors create any committee of the Board of Directors pursuant to Wis. Stat. Section 613.56(1). In addition to the Audit Committee pursuant to Section 4.14, the Board of Directors may create ordinary committees under Wis. Stat. Section 613.56(3), including,

without limitation, a Compliance Committee, Finance Committee, Human Resources and Compensation Committee, Quality Committee and Marketing Committee, each of which shall have three (3) or more members including at least one (1) UHC Director, one (1) UPH Director and one (1) GHS Director and such other members, including directors of the corporation and other individuals as may be appointed by the Board of Directors, each of whom (so long as such persons are directors of the corporation) shall be voting members of such committee. Committee members shall serve at the pleasure of the Board of Directors; provided, however, that any action taken by the Finance Committee shall require the affirmative vote of at least one (1) UHC Director, one (1) UPH Director and one (1) GHS Director; provided further that any action taken by such other committee shall require the affirmative vote of at least one (1) UHC Director and one (1) GHS Director. Such ordinary committees, if any, shall have and may exercise such powers as may be provided in the resolution of the Board of Directors creating such committee, as such resolution may from time to time be amended and supplemented; provided, however, that in no case shall any such committee take any action in respect to (a) compensation or indemnification of any person who is a director, principal officer or one of the three most highly paid employees, and any benefits or payments requiring member or policyholder approval; (b) approval of any contract required to be approved by the board under Wis. Stat. Section 613.60, or of any other transaction in which a director has a material interest adverse to the corporation; (c) amendment of the articles or bylaws; (d) merger or consolidation, member exchanges, conversion, voluntary dissolution, or transfer of business or assets; (e) any other decision requiring member or policyholder approval; (f) amendment or repeal of any action previously taken by the full board which by its terms is not subject to amendment or repeal by a committee; (g) dividends or other distributions to members or policyholders, other than in the routine implementation of policy determinations of the full board; (h) selection of principal officers; and (i) filling of vacancies on the board or any committee created hereunder. Unless otherwise provided by the Board of Directors in creating the committee, a committee may employ counsel, accountants and other consultants to assist it in the exercise of its authority.

4.14 Audit Committee. The Audit Committee shall consist of a minimum of three (3) members of the Board of Directors, 75% or more of whom shall be independent directors in accordance with section Ins 50.15 of the Wisconsin Administrative Code. The Audit Committee, subject to any limitations prescribed by the Board of Directors, shall assist the Board of Directors in carrying out its responsibilities as they relate to accounting policies, reporting practices, adequacy of internal controls, quality and integrity of financial reporting, compliance with laws and other regulations and such other matters as may be assigned by the Board of Directors. The Audit Committee may initiate such investigations as it shall deem necessary. The Audit Committee shall be solely responsible for the appointment, compensation and oversight of the corporation's audit firm, including resolution of disagreements between management and the accountant regarding financial reporting, for the purpose of preparing or issuing the audited financial report or related work and shall pre-approve all audit and non-audit services of the corporation's audit firm. The Audit Committee shall meet at least twice each year and such additional times as may be deemed necessary and expedient by the Audit Committee. The Audit Committee shall meet at such times and places as shall be determined by the Audit Committee. Special meetings may be called by the Chair of the Audit Committee or by written request of any two members of the committee. When the Audit Committee is addressing matters in closed session where in its opinion it is necessary to exclude one or more members of the committee or the Board of Directors, the Audit Committee may exclude such members. A majority of the members of the Audit Committee, including at least one (1) UHC Director, one (1) UPH Director and one (1) GHS Director, shall constitute a quorum and any action taken by the Audit Committee shall require the affirmative vote of at least one (1) UHC Director, one (1) UPH Director and one (1) GHS Director.

4.15 Telephonic Meetings. Except as herein provided and notwithstanding any place set forth in the notice of the meeting or these bylaws, members of the Board of Directors (and any committees thereof created pursuant to Section 4.13 and 4.14 hereof) may participate in regular or special meetings by, or through the use of, any means of communication by which all participants may simultaneously hear each other, such as by conference telephone. If a meeting is conducted by such means, then at the commencement of such meeting the presiding officer shall inform the participating directors that a meeting is taking place at which official business may be transacted. Any participant in a meeting by such means shall be deemed present in person at such meeting. Notwithstanding the foregoing, no action may be taken at any meeting held by such means on any particular matter which the presiding officer determines, in his or her sole discretion, to be inappropriate under the circumstances for action at a meeting held by such means. Such determination shall be made and announced in advance of such meeting.

4.16 Action Without Meeting. Any action required or permitted by the Wisconsin Insurance Code to be taken at a meeting of the Board of Directors or a committee thereof created pursuant to Section 4.13 and 4.14 hereof may be taken without a meeting if the action is taken by all members of the Board or of the committee. The action shall be evidenced by one or more written consents describing the action taken, signed by each director or committee member and retained by the corporation. Such action shall be effective when the last director or committee member signs the consent, unless the consent specifies a different effective date.

ARTICLE 5. OFFICERS

5.1 Number. The principal officers of the corporation shall be a Chief Executive Officer, a President, the number of Vice Presidents as authorized from time to time by the Board of Directors, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. The Board of Directors may also authorize any duly authorized officer to appoint one or more officers or assistant officers. The offices of Chief Executive Officer and President may be held by the same person, and the offices of Secretary and Treasurer may be held by the same person.

5.2 Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is practicable. Each officer shall hold office until his or her successor shall have been duly elected or until his or her prior death, resignation or removal.

5.3 Removal. The Board of Directors may remove any officer and, unless restricted by the Board of Directors or these bylaws, an officer may remove any officer or assistant officer appointed by that officer, at any time, with or without cause and notwithstanding the contract rights, if any, of the officer removed. The appointment of an officer does not of itself create contract rights.

5.4 Resignation. An officer may resign at any time by delivering notice to the corporation that complies with the Wisconsin Insurance Code. The resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date and the corporation accepts the later effective date.

5.5 Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term. If a resignation of an officer is effective at a later date as contemplated by Section 5.4 hereof, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor may not take office until the effective date.

5.6 Chief Executive Officer. The Chief Executive Officer shall act as the principal executive officer of the corporation and shall be responsible for the management of the corporation. The Chief Executive Officer shall have general charge of the business and affairs of the corporation and shall direct all other officers, agents and employees. Except as provided in these bylaws or by resolution of the Board of Directors, the Chief Executive Officer shall appoint all other officers, agents and employees of the corporation. The Chief Executive Officer shall organize the functions of the corporation through appropriate departmentalization and Delegation, establishing formal means of staff evaluation and accountability. The Chief Executive Officer shall keep the Board of Directors informed about the management and financial status of the corporation through regular reports. The Chief Executive Officer; shall serve on all standing and special committees of the Board, created in accordance with Section 4.13 hereof, as an ex-officio member with a vote.

5.7 President. The President shall, in general, supervise and control the day-to-day insurance operations of the corporation. The President shall have authority, subject to such rules as may be prescribed by the Board of Directors and Chief Executive Officer, to appoint such agents and employees of the corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He or she shall have authority to sign, execute and acknowledge, on behalf of the corporation, all deeds, mortgages, bonds, membership certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the corporation's regular business, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors or the Chief Executive Officer, he or she may authorize any Vice President or other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors and Chief Executive Officer from time to time.

5.8 Vice Presidents. In the absence of the President or in the event of the President's death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for membership of the corporation; and shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the Chief Executive Officer or the President or by the Board of Directors. The execution of any instrument of the corporation by any Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

5.9 Secretary. The Secretary shall: (a) keep minutes of the meetings of the members and of the Board of Directors (and of committees thereof) in one or more books provided for that purpose (including records of actions taken by the members or the Board of Directors (or

committees thereof) without a meeting); (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by the Wisconsin Insurance Code; (c) be custodian of the corporate records and of the seal of the corporation, if any, and see that the seal of the corporation, if any, is affixed to all documents the execution of which on behalf of the corporation is duly authorized; (d) maintain a record of the Members of the corporation, in a form that permits preparation of a list of the names and addresses of all Members, by class of membership; (e) sign with the Chief Executive Officer, the President, or a Vice President, certificates for membership of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the membership transfer books of the corporation; and (g) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned by the Chief Executive Officer, the President or the Board of Directors.

5.10 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) maintain appropriate accounting records; (c) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 6.4; and (d) in general perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned by the Chief Executive Officer, the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

5.11 Assistant Secretaries and Assistant Treasurers. There shall be such number of Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time authorize. The Assistant Secretaries may sign with the Chief Executive Officer, the President or a Vice President, certificates for membership of the corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer, the President or the Board of Directors.

5.12 Other Assistants and Acting Officers. The Board of Directors shall have the power to appoint, or to authorize any duly appointed officer of the corporation to appoint, any person to act as assistant to any officer, or as agent for the corporation in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors or an authorized officer shall have the power to perform all the duties of the office to which he or she is so appointed to be an assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors or the appointing officer.

5.13 Salaries. The salaries of the Chief Executive Officer, the President, the Vice Presidents, the Secretary and the Treasurer shall be fixed from time to time by the Board of Directors or by a duly authorized committee thereof, in compliance with any Conflict of Interest Policy adopted by the Board of Directors.

ARTICLE 6. CONTRACTS, LOANS, CHECKS, DEPOSITS, AND DONATIONS; SPECIAL CORPORATE ACTS

6.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the corporation, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment or pledge made by the corporation shall be executed in the name of the corporation by the Chief Executive Officer, the President or one of the Vice Presidents and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer; the Secretary or an Assistant Secretary, when necessary or required, shall affix the corporate seal, if any, thereto; and when so executed, no other party to such instrument or any third party shall be required to make inquiry into the authority of the signing officer or officers.

6.2 Loans. No indebtedness or borrowed money shall be contracted on behalf of the corporation and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

6.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

6.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such bank, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

6.5 Donations. The Board may accept on behalf of the corporation any donation, contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation. If required under section 6113 of the Internal Revenue Code, the corporation shall include prominent, appropriate fundraising disclosure language in accordance with Notice 88- 120 (e.g., “Donations, contributions or gifts to Quartz Health Plan Corporation. are not deductible as charitable contributions for federal income tax purposes.”).

6.6 Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, (a) any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the Chief Executive Officer or the President of this corporation if he or she be present, or in his or her absence by any Vice President of this corporation who may be present, and (b) whenever, in the judgment of the Chief Executive Officer or the President, or in his or her absence, of any Vice President, it is desirable for this corporation to execute a proxy or written consent in respect to any shares or other securities issued by any other corporation and owned by this corporation, such proxy or consent shall be executed in the name of this corporation by the Chief Executive Officer or the President or one of the Vice Presidents of this corporation, without necessity of any authorization by the Board of Directors, affixation of corporate seal, if any, or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

ARTICLE 7. CERTIFICATES OF MEMBERSHIP RIGHTS; TRANSFER OF MEMBERSHIP RIGHTS

7.1 Certificates of Membership Rights. Certificates representing Membership Rights shall be in such form, consistent with the Wisconsin Insurance Code, as shall be determined by the Board of Directors. Such certificates shall be signed by the Chief Executive Officer or the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates of Membership Rights shall be consecutively numbered or otherwise identified. The name and address of the person admitted as a Member, with the date of admission, shall be entered on the Membership Rights transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate shall have been surrendered and canceled, except as provided in Section 7.6.

7.2 Facsimile Signatures and Seal. The seal of the corporation, if any, on any certificates of Membership Rights may be a facsimile. The signature of the Chief Executive Officer or the President or Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent, or a registrar, other than the corporation itself or an employee of the corporation.

7.3 Signature by Former Officers. The validity of a Membership Right certificate is not affected if a person who signed the certificate (either manually or in facsimile) no longer holds office when the certificate is issued.

7.4 Transfer of Membership Rights. Membership Rights may not be transferred, including by sale, except as specifically approved by the Board of Directors. Prior to due presentment of a certificate of Membership Rights for registration or transfer, the corporation may treat the registered Member of such Membership Rights as the person exclusively entitled to vote, to receive notifications and otherwise to have and exercise all the rights and power of a Member. Where a certificate of Membership Rights is presented to the corporation with a request to register for transfer, the corporation shall not be liable to the Member or any other person suffering loss as a result of such registration of transfer if (a) there were on or with the certificate the necessary endorsements, and (b) the corporation had no duty to inquire into adverse claims or has discharged any such duty. The corporation may require reasonable assurance that such endorsements are genuine and effective and in compliance with such other regulations as may be prescribed by or under the authority of the Board of Directors.

7.5 Restrictions on Transfer. The face or reverse side of each certificate representing Membership Rights shall bear a conspicuous notation of any restriction imposed upon the transfer of such Membership Rights by the corporation or pursuant to the Members Agreement.

7.6 Lost, Destroyed or Stolen Certificates. Where a Member claims that a certificate of Membership Rights has been lost, destroyed or wrongfully taken, a new certificate shall be issued in place thereof if the Member (a) so requests before the corporation has notice that Membership Rights has been acquired by a bona fide purchaser, (b) files with the corporation a sufficient indemnity bond if required by the Board of Directors or any principal officer, and (c) satisfies such other reasonable requirements as may be prescribed by or under the authority of the Board of Directors.

7.7 Consideration for Membership. The Board of Directors may admit a person as a Member of the corporation for consideration consisting of any tangible or intangible property or

benefit to the corporation, including cash, promissory notes, services performed, contracts for services to be performed or other securities of the corporation. Before the corporation admits a Member, the Board of Directors shall determine that the consideration received or to be received is adequate. The corporation may place a membership in escrow in whole or in part for a contract for future services or benefits, a promissory note, or other property to be issued in the future, or make other arrangements to restrict the transfer of the membership, and may credit distributions in respect of the membership against their purchase price, until the services are performed, the benefits or property are received or the promissory note is paid. If the services are not performed, the benefits or property are not received or the promissory note is not paid, the corporation may cancel, in whole or in part, the membership escrowed or restricted and the distributions credited.

7.8 Membership Regulations. The Board of Directors shall have the power and authority to make all such further rules and regulations not inconsistent with law as it may deem expedient concerning the admission of a Member and the transfer or registration of Membership Rights of the corporation.

ARTICLE 8. GENERAL

8.1 Seal. The Board of Directors may provide for a corporate seal for the corporation.

8.2 Fiscal Year. The fiscal year of the corporation shall begin on the first day of January and end on the last day of December each year.

ARTICLE 9. INDEMNIFICATION

9.1 General Provision of Indemnification. Notwithstanding the specific provision of indemnification set forth in Section 9.2 of these bylaws, the Corporation shall, to the fullest extent permitted or required by Section 613.62 of the Wisconsin Insurance Code and Sections 181.0871 to 181.0883, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any such Director or Officer is a Party because he or she is or was a Director or Officer of the Corporation. All capitalized terms used in this Article 9 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Nonstock Corporation Law.

9.2 Specific Provision of Indemnification.

(a) Any person, or such person's estate or personal representative, made or threatened with being made a party to any action, suit, arbitration, or proceeding (civil, criminal, administrative, or investigative, whether formal or informal), which involves foreign, federal, state or local law, by reason of the fact that such person is or was a Director or Officer of this Corporation or of any Corporation or other enterprise for which he or she served at this Corporation's request as a director, officer, partner, trustee, member of any decision-making committee, employee, or agent, shall be indemnified by this Corporation for all reasonable expenses incurred in the Proceeding to the extent he or she has been successful on the merits or otherwise.

(b) In cases where a person described in subsection (a) is not successful on the merits or otherwise, this Corporation shall indemnify such person against Liability and

reasonable Expenses incurred by him or her in any such Proceeding, unless Liability was incurred because the person breached or failed to perform a duty he or she owed to the Corporation and the breach or failure to perform constituted any of the following:

(i) A willful failure to deal fairly with the Corporation or its Members in connection with a matter in which the Director or Officer had a material conflict of interest;

(ii) A violation of criminal law, unless the Director or Officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(iii) A transaction from which the Director or Officer derived an improper personal profit; or

(iv) Willful misconduct.

(c) The determination whether indemnification shall be required under subsection (b) shall be made, at the selection of the Director or Officer, according to one of the following methods:

(i) By a majority vote of a quorum of the Board of Directors consisting of Directors not at the time Parties to the same or related Proceedings. If a quorum of disinterested Directors cannot be obtained, by majority vote of a committee duly appointed by the Board of Directors and consisting solely of two or more Directors not at the time Parties to the same or related proceedings. Directors who are Parties to the same or related Proceedings may participate in the designation of members of the committee;

(ii) By independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in (i) above or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the same or related Proceedings; or

(iii) By the court conducting the Proceedings or another court of competent jurisdiction, either on application by the Director of Officer for an initial determination or on application for review of an adverse determination under (i) or (ii), above.

(d) The termination of a Proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Director or Officer is not required.

(e) A Director or Officer who seeks indemnification under this section shall make a written request to the Corporation.

(f) Upon written request by a Director or Officer who is a Party to a Proceeding described in subsection (a), this Corporation may pay or reimburse his or her reasonable Expenses as incurred if the Director or Officer provides the Corporation with all of the following:

(i) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Corporation; and

(ii) A written undertaking, executed personally or on his or her behalf, to repay the allowance, and reasonable interest thereon, to the extent that it is ultimately determined under subsections (c) (i) or (c) (ii), above, that indemnification is not required or to the extent that indemnification is not ordered by a court under subsection (c) (iii), above. The undertaking under this subsection shall be an unlimited general obligation of the Director or

Officer, may be accepted without reference to his or her ability to repay the allowance, and may be secured or unsecured.

(g) This Section 9.2, subsections (a) - (f), shall also apply where a person, or such person's estate or personal representative, is made or threatened with being made a Party to any Proceeding described in subsection (a) by reason of the fact that such person is or was an employee of the Corporation, except that in addition to the categories of conduct set forth in subsection (b) in relation to which the Corporation has no duty to indemnify the employee against liability and reasonable Expenses incurred by him or her, the Corporation has no duty to indemnify the employee against liability and reasonable Expenses incurred by him or her in any such Proceeding if Liability was incurred because the person breached or failed to perform a duty he or she owed to the Corporation and the breach or failure to perform constituted material negligence or material misconduct in performance of the employee's duties to the Corporation.

(h) Unless a Director or Officer of this Corporation has knowledge that makes reliance unwarranted, a Director or Officer, in discharging his or her duties to the Corporation, may rely on information, opinions, reports or statements, any of which may be written or oral, formal or informal, including financial statements and other financial data, if prepared or presented by any of the following:

(i) An Officer or employee of the Corporation whom the Director or Officer believes in good faith to be reliable and competent in the matters presented;

(ii) Legal counsel, public accountants or other persons as to matters the Director or Officer believes in good faith are within the person's professional or expert competence; or

(iii) In the case of reliance by a Director, a committee of the Board of Directors of which the Director is not a member if the Director believes in good faith that the committee merits confidence.

This subsection does not apply to the Liability of a Director for improper distribution of assets, corporate purchase of membership, or distribution of assets to Members during liquidation, or for corporate loans made to an Officer or Director, under Wisconsin Nonstock Corporation Law Section 181.0832(1), or the reliance of a Director on financial information represented as correct by corporate officers or independent or certified public accountants under Wisconsin Nonstock Corporation Law Section 181.0850.

(i) In discharging his or her duties to the Corporation and in determining what he or she believes to be in the best interest of the Corporation, a Director or Officer may, in addition to considering the effects of any action on Members, consider the following:

(i) The effects of the action on employees, suppliers and customers of the Corporation;

(ii) The effects of the action on communities in which the Corporation operates; or

(iii) Any other factor the Director or Officer considers pertinent.

9.3 <u>Limited Liability of Directors and Officers and Members</u>.

(a) Except as provided in subsection (b) of this Section 9.3, a Director or Officer is not liable to this Corporation, its Members, or any person asserting rights on behalf of the

Corporation or its Members, for damages, settlements, fees, fines, penalties or other monetary Liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a Director, unless the person asserting Liability proves that the breach or failure to perform constitutes any of the following:

(i) A willful failure to deal with the Corporation or its Members in connection with a matter in which the Director had a material conflict of interest;

(ii) A violation of criminal law, unless the Director or Officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(iii) A transaction from which the Director derived an improper personal profit; or

(iv) Willful misconduct.

(b) This Section 9.3 does not apply to the Liability of a Director or Officer for improper distribution of assets, corporate purchase of its own membership, or distribution of assets to Members during liquidation, or for corporate loans made to an Officer or Director, under Wisconsin Nonstock Corporation Law Section 181.0832 (1).

(c) Pursuant to Section 181.0612 of the Wisconsin Nonstock Corporation Law, a Member of the corporation is not, as a Member, personally liable for the acts, debts, liabilities or obligations of the corporation.

ARTICLE 10. AMENDMENTS

10.1 By Members. Except as otherwise provided in Section 1.1(c), these bylaws may be amended or repealed and new bylaws may be adopted by the Members at any annual or special meeting of the Members at which a quorum is in attendance.

10.2 By Directors. Except as otherwise provided by the Wisconsin Insurance Code, the articles of incorporation or Section 1.1(c), these bylaws may also be amended or repealed and new bylaws may be adopted by the Board of Directors by affirmative vote of six (6) out of the seven (7) GHS Directors, UHC Directors, and the UPH Universal Director (that includes the affirmative vote of the UPH Universal Director); provided, however, that the Members in adopting, amending or repealing a particular bylaw may provide therein that the Board of Directors may not amend, repeal or readopt that bylaw.

Exhibit A

Membership Rights

Member	Class A Membership Rights	Class B Membership Rights
Gundersen Lutheran Health System, Inc.	[20,490]	[ ]
University Health Care, Inc.	[61,480]	[ ]
Iowa Health System	[18,030]	[ ]
Aurora Health Care, Inc.	[ ]	[ ]
Total	[ ]	[ ]

4833-8760-8251.2

EXHIBIT H

SECOND AMENDED AND RESTATED MEMBERS AGREEMENT OF QHPC

See attached.

SECOND AMENDED AND RESTATED MEMBERS AGREEMENT

by and among

QUARTZ HEALTH PLAN CORPORATION

and its Members

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,
IOWA HEALTH SYSTEM,
UNIVERSITY HEALTH CARE, INC.

and

AURORA HEALTH CARE, INC.

Dated as of [●], 2020

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SECOND AMENDED AND RESTATED MEMBERS AGREEMENT

This **SECOND AMENDED AND RESTATED MEMBERS AGREEMENT** (this "Agreement") is entered into as of [●], 2020 (the "Effective Date"), by and among Quartz Health Plan Corporation (f/k/a Gundersen Health Plan, Inc.), a Wisconsin nonstock service insurance corporation organized under Chapter 613 of Wisconsin Statutes (the "Company"), Gundersen Lutheran Health System, Inc., a Wisconsin nonstock corporation ("GHS"), Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation ("UPH"), University Health Care, Inc., a Wisconsin nonstock corporation ("UHC"), and Aurora Health Care, Inc., a Wisconsin nonstock corporation ("AHC") (collectively, AHC, GHS, UHC and UPH are the "Members" and each individually a "Member"). The Company, AHC, GHS, UHC and UPH are sometimes referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, AHC, GHS, UHC and UPH have entered into an Exchange Agreement dated May 1, 2020 (the "Exchange Agreement") pursuant to which AHC has become and GHS, UHC and UPH continue as members (as defined in Section 181.0103 of the Wisconsin Statutes) of the Company as of the date hereof;

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

WHEREAS, GHS, UHC, UPH and the Company are parties to that certain Amended and Restated Members Agreement, dated as of July 1, 2017 (the "Legacy Agreement");

WHEREAS, GHS, UHC, UPH and the Company desire to amend and restate the Legacy Agreement, and AHC 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, Illinois 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; and

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:

"AAH" means Advocate Aurora Health, Inc., a Delaware not-for-profit corporation.

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

"Acquired Health System" has the meaning set forth in Section 4.2(d)(i).

"Acquiring Member" has the meaning set forth in Section 4.2(d)(i).

"Additional Equity Amounts" has the meaning set forth in Section 3.3(a).

"Advocate Aurora Quartz Medicare Advantage Product" means the Advocate Aurora Quartz Medicare Advantage Product described within that Implementation Agreement by and between Advocate Aurora Health, Inc. and QHS with an effective date as of January 15, 2020 and that Risk Based Capital Agreement by and between Advocate Aurora Health, Inc. and QHPC with an effective date as of January 15, 2020 and to be introduced in the CMS open enrollment period with policies effective January 1, 2021, in each case as amended from time to time.

"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.

"AHC" has the meaning set forth in the preamble.

"AHC Provider Area" means Kenosha, Manitowoc, Milwaukee, Ozaukee, Sheboygan, Racine and Washington Counties in Wisconsin and, Cook and/or Lake Counties in Illinois; provided that Cook or Lake Counties in Illinois, as applicable, shall be included in the AHC Provider Area at such time as each of the following conditions has been satisfied: (a) AHC satisfies the requirements of Sections 4.2(a)(i)(B) and (C) with respect to the Company's expansion into Cook or Lake Counties in Illinois, as applicable; and (b) AHC's satisfaction of clause (a) occurs prior to another Member's participation in a Risk Assumption Agreement with respect to the Company's expansion into Cook or Lake Counties in Illinois, as applicable, pursuant to Section 4.2(a) (but for clarity, the Parties agree that, if any Member enters into a Risk Assumption Agreement with respect to the Company's expansion into Cook or Lake Counties in Illinois, the provisions of Section 4.2(a)(ii) shall apply).

"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 Class A Membership Right or Class B Membership Right, as applicable, determined by subtracting the Company's statutory liabilities from its statutory assets and dividing the difference by the total number of all Class A Membership Rights and Class B 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.

"Capital Call" has the meaning set forth in Section 2.1(b).

"Capital Call Contribution" has the meaning set forth in Section 2.1(b).

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

"Class A Membership Percentage" means, with respect to a Member, the number of Class A Membership Rights held by such Member divided by the aggregated number of Class A Membership Rights held by all Members.

"Class A Membership Rights" means those Membership Rights designated as Class A Membership Rights.

"Class B Membership Percentage" means, with respect to a Member, the number of Class B Membership Rights held by such Member divided by the aggregated number of Class B Membership Rights held by all Members.

"Class B Membership Rights" means those Membership Rights designated as Class B Membership Rights and without any voting rights.

"Class A Percentage Cap" means, with respect to AHC, twenty percent (20%); provided, however, that such amount shall be proportionately increased if one or more Members is redeemed by the Company, and shall be proportionately decreased to the extent a new Member is admitted to the Company and receives Class A Membership Rights.

"Company" has the meaning set forth in the preamble and is sometimes referred to as "QHPC".

"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.

"Declining Member" has the meaning set forth in Section 5.1(a).

"Declining Membership Event" has the meaning set forth in Section 5.1(a).

"Defaulting Member" has the meaning set forth in Section 2.1(c).

"Deficiency Contribution" has the meaning set forth in Section 2.1(a).

"Deficiency Member" has the meaning set forth in Section 2.1(a).

"Director" means any member of the Board.

"Effective Date" has the meaning set forth in the preamble.

"Exchange Agreement" has the meaning set forth in the recitals.

"Exit Trigger Date" means December 31, 2025 and each December 31st that occurs in successive five-year intervals thereafter.

"Expansion Area" has the meaning set forth in Section 4.2(a).

"Expansion Equity Contribution" has the meaning set forth in Section 4.2(e).

"Expansion Requirements" are set forth in Section 4.2(a).

"GHS" has the meaning set forth in the preamble.

"GHS Director" has the meaning set forth in Section 5.1(b).

"GHS Provider Area" means the geographic area (on a county by county basis) where the Company provides products and offerings and, as of the Effective Date, in which GHS assumes risk pursuant to a Risk Assumption Agreement, as may be expanded pursuant to Section 4.2(a).

"IL 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 Cook or Lake Counties in Illinois, as applicable (other than the Company, QHC, QHIC, QHBPC or QHS).

"Independent Director" has the meaning set forth in Section 5.1(b).

"Individual Insured" means an individual who is enrolled and eligible for coverage under a product offered by Company.

"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.

"Legacy Owner" means GHS, UHC or UPH.

"Legacy Owners" means collectively, GHS, UHC and UPH.

"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).

"Majority Approval" has the meaning set forth in Section 5.3(b).

"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 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 aggregated number of Membership Rights held by all Members.

"Membership Rights" means Class A Membership Rights and Class B Membership Rights collectively.

"Meriter" means Meriter Health Services, Inc., a subsidiary of UPH.

"Minimum RBC" means 325% of risk-based capital.

"Net Book Value" means the statutory net worth based on the most recent quarterly financial statement required to be filed with the OCI, including, but not limited to prorated portions of all applicable ACA fees.

"New Product(s)" has the meaning set forth in Section 4.2(b).

"Nonrefundable Capital Contribution" means the portion of AHC's capital contribution to QHC that is designated by QHC as a nonrefundable capital contribution pursuant to the Exchange Agreement and which the Chief Financial Officer of QHS may direct, in whole or in part, to QHS pursuant to the Exchange Agreement.

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

"Northeastern WI Joint Provider Area" means Brown, Calumet, Door, Kewaunee, Outagamie and Winnebago counties in Wisconsin.

"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.

"PCP" means primary care practitioner.

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

"Provider Area" means the AHC Provider Area, the GHS Provider Area, the UHC Provider Area, the UPH Provider Area and the Northeastern WI Joint Provider Area and those additional counties that may be approved in accordance with Article IV after the Effective Date.

"Provider Network" means the Acquired Health System alone or in combination with the health system owned and operated by the Member.

"QHBPC" means Quartz Health Benefit Plans Corporation, a Wisconsin stock insurance corporation organized under Chapter 611 of Wisconsin Statutes.

"QHC" means Quartz Holding Company, a Wisconsin stock corporation organized under Chapter 180 of Wisconsin Statutes.

"QHIC" means Quartz Health Insurance Corporation, a Wisconsin stock insurance corporation organized under Chapter 611 of the Wisconsin Statutes.

"QHS" means Quartz Health Solutions, Inc., a Wisconsin stock corporation organized under Chapter 180 of Wisconsin Statutes.

"Quartz Entities" means collectively, the Company, QHC and their subsidiaries.

"Risk Assuming Entity" has the meaning set forth in Section 4.1(a).

"Risk Assumption Agreement" has the meaning set forth in Section 4.1(a).

"Risk Sharing Pool" has the meaning set forth in Section 4.1(a).

"Sponsoring Health System" means AAH, GHS, UPH or UW Health.

"Sponsoring Health Systems" means collectively, AAH, GHS, UPH or UW Health.

"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(c).

"Super Contribution" has the meaning set forth in Section 2.1(c).

"Supermajority Approval" has the meaning set forth in Section 5.3(a).

"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.

"UHC Director" has the meaning set forth in Section 5.1(b).

"UHC Joint Provider Area" means Fond du Lac, Walworth and Waukesha counties in Wisconsin.

"UHC Provider Area" means the geographic area (on a county by county basis) where the Company provides products and offerings and, as of the Effective Date, in which UHC assumes risk pursuant to a Risk Assumption Agreement, as may be expanded pursuant to Section 4.2(a), as well as the UHC Joint Provider Area.

"UPH" has the meaning set forth in the preamble.

"UPH Director" has the meaning set forth in Section 5.1(b).

"UPH Provider Area" means the geographic area (on a county by county basis) where the Company provides products and offerings and in which UPH is the first Risk Assuming Entity to assume one hundred percent (100%) of the applicable Risk Sharing Pool pursuant to a Risk Assumption Agreement with respect to an Expansion Area pursuant to Section 4.2(a).

"UPH Specific Director" has the meaning set forth in Section 5.1(b).

"UPH Universal Director" has the meaning set forth in Section 5.1(b).

"UW Health" means collectively, UHC, the University of Wisconsin Hospitals and Clinics Authority and University of Wisconsin Medical Foundation, Inc.

"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, QHC, QHIC, QHBPC or QHS).

ARTICLE II
CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

Section 2.1 **Capital Contributions**.

(a) Deficiency Contributions and Membership Rights Issuance.

(i) If the Board (pursuant to Majority Approval) or the OCI has determined that (A) the Company has, or is at immediate risk of having, less than the minimum amount of regulatory capital required by applicable law, or (B) the Company has less than the greater of (x) the security surplus as required by the OCI pursuant to Sections 623.11, 613.19(6), 609.97 and 609.98 Wis. Stats. or (y) Minimum RBC, then in each case of the foregoing clauses (A) and (B) (the "Capital Deficiency"), the Company shall provide written notice to the Members identifying the amount of such Capital Deficiency, the Member Risk Sharing Pool(s) to which the Capital Deficiency is attributed (each Member with a Capital Deficiency is a "Deficiency Member") and the amount of the Capital Deficiency attributed to each such Deficiency Member, in each case as determined by the Chief Financial Officer of the Company in his or her reasonable discretion. Within fifteen (15) days after receiving notice from the Company of a Capital Deficiency, each Deficiency Member shall make a cash contribution (the "Deficiency Contribution") as calculated by the Company's Chief Financial Officer to the Company in an amount equal to the amount of the Capital Deficiency attributed to such Deficiency Member's Risk Sharing Pool, which amount shall be held by the Company to satisfy the regulatory capital requirements under applicable Law.

(ii) If a Deficiency Member makes a Deficiency Contribution, the Company shall adjust Membership Rights of each Member such that its Membership Percentage after such issuance will be equal to the quotient of (x) the sum of (A) such Member's Deficiency Contribution (which would be $0 for any Members other than the Deficiency Member(s)) plus (B) the product of such Member's Membership Percentage immediately prior to the Deficiency Contribution multiplied by the Net Book Value of the Company immediately prior to the date of such Deficiency Contribution divided by (y) the sum of (A) the Deficiency Contribution made by each Deficiency Member plus (B) the Net Book Value of the Company immediately prior to the Deficiency Contribution. Any issuance of Membership Rights to AHC pursuant to this Section 2.1(a) shall be represented by Class A Membership Rights until AHC's Class A Membership Percentage equals the Class A Percentage Cap after which point any incremental issuance of Membership Rights to AHC pursuant to this Section 2.1(a) shall be represented by Class B Membership Rights. Any issuance of Membership Rights to a Legacy Owner pursuant to this Section 2.1(a) shall be represented by Class B Membership Rights.

(b) Capital Call Contributions. If the Company desires additional capital for any reason other than as set forth in Section 2.1(a) (a "Capital Call"), it shall submit a request for such amount to the Board for Supermajority Approval. If the Board (pursuant to Supermajority Approval) determines that a Capital Call shall be made, the Company shall provide written notice to the Members. Within fifteen (15) days after receiving notice from the Company of a Capital Call, the Members shall make a cash contribution (the "Capital Call Contribution") equal to such Member's Membership Percentage multiplied by the Capital Call.

No additional issuance of Membership Rights shall be made to Members with respect to a Capital Call Contribution except as provided in Section 2.1(c)(i).

(c) Defaulting Member.

(i) In the event a Member (such Member, a "Defaulting Member") fails to make all or part of a Deficiency Contribution, as required pursuant to Section 2.1(a), or a Capital Call Contribution, as required pursuant to Section 2.1(b), the Company shall provide notice of that failure to each other Member. Each other Member(s) may elect to contribute (each Member electing to contribute is a "Super Contributing Member") 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 Deficiency Contribution or the Capital Call Contribution, as applicable, which the Defaulting Member failed to contribute (a "Super Contribution"). If a Super Contributing Member elects to make a Super Contribution, the Super Contributing Member shall receive in exchange for such Super Contribution Class A Membership Rights, as calculated pursuant to Section 2.1(c)(ii).

(ii) In exchange for a Super Contribution, the Company shall adjust Membership Rights of each Super Contributing Member such that its Membership Percentage after such adjustment will be equal to the quotient of (x) the sum of (A) such Member's Super Contribution plus (B) the product of such Super Contributing Member's Membership Percentage immediately prior to the Super Contribution multiplied by the Net Book Value of the Company immediately prior to the date of such Super Contribution divided by (y) the sum of (A) the Super Contribution made by each Super Contributing Member plus (B) the Net Book Value of the Company immediately prior to the Super Contribution. The issuance of Membership Rights to a Super Contributing Member pursuant to this Section 2.1(c)(ii) shall be represented by Class A Membership Rights. The Membership Percentage and the Class A Membership Percentage of each Member other than the Super Contributing Member(s) and the Defaulting Member(s) shall be unadjusted as a result of the Super Contribution. The Company shall reduce the Class A Membership Rights of the Defaulting Member in an amount equal to the increase in Class A Membership Rights of the Super Contributing Member(s) pursuant to this Section 2.1(c)(ii). For purposes of clarification, any increase in Class A Membership Rights in exchange for a Super Contribution shall not be subject to the Class A Membership Cap.

(iii) 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 **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 each of the Members in an amount equal to such Member's Membership Percentage multiplied by the aggregate distribution amount. The Company shall not make any distribution if following such distribution the risk based capital of the Company after such distribution would be less than Minimum RBC.

ARTICLE III
RESTRICTIONS ON TRANSFER; RIGHT OF FIRST REFUSAL

Section 3.1 **Restrictions on Transfer**. Subject to Section 3.2, Section 3.3, Section 3.4, and the terms of the Exchange Agreement, 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) Subject to Section 3.6, Section 3.7, Section 3.8 and Section 3.9, regarding termination of AHC's Membership Rights, any Member intending to Transfer Membership Rights (the "Transferring Member") shall deliver written notice of such proposed Transfer to the Company and to each Member not intending to Transfer Membership Rights (the "Non-Transferring Member(s)"). 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 Class A Membership Rights and/or Class B Membership Rights being Transferred ("Offered Interests") and the proposed purchase price of the Offered Interests (the "Offer Price"). In addition to the Transfer Notice, a Transferring Member shall provide 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 Membership Right equal to the Book Value Price and on the other terms and conditions set forth in the Transfer Notice. For a period of thirty (30) calendar days after the expiration of the Initial Option Period (the "Subsequent Option Period"), if a Member does not elect to exercise such purchase option, each other Member may elect, by delivery of written notice to the Transferring Member, to purchase such Transferring Member's 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 or Members, 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 by a Legacy Owner, the Legacy Owner constituting a Transferring Member must simultaneously offer the Additional Equity Amounts to the Legacy Owners constituting Non-Transferring Members pursuant to the terms of Section 3.2 *mutatis mutandis*. If the Legacy Owners constituting Non-Transferring Members do not elect to purchase such Additional Equity Amounts, the Legacy Owner constituting the Transferring Member must Transfer the Additional Equity Amounts to the Person that purchases the Membership Rights. For purpose of this Section 3.3, "Additional Equity Amounts" means an amount of equity in QHC

proportionate to the amount of Membership Rights being transferred by a Transferring Member in relation to all of the Transferring Member's 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 Legacy Owners and QHC.

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

Section 3.6 **Legacy Owner Purchase Right**. If the Advocate Aurora Quartz Medicare Advantage Product is either: (A) abandoned by AHC prior to January 1, 2021, or (B) at any time projected not to be in the market by January 1, 2021 due to the actions or inactions of AHC or any of its subsidiaries (other than for reasons related to required state or federal regulatory approvals), then, upon approval of the Board, the Legacy Owners shall have the right to purchase from AHC all Membership Rights held by AHC for an amount equal to (x) the product of the percentage of the total outstanding Membership Rights held by AHC multiplied by the Net Book Value of the Company, less One Hundred Percent (100%) of the administrative expenses in an amount equal to Three Million Dollars ($3,000,000) due to the Company and QHC or any of its subsidiaries for administrative services under the terms of the AAH Medicare Advantage Agreements (as defined in the Exchange Agreement), with credit for payments already made by AHC for such administrative services.

Section 3.7 **AHC's Put Options**.

(a) AHC's Exit Trigger Put.

(i) Each of the Legacy Owners and the Company hereby grant to AHC an option (the "Exit Trigger Put") to sell AHC's Membership Rights on the terms and conditions hereinafter set forth.

(ii) The Exit Trigger Put may be exercised by AHC at any time between July 1st and August 31st at 11:59 p.m. Central time of the year prior to each Exit Trigger Date by providing written notice to the Legacy Owners and the Company of its intent to do so (the "Exit Trigger Put Notice").

(iii) Within ninety (90) days after the Legacy Owners' and Company's receipt of the Exit Trigger Put Notice, the Legacy Owners shall have a right to purchase AHC's Membership Rights at a price determined pursuant to Section 3.9.

(iv) In the event that no Legacy Owner exercises its right to purchase AHC's Membership Rights within such 90-day period, the Company shall assist AHC with selling AHC's block of business of the Company to another qualified health plan. Upon the date that such block of business is no longer insured through the Company and such entities retain no liability with respect to such block of business, the Company shall redeem AHC's Membership Rights at a price determined pursuant to Section 3.9.

(b) AHC's Asset Sale Put.

(i) Each of the Legacy Owners and the Company hereby grant to AHC an option (the "Asset Sale Put") to sell AHC's Membership Rights on the terms and conditions hereinafter set forth.

(ii) The Asset Sale Put may be exercised by AHC at any time prior to the consummation of the "Phase 2 Exchange" as defined in the Exchange Agreement and within thirty (30) days after the Board approves the sale of substantially all of the Company's assets by providing written notice to the Legacy Owners and the Company of its intent to do so (the "Asset Sale Put Notice").

(iii) Within ninety (90) days after the Legacy Owners' and the Company's receipt of the Asset Sale Put Notice, the Legacy Owners shall have a right (the "Legacy Owners' ROFR") to purchase AHC's Membership Rights at a price determined pursuant to Section 3.9.

(iv) In the event that no Legacy Owner exercises the Legacy Owners' ROFR within such 90-day period, the Company shall assist AHC with selling AHC's block of business of the Company to another qualified health plan. Upon the date that such block of business is no longer insured through the Company and the Company retains no liability with respect to such block of business, the Company shall redeem AHC's Membership Rights at a price determined pursuant to Section 3.9.

Section 3.8 **The Legacy Owners Call Option**. AHC hereby grants to the Legacy Owners an option (the "Exit Trigger Call") to purchase the AHC Interest at a price determined pursuant to Section 3.9 at any time between July 1st and August 31st at 11:59 p.m. Central time of the year prior to each Exit Trigger Date by providing written notice to AHC of their intent to do so.

Section 3.9 **Purchase and Redemption Price**.

(a) Any purchase and/or redemption made pursuant to the exercise of the Exit Trigger Put or the Exit Trigger Call shall be for an amount equal to the Net Book Value of AHC's proportionate share of the Company's assets (less reasonable expenses incurred by the Legacy Owners and/or the Company, as applicable, to purchase and/or redeem the AHC Membership Rights or sell the block of business, as applicable) as of the closing of such transaction, minus either:

(i) One-half of the Nonrefundable Capital Contribution if the Exit Trigger Call is exercised on the first Exit Trigger Date; or

(ii) The full amount of the Nonrefundable Capital Contribution if (A) the Exit Trigger Put is exercised at any Exit Trigger Date other than the first Exit Trigger Date or (B) or the Exit Trigger Call is exercised at any Exit Trigger Date other than the first Exit Trigger Date.

(b) Any purchase and/or redemption made pursuant to the exercise of the Asset Sale Put shall be for an amount determined as follows:

(i) If the Legacy Owners' ROFR is exercised, the purchase price of the AHC Interest shall be determined in accordance with Section 3.9(a); or

(ii) If AHC's block of business is sold to another qualified health plan, the redemption price shall be for an amount equal to the proportionate amount (based upon Membership Percentages) distributed to a Legacy Owner (with respect to such Legacy Owner's Membership Rights) in connection with the sale of such assets; provided that if no such distribution is made to a Legacy Owner, then the redemption amount would be an amount equal to the Net Book Value of AHC's proportionate share of the Company's assets (less expenses incurred by the Company to redeem the Membership Rights of AHC or sell the block of business, as applicable) as of such date.

ARTICLE IV
RISK POOLS AND SERVICE AREA EXPANSION

Section 4.1 **Risk Pools**.

(a) Except as may otherwise be permitted under this Agreement, within each of the Company's geographic service areas (including but not limited to the Provider Area) as approved by the OCI and the Centers for Medicare and Medicaid Services, as applicable, the Company shall at all times have in effect a valid and binding agreement (a "Risk Assumption Agreement") with one or more Persons (a "Risk Assuming Entity"), who or which need not be a

Member, pursuant to which the Risk Assuming Entity has assumed one hundred percent (100%) of the financial risk (the "Risk Sharing Pool") for cost of care rendered to the Company's Individual Insureds attributed to the Risk Sharing Pool in that geographic service area for each of the Company's lines of business within such geographic service area; provided that if the Risk Assuming Entity is not a Member, at least one Member shall have committed to funding the Risk Sharing Pool in the event of a failure of such non-Member to assume such risk. Except as otherwise provided for and permitted under Section 4.2(g), all Individual Insureds of the Company will be attributed to a Risk Sharing Pool.

(b) Working with its actuaries, Company will establish an Annual Operating Plan subject to the Majority Approval of the Board. For each line of business the Company will establish and fund a Risk Sharing Pool and debit the medical expense dollars paid toward member claims in respect to that line of business. Medical expense shall include capitation and fee-for-service payments including quality improvement expenses as allowed by applicable Law. With respect to each Risk Sharing Pool the Company shall retain the percentage of the premium dollars necessary for administrative expenses and investments and any applicable taxes.

(c) If the Risk Assuming Entity is a participating provider, or an Affiliate or parent of the participating provider, the Risk Assumption Agreement shall be in form of a stand-alone Risk Sharing Agreement, an addendum/amendment/exhibit to an existing/new participating provider agreement or such other form of agreement as may be approved by the Board.

(d) If the Risk Assuming Entity is a Person other than a participating provider, or the Affiliate or parent of a participating provider, the Risk Assumption Agreement shall be in the form of a quota share agreement or such other form of agreement as may be approved by the Board.

Section 4.2 **Service Area Expansion**.

(a) Expansion Beyond Provider Area.

(i) Expansion Requirements. Except if Supermajority Approval is required, as further addressed in Section 4.2(a)(iii) and Section 4.2(g) below, and except in the context of the circumstances addressed in Section 4.2(b), Section 4.2(c), Section 4.2(e) and Section 4.2(h), the Company shall not expand into an additional geographic service area beyond the Provider Area (an "Expansion Area") unless the following conditions are met (the "Expansion Requirements"):

(A) Majority Approval of the Board;

(B) One or more Members, or alternatively a third party, has agreed to enter into a Risk Assumption Agreement for 100% of the medical or pharmacy expense risk with respect to the entirety of the Expansion Area; provided that if the Risk Assuming Entity is not a Member, at least one Member shall have committed to funding the Risk Sharing Pool in the event of a failure of such non-Member to assume such risk; and

(C) One or more Members have committed to funding the Expansion Equity Contribution, as set forth below, for the Expansion Area.

(ii) Participation in Risk Assumption Agreement. Any Member that designated at least one Director who voted in favor of the Expansion Area shall be entitled, at their option, to participate in the Risk Assumption Agreement for that Expansion Area; provided, that if the Company expands into an Expansion Area that consists of Cook or Lake Counties in Illinois prior to the consummation of the "Phase 2 Exchange" (as defined in the Exchange Agreement), then, notwithstanding that AHC has not yet designated a Director, AHC shall be entitled to participate in the Risk Assumption Agreement for such Expansion Area with respect to Cook or Lake Counties in Illinois, as applicable. If only one Member desires to participate in the Risk Assumption Agreement for that Expansion Area, such Member shall assume one hundred percent (100%) of the applicable Risk Sharing Pool. If more than one Member desires to participate in the Risk Assumption Agreement, the Risk Sharing Pool shall be attributed to each Risk Assuming Entity in proportion to the Individual Insureds in such Expansion Area that selected a PCP affiliated with such Risk Assuming Entity. Any financial risk unattributed using PCP attribution pursuant to the immediately preceding sentence shall be attributed in any other manner agreed to by the Members electing to participate in the Risk Assumption Agreement or, if such Members are unable to agree, then such unattributed financial risk will be attributed to such Members in equal percentages (e.g. 50/50 if two Members opt to participate).

(iii) Expansion Absent Risk Assuming Entity. The Company shall not expand into an Expansion Area absent a Risk Assuming Entity without Supermajority Approval of the Board approving such Expansion Area and the financial plan, initial capitalization plan, continuing funding plan, and corresponding adjustment to ownership percentages to support such Expansion Area.

(iv) Addition to Provider Area. Upon satisfaction of the Expansion Requirements, such Expansion Area shall become part of the Provider Area. Moreover, the first Member to enter into a Risk Assumption Agreement and assume one hundred percent (100%) of the applicable Risk Sharing Pool with respect to an Expansion Area shall have such Expansion Area added to such Member's provider area (i.e., the GHS Provider Area, UHC Provider Area or UPH Provider Area, as applicable) with the resulting reserve powers with respect to such expanded provider area described in Section 5.3(c), (d), or (e), as applicable. Any Member that subsequently desires to participate in the Risk Assumption Agreement with respect to an Expansion Area shall first request and receive approval, pursuant to Section 5.3(c), (d) or (e), as applicable, from the Member whose provider area was expanded to include such Expansion Area. If approved, such Expansion Area shall not be added to the provider area with respect to the Member that subsequently participates in the Risk Assumption Agreement.

(b) Expansion Within Northeastern WI Joint Provider Area.

(i) The Company may expand to include Medicaid, Medicare Advantage, Medicare Supplement, or Medicare Select products ("New Product(s)") into one or more counties in the Northeastern WI Joint Provider Area if, subject to the restrictions below, a Member submits to the Board notice of such Member's intent for a New Product(s) expansion into one or more counties in the Northeastern WI Joint Provider Area.

(ii) If the Company expands to include a New Product(s) under the terms of this Section 4.2(b), such submitting Member shall participate in the Risk Assumption Agreement for such county or counties in the Northeastern WI Joint Provider Area and shall be a Risk Assuming Entity by attribution for one hundred percent (100%) of the applicable Risk Sharing Pool. If more than one Risk Assuming Entity desires to participate in the Risk Assumption Agreement for such county or counties in the Northeastern WI Joint Provider Area, the Risk Sharing Pool shall be attributed to each Risk Assuming Entity in proportion to the Individual Insureds in such Northeastern WI Joint Provider Area county or counties that selected a PCP affiliated with such Risk Assuming Entity. Any financial risk unattributed using PCP attribution pursuant to the immediately preceding sentence shall be attributed in any other manner agreed to by the Members electing to participate in the Risk Assumption Agreement or, if such Members are unable to agree, then such unattributed financial risk will be attributed to such Members in equal percentages (e.g. 50/50 if two Members opt to participate).

(iii) Medical and Pharmacy Risk. The Company shall not expand a New Product(s) into the Northeastern WI Joint Provider Area unless one or more Persons, who or which need not be a Member, have agreed to enter into a Risk Assumption Agreement for 100% of the medical or pharmacy expense risk with respect to the entirety of such expansion; provided that if the Risk Assuming Entity is not a Member, at least one Member shall have committed to funding the Risk Sharing Pool in the event of a failure of such non-Member to assume such risk.

(iv) Reserve Powers Within Northeastern WI Joint Provider Area. Each Member that enters into a Risk Assumption Agreement and assumes risk with respect to the expansion of a New Product(s) into the Northeastern WI Joint Provider Area (each a "Northeastern Member"), shall have the reserve powers described in Section 5.3(g) with respect to such expanded New Product(s) (each an "Expanded Northeastern Product") in the county or counties within the Northeastern WI Joint Provider Area that such New Product(s) was expanded into.

(c) Expansion Within UHC Joint Provider Area.

(i) The Company may expand to include a New Product(s) into one or more counties in the UHC Joint Provider Area if, subject to the restrictions below, (A) a Member submits to UHC a request for approval, and such request is approved by UHC pursuant to Section 5.3(d), of a New Product(s) expansion into one or more counties in the UHC Joint Provider Area and (B) a Member submits to the Board notice of such Member's intent for a New Product(s) expansion into one or more counties in the UHC Joint Provider Area. Notwithstanding the foregoing, UHC hereby approves a New Product(s) expansion by AHC into the UHC Joint Provider Area.

(ii) If the Company expands to include a New Product(s) under the terms of this Section 4.2(c), such submitting Member shall participate in the Risk Assumption Agreement for such county or counties in the UHC Joint Provider Area and shall be a Risk Assuming Entity by attribution for one hundred percent (100%) of the applicable Risk Sharing Pool. If more than one Risk Assuming Entity desires to participate in the Risk Assumption Agreement for such county or counties in the UHC Joint Provider Area, the Risk Sharing Pool

shall be attributed to each Risk Assuming Entity in proportion to those members in such UHC Joint Provider Area county or counties that selected a PCP affiliated with such Risk Assuming Entity. With respect to the UHC Joint Provider Area, any Individual Insured selecting a Company network PCP other than AHC will be assumed attributed to a PCP affiliated with UHC.

(iii) Medical and Pharmacy Risk. The Company shall not enter into a New Product(s) expansion into the UHC Joint Provider Area unless one or more Persons, who or which need not be a Member, have agreed to enter into a Risk Assumption Agreement for 100% of the medical or pharmacy expense risk with respect to the entirety of such expansion; provided that if the Risk Assuming Entity is not a Member, at least one Member shall have committed to funding the Risk Sharing Pool in the event of a failure of such non-Member to assume such risk.

(iv) Reserve Powers Within UHC Joint Provider Area. Each Member that enters into a Risk Assumption Agreement and assumes risk with respect to the expansion of a New Product(s) into the UHC Joint Provider Area (each a "UHC Joint Provider Area Member"), shall have the reserve powers described in Section 5.3(h) with respect to such expanded New Product(s) (each an "Expanded UHC Joint Provider Area Product") in the county or counties within the UHC Joint Provider Area that such New Product(s) was expanded into.

(d) Full County Requirement. Unless otherwise approved by Supermajority Approval, each Expansion Area can be no less than the full and complete geographic area of the applicable county.

(e) Acquisition of Health System Outside Provider Area.

(i) If a Member (an "Acquiring Member") acquires control and ownership of a health system (the "Acquired Health System") that is not then operating, other than insubstantially, within the current Provider Area and the Acquired Health System alone or in combination with the health system owned and operated by the Member (the "Provider Network") will meet the access standard of the National Committee for Quality Assurance within the Expansion Area, then at the Acquiring Member's request, the Company shall approve the Expansion Area. If the Acquiring Member's Provider Network is insufficient to meet the applicable network access and sufficiency standards, the Acquiring Member may propose a plan of action to meet such standards which plan of action will require Supermajority Approval.

(ii) In respect to any Expansion Area resulting from subsection (e)(i) above, the Acquiring Member must agree to enter, or will cause its Acquired Health System to enter, a Risk Assumption Agreement; provided, however, if any of the other Members are interested in participating in the Risk Assumption Agreement the percentage split for their respective shares of Expansion Equity Contribution and financial risk in the Expansion Area shall be attributed to each Risk Assuming Entity in proportion to the Individual Insureds in such Expansion Area that selected a PCP affiliated with such Risk Assuming Entity. Any Expansion Equity Contribution or financial risk unattributed using PCP attribution pursuant to the immediately preceding sentence shall be attributed in any other manner agreed to by the Members electing to participate in the Risk Assumption Agreement or, if such Members are

unable to agree within sixty (60) days, then such unattributed financial risk will be attributed to such Members in equal percentages (e.g. 50/50 if two Members opt to participate).

(f) Acquisition of Health System Within Provider Area. If an Acquiring Member acquires an Acquired Health System that is located within the then current Provider Area and the current Risk Assumption Agreement for the county in which the Acquired Health System is held by another Member(s) (or is held by a non-Member and another Member has committed to funding the Risk Sharing Pool in the event of a failure of such non-Member to assume such risk), the Parties agree to amend the then current Risk Assumption Agreement to address that county to divide the Risk Sharing Pool existing between the current Risk Assuming Entity and the Acquiring Member. In connection with the subdividing of the Risk Sharing Pool, the Company shall establish an attribution methodology to assign Individual Insureds within the subdivided Risk Sharing Pool.

(g) Acquired Health System Outside Select Counties. Notwithstanding any provision in this Section 4.2 to the contrary, if an Acquired Health System is not at the time of its acquisition a participating provider with the Company and is located in Wisconsin in a county other than Dane, Iowa, Sauk, Columbia, Dodge and Rock, or in Illinois in a county other than Cook and Lake, a Supermajority Approval will be required for the Company to enter into a participating provider agreement with that Acquired Health System. If there is Supermajority Approval, the Acquiring Member shall enter into a Risk Assumption Agreement with respect to the county or counties that are part of the Acquired Health Systems primary service area.

(h) Acquired Health System Inside Select Counties. Notwithstanding any provision in this Section 4.2 to the contrary, if an Acquired Health System is not at the time of its acquisition a participating provider with the Company and is located in Dane, Iowa, Sauk, Columbia, Dodge and Rock, then upon a favorable recommendation of the MCC the Company shall enter into a participating provider agreement with the Acquired Health System and the Acquiring Member shall enter, or shall cause the Acquired Health System to enter, into a Risk Assumption Agreement with respect to the county or counties listed above in this subsection that are part of the Acquired Health System's primary service area.

(i) Expansion Equity Contribution Determination. The Parties shall cause the Chief Financial Officer of QHS (or such other financial officer as agreed to by the Members) to deliver to the Company his or her good faith calculation of the risk based capital requirements associated with the Expansion Area or New Products into the Northeastern WI Joint Provider Area or UHC Joint Provider Area, as applicable, based on the health insurance products and offerings to be offered by the Company in the Expansion Area, Northeastern WI Joint Provider Area or UHC Joint Provider Area, as applicable, together with a good faith estimate of the start-up costs and expenses incurred in connection with starting to do business in an Expansion Area or New Products into the Northeastern WI Joint Provider Area or UHC Joint Provider Area, which may include, but are not limited to, the following: Pharmacy, Billing, IS, Actuarial, Accounting, Claims, Administrative and Management Oversight, Legal, Project Management, Government Relations, Risk Adjustment, Travel & Meetings, Quality Management, Customer Service, Provider Relations, Medical Management, Sales, Marketing Materials and Translation Services (the "Expansion Equity Contribution").

(j) Membership Rights For Expansion Equity Contribution.

(i) Expansion Equity Contribution Requirement. The Members, in the proportions agreed upon pursuant to Section 4.2(a)(ii), Section 4.2(b)(ii), Section 4.2(c)(ii) and Section 4.2(e) above, as applicable, shall fund the Expansion Equity Contribution. The Parties agree that Membership Rights of the Company will be issued in consideration for Expansion Equity Contributions.

(ii) Adjusted Membership Percentage. The Members shall cause the Company to issue Membership Rights to each Member making an Expansion Equity Contribution in an amount necessary such that after such issuance the Membership Percentage of each Member will be equal to the quotient of (x) the sum of (A) such Member's Expansion Equity Contribution (which would be $0 for all Members not making an Expansion Equity Contribution) plus (B) the product of such Member's Membership Percentage immediately prior to the Expansion Equity Contribution multiplied by the Net Book Value of the Company immediately prior to the date of such Expansion Equity Contribution divided by (y) the sum of (A) the Expansion Equity Contribution made by each such Member plus (B) the Net Book Value of the Company immediately prior to the Expansion Equity Contribution. Any issuance of Membership Rights to AHC pursuant to this Section 4.2(j) shall be represented by Class A Membership Rights until AHC's Class A Membership Percentage equals the Class A Percentage Cap after which point any incremental issuance of Membership Rights to AHC pursuant to this Section 4.2(j) shall be represented by Class B Membership Rights. Any issuance of Membership Rights to a Legacy Owner pursuant to this Section 4.2(j) shall be represented by Class B Membership Rights.

(iii) Excess Contributions. Unless otherwise set forth in this Agreement, any cash contributions to the Company in excess of the required Expansion Equity Contribution shall result in the issuance of Class B Membership Rights based upon the formula described in Section 4.2(j)(ii) above.

(k) Tier 1. In respect to each Expansion Area, all participating providers affiliated with Members and under an agreement with the Company, QHIC, QHBPC or QHS, shall be treated as a Tier 1 (or the equivalent) provider with the highest level of benefit plan paid for reimbursement of health care services in all products offered by the Company.

(l) Specified Providers. Notwithstanding anything herein to the contrary, the Company shall not, absent Supermajority Approval, contract with any of the following providers as participating providers within the Provider Area to provide benefits and services under any insurance products offered or administered by the Company:

(i) Mayo Clinic and affiliates;

(ii) HealthPartners and affiliates;

(iii) Expansion of service with Mercy Health System (Janesville) and affiliates;

(iv) Froedtert Hospital and The Medical College of Wisconsin and affiliates;

(v) Children's Hospital of Wisconsin and affiliates;

(vi) Expansion of service with SSM Health and affiliates; and

(vii) Ascension (but only with respect to Ascension's providers in the AHC Provider Area).

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 (i) a WI Competitor or, (ii) in the event that the Company expands into Cook or Lake Counties in Illinois pursuant to Section 4.2(a), and solely with respect to those Members that enter into a Risk Sharing Agreement with respect to Cook or Lake Counties in Illinois, an IL Competitor, excluding any capital stock, membership interest, security or other ownership interest of an IL Competitor held by such Member prior to the Company's expansion into Cook or Lake Counties in Illinois.

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 Class A Membership Rights, in furtherance of the terms of this Section 5.1, provided, however, AHC shall not have any rights to appoint or designate a Board member as described below. Moreover, no Member shall have any right with respect to its Class B Membership Rights to appoint or designate a Board member.

(a) Number of Board Members. Subject to Section 5.1(c)(ii), the Board shall be comprised of eleven (11) Directors, each of whom shall be designated, elected, removed and or replaced according to the applicable provisions in Section 5.1(b). Notwithstanding Section 5.1(b)(i) below, if at any time any Member holds less than ten percent (10%) of the then-outstanding aggregate Class A Membership Rights of the Company (a "Declining Member") as a result of a another Member receiving Class A Membership Rights in exchange for a Super Contribution pursuant to Section 2.1(c) ("a Declining Membership Event"), the Directors designated by such Declining Member shall be removed and the composition of the Board shall be adjusted, in each case according to the applicable provisions in Section 5.1(c).

(b) Board Composition.

(i) Each Member (other than AHC who shall have no vote) agrees to vote all Class A 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:

(A) the election to the Board of three (3) individuals designated from time to time by GHS (the "GHS Directors");

(B) the election to the Board of three (3) individuals designated from time to time by UHC (the "UHC Directors");

(C) the election to the Board of three (3) individuals designated by Supermajority Approval who (i) shall not have (nor shall their spouse) current or previous employment, officer position, directorship, consulting or other financially related association (including, but not limited to, any of the following: attorney, tax preparer, auditor, actuary, or a medical or dental provider included within the QHIC, Company or QHBPC provider network) with GHS, UPH, UHC or AHC or any of their respective Affiliates; and (ii) shall be enrollees of the Company who are not providers and who are not associated with a provider (the "Independent Directors"). Any person serving as an independent director of the Company immediately prior to the date of the Legacy Agreement may continue to serve as an Independent Director.

(D) the election to the Board of two (2) individuals designated from time to time by UPH (the "UPH Directors") described as follows:

(i) one (1) individual designated from time to time by UPH to serve on the Board for the Company, QHIC, QHS, QHBPC and QHC (the "UPH Universal Director") who (and the spouse of whom) shall (a) have no current or previous employment, officer position, directorship, consulting or other financially related association (including, but not limited to, any of the following: attorney, tax preparer, auditor, actuary, or a medical or dental provider included within the QHIC, Company or QHBPC provider network) with GHS, UPH or UHC or any of their respective Affiliates, (b) have no current or previous relationship with a Competitor, (c) not be a medical, dental or chiropractic provider included within the QHIC, Company, QHS or QHBPC provider networks, and (d) have business or finance related experience; and

(ii) one (1) individual designated from time to time by UPH to serve on the Board for the Company (the "UPH Specific Director") who meets the qualifications of a UPH Universal Director, but is not necessarily a person who also serves on the board of directors of QHIC, QHS, QHBPC or QHC.

Notwithstanding the foregoing, a director of Meriter identified as a community board member will qualify as a UPH Director unless such person is (a) a current medical, dental or chiropractic provider; (b) an employee, officer, director, consultant or other financially related associate (including, but not limited to, any of the following: attorney, tax preparer, auditor or actuary) of a Competitor, either currently or within the two year period prior to becoming a UPH Director; (c) an employee of UPH or Meriter, or any of their respective Affiliates, either currently or within the one year period prior to becoming a UPH Director; or (d) a former director of UPH or its Affiliates; provided that clause (d) will not apply to a person (1) listed in the following sentence, (2) currently serving on the UPH board or (3) who ceased to be a director of UPH or its Affiliates while serving as a community board member of Meriter. In addition, and notwithstanding the foregoing, any of the following persons will qualify as a UPH Director: Sean Dilweg, Virginia Graves, Brian Scott, Gene Blanc or James Stevenson. For purposes of clarification, "current" or "currently" as used in this section shall be determined at the time a person would be considered as a UPH Director and at any time while serving as a UPH Director.

(E) the removal from the Board, with or without cause, of any GHS Directors at the written request of GHS, but only upon such written request and under no other circumstances;

(F) the removal from the Board, with or without cause, of any UHC Directors at the written request of UHC, but only upon such written request and under no other circumstances;

(G) the removal from the Board, with or without cause, of the Independent Directors by Supermajority Approval, but only upon such Supermajority Approval and under no other circumstances;

(H) the removal from the Board, with or without cause, of any UPH Director at the written request of UPH, but only upon such written request and under no other circumstances;

(I) if any GHS Director resigns, or for any other reason ceases to serve as a Director during his or her term of office, then the filling of the resulting vacancy on the Board by a representative designated by GHS;

(J) if any UHC Director resigns, or for any other reason ceases to serve as a Director during his or her term of office, then the filling of the resulting vacancy on the Board by a representative designated by UHC;

(K) if an Independent Director resigns, or for any other reason ceases to serve as a Director during his or her term of office, then the filling of the resulting vacancy on the Board by Supermajority Approval; and

(L) if any UPH Director resigns, or for any other reason ceases to serve as a Director during his or her term of office, then the filling of the resulting vacancy on the Board by a representative designated by UPH.

(ii) If a Member fails for a period of ninety (90) days to perform its obligations under this Section 5.1, then such Member hereby grants to the Company its proxy to vote its Class A Membership Rights in accordance with this Section 5.1.

(c) Declining Membership Event.

(i) Each Member (other than AHC who shall have no vote) agrees to vote all Class A 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:

(A) In the case that GHS is the Declining Member, the removal of all GHS Directors from the Board without designating or electing replacements;

(B) In the case that UHC is the Declining Member, the removal of all UHC Directors from the Board without designating or electing replacements; and

(C) In the case that UPH is the Declining Member, the removal of the UPH Universal Director and the UPH Specific Director from the Board without designating or electing replacements.

(ii) Upon a Declining Membership Event, the number of Directors that comprise the Board, any Board class or any Committee, shall be reduced proportionately to account for the removal of Directors pursuant to this Section 5.1(c).

Section 5.2 **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.

(b) Each Director shall serve for a term ending on the date of the third (3rd) annual meeting of its members (as defined in Section 181.0103 of the Wisconsin Statutes) following the annual meeting at which such Director was elected; provided, that the term for Directors in a given class shall expire at the Company's annual meeting of its members (as defined in Section 181.0103 of the Wisconsin Statutes) at which the applicable class term in effect immediately prior to the date hereof would have expired; 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 5.3 **Reserve Powers**.

(a) Supermajority Approval. The vote of a total of six (6) out of the seven (7) GHS Directors, UPH Universal Director and UHC Directors, including the affirmative vote of the UPH Universal Director ("Supermajority Approval") is required for the Company to take action on any of the following items: (i) approval of the sale, merger, membership exchange or consolidation of the Company or the sale of substantially all of its assets, (ii) approval of the voluntary dissolution or liquidation of the Company, (iii) admission of any Person as a member (as defined in Section 181.0103 of the Wisconsin Statutes) of the Company or authorization or issuance, or the obligation of the Company to issue, any Membership Rights, (iv) redemption, retirement or purchase of any Membership Rights (other than in accordance with Section 3.2), (v) declaration or payment of any distribution (except with respect to the Surplus Notes contemplated by Article II), (vi) the approval of any strategic decision (such as entering into a new service area) that would be reasonably expected to cause a reduction of the surplus of the Company below Minimum RBC or the security surplus requirement of the OCI, whichever is greater, (vii) approval of an Capital Call Contribution, (viii) approval of any Transfer of Membership Rights by any Member, (ix) the appointment or removal of an Independent Director, (x) removal and appointment of the Company's principal officers, (xi) adoption of any medical expense or stop loss risk except as may be permitted pursuant to Article IV, (xii) expansion into an Expansion Area (other than in accordance with Section 4.2(a) and as may be

provided in Article IV), (xiii) contracting with specified providers as contemplated by Section 4.2(a)(iii), and (xiv) amending the Company's bylaws or articles of incorporation.

Upon a Declining Membership Event, the definition of "Supermajority Approval" shall be automatically revised without need for further action to exclude any reference to the GHS Directors, UHC Directors or the UPH Universal Director, as applicable, designated in a timely fashion by the Declining Member, and also revised to reduce the threshold by one (1), if UPH is the Declining Member, or three (3), if either GHS or UHC is the Declining Member.

(b) Majority Approval. The vote of six (6) Directors (which shall include and require the vote of at least one (1) UHC Director and one (1) GHS Director) ("Majority Approval") is required for the Company to take action on any of the following items: (i) approval of the Company's annual budget and business plan and any changes thereto, (ii) adoption of vision, mission and values statements and policies consistent with those statements, (iii) approval of administrative or management services arrangements with any Affiliate of GHS, UPH or UHC, (iv) the creation of any Risk Sharing Pool (other than those existing on the date hereof), (v) approval of any capital expenditure that would have a fair market value greater than two percent (2%) of the Company's statutory net worth, (vi) authorization to incur, create, assume or become liable in any manner with respect to any indebtedness that is in excess of three percent (3%) of the Company's statutory net worth, (vii) the determination of a Capital Deficiency, unless such determination is made by the OCI, (viii) the approval of an Annual Operating Plan established by the Company pursuant to Section 4.1(b), and (ix) any other matter requiring Board approval pursuant to applicable Law.

Upon a Declining Membership Event, the definition of "Majority Approval" shall be automatically revised without need for further action to exclude any reference to the GHS Directors, UHC Directors or UPH Directors, as applicable, designated in a timely fashion by the Declining Member, and also revised to reduce the threshold by one (1), if UPH is the Declining Member, or two (2), if either GHS or UHC is the Declining Member.

(c) GHS Approval. In addition to satisfying any applicable requirements of Section 4.2, the written approval of GHS shall be required for the Company to take action on any of the following items: (i) approval of New Product(s) and offerings in the GHS Provider Area, (ii) decisions regarding which health care service providers will be part of the network for the products and offerings in the GHS Provider Area, (iii) approval of target reimbursement levels for the products and offerings in the GHS Provider Area, (iv) approval of risk pool targets for products and offerings in the GHS Provider Area, (v) approval of sales and marketing policies and procedures for products and offerings in the GHS Provider Area, and (vi) recommendation or approval of any material change to the operating policies and procedures of the Company in the GHS Provider Area that differ from the Company's standard operating policies and procedures in other markets.

(d) UHC Approval. In addition to satisfying any applicable requirements of Section 4.2, the written approval of UHC shall be required for the Company to take action on any of the following items: (i) approval of New Product(s) and offerings in the UHC Provider Area, (ii) decisions regarding which health care service providers will be part of the network for the products and offerings in the UHC Provider Area, (iii) approval of target reimbursement

levels for the products and offerings in the UHC Provider Area, (iv) approval of risk pool targets for products and offerings in the UHC Provider Area, (v) approval of sales and marketing policies and procedures for products and offerings in the UHC Provider Area, and (vi) recommendation or approval of any material change to the operating policies and procedures of the Company in the UHC Provider Area that differ from the Company's standard operating policies and procedures in other markets.

(e) UPH Approval. In addition to satisfying any applicable requirements of Section 4.2, the written approval of UPH shall be required for the Company to take action on any of the following items: (i) approval of New Product(s) and offerings in the UPH Provider Area, (ii) decisions regarding which health care service providers will be part of the network for the products and offerings in the UPH Provider Area, (iii) approval of target reimbursement levels for the products and offerings in the UPH Provider Area, (iv) approval of risk pool targets for products and offerings in the UPH Provider Area, (v) approval of sales and marketing policies and procedures for products and offerings in the UPH Provider Area, and (vi) recommendation or approval of any material change to the operating policies and procedures of the Company in the UPH Provider Area that differ from the Company's standard operating policies and procedures in other markets.

(f) AHC Approval. In addition to satisfying any applicable requirements of Section 4.2, the written approval of AHC shall be required for the Company to take action on any of the following actions: (i) approval of New Product(s) and offerings in the AHC Provider Area; (ii) decisions regarding which health care service providers (in addition to AHC's providers) would be part of the network for the products and offerings for Medicare Advantage Products offered by the Company in the AHC Provider Area; (iii) approval of target reimbursement levels for the Advocate Aurora Quartz Medicare Advantage Product; (iv) approval of risk pool targets for products and offerings in the AHC Provider Area; and (v) approval of sales and marketing policies and procedures for the Advocate Aurora Quartz Medicare Advantage Product.

(g) Northeastern Member Approval. In addition to satisfying any applicable requirements of Section 4.2, the written approval of the Northeastern Member assuming risk with respect to an Expanded Northeastern Product shall be required for the Company to take action on any of the following actions, to the extent such action relates to an Expanded Northeastern Product: (i) decisions regarding which health care service providers would be part of the network for such Northeastern Member's Risk Sharing Pool; and (ii) approval of target reimbursement levels for such Northeastern Member's Risk Sharing Pool.

(h) UHC Joint Provider Area Member Approval. In addition to satisfying any applicable requirements of Section 4.2, the written approval of the UHC Joint Provider Area Member assuming risk with respect to an Expanded UHC Joint Provider Area Product shall be required for the Company to take action on any of the following actions, to the extent such action relates to an Expanded UHC Joint Provider Area Product: (i) decisions regarding which health care service providers would be part of the network for such UHC Joint Provider Area Member's Risk Sharing Pool; and (ii) approval of target reimbursement levels for such UHC Joint Provider Area Member's Risk Sharing Pool.

Section 5.4 **Consent of Each Member**. The Members shall not vote Class A Membership Rights to amend the Company's bylaws or articles of incorporation or (with respect to actions reserved to members 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 written or substantially simultaneous consent of each Member to such item has been obtained. The Members shall not vote Class A Membership Rights to limit or amend the Class B Membership Rights under this Agreement.

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
OPERATIONS, CONTRACTING & STRATEGY

Section 7.1 **Operating Strategy**. The Members agree to use the Legacy Owners' existing operating model for the Company with a corporate function to support product strategies overseen by a senior executive responsible for top and bottom line responsibility for each lines of business, including various government programs. Under such operating model, the Sponsoring Health Systems, including possible future partners, will maintain financial responsibility for the population attributed to each in their respective local markets and have input into underwriting decisions affecting the populations they serve. Financial terms and risk arrangements will be negotiated in the relevant service areas in a similar manner to the then current arrangements among the Quartz Entities and the Legacy Owners.

Section 7.2 **Product Quality**. The Members agree that the Quartz Entities shall maintain the same standards of care and customer service that exist as of the date of this Agreement. The overall quality of service will continue to be measured in the following five categories:

(a) Staying healthy and quality improvements,

(b) Managing chronic (long-term) conditions and population health,

(c) Member satisfaction and member experience with the plan,

(d) Satisfaction of the Sponsoring Health Systems, and

(e) Customer and Agent satisfaction.

Section 7.3 **Marketing and Branding**. The Members agree to use the Quartz Entities' brand strategy for the introduction of any health plan products. Specifically, "Advocate Aurora" and "Quartz" will be used in the marketing of the Advocate Aurora Quartz Medicare Advantage Product in the AHC Provider Area and the Parties will enter into trademark, license and other similar arrangements that allow for the use of each Party's name and logo in an agreed upon manner. Each Member agrees that "Quartz", and its related branding strategy, will be used for all health plan products except the Advocate Aurora Quartz Medicare Advantage Product.

Section 7.4 **Employment Matters**. The Members agree to support the Quartz Entities' common vision to recruit and retain top level talent to compete with regional and national competitors in order to grow and develop the products and services that meet the Members' affiliation objectives.

Section 7.5 **Network Composition**. To achieve the vision and growth objectives of the Members for an integrated organization, the Members will have significant input into products that the Company offers and the Company will endeavor to offer products with a focused provider network strategy in the Provider Areas. To that end, the Members agree that:

(a) All participating providers affiliated with Members and under an agreement with the Quartz Entities, shall be treated as a Tier 1 (or the equivalent) provider with the highest level of benefit plan paid for reimbursement of health care services in all products offered unless a Member opts out of Tier 1 status or participation in such product offerings.

(b) The network structure will be responsive to the population health strategies of the Sponsoring Health Systems for attributed patients.

(c) The Members will have broad awareness and influence over the composition of the network in the geographic area of the Members' respective Risk Assumption Agreements.

(d) The Quartz Entities will develop a process to build consensus among the Members regarding the Quartz Entities' products that will meet the market needs and be responsive to the Sponsoring Health Systems in their respective service areas and Risk Assumption Agreements.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.1 **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 8.2 **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 8.3 **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 8.4 **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 8.5 **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 8.6 **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 8.7 **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 8.8 **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 8.9 **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 8.10 **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 8.11 **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 8.12 **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 8.13 **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 8.14 **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 8.15 **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 STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE

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 8.16 **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 Second Amended and Restated Members Agreement as of the date first set forth above.

The Company:

QUARTZ HEALTH PLAN CORPORATION,
a Wisconsin service insurance corporation

By: _____
Terry Bolz, Chief Executive Officer

Address for notice purposes:

Quartz Health Plan Corporation
840 Carolina St
Sauk City, WI 53583-1 374
Attn: General Counsel

With a 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

GHS:

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,
a Wisconsin nonstock corporation

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

Address for notice purposes:

Gundersen Health System
1900 South Avenue, Mail Stop BELL-04
Lacrosse, WI 54601
Attn: General Counsel

UPH:

IOWA HEALTH SYSTEM,
an Iowa nonprofit 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 nonstock 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

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

Quartz Health Solutions, Inc.
840 Carolina St
Sauk City, WI 53583-1374
Attn: General Counsel

AHC:

AURORA HEALTH CARE, INC.,

By: _____
Rick Klein, Chief Business Development Officer, Advocate Aurora Health

Address for notice purposes:

Aurora Health Care, Inc.
c/o Advocate Aurora Health, Inc.
750 W. Virginia St
Milwaukee, WI 53204
Attn: Senior Vice President,
Managed Care Strategy

With copies (which will not constitute notice) to:

Aurora Health Care, Inc.
c/o Advocate Aurora Health, Inc.
750 W. Virginia St
Milwaukee, WI 53204
Attn: Legal Department

Foley & Lardner LLP
777 E. Wisconsin Avenue, Suite 3800
Milwaukee, Wisconsin 53202
Attn: C. Frederick Geilfuss II
Morgan J. Tilleman

EXHIBIT I

SUBSTANTIVE TERMS OF THE PHASE 2 RELATED AGREEMENTS

The Phase 2 Related Agreements will provide for:

- AHC to have the right to select and appoint one member (the "AAH Universal Board Member) of the Board of Directors of each Quartz Entity.

- The affirmative vote of the AAH Universal Board Member being required for the Board of the Quartz Entities to approve (i) the sale, merger, stock exchange, consolidation or the sale of substantially all of the assets of such Quartz Entities, and (ii) the voluntary dissolution or liquidation of such Quartz Entities.

- AHC to have the right to use the Quartz Entities' licenses for commercial products in Brown, Calumet, Kenosha, Manitowoc, Milwaukee, Ozaukee, Sheboygan, Racine, Walworth, Washington, Waukesha and Winnebago counties in Wisconsin and (subject to the terms of the Implementation Agreement, the Risk Based Capital Agreement and the Legacy Owners' expansion rights under the agreements then in force), Cook and Lake Counties in Illinois (the "AAH Counties").

- AHC to have Local Reserve Powers with respect to the Quartz Entities, which will be equivalent to those described in the Legacy Owner agreements then in force.

EXHIBIT J

SUBSTANTIVE TERMS OF THE PHASE 3 RELATED AGREEMENTS

The Phase 3 Related Agreements will provide for the following, in addition to the substantive terms of Phase 2 Related Agreements set forth in Exhibit I:

- AHC to have full membership and equity rights in the Quartz Entities, including the right to select and appoint the AAH Universal Board Member and the right to select and appoint a second member of the Board of each of the Quartz Entities who would be an "Independent Board Member" and who would (and the spouse of whom would) (a) have no current or previous employment, officer position, directorship, consulting or other financially related association (including, but not limited to, any of the following: attorney, tax preparer, auditor, actuary, or a medical or dental provider included within the Quartz provider network) with AAH, GHS, UPH, UHC or any of their respective affiliates, (b) have no current or previous relationship with a competitor of the Quartz Entities, (c) not be a medical, dental or chiropractic provider included within the Quartz Entities' provider networks, and (d) have business or finance related experience. Other regulatory qualifications for such Independent Board Member may apply (such as being an enrollee of QHPC).

- The affirmative vote of the AAH Universal Board Member being required for the Board of any Quartz Entity to take the following actions with respect to such Quartz Entity:

    - approval of the sale, merger, stock exchange, consolidation or the sale of substantially all of the assets of such Quartz Entity,

    - approval of the voluntary dissolution or liquidation of such Quartz Entity,

    - authorization or issuance, or the obligation of such Quartz Entity to issue, any membership or equity interest,

    - redemption, retirement or purchase of any membership or equity interest (other than after complying with the owners' right of first refusal to purchase such interest),

    - approval of any transfer of any membership or equity interests,

    - declaration of payment of any distribution or dividend,

    - approval of any strategic decision (such as entering into a new service area) that would be reasonably expected to cause a reduction of the surplus of a respective health plan below Minimum RBC or the security surplus requirement of the OCI, whichever is greater, where "Minimum RBC" is defined as 325% of risk-based capital (determined pursuant to applicable law, regulation or order),

    - approval of an elective contribution by the owners to any health plan,

- removal of any independent director jointly appointed by the Owners,
- removal and appointment of any principal officers of such Quartz Entity, including President and CEO,
- assumption or adoption of any medical expense or stop loss risk,
- service area expansion into an expansion area,
- contracting with competing providers, which include: Mayo Clinic, HealthPartners, any expansion of service with Mercy Health System (Janesville), Froedert Hospital and Clinics, any expansion of service with SSM Health, Ascension (but only with respect to the AAH Counties), and any of their respective Affiliates, and
- amending any of such Quartz Entity's bylaws or articles of incorporation.

EXHIBIT K

AHC KNOWLEDGE

The persons serving in the following positions or the equivalent position:

- Senior Vice President, Managed Care Contracting (currently, Titus Muzi)
- System Vice President, Payer Analytics (currently, Gary Hovila)
- Vice President, Managed Care Growth (currently, Semyon Shtulberg)
- Chief Business Development Officer (currently, Rick Klein)
- Senior Vice President, Chief Compliance Officer (currently, Michelle Bergholz Frazier)
- Senior Vice President & General Counsel (currently, Rachelle Hart)

EXHIBIT L

QUARTZ KNOWLEDGE

The persons serving in the following positions or the equivalent position:

- President and Chief Executive Officer (currently, Terry Bolz)
- Vice President, Treasurer and Chief Financial Officer (currently, Jim Hiveley)
- Vice President and Chief Strategy Officer (currently, Amie Goldman)
- Vice President and Chief Business Development Officer (currently, Brian Collien)
- Senior Vice President of Finance and Chief Actuary (currently, Kyle Brua)
- Assistant Vice President, Compliance & Government Regulatory Operations (currently, Kelly Skifton)
- Vice President, General Counsel (currently, Christine Senty)