

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

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

WISCONSIN COLLABORATIVE INSURANCE COMPANY

Name of Domestic Insurer

By

ANTHEM, INC., an Indiana corporation, and its subsidiary
CROSSROADS ACQUISITION CORP., a Delaware corporation

Name of Acquiring Person (Applicant)

Filed with the insurance department of **Wisconsin**
(state of domicile of insurer being acquired)

Date: October 27, 2021

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

Karen E. Geiger-Niedfeldt
Managing Associate General Counsel
Anthem, Inc.
2015 Staples Mill Rd.
Richmond, Virginia 23230
Telephone: (804) 354-7293
E-mail: karen.geiger@anthem.com

With a copy to:

Jonathan Tempel
Senior Associate General Counsel, M&A
Anthem, Inc.
220 Virginia Avenue
Indianapolis, Indiana 46204
Telephone: (317) 488-6000
E-mail: jonathan.tempel@anthem.com

Lynn A. Hinrichs
Lewis Rice LLC
600 Washington Ave., Suite 2500
St. Louis, Missouri 63108
Telephone (314) 444-1313
E-mail: lhinrichs@lewisrice.com

Introduction

This Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer (this “Statement”) is submitted by Anthem, Inc., an Indiana corporation (“Anthem”), in connection with the proposed sale by Aurora Health Care, Inc., a Wisconsin non-stock corporation (“Aurora”) of forty-five percent (45%) of the stock of Wisconsin Collaborative Insurance Company, a Wisconsin stock insurance corporation (“WCIC”), to Crossroads Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Anthem (“CAC” or “Applicant”), pursuant to a Stock Purchase Agreement dated October 22, 2021 (the “Purchase Agreement”) as more particularly described below. As of the date of filing of this Statement, CAC currently owns fifty-five percent (55%) of the stock of WCIC. The proposed sale would constitute a change of control of WCIC.

CAC respectfully requests approval from the Commissioner of Insurance of the State of Wisconsin for the acquisition of control described herein, pursuant to Wis. Stat. § 617.11, Wis. Admin. Code § Ins 40.02, and other applicable provisions of the Wisconsin Statutes and the Wisconsin Administrative Code.

ITEM 1. INSURER AND METHOD OF ACQUISITION

State the name and address of the domestic insurer to which this application relates and briefly describe how control is to be acquired.

The name and address of the domestic insurer to which this Statement relates are as follows:

Wisconsin Collaborative Insurance Company
N17 W24340 Riverwood Drive
Waukesha, Wisconsin 53188

The SBS company number of WCIC is 54222083, and its federal employer identification number is 47-5569628. The NAIC Company Code of WCIC is 15929, and it has the Anthem NAIC Group Number of 671.

WCIC is licensed as a domestic health maintenance organization in Wisconsin. WCIC was incorporated on March 31, 2016, and was issued its license to write disability insurance on April 19, 2016.

All of the stock of WCIC owned by Aurora, which is 675,000 shares of Series A Common Stock, par value \$1.00 per share and 675,000 shares of Series B Common Stock, par value \$1.00 per share (collectively, the “Subject Shares”), will be acquired by CAC in accordance with the Purchase Agreement. CAC will, by virtue of the purchase, increase its ownership of WCIC from fifty-five percent (55%) to one hundred percent (100%) of the stock of, and Anthem will, by virtue of the purchase, acquire the sole ultimate control of, WCIC.

A redacted copy of the Purchase Agreement is attached as Exhibit 1, an unredacted version marked “confidential” is being filed separately. The Applicant respectfully requests confidential treatment of the redacted portions of the Purchase Agreement as they contain information that is confidential and proprietary. Specifically, the Applicant requests that: (i) the redacted portions of the Purchase

Agreement be afforded confidential treatment; (ii) the Applicant be notified in advance of any proposed disclosure by the State of Wisconsin Office of the Insurance Commissioner (the “Office”) of such confidential information; and (iii) the Applicant be given a reasonable opportunity to seek a protective order or take other action to prevent or limit any such disclosure.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) State the name and address of the applicant seeking to acquire control over the insurer.

The name and address of the Applicant seeking to acquire control of WCIC are:

Crossroads Acquisition Corp.
220 Virginia Avenue
Indianapolis, Indiana 46204

(b) If the applicant is not an individual, state the nature of its business operations for the past 5 years or for such lesser period as such person and any predecessors thereof shall have been in existence. Briefly describe the business intended to be done by the applicant and the applicant's subsidiaries.

Nature of Business Operations of Anthem

Anthem, through its subsidiaries, including CAC, is a health benefits company in the United States serving approximately 45 million medical members through its affiliated health plans as of September 30, 2021. Anthem is an independent licensee of the Blue Cross and Blue Shield Association, or BCBSA, an association of independent health benefit plans, and serves its members as the Blue Cross and/or Blue Shield licensee for all or portions of fourteen states: California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia and Wisconsin. In a majority of these service areas, Anthem does business as Anthem Blue Cross, Anthem Blue Cross and Blue Shield, and Empire Blue Cross Blue Shield or Empire Blue Cross. Anthem also conducts business through arrangements with other BCBS licensees as well as other strategic partners. Through its subsidiaries, Anthem also serves customers in numerous states and Puerto Rico as AIM Specialty Health, Amerigroup, Aspire Health, Beacon, CareMore, Freedom Health, HealthLink, HealthSun, MMM, Optimum HealthCare, Simply Healthcare, and/or UniCare. Also, Anthem provides pharmacy benefit management (“PBM”) services through our IngenioRx, Inc. (“IngenioRx”) subsidiary. Anthem is licensed to conduct insurance operations in all 50 states, the District of Columbia and Puerto Rico through our subsidiaries.

Anthem believes in working together to achieve its mission of improving lives and communities, simplifying healthcare and expecting more. As Anthem seeks to accomplish these goals through a collaborative focus on execution and delivering for those it serves, Anthem’s vision is to be the most innovative, valuable and inclusive health partner. Anthem focuses on ensuring quality products and services that give members access to the care they need. With an unyielding

commitment to meeting the needs of its diverse customers, Anthem is guided by the following values: leadership, community, integrity, agility and diversity.

Through its subsidiaries, Anthem offers various network-based managed care plans to the large and small employer, individual, Medicaid and Medicare markets. Anthem's managed care plans include preferred provider organizations, health maintenance organizations, point-of-service plans, traditional indemnity plans and other hybrid plans, including consumer-driven health plans, and hospital only and limited benefit products. In addition, Anthem provides an array of managed care services to self-funded customers, including claims processing, stop loss insurance, actuarial services, provider network access, medical cost management, disease management, wellness programs and other administrative services. Anthem also provides specialty and other insurance products and services such as PBM, dental, vision, life and disability insurance benefits, radiology benefit management and analytics-driven personal healthcare. Further, Anthem provides services to the federal government in connection with the Federal Employee Program.

Advances in medical technology, increases in specialty drug costs, increases in hospital expenditures and other provider costs, the aging of the population and other demographic characteristics and the COVID-19 pandemic continue to contribute to rising healthcare costs. Anthem's managed care plans and products are designed to encourage providers and members to participate in quality, cost effective health benefit programs by using the full range of its innovative medical management services, quality initiatives and financial incentives.

Anthem believes it is well positioned to deliver what customers want: innovative, choice-based and affordable products; distinctive service; simplified transactions; and better access to information for quality care.

Anthem believes its local presence, combined with national expertise, creates opportunities for collaborative programs that reward physicians and hospitals for clinical quality and excellence. Anthem feels that its commitment to health improvement and care management provides added value to customers and healthcare professionals.

Anthem believes that practical and sustainable improvements in healthcare must focus on improving healthcare quality while managing costs for total affordability. Anthem has implemented initiatives driving payment innovation and partnering with providers to lower cost and improve the quality of healthcare for its members and continues to develop new and innovative ways to effectively manage risk and engage its members.

In addition, Anthem continues to enhance interactions with customers, providers, brokers, agents, employees and other stakeholders through digital technology and improving internal operations. Anthem's approach includes not only the sales and distribution of health benefits products through digital technology, but also implementing advanced capabilities that improve services benefiting customers, agents, brokers and providers while optimizing administrative costs. These enhancements can also help improve the quality, coordination and safety of healthcare through increased communications between patients and their physicians.

Additional information concerning Anthem's business, history, operating segments, strategies and operating principles, acquisitions and merger history, health benefits products and services, and other matters can be found under the caption "Item 1. Business" in Anthem's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the Securities and Exchange Commission, a copy of which is attached hereto as Exhibit 2, and in the "Notes to Consolidated Financial Statements" in Anthem's most recent Quarterly Report on Form 10-Q for the period ended September 30, 2021, a copy of which is attached hereto as Exhibit 3.

Nature of Business Operations of CAC

CAC is a corporation that was formed and incorporated under Delaware law in 2003. CAC is and has been a wholly owned subsidiary of Anthem since its incorporation. It serves as an acquisition company, and has no other business operations of its own. CAC intends to continue serving as an acquisition company in the future.

(c) Furnish a chart or listing clearly presenting the identities of the interrelationships among the applicant and all affiliates of the applicant. Indicate in such chart or listing the percentage of voting securities of each such person which is owned or controlled by the applicant or by any other such person. If control of any person is maintained other than by the ownership or control of voting securities, indicate the basis of such control. As to each person specified in such chart or listing, indicate the type of organization (e.g., corporation, trust, partnership) and the state of domicile. If court proceedings involving a reorganization or liquidation are pending with respect to any such person, indicate which person, and set forth the title of the court, nature of proceedings and the date when commenced.

The organizational chart attached hereto as Exhibit 4 presents the identities of and the interrelationships among Anthem and its Wisconsin affiliates. Such chart indicates the percentage of voting securities of each entity owned or controlled by Anthem or by any other such entity as well as the type of organization and the state or other jurisdiction of domicile of each entity specified therein. Unless otherwise indicated on such charts or in this Statement, each entity is a corporation and control is maintained by the ownership or control of voting securities. No person directly or indirectly owns, controls, holds with power to vote or holds proxies representing collectively ten percent or more of the voting securities of Anthem. No court proceeding involving a reorganization or liquidation is pending with respect to Anthem or any of its affiliates.

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

On the biographical affidavit, include a third party background check and state the following with respect to (1) the applicant if the applicant is an individual or (2) all persons who are directors, executive officers or owners of 10% or more of the voting securities of the applicant if the applicant is not an individual.

Directors and Executive Officers of CAC

Below is a list of the directors and executive officers of CAC. The business addresses and residence addresses of the directors and executive officers of CAC are stated in the biographical affidavits for such persons.

CAC's Board of Directors currently consists of the members listed below.

Paul Christopher Nobile
Ronald William Penczek
Jay Harry Wagner

CAC is managed by the executive officers listed below.

Paul Christopher Nobile, President
Kathleen Susan Kiefer, Secretary
Vincent Edward Scher, Treasurer
Eric Kenneth Noble, Assistant Treasurer
Karen Elizabeth Geiger-Niedfeldt, Assistant Secretary

Owners of Ten Percent or More of the Voting Securities

No person directly or indirectly owns, controls, holds with power to vote or holds proxies representing collectively ten percent or more of the voting securities of Anthem. Anthem holds, indirectly, one hundred percent of the voting securities of CAC.

Biographical affidavits and completed releases for the individuals identified above, as required by the Office, will be provided under separate cover as soon as they are completed. All biographical affidavits will be marked as "confidential" because they contain personal information. The Applicant requests that: (i) the biographical affidavits be afforded confidential treatment; (ii) the Applicant be notified in advance of any proposed disclosure by the Office of such confidential information; and (iii) the Applicant be given a reasonable opportunity to seek a protective order or take other action to prevent or limit any such disclosure.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Describe the nature, source and amount of funds or other considerations used, or to be used, in effecting the merger or other acquisition of control. If any part of the same is represented or is to be represented by funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding or trading securities, furnish a description of the transaction, the names of the parties thereto, the relationship, if any, between the borrower and the lender, the amounts borrowed or to be borrowed, and copies of all agreements, promissory notes and security arrangements relating thereto.

As provided in the Purchase Agreement, CAC will pay the total purchase price for the Subject Shares (the "Purchase Price") in cash by wire transfer of immediately available funds to Aurora to acquire the remaining forty-five percent (45%) and, thus, become the sole owner, of WCIC. The

Purchase Price is set forth in the Purchase Agreement, a copy of which is being filed in both redacted and confidential unredacted versions as Exhibit 1. The Purchase Price will be paid with available cash on hand; there is no portion of the Purchase Price contingent upon financing.

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

The Applicant performed a customary due diligence investigation and reviewed, among other things, the financial statements, operations and legal documents of WCIC. The basis and terms of the purchase, including the consideration to be paid, resulted from arm's length negotiations between the respective management and representatives of CAC and Aurora. The respective Boards of Directors of the Applicant and Aurora, after due diligence review and analysis under customary valuation techniques, have approved the transaction contemplated by the Purchase Agreement and have determined that the Purchase Agreement and related agreements are advisable and in the best interests of their respective shareholders.

ITEM 5. APPLICANT'S FUTURE PLANS FOR THE INSURER

Describe any plans or proposals which the applicant may have to declare an extraordinary dividend, to liquidate the insurer, to sell the insurer's assets to or merge it with any person or persons or to make any other material change in its business operations or corporate structure or management.

The Applicant has no present plans to cause WCIC to declare any extraordinary dividend, to liquidate WCIC, to sell or pledge WCIC's stock or any of its assets, or to merge or consolidate it with any person or persons. The Applicant intends for WCIC to continue its offering of disability insurance as a health maintenance organization in Wisconsin.

Upon closing, the Board of Directors of WCIC will only consist of the existing Anthem employees on the Board. All Aurora Board members will cease to serve as either a Board of Director or Officer of WCIC.

The day-to-day affairs of WCIC are anticipated to be managed by the executive officers listed below.

Paul Christopher Nobile, President
Jan Persinger, Chief Executive Officer
Kathleen Susan Kiefer, Secretary
Vincent Edward Scher, Treasurer
Jennifer Lynn Forsythe, Assistant Secretary

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

State the number of shares of the insurer's voting securities which the applicant, its affiliates and any person listed in Item 3 plan to acquire; and the terms of the offer, request, invitation, agreement or acquisition; and a statement as to the method by which the fairness of the proposal was arrived at.

WCIC has 1,500,000 shares of Series A Common Stock, par value \$1.00 per share issued and outstanding, and 1,500,000 shares of Series B Common Stock, par value \$1.00 per share issued and outstanding, fifty-five percent (55%) of which are owned and held by CAC as of the date of filing this Statement. Pursuant to the Purchase Agreement and at the closing, CAC proposes to acquire the remaining forty-five percent (45%) of the issued and outstanding units of each of Series A Common Stock and Series B Common Stock of WCIC and, thereby, beneficially acquire sole control of WCIC. The Applicant and Aurora, with the assistance of their respective representatives and under the direction of their respective Boards of Directors determined the nature and amount of the Purchase Price, and the other terms and conditions of the proposed transaction, through arm's length negotiations. As described above, a copy of the Purchase Agreement is being filed in both redacted and confidential unredacted versions as Exhibit 1.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

State the amount of each class of any voting security of the insurer which is beneficially owned or concerning which there is a right to acquire beneficial ownership by the applicant, its affiliates or any person listed in Item 3.

Except as provided in the Purchase Agreement, there are no voting securities of any class or equity interests of WCIC that are beneficially owned or concerning which there is a right to acquire beneficial ownership by the Applicant, its affiliates or any person listed in Item 3.

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

Give a full description of any contracts, arrangements or understandings with respect to any voting security of the insurer in which the applicant, its affiliates or any person listed in Item 3 is involved, including but not limited to transfer of any of the securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits, or the giving or withholding of proxies. Such description shall identify the persons with whom the contracts, arrangements or understandings have been entered into.

Except as provided in the Purchase Agreement, there are no contracts, arrangements or understandings with respect to any voting security or equity interest of WCIC in which the Applicant, its affiliates or any person listed in Item 3 is involved, including any transfer of any securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits, or the giving or withholding of proxies.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

Describe any purchases of any voting securities of the insurer by the applicant, its affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this statement. Include in the description the dates of purchase, the names of the purchasers, and

the consideration paid or agreed to be paid therefor. State whether any shares so purchased are hypothecated.

There have been no purchases of any voting securities of WCIC by the Applicant, its affiliates or any person listed in Item 3 during the twelve calendar months preceding the filing of this Statement.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

Describe any recommendations to purchase any voting security of the insurer made by the applicant, its affiliates or any person listed in Item 3, or by anyone based upon interviews or at the suggestion of the applicant, its affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this statement.

There have been no recommendations to purchase any voting security of WCIC made during the twelve calendar months preceding the filing of this Statement by the Applicant, its affiliates or any person listed in Item 3, or by any other person based on interviews or at the suggestion of the Applicant, its affiliates or any person listed in Item 3.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

Describe the terms of any agreement, contract or understanding made with any broker - dealer as to solicitation of voting securities of the insurer for tender and the amount of any fees, commissions or other compensation to be paid to broker-dealers with regard thereto.

There have been no agreements, contracts or understandings made with any broker-dealer as to solicitation of voting securities of WCIC for tender.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) Pursuant to s. 601.42, Stat., financial statements, exhibits, and three-year financial projections of the insurer(s) shall be attached to this statement as an appendix, but list under this item the financial statements and exhibits so attached.

Purchase Agreement dated as of October 22, 2021, by and between Aurora and CAC	<u>Exhibit 1</u> (confidential)
Annual Report on Form 10-K of Anthem for the year ended December 31, 2020, filed with the Securities and Exchange Commission (“SEC”) (includes audited financial statements for 2020 and 2019)	<u>Exhibit 2</u>
Quarterly Report on Form 10-Q of Anthem for the period ended September 30, 2021 filed with the SEC	<u>Exhibit 3</u>
Organizational charts for Anthem and its Wisconsin affiliates	<u>Exhibit 4</u> (confidential)
Annual Report on Form 10-K of Anthem for the year ended December 31, 2019, filed with the Securities and Exchange Commission (includes audited financial statements for 2019 and 2018)	<u>Exhibit 5-A</u>
Annual Report on Form 10-K of Anthem for the year ended December 31, 2018, filed with the SEC (includes audited financial statements for 2018 and 2017)	<u>Exhibit 5-B</u>
Annual Report on Form 10-K of Anthem for the year ended December 31, 2017, filed with the SEC (includes audited financial statements for 2017 and 2016)	<u>Exhibit 5-C</u>
Three-Year Financial Projections of WCIC (submitted confidentially under separate cover)	<u>Exhibit 6</u> (confidential)
2020 Summary Annual Report of WCIC	<u>Exhibit 7-A</u>
2019 Summary Annual Report of WCIC	<u>Exhibit 7-B</u>

(b) The financial statements shall include the annual financial statements of the persons identified in Item 2 (c) for the preceding 5 fiscal years (or for such lesser period as such applicant and its affiliates and any predecessors thereof shall have been in existence), and similar information covering the period from the end of such person's last fiscal year, if the information is available. The statements may be prepared either on an individual basis or, unless the commissioner otherwise requires, on a consolidated basis if consolidated statements are prepared in the usual course of business. The annual financial statements of

the applicant shall be accompanied by the certificate of an independent public accountant to the effect that such statements present fairly the financial position of the applicant and the results of its operations for the person's last fiscal year, in conformity with generally accepted accounting principles or with requirements of insurance or other accounting principles prescribed or permitted under law. If the applicant is an insurer which is actively engaged in the business of insurance, the financial statements need not be certified, provided they are based on the annual statement of the person filed with the insurance department of the person's state of domicile and are in accordance with the requirements of insurance or other accounting principles prescribed or permitted under the law and regulations of the state.

The above financial statements include the annual financial statements of the Anthem for the preceding five fiscal years.

(c) File as exhibits copies of all tender offers for, requests or invitations for, tenders of, exchange offers for, and agreements to acquire or exchange any voting securities of the insurer and (if distributed) of additional soliciting material relating thereto, any proposed employment, consultation, advisory or management contracts concerning the insurer, annual reports to the stockholders of the insurer and the applicant for the last 2 fiscal years, and any additional documents or papers required by form A or ss. Ins 40.11 and 40.13, Wis. Adm. Code.

Except as provided in the Purchase Agreement, there are no tender offers for, requests or invitations for, tenders of, exchange offers for, or agreements to acquire or exchange any voting securities of WCIC nor any additional soliciting material relating thereto, any proposed employment, consultation, advisory or management contracts concerning WCIC. The annual reports to the stockholders of WCIC for the last two fiscal years are attached hereto as Exhibits 7-A and 7-B.

ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT

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

To the extent required, CAC agrees to provide, to the best of its knowledge and belief, the information required by Form F within fifteen (15) days after the end of the month in which the acquisition of control occurs and annually thereafter so long as control exists or upon request as necessary for the Commissioner to evaluate enterprise risk of WCIC, unless otherwise ordered by the Commissioner.

ITEM 14. SIGNATURE AND CERTIFICATION

Signature and certification required as follows:

SIGNATURE

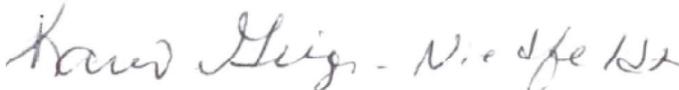
Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, Crossroads Acquisition Corp. has caused this application to be duly signed on behalf of the Applicant in the city of Indianapolis and state of Indiana on the day of October 27, 2021.

(SEAL)

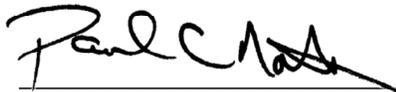
Name of Applicant:
Crossroads Acquisition Corp.

BY 
Paul C. Nobile, President

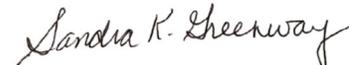
Attest:


Karen E. Geiger-Niedfeldt, Assistant Secretary

The undersigned deposes and says that he has duly executed the attached application dated October 27, 2021, for and on behalf of Crossroads Acquisition Corp. that he is the President of such company and Crossroads Acquisition Corp. that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Paul C. Nobile, President

Subscribed and sworn to this 27th day of October, 2021.

Notary Public Sandra K. Greenway 

My commission expires on May 7, 2025

EXHIBIT 1

PURCHASE AGREEMENT

CONFIDENTIAL

See attached.

**AURORA HEALTH CARE, INC. AND
CROSSROADS ACQUISITION CORP.**

**WISCONSIN COLLABORATIVE INSURANCE COMPANY
STOCK PURCHASE AGREEMENT**

Dated October 22, 2021

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of October 22, 2021, is entered into among **AURORA HEALTH CARE, INC.**, a Wisconsin non-stock corporation ("Aurora"), and **CROSSROADS ACQUISITION CORP.**, a Delaware corporation ("CAC").

RECITALS

A. As of the date hereof, CAC and Aurora each are shareholders of **WISCONSIN COLLABORATIVE INSURANCE COMPANY**, a Wisconsin stock insurance corporation (the "HMO").

B. Aurora desires to sell to CAC, and CAC desires to purchase from Aurora, all right, title and interest of Aurora in and to 675,000 shares of Series A Common Stock, par value \$1.00 per share ("Series A Common Shares"), and 675,000 shares of Series B Common Stock, par value \$1.00 per share ("Series B Common Shares") of the HMO (collectively, the Series A Common Shares and Series B Common Shares, the "Subject Shares").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

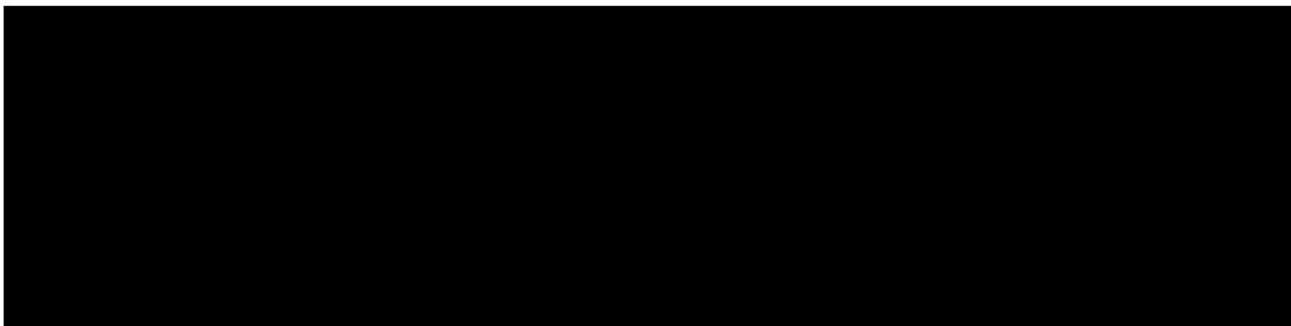
ARTICLE I Defined Terms

Capitalized terms used herein and not otherwise defined shall have the meanings set forth on Exhibit A hereto.

ARTICLE II Purchase of Shares

Section 2.1. Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, at the Closing, CAC hereby agrees to purchase from Aurora, and Aurora hereby agrees to sell, transfer and convey to CAC, all right, title and interest of Aurora in and to the Subject Shares.

Section 2.2. Purchase Price.





Section 2.3. Closing. The closing contemplated by this Agreement for the purchase of the Subject Shares and the payment of the Purchase Price shall take place on the second (2nd) Business Day after the date upon which all regulatory approvals and/or government approvals required to be received by each Party in connection with this transaction have been received (and each Party shall cooperate and take all reasonable actions necessary or desirable to promptly obtain all such regulatory and/or governmental approvals) or on such other date as may be agreed upon by the Parties (the “Closing”). The Parties currently anticipate the Closing to take place on December 31, 2021. All deliveries and payments required to be made at the Closing shall be deemed to have been made simultaneously, and no such deliveries or payments shall be deemed completed and no document, instrument or certificate shall be deemed to have been delivered until all such deliveries and payments are made and all documents delivered. The Closing shall be consummated by exchanging documents via e-mail or overnight courier as determined by the Parties and shall be

contingent upon the receipt by each Party of the deliverables of the other Party as set forth in Section 2.4 of this Agreement.

Section 2.4. Closing Deliveries.

(a) At the Closing, Aurora shall deliver, or cause to be delivered to CAC, (i) an appropriate stock power evidencing the transfer of the Subject Shares; (ii) duly executed resignations of each member of the board of directors of the HMO and each officer of the HMO (including without limitation the Chairman of the Board), who in each case was designated, appointed and/or nominated by Aurora; (iii) original versions (or, if unavailable, copies) of all books and records of the HMO, in any form, in Aurora's possession or within its control; (iv) evidence that all necessary regulatory and/or government approvals required to be received by Aurora in connection with this transaction have been received; and (v) such other documents as may reasonably be requested by CAC.

(b) At the Closing, CAC shall deliver, or cause to be delivered, to Aurora: (i) the Purchase Price; (ii) evidence that all necessary regulatory and/or government approvals required to be received by the HMO and CAC in connection with this transaction have been received; and (iii) such other documents as may be reasonably requested by Aurora.

(c) At the Closing, each Party shall deliver to the other Party termination agreements or acknowledgements (each in a form reasonably acceptable to both Parties) duly executed by such Party and, as applicable, its affiliates, with respect to the following agreements (to the extent such party or its affiliates is a party thereto): (i) that certain Shareholder Agreement dated as of April 13, 2016 by and among Aurora, CAC and the HMO (the "Shareholder Agreement") (provided, that, for the avoidance of confusion, those provisions set forth in Section 7.2(b) of the Shareholder Agreement that survive the termination of the Shareholder Agreement shall survive such termination); (ii) that certain Collaboration Agreement dated as of November 18, 2015 by and between Aurora and CAC; (iii) that certain Reciprocal Antitrust Indemnity Agreement dated as of April 13, 2016 by and among Aurora, CAC and Anthem, Inc., an Indiana corporation and an affiliate of CAC ("Anthem"); (iv) that certain Administrative Services Agreement dated April 15, 2016 by and among Aurora, Anthem and the HMO (provided, that all provisions of such agreement, which, by their nature, are to be performed or complied with after the expiration or termination of such agreement including, without limitation, Sections 10, 13 and 14, survive the expiration or termination of such agreement); (v) that certain Trademark/Service Mark License Agreement dated as of April 13, 2016 by and between Aurora and the HMO (provided, that all provisions of such agreement, which, by their nature, are to be performed or complied with after the expiration or termination of such agreement including, without limitation, Section 4.05 and Article V, survive the expiration or termination of such agreement); and (vi) that certain In Force Business Transfer Agreement dated as of 2017 by and between Compcare Health Services Insurance Corporation, a Wisconsin stock insurance corporation and an affiliate of CAC, and the HMO. For clarity's sake, neither Party shall be obligated by this Agreement to terminate the AAH ASO Agreement which the Parties intend to remain in full force and effect after the Closing.

Section 2.5. Other Agreements.

(a) From and after the date hereof until the earlier of the Closing Date or the termination of this Agreement by the mutual consent of the Parties, the Parties shall cause the HMO to conduct its business in the ordinary and regular course in materially the same manner as heretofore conducted.

(b) On or prior to the Closing, CAC and Aurora shall use commercially reasonable efforts to amend the provider agreement between Aurora and the HMO to account for the following issues: (i) the design of the Blue Priority Network; (ii) clinical coordination; (iii) programs and provider panels; and (iv) such other terms as the Parties may agree.

(c) The Parties acknowledge and agree that the Purchase Price has been determined on the assumption that the Subject Shares constitute all of Aurora's right, title and interest in and to the equity of the HMO (including any options, warrants or similar rights), and as such, the Purchase Price is intended to represent full consideration for all such rights and interests of Aurora. In the event that it is hereafter determined that Aurora owns (or owned as of the Closing) any shares of capital stock (or any options, warrants or similar rights in the equity of the HMO), Aurora shall promptly notify CAC and shall take all such actions as are necessary or reasonably desirable to transfer such capital stock or other rights to CAC for no additional consideration.

ARTICLE III Representations and Warranties

Section 3.1. By Aurora. Aurora hereby represents and warrants to CAC that:

(a) Aurora is a non-stock corporation duly organized, validly existing and in active status under the laws of the State of Wisconsin.

(b) All corporate actions required by Aurora to execute, deliver, and perform this Agreement and all other agreements of Aurora contemplated hereby have been taken and no other corporate approvals or authorizations of Aurora are necessary. The execution and delivery of this Agreement and all other agreements of Aurora contemplated hereby, and the performance by Aurora of its obligations contained herein and therein, have been duly approved by all necessary corporate action of Aurora, and no other corporate approvals or authorizations of Aurora are necessary.

(c) Aurora is the record and beneficial owner of, and has good and valid title to, all of the issued and outstanding shares of capital stock included in the Subject Shares, free and clear of all liens and encumbrances. The Subject Shares constitute all of the issued and outstanding shares in the HMO held by Aurora. Aurora does not own or hold any options, warrants, or any similar rights with respect to the equity of the HMO.

(d) Aurora has not incurred, nor made any commitments for, any brokerage, finders' or similar fee(s) in connection with the transaction contemplated by this Agreement.

(e) This Agreement and all other agreements of Aurora contemplated hereby are or, upon the execution thereof, will be the valid and binding obligations of Aurora enforceable against

Aurora in accordance with their terms. Aurora's execution, delivery and performance of this Agreement and all other agreements of Aurora contemplated hereby shall not result in any breach of or conflict with any of the terms, conditions or provisions of Aurora's Articles of Incorporation or Bylaws or any agreement, indenture, mortgage, lease or other instrument to which Aurora is a party or by which Aurora is bound.

(f) To Aurora's knowledge, there is no litigation, governmental investigation or other proceeding, including, but not limited to, any such proceeding relating to or arising under any Applicable Law (any of the forgoing, a "Proceeding"), pending or threatened relating to the Subject Shares, the HMO or the transaction contemplated by this Agreement.

Section 3.2. By CAC.

(a) CAC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) All corporate actions required by CAC to execute, deliver, and perform this Agreement and all other agreements of CAC contemplated hereby have been taken and no other corporate approvals or authorizations of CAC are necessary. The execution and delivery of this Agreement and all other agreements of CAC contemplated hereby, and the performance by CAC of its obligations contained herein and therein, have been duly approved by all necessary corporate action of CAC, and no other corporate approvals or authorizations of CAC are necessary.

(c) CAC has not incurred, nor made any commitments for, any brokerage, finders' or similar fee(s) in connection with the transaction contemplated by this Agreement.

(d) This Agreement and all other agreements of CAC contemplated hereby are or, upon the execution thereof, will be the valid and binding obligations of CAC enforceable against CAC in accordance with their terms. CAC's execution, delivery and performance of this Agreement and all other agreements of CAC contemplated hereby shall not result in any breach of or conflict with any of the terms, conditions or provisions of CAC's Articles of Incorporation or Bylaws or any agreement, indenture, mortgage, lease or other instrument to which CAC is a party or by which CAC is bound.

(e) To CAC's knowledge, there is no Proceeding pending or threatened relating to the HMO or that would impair CAC's ability to enter into or consummate the transaction contemplated by this Agreement.

ARTICLE IV Miscellaneous

Section 4.1. Notifications. Except as otherwise provided in this Agreement, any notice, request, or other communication (collectively, a "Notice") required or permitted hereunder must be in writing and either delivered personally, sent by certified or registered mail (in either case, postage prepaid, return receipt requested), sent by facsimile or email (in either case, with confirmation of transmission and delivery of a copy of the Notice by recognized overnight delivery service) or sent by recognized overnight delivery service. A Notice must be addressed to a Party at the Party's last known address (or facsimile number or email address) on the records of the HMO. A Notice will

be effective, and any applicable time period shall commence: (a) when received or refused by the person to whom it is to be delivered if delivered personally, (b) three (3) Business Days after mailing if sent by mail, (c) upon delivery of the facsimile or e-mail, if sent by facsimile or email, or (d) when received or refused if sent by recognized overnight delivery service. Any Party may designate, by Notice to all of the others, substitute addresses or addressees for Notices; and, thereafter, Notices are to be directed to those substitute addresses or addressees.

Section 4.2. Specific Performance. The Parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any Party who may be injured (in addition to any other rights and remedies that may be available to such Person under this Agreement, any other agreement or under any Law) shall be entitled (without posting a bond or other security) to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

Section 4.3. Amendment. This Agreement may be amended, modified or supplemented from time to time only by a written instrument approved by each of the Parties.

Section 4.4. Submission to Jurisdiction; Waiver of Jury Trial.

(a) **Submission to Jurisdiction.** EACH OF THE PARTIES HERETO SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN MILWAUKEE, WISCONSIN IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, AGREES THAT ALL CLAIMS IN RESPECT OF THE ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND AGREES NOT TO BRING ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT IN ANY OTHER COURT. EACH OF THE PARTIES WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO. EACH PARTY AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR ANY OTHER PROCESS THAT MIGHT BE SERVED IN ANY ACTION OR PROCEEDING MAY BE MADE ON SUCH PARTY BY SENDING OR DELIVERING A COPY OF THE PROCESS TO THE PARTY TO BE SERVED AT THE ADDRESS OF THE PARTY AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 4.1. NOTHING IN THIS SECTION 4.4, HOWEVER, SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING SO BROUGHT SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) **Waiver of Jury Trial.** EXCEPT TO THE EXTENT PROHIBITED BY PROVISIONS OF APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY IRREVOCABLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY

JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.4(b) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 4.5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the Exhibit hereto will be governed by the internal law, and not the law of conflicts, of the State of Wisconsin.

Section 4.6. Notice to Parties of Provisions. By executing this Agreement, each Party acknowledges that it has actual notice of (a) all of the provisions hereof, and (b) all of the provisions of the Organizational Documents.

Section 4.7. Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document, or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. The use of the words “or,” “either,” and “any” shall not be exclusive. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

Section 4.8. Severability. Each provision hereof shall be considered separable. The invalidity or unenforceability of any provisions hereof in any jurisdiction shall not affect the validity, legality or enforceability of the remainder hereof in such jurisdiction or the validity, legality or enforceability hereof, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by Applicable Law. If, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future Law, such invalidity shall not impair or affect the other provisions herein.

Section 4.9. Counterparts. This Agreement may be executed in two or more counterparts, each

of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

Section 4.10. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and permitted assigns. No Party may assign its rights or obligations under this Agreement without the prior written consent of both Parties, and any attempted assignment without such consent shall be void and without legal effect.

Section 4.11. Entire Agreement. This Agreement embodies the complete agreement and understanding among the Parties and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person, other than the Parties, any rights or remedies hereunder.

Section 4.12. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 4.13. Delivery by Facsimile. This Agreement and each other agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party or to any such agreement or instrument, each other Party or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature) as a defense to the formation or enforceability of a contract and each such Party forever waives any such defense.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Stock Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CROSSROADS ACQUISITION CORP.

AURORA HEALTH CARE, INC.



10/22/2021

By: 
Print Name: Paul C. Nobile
Title: President

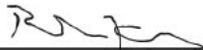
By: 
Print Name: Rick Klein
Title: Chief of Business Development

EXHIBIT A
Definitions

“Agreed Upon Principles” has the meaning set forth in Section 2.2(b)(ii)a.

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

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any regulatory or governmental authority, (b) any consents or approvals of any regulatory or governmental authority and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any regulatory or governmental authority.

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

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Wisconsin are authorized or required to close.

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

“Closing” has the meaning set forth in Section 2.3.

“Dispute” has the meaning set forth on Exhibit B.

“Dispute Notice” has the meaning set forth in Section 2.2(b)(ii)c.

“Executive(s)” has the meaning set forth on Exhibit B.

“Escalation to Executive Notice” has the meaning set forth on Exhibit B.

“Escalation to Mediation Date” has the meaning set forth on Exhibit B.

“HMO” has the meaning set forth in the recitals.

“Notice” has the meaning set forth in Section 4.1.

“Organizational Documents” means the Bylaws and the Articles of Incorporation of the HMO.

“Paid In Capital Amount” means Aurora’s proportionate 45% share of the total amount of paid in capital contributed by all Parties to the HMO as of December 31, 2021.

“Party” or “Parties” means Aurora and/or CAC.

“Person” means an individual and a corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Proceeding” has the meaning set forth in Section 3.1(g).

“Purchase Price” has the meaning set forth in Section 2.2.

“Retained Earnings Amount” means Aurora’s proportionate 45% share of the amount of retained earnings of the HMO as of December 31, 2021, determined in accordance with the Agreed Upon Principles as described in Section 2.2(b)(ii).

“Retained Earnings Statement” has the meaning set forth in Section 2.2(b)(ii)b.

“Review Period” has the meaning set forth in Section 2.2(b)(ii)c.

“Subject Shares” has the meaning set forth in the recitals.

EXHIBIT B
Dispute Resolution Provisions

- (a) **Exclusive Dispute Resolution Mechanism.** The Parties shall resolve any dispute related to the calculation of the Retained Earnings Amount (a “Dispute”) under the provisions of this Exhibit B. The procedures set forth in herein shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.
- (b) **Negotiations.** The Parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within twenty (20) Business Days after receipt of the Dispute Notice, any Party may, by written Notice to the other Party (“Escalation to Executive Notice”), refer such Dispute to the executives of the Parties as set forth below (or to such other person of equivalent or superior position designated by such Party in a written Notice to the other Party, “Executive(s)”).

Executive of Aurora:

Richard Klein
Chief Business Development Officer
Advocate Aurora Health, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
E-mail: Richard.Klein@aah.org

Executive of CAC:

Paul Nobile
President
N17 W24340 Riverwood Drive
Pewaukee, WI 53188
E-mail: Paul.Nobile@anthem.com

If the Executives cannot resolve any Dispute during the time period ending thirty (30) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the “Escalation to Mediation Date”), any Party may initiate mediation as set forth in Section (c) below.

- (c) **Mediation.** Subject to Section (b) above, the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. The Parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the

Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- (d) **Litigation as a Final Resort.** If the Parties cannot resolve for any reason, including, but not limited to, the failure of any Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within thirty (30) calendar days after the Escalation to Mediation Date, any Party may file suit in a court of competent jurisdiction in accordance with the provisions of the Agreement.

EXHIBIT 2

Annual Report on Form 10-K of Anthem for the year ended December 31, 2020

See attached.

EXHIBIT 3

Quarterly Report on Form 10-Q of Anthem for the period ended September 30, 2021

See attached.

EXHIBIT 4

Organizational Chart

CONFIDENTIAL

See attached.

EXHIBIT 5-A

Annual Report on Form 10-K of Anthem for the year ended December 31, 2019

See attached.

EXHIBIT 5-B

Annual Report on Form 10-K of Anthem for the year ended December 31, 2018

See attached.

EXHIBIT 5-C

Annual Report on Form 10-K of Anthem for the year ended December 31, 2017

See attached.

EXHIBIT 6
FINANCIAL PROJECTIONS
CONFIDENTIAL

(\$ in thousands, except PMPM)	Year Ending December 31,								
	<u>2016A</u>	<u>2017A</u>	<u>2018A</u>	<u>2019A</u>	<u>2020A</u>	<u>2021E</u>	<u>2022E</u>	<u>2023E</u>	<u>2024E</u>
Revenue Assumptions									
Ending Membership - Fully Insured	0	0	12,913	12,346	13,348	12,780	13,759	14,447	15,169
% Y/Y Growth				(4.4%)	8.1%	(4.3%)	7.7%	5.0%	5.0%
Ending Membership - ASO House	0	49,798	51,013	51,724	53,694	53,694	53,807	54,345	54,888
% Y/Y Growth			2.4%	1.4%	3.8%	-	0.2%	1.0%	1.0%
Ending Membership - ASO Other	0	18,032	19,038	20,990	17,036	20,281	24,357	24,845	25,342
% Y/Y Growth			5.6%	10.3%	(18.8%)	19.0%	20.1%	2.0%	2.0%
Ending Membership - Total	0	67,830	82,964	85,060	84,078	86,755	91,923	93,636	95,399
% Y/Y Growth			22.3%	2.5%	(1.2%)	3.2%	6.0%	1.9%	1.9%
Member Months - Fully Insured	0	0	120,962	148,844	159,056	149,359	140,750	141,029	148,081
% Y/Y Growth				23.1%	6.9%	(6.1%)	(5.8%)	0.2%	5.0%
Member Months - ASO House	0	588,953	604,963	619,811	635,529	635,529	645,681	648,909	655,399
% Y/Y Growth			2.7%	2.5%	2.5%	-	1.6%	0.5%	1.0%
Member Months - ASO Other	0	178,097	224,206	255,816	212,270	251,120	290,914	295,213	301,117
% Y/Y Growth			25.9%	14.1%	(17.0%)	18.3%	15.8%	1.5%	2.0%
Member Months - Combined	0	767,050	950,131	1,024,471	1,006,855	1,036,008	1,077,345	1,085,151	1,104,596

EXHIBIT 7-A

2020 Summary Annual Report of WCIC

See attached.

EXHIBIT 7-B

2019 Summary Annual Report of WCIC

See attached.