

September 3, 2014

**VIA FEDERAL EXPRESS OVERNIGHT AND
EMAIL: Kristin.Forsberg@Wisconsin.gov**

Kristin Forsberg, CPA, CFE
Bureau of Financial Analysis and Examinations
Office of the Commissioner of Insurance
125 S. Webster St.
Madison, WI 53702

Re: In the Matter of the Acquisition of Control of Network Health Plan and Network Health Insurance Corporation by Froedtert Health, Inc.

Dear Ms. Forsberg:

Enclosed please find a manually signed original and one copy of a Form A to elicit OCI's approval, pursuant to Wis. Stat. § 611.72, Wis. Stat. § 613.78, and Wis. Admin. Code § Ins 40.02, of Froedtert Health, Inc.'s ("Froedtert") acquisition of control of Network Health Plan ("NHP") and Network Health Insurance Corporation ("NHIC"). Also enclosed is an original Consent to Jurisdiction Statement for Froedtert, pursuant to Wis. Stat. § 617.11(5) and Wis. Admin. Code § Ins 40.19. An original Consent to Jurisdiction Statement for Ministry Health Care, Inc. ("MHC") dated November 28, 2011 is already on file with OCI.

The transaction resulting in Froedtert's acquisition of control of NHP and NHIC is described in more detail in Item 1 of the enclosed Form A. Also, although it is just a formality in this matter, I am providing (i) NHP and NHIC with a copy of the Form A by sending a copy of this letter and the enclosed Form A to Sheila Jenkins, NHP and NHIC President, in compliance with § Ins 40.02(1)(b)1 and (ii) Ministry Health Care, Inc. with a copy of the Form A by sending a copy of this letter and the enclosed Form A to Ronald Mohorek, MHC Senior Vice President and General Counsel, in compliance with Wis. Admin. Code § Ins 40.02(1)(b)1.

As you will note from the Member Admission Agreement attached as Exhibit 1 to the Form A, the involved parties hope to timely close this transaction. Toward that end, I have also enclosed Waivers of Minimum Hearing Notice from MHC and Froedtert waiving minimum notice of the Form A hearing.

Please note that Exhibits 1 and 8 to the Form A contain certain confidential information that could put Froedtert at a competitive disadvantage if released to the public. Froedtert uses reasonable efforts to keep this information confidential, and the information is a "trade secret" under Wis. Stat. § 134.90(1)(c) because it "derives independent economic value, actual or potential, from not being

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generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use [and] is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.”

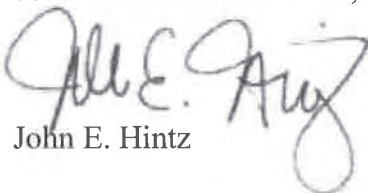
As you know, a trade secret is exempt from the public records law under Wis. Stat. § 19.36(5) and Wis. Admin. Code § Ins. 6.13(2). In line with these provisions, and with Wis. Stat. § 601.465, appropriately redacted versions of Exhibits 1 and 8 are being filed herewith, and non-redacted versions of Exhibits 1 and 8 will be provided to OCI under separate cover. Froedtert respectfully requests that OCI does not release the non-redacted versions of Exhibits 1 and 8 to the public.

Similarly, please note that Exhibits 3(a) and 3(b) to the Form A contains certain non-public, personal and confidential information that could expose the named individuals to a higher risk of being targeted for identity theft. Therefore, appropriately redacted versions of Exhibits 3(a) and 3(b) are being filed herewith, and non-redacted versions of Exhibits 3(a) and 3(b) will be provided to OCI under separate cover. Accordingly, Froedtert respectfully requests that OCI does not release the non-redacted version of Exhibits 3(a) and 3(b) to the public, consistent with the provisions of Wis. Stat. §§ 19.36(5) and 601.465, and Wis. Admin. Code § Ins. 6.13(2).

If you have any questions, please do not hesitate to contact me. We look forward to working with you and OCI throughout this process, and thank you for your consideration.

Very truly yours,

von BRIESEN & ROPER, s.c.



John E. Hintz

Enclosures

CC: Catherine Mode Eastham, Esq., Senior Vice President and General Counsel, Froedtert Health
(via email w/ enclosures)
Sheila Jenkins, President, Network Health Plan and Network Health Insurance Corporation
(via email w/ enclosures)
Ronald Mohorek, Esq., Senior Vice President and General Counsel, Ministry Health Care
(via email w/ enclosures)

FORM A

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

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

Network Health Plan and Network Health Insurance Corporation
Wisconsin Insurers

By

Froedtert Health, Inc.

Acquiring Person (Applicant)

Filed with the insurance department of Wisconsin

Date: September 3, 2014

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

Catherine Mode Eastham, Esq.
Senior Vice President & General Counsel
Froedtert Health, Inc.
9200 West Wisconsin Avenue
Milwaukee, WI 53226-0099
Phone: (414) 805-2994
Fax: (414) 805-5283
Email: Catherine.Eastham@froedtert.com

Please provide copies to:

John E. Hintz, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue
Suite 1000
Milwaukee, WI 53202-6676
Phone: (262) 719-3577
Fax: (414) 276-6281
Email: jhintz@vonbriesen.com

Michael Bamberger, Esq.
Beck, Chaet, Bamberger &
Polsky, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202
Phone: (414) 273-4200
Fax: (414) 273-7786
Email: mbamberger@bcblaw.net

ITEM 1. INSURER AND METHOD OF ACQUISITION

The names and addresses of the domestic insurers to which this application relates are as follows:

Network Health Plan (“NHP”)
1570 Midway Place
Menasha, Wisconsin 54952

Network Health Insurance Corporation (“NHIC”)
1570 Midway Place
Menasha, Wisconsin 54952

With this Statement Regarding the Acquisition of Control of or Merger with Domestic Insurers (this “**Form**”), Froedtert Health, Inc., a Wisconsin non-stock non-profit corporation (“**Froedtert Health**”) seeks the prior approval of the Office of the Commissioner of Insurance (“**Office**”) for the acquisition of control, as described herein, of NHP and NHIC (collectively referred to herein as “**NHP/NHIC**”) by becoming a corporate member of Ministry Holdings, Inc. (“**MHI**”).

By way of background, MHI is the sole corporate member of NHIC, a non-profit non-stock service insurance corporation licensed under Chapter 613 of the Wisconsin Statutes. MHI is also the sole shareholder of NHP, a Wisconsin corporation licensed under Chapter 611 of the Wisconsin statutes as a health maintenance organization. Currently, Ministry Health Care, Inc. (“**MHC**”) is the sole corporate member of MHI. After approval of the acquisition and upon closing of the transaction, the legal name of MHI will change to Network Health, Inc.

Froedtert Health intends to become a member of MHI, pursuant to the terms and conditions of a Member Admission Agreement (“**Agreement**”) to be dated as of September 30, 2014, by and between MHC, MHI and Froedtert Health. In accordance with the Agreement, Froedtert Health will acquire a 50 percent interest in MHI, and MHC will retain a 50 percent interest in MHI, subject to all required regulatory approvals, including the approval of this Form by the Office. A near-final version of the Agreement is attached to this Form as **Exhibit 1**. Due to the confidential and proprietary nature of the Agreement, the **Exhibit 1** attached to this Form is redacted as appropriate. A non-redacted **Exhibit 1** has been filed with the Office under separate cover. Consistent with Wis. Admin. Code §§ Ins. 40.02(4) and 40.14(2), the final version of the Agreement shall be filed with the Office within two business days of its completion via an amended Form.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) The name and business address of the Applicant.

Froedtert Health, Inc.
9200 W. Wisconsin Ave.
Milwaukee, WI 53226

(b) The Applicant's business operations.

Froedtert Health is the parent organization that controls, directly and/or indirectly a regional health care network made up of (i) Froedtert Memorial Lutheran Hospital, Inc., Milwaukee, a Wisconsin non-stock non-profit corporation which owns and operates an academic hospital that is the primary adult teaching affiliate of The Medical College of Wisconsin, Inc.; (ii) Community Memorial Hospital of Menomonee Falls, Inc., Menomonee Falls, a Wisconsin non-stock non-profit corporation which owns and operates a general acute care community hospital; (iii) St. Joseph's Community Hospital of West Bend, Inc., West Bend, a Wisconsin non-stock non-profit corporation which owns and operates a general acute care community hospital; (iv) Froedtert & The Medical College of Wisconsin Community Physicians, Inc., a Wisconsin non-stock non-profit corporation which owns and operates primary and multispecialty physician clinics; and (v) other corporations and legal entities engaged directly or indirectly in the delivery of health care and related activities and services in southeastern Wisconsin.

Froedtert Health intends to continue its current business operations as described above and will be a 50 percent corporate member of MHI.

(c) Organizational Structure.

Exhibit 2(c) attached to this Form is a chart showing the identities of and the interrelationships among Froedtert Health and all affiliates of Froedtert Health, excluding any entities with total assets less than 0.5 percent of the total assets of Froedtert Health. The type of organization, the state of domicile, and the percentage or type of ownership interest is shown for each such entity. Froedtert Health's control of these subsidiaries is indicated, in the case of limited liability companies, by its ownership of a membership interest in such companies; in the case of stock corporations, by its direct or indirect ownership of voting securities; and, in the case of non-stock corporations, its status as member, or by virtue of its reserved powers under the organizational documents, of those non-stock corporations. There are no court proceedings involving a reorganization or liquidation that are pending with respect to any entity depicted on **Exhibit 2(c)**.

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

Exhibit 3(a) attached to this Form is a list of all persons who are directors and executive officers of Froedtert Health, and includes the name, business address and current occupation of each such person. Since Froedtert Health is a non-stock corporation, there are no owners of voting securities of Froedtert Health.

Exhibit 3(b) attached to this Form contains the Biographical Form A (OCI Form 21-200) forms for directors and executive officers of Froedtert Health. Due to the confidential nature of the Biographical Form A (OCI Form 21-200) statements, the **Exhibit 3(b)** attached to this Form is redacted. A non-redacted **Exhibit 3(b)** has been filed with the Office under separate cover.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Nature and Source of Consideration.

Froedtert Health desires to provide consideration to MHC in exchange for a 50 percent interest in MHI, thereby creating Froedtert Health's and MHC's joint corporate membership of MHI.

The nature and amount of the consideration is described in Section 1.1 of the Agreement. The aggregate subscription price for the membership of Froedtert Health in MHI will be paid in cash. The source of funds to pay the subscription price will be Froedtert Health.

(b) Criteria Used In Determining Consideration.

The consideration was determined based on arms-length negotiations between MHI, MHC and Froedtert Health, after review and consideration of independent professional appraisals engaged by Froedtert Health and MHC, and Froedtert Health's due diligence review.

ITEM 5. APPLICANT'S FUTURE PLANS FOR THE INSURER

Froedtert Health and MHC intend that NHIC and NHP will continue to operate as they currently do, with the existing management in place. Upon closing of Froedtert Health's admission as a member of MHI, the Articles of Incorporation of MHI, NHIC and NHP as well as the bylaws of MHI, NHIC and NHP will be amended and restated in full. NHP and NHIC will file amended documents with the Office in accordance with Chapters 611 and 613 of the Wisconsin Statutes.

After Froedtert Health is admitted as a member of MHI, MHI intends to expand certain plan offerings of NHP/NHIC into the Southeastern Wisconsin market. In order to accomplish this expansion, NHP will request the Office's non-disapproval of provider contracts and will also request the Office's approval of a business plan amendment with additional detail regarding Froedtert Health's future plans for NHP, including expansion of NHP's service area. NHP will submit to the Office a list of all contracted providers and hospitals to demonstrate the adequacy of NHP's provider network to meet the anticipated needs of NHP's members and participants in the expanded service area.

Froedtert Health has no current plans or proposals to declare an extraordinary dividend, to liquidate NHP/NHIC, to sell NHP/NHIC's assets to or merge NHP/NHIC with any person or persons or to make any other material change in NHP/NHIC's business operations or corporate structure or management.

Further, as grounds for approval of this Form and consistent with Wis. Stat. § 611.72(3), Froedtert Health states that its assumption of a 50 percent corporate membership of MHI would not be contrary to the interests of NHP/NHIC's insureds. In addition, based on Froedtert's and MHC's plan to maintain the business operations, financial projections and management team at NHP/NHIC, Froedtert Health states that its assumption of a 50 percent corporate membership of MHI would be fair and reasonable to policyholders of NHP/NHIC, and would not:

- i. impact NHP/NHIC's ability to satisfy the requirements for the issuance of a license to write the lines of insurance for which NHP/NHIC are presently licensed;
- ii. create a monopoly or substantially lessen competition in insurance in Wisconsin;
- iii. jeopardize the financial stability of NHP/NHIC or MHI;
- iv. prejudice the interests of NHP/NHIC's policyholders or the public; or
- v. make a material change in NHP/NHIC's or MHI's business or corporate structure or management, or the competence or integrity of the persons who control the operations of NHP/NHIC or MHI.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

MHI currently holds 100 percent of NHP's shares, and would continue to hold such shares if Froedtert Health becomes a corporate member of MHI. Upon the closing of the transaction, Froedtert Health will acquire a 50 percent member interest in MHI, which owns 100 percent of the stock of NHP. There are no shares of voting securities of NHIC to be acquired, but upon the closing of the transaction, MHI will remain the sole corporate member of NHIC.

As discussed in Item 4, the fairness of the proposal was determined by arm's-length negotiations. The nature and amount of the consideration is further described in Section 1.1 of the Agreement.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

Neither Froedtert Health, nor any of its affiliates, nor any person listed in Item 3 beneficially owns any voting securities of NHP/NHIC or has the right to acquire beneficial ownership of any voting securities of NHP/NHIC.

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

Upon closing of Froedtert Health's admission as a member of MHI, Froedtert Health, MHI and MHC will enter into a Members' Agreement that contains the following provisions with respect to the membership interests:

- Restrictions on transfer by Froedtert Health and MHC of a membership interest in MHI; and
- Rights of first refusal, put rights and exit rights that arise if certain events occur as defined in the Members' Agreement.

A near-final copy of the Members' Agreement is attached to this Form as **Exhibit 8**. Due to the confidential and proprietary nature of the Members' Agreement, the **Exhibit 8** attached to this Form is redacted as appropriate. A non-redacted **Exhibit 8** has been filed with the Office under separate cover. Consistent with Wis. Admin. Code §§ Ins. 40.02(4) and 40.14(2), the final version of the Members' Agreement shall be filed with the Office within two business days of its completion via an amended Form.

There are no other contracts, arrangements or understandings among Froedtert Health, its affiliates or any person listed in Item 3 with respect to any voting securities of NHP or membership interest in NHIC.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

There have been no purchases of any voting securities of NHP by Froedtert Health, its affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this Form. In addition, there have been no purchases of any membership interests in NHIC by Froedtert Health, its affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this Form.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

There have been no recommendations to purchase any voting security of NHP made by Froedtert Health, its affiliates or any person listed in Item 3, or by anyone based upon interviews or at the suggestion of Froedtert Health, its affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this Form. In addition, there have been no recommendations to purchase any membership interest in NHIC made by Froedtert Health, its affiliates or any person listed in Item 3, or by anyone based upon interviews or at the suggestion of Froedtert Health, its affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this Form.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

Froedtert Health engaged the services of Cain Brothers & Company, LLC in connection with the valuation of the proposed 50 percent membership interest in MHI to be acquired by Froedtert Health. Although Cain Brothers & Company, LLC does offer broker-dealer services, it did not act as a broker-dealer in connection with this transaction.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) The following financial statements and exhibits are attached to this Form as an appendix:

Froedtert & Community Health, Inc., and Affiliates Consolidated Financial Statements, June 30, 2009 and 2008, is attached hereto as **Exhibit 12(a)**.

Froedtert & Community Health, Inc., and Affiliates Consolidated Financial Statements, June 30, 2010 and 2009, is attached hereto as **Exhibit 12(b)**.

Froedtert Health, Inc., and Affiliates Consolidated Financial Statements and Schedules, June 30, 2011 and 2010, are attached hereto as **Exhibit 12(c)**.

Froedtert Health, Inc., and Affiliates Consolidated Financial Statements and Schedules, June 30, 2012 and 2011, are attached hereto as **Exhibit 12(d)**.

Froedtert Health, Inc., and Affiliates Consolidated Financial Statements and Schedules, June 30, 2013 and 2012, are attached hereto as **Exhibit 12(e)**.

Froedtert Health, Inc. and Affiliates Consolidated Financial Statements and Schedules, July 1, 2013 to March 31, 2014, are attached hereto as **Exhibit 12(f)**.

(b) Exhibits 12(a), 12(b), 12(c), 12(d), and 12(e) contain unaudited consolidated financial statements for Froedtert Health and Froedtert Health's affiliates listed in Item 2(c) and Exhibit 2(c) of this Form for the preceding five fiscal years and the related independent auditors' reports. **Exhibit 12(f)** contains unaudited consolidated financial statements for Froedtert Health and Froedtert Health's affiliates listed in Item 2(c) of this Form from the end of Froedtert Health's last fiscal year.

(c) There have been no tender offers for, requests or invitations for, tenders of, exchange offers for, or agreements to acquire or exchange any voting security (or related soliciting material) of NHP or membership interest in NHIC, nor any proposed employment, consultation, advisory or management contracts concerning NHP/NHIC, nor any annual reports to the corporate member of NHP/NHIC or the directors of Froedtert Health during the last two fiscal years.

[The remainder of this page is intentionally left blank. Item 13 to follow.]

ITEM 13. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, Froedtert Health, Inc. has caused this application to be duly signed on its behalf in the city of Milwaukee and state of Wisconsin on the day of September 3, 2014.

FROEDTERT HEALTH, INC.

By: Catherine A. Jacobson
Catherine A. Jacobson
President & Chief Executive Officer

Attest: Catherine Mode Eastham
Catherine Mode Eastham, Secretary

CERTIFICATION

The undersigned deposes and says that she has duly executed the attached application dated September 3, 2014, for and on behalf of Froedtert Health, Inc.; that she is the President & Chief Executive Officer of such company, and that she is authorized to execute and file such instrument. Deponent further says that she is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of her knowledge, information and belief.

Catherine A. Jacobson
Catherine A. Jacobson
President & Chief Executive Officer

Subscribed and sworn to this
2d day of September, 2014.
Notary Public
My commission is permanent

Catherine Mode Eastham

EXHIBIT 1

**RESPONSE TO ITEM 1
MEMBER ADMISSION AGREEMENT**

A non-redacted version of the Member Admission Agreement has been provided to the Office under separate cover.

MEMBER ADMISSION AGREEMENT

by and between

MINISTRY HOLDINGS, INC.,

MINISTRY HEALTH CARE, INC.

and

FROEDTERT HEALTH, INC.

Dated as of September 30, 2014

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MEMBER ADMISSION AGREEMENT

This **MEMBER ADMISSION AGREEMENT** (this "Agreement"), dated as of September 30, 2014, is by and between Ministry Holdings, Inc., a Wisconsin non-stock corporation (the "Company"), Ministry Health Care, Inc., a Wisconsin non-stock corporation ("MHC") and Froedtert Health, Inc., a Wisconsin non-stock corporation ("FHI"). The Company, MHC and FHI 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 Company is a holding company that operates insurance companies through its wholly controlled subsidiaries, which are as follows: (a) Network Health Plan, an insurance corporation organized under Chapter 611 of the Wisconsin Statutes ("NHP") that is authorized to do business in Wisconsin and, among other thing, owns and operates a health maintenance organization, and (b) Network Health Insurance Corporation, a service insurance corporation organized under Chapter 613 of the Wisconsin Statutes ("NHIC", and together with NHP, the "Subsidiaries" and each a "Subsidiary") that is authorized to do business in Wisconsin and engages in the business of health insurance (each of the businesses described above are collectively referred to herein as the "Business");

WHEREAS, MHC is the sole member of the Company;

WHEREAS, MHC and the Company desire that FHI be admitted as a member of the Company pursuant to the terms and conditions hereof and having those membership rights in the Company as set forth in the amended and restated articles of incorporation of the Company and the amended and restated bylaws of the Company (together with the amended and restated articles of incorporation of NHIC and NHP and the amended and restated bylaws of NHIC and NHP, the "Restated Organizational Documents"), the forms of each being attached hereto as Exhibit B);

WHEREAS, as set forth in the Restated Organizational Documents, the name of the Company shall be changed to Network Health, Inc. in connection with the consummation of the transactions contemplated by this Agreement; and

WHEREAS, FHI will promptly file a Form A (Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer) with the Office of the Commissioner of Insurance for the State of Wisconsin ("OCI") 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.
MEMBERSHIP ADMISSION

1.1 Member Admission; Subscription Price. Upon the terms and subject to the conditions set forth in this Agreement, FHI shall be admitted as a member of the Company and shall have those membership rights set forth in the Restated Organizational Documents. The Subscription Price shall be paid by FHI to MHC at Closing by wire transfer of immediately available funds to an account identified by MHC in consideration of its admission as a member of the Company.

1.2 Closing of Member Admission. Subject to the satisfaction of the conditions set forth in Article VI, the consummation of FHI's admission as a member of the Company and the other transactions contemplated by this Agreement (the "Closing") shall take place on the last day of the month 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 11925 West Lake Park Drive, Suite 100 Milwaukee, WI 53224, or such other place to which the Parties may agree in writing (the applicable date being the "Closing Date").

**ARTICLE V.
COVENANTS**

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

5.3 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 VIII, the Company and the Subsidiaries shall afford, and MHC shall cause the Company and the Subsidiaries to afford, to FHI 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 the Company and the Subsidiaries and, during such period, the Company and the Subsidiaries shall, and MHC shall cause the Company and the Subsidiaries and their respective accountants, counsel and other representatives to, furnish promptly to FHI and its representatives all information concerning the Business, and the properties and personnel of the Company, the Subsidiaries and MHC as FHI or its representatives may reasonably request; provided that such access shall be subject to the Company's, the Subsidiaries' and MHC's reasonable security measures and applicable Law and shall not unreasonably interfere with the operations of the Company, the Subsidiaries or MHC.

(c) If MHC, the Company or the Subsidiaries become aware prior to Closing of any event, fact or condition or nonoccurrence of any event, fact or condition that may constitute a breach of any representation, warranty, covenant or agreement of MHC, the Company or the Subsidiaries, or may constitute a breach of any representation or warranty of MHC, the Company or the Subsidiaries if such representation or warranty were made on the date of the occurrence or discovery of such event, fact or condition or on the Closing Date, then MHC will promptly provide FHI with a written description of such fact or condition. The delivery of any information pursuant to this Section will not cure any breach of a representation, warranty, covenant or agreement nor will it limit any remedy that may be available to FHI under the terms of this Agreement.

5.7 Other Filings. 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 VIII, (a) 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 Section 2.2(b), (b) the Company shall, and MHC shall cause the Company to, file with the Wisconsin Department of Financial Institutions the amended and restated articles of incorporation contained in the Restated Organizational Documents, and (c) each of the Parties shall use commercially reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by this Agreement.

5.10 Additional Agreements. Subject to the terms and conditions herein provided, each of the Parties agree 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.

5.12 Tax Returns; Transfer Taxes. Each of the Parties agrees to cooperate with each other Party in the preparation of any Tax Returns.

5.13 Interim Financial Statements. 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 VIII, the Company shall, and MHC shall cause the Company to regularly and continuously, provide FHI with those interim, unaudited, financial statements of the Company and the Subsidiaries prepared in the ordinary course of business in accordance with past practices for each calendar month, which shall include, for the Subsidiaries, those financial statements required to be filed with OCI (the "Interim Financial Statements"), within three (3) Business Days after being prepared or filed with OCI, as the case may be. The last set of Interim Financial Statements delivered by the Company or MHC prior to the Closing Date in accordance with this Section 5.13 shall be deemed included in the Financial Statements. Notwithstanding any provision of this Agreement to the contrary, the representations and warranties set forth in Section 2.7(a), above, with respect to any Interim Financial Statements delivered to FHI under this Section 5.13 shall be deemed to have been made by MHC as of the date of such delivery.

**ARTICLE VII.
DELIVERIES**

7.1 Deliveries by FHI. Subject to written waiver by the Company, FHI shall execute, as appropriate, and deliver at the Closing all of the following documents and instruments:

(b) a certificate dated as of the Closing Date signed by an appropriate executive officer of FHI certifying that, as of the Closing Date: (i) the FHI Fundamental Representations remain true and correct in all material respects in the manner set forth in Section 6.2(a); (ii) FHI has performed and complied with, in all material respects, the covenants, obligations and agreements set forth in this Agreement; and (iii) to the knowledge of such officer, the conditions specified in Section 6.1(e) have been satisfied;

(c) a certificate dated as of the Closing Date signed by an appropriate executive officer of FHI certifying (i) FHI's certificate of incorporation and bylaws, and (ii) the resolutions of FHI's board of directors approving FHI's execution, delivery and performance of this Agreement and the Related Agreements to which it is a party;

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

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

7.2 Deliveries by the Company and MHC. Subject to written waiver by FHI, the Company and MHC shall execute, as appropriate, or cause the Subsidiaries to execute, and deliver at the Closing all of the following documents and instruments:

(a) a certificate representing FHI's membership in the Corporation;

(b) a certificate dated as of the Closing Date signed by an appropriate executive officer of the Company certifying that, as of the Closing Date: (i) the Company Fundamental Representations remain true and correct in all material respects in the manner set forth in Section 6.1(a); (ii) the Company and MHC have performed and complied with, in all material respects, the covenants, obligations and agreements set forth in this Agreement; and (iii) to the knowledge of such officer, the conditions specified in Section 6.2(e) have been satisfied;

(c) a certificate dated as of the Closing Date signed by an appropriate executive officer of the Company and each Subsidiary, as applicable, certifying (i) the Company's and the Subsidiaries' articles of incorporation and bylaws, and (ii) resolutions of the Company's board of directors and/or member, if necessary, approving the Company's execution, delivery and performance of this Agreement and the Related Agreements to which it is a party;

(d) a certificate dated as of the Closing Date signed by an appropriate executive officer of MHC certifying (i) MHC's articles of incorporation and bylaws; and (ii) the resolutions of MHC approving MHC's execution, delivery and performance of this Agreement;

(e) a certificate of status with respect to the Company, each of the Subsidiaries and MHC, issued not earlier than ten (10) Business Days prior to the Closing Date by the Department of Financial Institutions of the State of Wisconsin;

(g) a copy of the amended and restated articles of incorporation that are contained in the Restated Organizational Documents that have been filed with the Wisconsin Department of Financial Institutions; and

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

**ARTICLE X.
MISCELLANEOUS**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby (including those of brokers, lawyers, accountants and other advisors), shall be paid by the Party incurring such costs and expenses.

10.8 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.

10.9 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.

10.10 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.

10.11 Entire Understanding. This Agreement 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.

10.12 Specific Performance. Each Party acknowledges and agrees that, in the event of any breach of this Agreement, each 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 10.12.

10.13 Reproductions. This Agreement 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.

10.14 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 each of 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.

10.15 Disputes. All disputes arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in this Section 10.15. If a dispute arises under this Agreement (including any alleged breach of this Agreement), a Party may submit the dispute to alternative dispute resolution under this Section 10.15 by giving written notice thereof to the other Parties. The matter shall be submitted to the highest ranking executive officer of each Party who shall meet to attempt in good faith to resolve the dispute. If after thirty (30) days, the matter has not been resolved by the highest ranking executive officers of the Parties, at the request of any Party, the matter will be submitted to mediation by a mediator mutually acceptable to the Parties. Each Party will designate one or more representatives to participate in the mediation on behalf of such Party who will have the authority to accept a resolution of the dispute on behalf of such Party. If, and only if, the dispute is not resolved by mediation, either Party may file suit in a court of competent jurisdiction to obtain a judicial determination or adjudication of the dispute, which may include specific performance, declaratory relief, or any other remedies available under the agreement, at law or in equity.

[Signatures on Following Pages]

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

The Company:

MINISTRY HOLDINGS, INC.,
a Wisconsin non-stock corporation

By: _____
Shelia Jenkins
President and CEO

Address for notice purposes:

Ministry Health Care, Inc.
11925 West Lake Park Drive
Suite 100
Milwaukee, WI 53224-3014
Attn: Chief Executive Officer

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

Ministry Health Care, Inc.
11925 West Lake Park Drive
Suite 100
Milwaukee, WI 53224-3014
Attn: Ronald E. Mohorek
Senior VP and General Counsel

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

Paul W. Seidenstricker, Esq.
Hall, Render, Killian, Heath & Lyman, P.C.
111 East Kilbourn Avenue
Suite 1300
Milwaukee, WI 53202

[The Company's Counterpart Signature Page]

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

MHC:

MINISTRY HEALTH CARE, INC.,
a Wisconsin non-stock corporation

By: _____
Nicholas F. Desien
President and CEO

Address for notice purposes:

Ministry Health Care, Inc.
11925 West Lake Park Drive
Suite 100
Milwaukee, WI 53224-3014
Attn: Chief Executive Officer

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

Ministry Health Care, Inc.
11925 West Lake Park Drive
Suite 100
Milwaukee, WI 53224-3014
Attn: Ronald E. Mohorek
Senior VP and General Counsel

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

Paul W. Seidenstricker, Esq.
Hall, Render, Killian Heath & Lyman, P.C.
111 East Kilbourn Avenue
Suite 1300
Milwaukee, WI 53202

[MHC's Counterpart Signature Page]

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

FHI:

FROEDTERT HEALTH, INC.,
a Wisconsin non-stock corporation

By: _____
Catherine Jacobson
President and CEO

Address for notice purposes:

Froedtert Health, Inc.
9200 West Wisconsin Ave.
Milwaukee, WI 53226
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.

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

Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East
Suite 1085
330 E. Kilbourn Avenue
Milwaukee, WI 53202
Attn: Michael Bamberger, Esq.

EXHIBIT A

DEFINITIONS

Capitalized terms used herein are defined in the provisions of the Agreement set forth below:

Index of Terms Defined Elsewhere in this Agreement

<i>Defined Term</i>	<i>Section</i>
Agreement Business	First Paragraph Recitals
Closing Closing Date Company	Section 1.2 Section 1.2 First Paragraph
FHI	First Paragraph
Interim Financial Statements	Section 5.13
MHC	First Paragraph
NHIC NHP OCI Party/Parties	Recitals Recitals Recitals First Paragraph

Restated Organizational Documents

Recitals

Subsidiaries

Recitals

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.

“Affiliate” and similar terms have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

“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.

“CMS” means the Centers for Medicare & Medicaid Services/U.S. Department of Health and Human Services.

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

“Company Financial Statements” means, collectively, (a) the audited consolidated financial statements of the Company and the Subsidiaries at December 31, 2012, which financial statements consist of a consolidated balance sheet, the related consolidated statement of operations, changes in member’s equity and cash flows (and footnotes thereto) and the consolidating schedule; (b) the audited consolidated financial statements of the Company and the Subsidiaries at December 31, 2013, which financial statements consist of a consolidated balance sheet, the related consolidated statement of operations, changes in member’s equity and cash flows (and footnotes thereto) and the consolidating schedule (the “2013 Audited Financial Statements”); (c) the unaudited consolidated financial statements of the Company and the Subsidiaries, as at and for the five (5) months ended May 31, 2014, which financial statements consist of consolidated balance sheets and the related consolidated income statement; and (d) the

final set of Interim Financial Statements delivered prior to the Closing Date pursuant to Section 5.13.

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

“Company Material Contract” means contracts to which the Company or a Subsidiary is a party that: (i) have more than a one (1) year term, inclusive of renewal rights; or (ii) involve the payment of more than Two Hundred Fifty Thousand Dollars (\$250,000.00).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and rules and regulations issued thereunder.

“ERISA Affiliate” means any entity that is considered a single employer with the Company or any Subsidiary under Section 414 of the Code.

“Financial Statements” means the Company Financial Statements and the Subsidiary Financial Statements.

“GAAP” means United States generally accepted accounting principles, consistently applied.

“Governmental Authority” means any court, arbitrator, administrative agency or commission, or governmental or quasi-governmental or regulatory official, department, agency, body, authority or instrumentality [including the Wisconsin Health Insurance Exchange], whether foreign or U.S. federal, state or local.

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

“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.

“Intellectual Property” means, collectively, all U.S., state and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents (“Patents”); (b) trademarks, service marks, trade names, Internet domain names, designs, logos and slogans, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (“Trademarks”); (c) moral rights and copyrights in any work of authorship (including but not limited to databases and software) (“Copyrights”); (d) all trade secrets and confidential or proprietary business information (including, without limitation, confidential ideas, research and development, 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) ("Trade Secrets"); and (e) all copies and tangible embodiments thereof (in whatever form or medium).

"IP Licenses" means all contracts (excluding off-the-shelf computer programs and the terms of use or service for any web site) pursuant to which the Company or any of the Subsidiaries have acquired rights in (including usage rights) or to any Intellectual Property or Software, or licenses or agreements pursuant to which the Company or any of the Subsidiaries have licensed or transferred the right to use any Intellectual Property or Software.

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

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

"Lien" means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, encumbrance, lease, covenant, condition, restriction, including a restriction on transfer or assignment, option, right of first refusal or any other preference or priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement having substantially the same effect as any of the foregoing).

"Members Agreement" means that certain Members Agreement between the Company, MHC and FHI in substantially the form attached hereto as Exhibit D.

"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 the Company or the Subsidiaries.

"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 by the Company or any of the Subsidiaries and for which appropriate reserves have been established in accordance with SAP (with respect to the Subsidiaries) or GAAP (with respect to the Company); (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.

“Real Property” means the property leased by the Company or the Subsidiaries under the Real Property Leases and the Owned Real Property.

“SAP” means the statutory accounting practices prescribed by the Wis. Stat. and OCI’s prescribed practices with respect to statutory financial statements filed with OCI.

“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 the content and information contained on any web site.

“State Regulatory Filings” means all annual statutory-basis financial statements of the Subsidiaries filed with OCI for the year ended December 31, 2013.

“Subsidiary Financial Statements” means, collectively, (a) the audited financial statements of each Subsidiary at December 31, 2012, which financial statements consist of a balance sheet and the related statement of operations, changes in member’s equity and cash flows (and footnotes thereto); (b) the audited financial statements of each Subsidiary at December 31, 2013, which financial statements consist of a balance sheet and the related statement of operations, changes in member’s equity and cash flows (and footnotes thereto); (c) the financial statements of each Subsidiary required to be filed with the OCI during 2012 and 2013; (d) the unaudited financial statements of each Subsidiary, as at and for the five (5) months ended May 31, 2014, which financial statements consist of a balance sheet and the related income statement; and (e) the final set of Interim Financial Statements delivered prior to the Closing Date pursuant to Section 5.14.

“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.

EXHIBIT 2(C)

RESPONSE TO ITEM 2
ORGANIZATIONAL CHART PRESENTING THE IDENTITIES AND
INTERRELATIONSHIPS AMONG FROEDTERT HEALTH AND ITS AFFILIATES

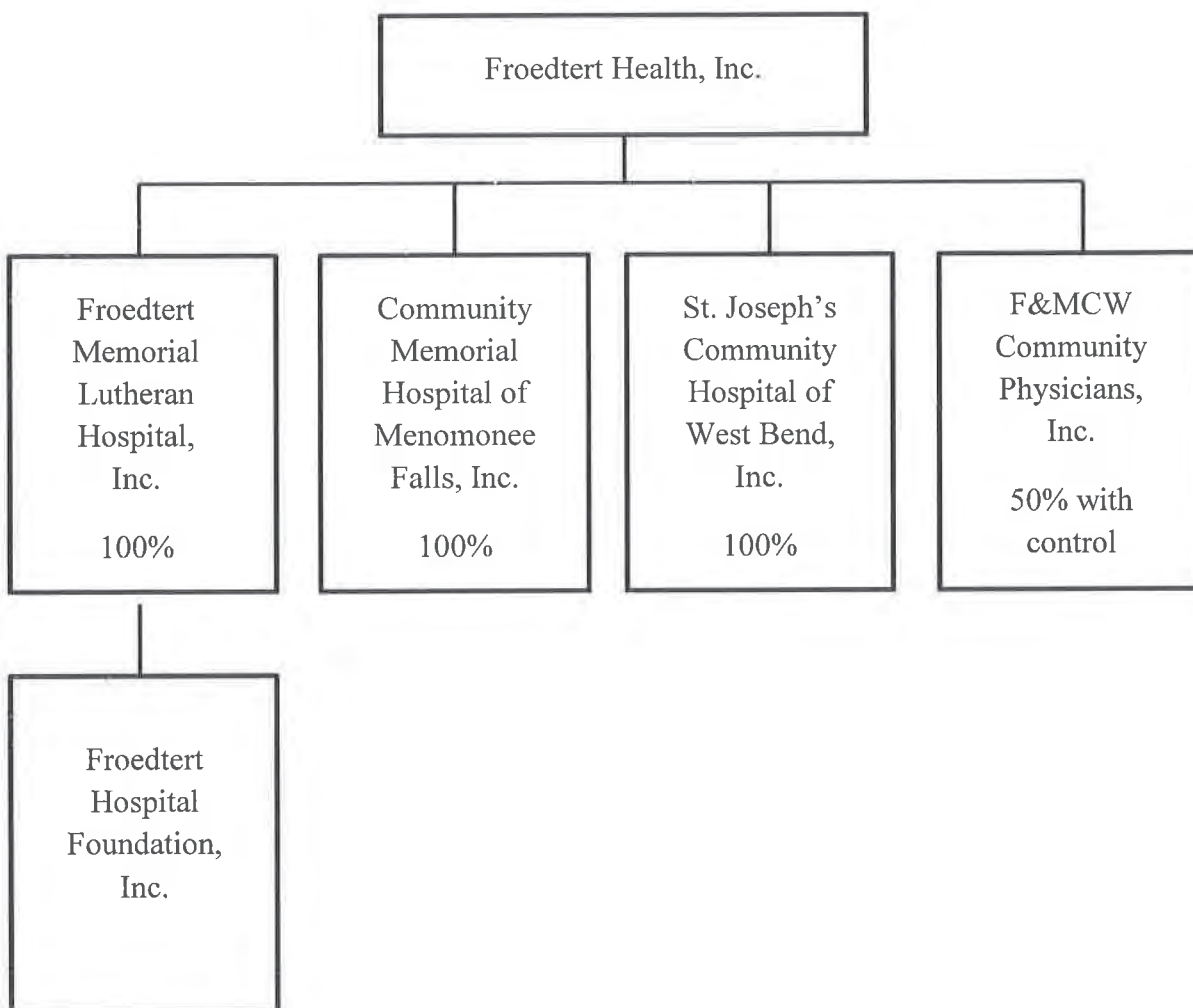


EXHIBIT 3(A)

**RESPONSE TO ITEM 3
IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH
APPLICANT
DIRECTORS AND EXECUTIVE OFFICERS OF FROEDTERT HEALTH**

A non-redacted version of Exhibit 3(a) has been provided to the Office under separate cover.

EXHIBIT 3(B)
RESPONSE TO ITEM 3
IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH
APPLICANT
BIOGRAPHICAL FORM A (OCI FORM 21-200)

A Biographical Form A (OCI Form 21-200) for each director and executive officer of Froedtert has been provided to the Office under separate cover.

EXHIBIT 8

**RESPONSE TO ITEM 8
MEMBERS' AGREEMENT**

A non-redacted version of the Members' Agreement has been provided to the Office under separate cover.

MEMBERS AGREEMENT

by and among

NETWORK HEALTH, INC. (f/k/a Ministry Holdings, Inc.)

and its members

MINISTRY HEALTH CARE, INC.

and

FROEDTERT HEALTH, INC.

Dated as of [____], 2014

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MEMBERS AGREEMENT

This MEMBERS AGREEMENT ("Agreement") is entered into as of [____], 2014 ("Effective Date"), by and among Network Health, Inc. (f/k/a Ministry Holdings, Inc.), a Wisconsin non-stock corporation (the "Company"), Ministry Health Care, Inc., a Wisconsin non-stock corporation ("MHC") and Froedtert Health, Inc., a Wisconsin non-stock corporation ("FHI"), and together with MHC, the "Members" and each individually a "Member". The Company, MHC and FHI are sometimes referred to herein individually as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, the Parties have entered into a Member Admission Agreement dated June 30, 2014 (the "Member Admission Agreement"), pursuant to which FHI has been admitted as a member of the Company as of the date hereof;

WHEREAS, MHC and FHI are the only members of the Company;

WHEREAS, the Company is a holding company that operates insurance companies through its wholly controlled subsidiaries, which are as follows: (a) Network Health Plan, an insurance corporation organized under Chapter 611 of Wisconsin Statutes ("NHP") that is authorized to do business in Wisconsin and owns and operates a health maintenance organization, and (b) Network Health Insurance Corporation, a service insurance corporation organized under Chapter 613 of Wisconsin Statutes ("NHIC", and together with NHP, the "Subsidiaries" and each a "Subsidiary") that is authorized to do business in Wisconsin and engages in the business of health insurance (each of the businesses described above are collectively referred to herein as the "Business"); and

WHEREAS, the Parties wish to enter into this Members Agreement to govern certain affairs of the Company and to set forth certain rights and obligations of the Members.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

For the purposes of this Agreement, the following terms not otherwise defined herein shall have the following meanings:

"Applicable Rate" means an annual rate of interest equal to the three (3) month London Interbank Offered Rate plus 2%.

An "Affiliate" of a specified Person shall mean a Person which, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control

with, the Person specified and, when used with respect to the Company or the Subsidiaries, shall include any holder of membership rights or capital stock, such Person's parent entity and any officer or director of the Company and the Subsidiaries.

"Board" means the Board of Directors of the Company.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday, on which banks in Milwaukee, Wisconsin are permitted to be open for business.

"CMS" means the Centers for Medicare & Medicaid Services, U.S. Department of Health and Human Services.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of membership rights or other securities, by contract or otherwise.

"Director" means any member of the Board of Directors of the Company.

"Membership Rights" means the membership rights of a Member in the Company pursuant to applicable law and the Organizational Documents, each as may be amended from time to time.

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

“Organizational Documents” means the Articles of Incorporation and the Bylaws of the Company, as each may be amended from time to time.

“Person” means an individual, corporation, partnership, limited liability company, trust, unincorporated association, government or any agency or political subdivision thereof, or any other entity.

“Sale of the Company” means the sale (in a single transaction or a series of related transactions) of the Company (or the Subsidiaries) to any independent third party.

“Transfer” means to transfer, sell, assign, pledge, hypothecate, give, grant or create a security interest in or lien on, place in trust (voting or otherwise), assign an interest in or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value, any Membership Rights.

ARTICLE II

ARTICLE III RESTRICTIONS ON TRANSFER

Except as set forth in this Article III, no Member shall Transfer its Membership Rights. To the fullest extent permitted by law, no Transfer of or attempt to Transfer any Membership Rights in violation of the preceding sentence shall be effective or valid for any purpose. No Member shall grant any proxy or enter into or agree to be bound by any voting trust with respect to its Membership Rights nor shall any Member enter into any agreements or arrangements of

any kind with any Person with respect to its Membership Rights on terms that conflict with the provisions of this Agreement.

ARTICLE IV

**ARTICLE VI
DEADLOCK RESOLUTION**

Section 6.1 **Dispute Resolution.** Anything to the contrary contained herein notwithstanding, all disputes arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in this Section. To the extent a dispute arises under this Agreement, the matter shall be submitted to the highest ranking executive officer of each Party who shall meet to attempt in good faith to resolve the dispute. If after thirty (30) days, the matter has not been resolved by the highest ranking executive officers of the Parties, at the request of any Party, the matter will be submitted to mediation by a mediator mutually

acceptable to the Parties. Each Party will designate one or more representatives to participate in the mediation on behalf of such Party who will have the authority to accept a resolution of the dispute on behalf of such Party. If, and only if, the dispute is not resolved by mediation, either Party may file suit in a court of competent jurisdiction to obtain a judicial determination or adjudication of the dispute, which may include specific performance, declaratory relief, or any other remedies available under the agreement, at law or in equity.

Section 6.2 **Operations during a Deadlock.** With respect to any Deadlock, the Chief Executive Officer of the Company shall continue to direct, and make decisions with respect to, the strategic direction and operations of the Company and the Subsidiaries, as applicable, consistent with his or her authority, past practice and the annual budget, and any action taken by or at the direction of the Chief Executive Officer pursuant to the foregoing sentence shall be binding on the Company and the Subsidiaries, as applicable; provided, however, that the Chief Executive Officer shall not take any action reserved for the Members pursuant to the Organizational Documents without the joint consent of the Members or requiring approval of the Board pursuant to the Organizational Documents or applicable law without the consent of the Board.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.2 **Entire Agreement; Amendment.**

(a) This Agreement sets forth the entire agreement and understanding of the Parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the Parties with respect hereto.

(b) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company, FHI and MHC.

Section 7.3 **Severability.**

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

Section 7.4 **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, (b) when sent by facsimile, on the date of transmission, or (c) 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 to the other Parties as herein provided.

Section 7.5 **Binding Effect; Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective transferees, successors, assigns, heirs and administrators; provided that the rights under this Agreement may not be assigned except as expressly provided herein. No such assignment shall relieve an assignor of its obligations hereunder.

Section 7.6 **Action Necessary to Effectuate the Agreement.**

The Parties agree to take or cause to be taken all such corporate and other action as may be necessary to effect the intent and purposes of this Agreement.

Section 7.7 **No Waiver.**

No course of dealing and no delay on the part of any Party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 7.8 **Counterparts.**

This Agreement may be executed by electronic transmission (i.e., facsimile or electronically transmitted portable document format (PDF)) and in counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

Section 7.9 **Interpretation.**

All headings and captions in this Agreement are for purposes of references only and shall not be construed to limit or affect the substance of this Agreement. Words used in this Agreement, regardless of the gender and number used, will be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. As used in this Agreement, the word "including" is not limiting, and the word "or" is not exclusive. The words "this Agreement," "hereto," "herein," "hereunder," "hereof," and words or phrases of similar import refer to this Agreement as a whole and not to any particular article, section, subsection, paragraph, clause or other portion of this Agreement. Any reference to an agreement herein shall mean such agreement as amended from time to time in accordance with its terms.

Section 7.10 Governing Law; No Jury Trial; Jurisdiction.

(a) 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.

(b) 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.

(c) EACH OF THE PARTIES AGREE THAT ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT BETWEEN OR AMONG SUCH PARTIES, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF WISCONSIN LOCATED IN THE CITY OF MILWAUKEE, OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN 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 MILWAUKEE, AND OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 7.11 Joint Drafting.

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 each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

The Company:

NETWORK HEALTH, INC. (f/k/a Ministry Holdings, Inc.),
a Wisconsin non-stock corporation

By: _____
Sheila Jenkins
President and CEO

Address for notice purposes:

[_____]
[_____]
[_____]

Attn: [_____]

With a copy to each of MHC and FHI (which will not constitute notice).

MHC:

MINISTRY HEALTH CARE, INC.,
a Wisconsin non-stock corporation

By: _____

Nicholas F. Desien
President and CEO

Address for notice purposes:

Ministry Health Care, Inc.
11925 West Lake Park Drive
Suite 100
Milwaukee, WI 53224-3014
Attn: Chief Executive Officer

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

Ministry Health Care, Inc.
11925 West Lake Park Drive
Suite 100
Milwaukee, WI 53224-3014
Attn: Ronald E. Mohorek
Senior VP and General Counsel

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

Paul W. Seidenstricker, Esq.
Hall, Render, Killian, Heath & Lyman, P.C.
111 East Kilbourn Avenue
Suite 1300
Milwaukee, WI 53202

FHI:

FROEDTERT HEALTH, INC.,
a Wisconsin non-stock corporation

By: _____

Catherine Jacobson
President and CEO

Address for notice purposes:

Froedtert Health, Inc.
9200 West Wisconsin Ave.
Milwaukee, WI 53226
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.

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

Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East
Suite 1085
330 E. Kilbourn Avenue
Milwaukee, WI 53202
Attn: Michael Bamberger, Esq.