

EXCHANGE AGREEMENT

by and between

GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.,

UNIVERSITY HEALTH CARE, INC.

and

IOWA HEALTH SYSTEM

Dated as of April 6, 2017

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EXCHANGE AGREEMENT

This **EXCHANGE AGREEMENT** (this “Agreement”), dated as of April 6, 2017, is by and between Gundersen Lutheran Health System, Inc., a Wisconsin non-profit corporation (“GHS”), University Health Care, Inc., a Wisconsin non-profit member corporation f/k/a University Health Resources, Inc. (“UHC” and together with GHS, the “Platform Owners”) and Iowa Health System d/b/a UnityPoint Health, an Iowa non-profit corporation (“UPH”). GHS, UHC and UPH 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, the Platform Owners own all of the capital stock of Quartz Health Solutions, Inc. (f/k/a SPWI TPA, Inc. and d/b/a Quartz), a Wisconsin for-profit corporation organized under Chapter 180 of Wisconsin Statutes (“Quartz”) that is authorized to do business in Wisconsin and is an employee benefit plan administrator licensed and in good standing with the OCI;

WHEREAS, the Platform Owners own all of the capital stock of Unity Health Plans Insurance Corporation, a Wisconsin stock insurance corporation organized under Chapter 611 of the Wisconsin Statutes (“Unity”) that is authorized to do business in Wisconsin and engages in the business of health insurance;

WHEREAS, the Platform Owners are the only members of Gundersen Health Plan, Inc., a Wisconsin non-stock service insurance corporation organized under Chapter 613 of the Wisconsin Statutes (“GHP” and together with Quartz and Unity, the “Platform Entities”) that is authorized to do business in Wisconsin and Iowa and engages in the business of health insurance;

WHEREAS, UPH owns all of the capital stock of Physicians Plus Insurance Corporation, a Wisconsin insurance corporation organized under Chapter 611 of the Wisconsin Statutes (“PPIC”) that is authorized to do business in Wisconsin and engages in the business of health insurance;

WHEREAS, the Parties desire to consummate the transactions contemplated in this Agreement which shall result in (a) each Party owning a certain number of Membership Rights of GHP, (b) each Party owning a certain number of shares of common stock of Quartz Holding Company, a newly formed Wisconsin for-profit corporation (“HoldCo”), (c) HoldCo being the sole owner of all issued and outstanding capital stock of Quartz and PPIC, and (d) PPIC being the sole owner of all issued and outstanding capital stock of Unity, in each case, on the terms and conditions set forth herein; and

WHEREAS, the Parties will promptly file a Form A (Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer) with respect to the transactions contemplated hereby with the Office of the Commissioner of Insurance for the State of

Wisconsin (“OCI”) and the Department of Health for the State of Minnesota (“DOH”) following the date hereof.

TERMS AND CONDITIONS:

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.
EXCHANGE**

1.1 Exchange at Closing.

(a) Not less than five (5) days prior to the Closing Date the Platform Owners shall deliver to UPH the financial statements of the Platform Entities for the calendar quarter ending December 31, 2016 (or, if available, the audited financial statements of the Platform Entities for the calendar year ending December 31, 2016) that have been prepared in good faith in accordance with SAP or MN SAP, as applicable, are consistent in all material respects with the books, records and accounts of the Platform Entities and contain the information required to calculate Closing Platform Capital and Surplus (the “Platform Closing Balance Sheet”) together with records and work papers necessary to compute and verify the information set forth in the balance sheet contained therein.

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Closing of Exchange. Subject to the satisfaction of the conditions set forth in Article VII, the consummation of the Exchange and the other transactions contemplated by this Agreement (the “Closing”) shall take place on a date within three (3) Business Days following

the date of satisfaction of all conditions to Closing or waiver thereof by the applicable Party; or if the Parties mutually agree in writing on a different date, the date upon which they have mutually agreed, at 10:00 A.M., local time, at the offices of McDermott Will & Emery LLP, 333 Avenue of the Americas, Suite 4500, Miami, Florida 33131, or such other place to which the Parties may agree in writing (the applicable date being the “Closing Date”).

1.3 Post-Closing Exchange Adjustment.

(a) Promptly after they become available, (i) the Platform Owners shall deliver to UPH and the Chief Financial Officer of Quartz (or such other financial officer as agreed to by the Parties) the Audited Platform 2016 Financial Statements, and (ii) UPH shall deliver to the Platform Owners and the Chief Financial Officer of Quartz (or such other financial officer as agreed to by the Parties) the Audited PPIC 2016 Financial Statements. Promptly after the RI-RA Payments Report becomes available to the public (but no later than thirty (30) days after such time), the Parties shall cause the Chief Financial Officer of Quartz (or such other financial officer as agreed to by the Parties) to deliver to the Parties his or her good faith calculation of Audited Adjusted PPIC Capital and Surplus and Audited Adjusted Platform Capital and Surplus, in each case together with supporting information therefore.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE II.
REPRESENTATIONS AND WARRANTIES CONCERNING PPIC**

UPH hereby represents and warrants to the Platform Owners 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 Closing Date, except that each such statement is qualified by and subject to the Schedules delivered to the Platform Owners by UPH pursuant to the terms of this Agreement:

2.1 Due Organization. PPIC (a) has been duly incorporated and organized as a for-profit corporation 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 good standing under the Laws of the State of Wisconsin. Except as set forth on Schedule 2.1, PPIC is not required to be qualified to do business as a foreign corporation in any jurisdiction. Schedule 2.1 sets forth those states in which PPIC is eligible to engage in the business of health insurance.

2.2 Consents and Approvals. Except for: (a) applicable requirements of state securities or blue sky Laws; (b) the consents, waivers, approvals, notices or authorizations under the Material PPIC Contracts; and (c) the consents, waivers, approvals, notices or authorizations of those Persons set forth on Schedule 2.2, 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 by PPIC in connection with the execution, delivery and performance of this Agreement and the Related Agreements.

2.3 Conflicts.

(a) The execution and delivery of this Agreement and the Related Agreements (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 PPIC, or any material judgment, order or decree of any Governmental Authority binding on PPIC, and (ii) assuming the requirements, consents and approvals set forth in Section 2.2 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 2.3(b), the execution and delivery of this Agreement and the Related Agreements 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 PPIC under, any Permit or Material PPIC Contract to which PPIC is a party or by which PPIC is bound or to which any assets or properties of PPIC is subject.

2.4 Capitalization. On the date hereof and immediately prior to the Exchange, UPH is the sole shareholder of PPIC. The capital stock of PPIC to be contributed to HoldCo pursuant to Section 6.14 will be 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 PPIC. Upon the consummation of the transactions contemplated by this Agreement, HoldCo will be the only stockholder of PPIC. Except as set forth on Schedule 2.4, there are no outstanding options, warrants or other rights to acquire or be issued, or that are convertible into or exercisable for, any shareholder rights of PPIC. There are no phantom stock rights, income participations or similar rights in existence with respect to PPIC.

2.5 Subsidiaries. PPIC has no Subsidiaries. PPIC does not control or own of record, beneficially or equitably, 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.

2.6 Title to Assets. Except as set forth on Schedule 2.6, PPIC 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 2.13), and owns, leases or otherwise has a right to use all of the assets used in its business as it is currently being conducted.

2.7 Financial Statements.

(a) Copies of the PPIC Financial Statements (excluding the Interim PPIC Financial Statements) are attached hereto as Schedule 2.7(a). The PPIC Financial Statements have been prepared from and are consistent in all material respects with the books, records and accounts of PPIC. Except as set forth on Schedule 2.7(a), (i) the PPIC Financial Statements have been prepared in accordance with SAP and, with respect to unaudited PPIC Financial Statements, are subject to normal year-end adjustments (consisting only of normal recurring accruals and do not contain financial statement footnotes); and (ii) the PPIC Financial Statements are true and correct and fairly present in all material respects, as of the dates and for the periods referred to therein, the financial position and results of operations of PPIC. There are no facts or circumstances that would necessitate, in the good faith application of the reserving practices and policies of PPIC, any material adverse change in the statutorily required reserves or reserves above those reflected in the most recent balance sheet (other than increases consistent with past experience resulting from increases in enrollment with respect to services provided by PPIC). PPIC meets or exceeds the statutory net worth, deposit or other capital requirements of OCI. The items for Accrued Healthcare Expenses reflected in the PPIC Financial Statements have been determined in good faith, calculated in accordance with SAP and are subject to adjustment as required by SAP consistent with past practices.

(b) Except as set forth on Schedule 2.7(b), PPIC 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 SAP other than those (i) incurred in the ordinary course of business since December 31, 2016, or (ii) fully reflected on or reserved against in the PPIC Financial Statements.

2.8 Absence of Certain Changes or Events. Since December 31, 2016, the business of PPIC has been conducted in the ordinary course consistent with past practices and there has not been any Material Adverse Effect on PPIC.

2.9 Litigation. Except as set forth on Schedule 2.9, and except for subrogation actions, suits, investigations, arbitrations or proceedings, there is no action, suit, investigation, arbitration or proceeding that has been served on PPIC or, to the Knowledge of UPH, is pending without service or threatened against or affecting PPIC, which, alone or in the aggregate with any other such actions, suits, investigations, arbitrations or proceedings, would reasonably be expected to result in the granting of material injunctive or equity relief or governmental sanctions in excess of \$100,000 in the aggregate against PPIC or result in Liability in excess of \$100,000 in the aggregate to PPIC.

2.10 Material Contracts.

(a) Schedule 2.10(a) lists each agreement between PPIC and any Top PPIC Customer or Top PPIC Supplier (the "Material PPIC Contracts").

(b) Each Material PPIC Contract is a legal, valid, binding, enforceable obligation of PPIC 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. PPIC has substantially performed all of its obligations under the Material PPIC Contracts and, to the Knowledge of UPH, no other party thereto is in default with respect to any of its Liabilities under any Material PPIC Contract. PPIC has not received written notice of any default by PPIC under any Material PPIC Contract and, to the Knowledge of UPH, no other party under any Material PPIC Contract is in default and no claim of default has been threatened by any party to a Material PPIC Contract. No event has occurred that, with the passage of time or the giving of notice or both, would constitute a default by PPIC or, to the Knowledge of UPH, any other party thereto under any Material PPIC Contract, or would permit acceleration, termination or material modification of any Material PPIC Contract. In the course of the Platform Owners' due diligence, the Platform Owners have been given the opportunity to request that true, correct and complete copies of each Material PPIC Contract be delivered or made available to the Platform Owners' external legal counsel. Except as set forth on Schedule 2.10(b), no consent, waiver, approval, notice or authorization to any other party thereto is required under any Material PPIC Contract as a result of the transactions contemplated by this Agreement.

2.11 Indebtedness. Except as set forth on Schedule 2.11, PPIC does not have any Indebtedness and is not liable for any Indebtedness of any other Person.

2.12 Real Property.

(a) The real property demised by the leases described on Schedule 2.12(a) constitutes all of the real property leased by PPIC.

(b) PPIC has no Owned Real Property.

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

2.14 Compliance with Law; Permits.

(a) PPIC possesses and is in compliance in all material respects with, all material licenses, permits, certificates, authorizations, rights and other approvals of Governmental Authorities (collectively, "Permits") necessary to conduct its business as currently conducted. The consummation of the transactions contemplated by this Agreement and the Related Agreements will not result in a revocation or cancellation of any Permit.

(b) PPIC has complied, and is in compliance, in all material respects with all applicable Laws and Governmental Orders relating to PPIC and its business, and no complaint, action, suit, arbitration, proceeding, hearing, charge, demand, claim or investigation has been filed or commenced or, to the Knowledge of UPH, is threatened alleging any failure so to comply in any material respect.

(c) Without limiting the generality of Section 2.14(b), with respect to its business, PPIC is in compliance in all material respects with all applicable Laws and Governmental Orders relating to: (i) any federal or state health care program (as such terms are defined in Section 1128B of the Social Security Act) (each a “Health Care Program”) in which it is a participant, including, without limitation, CMS manuals, instructions, Frequently Asked Questions (“FAQs”) and guidance relating to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs; (ii) health care fraud and abuse; (iii) physician self-referral; (iv) fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement for such items or services provided to a beneficiary of any Health Care Program or any private payor; and (v) privacy, security or confidentiality of health records or personal health information. Except for routine matters, with respect to its business, PPIC has not received any written notice, citation, suspension, revocation, limitation, warning, or request for repayment or refund, including, but not limited to, any overpayment issued by a Governmental Authority that requires, seeks or calls attention to the necessity of any adjustment, modification or alteration in its business’ operations, activities, services or financial condition that has not been fully and finally resolved to the Governmental Authority’s satisfaction without further Liability to PPIC. There are no restrictions imposed by any Governmental Authority upon the business, or the activities or services of PPIC in connection with its business.

(d) Without limiting the generality of Section 2.14(b), none of the directors, officers, employees, contractors or agents of PPIC: (i) has been assessed a civil monetary penalty under Section 1128A of the Social Security Act or any regulations promulgated thereunder; (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.

(e) Since January 1, 2015, PPIC has not (i) received written or, to the Knowledge of UPH, oral notice from any Governmental Authority regarding any material noncompliance (or that it is under investigation or the subject of an inquiry by any such Governmental Authority for such alleged material 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 UPH, express oral agreement or settlement with any Governmental Authority with respect to its material non-compliance with, or material violation of, any applicable Laws and Governmental Orders.

(f) Except as set forth on Schedule 2.14(f), since January 1, 2015, PPIC has 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 it was 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 its business. All such regulatory filings complied in all material respects with applicable Laws and Governmental Orders. UPH has previously made available to the Platform Owners true and complete copies of all such filings made pursuant to Sections 617 and 611.67 of the Wisconsin Statutes in the last three (3) years.

(g) All premium rates, rating plans and policy terms established and currently used by, or approved by a Governmental Authority for use by, PPIC in connection with its business that is 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, and PPIC has not received written or, to the Knowledge of UPH, oral notice of an ongoing investigation by any Governmental Authority of such premiums.

(h) Without limiting the generality of Section 2.14(b), PPIC and, to the Knowledge of UPH, each authorized broker, producer, consultant, agent, field marketing organization, or third party service provider acting on its 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.

(i) PPIC maintains 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) and applicable compliance program guidance issued by CMS and the Office of the Inspector General of the U.S. Department of Health and Human Services (“OIG”).

(j) With respect to its business, PPIC is eligible to receive payment under Title XVIII of the Social Security Act (“Medicare”), and is eligible to participate in the Medicare 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 UPH, threatened against or affecting its business.

(k) Without limiting the generality of Section 2.14(b), PPIC complies in all material respects with all applicable Laws related to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs (including, without limitation, CMS manuals, instructions, FAQs and guidance) with respect to its submission and documentation of Medicare risk adjustment data and as specified in 42 C.F.R. Part 422 and there are currently no audits by Governmental Authorities pending with respect to such risk adjustments. All enrollment data and any data related to the status of Medicare beneficiaries submitted by PPIC with respect to its business (other than the risk adjustment data described in the immediately preceding sentence) that affects Medicare Advantage Program and Medicare Prescription Drug Benefit Program payments are consistent in all material respects with the certifications provided to CMS and with applicable Laws relating to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs (including, without limitation, CMS manuals, instructions, FAQs and

guidance), other than as may be affected by retroactive enrollment adjustments made in the ordinary course of business.

(l) Any bid submissions by PPIC to CMS for the 2016 contract year relating to its 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.

(m) Without limiting the generality of Section 2.14(b), in connection with the Medicare Prescription Drug Benefit Program, with respect to its business, PPIC complies in all material respects with applicable Laws relating to the Medicare Prescription Drug Benefit Program (including, without limitation, CMS manuals, instructions, FAQs and guidance) related to risk sharing arrangements, including 42 C.F.R. §423.336 and the Coverage Gap Discount Program. With respect to its business, PPIC has accurately presented in all material respects to CMS their prescription drug costs as required under 42 C.F.R. Part 423, Subpart G and related CMS manuals, instructions, FAQs, and guidance. Any anticipated reconciliation adjustments under the Medicare Prescription Drug Benefit Program, including, without limitation, the Coverage Gap Discount Program, have been properly reflected in the PPIC Financial Statements.

(n) With respect to its business, PPIC complies 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.

(o) With respect to its business, PPIC complies in all material respects with all applicable Medicare Advantage Program and Medicare Prescription Drug Benefit Program requirements concerning related party agreements (both medical and non-benefit). Without limiting the foregoing, with respect to its business, PPIC has properly disclosed any such related party agreements to CMS and have prepared the bid pricing tool in a manner that does not recognize the independence of a subcontracted related party or has demonstrated that the subcontracted related party's fees are comparable to the fees between the subcontracted related party and other unrelated parties of similar size and market position. All related party agreements entered into by PPIC relating to its business (i) comply in all material respects with all applicable Laws concerning related party agreements and (ii) are not the subject of any ongoing or pending audits or investigations by any Governmental Authority.

(p) To the extent that PPIC has identified any overpayments for its business from any Health Care Program, it has notified the applicable agency and returned such overpayments within sixty (60) days in accordance with the requirements under applicable Laws.

(q) UPH does not have Knowledge, and PPIC has not received any oral or written notice from CMS, (i) that CMS would deny an application for PPIC to expand its 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 PPIC.

(r) PPIC is receiving and transmitting, directly or through third parties, those standard transactions as defined in 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) (“HIPAA”). Since January 1, 2015, 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, 2015, PPIC has complied in all material respects with applicable Laws relating to the use 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).

(s) PPIC has not made a voluntary disclosure relating to its business pursuant to the OIG’s self-disclosure protocol or otherwise and it is not currently subject to any reporting obligations pursuant to any settlement agreement with the OIG or any other Governmental Authority. Except as set forth on Schedule 2.14(s), PPIC has not been notified in writing or orally that it is 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 its business.

(t) Without limiting the generality of Section 2.14(b), with respect to its business, PPIC complies in all material respects with Medicare Laws related to physician risk and incentive plans as set forth in 42 C.F.R. §422.208. No provider of health services that is a physician or a physician group that provides health services to an enrollee in a Medicare Advantage Plan of PPIC is at “substantial financial risk” as defined by the preceding regulation.

(u) Without limiting the generality of Section 2.14(b), PPIC complies in all material respects with all applicable Laws and Governmental Orders under ACA including, but not limited to, essential benefits and cost sharing provisions, out of pocket limitations, annual and lifetime limits, preventive services, reinsurance contributions, access to and payment for emergency services, appeals procedures, eligible dependent requirements, medical loss ratio standards and rebate provisions, premium rate review, premium stabilization requirements (including, risk adjustment, reinsurance and risk corridors), guaranteed issue and guaranteed renewals, prohibitions on rescissions, and preexisting condition limitations.

(v) Without limiting the generality of Section 2.14(b), PPIC complies in all material respects with all Laws and Governmental Orders relating to Qualified Health Plans and Exchanges under the ACA including standards for certification as a Qualified Health Plan, transparency in coverage, nondiscrimination, enrollment and administration of premium tax credits and cost sharing subsidies, network adequacy, essential community providers, and essential health benefits. All information and attestations submitted by PPIC to any Governmental Authority related to Qualified Health Plan status is true, accurate, and complete in all material respects. Such requirements include, but are not limited to, benefit design and actuarial value standards.

(w) With respect to Section 2.14(u) above, PPIC has not taken any action or made any representation with respect to any third party subject to ACA that would cause such third party to be out of compliance with the Laws and Governmental Orders referenced in such section.

(x) Without limiting the generality of Section 2.14(b), (i) the PPIC Medicaid Contract is valid, binding, in full force and effect, and enforceable in accordance with its terms and is not subject to any claims, charges, set-offs or defenses, (ii) PPIC is not in default under the PPIC Medicaid Contract, 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 PPIC thereunder, (iii) PPIC has not waived any rights under the PPIC Medicaid Contract or modified any terms thereof, and (iv) in addition to PPIC, no party to the PPIC Medicaid 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 the PPIC Medicaid Contract. PPIC has not received notice from any Governmental Authority and no event has occurred that would reasonably be expected to cause any Governmental Authority to notify PPIC, of any corrective action request, fine, assessment or other action against PPIC for violations of the PPIC Medicaid Contract.

(y) Without limiting the generality of Section 2.14(b), with respect to its business, PPIC complies in all material respects with Medicare Laws related to downstream delegation as set forth in 42 C.F.R. §422.504.

2.15 Affiliate Agreements.

(a) Schedule 2.15(a) sets forth all agreements between (a) any of UPH and its Affiliates (excluding PPIC), as one counterparty, and (b) PPIC, as another counterparty.

(b) Each of the following agreements has been terminated and there is no continuing liability to PPIC thereunder:

(i) that certain Consulting Services Cost Sharing Agreement with UPH effective August 22, 2014 (as amended by an addendum dated February 18, 2015), through which PPIC reimbursed UPH for a portion of consultant fees regarding development and implementation of insurance products;

(ii) that certain Consulting Services Cost Sharing Agreement with UPH effective December 11, 2014, through which PPIC purchased consultant services to advise and assist with the search for a CFO;

(iii) that certain Cost Sharing Agreement with UPH effective January 23, 2015, through which PPIC reimbursed UPH for certain management and administrative services;

(iv) that certain Cost Sharing Agreement with UPH effective February 19, 2015, through which PPIC reimbursed UPH for amounts paid to a recruitment consultant;

(v) that certain Professional Services Agreement with UPH effective August 6, 2015, through which PPIC purchased certain legal and compliance services from UPH; and

(vi) that certain Services Agreement with Meriter Management Services, Inc. effective January 1, 2014, through which PPIC purchased certain internal audit services and support from Meriter Management Services, Inc.

2.16 Brokers. Except as set forth on Schedule 2.16, PPIC has not used any investment banker, broker, or finder in connection with the transactions contemplated hereby. UPH and its Affiliates do not have and will not have any Liability or otherwise suffer or incur any Loss as a result of or in connection with any investment banker, brokerage, or finder's fee or other commission of any Person retained by or on behalf of PPIC in connection with the transactions contemplated by this Agreement.

2.17 Tax Matters.

(a) Except as set forth on Schedule 2.17(a):

(i) PPIC (A) has filed, or has applied for an extension to file (or has had filed or applied for on its behalf) on a timely basis all Income Tax Returns and all other material Tax Returns required by applicable Law to be filed by it on or before the Closing Date and such Tax Returns are true, correct and complete in all material respects, and (B) has paid all Taxes due as a result of its activities or has made adequate provision for any such Taxes not yet due such that the reserves for current Taxes (excluding reserves for deferred Taxes) reflected in the Interim PPIC Financial Statements, as adjusted for the passage of time through the Closing Date, will not be less than the reasonably estimated Tax Liabilities accruing or payable by PPIC in respect of the period ended on and including the Closing Date and any years and periods prior thereto (such years and periods, collectively, the "Pre-Closing Tax Period").

(ii) There are no ongoing audits or examinations of any of the Tax Returns of PPIC and PPIC has not been notified, in writing, by any taxing authority that any such audit is contemplated or pending.

(iii) No claims, investigations, actions or proceedings have been served on PPIC and, to the Knowledge of UPH, no claims, investigations, actions or proceedings are pending without service or threatened against PPIC by any taxing authority for any past due Taxes with respect to which PPIC would be individually or severally liable.

(iv) No waiver or extension of any statute of limitations which has been executed by or on behalf of PPIC is in effect with respect to Taxes of PPIC.

(v) PPIC is not, and has never been, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(vi) PPIC is not, and has not been, a party to any Tax allocation, Tax sharing, Tax indemnity, Tax reimbursement agreement or arrangement, and has not been subject to any audit relating to Taxes, in the past six (6) years.

(vii) PPIC is not liable for the Taxes of any other Person as a transferee or successor, by contract or otherwise. PPIC is not liable for the Taxes of any other Person under Treasury Regulation §1.1502-6 (or any similar provision of state, local or foreign law). PPIC has

not been a member of an “affiliated group” (within the meaning of Section 1504(a) of the Code) filing a consolidated federal Income Tax Return, other than a group the common parent of which was or is PPIC.

(viii) PPIC is not a party to any agreement, contract, arrangement or plan that has resulted or could result, separately or in the aggregate, in the payment of (A) any “excess parachute payment” within the meaning of Section 280G of the Code (or any corresponding provision of state, local or foreign Tax Law) (including any payments required to be made in connection with the consummation of the transactions contemplated hereby), and (B) any amount that will not be fully deductible as a result of Section 162(m)(6) of the Code (or any corresponding provision of state, local or foreign Tax Law).

(ix) Except as may be limited as a result of the transactions contemplated by this Agreement, the net operating loss carryovers of PPIC (the “Prior NOLs”) are set forth (for each year) on Schedule 2.17(a) and are each available to PPIC for a period of twenty taxable years from the end of the taxable year in which the applicable Prior NOL was incurred.

(x) Except as may be limited as a result of the transactions contemplated by this Agreement, none of the Prior NOLs arose (will be treated as arising) in a separate return limitation year (“SRLY”), none of the Prior NOLs will be limited immediately prior to the Closing Date by Section 382 or 384 of the Code and the Treasury Regulations thereunder, and none of the Prior NOLs constitutes a “dual consolidated loss” immediately prior to the Closing Date (as defined in Section 1503 of the Code and the Treasury Regulations thereunder).

(xi) The agreements described in Schedule 2.15(a) are not subject to a distribution, apportionment or allocation pursuant to Section 482 of the Code or the Treasury Regulations thereunder.

(xii) The PPIC Surplus Notes are treated as debt for federal income tax purposes.

2.18 Labor Matters.

(a) Except as set forth on Schedule 2.18(a), PPIC is not a party to or bound by any collective bargaining agreement, and to the Knowledge of UPH, there has been no organized effort by any labor union during the two (2) years prior to the date of this Agreement to organize any employees of or assigned to PPIC into one (1) or more collective bargaining units. There is no pending or, to the Knowledge of UPH, threatened strike or organized work stoppage involving the employees of or assigned to PPIC.

(b) Except as set forth on Schedule 2.18(b), PPIC does not have any unfair labor practice charge or complaint or other proceeding served or, to the Knowledge of UPH, pending without service or threatened against it before the National Labor Relations Board or similar authority, or any served arbitrations, grievances, suits or administrative proceedings before any Governmental Authority relating to labor or employment matters involving any employees of PPIC.

(c) PPIC is in compliance in all material respects with all Laws relating to employees and the employment of labor, including, but not limited to, all such Laws relating to wages, hours, the Worker Adjustment and Retraining Notification Act and any similar state or local “mass layoff” or “plant closing” Laws (“WARN”), discrimination, civil rights, safety and health, workers’ compensation, employee benefits, labor relations, employee leave issues, occupational safety and health requirements, and the collection and payment of withholding and/or social security taxes and any similar tax. There has been no “mass layoff” or “plant closing” (as defined by WARN) with respect to PPIC within two (2) years preceding the date of this Agreement.

2.19 [Intentionally Omitted.]

2.20 Employee Benefit Plans; ERISA.

(a) Except as set forth on Schedule 2.20(a), with respect to current or former employees, officers, directors, independent contractors, or consultants of PPIC, PPIC does not sponsor, maintain, contribute, is not required to contribute to, or have any Liability with respect to any “pension plan” (as such term is defined under Section 3(2) of ERISA) (the “PPIC Pension Plans”); “welfare plan” (as such term is defined under Section 3(1) of ERISA) (the “PPIC Welfare Plans”); or any material employee benefit plan, incentive compensation, equity or equity-based compensation, deferred compensation, change in control, retention, termination, supplemental retirement, or severance arrangements (the “Material PPIC Non-ERISA Plans”). The PPIC Pension Plans, the PPIC Welfare Plans, and the Material PPIC Non-ERISA Plans are collectively referred to herein as the “PPIC Plans.” Each of the PPIC Pension Plans that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service (the “IRS”) or is a volume submitter or prototype plan that has received an opinion letter from the IRS and there are no facts or circumstances that would be reasonably likely to affect the qualified status of any such PPIC Pension Plans. The PPIC Plans comply in form and in operation, in all material respects, with the applicable requirements of the Code, ERISA (if applicable) and all applicable Laws.

(b) With respect to the PPIC Plans, all required contributions, expenses or premiums have been timely made or properly accrued, in accordance with all applicable Laws.

(c) The PPIC Plans have been established, maintained and administered, in all material respects, in accordance with their respective terms and with all applicable provisions of ERISA (if applicable), the Code and other Laws, except where the failure to be so maintained and administered has not had and would not reasonably be expected to result in a Material Adverse Effect on PPIC.

(d) Except as set forth in Schedule 2.20(d), the consummation of the transactions contemplated hereby will not (i) result in an increase in or accelerate the vesting of any of the benefits available under any of the PPIC Plans, or (ii) otherwise entitle any current or former director or employee of PPIC to severance pay or any other payment from PPIC. Except as may be required by Law, PPIC has not announced any type of plan or binding commitment to (1) create any additional PPIC Plans, or (2) amend or modify any of the existing PPIC Plans with respect to any current or former employee, independent contractor or director.

2.21 Customers and Suppliers. Schedule 2.21 sets forth a list of each of the customers (the “Top PPIC Customers”), medical suppliers and non-medical suppliers (together, the “Top PPIC Suppliers”) of PPIC that were among the top ten (10) customers (in terms of covered lives) or medical suppliers or non-medical suppliers (based upon the gross expenditures of PPIC) in each case during the fiscal year ended December 31, 2016 and, separately, for the one (1) month ended January 31, 2017. Since January 1, 2016, except as set forth on Schedule 2.21, no Top PPIC Customer or Top PPIC Supplier has terminated its relationship with PPIC or changed other material terms of its business, and no such customer or supplier has notified PPIC in writing, or to the Knowledge of UPH, orally, that it intends to terminate or change other material terms.

2.22 Environmental. PPIC is and has been in compliance in all material respects with all Environmental Laws, and does not have any Liabilities under any Environmental Laws with respect to any properties and assets (whether real, personal, or mixed) in which PPIC (or any of its predecessors) has or had an interest (or otherwise in connection with PPIC’s past or current operation of its business) that would reasonably be expected to result in a Material Adverse Effect. PPIC has not received at any time any citation, written notice or other communication from any Governmental Authority regarding any alleged, actual or potential violation by PPIC of any Environmental Law, or any alleged, actual or potential obligation of PPIC to undertake or bear the cost of any Liabilities under any Environmental Law.

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

ARTICLE III. REPRESENTATIONS AND WARRANTIES CONCERNING THE PLATFORM ENTITIES

The Platform Owners hereby represent and warrant to UPH 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 Closing Date, except that each such statement is qualified by and subject to the Schedules delivered to UPH by the Platform Owners pursuant to the terms of this Agreement:

3.1 Due Organization. The Platform Entities (a) have been duly incorporated and organized under the Laws of the State of Wisconsin as a nonstock corporation (in the case of GHP), a stock insurance corporation (in the case of Unity) and a for-profit corporation (in the case of Quartz); (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 the State of Wisconsin. Except as set forth on Schedule 3.1, the Platform Entities 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 the Platform Entities are eligible to engage in the business of health insurance.

3.2 Consents and Approvals. Except for: (a) applicable requirements of state securities or blue sky Laws; (b) the consents, waivers, approvals, notices or authorizations under the Material Platform Contracts; and (c) 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 by any Platform Entity or its Subsidiaries in connection with the execution, delivery and performance of this Agreement and the Related Agreements.

3.3 Conflicts.

(a) The execution and delivery of this Agreement and the Related Agreements (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 any Platform Entity or its Subsidiaries, or any material judgment, order or decree of any Governmental Authority binding on any Platform Entity or its Subsidiaries, 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 Related Agreements 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 any Platform Entity or its Subsidiaries under, any Permit or Material Platform Contract to which any Platform Entity or its Subsidiaries are a party or by which any Platform Entity or its Subsidiaries are bound or to which any assets or properties of any Platform Entity or its Subsidiaries are subject.

3.4 Capitalization and Membership. On the date hereof and immediately prior to the Exchange, the Platform Owners are the sole shareholders of Unity and Quartz and the sole members of GHP. The capital stock of Quartz to be contributed to HoldCo and the capital stock of Unity to be contributed to PPIC, in each case, pursuant to Section 6.14, will be 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 Quartz or Unity, as applicable. Upon the consummation of the transactions contemplated by this Agreement, HoldCo will be the only shareholder of Quartz and PPIC will be the only shareholder of Unity. Except as set forth on Schedule 3.4, there are no outstanding options, warrants or other rights to acquire or be issued, or that are convertible into or exercisable for, any shareholder or member rights of any Platform Entity. There are no phantom stock or membership rights, income participations or similar rights in existence with respect to any Platform Entity.

3.5 Subsidiaries. Unity and Quartz have no Subsidiaries. GHP is the sole member of GHM and GHP has no other Subsidiaries. Except for GHM, the Platform Entities do not control

or own of record, beneficially or equitably, 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. GHM: (a) has been duly incorporated and organized as a corporation under the Laws of the State of Minnesota; (b) has full right, power and authority to operate its business as it is currently being operated and to own or lease and operate the properties of its business as and in the places where its business is now operated and such properties are now owned or leased and operated; and (c) is validly existing and in good standing under the Laws of the State of Minnesota. The membership rights of GHP in GHM are free and clear of all pre-emptive rights and other rights to acquire or purchase. Except as set forth on Schedule 3.5, there are no outstanding options, warrants or other rights to acquire or be issued, or that are convertible into or exercisable for, any membership rights of GHM. There are no phantom membership rights, profit participations or similar rights in existence with respect to GHM. GHM is not required to be qualified to do business as a foreign corporation in any jurisdiction.

3.6 Title to Assets. Except as set forth on Schedule 3.6, each Platform Entity and each of its Subsidiaries 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 3.13), 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) Copies of the Platform Financial Statements (excluding the Interim Platform Financial Statements) are attached hereto as Schedule 3.7(a). The Platform Financial Statements have been prepared from and are consistent in all material respects with the books, records and accounts of the Platform Entities and their Subsidiaries, as applicable. Except as set forth on Schedule 3.7(a), (i) the Platform Financial Statements have been prepared in accordance with SAP or MN SAP, as applicable, and, with respect to unaudited Platform Financial Statements, are subject to normal year-end adjustments (consisting only of normal recurring accruals and do not contain financial statement footnotes); and (ii) the Platform Financial Statements are true and correct and fairly present in all material respects, as of the dates and for the periods referred to therein, the financial position and results of operations of the Platform Entities and their Subsidiaries, as applicable. There are no facts or circumstances that would necessitate, in the good faith application of the reserving practices and policies of the Platform Entities and their Subsidiaries, any material adverse change in the statutorily required reserves or reserves above those reflected in the most recent balance sheets (other than increases consistent with past experience resulting from increases in enrollment with respect to services provided by any Platform Entity or its Subsidiaries). The Platform Entities and their Subsidiaries meet or exceed the statutory net worth, deposit or other capital requirements of OCI or the DOH, as applicable. The items for Accrued Healthcare Expenses reflected in the Platform Financial Statements have been determined in good faith, calculated in accordance with SAP or MN SAP, as applicable, and are subject to adjustment as required by SAP or MN SAP, as applicable, consistent with past practices.

(b) Except as set forth on Schedule 3.7(b), the Platform Entities and their 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 or MN SAP, as applicable, other than those (i) incurred in the ordinary course of business since December 31, 2016, or (ii) fully reflected on or reserved against in the Platform Financial Statements.

3.8 Absence of Certain Changes or Events. Since December 31, 2016, the business of the Platform Entities and their Subsidiaries has been conducted in the ordinary course consistent with past practices and there has not been any Material Adverse Effect on the Platform Entities or their Subsidiaries.

3.9 Litigation. Except as set forth on Schedule 3.9, and except for subrogation actions, suits, investigations, arbitrations or proceedings, there is no action, suit, investigation, arbitration or proceeding that has been served on a Platform Entity or its Subsidiaries or, to the Knowledge of the Platform Owners, is pending without service or threatened against or affecting a Platform Entity or any of its Subsidiaries, which, alone or in the aggregate with any other such actions, suits, investigations, arbitrations or proceedings, would reasonably be expected to result in the granting of material injunctive or equity relief or governmental sanctions in excess of \$100,000 in the aggregate against a Platform Entity or any of its Subsidiaries or result in Liability in excess of \$100,000 in the aggregate to a Platform Entity or any of its Subsidiaries.

3.10 Material Contracts.

(a) Schedule 3.10(a) lists each agreement between any Platform Entity and any of its Subsidiaries and any Top Platform Customer or Top Platform Supplier (the “Material Platform Contracts”).

(b) Each Material Platform Contract is a legal, valid, binding, enforceable obligation of a Platform Entity or one of 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. The Platform Entities and their Subsidiaries have substantially performed all of their obligations, as applicable, under the Material Platform Contracts and, to the Knowledge of the Platform Owners, no other party thereto is in default with respect to any of its Liabilities under any Material Platform Contract. Neither the Platform Entities nor any of their Subsidiaries have received written notice of any default by the Platform Entities or any of their Subsidiaries under any Material Platform Contract and, to the Knowledge of the Platform Owners, no other party under any Material Platform Contract is in default and no claim of default has been threatened by any party to a Material Platform Contract. No event has occurred that, with the passage of time or the giving of notice or both, would constitute a default by a Platform Entity or its Subsidiaries or, to the Knowledge of the Platform Owners, any other party thereto under any Material Platform Contract, or would permit acceleration, termination or material modification of any Material Platform Contract. In the course of UPH’s due diligence, UPH has been given the opportunity to request that true, correct and complete copies of each Material Platform Contract be delivered or made available to UPH’s external legal counsel. 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 Platform Contract as a result of the transactions contemplated by this Agreement.

3.11 Indebtedness. Except as set forth on Schedule 3.11, the Platform Entities and their Subsidiaries do not have any Indebtedness and are not liable for any Indebtedness of any other Person.

3.12 Real Property.

(a) The real property demised by the leases described on Schedule 3.12(a) constitutes all of the real property leased by any Platform Entity or its Subsidiaries.

(b) Schedule 3.12(b) lists the address and legal description of all Owned Real Property of any Platform Entity and its Subsidiaries, if any. There are no outstanding options, rights of first offer or rights of first refusal to purchase any Owned Real Property of any Platform Entity or its Subsidiaries or any portion thereof or interest therein. With respect to the Owned Real Property of the Platform Entities and their Subsidiaries:

(i) a Platform Entity or its Subsidiary as set forth on Schedule 3.12(b) is the sole titleholder of record and owns good and marketable indefeasible fee simple absolute title and all equitable interest therein to the land, land improvements and buildings legally described as set forth on Schedule 3.12(b), together with all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging, free and clear of all Liens, except as set forth on Schedule 3.12(b); and

(ii) except as set forth on Schedule 3.12(b), the Platform Entities and their Subsidiaries have not leased, licensed or otherwise granted to any Person the right to use or occupy such Owned Real Properties or any portion thereof.

3.13 Intellectual Property. The Platform Entities and their Subsidiaries collectively own or possess licenses or other legal rights to use, sell or license all Platform Intellectual Property, free and clear of all Liens, subject to the restrictions and limitations set forth in any such license. To the Knowledge of the Platform Owners, neither the conduct of the business of the Platform Entities and their Subsidiaries nor any Platform Intellectual Property infringes, misappropriates, dilutes or otherwise violates any intellectual property rights of any third party.

3.14 Compliance with Law; Permits.

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

(b) Each Platform Entity and its Subsidiaries have complied, and are in compliance, in all material respects with all applicable Laws and Governmental Orders relating to such Platform Entity, its Subsidiaries and 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 the Platform Owners, is threatened alleging any failure so to comply in any material respect.

(c) Without limiting the generality of Section 3.14(b), with respect to their business, each Platform Entity and its Subsidiaries are in compliance in all material respects with all applicable Laws and Governmental Orders relating to: (i) any Health Care Program in which it is a participant, including, without limitation, CMS manuals, instructions, FAQs and guidance relating to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs; (ii) health care fraud and abuse; (iii) physician self-referral; (iv) fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement for such items or services provided to a beneficiary of any Health Care Program or any private payor; and (v) privacy, security or confidentiality of health records or personal health information. Except for routine matters, with respect to their business, the Platform Entities and their Subsidiaries have not received any written notice, citation, suspension, revocation, limitation, warning, or request for repayment or refund, including, but not limited to, any overpayment issued by a Governmental Authority that requires, seeks or calls attention to the necessity of any adjustment, modification or alteration in their business' operations, activities, services or financial condition that has not been fully and finally resolved to the Governmental Authority's satisfaction without further Liability to the Platform Entities and their Subsidiaries. There are no restrictions imposed by any Governmental Authority upon the business, or the activities or services of the Platform Entities or their Subsidiaries in connection with their business.

(d) Without limiting the generality of Section 3.14(b), none of the directors, officers, employees, contractors or agents of any Platform Entity or its Subsidiaries: (i) has been assessed a civil monetary penalty under Section 1128A of the Social Security Act or any regulations promulgated thereunder; (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.

(e) Since January 1, 2015, the Platform Entities and their Subsidiaries have not (i) received written or, to the Knowledge of the Platform Owners, oral notice from any Governmental Authority regarding any material noncompliance (or that any of them are under investigation or the subject of an inquiry by any such Governmental Authority for such alleged material 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 the Platform Owners, express oral agreement or settlement with any Governmental Authority with respect to their material non-compliance with, or material violation of, any applicable Laws and Governmental Orders.

(f) Since January 1, 2015, the Platform Entities and their 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. The Platform Owners have previously made available to UPH true and complete copies of all such filings made pursuant to Sections 617 and 611.67 of the Wisconsin Statutes in the last three (3) years.

(g) All premium rates, rating plans and policy terms established and currently used by, or approved by a Governmental Authority for use by, any Platform Entity or 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, and the Platform Entities and their Subsidiaries have not received written or, to the Knowledge of the Platform Entities, oral notice of an ongoing investigation by any Governmental Authority of such premiums.

(h) Without limiting the generality of Section 3.14(b), each Platform Entity and its Subsidiaries and, to the Knowledge of the Platform Owners, 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.

(i) Each Platform Entity and its Subsidiaries maintain 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) and applicable compliance program guidance issued by CMS and the OIG.

(j) With respect to their business, the Platform Entities and their Subsidiaries are eligible to receive payment under Medicare and are eligible to participate in the Medicare 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 the Platform Owners, threatened against or affecting their business.

(k) Without limiting the generality of Section 3.14(b), the Platform Entities and their Subsidiaries comply in all material respects with all applicable Laws related to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs (including, without limitation, CMS manuals, instructions, FAQs and guidance) with respect to its submission and documentation of Medicare risk adjustment data and as specified in 42 C.F.R. Part 422 and there are currently no audits by Governmental Authorities pending with respect to such risk adjustments. All enrollment data and any data related to the status of Medicare

beneficiaries submitted by the Platform Entities and their Subsidiaries with respect to their business (other than the risk adjustment data described in the immediately preceding sentence) that affects Medicare Advantage Program and Medicare Prescription Drug Benefit Program payments are consistent in all material respects with the certifications provided to CMS and with applicable Laws relating to the Medicare Advantage Program and Medicare Prescription Drug Benefit Programs (including, without limitation, CMS manuals, instructions, FAQs and guidance), other than as may be affected by retroactive enrollment adjustments made in the ordinary course of business.

(l) Any bid submissions by the Platform Entities and their Subsidiaries to CMS for the 2016 contract year 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.

(m) Without limiting the generality of Section 3.14(b), in connection with the Medicare Prescription Drug Benefit Program, with respect to their business, the Platform Entities and their Subsidiaries comply in all material respects with applicable Laws relating to the Medicare Prescription Drug Benefit Program (including, without limitation, CMS manuals, instructions, FAQs and guidance) related to risk sharing arrangements, including 42 C.F.R. §423.336 and the Coverage Gap Discount Program. With respect to their business, the Platform Entities and their Subsidiaries have accurately presented in all material respects to CMS their prescription drug costs as required under 42 C.F.R. Part 423, Subpart G and related CMS manuals, instructions, FAQs, and guidance. Any anticipated reconciliation adjustments under the Medicare Prescription Drug Benefit Program, including, without limitation, the Coverage Gap Discount Program, have been properly reflected in the Platform Financial Statements.

(n) With respect to their business, the Platform Entities and their 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.

(o) With respect to their business, the Platform Entities and their Subsidiaries comply in all material respects with all Medicare Advantage Program and Medicare Prescription Drug Benefit Program requirements concerning related party agreements (both medical and non-benefit). Without limiting the foregoing, with respect to their business, the Platform Entities and their Subsidiaries have properly disclosed any such related party agreements to CMS and have prepared the bid pricing tool in a manner that does not recognize the independence of a subcontracted related party or has demonstrated that the subcontracted related party's fees are comparable to the fees between the subcontracted related party and other unrelated parties of similar size and market position. All related party agreements entered into by the Platform Entities and their Subsidiaries relating to their business (i) comply in all material respects with all applicable Laws concerning related party agreements and (ii) are not the subject of any ongoing or pending audits or investigations by any Governmental Authority.

(p) To the extent that any the Platform Entities or their 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.

(q) The Platform Owners do not have Knowledge, and neither the Platform Entities nor any of their Subsidiaries have received any oral or written notice from CMS, (i) that CMS would deny an application for the Platform Entities or their 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 the Platform Entities or their Subsidiaries.

(r) The Platform Entities and their Subsidiaries are receiving and transmitting, directly or through third parties, those standard transactions as defined in HIPAA. Since January 1, 2015, 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, 2015, the Platform Entities and their Subsidiaries have complied in all material respects with applicable Laws relating to the use 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).

(s) Neither the Platform Entities nor their Subsidiaries have made a voluntary disclosure relating to their business pursuant to the OIG's self-disclosure protocol or otherwise and they are not currently subject to any reporting obligations pursuant to any settlement agreement with the OIG or any other Governmental Authority. Except as set forth on Schedule 3.14(s), neither the Platform Entities nor any of their Subsidiaries have been notified in writing or orally 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.

(t) Without limiting the generality of Section 3.14(b), with respect to their business, the Platform Entities and their Subsidiaries comply in all material respects with Medicare Laws related to physician risk and incentive plans as set forth in 42 C.F.R. §422.208. No provider of health services that is a physician or a physician group that provides health services to an enrollee in a Medicare Advantage Plan of any Platform Entity or any of its Subsidiaries is at "substantial financial risk" as defined by the preceding regulation.

(u) Without limiting the generality of Section 3.14(b), the Platform Entities and their Subsidiaries comply in all material respects with all applicable Laws and Governmental Orders under ACA including, but not limited to, essential benefits and cost sharing provisions, out of pocket limitations, annual and lifetime limits, preventive services, reinsurance contributions, access to and payment for emergency services, appeals procedures, eligible dependent requirements, medical loss ratio standards and rebate provisions, premium rate review, premium stabilization requirements (including, risk adjustment, reinsurance and risk corridors), guaranteed issue and guaranteed renewals, prohibitions on rescissions, and preexisting condition limitations.

(v) Without limiting the generality of Section 3.14(b), the Platform Entities and their Subsidiaries comply in all material respects with all Laws and Governmental Orders relating to Qualified Health Plans and Exchanges under the ACA including standards for certification as a Qualified Health Plan, transparency in coverage, nondiscrimination, enrollment and administration of premium tax credits and cost sharing subsidies, network adequacy, essential community providers, and essential health benefits. All information and attestations submitted by a Platform Entity and its Subsidiaries to any Governmental Authority related to Qualified Health Plan status is true, accurate, and complete in all material respects. Such requirements include, but are not limited to, benefit design and actuarial value standards.

(w) With respect to Section 3.14(u) above, the Platform Entities and their Subsidiaries have not taken any action or made any representation with respect to any third party subject to ACA that would cause such third party to be out of compliance with the Laws and Governmental Orders referenced in such section.

(x) Without limiting the generality of Section 3.14(b), (i) the Platform Medicaid 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) the Platform Entities are not in default under the Platform Medicaid 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 a Platform Entity thereunder, (iii) the Platform Entities have not waived any rights under the Platform Medicaid Contracts or modified any terms thereof, and (iv) in addition to the Platform Entities, no party to a Platform Medicaid 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 the Platform Medicaid Contracts. The Platform Entities have not received notice from any Governmental Authority and no event has occurred that would reasonably be expected to cause any Governmental Authority to notify a Platform Entity, of any corrective action request, fine, assessment or other action against a Platform Entity for violations of the Platform Medicaid Contracts.

(y) Without limiting the generality of Section 3.14(b), with respect to their business, the Platform Entities and their Subsidiaries comply in all material respects with Medicare Laws related to downstream delegation as set forth in 42 C.F.R. §422.504.

3.15 Affiliate Agreements. Schedule 3.15 sets forth all agreements between (a) any Platform Owner and its Affiliates (excluding the Platform Entities and their Subsidiaries), as one counterparty, and (b) any Platform Entity and its Subsidiaries, as another counterparty.

3.16 Brokers. Except as set forth on Schedule 3.16, neither the Platform Entities nor any of their Subsidiaries have used any investment banker, broker, or finder in connection with the transactions contemplated hereby. UPH and its Affiliates do not have and will not have any Liability or otherwise suffer or incur any Loss as a result of or in connection with any investment banker, brokerage, or finder's fee or other commission of any Person retained by or on behalf of

any Platform Entity or its Subsidiaries in connection with the transactions contemplated by this Agreement.

3.17 Tax Matters.

(a) Except as set forth on Schedule 3.17(a):

(i) The Platform Entities and their Subsidiaries (A) have filed, or have applied for an extension to file (or have had filed or applied for on their behalf) on a timely basis all Income Tax Returns and all other material Tax Returns required by applicable Law to be filed by them on or before the Closing Date and such Tax Returns are true, correct and complete in all material respects, and (B) have paid all Taxes due as a result of their activities or has made adequate provision for any such Taxes not yet due such that the reserves for current Taxes (excluding reserves for deferred Taxes) reflected in the Interim Platform Financial Statements, as adjusted for the passage of time through the Closing Date, will not be less than the reasonably estimated Tax Liabilities accruing or payable by the Platform Entities and their Subsidiaries in respect of the period ended on and including the Closing Date and any Pre-Closing Tax Period.

(ii) There are no ongoing audits or examinations of any of the Tax Returns of any Platform Entity or any of its Subsidiaries and neither the Platform Entities nor any of their Subsidiaries have been notified, in writing, by any taxing authority that any such audit is contemplated or pending.

(iii) No claims, investigations, actions or proceedings have been served on any Platform Entity or any of its Subsidiaries and, to the Knowledge of the Platform Owners, no claims, investigations, actions or proceedings are pending without service or threatened against any Platform Entity or any of its Subsidiaries by any taxing authority for any past due Taxes with respect to which any Platform Entity or any of its Subsidiaries would be individually or severally liable.

(iv) No waiver or extension of any statute of limitations which has been executed by or on behalf of any Platform Entity or any of its Subsidiaries is in effect with respect to Taxes of any Platform Entity or any of its Subsidiaries.

(v) No Platform Entity nor any of its Subsidiaries is or ever has been a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code.

(vi) No Platform Entity nor any of its Subsidiaries is, and none has been, a party to any Tax allocation, Tax sharing, Tax indemnity, Tax reimbursement agreement or arrangement, and has not been subject to any audit relating to Taxes, in the past six (6) years.

(vii) No Platform Entity nor any of its Subsidiaries is liable for the Taxes of any other Person as a transferee or successor, by contract or otherwise. No Platform Entity nor any of its Subsidiaries is liable for the Taxes of any other Person under Treasury Regulation §1.1502-6 (or any similar provision of state, local or foreign law). No Platform Entity nor any of its Subsidiaries has been a member of an “affiliated group” (within the meaning

of Section 1504(a) of the Code) filing a consolidated federal Income Tax Return, other than a group the common parent of which was or is a Platform Entity.

(viii) No Platform Entity nor any of its Subsidiaries is a party to any agreement, contract, arrangement or plan that has resulted or could result, separately or in the aggregate, in the payment of (A) any “excess parachute payment” within the meaning of Section 280G of the Code (or any corresponding provision of state, local or foreign Tax Law) (including any payments required to be made in connection with the consummation of the transactions contemplated hereby), and (B) any amount that will not be fully deductible as a result of Section 162(m)(6) of the Code (or any corresponding provision of state, local or foreign Tax Law).

(ix) The agreements described in Schedule 3.15 are not subject to a distribution, apportionment or allocation pursuant to Section 482 of the Code or the Treasury Regulations thereunder.

3.18 Labor Matters.

(a) Except as set forth on Schedule 3.18(a), no Platform Entity nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, and to the Knowledge of the Platform Owners, there has been no organized effort by any labor union during the two (2) years prior to the date of this Agreement to organize any employees of or assigned to any Platform Entity or any of its Subsidiaries into one (1) or more collective bargaining units. There is no pending or, to the Knowledge of the Platform Owners, threatened strike or organized work stoppage involving the employees of or assigned to the Platform Entities or any of their Subsidiaries.

(b) Except as set forth on Schedule 3.18(b), no Platform Entity nor any of its Subsidiaries has any unfair labor practice charge or complaint or other proceeding served or, to the Knowledge of the Platform Owners, pending without service or threatened against it before the National Labor Relations Board or similar authority, or any served arbitrations, grievances, suits or administrative proceedings before any Governmental Authority relating to labor or employment matters involving any employees of such Platform Entity or any of its Subsidiaries.

(c) The Platform Entities and their Subsidiaries are in compliance in all material respects with all Laws relating to employees and the employment of labor, including, but not limited to, all such Laws relating to wages, hours, WARN, discrimination, civil rights, safety and health, workers’ compensation, employee benefits, labor relations, employee leave issues, occupational safety and health requirements, and the collection and payment of withholding and/or social security taxes and any similar tax. There has been no “mass layoff” or “plant closing” (as defined by WARN) with respect to any Platform Entity or any of its Subsidiaries within two (2) years preceding the date of this Agreement.

3.19 [Intentionally Omitted.]

3.20 Employee Benefit Plans; ERISA.

(a) Except as set forth on Schedule 3.20(a), with respect to current or former employees, officers, directors, independent contractors, or consultants of any Platform Entity and

its Subsidiaries, neither any Platform Entity nor any of its Subsidiaries sponsors, maintains, contributes, is required to contribute to, or has any Liability with respect to any “pension plan” (as such term is defined under Section 3(2) of ERISA) (the “Platform Pension Plans”); “welfare plan” (as such term is defined under Section 3(1) of ERISA) (the “Platform Welfare Plans”); or any material employee benefit plan, incentive compensation, equity or equity-based compensation, deferred compensation, change in control, retention, termination, supplemental retirement, or severance arrangements (the “Material Platform Non-ERISA Plans”). The Platform Pension Plans, the Platform Welfare Plans, and the Material Platform Non-ERISA Plans are collectively referred to herein as the “Platform Plans.” Each of the Platform Pension Plans that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or is a volume submitter or prototype plan that has received an opinion letter from the IRS and there are no facts or circumstances that would be reasonably likely to affect the qualified status of any such Platform Pension Plans. The Platform Plans comply in form and in operation, in all material respects, with the applicable requirements of the Code, ERISA (if applicable) and all applicable Laws.

(b) With respect to the Platform Plans, all required contributions, expenses or premiums have been timely made or properly accrued, in accordance with all applicable Laws.

(c) The Platform Plans have been established, maintained and administered, in all material respects, in accordance with their respective terms and with all applicable provisions of ERISA (if applicable), the Code and other Laws, except where the failure to be so maintained and administered has not had and would not reasonably be expected to result in a Material Adverse Effect on any Platform Entity or its Subsidiaries.

(d) Except as set forth in Schedule 3.20(d), the consummation of the transactions contemplated hereby will not (i) result in an increase in or accelerate the vesting of any of the benefits available under any of the Platform Plans, or (ii) otherwise entitle any current or former director or employee of any Platform Entity or its Subsidiaries to severance pay or any other payment from any Platform Entity or its Subsidiaries. Except as may be required by Law, neither the Platform Entities nor any of their Subsidiaries have announced any type of plan or binding commitment to (1) create any additional Platform Plans, or (2) amend or modify any of the existing Platform Plans with respect to any current or former employee, independent contractor or director.

3.21 Customers and Suppliers. Schedule 3.21 sets forth a list of each of the customers (the “Top Platform Customers”), medical suppliers and non-medical suppliers (together, the “Top Platform Suppliers”) of the Platform Entities and their Subsidiaries that were among the top ten (10) customers (in terms of covered lives) or medical suppliers or non-medical suppliers (based upon the gross expenditures of the Platform Entities and their Subsidiaries taken as a whole) in each case during the fiscal year ended December 31, 2016 and, separately, for the one (1) month ended January 31, 2017. Since January 1, 2016, except as set forth on Schedule 3.21, no Top Platform Customer or Top Platform Supplier has terminated its relationship with any Platform Entity or its Subsidiaries, as applicable, or changed other material terms of its business, and no such customer or supplier has notified any Platform Entity or any of its Subsidiaries in writing, or to the Knowledge of the Platform Owners, orally, that it intends to terminate or change other material terms.

3.22 Environmental. Each Platform Entity and its Subsidiaries are and have been in compliance in all material respects with all Environmental Laws, and do not have any Liabilities under any Environmental Laws with respect to any properties and assets (whether real, personal, or mixed) in which such Platform Entity or its Subsidiaries (or any predecessors thereof) has or had an interest (or otherwise in connection with such Platform Entity's or its Subsidiaries' past or current operation of their business) that would reasonably be expected to result in a Material Adverse Effect. The Platform Entities and their Subsidiaries have not received at any time any citation, written notice or other communication from any Governmental Authority regarding any alleged, actual or potential violation by the Platform Entities or their Subsidiaries of any Environmental Law, or any alleged, actual or potential obligation of the Platform Entities or their Subsidiaries to undertake or bear the cost of any Liabilities under any Environmental Law.

3.23 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE III, ARTICLE V AND IN THE PLATFORM OWNER DELIVERIES, NO PLATFORM OWNER NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO A PLATFORM OWNER, A PLATFORM ENTITY, OR ANY OF THEIR SUBSIDIARIES OR THEIR BUSINESS, OPERATIONS, ASSETS, OWNERSHIP, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF ANY PLATFORM ENTITY OR ANY OF ITS SUBSIDIARIES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF UPH

UPH hereby represents and warrants to the Platform Owners 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 Closing Date:

4.1 Due Organization. UPH (a) has been duly organized as a nonprofit corporation under the Laws of the State of Iowa, (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 such business is 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 the State of Iowa.

4.2 Due Authorization; Consents and Approvals; Enforceability.

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

(b) Except for (i) the OCI, and (ii) the applicable consents, waivers, approvals or authorization of those Persons described in Schedule 2.2, 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 by UPH in connection with the execution, delivery and performance of this Agreement and the Related Agreements to which it is a party.

(c) UPH has duly and validly executed and delivered this Agreement, and the Related Agreements to which it will be a party at the Closing will be duly and validly executed and delivered at the Closing. Assuming this Agreement and the Related Agreements are valid and binding obligations of the Platform Owners, this Agreement constitutes, and the Related Agreements to which it will be a party when executed will constitute, legal, valid and binding obligations of UPH, 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.

4.3 Conflicts.

(a) The execution and delivery by UPH of this Agreement and the Related Agreements to which it is a party, and the performance by it of this Agreement and the Related Agreements 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 UPH, or any judgment, order or decree of any Governmental Authority binding on UPH, and (ii) do not breach or violate any applicable Law of any Governmental Authority.

(b) The execution and delivery by UPH of this Agreement and the Related Agreements to which it is a party, and the performance by UPH of this Agreement and the Related Agreements 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 UPH or PPIC under, any indenture, mortgage, deed of trust, loan agreement, lease agreement or management agreement or other material agreement or instrument (including all of UPH's agreements with HealthPartners), whether written or oral, to which UPH is a party or by which UPH is bound or to which any assets or properties of UPH are subject.

4.4 Brokers. Except as set forth on Schedule 4.4, UPH has not used any investment banker, broker, or finder in connection with the transactions contemplated hereby, and the Platform Owners and their Affiliates do not have and will not have any Liability or otherwise suffer or incur any Loss as a result of or in connection with any investment banker, brokerage, or finder's fee or other commission of any Person retained by or on behalf of UPH in connection with the transactions contemplated by this Agreement.

4.5 Investment Representation. UPH is acquiring the Membership Rights of GHP and the stock of HoldCo being acquired by it 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. UPH is an “accredited investor” as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”).

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE PLATFORM OWNERS

The Platform Owners hereby represent and warrant to UPH that the statements set forth in this Article V are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

5.1 Due Organization. UHC has been duly organized as a non-profit member corporation under the Laws of the State of Wisconsin and GHS has been duly organized as a non-stock member corporation under the Laws of the State of Wisconsin. The Platform Owners (a) have full right, power and authority to carry on their business as now being conducted and to own or lease and operate their properties as and in the places where such businesses are now conducted and such properties are now owned or leased and operated, and (b) are validly existing and in good standing under the Laws of the State of Wisconsin.

5.2 Due Authorization; Consents and Approvals; Enforceability.

(a) The Platform Owners have full corporate power and authority to enter into this Agreement and the Related Agreements to which they are a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Platform Owners of this Agreement and the Related Agreements to which they are 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 Platform Owners is necessary to authorize this Agreement and the Related Agreements to which they are a party and the transactions contemplated hereby and thereby.

(b) Except for (i) the OCI and DOH, and (ii) the applicable consents, waivers, approvals or authorization of those Persons described in Schedule 3.2, 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 by a Platform Owner in connection with the execution, delivery and performance of this Agreement and the Related Agreements to which such Platform Owner is a party.

(c) The Platform Owners have duly and validly executed and delivered this Agreement, and the Related Agreements to which they will be a party at the Closing will be duly and validly executed and delivered at the Closing. Assuming this Agreement and the Related Agreements are valid and binding obligations of UPH, this Agreement constitutes, and the Related Agreements to which they will be a party when executed will constitute, legal, valid and binding obligations of the Platform Owners, enforceable against them 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 Platform Owners of this Agreement and the Related Agreements to which they are a party, and the performance by them of this Agreement and the Related Agreements to which they are 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 Platform Owner, or any judgment, order or decree of any Governmental Authority binding on a Platform Owner, and (ii) do not breach or violate any applicable Law of any Governmental Authority.

(b) The execution and delivery by the Platform Owners of this Agreement and the Related Agreements to which they are a party, and the performance by the Platform Owners of this Agreement and the Related Agreements to which they are 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 a Platform Owner, any Platform Entity or any of their Subsidiaries 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 a Platform Owner is a party or by which a Platform Owner is bound or to which any assets or properties of a Platform Owner are subject.

5.4 Brokers. Except as set forth on Schedule 5.4, the Platform Owners have not used any investment banker, broker, or finder in connection with the transactions contemplated hereby, and UPH and its Affiliates do not have and will not have any Liability or otherwise suffer or incur any Loss as a result of or in connection with any investment banker, brokerage, or finder's fee or other commission of any Person retained by or on behalf of a Platform Owner in connection with the transactions contemplated by this Agreement.

5.5 Investment Representation. The Platform Owners are acquiring the Membership Rights of GHP and stock of HoldCo being acquired by them pursuant to Article I for their 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. Each Platform Owner is an "accredited investor" as defined in Regulation D promulgated by the Securities Act.

5.6 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE III, ARTICLE V AND IN THE PLATFORM OWNER DELIVERIES, NEITHER THE PLATFORM OWNERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE PLATFORM OWNERS, THE PLATFORM ENTITIES OR ANY OF THEIR SUBSIDIARIES OR THE BUSINESS, OPERATIONS, ASSETS, SHARES, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF THE PLATFORM OWNERS, THE PLATFORM ENTITIES OR ANY OF THEIR SUBSIDIARIES, 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) With respect to the period between the date hereof and the earlier to occur of the Closing or the termination of this Agreement pursuant to Article IX, and except as otherwise permitted or required by the terms hereof, UPH shall and shall cause PPIC to, and the Platform Owners shall and shall cause the Platform Entities and their Subsidiaries to, operate their respective businesses in all material respects only in the ordinary course of business, and UPH shall not and shall not permit PPIC to, and the Platform Owners shall not and shall not permit the Platform Entities or any of their Subsidiaries to, other than in the ordinary course of business and consistent with past practice, make any material Tax election, change any material Tax accounting method, enter into any settlement or compromise of any material Tax Liability, file an amended Tax Return, enter into any closing agreement with respect to Taxes, or consent to any extension or waiver of any statute of limitations with respect to Taxes.

(b) Except as consented to or approved by the other Party in writing or as permitted under the terms of this Agreement, UPH shall not, and shall not permit PPIC to, and the Platform Owners shall not, and shall not permit the Platform Entities or any of their Subsidiaries to, take or to agree (in writing or otherwise) to take any action which would (i) cause any of the representations or warranties of UPH and PPIC, on the one hand, or the Platform Owners or the Platform Entities and their Subsidiaries, on the other hand and as applicable, set forth in this Agreement to be untrue in any material respect, or (ii) prevent or materially impair the ability of UPH and PPIC, on the one hand, or the Platform Owners or the Platform Entities and their Subsidiaries, on the other hand and as applicable, to consummate the transactions contemplated by this Agreement, including, without limitation, actions that would be reasonably likely to prevent or materially impair the receipt of any consent, registration, approval, permit or authorization, that is necessary in connection with the execution and delivery of this Agreement, the Related Agreements and the consummation of the transactions contemplated hereby and thereby.

(c) Nothing in this Section 6.1 is intended to result in any Party or any of its Subsidiaries ceding control to the other Party of its basic ordinary course of business and commercial decisions.

6.2 Access and Information.

(a) With respect to the period between the date hereof and the earlier to occur of the Closing or the termination of this Agreement pursuant to Article IX, UPH shall and shall cause PPIC to, and the Platform Owners shall and shall cause the Platform Entities and their Subsidiaries to, afford to the other Party and its accountants, counsel and other representatives reasonable access, upon reasonable prior notice and during normal business hours, to all of the properties, books, accounts, records, contracts, and personnel of PPIC, on the one hand, and the Platform Entities and their Subsidiaries, on the other hand and as applicable, and, during such period, UPH shall and shall cause PPIC to, and the Platform Owners shall and shall cause the Platform Entities and their Subsidiaries to, and each Party shall cause their respective accountants, counsel and other representatives to, furnish promptly to the other Party and its representatives all information concerning the business and the properties and personnel of PPIC, on the one hand, and the Platform Entities and their Subsidiaries, on the other hand and as applicable, as may be reasonably requested by the other Party; provided that such access shall be subject to reasonable security measures and applicable Law and shall not unreasonably interfere with the operations of the Parties or their Subsidiaries.

(b) With respect to the period between the date hereof and the Closing, each of the Parties acknowledges and agrees that it remains bound by the confidentiality provisions included in that certain Non-Disclosure Agreement, dated January 31, 2016, by and among the Parties (the “Confidentiality Agreement”).

6.3 Exclusivity. With respect to the period between the date hereof and the earlier to occur of the Closing or the termination of this Agreement pursuant to Article IX, each Party shall not, and shall not permit any of its directors, officers, partners, employees, representatives, agents or Affiliates to, directly or indirectly, solicit, initiate, or encourage inquiries or proposals from, or provide any of its confidential information to, or participate in any discussions or negotiations with, any Person (other than each other Party and its directors, officers, employees, representatives and agents), in each case concerning any joint venture, merger, sale of assets, or sale of membership rights or equity securities of PPIC, on the one hand, and the Platform Entities and their Subsidiaries, on the other hand and as applicable, or any other similar transaction involving PPIC, on the one hand, and the Platform Entities and their Subsidiaries, on the other hand and as applicable, or their respective assets. Each Party shall promptly advise the other Party of, and communicate to such other Party the terms and conditions of (and the identity of the Person making), any such offer, inquiry or proposal received on or prior to the earlier to occur of the Closing Date or the termination of this Agreement pursuant to Article IX.

6.4 Antitrust Matters. No filings or submissions are required by the Parties under the HSR Act in connection with the consummation of the transactions contemplated by this Agreement. 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 complying with all antitrust and other applicable Laws, whether by redaction, limiting

the exchange of such information to “clean teams” or otherwise (including but not limited to the exchange of Schedule 2.18(a), Schedule 2.21, Schedule 3.18(a) and Schedule 3.21 and the information contemplated by Section 2.18(a), Section 2.21, Section 3.18(a) and Section 3.21).

6.5 Insurance Regulatory Filings.

(a) No later than ten (10) calendar days following the date hereof, the Parties shall prepare and file with the OCI a 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 Parties 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. Each Party acknowledges that time is of the essence in connection with the preparation and submission of the Form A filings and the filings with insurance Governmental Authorities required by Section 6.6 (the “Insurance Regulatory Filings”) and having them permitted, approved, or not disapproved, as appropriate.

(b) The filing fees to be paid in connection with the Insurance Regulatory Filings shall be paid fifty percent (50%) by the Platform Entities, on the one hand, and fifty percent (50%) by PPIC, on the other hand.

(c) 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 each other Party 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 such other Party’s reasonable comments may be considered in good faith by the filing or responding Party prior to making such filing or response, and (iii) subject to Section 6.4, provide each other Party 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.

(d) 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.

(e) UPH shall, and shall cause PPIC to, and the Platform Owners shall, and shall cause the Platform Entities and their Subsidiaries to, cooperate with all reasonable requests of each other Party in connection with the Insurance Regulatory Filings.

(f) UPH shall, and shall cause PPIC to, and the Platform Owners shall, and shall cause the Platform Entities and their Subsidiaries to, 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.

6.6 Other Filings.

(a) With respect to the period between the date hereof and the earlier to occur of the 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 described in Schedule 2.2 and Schedule 3.2.

(b) After Closing, the 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.

6.7 Public Announcements. The Parties will consult with each other regarding communication plans developed for purposes of announcing the transactions contemplated hereby through the Closing (or earlier termination of this Agreement pursuant to Article IX), and will cooperate to develop further communication plans as reasonably necessary. Such communication plans will address the communication needs of: (a) employees; (b) capital markets; (c) media; (d) market services and licensed insurance agents; (e) customers; and (f) any others deemed necessary by the Parties. For greater certainty, UPH, for itself and on behalf of PPIC, on the one hand, and the Platform Owners, for themselves and on behalf of the Platform Entities, on the other hand and as applicable, agree that they will not issue any press release or otherwise make any public statement or respond to any press inquiry with respect to this Agreement or the transactions contemplated hereby without the prior approval of the other Party (which approval will not be unreasonably conditioned, withheld or delayed), except as may be required to fulfill any condition to the Closing pursuant to this Agreement or as otherwise required by applicable Law.

6.8 Representations and Warranties; Updated Information. With respect to the period between the date hereof and the earlier to occur of the Closing or the termination of this Agreement pursuant to Article IX, each Party shall, after having obtained Knowledge thereof, promptly disclose in writing to the other Party any matter arising after the date of this Agreement that, if existing, occurring or known at the date of this Agreement would render inaccurate any of the representations or warranties of such Party contained in this Agreement. The delivery of any such updated information will not cure any breach of a representation or warranty nor will it limit any remedy that may be available to any Party under the terms of this Agreement.

6.9 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.

6.10 Interim Financial Statements.

(a) With respect to the period between the date hereof and the earlier to occur of the Closing or the termination of this Agreement pursuant to Article IX, UPH shall cause PPIC to promptly provide the Platform Owners with interim, unaudited, financial statements of PPIC prepared in the ordinary course of business in accordance with past practices for each calendar month, which shall include those financial statements required to be filed with OCI, within three (3) Business Days after being prepared or filed with OCI, as the case may be

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ARTICLE VII.
CONDITIONS TO CONSUMMATION OF THE EXCHANGE

7.1 Conditions to Obligations of UPH. The obligation of UPH to consummate the transactions contemplated by this Agreement is subject to the satisfaction or written waiver of each of the following conditions precedent:

(a) Each of the representations and warranties of the Platform Owners and the Platform Entities and their Subsidiaries set forth in this Agreement 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 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 Platform Owners and the Platform Entities and their Subsidiaries contained in this Agreement 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 Closing Date, as though made on and as of such date except as would not have a Material Adverse Effect on the Platform Owners or the Platform 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);

(b) The Platform Owners 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 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 this Agreement and the transactions contemplated hereby;

(e) The Platform Owners shall have provided written evidence satisfactory to UPH that all consents, waivers, approvals, notices and authorizations set forth on Schedule 7.1(e) have been obtained;

(f) There shall not have occurred any Material Adverse Effect on the Platform Owners or the Platform Entities or their Subsidiaries;

(g) The Platform Owners shall have delivered the Platform Closing Balance Sheet and supporting information to UPH as contemplated by Section 1.1(a);

(h) The alignment of certain financial and clinical operations of Meriter Hospital, Inc. and certain of its affiliated entities on the one hand, and UW Health and certain of its affiliated entities on the other hand; and

(i) All documents and instruments required to be delivered by or on behalf of the Platform Owners pursuant to Section 8.2 shall have been so delivered.

7.2 Conditions to Obligations of the Platform Owners. The obligation of the Platform Owners to consummate the transactions contemplated by this Agreement is subject to the satisfaction or written waiver of each of the following conditions precedent:

(a) Each of the representations and warranties of UPH and PPIC set forth in this Agreement 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 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 UPH and PPIC contained in this Agreement 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 Closing Date, as though made on and as of such date except as would not have a Material Adverse Effect on UPH and PPIC (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) UPH 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 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 this Agreement and the transactions contemplated hereby;

(e) UPH shall have provided written evidence satisfactory to the Platform Owners 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 UPH or PPIC;

(g) UPH shall have made the capital contribution described in Section 6.18(a);

(h) UPH shall have provided written evidence satisfactory to the Platform Owners that the PPIC Surplus Notes have been satisfied;

(i) The alignment of certain financial and clinical operations of Meriter Hospital, Inc. and certain of its affiliated entities on the one hand, and UW Health and certain of its affiliated entities on the other hand; and

(j) All documents and instruments required to be delivered by or on behalf of UPH pursuant to Section 8.1 shall have been so delivered.

ARTICLE VIII. DELIVERIES

8.1 Deliveries by UPH. Subject to written waiver by the Platform Owners, UPH shall and shall cause PPIC to execute, as appropriate, and deliver to the Platform Owners at the Closing all of the following documents and instruments:

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

(b) a certificate dated the Closing Date signed by an appropriate executive officer of UPH or PPIC, as applicable, certifying (i) UPH's and PPIC's articles of incorporation and by-laws, and (ii) the resolutions of UPH's board of directors (or board meeting minutes reflecting the same) approving UPH's execution, delivery and performance of this Agreement;

(c) a certificate of status with respect to UPH and PPIC issued by the Department of Financial Institutions of the State of Wisconsin, the OCI or the Iowa Secretary of State, as applicable, not earlier than ten (10) Business Days prior to the Closing Date;

(d) the Related Agreements; and

(e) all other documents and instruments reasonably required or requested by the Platform Owners to consummate the transactions contemplated hereby.

8.2 Deliveries by Platform Owners. Subject to written waiver by UPH, the Platform Owners shall and shall cause the Platform Entities and their Subsidiaries to execute, as appropriate, and deliver to UPH at the Closing all of the following documents and instruments:

(a) a certificate in UPH's name representing the Membership Rights of GHP acquired by UPH pursuant to Article I;

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

(c) a certificate dated the Closing Date signed by an appropriate executive officer of each Platform Owner certifying (i) the Platform Owners' and the Platform Entities' and their Subsidiaries' articles of incorporation and by-laws, and (ii) the resolutions of the board

of directors of each Platform Owner (or board meeting minutes reflecting the same) approving such Platform Owner's execution, delivery and performance of this Agreement;

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

(e) the Related Agreements; and

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

ARTICLE IX. TERMINATION

9.1 Termination by Consent. This Agreement may be terminated at any time prior to the 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 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 transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable.

9.3 Termination by UPH. This Agreement may be terminated and the consummation of the transactions contemplated hereby or under the Related Agreements may be abandoned at any time prior to the Closing Date by UPH, if there has been a breach by the Platform Owners 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 UPH at the Closing, and (a) such breach has not been waived by UPH; (b) UPH has provided written notice to the Platform Owners of such breach; and (c) the Platform Owners have not cured (if curable) such breach within twenty (20) calendar days after receiving written notice thereof from UPH.

9.4 Termination by a Platform Owner. This Agreement may be terminated and the consummation of the transactions contemplated hereby or under the Related Agreements may be abandoned at any time prior to the Closing Date by GHS or UHC, if there has been a breach by UPH 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 the Platform Owners at the Closing, and (a) such breach has not been waived by the terminating Platform Owner; (b) the terminating Platform Owner has provided written notice to UPH of such breach; and (c) UPH has not cured (if curable) such breach within twenty (20) calendar days after receiving written notice thereof from the terminating Platform Owner.

9.5 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 Section 6.7, this Section 9.5 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.

9.6 Extension; Waiver. At any time prior to the Closing Date, UPH, on the one hand, and the Platform Owners, 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 as of the date of this Agreement and remade as of the Closing Date. Subject to Section 10.1(b), the representations, warranties, covenants and agreements set forth in this Agreement shall survive the 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 2.17, Section 3.17, the UPH Fundamental Representations and the Platform 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 earlier of (i) eighteen (18) months after the Closing Date, and (ii) the date that is ninety (90) days after the first complete fiscal year of each of PPIC and each Platform Entity that both begins and ends after the Closing Date. UPH shall remain liable for Losses arising from breaches of Section 2.17 or the UPH Fundamental Representations for five (5) years after the Closing Date and the Platform Owners shall remain liable for Losses arising from breaches of Section 3.17 or the Platform Fundamental Representations for five (5) years after the Closing Date.

10.2 Indemnification by UPH. From and after the Closing, UPH shall indemnify and defend the Platform Owners and their Affiliates and each of their respective officers, directors, trustees, employees, agents and representatives (the "Platform 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 UPH or PPIC in this Agreement; or

(b) any breach of or failure by UPH or PPIC to perform any covenant or obligation of UPH or PPIC contemplated in this Agreement.

For purposes of this Agreement, the term “Losses” shall mean 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. Furthermore, for purposes of Section 10.2(a), with respect to any breach of or an inaccuracy in any representation or warranty made by UPH or PPIC in this Agreement other than the UPH Fundamental Representations, Losses shall be calculated as if the Platform Owners were the sole owners of PPIC, and, for purposes of Section 10.3(a), with respect to any breach of or an inaccuracy in any representation or warranty made by the Platform Owners or the Platform Entities or their Subsidiaries in this Agreement other than the Platform Fundamental Representations, Losses shall be calculated as if UPH were the sole owner of the Platform Entities.

10.3 Indemnification by Platform Owners. From and after the Closing, the Platform Owners shall indemnify and defend UPH and its Affiliates and each of their respective officers, directors, trustees, employees, agents and representatives (the “UPH 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 the Platform Owners or the Platform Entities or their Subsidiaries in this Agreement; or

(b) any breach of or failure by the Platform Owners or the Platform Entities or their Subsidiaries to perform any covenant or obligation of the Platform Owners or the Platform Entities or their Subsidiaries contemplated in this Agreement.

10.4 Claims. As soon as is reasonably practicable after becoming aware of a claim for indemnification under this Agreement, the Person(s) entitled to, or claiming a right to, indemnification under this Article X (the “Indemnified Person”) shall promptly give notice to the Person(s) claimed by the Indemnified Person to be obliged to provide indemnification under this Article X (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 Section 10.2 or Section 10.3), 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.

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[REDACTED]

10.6 Indemnification Payments. All indemnification payments for Losses incurred by the Platform Indemnified Parties with respect to any breach or inaccuracy of the UPH Fundamental Representations or with respect to Section 10.2(b), shall be paid by UPH by wire transfer of immediately available funds to an account or accounts designated by the Platform Owners. The Platform Owners acknowledge and agree that they will designate amounts paid to each account such that each of the Platform Owners will first be reimbursed for their actual, out-of-pocket Losses related to the indemnification payments that are made by UPH and governed by the first sentence of this Section 10.6, pro rata in proportion to such actual, out-of-pocket Losses, and then to reimburse UHC for seventy-five percent (75%), and to reimburse GHS for twenty-five percent (25%), of the remaining Losses related to the same. All other indemnification payments under Section 10.2 shall be paid by UPH to PPIC. All indemnification payments for Losses incurred by the UPH Indemnified Parties with respect to any breach or inaccuracy of the Platform Fundamental Representations or with respect to Section 10.3(b), shall be paid by the Platform Owners by wire transfer of immediately available funds to an account designated by UPH. All other indemnification payments under Section 10.3 shall be paid by the Platform Owners to the Platform Entities.

10.7 Exclusive Remedy. Except as set forth in Section 9.5 and Section 11.12, the Parties acknowledge and agree that, after the 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.

10.8 Platform Owner Contribution Right.

(a) The Platform Owners intend that, notwithstanding the provisions of Section 10.3, each Platform Owner shall ultimately bear responsibility and liability for any payment made by the Platform Owners in connection with Section 10.3 (such payment, an "Indemnification Payment") as follows:

(i) if such payment is incident to, resulting from, or in any way arising out of or in connection with any breach of, or failure by, such Platform Owner to perform any covenant or obligation of such Platform Owner contemplated in this Agreement, one hundred percent (100%) by such Platform Owner;

(ii) if such payment is incident to, resulting from, or in any way arising out of or in connection with any breach of, or inaccuracy in, any representation or warranty made by the Platform Owners with respect to such Platform Owner, one hundred percent (100%) by such Platform Owner;

(iii) for all other Indemnification Payments, seventy-five percent (75%) by UHC and twenty-five percent (25%) by GHS.

If any Platform Owner (a "Paying Platform Owner") makes an Indemnification Payment, the other Platform Owner (the "Contributing Platform Owner") shall pay to the Paying Platform Owner an amount (if any) (the "Contribution Amount") so that, after payment of the Contribution Amount by the Contributing Platform Owner, all liabilities and obligations under or related to Section 10.3 (including any and all prior Indemnification Payments and considering prior Contribution Amounts) shall have been paid and discharged by the Platform Owners in accordance with the responsibility and liability of the Platform Owners set forth above. In determining the responsibility and liability of the Platform Owners with respect to any liability or obligation under or related to Section 10.3, the Deductible will be applied against all such liabilities or obligations under or related to Section 10.3, in proportion to the dollar amount of the Losses incident to, resulting from, or in any way arising out of or in connection with each such liability or obligation. Notwithstanding the foregoing, no Contribution Amount shall be payable by a Contributing Platform Owner with respect to an Indemnification Payment if the action or inaction resulting in such Indemnification Payment also results in an indemnification obligation by the Paying Platform Owner to the Contributing Platform Owner pursuant to that certain Exchange Agreement by and between GHS and UHC dated as of December 18, 2015 (the "Initial Exchange Agreement"). Moreover, and notwithstanding the foregoing, the Contribution Amount payable by the Contributing Platform Owner to the Paying Platform Owner shall be equal to 100% of the Indemnification Payment if the action or inaction resulting in such Indemnification Payment also results in an indemnification obligation by the Contributing Platform Owner to the Paying Platform Owner pursuant to the Initial Exchange Agreement.

(b) If any Paying Platform Owner is at any time reimbursed in whole or in part by any third party for any Indemnification Payment as to which such Paying Platform Owner has collected a Contribution Amount from any Contributing Platform Owner and such reimbursement was not paid to such Paying Platform Owner on behalf of a Contributing Platform Owner, each Contributing Platform Owner shall be entitled to recover from the Paying Platform Owner such amount as is necessary in order that each Contributing Platform Owner has borne a share of the aggregate Indemnification Payments (net the aforementioned reimbursements) in accordance with Section 10.8(a).

(c) This Section 10.8 shall not modify, alter, amend or otherwise affect the indemnification obligations described in Article X of the Initial Exchange Agreement 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. Except as set forth in Section 6.11, 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.

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.

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 COURTS OF THE STATE OF WISCONSIN LOCATED IN THE CITY OF MADISON, OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF WISCONSIN LOCATED IN THE CITY OF MADISON, AND OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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.

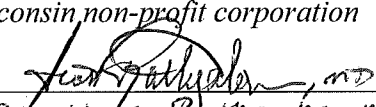
[Signatures on Following Pages]

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 non-profit corporation

By: 
SCOTT W. Ringaber, MD, CEO

Address for notice purposes:

Gundersen Health System
1900 South Avenue, Mail Stop GB1-001
LaCrosse, WI 54601
Attn: General Counsel

With a copy to (which will not constitute notice):

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Gary Scott Davis, P.A.
Matthew Bielen

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


Godfrey & Kahn SC
One East Main Street, Suite 500
Madison, Wisconsin 53703
Attn: Jed Roher

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 non-profit member corporation

By: 
Michael E. Dallman
President

Address for notice purposes:

University Health Care, Inc.
7974 UW Health Court
Middleton, WI 53562
Attn: UW Health Legal Department

With a copy to (which will not constitute notice):

McDermott Will & Emery LLP
333 Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attn: Gary Scott Davis, P.A.
Matthew Bielen

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

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53703
Attn: Hamang B. Patel

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

Unity Health Insurance
840 Carolina St
Sauk City, WI 53583-1374
Attn: General Counsel

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: _____



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

EXHIBIT A

DEFINITIONS

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

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

“Accrued Healthcare Expenses” means the following: (a) all reported but unpaid allowable claims and all incurred but not reported allowable claims, each related to healthcare services provided to those Persons for which the Platform Entities or their Subsidiaries or PPIC, as applicable, provided or provides medical coverage, and (b) capitation payables and any other healthcare or medical related payables, estimates of settlements and returns of withhold under risk share arrangements with providers, in each instance for the period through the Closing.

“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. Each Platform Entity shall be deemed to be an Affiliate of each Platform Owner.

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

“Audited Adjusted Platform Capital and Surplus” shall mean (a) the total capital and surplus of the Platform Entities as set forth in the Audited Platform 2016 Financial Statements as adjusted to reflect the payments, transfers and charges pertaining to the Platform Entities as contemplated by the RI-RA Payments Report, plus (b) the amount of the premium deficiency reserve, if any, set forth in the Audited Platform 2016 Financial Statements, plus (c) the amount (if any) of the Discretionary GHP Contribution.

“Audited Adjusted PPIC Capital and Surplus” shall mean (a) the capital and surplus of PPIC as set forth in the Audited PPIC 2016 Financial Statements as adjusted to reflect the payments, transfers and charges pertaining to PPIC as contemplated by the RI-RA Payments Report, plus (b) the amount of the premium deficiency reserve, if any, set forth in the Audited PPIC 2016 Financial Statements, minus (c) the outstanding principal and accrued interest under the PPIC Surplus Notes on December 31, 2016.

“Audited Platform 2016 Financial Statements” means the audited statutory financial statements of the Platform Entities which comprise the statutory statements of admitted assets, liabilities and capital and surplus as of December 31, 2016, and the related statutory statements of revenues and expenses, changes in capital and surplus and cash flows for the year then ended and the related notes thereto.

“Audited PPIC 2016 Financial Statements” means the audited statutory financial statements of PPIC which comprise the statutory statement of admitted assets, liabilities and capital and surplus as of December 31, 2016, and the related statutory statement of revenues and expenses, changes in capital and surplus and cash flows for the year then ended and the related notes thereto.

“Audited PPIC 2017 Financial Statements” means the audited statutory financial statements of PPIC which comprise the statutory statement of admitted assets, liabilities and capital and surplus as of December 31, 2017, and the related statutory statement of revenues and expenses, changes in capital and surplus and cash flows for the year then ended and the related notes thereto.

“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” shall have the meaning set forth in Section 10.5(a).

“Closing” shall have the meaning set forth in Section 1.2.

“Closing Aggregate Capital and Surplus” shall mean the sum of the Closing Platform Capital and Surplus and the Deemed PPIC Capital and Surplus.

“Closing Date” shall have the meaning set forth in Section 1.2.

“Closing Platform Capital and Surplus” shall mean (a) the total capital and surplus of the Platform Entities and their Subsidiaries as set forth in the Platform Closing Balance Sheet, plus (b) the amount of the premium deficiency reserve, if any, set forth in the Platform Closing Balance Sheet, plus (c) the amount (if any) of the Discretionary GHP Contribution.

“Closing GHS Portion” means the quotient of (a) twenty-five percent (25%) of Closing Platform Capital and Surplus, divided by (b) Closing Aggregate Capital and Surplus.

“Closing UHC Portion” means the quotient of (a) seventy-five percent (75%) of Closing Platform Capital and Surplus, divided by (b) Closing Aggregate Capital and Surplus.

“Closing UPH Portion” means the quotient of (a) Deemed PPIC Capital and Surplus, divided by (b) Closing Aggregate Capital and Surplus.

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

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Confidentiality Agreement” shall have the meaning set forth in Section 6.2(b).

“Contributing Platform Owner” shall have the meaning set forth in Section 10.8(a).

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

“Hazardous Material(s)” means any substance that is (a) defined as a hazardous substance, hazardous material, hazardous waste, biohazardous materials, pollutant, toxic substance, pesticide, contaminant or words of similar import under any Environmental Law; (b) a petroleum hydrocarbon, including crude oil or any fraction thereof; (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive or carcinogenic; or (d) regulated pursuant to any Environmental Law.

“Health Care Program” shall have the meaning set forth in Section 2.14(c).

“HIPAA” shall have the meaning set forth in Section 2.14(r).

“HoldCo” shall have the meaning set forth in the recitals of this Agreement.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

“Income Tax Return” means any Tax Return that is required to be filed with respect to a tax that is based on, or calculated by reference to, net income.

“Indebtedness” means any (a) obligations relating to indebtedness for borrowed money, (b) obligations evidenced by bonds, notes, debentures or similar instruments, (c) obligations in respect of capitalized leases, (d) obligations in respect of banker’s acceptances or letters of credit, (e) obligations for the deferred purchase price of property or services (other than current accounts payable and similar accrued liabilities incurred in the ordinary course of business), (f) indebtedness or obligations of the types referred to in the preceding clauses (a) through (e) of any other Person secured by any Lien on any assets of a Person even though such Person has not assumed or otherwise become liable for the payment thereof, (g) obligations in the nature of guarantees of obligations of the type described in clauses (a) through (e) above of any other Person, and (h) obligations under any interest rate swap or hedge agreement, in each case together with all accrued interest thereon and any applicable prepayment, breakage or other premiums, fees or penalties.

“Indemnified Person” shall have the meaning set forth in Section 10.4.

“Indemnifying Person” shall have the meaning set forth in Section 10.4.

“Indemnification Payment” shall have the meaning set forth in Section 10.8(a).

“Initial Exchange Agreement” shall have the meaning set forth in Section 10.8(a).

“Insurance Regulatory Filings” shall have the meaning set forth in Section 6.5(a).

“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.

“Interim Platform Financial Statements” shall have the meaning set forth in Section 6.10(b).

“Interim PPIC Financial Statements” shall have the meaning set forth in Section 6.10(a).

“IRS” shall have the meaning set forth in Section 2.20(a).

“Knowledge” means (a) with respect to UPH, the knowledge of the directors, officers and senior management of UPH and PPIC, in each instance after reasonable inquiry, and (b) with respect to the Platform Owners, the knowledge of the directors, officers and senior management of the Platform Owners, the Platform Entities and the Platform Entities’ Subsidiaries, in each instance after reasonable inquiry.

[REDACTED]

“Laws” means any federal, state, local or municipal statute, law, ordinance, regulation, rule, code, order, other requirement or rule of law.

“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 [REDACTED]

[REDACTED] 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).

[REDACTED]

“Loss(es)” shall have the meaning set forth in Section 10.2.

“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 a material adverse effect on the assets, Liabilities, condition (financial or otherwise) or results of operations of the business of PPIC, on the one hand, and the Platform Entities or their Subsidiaries, on the other hand and as applicable, or the ability of UPH or PPIC, on the one hand, or the Platform Owners or the Platform 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.

“Material Platform Contracts” shall have the meaning set forth in Section 3.10(a).

“Material Platform Non-ERISA Plans” shall have the meaning set forth in Section 3.20(a).

“Material PPIC Contracts” shall have the meaning set forth in Section 2.10(a).

“Material PPIC Non-ERISA Plans” shall have the meaning set forth in Section 2.20(a).

[REDACTED]

“Medicare” shall have the meaning set forth in Section 2.14(j).

“Medicare Advantage Plan” shall mean a Medicare Advantage Plan, as defined by Law, including a Medicare Advantage Prescription Drug Plan.

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

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

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

“Membership Rights” has the meaning set forth in the Amended and Restated Bylaws of GHP that is included as a Related Agreement.

“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.

[REDACTED]

“OCI” shall have the meaning set forth in the recitals of this Agreement.

“OIG” shall have the meaning set forth in Section 2.14(i).

“Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, including all electrical, mechanical, plumbing and other building systems, fire protection, security and surveillance systems, telecommunications, computer, wiring, and cable installations, utility installations, water distribution systems, and landscaping, together with all easements and other rights and interests appurtenant thereto (including air, oil, gas, mineral, and water rights), owned by a Person.



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

“Paying Platform Owner” shall have the meaning set forth in Section 10.8(a).

“Permits” shall have the meaning set forth in Section 2.14(a).

“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.

“Platform Closing Balance Sheet” shall have the meaning set forth in Section 1.1(a).

“Platform Entities” shall have the meaning set forth in the recitals of this Agreement.

“Platform Financial Statements” means, collectively, (a) the audited statutory financial statements of the Platform Entities and their Subsidiaries which comprise the statutory statements of admitted assets, liabilities and capital and surplus as of December 31, 2014, and the related statutory statements of revenues and expenses, changes in capital and surplus and cash flows for the year then ended and the related notes thereto; (b) the audited statutory financial statements of the Platform Entities and their Subsidiaries which comprise the statutory statements of admitted assets, liabilities and capital and surplus as of December 31, 2015, and the related statutory statements of revenues and expenses, changes in capital and surplus and cash flows for the year then ended and the related notes thereto; (c) the financial statements of the Platform Entities and their Subsidiaries required to be filed with the OCI or the DOH during 2014, 2015 and 2016; (d) the unaudited statutory financial statements of the Platform Entities and their Subsidiaries which comprise the statements of admitted assets, liabilities and capital and surplus as of December 31, 2016, and the related statements of revenues and expenses,

“PPIC Intellectual Property” means the Intellectual Property and Software used in the conduct of the business of PPIC as it is currently conducted.



“PPIC Medicaid Contract” shall mean that certain contract for BadgerCare Plus and/or Medicaid SSI HMO Services between PPIC and the Wisconsin Department of Health Services for the period from January 1, 2016 through December 31, 2017.

“PPIC Plans” shall have the meaning set forth in Section 2.20(a).

“PPIC Pension Plans” shall have the meaning set forth in Section 2.20(a).

“PPIC Surplus Notes” means those certain promissory notes held by Meriter Health Services, Inc. identified in Schedule 2.11.



“PPIC Welfare Plans” shall have the meaning set forth in Section 2.20(a).

“Pre-Closing Tax Period” shall have the meaning set forth in Section 2.17(a)(i).

“Prior NOLs” shall have the meaning set forth in Section 2.17(a)(ix).

“Quartz” shall have the meaning set forth in the recitals of this Agreement.

“Release” and similar terms mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Material).

“Related Agreements” means the Amended and Restated Management Agreement between Quartz and Unity (in the form attached hereto as Exhibit E), Amended and Restated Management Agreement between Quartz and GHP (in the form attached hereto as Exhibit F), Management Agreement between Quartz and PPIC (in the form attached hereto as Exhibit G), Employee Lease Agreement between PPIC and Quartz (in the form attached hereto as Exhibit H), Articles of Incorporation of HoldCo (in the form attached hereto as Exhibit I), Bylaws of HoldCo (in the form attached hereto as Exhibit J), Stockholders Agreement between the Parties and HoldCo (in the form attached hereto as Exhibit K), Amended and Restated Members Agreement between the Parties and GHP (in the form attached hereto as Exhibit L), Amended and Restated Bylaws of GHP (in the form attached hereto as Exhibit M), Interested Parties Agreement of Quartz (in the form attached hereto as Exhibit N), Amended and Restated Bylaws of Quartz (in the form attached hereto as Exhibit O), Interested Parties Agreement of Unity (in the form attached hereto as Exhibit P), Amended and Restated Bylaws of Unity (in the form attached hereto as Exhibit Q), Interested Parties Agreement of PPIC (in the form attached hereto as Exhibit R), Amended and Restated Bylaws of PPIC (in the form attached hereto as Exhibit S), First Amendment to the Restated Consulting Agreement between PPIC and  (in the form attached hereto as Exhibit T), First Amendment to the Executive Services Agreement  between PPIC and UPH (in the form attached hereto as Exhibit U), Stock Transfer

Powers (in the form attached hereto as Exhibit V), and each of the other documents, certificates and instruments to be delivered hereunder or thereunder.

“RI-RA Payments Report” means the summary report on transitional reinsurance payments, risk corridor payments and permanent risk adjustment transfers for the 2016 benefit year to be issued by CMS in 2017.

“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.

“Securities Act” shall have the meaning set forth in Section 4.5.

“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.

“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. Each Platform Entity shall be deemed to be a Subsidiary of each Platform Owner.

“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.

[REDACTED]

“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.

[REDACTED]

[REDACTED]

“Top Platform Customers” shall have the meaning set forth in Section 3.21.

“Top Platform Suppliers” shall have the meaning set forth in Section 3.21.

“Top PPIC Customers” shall have the meaning set forth in Section 2.21.

“Top PPIC Suppliers” shall have the meaning set forth in Section 2.21.

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

“Unity” shall have the meaning set forth in the recitals of this Agreement.

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

“UPH Fundamental Representations” means the representations and warranties contained in Section 2.1 (Due Organization), Section 2.2 (Consents and Approvals), Section 2.3(a) (Conflicts), Section 2.4 (Capitalization), Section 2.5 (Subsidiaries), Section 4.1 (Due Organization), Section 4.2 (Due Authorization; Consents and Approvals; Enforceability) and Section 4.3(a) (Conflicts).

[REDACTED]

“UPH Indemnified Parties” shall have the meaning set forth in Section 10.3.

“WARN” shall have the meaning set forth in Section 2.18(c).

[REDACTED]

EXHIBIT B
PPIC OFFICERS

Title	Name
President and Chief Executive Officer	Terry R. Bolz
Chief Medical Officer and Executive Vice President	Gary Lenth, MD
Vice President, Chief Financial Officer and Treasurer	James L. Hiveley
General Counsel, Vice President and Secretary	Christine C. Senty
Vice President and Chief Information Officer	Marybeth Bay
Vice President, Managed Care and Large Group Business	Brian Collien
Vice President Human Resources and Organizational Effectiveness	Kimila Daniels
Vice President and Chief Operating Officer	Gail Midlikowski
Vice President of Actuarial and Small Group and Individual Business	Rob Plesha
Vice President, Actuarial and Business Development Services	Sam Schmirler
Vice President, Sales and Provider Network Management	Greg Skemp
Assistant Vice President, Operations	Karla Lord
Assistant Vice President of Operations	Debbie Schiffman
Assistant Vice President, Compliance and Government Regulatory Operations	Kelly Skifton
Assistant Vice President of Marketing	Jennifer Woomer Dinehart
Assistant Corporate Secretary	Kristie Meier

EXHIBIT C

PPIC MEDICAL AFFAIRS STAFF

Pharmacy Services

- Director of Pharmacy Services
- Clinical MTM Pharmacist
- Managed Care Pharmacist
- Case Manager – Special Populations
- Pharmacy Benefits Specialist
- Pharmacy Care Coordinator

Care Management

- Manager of Care Management
- Medical Director
- Clinical Engagement Program Manager
- Care Management Nurse
- Manager Care Coordinator
- Managed Care Coordinator II
- Care Management Support Team Lead
- Care Management Support
- Social Services Liaison

EXHIBIT T

**FIRST AMENDMENT TO THE RESTATED CONSULTING AGREEMENT BETWEEN
PPIC AND [REDACTED]**

See attached.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted] 20626949.1

EXHIBIT U

**FIRST AMENDMENT TO THE EXECUTIVE SERVICES AGREEMENT [REDACTED]
BETWEEN PPIC AND UPH**

See attached.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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