Exhibit A-1

Redacted Agreement and Plan of Merger

Please see attached.

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

VERSANT HEALTH, INC.,

METLIFE, INC.,

VERANDA MERGER SUB INC.

and

CENTERBRIDGE ADVISORS FUND II, LLC, solely in its capacity as the Representative

September 16, 2020

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of September 16, 2020, is made by and among Versant Health, Inc., a Delaware corporation (the "Company"), MetLife, Inc., a Delaware corporation ("Parent"), Veranda Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and Centerbridge Advisors Fund II, LLC, a Delaware limited liability company, solely in its capacity as the representative for the Securityholders (the "Representative"). Parent, Merger Sub and the Company, and, solely in its capacity as and solely to the extent applicable, the Representative, shall each be referred to herein from time to time as a "Party" and collectively as the "Parties". Capitalized terms used and not otherwise defined herein have the meanings set forth in Article I below.

WHEREAS, Parent desires to acquire one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company in a reverse subsidiary merger transaction on the terms and subject to the conditions set forth herein;

WHEREAS, the boards of directors of the Company, Parent and Merger Sub have each (i) determined that the Merger is in the best interests of their respective companies and stockholders and (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein; and

WHEREAS, the boards of directors of the Company and Merger Sub have each determined to recommend to its stockholders the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

(a) For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"1934 Act" means the Securities Exchange Act of 1934.

"ACA Fee" means the "Health Insurance Providers Fee" as imposed by Section 9010 of the Patient Protection and Affordable Care Act, as amended, and any related Treasury Regulations.

"Accounting Principles" means the accounting principles, practices, procedures, policies and methods set forth in Exhibit A.

"Action" means any civil, criminal or administrative action, suit, claim, litigation, audit, assessment, investigation, inquiry, hearing, charge, complaint, demand, notice or arbitration proceeding or similar proceeding, in each case before a Governmental Body or other Person authorized to conduct an arbitration proceeding.

"Additional Merger Consideration" means, as of any date of determination, without duplication, any purchase price adjustments arising under Section 2.10 payable to the Securityholders.

"Adjustment Time" means 12:00:01 a.m., New York, New York time, on the Closing Date, except that with respect to Financial Indebtedness (as such term is used in the definition of Company Indebtedness), Adjustment Time means the time immediately prior to the Closing. All calculations or determinations to which the Adjustment Time applies shall be calculated and determined without taking into account any actions or transactions taking place at the Closing, including payment of Company Indebtedness and Company Transaction Expenses.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "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 and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, in no event shall [redacted] be considered an Affiliate of the VH Companies or any Affiliate of the VH Companies for any purpose hereunder.

"Allocation Schedule" means the Allocation Schedule setting forth: (i) each Securityholder's name; (ii) the number and type of shares of Common Stock held as of immediately before the Closing by such Securityholder; (iii) the number and type of In-the-Money Options (and the exercise price thereof) held as of immediately before the Closing by such Securityholder; (iv) such Securityholder's Pro Rata Share; (v) a calculation of the aggregate Per

Share Closing Merger Consideration with respect to all shares of Common Stock held by each Securityholder; (vi) a calculation of the aggregate Per Option Closing Merger Consideration with respect to all In-the-Money Options held by each Securityholder; (vii) a calculation of the aggregate amount to be paid to such Securityholder at the Closing based on the amounts determined in clauses (v) and (vi) of this definition; (viii) a calculation of the aggregate Escrow Amount with respect to all shares of Common Stock held by each Securityholder; and (ix) a calculation of the aggregate Escrow Amount with respect to all In-the-Money Options held by each Securityholder.

"Alternative Arrangements" means (i) any proceeds actually received from insurance policies covering the damage, loss, liability or expense that is the subject to the claim for indemnity, and (ii) any proceeds actually received from third parties, through indemnification, counterclaim, reimbursement arrangement, contract or otherwise in compensation for the subject matter of an indemnification claim by such indemnitee.

"Assets" means all material tangible properties and assets of the VH Companies used in the conduct of their business.

"Barclays" means Barclays Capital LLC.

"Barclays Letter" means that letter agreement between Barclays and the Company dated October 18, 2019, entered into in connection with this Agreement and the transactions contemplated hereby, engaging Barclays for investment banking and financial advisory fees.

"Base Consideration" means $1,675,000,000.

"Books and Records" means originals and copies of all books, files, reports, plans, records, manuals, maps, engineering data, customer lists, policy information, Contracts, administrative and pricing manuals, claim records, sales records, underwriting records, financial records, compliance records (prepared for or filed with regulators of the VH Companies), Tax Returns (including work papers with respect to any VH Company) and Tax records, in each case to the extent related to the operation of the VH Companies and whether or not stored in hardcopy form or on electronic, magnetic, optical or other media (to the extent not subject to licensing restrictions).

"Business Day" means any day of the year on which national banking institutions in New York, New York, are open to the public for conducting business and are not required or authorized to close.

[redacted]

"Centerbridge" means Centerbridge Partners, L.P.

"Centerbridge Expense Reimbursement Agreement" that certain Expense Reimbursement Agreement, dated as of March 31, 2016, by and among Wink Parent, Inc., Wink Holdco, Inc. and Centerbridge Advisors III, LLC.

"Centerview Letter" means a letter agreement expected to be entered into between Centerview Partners and the Company in connection with this Agreement and the transactions contemplated hereby, engaging Centerview Partners for investment banking and financial advisory fees.

"Centerview Partners" means Centerview Partners LLC.

"Closing Cash" means,

"Closing Merger Consideration" means (i) the Base Consideration, minus (ii) the amount of Estimated Company Indebtedness, plus (iii) the amount, if any, by which the Estimated Net Working Capital exceeds the Target Net Working Capital Amount, minus (iv) the amount, if any, by which Estimated Net Working Capital is less than the Target Net Working Capital Amount, plus (v) the amount of Estimated Cash, plus (vi) the amount, if any, by which the Estimated Surplus Amount exceeds the Required Capital, minus (vii) the amount, if any, by which the Estimated Surplus Amount is less than the Required Capital, minus (viii) the amount of Estimated Transaction Expenses, plus (ix) the Estimated Transaction Expense Tax Benefit Amount, plus

(x) the [redacted] Amount, minus (xi) the Escrow Amount and minus (xii) the Representative Amount.

"Closing Net Working Capital" means, without duplication, as of the Adjustment Time, an amount equal to (i) the aggregate current assets of the VH Companies (but excluding the SAP Subsidiaries) on a consolidated basis, minus (ii) the aggregate current liabilities of the VH Companies (but excluding the SAP Subsidiaries) on a consolidated basis, in each case, determined in accordance with the Accounting Principles in a manner consistent with the Sample Calculation of Net Working Capital set forth on the Working Capital Schedule. An illustrative calculation of Closing Net Working Capital as of June 30, 2020 is set forth on Exhibit A hereto (the "Working Capital Schedule").

"Closing Paying Agent Amount" means (i) the Closing Merger Consideration, less (ii) the aggregate amount of Per Option Closing Merger Consideration, and less (iii) the product of the Per Share Closing Merger Consideration multiplied by the number of shares of Common Stock held by each Dissenting Stockholder.

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

"Common Stock" means the Company's Class A Voting Common Stock, par value $0.01 per share (the "Voting Common Shares") and Class B Non-Voting Common Stock, par value $0.01 per share.

"Company Data" means all confidential data, information, and data compilations contained in the Company IT Systems or any databases of the VH Companies that are used by, or necessary to the business of, the VH Companies.

"Company Employee" means any individual employed by any VH Company.

"Company Fundamental Representations" means the representations and warranties of the Company set forth in Section 4.1(a), Section 4.2, Section 4.4(a), Section 4.4(b), and Section 4.17.

"Company Indebtedness" means, [redacted]

[redacted]

"Company IT Systems" mean the hardware, software, firmware, middleware, equipment, electronics, platforms, servers, workstations, routers, hubs, switches, interfaces, data, databases, data communication lines, network and telecommunications equipment, websites and Internet-related information technology infrastructure, wide area network and other data communications or information technology equipment, owned or leased by, licensed to, or used by any of the VH Companies.

"Company Owned IP" means all Intellectual Property owned by or purported to be owned by any of the VH Companies.

"Company Subsidiary" means each Subsidiary of the Company.

"Company Transaction Expenses" means [redacted]

[redacted]

"Consent" means, with respect to any Person, any approval, authorization, exemption, waiver, permission or consent of any kind of such Person required in order to consummate the Merger and other transactions contemplated by this Agreement.

"Contract" means any written or oral contract, lease, subcontract, license, indenture, agreement, sales or purchase order, understanding, obligation, commitment or other legally binding arrangement to which a Person is a party and that is legally binding on such Person.

[redacted].

"Credit Facilities" means (i) the First Lien Credit Agreement, dated as of December 1, 2017 (as amended, restated and/or supplemented from time to time), among the Company, the lenders and other parties party thereto and [redacted] as administrative agent and collateral agent and (ii) the Second Lien Credit Agreement, dated as of August 28, 2019 (as amended, restated and/or supplemented from time to time), by and among the Company, the lenders and other parties party thereto and [redacted] as administrative agent and collateral agent.

"Customer Data" means any data processed by or on behalf of the VH Companies from customers that is used in or necessary for the conduct of the business of the VH Companies, whether obtained via any website operated by or on behalf of the VH Companies or otherwise.

"Data Protection Requirements" means all applicable: (i) Privacy Laws; (ii) terms of any Contracts relating to the Company's collection, use, storage, disclosure, or cross-border

transfer of personal data; and (iii) industry standards and/or codes-of-conduct which govern the Company's collection, use, storage, disclosure, or cross-border transfer of Personal Information.

"Department of Labor" means the United States Department of Labor.

"Domiciliary Department of Insurance" means the domiciliary state insurance regulator of the applicable SAP Subsidiary.

"Effective Time Option Holder" means the holder of an Option.

"Electronic Data Room" means the electronic data site titled "Project Veranda" established by the Company or its representatives and maintained by Donnelley Financial Solutions in connection with the transactions contemplated by this Agreement.

"Employee Obligations" means [redacted]

"Environmental Law" means any applicable federal, state or local statute, regulation, ordinance, or other legal requirement or Law (including common law) relating to the protection of the environment, natural resources, health or safety (with regard to exposure to Hazardous Materials), including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and The Safe Drinking Water and Toxic Enforcement

Act of 1986 (California Health and Safety Code §25249.5 et seq.), as each has been amended and the regulations promulgated pursuant thereto.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that is treated as a single employer with any VH Company for purposes of Section 414 of the Code or Section 4001 of ERISA.

"Escrow Agent" means Wilmington Trust, National Association, or another escrow agent reasonably acceptable to Parent and the Representative.

"Federal Health Care Program" has the meaning set forth in 42 U.S.C. § 1320a-7b(f) and shall include any and all implementing rules, regulations, orders, guidelines (including sub-regulatory guidance), requirements, manual provisions, and policies issued by a Governmental Body applicable to, without limitation, any plan or program that provides healthcare benefits, whether directly, through insurance, or otherwise, that is funded directly, in whole or in part, by the government of the United States of America (other than the Federal Employees Health Benefits Program), including Medicare, Medicaid, the Children's Health Insurance Program, TRICARE and Veterans Health Administration programs (described in Title XVIII of the Social Security Act ("SSA"), Title XIX of the SSA, Title XXI of the SSA, and 38 U.S.C. § 8126, respectively), or any state health care program (as defined in Section 1128(h) of the SSA). For the avoidance of doubt, Federal Health Care Program requirements shall also include those requirements set forth in any Contract that include Medicare requirements at 42 C.F.R. §§ 422.503 and Medicare Managed Care Manual, Chapter 21, §40, and similar state Medicaid requirements.

"Final Merger Consideration" means (i) the Base Consideration, minus (ii) the amount of Company Indebtedness as finally determined pursuant to Section 2.9, plus (iii) the amount, if any, by which the Closing Net Working Capital as finally determined pursuant to Section 2.9 exceeds the Target Net Working Capital Amount, minus (iv) the amount, if any, by which the Closing Net Working Capital as finally determined pursuant to Section 2.9 is less than the Target Net Working Capital Amount, plus (v) the amount of Closing Cash as finally determined pursuant to Section 2.9, plus (vi) the amount, if any, by which the Surplus Amount as finally determined pursuant to Section 2.9 exceeds the Required Capital, minus (vii) the amount, if any, by which the Surplus Amount as finally determined pursuant to Section 2.9 is less than the Required Capital, minus (viii) the amount of Company Transaction Expenses as finally determined pursuant to Section 2.9, plus (ix) the Transaction Expense Tax Benefit Amount, plus (x) the [redacted] Amount, minus (xi) the Escrow Amount, and minus (xii) the Representative Amount.

"Financial Indebtedness" means [redacted]

[redacted]

"Form A Filings" means the filings of Form A Statements Regarding the Acquisition of Control of a Domestic Insurer with the respective Domiciliary Departments of Insurance regarding the proposed acquisition of control of the respective SAP Subsidiaries.

"Fraud" means an actual fraud involving a knowing and intentional misrepresentation by a Person that resulted in a representation or warranty of such Person set forth in this Agreement or in any certificate delivered hereunder, as applicable, being materially breached (made with the knowledge that a representation or warranty of such Person set forth in this Agreement or in any such certificate was actually breached when made). "Fraud" shall not include any fraud claim based on constructive knowledge, recklessness, negligent misrepresentation or a similar theory.

"FTC" means U.S. Federal Trade Commission.

"Fully Diluted Shares" means the sum of (x) the aggregate number of shares of Common Stock outstanding immediately prior to the Effective Time and (y) the aggregate number of In-the-Money Options.

"GAAP" means United States generally accepted accounting principles and practices.

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its legal affairs. For example, the "Governing Documents" of a corporation would be its certificate of incorporation and bylaws, the "Governing Documents" of a limited partnership would be its certificate of formation and its limited partnership agreement, and the "Governing Documents" of a limited liability company would be its certificate of formation and its limited liability company agreement.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether U.S. or foreign, and whether federal, state, or local, or any agency, body, Taxing Authority or commission, instrumentality, self-regulatory organization or authority thereof, or any court, tribunal or judicial or arbitral body (public or private).

"[redacted]" means, collectively, [redacted] and [redacted].

"Hazardous Material" means any substance, material or waste which is (i) regulated by, or gives rise to liability under, any Environmental Law, including petroleum and its by-products, asbestos, and any material or substance which is defined as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant," "pollutant," "toxic waste" or "toxic substance" under any provision of Environmental Law and (ii) mold reasonably likely to have a material adverse impact on human health or property, per- and polyfluoroalkyl substances and legionella.

"Health Care Laws" means all federal, state, and local laws, rules, regulations, orders, guidelines (including sub-regulatory guidance), requirements, manual provisions, and policies applicable to the business of VH Companies, or regulating or relating to healthcare items and/or services, including: (i) the Federal Health Care Programs; (ii) healthcare fraud and abuse laws, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the federal False Claims Act (31 U.S.C. § 3729 et seq.); the federal criminal False Statements Statute (42 U.S.C. § 1320a-7b(a)); the federal Exclusion Laws (42 U.S.C. § 1320a-7a); the federal Civil Monetary Penalties Law, including the Beneficiary Inducement Civil Monetary Penalty statute (42 U.S.C. § 1320a-7a); the federal criminal False Claims Statutes (18 U.S.C. §§ 286, 287, and 1001); the False Statements Relating to Health Care Matters Law (18 U.S.C. § 1035); the HIPAA All-Payor Fraud Statute (42 U.S.C. § 1347); the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.); (iii) Medical Reimbursement Program rules, requirements, guidelines, manual provisions, and policies; and (iv) healthcare kickback and professional fee-splitting prohibitions.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health Act (HITECH), and any rules or regulations adopted by the U.S. Department of Health and Human Service (HHS) implementing HIPAA.

[redacted] means, collectively, [redacted]

[redacted] Accounts" means receivables recorded in general ledger accounts #110220, #110221, and #110222, and any other receivables of a similar nature that represent cash held in the trust bank accounts established by [redacted] in connection with fronting arrangements with the VH Companies as of the date hereof and any similar trust bank accounts established following the date hereof.

[redacted] Amount" means [redacted]

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"In-the-Money Option" means any Option that is vested and outstanding as of the Effective Time, including any Option that becomes vested as a result of the transactions contemplated by this Agreement, and that has an exercise price that is less than the Per Share Closing Merger Consideration; provided, for the avoidance of doubt, that any Option that would become vested as a result of the transactions contemplated by this Agreement but for Section 11 of the Stock Plan (which prohibits acceleration to the extent such acceleration would result in a "parachute payment" for purposes of Section 280G of the Code) shall not constitute an "In-the-Money Option."

"Insurance Contracts" means all insurance Contracts, administrative services agreements, evidence of coverage, credit default swaps, policies, surety bonds, financial guarantees and similar instruments, together with all binders, slips, certificates, endorsements and

riders thereto, issued, assumed, written, underwritten or entered into by any SAP Subsidiary (or any entity to which such SAP Subsidiary is a successor in interest) prior to the Closing, together with all agreements ancillary thereto or entered into in connection with the modification, remediation or commutation thereof.

"Insurance Licenses" means licenses, registrations, certifications and other filing requirements under state insurance Laws or other applicable Laws to conduct an insurance business, including as an insurance company, health maintenance organization, organized delivery system, limited service health organization, a preferred provider network, a third-party administrator or a Producer.

"Insurance-Related Obligations" means [redacted]

"Intellectual Property" means all intellectual property and intellectual property arising under the Laws in any jurisdiction throughout the world, including: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, inventions and discoveries and invention disclosures (collectively, "Patents"); (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names, and all other indicia of source or origin, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (collectively, "Marks"); (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, "Copyrights"); (iv) trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques; and (v) all computer software and rights therein (including source code, executable code, data, databases and documentation).

"Intercompany Obligations" means [redacted]

"IRS" means the Internal Revenue Service.

"Knowledge" or "Known" means, with respect to (i) the VH Companies, the actual knowledge, after reasonable due inquiry, of [redacted], or (ii) Parent, the actual knowledge, after reasonable due inquiry, of [redacted].

"Law" means any federal, state, local or non-U.S. law, statute, code, ordinance, rule, regulation, Order or other requirement or rule of law, including, for the avoidance of doubt, insurance laws and Health Care Laws.

[redacted]

"Liabilities" means all indebtedness (other than Company Indebtedness), obligations, liabilities, commitments, legal claims, causes of action, losses, damages or deficiencies of any kind or character, whether direct or indirect, accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, disputed or undisputed, joint or several, secured or unsecured, liquidated or unliquidated, asserted or unasserted, whenever (including in the past, present or future) and however arising (including out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by GAAP or SAP to be reflected in any financial statement or disclosed in the notes thereto.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, transfer restriction, defect in title, conditional sale or other title retention agreement or other similar restriction, similar encumbrance or lien or similar adverse claim.

"Lookback Date" means December 1, 2017.

"Material Adverse Effect" means a material adverse effect on (a) the condition (financial or otherwise) or business, operations, assets, Liabilities or results of operations of the VH Companies, taken as a whole, but excluding, in the case of this clause (a), any change, occurrence, event or effect to the extent resulting, directly or indirectly, from, either alone or in combination with, any of the following: (i) international, national, regional, local or industry-wide political, economic or business conditions (including financial, banking, credit, commodities, securities and capital market conditions and any disruption thereof or decline in the price of any market index); (ii) acts of war (whether or not declared), sabotage, terrorism or military actions, including the commencement, continuation or escalation thereof, hurricanes, pandemics (including the novel coronavirus (COVID-19) or material worsening of such matters), earthquakes, floods, tsunamis, tornadoes, mudslides, wild fires or other natural disasters and other force majeure events; (iii) conditions generally affecting, or general changes or developments in, the vision insurance industry; (iv) actual or proposed adoption of or changes in Laws or accounting regulations or principles (including GAAP or SAP), or actual or proposed changes in interpretation thereof, in

each case occurring after the date hereof; (v) any failure, in and of itself, by any VH Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period (provided that the underlying facts and circumstances that may have given rise or contributed to such failure are not excluded); (vi) action(s) expressly consented to in writing (including email) by Parent or Merger Sub; (vii) Parent's or Merger Sub's breach of this Agreement prior to the Closing; (viii) the execution or announcement of this Agreement or the taking of any action contemplated or required by this Agreement (excluding from this clause (viii) any change, occurrence, event or effect resulting from a contravention or conflict with, breach, violation or termination of, or any termination, cancellation or acceleration of any obligation or loss of a benefit under, or any default (with or without notice, lapse of time, or both) under, or the right of any third person to modify, cancel, terminate, suspend, revoke or accelerate, or create or impose any Lien upon any of the properties or assets of any VH Company under (A) any provision of the certificate of incorporation and by-laws of the Company or (B) any Law applicable to any VH Company or any of its properties or assets); (ix) the COVID-19 virus outbreak and efforts by any Persons or Governmental Bodies relating thereto (including the effects of any actions taken, or any plans, procedures and practices adopted (and compliance therewith), in connection with the COVID-19 virus outbreak or any change in Law or recommendations in respect thereof); (x) any delay in consummating the Closing as a result of (A) any violation or breach by Parent or Merger Sub of any covenant, representation or warranty it has given in this Agreement which has prevented the satisfaction of any condition to the obligations of the Company at the Closing, or (B) the institution of any suit or action challenging the validity or legality, or seeking to restrain the consummation of, the transactions contemplated by this Agreement by any Governmental Body or third party (provided that the underlying facts and circumstances that may have given rise or contributed to such suit or action are not excluded); or (xi) any adverse change in or effect on the business of any VH Company that is cured (and the economic and commercial impact of which has been remedied in full) by or on behalf of such VH Company before the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Article IX; except with respect to this clause (a) in the cases of the preceding subclauses (i)-(iv) and (ix), to the extent that any such effect has a disproportionate and adverse effect on the VH Companies (taken as a whole) relative to other Persons engaged in the industries in which the VH Companies operate; or (b) the ability of the Company to consummate the transactions contemplated hereby by the Outside Date, but excluding, in the case of this clause (b), any change, occurrence, event or effect to the extent resulting directly or indirectly from, either alone or in combination with, any of the matters described in the foregoing subclauses (vii) and (ix).

"Medical Reimbursement Programs" means a collective reference to any healthcare plan or program operated by or financed in whole or in part by any federal, state or local government and any other non-government funded third-party payor plan or program that provides coverage and/or reimbursement for medical services, including a Federal Health Care Program, commercial insurer, managed care organization, health maintenance organization, employer or union-sponsored health plan, or any other plan or program that provides healthcare benefits, directly, through insurance, or otherwise.

"Non-Recourse Party" means, with respect to a Party to this Agreement, any of such Party's former, current and future equity holders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equity holder, controlling person, director, officer,

employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing); provided that for the avoidance of doubt, no Party to this Agreement (in its capacity as such) will be considered a Non-Recourse Party.

"Off-the-Shelf Software" means non-exclusive licenses for software that is (i) licensed under "shrink-wrap" or "click-through" Contracts or agreements, (ii) generally commercially available on reasonable terms through commercial distributors or in a retail store and (iii) licensed for a fee of no more than $50,000 per year.

"Option" means each option to purchase one share of Common Stock that is granted under the Stock Plan.

"Option Consideration" means, for each In-the-Money Option, the amount (if any) equal to the sum of (A) the Per Option Closing Merger Consideration for such In-the-Money Option and (B) the Per Share Additional Merger Consideration.

"Option Exercise Amount" means the sum of the exercise prices of all In-the-Money Options.

"Optionholder Percentage" means the amount, expressed as a percentage, equal to the quotient obtained by dividing (i) the aggregate number of In-the-Money Options by (ii) the Fully Diluted Shares.

"Order" means any order, injunction, judgment, decree, stipulation, determination, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" with respect to a Person, means the ordinary course of business of such Person consistent with past practice.

"Out-of-the-Money Option" means any Option that, as of the Effective Time, is not an In-the-Money Option.

"Parent Fundamental Representations" means the representations and warranties of Parent set forth in Section 5.1, Section 5.2 and Section 5.5.

"Parent Material Adverse Effect" means any change, effect, event or development that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the ability of Parent or Merger Sub to consummate timely the transactions contemplated hereby.

"Paying Agent" means Wilmington Trust, National Association, or another paying agent reasonably acceptable to the Representative.

"Payment Obligations and Guarantees" mean [redacted]

[redacted]

"Per Option Closing Merger Consideration" means, for each In-the-Money Option as of the Effective Time, the amount (if any) by which the Per Share Closing Merger Consideration exceeds the exercise price of such Option.

"Per Share Additional Merger Consideration" means the amount equal to the quotient obtained by dividing (i) the Additional Merger Consideration by (ii) the Fully Diluted Shares.

"Per Share Closing Merger Consideration" means the amount equal to the quotient obtained by dividing (i) the sum of (x) Closing Merger Consideration plus (y) the Option Exercise Amount, by (ii) the Fully Diluted Shares.

[redacted]

"Permits" means any approvals, authorizations, consents, licenses, permits, qualifications, registrations or certificates of a Governmental Body, excluding Insurance Licenses.

"Permitted Liens" means (a) Liens for Taxes, assessments and governmental charges or levies not yet delinquent or the validity of which are being contested in good faith by appropriate proceedings by the Company to the extent adequate reserves in accordance with GAAP are maintained in respect thereof and taken into account as a liability in preparing the Financial Statements; (b) Liens imposed by Law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens arising in the Ordinary Course of Business securing obligations that are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings to the extent adequate reserves in accordance with GAAP

are maintained in respect thereof and taken into account as a liability in preparing the Financial Statements; (c) pledges or deposits made in the Ordinary Course of Business to secure obligations under workers' compensation Laws or similar legislation or to secure public or statutory obligations; (d) deposits to secure the performance of bids, trade Contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the Ordinary Course of Business, including amounts held in escrow in reserve accounts pursuant to customer Contracts; (e) all matters of record, including survey exceptions, reciprocal easement agreements and other encumbrances on title to the Leased Real Property provided such do not, individually or in the aggregate, materially affect the use or enjoyment of the applicable property by the business of the VH Companies or otherwise materially interfere with the use, occupancy or operation of the Leased Real Property as currently used, occupied and operated by the VH Companies; (f) all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations; provided that such are not violated in any material respect by the current use, occupancy and operation of the Leased Real Property; (g) all exceptions, restrictions, easements, charges, rights-of-way and other Liens set forth in any Permits, any deed restrictions, groundwater or land use limitations or other institutional controls utilized in connection with any required environmental remedial actions, or other state, local or municipal franchise applicable to any of the VH Companies or any of their respective properties which do not, individually or in the aggregate, materially affect the use or enjoyment of the applicable property by the business of the VH Companies or otherwise materially interfere with the use, occupancy or operation of the Leased Real Property as currently used, occupied and operated by the VH Companies; (h) Liens on Intellectual Property that is licensed to other Persons in the Ordinary Course of Business that, individually or in the aggregate, do not interfere materially with the operation of the business of the VH Companies; and (i) Liens related to letters of credit outstanding as of Closing that support any obligation of a VH Company arising in the Ordinary Course of Business.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Personal Information" shall have the meaning of such term or like terms set forth in any Data Protection Requirements (including "Protected Health Information" as defined in HIPAA).

"Pre-Closing Tax Period" means any and all Tax periods that end on or before the Closing Date and the portion of any Straddle Period ending at the end of day on which the Closing occurs.

"Pre-Closing Taxes" means the unpaid liability, if any, owed by the VH Companies on a consolidated basis for income Taxes in respect of the Pre-Closing Tax Periods (whether or not accrued); provided, however, that "Pre-Closing Taxes" shall not include any amounts in respect of any Taxes imposed on the VH Companies as a result of transactions occurring on the Closing Date that are properly allocable (based on, among other relevant factors, the factors set forth in Treasury Regulations section 1.1502-76(b)(1)(ii)(B)) to the portion of the Closing Date after the Closing.

"Privacy Laws" means all applicable Laws, rules, regulations, and Company privacy policies pertaining to Personal Information, data protection, data privacy, data security, data breach notification, and cross-border data transfer, including the Gramm-Leach-Bliley Act of 1999, as amended, and HIPAA. For the avoidance of doubt, the Identity Theft Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003 and any similar state Laws shall not be deemed to be "Privacy Laws" hereunder.

"Pro Rata Share" means, with respect to any Securityholder, the quotient (expressed as a percentage) obtained by dividing (a) the sum of (i) the number of shares of Common Stock held by such Securityholder immediately prior to the Effective Time, and (ii) the number of In-the-Money Options held by such Securityholder as of immediately prior to the Effective Time, by (b) the Fully Diluted Shares as of immediately prior to the Effective Time.

"Producer" means any Person engaged in the solicitation, negotiation, effectuation, marketing, sale or placement of Insurance Contracts.

"PwC" means PricewaterhouseCoopers International Limited or one of its member firms or Affiliates.

"R&W Insurance Policy" means the representations and warranties insurance policies issued to Parent in connection with this Agreement.

"RBC Instructions" means the health risk-based capital formula contained in the Health Risk-Based Capital Instructions of the National Association of Insurance Commissioners as in effect on the date hereof.

"Registered Intellectual Property" means all Patents and Patent applications, all Copyright registrations, all registrations for Marks and all material Internet domain names that, in each case, are owned by any VH Company.

"Reinsurance Agreement" means any reinsurance or retrocessional treaty or agreement to which any VH Company is a party and (i) which is in force as of the date hereof, (ii) is terminated or expired as of the date hereof but under which such VH Company or any of its Affiliates may continue to receive benefits or have obligations or (iii) is an assumption reinsurance agreement.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching into the indoor or outdoor environment.

"Remedial Action" means all actions required by Environmental Laws to clean up, remove, treat or address any Hazardous Material in the indoor or outdoor environment, including pre-remedial studies and investigations or post-remedial monitoring and care.

"Required Capital" means an amount equal to the minimum amount that, if apportioned among, and then contributed to, all SAP Subsidiaries at the time of determination, would be sufficient to cause the total adjusted capital (as defined in the RBC Instructions) of such SAP Subsidiaries to be equal to the product of (i) [redacted] multiplied by (ii) the authorized control level risk based capital of such SAP Subsidiaries as set forth in Schedule 1.1(c).

"Reserves" means any reserves, funds or provisions for losses, claims, premiums and loss and loss adjustment expenses (including reserves for incurred but not reported losses and loss adjustment expenses) in respect of the Insurance Contracts.

"Restricted Cash" means [redacted]

"Sanctions" means any sanctions or other similar restriction or penalty imposed or administered by the Office of Foreign Assets Control at the U.S. Department of the Treasury or any other Governmental Body that has the authority to impose or administer sanctions with respect to Parent, the VH Companies or the business of the VH Companies.

"SAP" means, with respect to the SAP Subsidiaries, the statutory accounting principles and practices prescribed or permitted by the applicable Domiciliary Department of Insurance.

"SAP Accounting Principles" means the accounting principles, practices, procedures, policies and methods set forth in Exhibit B.

"SAP Subsidiaries" means Superior Vision Insurance, Inc., Block Vision of Texas, Inc. d/b/a Superior Vision of Texas, Superior Vision Insurance Plan of Wisconsin, Inc. and Superior Vision of New Jersey, Inc.

"Securityholder" means a Stockholder or a holder of an Option.

"Special Projects" means the Company's business projects listed on Schedule 1.1(b).

"Stock Plan" means the Wink Parent, Inc. 2016 Stock Incentive Plan.

"Stockholder" means a holder of Common Stock, as of the time immediately prior to the Effective Time.

"Stockholder Consent Period" means the period starting at the time of execution of this Agreement and ending at 11:59pm (New York, New York time) on the date of execution of this Agreement.

"Stockholders Agreement" means the Amended and Restated Stockholder Agreement, dated as of December 1, 2017, by and among the Company (f/k/a Wink Parent, Inc.) and certain other stockholders of the Company named therein (as amended from time to time).

"Straddle Period" means any Tax period that includes, but does not end on, the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock 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 such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, limited liability company, association or other business entity of which a majority of the partnership, limited liability company or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other business entity or is or controls the managing member or general partner or similar position of such partnership, limited liability company, association or other business entity.

"Surplus Amount" means, as of the Adjustment Time, an amount equal to the aggregate amount of the total adjusted capital (as defined in the RBC Instructions) of all of the SAP Subsidiaries, determined in accordance with the RBC Instructions, as further adjusted by the SAP Accounting Principles, in a manner consistent with the calculation of Surplus Amount set forth on Exhibit D hereto.

"Target Net Working Capital Amount" means [redacted]

"Tax Liability Amount" mean [redacted]

"Tax Return" means any return, declaration, report, claim for refund, estimate, information return or statement, including any schedule or attachment thereto and including any amendment thereof required to be filed or sent in respect of any Taxes.

"Taxes" means all federal, state, local or non-U.S. taxes, customs, duties, governmental fees or other like assessments or any charge of any kind whatsoever, including all net income, alternative or add-on minimum, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, retaliatory, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, together with any and all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described herein.

"Taxing Authority" means each national, state, provincial or local government or any governmental, administrative or regulatory authority, agency, court, commission, tribunal, body or instrumentality of any government that imposes, regulates, administers, collects or regulates the collection of Taxes in any applicable jurisdiction.

"Third-Party Consent" means any Consent of any non-affiliated third party (other than a Governmental Body).

"Transaction Expense Tax Benefit Amount" means [redacted]

"Transaction Expense Tax Deductions" means [redacted]

"[redacted] Liability Amount" means [redacted]

"VH Companies" mean the Company and the Company's Subsidiaries, each of which shall be referred to individually as a "VH Company."

"VH Shareholder Parties" means the Persons set forth on Schedule 1.1(d).

"Willful Breach" means, with respect to any breaches or failures to perform any of the covenants or other agreements contained in this Agreement, a material breach that is a consequence of an act or a failure to act undertaken by the breaching Person with actual knowledge (which shall be deemed to include knowledge of facts that a Person acting reasonably should have, based on reasonable due inquiry) that such Person's act or failure to act would, or would reasonably be expected to, result in or constitute a breach of this Agreement; [redacted]

(b) Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Any reference in this Agreement to "$" or "Dollars" shall mean U.S. dollars.

(iii) The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. Parent and Merger

Sub acknowledge and agree that all documents and materials deposited in the Electronic Data Room at least three Business Days prior to the date hereof and thereafter remain posted in the Electronic Data Room at all times, from such posting up to the date hereof, are deemed to have been delivered or made available to Parent, Merger Sub and its and their representatives.

(iv) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "material" or any variation thereof when used in Article IV in relation to, or to describe an effect on, the VH Companies or any VH Company means "material to the VH Companies (taken as a whole)." The words "to the extent" shall mean the degree to which a subject or other thing extends, and shall not simply mean "if". The term "or" has the inclusive meaning represented by the phrase "and/or." The words "shall" and "will" shall be construed as creating a mandatory obligation.

(v) Accounting terms that are not otherwise defined in this Agreement have the meanings given to them in the Accounting Principles (or, if not defined in the Accounting Principles, under GAAP), or where applicable in respect of the SAP Subsidiaries, the SAP Accounting Principles (or, if not defined in the SAP Accounting Principles, under SAP) as applicable. To the extent that the definition of an accounting term defined in this Agreement, the Accounting Principles or the SAP Accounting Principles is inconsistent with the meaning of such term under GAAP or SAP, as applicable, the definition set forth in this Agreement, the Accounting Principles or the SAP Accounting Principles, shall control. Notwithstanding anything to the contrary herein and for the avoidance of doubt, each of the term "assets" (as opposed to "Assets") and the term "liabilities" (as opposed to "Liabilities") as used herein shall be interpreted consistent with how such term would be interpreted under the Accounting Principles, and where the capitalized terms "Liabilities" and "Assets" are used herein they shall be interpreted in accordance with the definitions thereof as set forth in Section 1.1(a).

(vi) Any reference to any particular Code section or Law shall be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

(c) Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The Parties agree that the specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Disclosure Schedules or Exhibits attached hereto is not intended to and does not imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as

material or threatened) or are within or outside of the Ordinary Course of Business. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever (including any violation of Law or breach of contract).

(d) Cross-References of Other Definitions. Each capitalized term listed below is defined in the corresponding Section of this Agreement:

Acquisition Proposal ..... 6.9(a)
Agreement ..... Preface
Annual Statements ..... 4.5(b)
Anti-Money Laundering Laws 5.7
Antitrust Laws ..... 6.2(c)
ASO ..... 1.1(a)
Balance Sheet Date ..... 4.5(a)
BC Resolution Period ..... 6.2(d)
Burdensome Condition ..... 6.2(d)
Calculation ..... Exhibit A
CARES Act ..... 6.1(b)T
Certificate of Merger ..... 2.1(b)
Closing 3.1
Closing Balance Sheet 2.9
Closing Statement 2.9
Collective Bargaining Agreements ..... 4.12(a)
Company ..... Preface
Company Benefit Plan ..... 4.11(a)
Company Documents 4.2
Condition Satisfaction 3.1
Confidentiality Agreement ..... 6.4(a)
Continuation Period ..... 6.11(a)
Copyrights ..... 1.1(a)
D&O Costs ..... 6.5(b)
D&O Expenses ..... 6.5(b)
D&O Indemnifiable Claim ..... 6.5(b)
D&O Indemnified Person ..... 6.5(a)
D&O Indemnifying Party ..... 6.5(b)
D&O Tail Policies ..... 6.5(c)
DGCL ..... 2.1(a)
Disclosure Schedules ..... Article IV
Disqualified Individual 6.14
Dissenting Share 2.11
Dissenting Stockholder 2.11
Effective Time ..... 2.1(b)
Environmental Permits ..... 4.15(a)
ERISA ..... 4.11(b)
Escrow Account 2.12

Escrow Agreement 2.12
Escrow Amount 2.12
Escrow Excess Amount ..... 2.10(b)
Estimated Cash 2.8
Estimated Closing Statement 2.8
Estimated Company Indebtedness 2.8
Estimated Net Working Capital 2.8
Estimated Surplus Amount 2.8
Estimated Transaction Expense Tax Benefit Amount 2.8
Estimated Transaction Expenses 2.8
Excluded Shares ..... 2.2(b)
Financial Statements ..... 4.5(a)
Fraud ..... 1.1(a)
Independent Accounting Firm 2.9
Industry Leader Response ..... 6.1(d)
IPA Guarantees ..... 4.14(g)
Latest Balance Sheet ..... 4.5(a)
Leased Real Property ..... 4.16(b)
Letter of Transmittal 2.4
Licenses ..... 4.9(a)
Marks ..... 1.1(a)
Material Contracts ..... 4.10(b)
Merger ..... 2.1(a)
Merger Sub ..... Preface
Objections Statement 2.9
Outside Date ..... 9.1(a)
Parent ..... Preface
Parent Payments 6.14
Parent's Representatives ..... 6.7(a)
Parties ..... Preface
Party ..... Preface
Patents ..... 1.1(a)
Paying Agent Agreement 2.4
Payoff Letters 6.20
Policies 4.19
PPACA ..... 4.11(f)
Quarterly Statements ..... 4.5(b)
Real Property Leases ..... 4.16(b)
Regulatory Filings ..... 4.14(h)
Representative ..... Preface
Representative Amount 2.5
Section 280G Payments 6.14
Securities Act 5.4
Securityholder Released Claims ..... 6.13(a)
Securityholder Releasee ..... 6.13(b)
Securityholder Releasor ..... 6.13(a)

Shortfall Amount ..... 2.10(b)
Specific Policies ..... Exhibit A
Statutory Statements ..... 4.5(b)
Stockholder Consent ..... 7.1(e)
Straddle Period ..... 1.1(a)
Stub-Period Tax Return ..... 6.8(a)(i)
Subsequent Annual Statements ..... 6.19(b)
Subsequent Audited GAAP Financial Statements ..... 6.19(a)
Subsequent GAAP Financial Statements ..... 6.19(a)
Subsequent Quarterly GAAP Financial Statements ..... 6.19(a)
Subsequent Quarterly SAP Statements ..... 6.19(b)
Subsequent SAP Statements ..... 6.19(b)
Surviving Company ..... 2.1(a)
Tax Refund Settlement Amount ..... 6.8(f)
Transaction Regulatory Filings ..... 6.2(d)
Transferring Employees ..... 6.11(a)
Trial Statement ..... 6.19(c)
VH Company ..... 1.1(a)
VH Company Released Claims ..... 6.13(b)
VH Company Releasee ..... 6.13(a)
VH Company Releasor ..... 6.13(b)
Voting Common Shares ..... 1.1(a)
Waived Benefits 6.14
WARN ..... 4.12(e)
Working Capital Schedule ..... 1.1(a)

ARTICLE II

THE MERGER

2.1 The Merger.

(a) Subject to the terms and conditions hereof, at the Effective Time, Merger Sub shall merge (the "Merger") with and into the Company in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), whereupon the separate existence of Merger Sub shall cease, and the Company shall be the surviving company (the "Surviving Company").

(b) At the Closing, the Company and Merger Sub shall cause a certificate of merger in substance and form reasonably acceptable to the Parties (the "Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware and make all other filings or recordings required by the DGCL in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such other time as Parent and the Company shall agree and specify in the Certificate of Merger (the "Effective Time").

(c) From and after the Effective Time, the Surviving Company shall succeed to all of the assets, rights, privileges, immunities, powers and franchises of, and be subject to all of the Liabilities, restrictions, disabilities and duties of, the Company and Merger Sub, all as provided under the DGCL.

2.2 Effect on Capital Stock. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares) shall be converted into the right to receive, subject to the terms of this Agreement, an amount in cash equal to the sum of:

(i) the Per Share Closing Merger Consideration; and

(ii) to be paid as and when provided herein, the Per Share Additional Merger Consideration.

(b) Each share of Common Stock, if any, held immediately prior to the Effective Time by Parent, Merger Sub or the Company shall be canceled and no payment shall be made with respect thereto ("Excluded Shares").

(c) Each share of common stock of Merger Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock of the Surviving Company.

2.3 Treatment of Options.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of any Effective Time Option Holder, each In-the-Money Option shall automatically be cancelled, terminated and converted into and represent the right to receive in consideration therefor, without the payment of any interest, an amount equal to the Option Consideration.

(b) At the Effective Time, by virtue of the Merger, without any action on the part of any Effective Time Option Holder, each Out-of-the-Money Option shall expire and be terminated with no payment due thereon, and all rights in respect of each such Option shall forthwith cease to exist.

(c) Subject to Section 2.12 below, the aggregate Per Option Closing Merger Consideration payable to the holders of In-the-Money Options pursuant to Section 2.3(a) above shall be paid through the Surviving Company's payroll system (or directly by the Surviving Company in respect of any In-the-Money Options held by an individual other than a current or former employee of any VH Company) no later than the second regularly scheduled payroll date of the Surviving Company on or following the Effective Time (and in any event within 15 Business Days following the Closing Date). The remaining portion of the Option Consideration payable to the holders of In-the-Money Options (and any other amounts received by the Representative pursuant to this Agreement that are payable to the holders of In-the-Money Options) shall be paid no later than the second regularly scheduled payroll date of the Surviving Company following each such time as any such Option Consideration or other amounts become payable to such holder, if any.

(d) Prior to the Effective Time, the Company shall take all action necessary to effectuate Section 2.3(a) and Section 2.3(b).

2.4 Exchange of Common Stock; Paying Agent. Parent shall cause the Paying Agent to effect the exchange of cash for the shares of Common Stock that are outstanding as of immediately prior to the Effective Time and entitled to payment pursuant to Section 2.2. In connection with such exchange, by no later than five Business Days prior to the Closing Date (unless such five Business Day period is waived or shortened by the Representative), the Representative and Parent shall cause the Paying Agent to provide each holder of Common Stock with a Letter of Transmittal, substantially in the form of Exhibit E attached hereto, with such changes as may be reasonably required by the Paying Agent and reasonably acceptable to Parent and the Representative (a "Letter of Transmittal"). Prior to the Closing Date, the Paying Agent, Parent and the Representative shall enter into a Paying Agent Agreement, substantially in the form of Exhibit G attached hereto, with such changes as may be reasonably required by the Paying Agent and reasonably acceptable to Parent and the Representative (the "Paying Agent Agreement"). Prior to the Effective Time, Parent shall transfer to the Paying Agent via wire transfer of immediately available funds, cash in an amount equal to the Closing Paying Agent Amount plus the Representative Amount. Parent shall cause the Paying Agent to hold such funds and deliver them in accordance with the terms and conditions hereof and the terms and conditions of the Paying Agent Agreement. Each holder of Common Stock outstanding as of immediately prior to the Effective Time shall deliver a duly executed and completed Letter of Transmittal and, after the Effective Time, following the delivery of the executed and completed Letter of

Transmittal, Parent shall cause the Paying Agent to promptly deliver or cause to be delivered to such holder a wire transfer in an amount equal to the amount of cash to which such holder is entitled under Section 2.2 to the accounts designated by such holder in such holder's Letter of Transmittal; provided that Parent shall cause the Paying Agent to deliver or cause to be delivered such amounts on the Closing Date to any holder of Common Stock that has delivered a duly executed and completed Letter of Transmittal to the Paying Agent at least two Business Days prior to the Closing Date, or other time as set forth in the Paying Agent Agreement. In no event shall any holder of Common Stock who delivers a Letter of Transmittal be entitled to receive interest on any of the funds to be received in the Merger or otherwise under this Agreement. Fifty percent of the fees and expenses of the Paying Agent shall be paid by Parent prior to the Effective Time. At the Effective Time, the share transfer books of the Company shall be closed, and thereafter there shall be no further registration of transfers of Common Stock theretofore outstanding on the records of the Company. From and after the Effective Time, the holders of the shares of Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect thereto except as otherwise provided in this Agreement or by Law. On or after the Effective Time, any shares of Common Stock presented to the Surviving Company or Parent for any reason shall be converted into the consideration payable in respect thereof pursuant to Section 2.2 without any interest thereon. Any portion of the funds held by the Paying Agent pursuant to this Agreement that remains undistributed to the holders of Common Stock 12 months after the Effective Time shall be delivered to the Surviving Company, upon demand, and any holder of Common Stock that has not previously complied with this Section 2.4 prior to the end of such 12 month period shall thereafter look only to the Surviving Company for payment of its claim for the applicable portion of the Closing Merger Consideration and Additional Merger Consideration in respect of such Common Stock. None of Parent, the Surviving Company nor their Affiliates shall be liable to any Securityholder for any amount paid to any public official pursuant to applicable abandoned property, escheat, or similar Laws. Any amount remaining unclaimed by Securityholders three years after the Closing Date (or such earlier date, immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Body) shall become, to the extent permitted by applicable Law, the property of the Surviving Company free and clear of any claims or interest of any Person previously entitled thereto.

2.5 Representative Amount. At the Closing, Parent shall cause the Paying Agent to deliver to the Representative (on behalf of the Securityholders) by wire transfer of immediately available funds to the account(s) designated by the Representative [redacted] to satisfy potential future obligations of the Representative and/or the Securityholders to the Representative, including expenses of the Representative arising from the defense or enforcement of any claims hereunder, but excluding any payments due under Section 2.10(a) (the "Representative Amount"). The Representative Amount shall be retained in whole or in part by the Representative until the Representative reasonably determines that, in its sole and absolute discretion, the Representative Amount is no longer required to be withheld. If the Representative shall, pursuant to the terms hereof, return all or any portion of the Representative Amount to the Securityholders, it shall deposit such amount with the Paying Agent, for the benefit of the Securityholders, which shall promptly distribute to each Securityholder its Pro Rata Share thereof; provided that to the extent a Securityholder is a holder of In-the-Money Options, the Representative may deposit with the Surviving Company any portion of such amount payable to such holder in respect of its In-the-Money Options, and Parent shall cause the Surviving Company to distribute such amount to each such Securityholder through the Surviving Company's payroll system (or directly by the Surviving

Company in respect of any In-the-Money Options held by an individual other than a current or former employee of any VH Company) on the second regularly scheduled payroll date of the Surviving Company following such deposit. The Representative is not providing any investment supervision, recommendations or advice and shall have no responsibility or liability for any loss of principal of the Representative Amount other than as a result of its gross negligence or willful misconduct. The Representative is not acting as a withholding agent or in any similar capacity in connection with the Representative Amount, and has no tax reporting or income distribution obligations hereunder unless otherwise required by Law. For Tax purposes (including withholding, employment and payroll Tax purposes), the Representative Amount will be treated as having been received and voluntarily set aside by the Securityholders at the time of Closing, and the Parties agree to report (a) the Pro Rata Share of the Representative Amount of each holder of In-the-Money Options as income received on the Closing Date and (b) each Stockholder's Pro Rata Share of the Representative Amount as additional consideration received in respect of its shares of Common Stock on the Closing Date.

2.6 Organizational Documents. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any shares of capital stock of any of the foregoing, the certificate of incorporation of the Surviving Company shall be amended and restated in its entirety in a form acceptable to Parent (and that complies with Section 6.5(a) hereof) until thereafter amended in accordance with the provisions thereof and the DGCL. At the Effective Time, the bylaws of the Surviving Company shall be amended and restated in a form acceptable to Parent (and that complies with Section 6.5(a) hereof), until thereafter amended, in accordance with the provisions thereof, the certificate of incorporation of the Surviving Company and the DGCL.

2.7 Directors and Officers. From and after the Effective Time, until successors are duly elected, appointed or otherwise designated in accordance with applicable Law, the directors of Merger Sub at the Effective Time shall be the directors of the Surviving Company, and the officers of the Company at the Effective Time shall be the officers of the Surviving Company, each such initial director and initial officer to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Company as in effect from and after the Effective Time.

2.8 Closing Calculations. At least five Business Days prior to the anticipated Closing Date (or such shorter period of time as agreed to by Parent), the Company shall prepare and deliver to Parent a statement setting forth (a) a good faith calculation of the Company's estimate of Closing Cash (the "Estimated Cash"), Surplus Amount (the "Estimated Surplus Amount"), Company Indebtedness (the "Estimated Company Indebtedness"), Closing Net Working Capital (the "Estimated Net Working Capital"), Company Transaction Expenses (the "Estimated Transaction Expenses") and Transaction Expense Tax Benefit Amount (the "Estimated Transaction Expense Tax Benefit Amount"), each as of the Adjustment Time, (b) based thereon, the Closing Merger Consideration, the aggregate Per Option Closing Merger Consideration, and the Closing Paying Agent Amount, and (c) a duly completed Allocation Schedule (the "Estimated Closing Statement"). The Estimated Closing Statement and the determinations contained therein shall be prepared in accordance with the Accounting Principles and the SAP Accounting Principles, as applicable, and (i) in the case of the Estimated Net Working Capital, in a manner consistent with the Working Capital Schedule in Exhibit A, (ii) in the case of the Estimated Surplus Amount, in a manner consistent with the example set forth on Exhibit D and (iii) in the case of the Estimated

Transaction Expense Tax Benefit Amount, (x) the aggregate amount of Transaction Expense Tax Deductions that represent legal expenses shall be [redacted] of the "Legal Expense Deduction Cap" set forth on Exhibit C, and (y) the aggregate amount of Transaction Expense Tax Deductions that do not represent legal expenses shall be [redacted] of the "Non-Legal Expense Deduction Cap" set forth on Exhibit C (it being understood and agreed that any Transaction Expense Tax Deductions in this clause (y) taken individually may exceed the corresponding amounts set forth on Exhibit C so long as the aggregate amount of all Transaction Expense Tax Deductions in this clause (y) do not exceed the "Non-Legal Expense Deduction Cap"), in the case of each of (x) and (y), treating any payments included in Transaction Expense Tax Deductions as though they were paid as of the Adjustment Time. After delivery of the Estimated Closing Statement, each of the Company and the Representative shall use its reasonable best efforts to provide promptly to Parent and its accountants and other representatives reasonable access at reasonable times to review the Company's and its Subsidiaries' books and records and any work papers reasonably related to the preparation of the Estimated Closing Statement. Parent and its accountants and other representatives may make reasonable inquiries of the Company, its Subsidiaries and their respective accountants and employees regarding questions concerning or disagreements with the Estimated Closing Statement arising in the course of their review thereof, and each of the Company and the Representative shall use its reasonable best efforts to cause any such accountants and employees of the Company and its Subsidiaries to cooperate with and respond to such inquiries. The Company shall consider in good faith any reasonable comments made in good faith that Parent provides and delivers to the Company in writing no later than two Business Days prior to the Closing. To the extent that the Company accepts any such reasonable comments, the Company shall deliver a revised Estimated Closing Statement to Parent prior to the Closing Date reflecting such accepted comments, which shall be the Estimated Closing Statement for purposes of this Agreement. In the event that (A) Parent does not timely deliver a written notice of its comments as contemplated hereby, or (B) the Company does not agree with any of the proposed comments by Parent in such notice, then the Estimated Closing Statement delivered by the Company shall be the Estimated Closing Statement for purposes of this Agreement.

2.9 Final Closing Balance Sheet Calculation. As promptly as possible, but in any event within 75 days after the Closing Date, Parent shall deliver to the Representative a statement setting forth (a) a consolidating balance sheet of the VH Companies (other than the SAP Subsidiaries) in accordance with the Accounting Principles and a consolidating balance sheet of the SAP Subsidiaries in accordance with the SAP Accounting Principles, in each case as of the Adjustment Time (the "Closing Balance Sheet"), (b) the Closing Cash, Surplus Amount, Company Indebtedness, Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount, each as of the Adjustment Time, (c) based thereon, the Final Merger Consideration and (d) the portion of the Final Merger Consideration to be paid to each Securityholder, in each case, together with all reasonable supporting calculations and work papers (the "Closing Statement"). The Closing Balance Sheet and Closing Statement shall be prepared, and Closing Cash, Surplus Amount, Company Indebtedness, Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount shall be determined, in accordance with the Accounting Principles and SAP Accounting Principles, as applicable, and (i) in the case of the Closing Net Working Capital, in a manner consistent with the Working Capital Schedule in Exhibit A, (ii) in the case of the Surplus Amount, in a manner consistent with the example set forth on Exhibit D and (iii) in the case of the Transaction Expense Tax Benefit Amount, (x) the aggregate amount of Transaction Expense Tax Deductions that

represent legal expenses shall be [redacted] of the "Legal Expense Deduction Cap" set forth on Exhibit C, and (y) the aggregate amount of Transaction Expense Tax Deductions that do not represent legal expenses shall be [redacted] of the "Non-Legal Expense Deduction Cap" set forth on Exhibit C (it being understood and agreed that any Transaction Expense Tax Deductions in this clause (y) taken individually may exceed the corresponding amounts set forth on Exhibit C so long as the aggregate amount of all Transaction Expense Tax Deductions in this clause (y) do not exceed the "Non-Legal Expense Deduction Cap"), in the case of each of (x) and (y), treating any payments included in Transaction Expense Tax Deductions as though they were paid as of the Adjustment Time. The Parties agree that the purpose of preparing the Closing Balance Sheet and determining Closing Cash, Surplus Amount, Company Indebtedness, Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount and the related purchase price adjustment contemplated by this Section 2.9 is to measure the amount of Closing Cash, Surplus Amount, Company Indebtedness, changes in Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount, and such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of preparing the Closing Balance Sheet or Closing Statement or determining Closing Cash, Surplus Amount, Company Indebtedness, Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount. The calculations in the Closing Statement will entirely disregard (A) any and all effects on the VH Companies (including the assets and liabilities of the VH Companies) that result from the transactions contemplated hereby or any financing or refinancing arrangements entered into at any time by Parent or its Affiliates or any other transaction entered into by Parent or its Affiliates in connection with the consummation of the transactions contemplated hereby, and (B) any of the plans, transactions, fundings, payments or changes that Parent or its Affiliates initiates or makes or causes to be initiated or made after the Closing with respect to the VH Companies or their respective businesses or assets, or any facts or circumstances that are unique or particular to Parent or its Affiliates or any of their respective assets or liabilities. After delivery of the Closing Statement, Parent shall use its reasonable best efforts to provide promptly to the Representative and its accountants and other representatives reasonable access at reasonable times to review the Surviving Company's and its Subsidiaries' books and records and any work papers related to the preparation of the Closing Statement. The Representative and its accountants and other representatives may make reasonable inquiries of Parent, the Surviving Company, its Subsidiaries and their respective accountants and employees regarding questions concerning or disagreements with the Closing Statement arising in the course of their review thereof, and Parent shall use its reasonable best efforts to cause any such accountants and employees of the Surviving Company and its Subsidiaries to cooperate with and respond to such inquiries. If the Representative has any objections to the Closing Statement, the Representative may deliver to Parent a statement setting forth its objections thereto (the "Objections Statement"). If the Objections Statement is not delivered to Parent within 45 days following the date of delivery of the Closing Statement, the Closing Statement shall be final, binding and non-appealable by the Parties; provided that, in the event that the Surviving Company does not provide the information and/or access to personnel, external accountants or advisors reasonably requested by Representative or any of its representatives pursuant to the preceding sentence within five days of receipt of request therefor (or such shorter period as may remain in such 45-day period), such 45-day period will be extended by one day for each additional day required for the Surviving Company to fully respond to such

request; provided further that such 45-day period will be extended a minimum of ten days following the date on which the Surviving Company will have fully responded to such request. The Representative and Parent shall negotiate in good faith to resolve any such objections, but if they do not reach a final resolution within 15 days after the delivery of the Objections Statement, the Representative and Parent shall submit such dispute to KPMG LLP (the "Independent Accounting Firm"). In the event the Parties submit any unresolved disputed items to the Independent Accounting Firm, each Party will submit a statement together with such supporting documentation as it deems appropriate, to the Independent Accounting Firm within fifteen (15) days after the date on which such unresolved disputed items were submitted to the Independent Accounting Firm for resolution, it being agreed that the Parties will make their respective submissions contemporaneously on a date and in a manner directed by the Independent Accounting Firm, and with a copy sent simultaneously and in the same manner to the other Party. The Independent Accounting Firm shall consider only those items and amounts that are identified in the Objections Statement as being items which the Representative and Parent are unable to resolve. The Independent Accounting Firm's determination shall be an expert determination under applicable Law governing expert determination and appraisal proceedings and shall be based solely on the definitions of Closing Cash, Surplus Amount, Company Indebtedness, Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount contained herein and the provisions of this Agreement and the Accounting Principles and SAP Accounting Principles, as applicable, including the Working Capital Example, Exhibit D and this Section 2.9. The Representative and Parent shall use their reasonable best efforts to cause the Independent Accounting Firm to resolve all disagreements as soon as practicable. Further, the Independent Accounting Firm's determination shall be based solely on the presentations by Parent and the Representative that are in accordance with the terms and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The resolution of the dispute by the Independent Accounting Firm shall be final and binding on and non-appealable by the Parties hereto, absent manifest error. The costs and expenses of the Independent Accounting Firm shall be allocated between Parent, on the one hand, and the Representative from the Escrow Amount, on the other hand, in the same proportion that the aggregate amount of the disputed items so submitted to the Independent Accounting Firm that is unsuccessfully disputed by each such Party (as finally determined by the Independent Accounting Firm) bears to the total disputed amount of such items so submitted (which allocations shall also be determined by the Independent Accounting Firm at the same time the determination of the Independent Accounting Firm is rendered on the unresolved disputed items). For example, if the Representative claims Net Working Capital is $1,000 greater than the amount determined by Parent, and Parent contests only $500 of the amount claimed by the Representative, and if the Independent Accounting Firm ultimately resolves the dispute by awarding the Representative (for the account of the Securityholders) $300 of the $500 contested, then the costs and expenses of arbitration shall be allocated 60% (i.e., 300 ÷ 500) to Parent and 40% (i.e., 200 ÷ 500) to the Representative (for the account of the Securityholders). In resolving each of items and amounts that are identified in the Objections Statement, the Independent Accounting Firm will be authorized only to determine an amount with respect to a disputed item that is an amount between (and inclusive) of the disputed amounts set forth in the Closing Statement and the Objections Statement. If Parent fails to timely deliver the Closing Statement in accordance with this Section 2.9, then the Final Merger Consideration shall be deemed to equal the Closing Merger Consideration for all purposes hereunder.

2.10 Post-Closing Adjustment Payment; Excess Escrow Amount; Tax Refund Settlement Amount.

(a) If the Final Merger Consideration is greater than the Closing Merger Consideration, (i) Parent and Merger Sub (including, for the avoidance of doubt, the Surviving Company following the Closing) shall promptly (but in any event within two Business Days following the final determination of the Final Merger Consideration) pay to (A) the Paying Agent (for distribution to each Stockholder of its Pro Rata Share in respect of Common Stock) the amount of such difference, less the Optionholder Percentage of such amount, by wire transfer of immediately available funds to an account designated in writing by the Paying Agent to Parent, and (B) the Surviving Company (and/or shall cause the Surviving Company to pay or the Surviving Company shall pay) (for distribution to the holders of the In-the-Money Options in accordance with each such holder's Pro Rata Share in respect of the In-the-Money Options) the Optionholder Percentage of the amount of such difference by wire transfer of immediately available funds to an account designated in writing by the Surviving Company, and the Surviving Company shall pay each such holder its Pro Rata Share in respect of In-the-Money Options of such funds via the Surviving Company's payroll system (or directly by the Surviving Company in respect of any In-the-Money Options held by an individual other than a current or former employee of any VH Company) on the second regularly scheduled payroll date of the Surviving Company following such payment, and (ii) the Representative and the Parent shall promptly (but in any event within two Business Days following the final determination of the Final Merger Consideration) deliver joint written instructions to the Escrow Agent to cause the Escrow Agent to pay to (x) each Stockholder its Pro Rata Share in respect of Common Stock of the funds comprising the Escrow Amount by wire transfer of immediately available funds, and (y) the Surviving Company (for distribution to the holders of the In-the-Money Options in accordance with each such holder's Pro Rata Share in respect of In-the-Money Options) the Optionholder Percentage of the funds comprising the Escrow Amount, and the Surviving Company shall pay each such holder its Pro Rata Share in respect of In-the-Money Options of such funds via the Surviving Company's payroll system (or directly by the Surviving Company in respect of any In-the-Money Options held by an individual other than a current or former employee of any VH Company) on the second regularly scheduled payroll date of the Surviving Company following such payment.

(b) If the Final Merger Consideration is equal to or less than the Closing Merger Consideration, Parent and the Representative (on behalf of the Securityholders) shall promptly (but in any event within five Business Days) deliver a joint written instruction to the Escrow Agent to pay to Parent the absolute value of such difference, if any (the "Shortfall Amount"), by wire transfer of immediately available funds to an account designated by Parent to the Representative. The Shortfall Amount shall be paid solely from the funds available in the Escrow Account. In the event that the funds available in the Escrow Account are in excess of the Shortfall Amount (such excess, the "Escrow Excess Amount"), the Representative and Parent shall concurrently with the delivery of the instructions described in the first sentence of this Section 2.10(b), deliver joint written instructions to the Escrow Agent to pay to (i) each Stockholder its Pro Rata Share in respect of Common Stock of the Escrow Excess Amount, and (ii) the Surviving Company (for distribution to the holders of the In-the-Money Options in accordance with each such holder's Pro Rata Share in respect of the In-the-Money Options) the Optionholder Percentage of the Escrow Excess Amount, and the Surviving Company shall pay each such holder its Pro Rata Share in respect of the In-the-Money Options of the Escrow Excess Amount via the Surviving Company's payroll

system (or directly by the Surviving Company in respect of any In-the-Money Options held by an individual other than a current or former employee of any VH Company) on the second regularly scheduled payroll date of the Surviving Company following such payment. The Securityholders and the Representative shall not have any liability for any amounts due pursuant to Section 2.9 or this Section 2.10 except to the extent of the funds comprising the Escrow Amount.

(c) [redacted]

2.11 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary and to the extent available under Section 262 of the DGCL, any share of Common Stock that is issued and outstanding immediately prior to the Effective Time and that is held by a Stockholder who did not consent to or vote (by a valid and enforceable proxy or otherwise) in favor of the approval of this Agreement, which Stockholder complies with all of the provisions of the DGCL relevant to the exercise and perfection of dissenters' rights (such share being a "Dissenting Share," and such Stockholder being a "Dissenting Stockholder"), shall not be converted into the right to receive the consideration to which the holder of such share would be entitled pursuant to Section 2.2 but rather shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Share pursuant to Section 262 of the DGCL. If any Dissenting Stockholder fails to perfect such stockholder's dissenters' rights under the DGCL or effectively withdraws or otherwise loses such rights with respect to any Dissenting Shares, such Dissenting Shares shall thereupon automatically be converted into the right to receive the consideration referred to in Section 2.2, pursuant to the exchange procedures set forth in Section 2.4. Notwithstanding anything to the contrary contained in this Agreement, if the Merger is rescinded or abandoned, then the right of a Stockholder to be paid the fair value of such holder's Dissenting Shares pursuant to Section 262 of the DGCL shall cease. The Company shall give Parent (a) notice of any demand for payment of the fair value of any shares of Common Stock or any attempted withdrawal of any such demand for payment and any other instrument served pursuant to the DGCL and received by the Company relating to any Stockholder's dissenters' rights and (b) the opportunity to participate in all negotiations and proceedings with respect to any such demands for

payment under the DGCL. The Company shall not voluntarily make any payment with respect to any demand for appraisal with respect to any Dissenting Shares without the prior written consent of Parent (which consent shall not be unreasonably conditioned, withheld or delayed).

2.12 Escrow Account. At the Closing, the Parent shall deliver (a) if the Closing occurs on the first Business Day of a month, an amount equal to [redacted] or (b) if the Closing occurs on a day other than the first Business Day of a month, [redacted] (such amount, as applicable, the "Escrow Amount"), in either case, in immediately available funds into a separate escrow account (the "Escrow Account") to be established and maintained by the Escrow Agent pursuant to the terms and conditions of an escrow agreement substantially in the form of Exhibit F attached hereto, with changes as may be required by the Escrow Agent and reasonably acceptable to Parent and the Representative, to be entered into on the Closing Date by Parent, the Representative and the Escrow Agent (the "Escrow Agreement"). The amount contained in the Escrow Account shall serve solely as security for, and the sole and exclusive source of payment of, Parent's right to payment pursuant to Section 2.10(b), if any. All fees, costs and expenses of the Escrow Agent shall be paid by Parent in accordance with the terms and conditions of the Escrow Agreement.

2.13 Withholding. Each of the Surviving Company, the Paying Agent, the Representative and Parent shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of Tax Law; provided that at least five Business Days prior to the Closing, other than with respect to backup withholding or withholding of employment Taxes, the Company and Parent shall (a) notify the Representative and Securityholders of any anticipated withholding, (b) consult with the Representative and Securityholders in good faith to determine whether such deduction and withholding is required under applicable Tax Law, and (c) cooperate with the Representative and Securityholders in good faith to minimize the amount of any applicable withholding. If the Company, the Paying Agent, the Representative or Parent, as the case may be, so withholds amounts, such amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which the Surviving Company, the Paying Agent, the Representative or Parent, as the case may be, made such deduction and withholding.

ARTICLE III

CLOSING

3.1 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Willkie Farr & Gallagher LLP located at 787 Seventh Avenue, New York, New York 10019 at 10:00 a.m. local time (or such other place and time as the Parent and the Company may agree in writing), (a) on the third Business Day following full satisfaction or due waiver of all of the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions to be satisfied at the Closing itself, but subject to the satisfaction or waiver of such conditions at the Closing) (the "Condition Satisfaction"), or (b) if agreed to in writing by the Parties, on the date that is the first Business Day of the month immediately succeeding the month in which such conditions are satisfied or waived in accordance with this Agreement; provided, that, if the Condition Satisfaction occurs on the Outside Date, the Closing shall occur on the Outside Date, in each case, (i) unless another date is mutually agreed to in writing by the Parties

and (ii) subject to the continued satisfaction of all the conditions set forth in Section 7.1 and Section 7.2. The date and time of the Closing are referred to herein as the "Closing Date."

3.2 The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the Parties shall consummate the following transactions at the Closing:

(a) the Company and Merger Sub shall cause the Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware;

(b) in accordance with Section 2.4, Parent shall deliver, or cause to be delivered, the Closing Paying Agent Amount as set forth in the Estimated Closing Statement to the Paying Agent, by wire transfer of immediately available funds to the account(s) designated in writing by the Paying Agent;

(c) in accordance with Section 2.3, Parent shall deliver, or cause to be delivered, the aggregate Per Option Closing Merger Consideration set forth in the Estimated Closing Statement to the Company, for the benefit of the holders of In-the-Money Options by wire transfer of immediately available funds to the account designated in writing by the Company;

(d) in accordance with Section 2.5, Parent shall deliver, or cause to be delivered, to the Representative, the Representative Amount, by wire transfer of immediately available funds to the Representative;

(e) in accordance with Section 2.12, Parent shall deliver, or cause to be delivered, to the Escrow Agent the Escrow Amount, by wire transfer of immediately available funds to the Escrow Account;

(f) Parent shall repay, or cause to be repaid all amounts, or take such other action, on behalf of the VH Companies, necessary to discharge fully the then outstanding balance of all Company Indebtedness and such other outstanding obligations of the VH Companies under the Credit Facilities, by wire transfer of immediately available funds to the account(s) designated by the holders of such Company Indebtedness and such other outstanding obligations or take such other permitted action pursuant to the applicable Payoff Letter;

(g) the Company shall deliver to Parent (i) dated not earlier than 10 days prior to the Closing Date, a statement in accordance with Treasury Regulations sections 1.1445-2(c)(3) and 1.897-2(h) certifying that the Company is not, and has not been, a "United States real property holding corporation" for purposes of sections 897 and 1445 of the Code and (ii) the notification to the IRS described in Treasury Regulations section 1.897-2(h)(2) regarding delivery of the statement referred to in the preceding clause (i), signed by a responsible corporate officer of the Company;

(h) Parent, Merger Sub and the Company shall make such other deliveries as are required by Article VII hereof; and

(i) Parent shall pay, or cause to be paid, on behalf of the Company, the Company Transaction Expenses by wire transfer of immediately available funds as directed by the Representative.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Parent and Merger Sub as of the date hereof and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties expressly relate to another specific date (which representations and warranties shall be made as of such specific date), the representations and warranties hereafter set forth in this Article IV. Each item disclosed in the schedules to this Agreement (the "Disclosure Schedules") delivered by the Company shall constitute an exception to or qualification of the representations and warranties to which it makes reference and shall be deemed to be disclosed with respect to each Disclosure Schedule delivered by the Company to this Agreement and/or representation and warranty herein given to which it relates, without the necessity of repetitive disclosure or cross-reference, in each case, so long as the relevance of such item or information is readily apparent on its face. Disclosure of such items or information shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligations of the Company under this Agreement, and inclusion of information in the Disclosure Schedules shall not be construed as an admission that such information is material. Capitalized terms used and not otherwise defined in the Disclosure Schedules delivered by the Company shall have the meanings specified in this Agreement.

4.1 Organization and Good Standing.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. The Company is duly qualified or authorized to do business as a foreign corporation and is in good standing under the Laws of each jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so qualified, authorized or in good standing would not reasonably be expected to have a Material Adverse Effect.

(b) Each VH Company, other than the Company, is a corporation or limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation and has all requisite corporate or limited liability power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each VH Company, other than the Company, is duly qualified or authorized to do business as a foreign corporation or limited liability company and is in good standing under the Laws of each jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so qualified, authorized or in good standing would not reasonably be expected to have a Material Adverse Effect.

4.2 Authorization of Agreement. The Company has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by the Company in connection with the consummation of the transactions contemplated by this Agreement (the "Company Documents"), to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this

Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Company, and no other votes or approvals of any class or series of capital stock of the Company are necessary to authorize this Agreement or the Company Documents or the consummation of the transactions contemplated hereby and thereby, other than the Stockholder Consent. This Agreement has been, and each of the Company Documents will be at or prior to the Closing, duly and validly executed and delivered by the Company and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.3(a), the execution and delivery by the Company of this Agreement and the Company Documents, the performance by the Company of its obligations hereunder and thereunder, the consummation of the transactions contemplated hereby or thereby, or compliance by the Company with any of the provisions hereof or thereof, do not and will not contravene, conflict with or result in any breach, violation or termination of, or give rise to a termination, cancellation or acceleration of any obligation or loss of a benefit under, or default (with or without notice, lapse of time, or both) under, or give any third person the right to modify, cancel, terminate, suspend, revoke or accelerate, or give rise to the creation or imposition of any Lien upon any of the properties or assets of any VH Company under: (i) any provision of the certificate of incorporation and by-laws of the Company; (ii) any provision of any Material Contract to which any VH Company is a party or by which any of the properties or assets of any VH Company are bound; or (iii) any Law applicable to any VH Company or any of its properties or assets, other than, in the case of clause (ii), such conflicts, violations or defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) No Consent, Order or Permit of, or declaration or filing with, or notification to, any Governmental Body is required on the part of the Company in connection with the execution and delivery of this Agreement and the Company Documents, the performance of the Company of its obligations hereunder and thereunder, or the compliance by the VH Companies with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the Consents, Orders, Permits, declarations, filings and notifications listed on Schedule 4.3(b), and (iii) such Consents, Orders, Permits, declarations, filings and notifications that, if not obtained, or not filed, as applicable, would not, individually or in the aggregate, reasonably be expected to be material to the VH Companies.

4.4 Capitalization.

(a) The authorized and the issued and outstanding capital stock of the Company consists of the shares of capital stock set forth on Schedule 4.4(a), and no shares are held in the

treasury. The capital stock set forth on Schedule 4.4(a) represents all of the issued and outstanding capital stock of the Company. All of the capital stock set forth on Schedule 4.4(a) has been duly authorized and validly issued, and are fully paid and non-assessable. Except as set forth on Schedule 4.4(a), there are no other equity or debt securities of the Company authorized or issued and outstanding and there are no warrants, preemptive rights, rights of first refusal, options, calls, commitments, conversion privileges, or other agreements of any kind or character for the issuance of any capital stock of the Company, or any security convertible into, exercisable or exchangeable for capital stock of the Company or for the repurchase, redemption or other acquisition of any capital stock of the Company, nor was any capital stock issued in violation of any of the foregoing rights. Each direct and indirect Subsidiary of the Company is listed on Schedule 4.4(b), and the Company is the sole direct or indirect owner of each VH Company listed on Schedule 4.4(b). No VH Company is a party to any voting trust or other Contract with respect to the voting, redemption, sale, transfer or other disposition of the capital stock of such VH Company.

(b) The authorized and the issued and outstanding equity interests of each Company Subsidiary, consists of the shares of capital stock or membership interests set forth on Schedule 4.4(b), and no equity interests are held in the treasury. The equity interests set forth on Schedule 4.4(b) represents all of the issued and outstanding capital stock or membership interests of each Company Subsidiary. All of the capital stock set forth on Schedule 4.4(b) has been duly authorized and validly issued, and are fully paid and non-assessable. There are no other equity or debt securities of any Company Subsidiary authorized or issued and outstanding and there are no warrants, preemptive rights, rights of first refusal, options, calls, commitments, conversion privileges, or other agreements of any kind or character for the issuance of any equity interests of any Company Subsidiary or any security convertible into, or exercisable or exchangeable for equity interests of any Company Subsidiary or for the repurchase, redemption or other acquisition of any equity interests of any Company Subsidiary, nor was any capital stock issued in violation of any of the foregoing rights.

(c) Schedule 4.4(c) sets forth a true, correct and complete list, with respect to each Option, of: (i) the holder thereof; (ii) the exercise price; (iii) the number of shares of Common Stock subject to such Option as of the date hereof, which such number of shares represents the maximum number of shares of Common Stock that shall be subject to Options as of the Closing Date other than pursuant to the prior written consent of Parent; (iv) the grant date; (v) the extent to which such Option is vested (and the date on which additional portions thereof will become vested) as of the date hereof; (vi) whether vesting of any unvested portion of the Option will accelerate in connection with the transactions contemplated by this Agreement; and (vii) the expiration date. The Company has delivered to Parent accurate and complete copies of the Stock Plan, each form of agreement used thereunder, and each Contract pursuant to which an Option is outstanding. No Option is subject to Section 409A of the Code. The treatment of the Option described in Section 2.3 is permitted under the terms of the Stock Plan and all award agreements thereunder. No awards other than Options are outstanding under the Stock Plan. There are no options to purchase shares of Common Stock that were not issued under the Stock Plan. Since the Lookback Date, each grant of an Option under the Stock Plan was duly authorized by all necessary corporate action.

4.5 Financial Statements.

(a) The Company has made available to Parent true, correct and complete copies of Versant Health Holdco, Inc.'s unaudited consolidated balance sheet as of June 30, 2020 (the "Latest Balance Sheet" and such date, the "Latest Balance Sheet Date") and the related statement of operations for the 6-month period then ended and Versant Health Holdco, Inc.'s audited consolidated balance sheet and statement of operations and comprehensive loss, statements of stockholders' equity and statements of cash flows for the fiscal years ended December 31, 2019 ("Balance Sheet Date") and 2018, in each case, together with the notes thereto (collectively, the "Financial Statements"). The Financial Statements (i) were prepared from, and are consistent in all material respects with, the Books and Records that are part of the financial reporting system of the VH Companies, (ii) have been prepared in accordance with GAAP, consistently applied, and (iii) present fairly, in all material respects, the financial condition, results of operations, cash flows and changes in stockholders' equity of Versant Health Holdco, Inc. and its Subsidiaries as of the times and for the periods referred to therein, subject in the case of the unaudited financial statements to (A) the absence of footnote disclosures (that if presented, would not differ materially from those presented in the Company's audited financial statements) and other presentation items and (B) changes resulting from normal year-end adjustments.

(b) The Company has made available to Parent true, correct and complete copies of the SAP Subsidiaries' audited annual statements for the years ended December 31, 2019 and 2018 (the "Annual Statements") and the Quarterly Statements of the SAP Subsidiaries as of June 30, 2020 (the "Quarterly Statements", together with the Annual Statements and in each case, with the exhibits, interrogatories, schedules and any actuarial opinions, affirmations or certifications or other supporting documents thereto, the "Statutory Statements"), in each case as filed with the applicable Domiciliary Department of Insurance. The financial statements included within the Statutory Statements (i) were prepared from, and are consistent in all material respects with, the Books and Records that are part of the financial reporting system of the VH Companies, (ii) have been prepared in conformity with SAP applied on a consistent basis during the periods presented, and (iii) present fairly in all material respects the statutory financial position, assets, liabilities and capital and surplus of the relevant SAP Subsidiary at the respective dates thereof and the statutory results of operations and cash flows of the relevant SAP Subsidiary for the periods then ended, except that the Quarterly Statements have not been audited and are subject to normal year-end adjustments and omit footnotes and other presentation items. Except as set forth on Schedule 4.5(b), no material deficiency has been asserted with respect to any Statutory Statements by the respective Domiciliary Departments of Insurance that have not been cured or otherwise resolved to the reasonable satisfaction of the Governmental Body that noted such material deficiencies. Except as set forth on Schedule 4.5(b), no SAP Subsidiary utilized any permitted practices in the preparation of its Statutory Statements. As of the date hereof, except as set forth on Schedule 4.5(b), no Governmental Body has requested the refiling or amending of any Statutory Statement that has not been so refiled or amended as of the date hereof.

(c) Except as set forth on Schedule 4.5(c), each of the VH Companies maintains and complies in all material respects with a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of (A) the Statutory Statements (prepared in accordance with SAP) of each of the SAP Subsidiaries and to

maintain accountability for each of the SAP Subsidiaries' assets and (B) the Financial Statements (prepared in accordance with GAAP) of each of the VH Companies (other than the SAP Subsidiaries) and to maintain accountability for each of the VH Companies' (other than the SAP Subsidiaries) assets; (iii) access to the VH Companies' assets is permitted only in accordance with management's general or specific authorization; and (iv) the reporting of the VH Companies' assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences.

(d) None of the VH Companies is a party to, or has any commitment to become a party to, any off balance sheet partnership, joint venture or any similar agreement or understanding (including any agreement or understanding relating to any transaction or relationship between any of the VH Companies, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the 1934 Act)), where the result, purpose or intended effect of such agreement or understanding is to avoid disclosure of any material transaction involving, or material liabilities of, any of the VH Companies on such Company's financial statements.

(e) Except as set forth on Schedule 4.5(e), since the Lookback Date, no officer or director of any of the VH Companies, or to the Knowledge of the Company, auditor or accountant of the VH Companies, has received any material written complaint, allegation, assertion or claim regarding the accounting practices, procedures, methodologies or methods of the VH Companies or their internal accounting controls.

(f) The Books and Records have been maintained in accordance with sound business practices and in accordance with applicable Laws in all material respects. Except for the Books and Records set forth on Schedule 4.5(f), none of the Books and Records are in the control of any Securityholder.

4.6 No Undisclosed Liabilities. The VH Companies do not have any Liabilities of any nature, other than (i) Liabilities set forth on the face of the Latest Balance Sheet, (ii) Liabilities of the type set forth on the face of the Latest Balance Sheet which have arisen in the Ordinary Course of Business since the Latest Balance Sheet Date, (iii) Liabilities described on Schedule 4.6, (iv) Company Transaction Expenses that are otherwise included in the calculation of the Closing Merger Consideration or Final Merger Consideration as finally determined pursuant to Section 2.10, (v) executory obligations under any Contract to which any VH Company is a party (other than in respect of a breach of such Contract), and (vi) any other Liabilities which would not, individually or in the aggregate, reasonably be expected to be material to the VH Companies, taken as a whole.

4.7 Absence of Certain Developments. Except as contemplated by this Agreement or as set forth on Schedule 4.7, since the Balance Sheet Date: (a) as of the date hereof, the VH Companies have conducted their respective businesses only in the Ordinary Course of Business; (b) there has not been any event, change, occurrence or circumstance that has had a Material Adverse Effect; and (c) no VH Company has taken any action that would, after the date hereof, be prohibited (absent the consent of Parent) or omitted to take any action that would, after the date

hereof, be required, as the case may be (in each case, without regard to whether such act or failure to act might be taken with the consent of Parent), pursuant to Section 6.1.

4.8 Taxes. Except as set forth on Schedule 4.8:

(a) Each VH Company has timely filed all income Tax Returns and all other material non-income Tax Returns required to be filed by it (including any consolidated, combined, unitary, or other similar Tax Return that includes such VH Company), and such Tax Returns have been prepared in compliance with all applicable Laws and are true, correct and complete in all material respects. All income and other material Taxes (whether or not shown on any income Tax Return or other material non-income Tax Return) for which each VH Company may be liable have been timely paid, and any requests for extensions to file an income Tax Return or other material non-income Tax Return have been timely filed, granted and have not expired. The reserves on the Financial Statements or the Statutory Statements, as applicable, for Taxes payable by each VH Company are adequate to cover Tax liabilities as of the date of last day of the period covered by such Financial Statements or Statutory Statements, as applicable, and as of the Closing Date will be adequate to cover Tax liabilities accruing through the Closing, and since the end of the last period for which a VH Company has recorded items on the Financial Statements or the Statutory Statements, as applicable, no VH Company has incurred any Tax Liability, engaged in any transaction or taken any other action, other than in the Ordinary Course of Business. All material Taxes required to be withheld by each VH Company have been withheld and have been (or will be) duly and timely paid to the proper Taxing Authority. There are no Liens for Taxes upon any VH Company's assets, other than Permitted Liens. No Taxing Authority in a jurisdiction in which a VH Company has not filed a particular type of Tax Return or paid a particular type of Tax has asserted that such VH Company is required to file such Tax Return or pay such type of Tax in such jurisdiction.

(b) None of the Tax Returns filed by any VH Company or Taxes payable by any VH Company have been the subject of an audit, Action, examination, deficiency or assessment by any Taxing Authority since December 1, 2017 and, to the Knowledge of the Company, the two years immediately preceding December 1, 2017, and no such audit, Action, examination, deficiency or assessment is currently pending or, to the Knowledge of the Company, threatened. All deficiencies asserted or assessments made as a result of any examination of the Tax Returns filed by or on behalf of the VH Companies have been paid in full or otherwise finally resolved. None of the VH Companies has waived any statute of limitation with respect to any Tax or agreed to any extension of time with respect to a Tax assessment or deficiency that remains outstanding.

(c) There are no Tax rulings, requests for rulings, or closing agreements relating to Taxes for which a VH Company may be liable that could affect a VH Company's Liability for Taxes for any taxable period ending after the Closing Date.

(d) No VH Company has granted any Person any power of attorney that is currently in force with respect to any material Tax matter.

(e) No VH Company will be required to include or accelerate the recognition of any item in income, or exclude or defer any deduction or other tax benefit, in each case in any taxable period (or portion thereof) after the Closing, as a result of any change in method of

accounting, closing agreement, intercompany transaction, installment sale, the receipt of any prepaid amount, or election under section 108(i) of the Code, in each case prior to Closing, or as a result of any election under section 965(h) of the Code.

(f) No VH Company has any Liability for Taxes of another Person under Treasury Regulations section 1.1502-6 (or any similar provision of Law), under any agreement or arrangement, as a transferee or successor, or by Contract (except any Contract entered into in the Ordinary Course of Business which does not primarily relate to Taxes and commercial lending arrangements).

(g) No VH Company has participated in any "listed transaction" within the meaning of Treasury Regulations section 1.6011-4(b)(2).

(h) During the last three years, no VH Company has been a party to any transaction treated by the parties thereto as one to which section 355 of the Code (or any similar provision of Law) applied.

(i) Schedule 4.8(i) sets forth a true, correct and complete schedule of amounts the SAP Subsidiaries are required to include in income after the Closing Date under section 13523(e) of the Tax Cuts and Jobs Acts, Public Law No: 115-97.

(j) No VH Company has deferred the withholding, deposit or payment of any Taxes pursuant to the Presidential Memorandum on "Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster" dated August 8, 2020, Notice 2020-65, 2020-38 I.R.B. August 31, 2020, or any Law or guidance issued subsequent thereto.

(k) Nothing in this Section 4.8 or otherwise in this Agreement shall be construed as a representation or warranty with respect to any Tax positions that Parent and its Affiliates (including the VH Companies) may take in or in respect of a taxable period (or portion thereof) beginning after the Closing Date.

(l) The representations and warranties set forth in Section 4.5, Section 4.6, Section 4.7, this Section 4.8 and Section 4.11 are the VH Companies' sole and exclusive representations and warranties regarding Tax matters, and no other representation or warranty set forth herein shall be read or construed to address Tax matters.

4.9 Intellectual Property.

(a) Schedule 4.9 lists all Registered Intellectual Property as of the date hereof. Except as set forth on Schedule 4.9, all such Registered Intellectual Property is owned solely by one of the VH Companies. Schedule 4.9 sets forth a complete list of all Material Contracts under which any Intellectual Property has been developed, licensed, sold, assigned, or otherwise conveyed or provided to or from any VH Company (the "Licenses"), excluding any (x) non-exclusive licenses to Off-the-Shelf Software, (y) non-exclusive licenses granted to VH Companies' customers, reinsurers or administrators in the Ordinary Course of Business and (z) any non-exclusive trademark licenses granted to a VH Company for brand or labeling purposes that are incidental to any license to Intellectual Property. As of the date hereof, the Licenses are in full force and effect and no material default exists on the part of the VH Company party thereto or, to

the Knowledge of the Company, on the part of the other parties thereto. None of the VH Companies nor the conduct of the VH Companies' business infringes, violates, or misappropriates, and has not since the Lookback Date, infringed, violated, or misappropriated, the Intellectual Property of any third party, except where any such infringement, violation or missapropriation would not reasonably be expected to be material to the VH Companies (taken as a whole). There are no current or, to the Knowledge of the Company, threatened claims, and there have not been any such claims or threatened claims since the Lookback Date, by any third party that one of the VH Companies has infringed, violated, or misappropriated the Intellectual Property of such third party. To the Knowledge of the Company, no third party is infringing, violating, or misappropriating, and since the Lookback Date, no third party has infringed, violated, or misappropriated, any Intellectual Property owned by or exclusively licensed to any VH Company.

(b) All right, title and interest in and to the Company Owned IP is exclusively owned by the applicable VH Company. Each such VH Company takes commercially reasonable steps to maintain the confidentiality of its trade secrets and other material confidential information.

(c) All Persons who have participated in or contributed to the creation, modification or development of any material Intellectual Property for or on behalf of any of the VH Companies have executed and delivered to a VH Company a valid and enforceable agreement providing for the assignment (via a present grant of assignment) by such Person to respective VH Company of all right, title and interest in and to all Intellectual Property arising out or relating to such Person's work for or on behalf of the VH Companies unless, in each case, sole ownership of any such Intellectual Property automatically and immediately vests with any VH Company under applicable Law.

(d) The VH Companies have all necessary rights to use, reproduce, modify, create derivative works of, license, sublicense, distribute and otherwise exploit the Company Data, Personal Information, and Customer Data in connection with the operation of the business of the VH Companies as currently conducted, except, in each case, as would not reasonably be expected to materially interfere, individually or in the aggregate, with the operation of the business of the VH Companies.

(e) Immediately following the Closing, the VH Companies will be permitted to exercise all of their respective rights to all Intellectual Property used in or necessary for the operation of the business of the VH Companies to the same extent as if the transactions contemplated under this Agreement had not occurred and without being required to pay any additional amounts or consideration. No VH Company is party to any Contract that would on or after Closing obligate Parent or any of its Affiliates to license, covenant not to assert, or otherwise grant any Intellectual Property to any Person other than that which was licensed or granted immediately prior to Closing.

(f) The Company IT Systems are sufficient for the current needs of the business and operations of the VH Companies without material disruption. To the Knowledge of the Company, none of the Company IT Systems contain any technology, disabling codes or instructions, or other code or software routines or components that are designed or intended to delete, damage, destroy, disable, interfere with, perform unauthorized modifications to, or provide unauthorized access to any data, software, system, network, or other device.

4.10 Material Contracts.

(a) Schedule 4.10(a) lists each Contract falling into any of the following categories of Contracts, other than any Company Benefit Plan or Real Property Leases, to which a VH Company is a party or by which it is bound as of the date hereof:

(i) Contracts for the pending sale of any of the Assets of any VH Company other than in the Ordinary Course of Business, for consideration in excess of $1,000,000;

(ii) Contracts relating to Financial Indebtedness (whether incurred, assumed, guaranteed or secured by any asset) involving amounts in excess of $2,500,000;

(iii) Contracts or a series of related Contracts with any Person (other than the VH Companies), including any option agreement, relating to the acquisition or disposition of any business, all or a substantial portion of the stock or the assets of any other Person, or any material real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) Contracts or a series of related Contracts with the ten largest participating retail vision care providers based on claims expense for the fiscal year ended December 31, 2019 on a consolidated basis with respect to all VH Companies taken as a whole;

(v) Contracts or a series of related Contracts with any Person (other than the VH Companies or any participating retail vision care providers in the network of the VH Companies) for services or for the purchase, rental or use of real property or personal property, including equipment, vehicles, and other personal property or fixtures, in each case pursuant to which a VH Company has ongoing or future payment obligations of greater than $2,500,000 annually;

(vi) Contracts or a series of related Contracts with any Person (other than the VH Companies) reasonably anticipated to account for at least $10,000,000 in aggregate revenues for the fiscal year ended December 31, 2019;

(vii) any joint venture, partnership, limited liability company or other similar Contracts (including any Contract providing for joint research or development);

(viii) all Reinsurance Agreements;

(ix) Contracts relating to third-party administration, claims administration or other insurance policy administration agreements providing for material administration services under any Reinsurance Agreement;

(x) Contracts identified in clause (vi) above that (A) limit the freedom of the VH Companies to compete in any line of business or with any Person or in any area or that would so limit, in any material respect, the freedom of Parent or its Affiliates or the VH Companies after Closing, (B) contain exclusivity obligations or restrictions binding on the VH Companies or that would be binding on Parent or any of its Affiliates after the Closing, (C) contain restrictions on the ability of the VH Companies to solicit holders or owners of insurance Contracts for the purchase, renewal, lapse or surrender of such insurance Contracts, (D) provide for a "most favored

nation" pricing status for any party thereto or (E) contain provisions for the sharing of any revenue, profits, cost-savings, losses or Liabilities with any other Person (excluding any rights or obligations with respect to indemnification);

(xi) Contracts with any Person acting on behalf of an insured or another broker or Producer to obtain an insurance policy in respect of, and material to, the business of any VH Company, in each case, in the possession of and immediately accessible to the VH Companies;

(xii) Contracts between any VH Company, on the one hand, and (A) any director or officer of a VH Company; (B) any stockholder holding more than 9.9% of the outstanding Common Stock of the Company; or (C) any Affiliate of any such director, officer or stockholder of the Company (other than the VH Companies), on the other hand, other than any Contracts that will not survive the Closing and for which the Company will have no Liability following Closing;

(xiii) Contracts relating to material Intellectual Property, excluding off-the-shelf, non-exclusive software licenses with annual fees less than $1,000,000;

(xiv) Contracts providing for the settlement of any Action that result in the payment of $3,500,000 in excess of the amount reserved therefor on the balance sheet of the VH Companies or covered by insurance, in any case excluding the settlement of claims under Insurance Contracts in the Ordinary Course of Business within policy limits;

(xv) Contracts with any applicable Governmental Body (including Domiciliary Departments of Insurance);

(xvi) Contracts under which any VH Company has committed to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person (other than any other VH Company), other than an investment in an amount less than $2,500,000;

(xvii) capital maintenance or similar Contracts pursuant to which (A) any Person (other than a VH Company) has agreed to contribute capital or surplus to any VH Company; or (B) any VH Company has agreed to contribute capital or surplus to any Person (other than to any other VH Company);

(xviii) any guarantees (including the IPA Guarantees), keepwells, letters of credit, indemnity or contribution agreements, support agreements, insurance surety bonds or other similar agreements (excluding Insurance Contracts) made in respect of the obligations of, or for the benefit of any obligee of, any VH Company by any Securityholder or any Affiliate thereof (other than the VH Companies), and any other Contract (including any "take-or-pay" or keepwell agreement) under which (A) any Person (other than a VH Company) has directly or indirectly guaranteed any Liabilities or obligations of any VH Company or (B) any VH Company has directly or indirectly guaranteed any Liabilities or obligations of any other Person (other than a VH Company);

(xix) Contracts relating to any interest rate, derivatives or hedging transaction;

(xx) Collective Bargaining Agreements or other similar Contracts with any labor organization, union or association;

(xxi) employment, consulting, retention, change in control, severance and similar agreements with employees or consultants of the Company receiving more than $200,000 per year in compensation; and

(xxii) any commitment to enter into any Contract of the type described in the foregoing clauses of this Section 4.10(a).

(b) Except as set forth on Schedule 4.10(b), each Contract disclosed or required to be disclosed in the Disclosure Schedules pursuant to Section 4.10(a) (collectively, together with the Licenses, the "Material Contracts") is a legal, valid and binding obligation of the relevant VH Company and, to the Knowledge of the Company, of each other party thereto, enforceable in accordance with its terms. Neither any such VH Company nor, to the Knowledge of the Company, any other party is in material violation or default of any term (including any service level standard or confidentiality provisions) of any such Material Contract, and no condition or event exists which with the giving of notice or the passage of time, or both would constitute a material violation or default by any such VH Company or, to the Knowledge of the Company, any other party thereto or permit the termination, modification, cancellation or acceleration of performance of the obligations of any such VH Company or, to the Knowledge of the Company, any other party to the Material Contract, or material changes of or to any right or obligation or the loss of any benefit thereunder. The Company has made available to Parent true, correct and complete: (i) copies of each written Material Contract; (ii) copies of all amendments, modifications, assignments and extensions related thereto, in each case, in writing and material, in effect as of the date hereof; and (iii) descriptions of the material terms and conditions of each oral Contract that, if reduced to writing, would be a Material Contract.

(c) All material benefits payable to each SAP Subsidiary and all material amounts owing by each SAP Subsidiary in respect of the Reinsurance Agreements are accounted for on the Statutory Statements in accordance with SAP. During the last two years, each SAP Subsidiary has complied in all material respects with all of its obligations under the Reinsurance Agreements. To the Knowledge of the Company, each Reinsurance Agreement complies in all material respects with all applicable regulatory requirements, including all filing requirements.

4.11 Employee Benefits Plans.

(a) Schedule 4.11(a) contains a true, correct and complete list, as of the date hereof, of each material Company Benefit Plan. For these purposes, "Company Benefit Plan" means any employee benefit or compensation plan, program, policy, practice, agreement or arrangement, including any retirement, employment, consulting, compensation, incentive, bonus, profit sharing, pension, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare or fringe-benefit agreement, plan, policy and program, in any case, (i) covering one or more Company Employees or the beneficiaries or dependents of any such Persons, (ii) that is maintained, sponsored by or contributed to by any VH Company, or (iii) with respect to which any VH Company is a party or has any Liabilities. The Company has made available to Parent true, correct and complete copies of (A) each Company

Benefit Plan (or, in the case of any such Company Benefit Plan that is unwritten, descriptions of the material terms thereof) and all related trusts, insurance Contracts or other funding vehicles, (B) the most recent annual reports on Form 5500 required to be filed with the IRS or Department of Labor with respect to each Company Benefit Plan (if any such report was required), (C) the most recent summary plan description for each Company Benefit Plan for which a summary plan description is required and all summaries of material modifications thereto, (D) the most recent determination, opinion or advisory letter from the IRS with respect to each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code, and (E) all correspondence with any Governmental Body related to any Company Benefit Plan since the Lookback Date.

(b) Each Company Benefit Plan is and has been since the Lookback Date, administered in all material respects in accordance with its terms and the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Code and all other applicable Laws. Each VH Company has complied in all material respects with its respective obligations under the Company Benefit Plans, including with respect to all contributions required thereunder. No fiduciary (within the meaning of Section 3(21) of ERISA) of any Company Benefit Plan subject to Part 4 of Subtitle B of Title I of ERISA has committed a breach of fiduciary duty with respect to that Company Benefit Plan that could reasonably be expected to subject any VH Company to any Liability (including Liability on account of an indemnification obligation). No VH Company has incurred any excise Taxes under Chapter 43 of the Code with respect to any Company Benefit Plan and nothing has occurred that could reasonably be expected to subject any VH Company to any such Taxes (or related Liability, including on account of an indemnification obligation). There is no pending or, to the Knowledge of the Company, threatened Action, claim (other than routine claims for benefits), audit, or examination relating to any Company Benefit Plan (other than routine claims for benefits).

(c) Each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a currently effective favorable determination letter from the IRS or can rely on an opinion letter from the IRS to the prototype plan sponsor, to the effect that such Company Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code and no event has occurred that would reasonably be expected to cause the revocation of such determination letter from the IRS or the unavailability of reliance on such opinion letter from the IRS.

(d) No Company Benefit Plan is, and no VH Company or ERISA Affiliate sponsors, maintains, contributes to, is required to contribute to, or otherwise has any Liability with respect to a plan that is (i) subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA, or (ii) a "multiemployer plan" within the meaning of Section 3(37) of ERISA. No VH Company or ERISA Affiliate has any Liabilities on account of a violation of Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code or any similar Law. No Company Benefit Plan is, and no VH Company has any Liabilities with respect to, a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(e) Except as set forth on Schedule 4.11(e)(i), neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement will

(whether alone or together with any other event or events) (i) entitle any current or former officer, director, employee or other service provider of any VH Company to any increase in any compensation or benefits, including under any Company Benefit Plan, (ii) accelerate the time at which any compensation, benefits or award may become payable, vested or required to be funded under any Company Benefit Plan or otherwise in respect of any current or former officer, director, employee or other service provider of any VH Company, (iii) entitle any current or former officer, director, employee or other service provider of any VH Company to any compensation or benefits, or (iv) limit the ability to terminate or amend any Company Benefit Plan. Except as set forth on Schedule 4.11(e)(ii), neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement (whether alone or together with any other event or events) will result in any individual receiving, or having had received, an "excess parachute payment" within the meaning of Section 280G of the Code. No VH Company has an obligation to provide a "gross-up" or similar payment in respect of any Taxes under Section 4999 or Section 409A of the Code.

(f) Each VH Company has complied and is in compliance in all material respects with the requirements of the Patient Protection and Affordable Care Act, including the Health Care and Education Reconciliation Act of 2010 and including any guidance issued thereunder ("PPACA"). No VH Company has incurred or is reasonably expected to incur or be subject to any Tax, penalty, or other Liability that would be imposed under PPACA, including pursuant to 4980D or 4980H of the Code.

4.12 Labor; Company Employees. With respect to the Company Employees:

(a) Except as set forth on Schedule 4.12(a), the VH Companies are not party to or bound by any labor or collective bargaining agreement with a labor organization representing any of the Company Employees ("Collective Bargaining Agreements").

(b) There are no (i) strikes, work stoppages, work slowdowns or lockouts existing or, to the Knowledge of the Company, threatened in writing against or involving the Company Employees, (ii) unfair labor practice charges, grievances or complaints pending or, to the Knowledge of the Company, threatened in writing by or on behalf of any Company Employee or group of Company Employees, except, in each case, as would not reasonably be expected to have a Material Adverse Effect, (iii) to the Knowledge of the Company, pending written demands for recognition or any other written requests or demands from a labor organization or other representative for representative status with respect to persons employed by any VH Company, or (iv) to the Knowledge of the Company, efforts currently being made by, or on behalf of, any labor organization or other representative to organize any employees of any VH Company who are not already covered by a Collective Bargaining Agreement, and there has been no such effort since the Lookback Date.

(c) No VH Company has any employees other than the employees listed in Schedule 4.12(c), which list includes each such employee's name, employment hire date, employing VH Company, hourly rate of pay or annualized base salary (as applicable), all incentives and other compensation (including bonuses or commission payments) for which he or she is eligible, benefits, current job title or position, status as exempt or non-exempt under the Fair

Labor Standards Act (as amended) and applicable state or local wage and hour laws, details of any visa or work permit, and leave status (including type of leave and expected duration).

(d) Except as set forth on Schedule 4.12(d), each VH Company is, and has been since the Lookback Date, in material compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, and the employment of labor.

(e) Except as set forth on Schedule 4.12(e), the VH Companies have not since the Lookback Date, taken any action that would constitute a "Mass Layoff" or "Plant Closing" within the meaning of the Worker Adjustment Retraining and Notification ("WARN") Act or would otherwise trigger notice requirements or material Liability under any state or local plant closing notice law.

(f) Except as set forth on Schedule 4.12(f), there are no pending or, to the Knowledge of the Company, threatened lawsuits, administrative charges, proceedings or legal claims by any current or former employee of any VH Company, or any current or former independent contractor of any VH Company, brought by or before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Labor, or any other Governmental Body with respect to his or her employment or contractor relationship, compensation, terms of employment, termination of employment, employee benefits, or any other employment-related issue.

(g) Except as set forth on Schedule 4.12(g), to the Knowledge of the Company, as of the date hereof no current executive employee has given notice of termination of employment or otherwise disclosed plans to terminate employment with any VH Company within the 12 month period following the date hereof.

4.13 Litigation. Except as set forth on Schedule 4.13, there are no Actions pending or, to the Knowledge of the Company, threatened against or affecting any VH Company before any Governmental Body (other than claims under the terms of Insurance Contracts that are within applicable policy limits and were incurred in the Ordinary Course of Business), and there are no settlement Contracts or similar written agreements with any Governmental Body and no outstanding Orders issued by any Governmental Body against or affecting any VH Company that, in each case, would be material to the VH Companies (taken as a whole). To the Knowledge of the Company, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Actions that, in any case, would be material to the VH Companies (taken as a whole).

4.14 Compliance with Laws; Permits; Insurance Matters.

(a) Except as set forth in Schedule 4.14(a), each of the VH Companies is, and since the Lookback Date, has been in compliance in all material respects with all Laws, including all Federal Health Care Program requirements, applicable to the VH Companies. Since the Lookback Date, no VH Company has received any written notice of or been charged with the violation of, or non-compliance with, any Laws, including any Federal Health Care Program requirements applicable to its businesses or operations that would be material to any VH Company. Except as required by insurance Laws of general applicability and the Insurance

Licenses maintained by the VH Companies, no VH Company is a party to, or bound by, (i) any written Order or agreement with any Governmental Body, in each case, applicable to it or its assets, properties or businesses, nor (ii) is any VH Company a recipient of any extraordinary supervisory letter from, nor (iii) has such VH Company adopted any policies, procedures or board resolutions at the request of, any Governmental Body that restricts materially the conduct of its business, or, solely in respect of the foregoing subclauses (i) and (ii), in any manner relates to its capital or reserve adequacy, credit or risk management policies, underwriting practices or policies or management, nor has any VH Company been advised by any Governmental Body in writing that it is contemplating any such agreement or Order, in each case, that would be material to the VH Companies (taken as a whole).

(b) Except as set forth in Schedule 4.14(b), each of the VH Companies owns, holds or possesses all Permits and Insurance Licenses that are required to entitle it to own or lease, operate and use its assets or properties and to carry on and conduct its businesses or operations in each of the jurisdictions in which such VH Company conducts its business as presently conducted and as expected to be conducted immediately prior to the Closing, except where the absence of which would not reasonably be expected to be material to the VH Companies (taken as a whole). Schedule 4.14(b) sets forth a true, correct and complete list of all jurisdictions in which any VH Company is domiciled, licensed or authorized to transact business (including authorization to transact insurance business or act as an accredited reinsurer) and true, correct and complete copies of all material Permits and material Insurance Licenses that are required for the operation of the business of the VH Companies as presently conducted. Except as set forth on Schedule 4.14(b), as of the date hereof, the material Insurance Licenses are valid and in full force and effect and the material Permits are valid and in full force and effect in all material respects, and no VH Company is in default under or violation of any Permit or Insurance License, and no event has occurred that, with notice or the lapse of time or both, would reasonably be expected to result in the revocation, suspension, non-renewal, lapse, impairment or limitation of any Permit or Insurance License, except where any such default, violation, revocation, suspension, non-renewal, lapse, impairment or limitation would not reasonably be expected, individually or in the aggregate, to be material to the VH Companies (taken as a whole). None of the VH Companies is the subject of any Action seeking the revocation, suspension, non-renewal, impairment or limitation of any Permit or Insurance License, nor, to the Knowledge of Company, is any such Action threatened, except where any such non-compliance, revocation, suspension, non-renewal, impairment or limitation would not be material to the VH Companies (taken as a whole).

(c) Without limiting any of the foregoing: (i) since the Lookback Date, no VH Company has, directly or indirectly, made any contribution or paid or delivered, or committed itself to pay or deliver, any bribe, payoff, influence payment or kickback, whether in money, property or services to government officials or others or established or maintained any unlawful or unrecorded funds in violation of the Foreign Corrupt Practices Act of 1977, as amended; (ii) the VH Companies are, and since the Lookback Date, have been, in compliance with all applicable Sanctions Laws and restrictions; (iii) the VH Companies are, and since the Lookback Date, have been, in compliance with all Anti-Money Laundering Laws, and applicable Laws relating to currency transfers or other regulations concerning the transfer of monetary instruments; and (iv) the VH Companies maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance in all material respects with the foregoing Laws.

(d) Since the Lookback Date, no SAP Subsidiary (i) is or has been a "commercially domiciled insurer" under the Laws of any jurisdiction or is or has been otherwise treated as licensed in a jurisdiction other than the jurisdictions in which it holds an Insurance License; or (ii) is subject to any assessments or similar charges arising on account of or in connection with its participation, whether voluntary or involuntary, in any guarantee association or comparable entity established or governed by any state or other jurisdiction, other than: (x) any such assessments or charges for which appropriate accruals have been made or appropriate reserves have been established on the Statutory Statements or (y) any such assessments or charges would not be material to the VH Companies (taken as a whole).

(e) Since the Lookback Date, the Insurance Contracts: (i) that are in force or have been in force have been marketed, sold, issued, renewed, reinsured, assumed, maintained and administered in compliance, in all material respects, with applicable Law (including in respect of any consent orders resulting from market conduct or other examinations or audits by the applicable Domiciliary Department of Insurance) and (ii) that are in force, to the extent required under applicable Law, are on forms and use rates approved where required by the applicable Domiciliary Department of Insurance or have been filed where required and not objected to (or such objection has been withdrawn or resolved) by such Domiciliary Department of Insurance within the period provided for objection, except, in the case of this clause (ii), as would not reasonably be excepted to have a Material Adverse Effect.

(f) To the Knowledge of the Company, each Producer who has solicited, negotiated, placed, sold, produced or marketed any of the currently in-force Insurance Contracts for any of the SAP Subsidiaries, if required by applicable insurance Law, was in all material respects, duly and appropriately appointed by, or on behalf of, the applicable SAP Subsidiary and in all material respects was duly and appropriately licensed as required by applicable insurance Law (for the type of business solicited, negotiated, placed, sold, produced or marketed on behalf of the applicable SAP Subsidiary) at the time that, and in the jurisdiction where, such in-force Insurance Contract was solicited, negotiated, placed, sold, produced or marketed, except for such failures to be so licensed or appointed which have been cured or which have been resolved to the satisfaction of the Governmental Body that noted such failures.

(g) To the Knowledge of the VH Companies, no VH Company has received written notice from the New York Department of Financial Services or any applicable client that any such VH Company's guarantees of performance ("IPA Guarantees") in place to meet the obligations of such VH Companies arising under any financial risk transfer agreements, as defined under New York Regulation 164, 11 N.Y.C.R.R. sections 101.1–101.10 do not satisfy the liquid assets and net worth requirements of 11 N.Y.C.R.R. section 101.5(c).

(h) Since the Lookback Date, except as set forth on Schedule 4.14(h), each VH Company has filed all material reports, statements, registrations or filings required to be filed by it with any Governmental Body (including each applicable Domiciliary Department of Insurance) (the "Regulatory Filings") and all Regulatory Filings were in compliance in all material respects with applicable Law when filed or as amended or supplemented. The Company has provided to Parent true, correct and complete copies of: (i) reports of all audits and examinations, including all financial, market conduct and similar examinations of any VH Company (or the most recent drafts to the extent any final reports are not available), performed with respect to such VH

Company by any applicable Governmental Body (including each applicable Domiciliary Department of Insurance) since the Lookback Date; and (ii) all material reports and registrations, including registrations as a member of an insurance holding company system and any supplements or amendments thereto filed since the Lookback Date, by any VH Company with applicable Governmental Bodies (including each applicable Domiciliary Department of Insurance). No VH Company is subject to any pending financial, market conduct or other similar examination by any applicable Governmental Body (including each applicable Domiciliary Department of Insurance) that would be material to the VH Companies (taken as a whole).

4.15 Environmental Matters. The representations and warranties set forth in this Section 4.15, Section 4.3, Section 4.5, Section 4.10, Section 4.14(b) and Section 4.19 are the sole and exclusive representations and warranties hereunder pertaining or relating to any environmental, health or safety (with regard to exposure to Hazardous Materials) matters, including any arising under any Environmental Laws, and no other representation or warranty set forth herein shall be read or construed as to address environmental, health or safety (with regard to exposure to Hazardous Materials) matters:

(a) the VH Companies, their operations and business and their occupation and use of the Leased Real Property are, and have been since the Lookback Date, in compliance in all material respects with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Permits required under applicable Environmental Laws ("Environmental Permits") necessary for the operations or the business of the VH Companies or the occupation or use of the Leased Real Property;

(b) none of the VH Companies are the subject of any outstanding Order of any Governmental Body or settlement with any other Person respecting (i) Environmental Laws, (ii) Remedial Action or (iii) any Release or threatened Release of a Hazardous Material;

(c) none of the VH Companies has received written notice from any Governmental Body or other Person regarding any actual or alleged violation of or Liability under Environmental Law which remains unresolved;

(d) the VH Companies are not subject to any pending or, to the Knowledge of the Company, threatened Action alleging that the VH Companies may be in violation of any Environmental Law or any Environmental Permit or may have any Liability under any Environmental Law;

(e) to the Knowledge of the Company, there are no pending or threatened investigations of any VH Company or the operations or business of any VH Company, or any currently or formerly owned or leased property of any VH Company, under Environmental Laws, which would reasonably be expected to result in a VH Company incurring any material Liability pursuant to any Environmental Law;

(f) no facts or circumstances exist that would reasonably be expected to result in a Material Adverse Effect on any of the VH Companies in connection with any Environmental Law or Hazardous Materials; and

(g) all material environmental reports or studies about the VH Companies prepared within five years of the date of this Agreement, and that are in the possession of the VH Companies, have been provided to Parent.

4.16 Real Property.

(a) None of the VH Companies own any parcel of real property. None of the VH Companies are obligated or bound by any options, obligations or rights of first refusal or contractual rights to sell, lease or acquire any real property.

(b) Schedule 4.16(b) includes a true, correct and complete list of all the real estate leased, subleased, licensed or occupied by any VH Company (collectively, the "Leased Real Property"), all of which is held under real property leases, subleases, licenses and occupancy agreements (collectively, the "Real Property Leases"). Schedule 4.16(b) includes a true, correct and complete list of all of the Real Property Leases. True, correct and complete copies of the Real Property Leases and any amendments, extensions, and to the Knowledge of the Company, estoppels and subordination, nondisturbance and attornment agreements with respect to such Real Property Lease have been made available to Parent. The buildings, plants, facilities, installations, fixtures and other structures or improvements included as part of, or located on or at, the Leased Real Property and the VH Companies' activities on the Leased Real Property: (i) are not in material violation of, or in material conflict with, any applicable Permits or Laws including building and zoning regulations or ordinances; and (ii) are in good operating condition and repair.

(c) All of the Real Property Leases are valid and binding obligations of the parties thereto are in full force and effect, and enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by limitations on the availability of equitable remedies and by equitable principles. No VH Company has received written notice of any default under any Real Property Lease. No VH Company is in default under any Real Property Lease and, to the Knowledge of the Company: (i) no other party to any Real Property Lease is in default thereunder; (ii) no party to any Real Property Lease has repudiated any provision thereof; and (iii) there do not exist any state of facts which, upon notice or lapse of time, or both, would constitute a default or permit termination, modification, or acceleration under any Real Property Lease, in each case except as would not be material to the VH Companies (taken as a whole). The VH Companies have valid leasehold interests in all of the Leased Real Property, free and clear of all Liens, other than Permitted Liens. No VH Company has assigned, transferred or pledged any interest in the Real Property Leases. To the Knowledge of the Company, neither the whole nor any part of the Leased Real Property is subject to any pending suit for condemnation or other taking by any Governmental Body, and no such condemnation or other taking is threatened or contemplated. There are no leases, subleases, licenses, or other agreements granting to any Person the right of use or occupancy of any portion of the Leased Real Property (except under the Real Property Leases) other than Permitted Liens.

4.17 Financial Advisors. Except for Barclays and Centerview Partners, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the VH Companies in connection with the transactions contemplated by this Agreement and no Person is entitled to any

fee or commission or like payment from Parent or any of its Affiliates (including, after the Closing, the VH Companies) in respect thereof.

4.18 Banks. Schedule 4.18 lists the names and locations of all banks in which any VH Company has accounts with average balances as of the date hereof in excess of $300,000 or safe deposit boxes and the names of all persons authorized to draw thereon or to have access thereto.

4.19 Insurance. Schedule 4.19 set forth a true, correct and complete list of all insurance policies for the current policy year held by, or maintained on behalf of, any VH Company, for the benefit of the VH Companies' businesses or any of their officers, directors, employees or operations, indicating for each policy the carrier, the insured, the type of insurance, the amounts of coverage and the expiration date (the "Policies"). All of the Policies are valid and binding obligations of the parties thereto and are in full force and effect (and all premiums due and payable thereon have been paid in full on a timely basis). Except as set forth on Schedule 4.19, no VH Company is in material default under any provision of any of the Policies. The VH Companies have not received any written notice of a cancellation, termination or revocation or that the carrier of any Policy is not willing or able to perform its obligations thereunder with respect to any of the Policies. Except as set forth on Schedule 4.19, there are no claims by any VH Company under any of the Policies (a) for amounts in excess of $250,000 or (b) pending under any such Policy as to which coverage has been denied by the carrier or that, after reviewing the information provided with respect to such claim, the carrier has advised such VH Company it intends to deny.

4.20 Privacy and Data Security.

(a) Except as set forth on Schedule 4.20(a), the VH Companies are and since the Lookback Date, have been in compliance in all material respects with Data Protection Requirements. The consummation of the transactions contemplated by this Agreement will not result in any material violation of any Data Protection Requirement.

(b) To the Knowledge of the Company, the VH Companies meet in all material respects the rules regarding the security of electronic Protected Health Information (otherwise known as the HIPAA Security Rule) applicable to its respective businesses and operations. The VH Companies maintain in all material respects: (i) administrative, technical, and physical safeguards reasonably designed to safeguard in all material respects the security, confidentiality, availability and integrity of Personal Information; and (ii) records reflecting applicable security program documents, including an information security policy, disaster recovery and business continuity plan, incident response policy, encryption standards and other computer security protection policies and procedures. The VH Companies require third parties that process Personal Information on behalf of the VH Companies to comply in all material respects with applicable Data Protection Requirements with respect to such Personal Information.

(c) Since the Lookback Date, the Company has not received any written notice from a Governmental Body that a claim has been filed, investigation has been initiated or Action is pending against the Company by such Governmental Body concerning an alleged violation of the Privacy Laws that, in each case, would be material to the VH Companies (taken as a whole) and, to the Knowledge of the Company, no such claim, investigation or Action by a Governmental

Body has been threatened concerning an alleged violation of the Privacy Laws that, in each case, would be material to the VH Companies (taken as a whole).

(d) To the Knowledge of the Company, neither the Company nor any third party processing Personal Information on behalf of the Company has experienced any failures, crashes, security breaches, unauthorized access, use, acquisition, or disclosure, or other adverse events or incidents related to Personal Information or its information technology systems that would require notification of individuals, law enforcement, or any Governmental Body, any remedial action under any applicable Data Protection Requirement or that have caused any substantial disruption of or interruption in the use of the Company's software, equipment or systems, except for any such failure, crash, security breach, unauthorized access, use, acquisition, disclosure or other adverse event or incident that would not be material to the VH Companies (taken as a whole). To the Knowledge of the Company, there are no pending or expected complaints, actions, fines, or other penalties facing the Company in connection with any such failures, crashes, security breaches, unauthorized access, use, or disclosure, or other adverse events or incidents, in each case, that would be material to the VH Companies (taken as a whole).

4.21 Transactions with Affiliates, Officers and Directors. Except as set forth in Schedule 4.21 or with respect to any amounts to be repaid or Contracts to be terminated at Closing, no VH Company has any Liabilities for indebtedness for borrowed money owing to any Affiliate, director or officer (except for amounts due as normal salaries, wages, benefits or reimbursements of ordinary business expenses). Except with respect to any amounts to be repaid at Closing, no Affiliate, director or officer of any VH Company now has, or on the Closing Date will have, any Liability for any indebtedness for borrowed money owing to any other VH Company except for ordinary business expense advances. Except as set forth in Schedule 4.21, none of (a) the Affiliates, officers or directors of any VH Company, (b) the persons that own 5% or more of the equity interests of the Company or (c) the immediate family members or Affiliates or associates of any Person described in the foregoing clauses (a) and (b) is a party to or beneficiary of any Contract with or binding upon any VH Company that will survive Closing, has an interest in any material property owned or used by any VH Company, or has engaged in any transaction in connection with the foregoing within the last 12 months.

4.22 Reserves. Except as set forth on Schedule 4.22, the Reserves recorded in the Statutory Statements, as of the dates of such Statutory Statements, (a) were determined in all material respects in accordance with generally accepted actuarial standards in the United States, as in effect at the time of determination, applied on a consistent basis for the periods presented and (b) complied in all material respects with the requirements of applicable Law and were computed on the basis of methodologies consistent in all material respects with those used in computing the corresponding Reserves in the prior fiscal years, except as otherwise noted in the financial statements and notes thereto included in such Statutory Statements.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby represent and warrant to the Company as of the date hereof and as of the Closing Date as though made on the Closing Date, except to the extent such

representations and warranties expressly relate to another specific date (which representations and warranties shall be made as of such specific date), the representations and warranties hereafter set forth in this Article V. Each item disclosed in the Disclosure Schedules delivered by Parent and Merger Sub shall constitute an exception to or qualification of the representations and warranties to which it makes reference and shall be deemed to be disclosed with respect to each Disclosure Schedule delivered by Parent and Merger Sub to this Agreement and/or representation and warranty herein given to which it relates, without the necessity of repetitive disclosure or cross-reference, in each case, so long as the relevance of such item or information is readily apparent on its face. Disclosure of such items or information shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligations of Parent and Merger Sub under this Agreement, and inclusion of information in the Disclosure Schedules shall not be construed as an admission that such information is material. Capitalized terms used and not otherwise defined in any Disclosure Schedule delivered by Parent and Merger Sub shall have the meanings specified in this Agreement.

5.1 Organization and Good Standing. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. There is no pending, or to the Knowledge of Parent, threatened, action for the dissolution, liquidation or insolvency of either Parent or Merger Sub.

5.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by Parent and Merger Sub and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and no other proceedings on their part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming that this Agreement is a valid and binding obligation of the Company and the Representative, this Agreement constitutes a valid and binding obligation of Parent and Merger Sub, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties.

(a) Subject to (i) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, (ii) compliance with and filings under the HSR Act and any other applicable Antitrust Law and (iii) the Consents, Orders, Permits, declarations, filings and notifications listed on Schedule 5.3(b), neither Parent nor Merger Sub is subject to or obligated under its certificate or articles of incorporation, its bylaws (or similar organizational documents), any applicable Law, or any material Contract, or any Permit, or subject to any Order, which would be breached or violated in any material respect by Parent's or Merger Sub's execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

(b) No Consent, Order or Permit of, or declaration or filing with, or notification to, any Governmental Body is required on the part of Parent in connection with the execution and delivery of this Agreement or the compliance by Parent with any of the provisions hereof or thereof or the consummation of the transactions contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the Consents, Orders, Permits, declarations, filings and notifications listed on Schedule 5.3(b), and (iii) such Consents, Orders, Permits, declarations, filings and notifications that, if not obtained, or not filed, as applicable, would not reasonably be expected to have a material and adverse effect on Parent's or Merger Sub's ability to consummate the transactions contemplated hereby.

5.4 Investment Intention. Parent is acquiring the VH Companies pursuant to the Merger for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act")) of the VH Companies' capital securities. Parent understands that the shares of Common Stock have not been registered under the Securities Act and cannot be sold under the Securities Act unless subsequently registered under the Securities Act or an exemption from such registration is available. Parent has such knowledge and experience in financial and business matters and investments in general that make it capable of evaluating the merits and risks of this Agreement. Parent is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

5.5 Financial Advisors. Except for CapM LLC, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Parent or Merger Sub in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof from the Company.

5.6 Parent Financial Resources.

(a) Parent has, and will have available on the Closing Date, sufficient immediately available funds, in cash, to make payment of all amounts to be paid by it hereunder on the Closing Date.

(b) It is acknowledged and agreed by Parent that the obligations of Parent and Merger Sub under this Agreement are not subject to any conditions regarding Parent's, Merger Sub's, or their respective Affiliates' ability to obtain any financing for the consummation of the transactions contemplated hereby.

5.7 Regulatory. Parent and its Affiliates are, and for the past two years have been, in compliance with all Anti-Money Laundering and Sanctions Laws with respect to its business. Parent (a) has not been found in violation of, charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act, or any other Law governing such activities (collectively, "Anti-Money Laundering Laws"), or any Sanctions, (b) to the Knowledge of Parent, is not under investigation by any Governmental Body for possible violation of Anti-Money Laundering Laws or Sanctions, (c) has not been assessed civil penalties under any Anti-Money Laundering Laws or any Sanctions, (d) has not had any of its funds seized or forfeited in an Action under any Anti-

Money Laundering Laws and (e) has not filed any voluntary disclosures with any Governmental Body regarding possible violations of Sanctions, in each case, with respect to the VH Companies.

5.8 Informed Decision. Parent (a) has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning the respective businesses of the VH Companies, and (b) to the Knowledge of Parent, has been furnished with or given access to such documents and information about the VH Companies and their respective businesses and operations as it and its representatives and advisors have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

5.9 Litigation. As of the date hereof, there is no Action by or before any Governmental Body pending or, to the Knowledge of Parent, threatened against Parent or Merger Sub, nor to the Knowledge of Parent is there any pending investigation by any Governmental Body, that questions the validity of, or seeks injunctive relief with respect to, the transactions contemplated hereby or would otherwise reasonably be expected to prevent Parent or Merger Sub from consummating the transactions contemplated by this Agreement in accordance with the terms hereof.

5.10 Solvency. Assuming the accuracy of the Company's representations and warranties in Article IV, immediately after giving effect to the transactions contemplated by this Agreement: (a) the Surviving Company and each of its Subsidiaries shall be able to pay their respective debts as they become due and shall own property that has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent Liabilities); and (b) the Surviving Company and each of its Subsidiaries shall have adequate capital to carry on their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of any VH Company.

5.11 Purpose. Merger Sub is a newly organized corporation, formed solely for the purpose of engaging in the transactions contemplated by this Agreement. Merger Sub has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement. Merger Sub is a wholly owned Subsidiary of Parent.

5.12 Parent Entity. As of the date hereof, and at all times prior to the Effective Time, Parent is and shall be the "ultimate parent entity" (as determined in accordance with the HSR Act and the rules promulgated thereunder) of Parent and Merger Sub.

5.13 Pending Transactions. Neither Parent or its Subsidiaries nor, to the Knowledge of Parent, any of its Affiliates are party to any material transaction pending to acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquire or agree to acquire, in each case where the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (a) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, Consents of Governmental Bodies necessary to consummate the transactions contemplated by this Agreement and secure the expiration or termination of any applicable waiting

period under the HSR Act; or (b) materially increase the risk of any Governmental Body entering an Order prohibiting the consummation of the transactions contemplated hereby.

5.14 No Regulatory Impediments. To the Knowledge of Parent, there are no facts or circumstances related to its or its Affiliates' identity, financial condition, jurisdiction of domicile or regulatory status that would reasonably be expected to materially impair or delay Parent's ability to obtain the Consents, approvals, authorizations and waivers set forth in Section 6.2.

5.15 Acknowledgment. Each of Parent and Merger Sub acknowledges and agrees that it has conducted its own independent review and analysis of the business, assets, condition and operations of the VH Companies. In entering into this Agreement, Parent and Merger Sub have relied solely upon their own investigation and analysis and the representations and warranties of the Company set forth in this Agreement or any certificate delivered hereunder, and each of Parent and Merger Sub acknowledges that, except as otherwise set forth herein and without limiting the scope of the other representations and warranties set forth in Article IV, none of the VH Companies, or any of their respective managers, directors, officers, employees, Affiliates, stockholders, agents or representatives makes or has made any representation or warranty, either express or implied, (a) as to the accuracy or completeness of any of the information provided or made available to each of Parent and Merger Sub and their respective managers, directors, officers, employees, Affiliates, stockholders, agents or representatives prior to the execution of this Agreement, or (b) with respect to any projections, forecasts, estimates or prospects, of any VH Company, in each case delivered to or made available to Parent, Merger Sub or any of their respective managers, directors, officers, employees, Affiliates, stockholders, agents or representatives. Without limiting the generality of the foregoing, none of the VH Companies or any of their respective Affiliates or representatives has made, and shall not be deemed to have made, any representations or warranties in the materials (other than as set forth in Article IV) relating to the business, assets or Liabilities of the VH Companies made available to Parent, Merger Sub or any of their respective managers, directors, officers, employees, Affiliates, stockholders, agents or representatives, including due diligence materials, memoranda or similar materials, or in any presentation of the business of the VH Companies by management of any VH Company or others in connection with the transactions contemplated hereby, and no statement contained in any such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise be deemed to have been relied upon by Parent or Merger Sub in executing, delivering and performing this Agreement and the transactions contemplated hereby.

5.16 No Other Representations or Warranties. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY PARENT AND MERGER SUB IN THIS ARTICLE V, NONE OF PARENT, MERGER SUB, THEIR AFFILIATES, NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO PARENT, MERGER SUB, THEIR AFFILIATES, OR ANY OTHER PERSON OR THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE VH COMPANIES ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OF ANY DOCUMENTATION, FORECASTS OR PROJECTIONS WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING. EXCEPT FOR THE REPRESENTATIONS AND

WARRANTIES EXPRESSLY MADE BY PARENT AND MERGER SUB IN THIS ARTICLE V, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED BY PARENT AND MERGER SUB.

ARTICLE VI

COVENANTS

6.1 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (i) as set forth on Schedule 6.1(a), (ii) as required by applicable Law, (iii) as otherwise required by this Agreement, [redacted] or (vi) with the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall, and shall cause each VH Company to, use reasonable best efforts to (A) conduct the business in the Ordinary Course of Business in all material respects and (B) preserve intact, in all material respects, the business of the VH Companies (taken as a whole) as presently conducted, including the VH Companies' relationships with customers, Producers, vendors (including participating retail vision care providers) and all applicable Governmental Bodies (including Domiciliary Departments of Insurance).

(b) Prior to the Closing, except (i) as set forth on Schedule 6.1(b), (ii) as required by applicable Law, (iii) as otherwise required by this Agreement in connection with, or in furtherance of, the consummation of the transactions contemplated hereby (including the amendment, replacement or termination of the Credit Facilities), [redacted] or (vi) with the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall not, and, to the extent applicable, shall cause each VH Company not to:

A. reincorporate, redomesticate or amend the certificate of incorporation or by-laws of the Company;

B. intentionally abandon, modify, waive, surrender, withdraw or terminate any material Insurance License or any other material Permit;

C. knowingly subject to any material Lien, any material Assets, except for Permitted Liens and Liens that will be released at or in connection with the Closing (including those related to Company Indebtedness);

D. other than in the Ordinary Course of Business, and other than non-exclusive licenses of Intellectual Property, (1) acquire any material properties or material assets, or (2) sell, assign, license, transfer, convey, lease or otherwise dispose of any Assets (including any Intellectual Property) material to the VH Companies, taken as a whole (except for the purpose of disposing of obsolete or worthless Assets or to the extent such Assets are replaced with like assets of equivalent value);

E. other than in respect of Company Indebtedness incurred under the existing Credit Facilities, incur, cancel or compromise any Financial Indebtedness in aggregate principal amount in excess of $5,000,000;

F. cause or allow any VH Company to enter into or agree to enter into any merger or consolidation with any Person (other than a VH Company), or acquire the securities or substantially all of the assets of any Person (other than a VH Company);

G. except as required under applicable Law or any Company Benefit Plan, (1) increase the compensation of any employee of a VH Company whose annual base salary exceeds $200,000; provided that, with respect to any such employees of a VH Company (other than such employees associated with any labor organization, union or association that is party to a Collective Bargaining Agreement to which any VH Company is a party) whose annual base salary does not exceed $200,000, any such increases in the aggregate shall not exceed $500,000 on an annualized basis; provided, further, that the Company may grant transaction, retention or similar bonuses that are Company Transaction Expenses, (2) adopt, terminate, amend, or provide discretionary benefits under (other than discretionary benefits in the Ordinary Course of Business) any Company Benefit Plan (or arrangement that would be a Company Benefit Plan if in effect on the date hereof), (3) grant any awards under the Stock Plan or any other equity or equity-based compensation, (4) other than in the Ordinary Course of Business, hire or engage any officer, employee or consultant, in any case, whose annual base salary (or, if not applicable, total cash compensation) exceeds (or, in the case of hiring, would exceed) $200,000 or (5) other than in the Ordinary Course of Business, terminate (other than for cause), the employment or services of any officer, employee or consultant, in any case, whose annual base salary (or, if not applicable, total cash compensation) exceeds $250,000;

H. transfer, issue, sell, pledge or dispose of any of its securities or grant options, warrants, calls or other rights to purchase or otherwise acquire securities of any VH Company;

I. adopt a plan of complete or partial liquidation or rehabilitation or authorize or undertake a merger, dissolution, rehabilitation, consolidation, restructuring, recapitalization or other reorganization;

J. effect any recapitalization, subdivision, reclassification, stock split or combination or similar change with respect to its capitalization;

K. other than in the Ordinary Course of Business or as permitted under Section 6.1(b)M, make any material change in the claims, administration, investment, reserving, financial or accounting policies, practices or principles of any VH Company, as applicable, in effect on the date hereof (in each case, other than any change required by GAAP or SAP);

L. take any action that will result in a material increase in deferred rent liability for the VH Companies on a consolidated basis other than in accordance with the Accounting Principles;

M. [redacted]

N. (1) other than in the Ordinary Course of Business, modify, amend (in any material respect), recapture, extend or terminate (other than at its stated expiry date) any Material Contract or any Real Property Lease, or waive, release or assign any material rights or claims thereunder, or (2) enter into any Contract (other than Contracts with customers) which would, if entered into prior to the date hereof, have been a Material Contract or Real Property Lease;

O. settle any Action against a VH Company (other than Actions under insurance policies and Contracts, or any binders, slips, certificates, endorsements or riders thereto, within applicable policy limits), other than (1) any such settlement that is solely a monetary settlement that requires payment by the VH Companies of less than $5,000,000 or (2) to the extent reserved against in the Financial Statements;

P. enter into any new line of business that is unrelated to vision insurance or vision insurance administration;

Q. seek approval from any Domiciliary Department of Insurance for the use of any accounting practices in connection with the Statutory Statements that depart from the accounting practices prescribed or permitted by applicable Laws of such domiciliary jurisdiction, unless such accounting practices are permitted by such Domiciliary Department of Insurance;

R. terminate or cancel, amend in any material respect or allow to lapse (other than pursuant to its terms), any material insurance policy of any VH Company without replacing such policy with materially comparable coverage, including with respect to any such policy that lapses pursuant to its terms;

S. undertake or commit to make any capital expenditures for which the aggregate consideration paid or payable in any individual transaction or series of related transactions is in excess of $2,500,000;

T. (1) prepare or file any Tax Return inconsistent with past practice, (2) make, change or revoke any material Tax election, (3) file any amended Tax Return, (4) settle

or compromise any material claim related to Taxes, (5) [redacted] (6) otherwise settle any material dispute relating to Taxes, (7) knowingly surrender any right to claim a Tax refund, offset or other reduction in Tax liability, (8) request any ruling or similar guidance with respect to Taxes or (9) defer the withholding, deposit or payment of any Taxes pursuant to the Presidential Memorandum on "Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster" dated August 8, 2020, Notice 2020-65, 2020-38 I.R.B. August 31, 2020, or any Law or guidance issued subsequent thereto, except, in each case, if such action is permitted by or pertains to Section 2306 the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act");

U. other than in the Ordinary Course of Business, enter into, terminate, or agree to any material amendments to any Collective Bargaining Agreement;

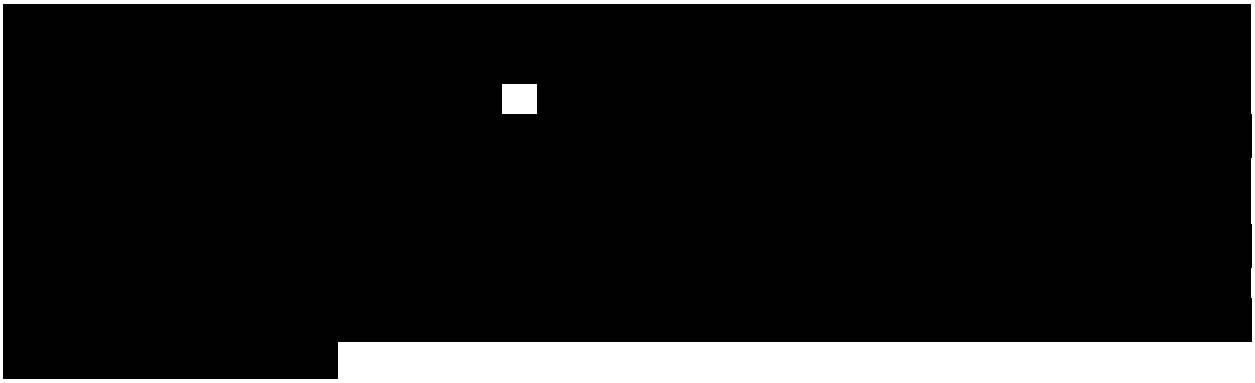
V. voluntarily grant recognition to any labor union not already recognized by the VH Companies;

W. [redacted] or

X. agree or commit in writing to do any of the foregoing actions.

(c) From the date hereof until the Closing, the Company or the Representative shall promptly notify Parent in writing of: (i) any circumstance, event or action the existence, occurrence or taking of which (A) has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (B) would reasonably be expected to result in the failure of any of the conditions set forth in Article VII to be satisfied; (ii) any notice or other communication from any material customer, Producer, vendor (including any participating retail vision care provider) or Governmental Body alleging that the consent of such material customer, Producer, vendor (including any participating retail vision care provider) or Governmental Body is required in connection with the transactions contemplated by this Agreement; and (iii) any Action commenced or, to the Knowledge of the Company, threatened against, relating to or involving or otherwise affecting the VH Companies or the businesses thereof relating to the transactions contemplated hereby that would be expected to prevent or delay beyond the Outside Date the consummation of the transactions contemplated by this Agreement. Parent's receipt of information pursuant to this Section 6.1(c) shall not operate as a waiver or otherwise affect any representation, warranty, covenant or agreement given or made by the Company in this Agreement.

[redacted]



6.2 Regulatory Approvals; Third-Party Consents.

(a) Upon the terms and subject to the conditions hereof, and except as otherwise expressly provided in this Agreement, each of the Parties shall use, and Parent shall cause its Affiliates to use, reasonable best efforts to, as promptly as practicable following the date hereof (i) take, or cause to be taken, all appropriate actions and do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated hereby prior to the Outside Date, (ii) obtain from or provide to any Governmental Body or any other person all Consents, Orders, Permits, licenses, declarations, filings and notifications required to be obtained or made by Parent or the Company or any of their respective Affiliates and Subsidiaries in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (iii) make all necessary filings with each Governmental Body, and thereafter make any other required or requested submissions in connection therewith, with respect to this Agreement and the transactions contemplated hereby required under applicable Law.

(b) Each Party shall furnish to each other Party all information required for any application or other filing to be made pursuant to any applicable Law and any written materials to be furnished to any Governmental Body in connection with the transactions contemplated by this Agreement (including, to the extent permitted by applicable Law, providing to such other Party a reasonable opportunity to comment thereon prior to filing, and considering in good faith all reasonable additions, deletions or changes suggested in connection therewith). Each Party shall (i) keep the other Parties informed of the status of the filings, consents and approvals pursuant to this Section 6.2, (ii) inform the other Parties of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction, and provide copies of Transaction Regulatory Filings and each amendment or supplement thereto in final form upon the submission thereof to the applicable Governmental Body, and (iii) to the extent permitted by the applicable Governmental Body and to the extent related to the transactions contemplated hereby, give the other Parties prior written notice of the time and place of any meetings, hearings or other proceedings with any Governmental Body regarding any such filings or the transactions contemplated hereby and the opportunity for such other Parties (and their representatives) to attend and participate in any such meetings, hearings or proceedings (other than telephone calls initiated by such Governmental Body and not scheduled in advance or ministerial telephone calls not expected to invoke a substantive discussion of the transactions contemplated hereunder). Notwithstanding the foregoing, nothing in this Agreement shall require any VH Company or Parent to provide to the other Party any information or materials

that (A) are commercially sensitive, (B) are sensitive personally identifiable information, or (C) are legally privileged.

(c) Without limiting the foregoing, each of the Parties, as necessary, shall, and Parent shall cause its Affiliates to, (i) make or cause to be made all filings and submissions required of each of them or any of their respective Subsidiaries or Affiliates under the HSR Act or other applicable Law (which filings and submissions shall seek early termination if made pursuant to the HSR Act and the equivalent, if available, with respect to any such other applicable Law) with respect to the transactions contemplated hereby as promptly as practicable and, in any event, within [redacted] after the date of this Agreement in the case of all filings required under the HSR Act, (ii) comply at the earliest practicable date with any request under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign Laws, Orders or administrative or judicial doctrines that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws") for additional information, documents, or other materials received by each of them or any of their respective Subsidiaries from the FTC, the Antitrust Division of the United States Department of Justice or any other Governmental Body in respect of such filings or such transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent reasonable to do so under the circumstances and permitted by applicable Law, providing copies of all such documents to the other party(ies) prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction.

(d) Without limiting the foregoing, Parent shall, and shall cause its Affiliates to, (i) file or cause to be filed with the applicable Governmental Bodies (A) the Form A Filings, (B) if required, any pre-acquisition notifications on "Form E" or similar market share notifications, (C) if required, any transaction notifications on "Form D" or similar notifications; provided that, for the avoidance of doubt, such "Form D" or similar notifications, and the underlying agreements and the arrangements thereto, shall be limited to the matters set forth on Schedule 6.2(d)(i)(C), and (D) all other Consents, Orders, Permits, declarations, filings and notifications necessary, proper or advisable to consummate the transactions contemplated by this Agreement, including the Consents, Orders, Permits, declarations, filings and notifications listed on Schedule 5.3(b) (collectively, the "Transaction Regulatory Filings"), in each case, as promptly as practicable and, in any event, [redacted] (ii) comply as promptly as practicable with any request by the Governmental Body for additional information, documents, or other materials (including supplements or amendments to the Transaction Regulatory Filings), (iii) cooperate with the VH Companies in connection with the Transaction Regulatory Filings, each amendment or supplement thereto (including, to the extent permitted by applicable Law, providing copies of all such documents to the Company prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith), in connection with resolving any investigation or other inquiry of any Governmental Body and in connection with any administrative hearing or meeting with any Governmental Body. If any Governmental Body requires that a hearing be held in connection with any such filing or

approval, Parent shall arrange for such hearing to be held as promptly as practicable after it receives notice that such hearing is required. Each of Parent, on the one hand, and the Company and the Representative, on the other hand, shall provide the other Party with prompt notice of any Consent, notice or other communication of any Governmental Body with respect to the Transaction Regulatory Filings.

(e) [redacted]

[redacted]

(f) Notwithstanding anything herein to the contrary, Parent shall not be obligated to take or refrain from taking or to agree to it, its Affiliates or any of the VH Companies taking or refraining from taking any action, or to permit or suffer to exist any action, restriction, condition, limitation or requirement which, individually or together with all other such actions, restrictions, conditions, limitations or requirements imposed by Governmental Bodies in connection with the transactions contemplated by this Agreement, would or would reasonably be expected to [redacted] (such actions, restrictions, conditions, limitations, imposition or requirements, a "Burdensome Condition"). In the event that any action, restriction, condition, limitation, imposition or requirement is imposed by a Governmental Body that would or would reasonably be expected to result in a Burdensome Condition, prior to Parent being entitled to invoke the actual or potential existence of a Burdensome Condition, Parent shall notify the Company in writing of such potential Burdensome Condition, setting forth in reasonable detail the basis for its determination that an action, restriction, condition, limitation or requirement has been imposed by a Governmental Body that constitutes or would result in a Burdensome Condition. For a period of not less than 30 Business Days after delivery of such notice (the "BC Resolution Period"), the Company and Parent shall cooperate and negotiate in good faith to attempt to agree to modify the terms of this Agreement to the extent necessary, on mutually acceptable terms and on an equitable basis, in a way that would substantially eliminate any such action, restriction, condition, limitation, imposition or requirement or sufficiently mitigate its adverse impact so that it would no longer constitute a Burdensome Condition hereunder; it being understood and agreed that if reasonable steps can be identified to avoid such action, restriction, condition, limitation, imposition or requirement or sufficiently mitigate the negative impact thereof, without altering the benefits to be received by the Company and/or its Stockholders, on the one hand, or Parent and its Subsidiaries, including, from and after the Closing, the VH Companies, on the other hand, from the transactions contemplated hereby, each Party shall take, and shall cause its Affiliates to take, as applicable, all

such reasonable steps. If such notice is delivered less than 30 Business Days prior to the Outside Date, the Outside Date shall automatically be extended for the duration of the BC Resolution Period. If the Parties are unable to reach agreement during the BC Resolution Period notwithstanding their use of good faith efforts in compliance with this Section 6.2(f), Parent shall be entitled to exercise its rights under Article IX.

(g) All filing fees related to the filings under the HSR Act shall be borne 50% by Parent and 50% by the Company. Each of Parent and the Company shall pay their own filing fees incurred by such Party related to the filings under the Transaction Regulatory Filings.

(h) Third-Party Consents. Prior to the Closing, except as otherwise agreed by the Parties, each Party shall cooperate with the other and use commercially reasonable efforts to make or obtain all Third-Party Consents required for the consummation of the transactions contemplated by this Agreement. [redacted] It is expressly acknowledged and agreed by Parent that the obligations of Parent and Merger Sub under this Agreement to consummate the transactions contemplated hereby are not subject to any conditions relating to obtaining any Third-Party Consents.

6.3 Further Assurances. Parent, Merger Sub and the Company shall use their reasonable best efforts to (i) take all actions necessary to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

6.4 Confidentiality.

(a) Each of Parent, Merger Sub and the Company acknowledges that the information provided to it in connection with this Agreement and the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement between Parent and the Company (referenced therein as "Project Veranda"), dated October 29, 2019 (as amended, the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate. If for any reason the transactions contemplated by this Agreement are not consummated, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms.

(b) From and after the Closing, each Securityholder (including the Representative) shall, and shall cause his, her or its Affiliates to, and shall instruct his, her or its and their respective representatives to, maintain in confidence any written, oral or other information relating the VH Companies, the business or Parent or its Affiliates obtained prior to the Closing Date.

(c) From and after the Closing, Parent shall, and shall cause its Affiliates (including the Company) to, and shall instruct their respective representatives to, maintain in

confidence any written, oral or other information relating to or obtained from the Securityholders or from the Representative on behalf of the Securityholders prior to the Closing Date, other than information to the extent relating to the VH Companies or the business.

(d) The requirements of Section 6.4(b) and Section 6.4(c) shall not apply to the extent that (i) any such information is or becomes generally available to the public other than (A) in the case of Parent, as a result of disclosure by the Company (prior to the Closing Date), the Securityholders or any of their respective Affiliates or representatives and (B) in the case of each Securityholder, as a result of disclosure by Parent, the Company (after the Closing Date) or any of their respective Affiliates or representatives, (ii) any such information is required by applicable Law, Order or a Governmental Body to be disclosed after prior notice has been given to the other Party, (iii) any such information is reasonably necessary to be disclosed in connection with any Action, (iv) any such information was or becomes available to such Party on a non-confidential basis and from a source (other than a Party or any Affiliate or representative of such Party) that is not bound by a confidentiality agreement with respect to such information or (v) any such information is required to be disclosed in accordance with Section 10.1(c) hereof. Each of the Parties shall instruct its Affiliates and representatives having access to such information of such confidentiality obligations.

6.5 Director and Officer Liability and Indemnification; Cyber Tail Coverage.

(a) For a period of six years after the Closing, Parent will not, and will not permit any of the VH Companies to, amend, repeal or modify any provision in any of the VH Companies' Governing Documents relating to the exculpation, indemnification or advancement of expenses in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing Date, an officer, director or employee of any of the VH Companies (each, together with such Person's successors, heirs, executors or administrators, a "D&O Indemnified Person") (unless to provide for greater exculpation or indemnification or unless required by Law), it being the intent of the Parties that such Persons will continue to be entitled to such exculpation, indemnification and advancement of expenses to the full extent of the Law.

(b) In addition to the other rights provided for in this Section 6.5 and not in limitation thereof, from and after the Closing, Parent will, and will cause the VH Companies (each, a "D&O Indemnifying Party") to, to the fullest extent permitted by applicable Law, (i) indemnify and hold harmless (and release from any liability to Parent or any VH Company), the D&O Indemnified Persons against all D&O Expenses (as defined below), losses, claims, damages, judgments or amounts paid in settlement ("D&O Costs") in respect of any threatened, pending or completed Action, whether criminal, civil, administrative or investigative, based on or arising out or relating to the fact that such Person is or was a director or officer of any VH Company and arising out of acts or omissions occurring on or prior to the Closing (including in respect of acts or omissions in connection with this Agreement and the transactions contemplated thereby) (a "D&O Indemnifiable Claim"), and (ii) advance to such D&O Indemnified Persons all D&O Expenses incurred in connection with any D&O Indemnifiable Claim (including in circumstances where the D&O Indemnifying Party has assumed the defense of such claim) promptly after receipt of reasonably detailed statements therefor; provided, however, that the Person to whom D&O Expenses are to be advanced provides an undertaking to repay such advances if it is ultimately

determined that such Person is not entitled to indemnification. Any D&O Indemnifiable Claims will continue until such D&O Indemnifiable Claim is disposed of or all judgments, Orders, decrees or other rulings in connection with such D&O Indemnifiable Claim are fully satisfied. For the purposes of this Section 6.5, "D&O Expenses" will include attorneys' fees and all other costs, charges and expenses paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, to be a witness in or participate in any D&O Indemnifiable Claim, but will exclude damages, judgments and amounts paid in settlement (which items are included in the definition of D&O Costs).

(c) Prior to or simultaneously with the Closing, Parent will, or will cause the Company to, obtain, maintain and fully pay for irrevocable "tail" insurance policies naming the D&O Indemnified Persons as direct beneficiaries with a claims period of at least six years from the Closing Date from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to directors' liability insurance in an amount and scope, including terms, conditions, levels of coverage and retention, at least as favorable as the Company's existing policies with respect to matters existing or occurring at or prior to the Closing Date (such insurance policies, the "D&O Tail Policies"). Parent will not, or will not cause the Company to not, cancel or change the D&O Tail Policies in any respect.

(d) In the event that all or substantially all of the stock or assets of any VH Company are sold, whether in one transaction or a series of transactions, then Parent will, and will cause each VH Company to, in each such case, ensure that the successors and assigns of any VH Company assume the obligations set forth in this Section 6.5. The provisions of this Section 6.5(d) will apply to all of the successors and assigns of any VH Company.

(e) The obligations under this Section 6.5 will not be terminated or modified in such a manner as to affect adversely any D&O Indemnified Person to whom this Section 6.5 applies without the consent of such affected D&O Indemnified Person, such consent not to be unreasonably withheld, delayed or conditioned. The provisions of this Section 6.5 are intended for the benefit of, and will be enforceable by (as express third-party beneficiaries), each current and former officer, director or similar functionary of any VH Company and his or her heirs and representatives, successors and assigns and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have had by Contract or otherwise.

(f) At Parent's request, the Company shall, in consultation with Parent and at Parent's sole cost and expense, use commercially reasonable efforts to acquire, at or prior to Closing, a cyber insurance liability run-off policy or extended reporting coverage (*i.e.*, tail coverage) providing for coverage after the Closing comparable to the coverage provided as of the date hereof under the cyber insurance policy or policies maintained by or for the benefit of VH Companies.

6.6 Contact with Customers and Suppliers. Without in any way limiting the obligations contained in the Confidentiality Agreement, Parent and Merger Sub each hereby agrees that from the date hereof until the Closing Date or the earlier termination of this Agreement, it is not authorized to, and shall not (and shall not permit any of its representatives or Affiliates to), directly or indirectly, contact or communicate with the employees, consultants, directors, officers,

investors, customers, service providers or suppliers of any VH Company without the prior consultation with, and written approval of, the Company's Chief Executive Officer or the Representative, which approval shall not be unreasonably withheld, delayed or conditioned; provided that this Section 6.6 shall not prohibit any contact or communication by Parent or any of its Affiliates or any of its or their representatives with the customers, service providers, vendors or suppliers of the VH Companies in the Ordinary Course of Business unrelated to the transactions contemplated hereby; provided, further, that nothing contained in this Section 6.6 shall limit or restrict the ability of Parent or any of its Affiliates or any of its or their representatives to communicate with or contact Persons that are customers of Parent or such Affiliates or with which Parent or such Affiliates otherwise have commercial relationships, provided that such communications are unrelated to the transactions contemplated by this Agreement, and the transactions and the matters contemplated hereby are not discussed or otherwise disclosed.

6.7 Access and Information.

(a) From the date of this Agreement until the Closing, subject to Section 6.6 and to reasonable rules, regulations and policies of the Company and any applicable Laws (including applicable Antitrust Laws), the Company shall afford Parent and its authorized representatives ("Parent's Representatives") reasonable access, at Parent's sole cost and expense, during regular business hours and upon reasonable advance notice to the Company, to the VH Companies and all Books and Records, personnel, officers, independent auditors and other facilities and properties of the VH Companies in connection with each such visit; provided, however, (A) access to such personnel will only be available upon reasonable notice to the Company to the attention of [redacted] (or any successor Chief Executive Officer of the Company) and at such times and places as [redacted] (or any successor Chief Executive Officer of the Company) shall determine in his reasonable discretion, and (B) any Books and Records or other information that is subject to attorney-client or other legal privilege or obligation of confidentiality or disclosure shall not be made so accessible. Any access shall be conducted (1) under the supervision of the Company's or its Affiliate's personnel, (2) subject to all of the standard protocols and procedures of the VH Companies, including the requirement that visitors be escorted at all times, (3) subject to any additional procedures required by any landlord, and (4) in such a manner as does not unreasonably interfere with the normal operations of the VH Companies. All such access shall be at the risk of Parent and Parent's Representatives, and in connection therewith, Parent hereby agrees to indemnify and hold harmless the VH Companies, its Affiliates and their respective officers, directors, members, agents, representatives, successors and assigns with respect to any damages resulting from or arising out of such access. Parent acknowledges that it remains bound by the Confidentiality Agreement and that all information it obtains as a result of access under this Section 6.7 shall be subject to the Confidentiality Agreement.

(b) After the Closing, Parent agrees to retain all Books and Records in existence on the Closing Date in accordance with and until such date as may be required by, Parent's or its applicable Affiliates' standard document retention policies (or such later date as may be required by applicable Law), and to grant to the Representative and its authorized representatives reasonable access, at Representative's sole cost and expense, during regular business hours and upon reasonable advance notice to Parent (i) to inspect and copy the Books and Records and (ii) to have personnel of Parent made available to them or to otherwise cooperate to the extent reasonably

requested by the Representative, including in connection with (A) preparing and filing Tax Returns and/or any Tax inquiry, audit, investigation or dispute related to the VH Companies, or (B) any litigation, audit, dispute, claim or investigation related to the VH Companies; provided, however, (1) access to such personnel will only be available upon reasonable notice to Parent to the attention of [redacted] and at such times and places as [redacted] shall determine in his or her reasonable discretion, and (2) any Books and Records or other information that is subject to attorney-client or other legal privilege or obligation of confidentiality or disclosure shall not be made so accessible. Any access shall be conducted (w) under the supervision of Parent's or its Affiliate's personnel, (x) subject to all of the standard protocols and procedures of Parent, including the requirement that visitors be escorted at all times, (y) subject to any additional procedures required by any landlord, and (z) in such a manner as does not unreasonably interfere with the normal operations of Parent and the VH Companies. All such access shall be at the risk of the Representative, and in connection therewith, the Representative hereby agrees to indemnify and hold harmless Parent, the VH Companies, their Affiliates and their respective officers, directors, members, agents, representatives, successors and assigns with respect to any damages resulting from or arising out of such access. The Representative acknowledges that all information it obtains as a result of access under this Section 6.7 shall be subject to Section 6.4 hereof. Notwithstanding the foregoing, upon the expiration of such retention period, any and all such records may be destroyed by Parent.

6.8 Tax Matters.

(a) Filing of Tax Returns; Payment of Taxes.

(i) The Company shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all Tax Returns that are required to be filed by or with respect to the VH Companies on or prior to the Closing Date, and the Company shall remit or cause to be remitted any Taxes due in respect of such Tax Returns. Parent shall file or cause to be filed when due (taking into account all extensions properly obtained) all other Tax Returns that are required to be filed by or with respect to the VH Companies after the Closing Date and Parent shall remit or cause to be remitted any Taxes due in respect of such Tax Returns. [redacted] Prior to the Closing, the Company shall retain PwC for purposes of preparing any Tax Return that relates solely to income Taxes of the VH Companies for a Pre-Closing Tax Period and that is required to be filed by Parent pursuant to this Section 6.8(a)(i) (a "Stub-Period Tax Return").

(ii) All Tax Returns that the Company is required to file or cause to be filed in accordance with Section 6.8(a)(i) shall be prepared and filed in a manner consistent with past practice and, on such Tax Returns, no position shall be taken, election made or method adopted that is inconsistent with positions taken, elections made or methods used in preparing and filing similar Tax Returns in prior periods (including positions, elections or methods that would have the effect of deferring income to periods ending after the Closing Date or accelerating deductions to periods ending on or before the Closing Date). With respect to an income Tax Return that the Company is required to file pursuant to Section 6.8(a)(i), not less than thirty (30) days prior to the due date for such Tax Return, taking into account extensions (or, if such due date is

within thirty (30) days following the Closing Date, as promptly as practicable following the Closing Date), the Company shall provide Parent with a draft copy of such Tax Return for Parent's review. The Company shall file or cause to be filed such Tax Return after considering Parent's reasonable comments, if any, in good faith. With respect to an income Tax Return that the Parent is required to file pursuant to Section 6.8(a)(i) that relates to a Pre-Closing Tax Period or a Straddle Period, not less than thirty (30) days prior to the due date for such Tax Return, taking into account extensions (or, if such due date is within thirty (30) days following the Closing Date, as promptly as practicable following the Closing Date), Parent shall provide Representative with a draft copy of such Tax Return for Representative's review. Parent shall consider in good faith Representative's reasonable comments, if any, that are requested within fifteen (15) days after delivery of such Tax Return to Representative; provided that Parent shall incorporate any reasonable comments, if any, requested by Representative that relate solely to the application of Section 2306 of the CARES Act and that are requested within fifteen (15) days after delivery of such Tax Return to the Representative.

(b) Straddle Period Tax Allocation. Each of the Company and Parent will, unless prohibited by applicable Law, close the taxable period of the Company for all income Tax purposes as of the end of the day on the Closing Date. For non-income Tax purposes, each of the Company and Parent will, unless prohibited by applicable Law, close the taxable period of the Company as of the Adjustment Time. If applicable Law does not permit the Company to close its taxable year on the Closing Date or in any case in which a Tax is assessed with respect to any Straddle Period, the portion of any such Taxes (other than franchise Taxes) attributable to the portion of such Straddle Period ending on the Closing Date will be determined: (i) in the case of real property, business personal property and ad valorem Taxes, by apportioning such Taxes on a per diem basis; and (ii) in the case of all other Taxes, on a closing of the books basis. For purposes of this Section 6.8(b), any exemption, deduction, credit or other item that is calculated on an annual basis will be apportioned on a per diem basis. Notwithstanding the foregoing, any franchise Taxes payable with respect to any Straddle Period will be allocated to the period during which the income, operations, assets or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another period is obtained by the payment of such franchise Tax.

(c) Cooperation. After the Closing Date, each of Representative and Parent shall (and shall cause their respective Affiliates to):

(i) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Taxes described in Section 6.8(d); and

(ii) assist the other Party in preparing any Tax Returns which such other Party is responsible for preparing and filing in accordance with Section 6.8(a).

(d) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement, shall be paid by Parent when due and Parent shall,

at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges.

(e) Safe Harbor Election. To the extent permitted by applicable Tax Law, Parent shall cause the VH Companies to elect the safe harbor under Rev. Proc. 2011-29, 2011-18 I.R.B., on any applicable Stub-Period Tax Return.

(f) Tax Refunds. [redacted]

6.9 Acquisition Proposals.

(a) From the date of this Agreement through the earlier of the termination of this Agreement pursuant to Article IX and the Closing, as applicable, the Company shall not, and shall cause the VH Companies and its and their respective officers, directors, employees, investment bankers, attorneys, accountants, consultants and other agents, advisors and representatives not to, directly or indirectly (except with respect to Parent and its Affiliates): (i) take any action to solicit, invite or encourage the submission of any inquiries, proposals or indications of interest, or enter into any discussions, negotiations, understandings, arrangements or Contracts relating to the direct or indirect disposition, whether by sale, merger, share exchange, business combination or otherwise, of all or any equity securities of the VH Companies or a material portion of their respective businesses or Assets (each an "Acquisition Proposal"); (ii) provide any information to any third party relating to any VH Company, or afford access to the properties, assets, books or records of the VH Companies to, otherwise cooperate in any way with, or knowingly assist, participate in, facilitate or encourage any effort by any third party that is seeking to make, or has made, an Acquisition Proposal or a modification of a previously received Acquisition Proposal; or (iii) enter into any Contract with respect to an Acquisition Proposal.

(b) From the date of this Agreement through the earlier of the Closing Date and the date of termination of this Agreement pursuant to Article IX, as applicable: (i) the Company

shall, and shall cause the VH Companies and direct its and their respective officers, directors, employees, investment bankers, attorneys, accountants, consultants and other agents, advisors and representatives to, cease and terminate immediately any existing discussions or negotiations with respect to or in furtherance of any Acquisition Proposal; and (ii) in the event that during such period any VH Company receives an Acquisition Proposal, or obtains or otherwise receives notice that an Acquisition Proposal is likely to be made, the Company shall provide Parent with prompt written notice thereof, which written notice shall include the terms of, and the identity of the Person or Persons making or likely to make, such Acquisition Proposal.

6.10 Intentionally Omitted.

6.11 Employee Matters.

(a) For a period beginning on the Closing Date and continuing thereafter for 12 months (the "Continuation Period"), Parent shall provide, or shall cause the VH Companies to provide, each employee of the VH Companies as of the Closing Date, for so long as such employee remains an employee of any of the VH Companies (collectively, "Continuing Employees") or becomes an employees of Parent or any of their respective Affiliates (collectively, "Transferring Employees"), with (i) salary or hourly wage rate and cash incentive compensation opportunities that, in the aggregate, are not less than the aggregate salary or hourly wage rate and cash incentive compensation opportunities provided to such Continuing Employee or Transferring Employee immediately prior to the Closing Date, and (ii) employee benefits, fringe benefits and perquisites, that are comparable, in the aggregate, with the employee benefits, fringe benefits and perquisites (other than equity incentive awards) provided under (A) for Continuing Employees, the Company Benefit Plans in which such Continuing Employees participated immediately prior to the Closing Date or (B) for Transferring Employees, the employee benefit arrangements provided by Parent and its Affiliates to its similarly situated employees. Without limiting the generality of the foregoing, Parent will provide, or will cause the VH Companies to provide, severance pay and benefits to any Continuing Employee or Transferring Employee whose employment is terminated (other than for cause, as reasonably determined in good faith by Parent) by Parent, the VH Companies or any of their respective Affiliates during the Continuation Period on terms and in amounts no less favorable than the severance pay and benefits that would have been applicable to (1) such Continuing Employee under the Company Benefit Plans immediately prior to the Closing Date or (2) such Transferring Employee under severance pay and benefits arrangements maintained by Parent and its Affiliates applicable to similarly situated employees of Parent.

(b) Parent will use reasonable best efforts to grant all Transferring Employees full credit for all service with the VH Companies (or predecessor employers to the extent the VH Companies provide such past service credit) prior to the Closing Date for purposes of eligibility, vesting, benefit accrual and determining the level of vacation and severance benefits under any benefit or compensation plan, program, policy or agreement which, in the sole discretion of Parent (subject to Section 6.11(a)), are made available to Transferring Employees on or after the Closing Date occurs to the same extent such service was recognized immediately prior to the Closing Date by the VH Companies; provided, however, that such credit need not be honored for purposes of any defined benefit, retiree medical, or equity incentive plan or arrangement maintained by Parent or its Affiliates or to the extent honoring such service would result in duplicative benefits.

(c) Nothing in this Agreement shall be construed to confer on any Person, other than the Parties, their successors and permitted assigns, any right to enforce the provisions of this Section 6.11 or be construed as an amendment of any Company Benefit Plan or any employee benefit plan maintained by Parent or its Affiliates. In addition, nothing expressed or implied in this Section 6.11 shall confer upon any of the employees of the VH Companies or any other Person any additional rights or remedies, including any additional right to employment, or continued employment for any specified period, of any nature or kind whatsoever under or by reason of this Agreement. Without limitation to the foregoing, nothing in this Agreement shall require Parent, any Affiliate of Parent, or any VH Company to make available to any Person employed by any VH Company any specific or specific-level of health insurance or other insurance, severance, vacation, pension, compensation, or other benefits provided to Persons employed by Parent or its Affiliates; provided that it otherwise complies with its obligations pursuant to Section 6.11(a) and Section 6.11(b).

6.12 WARN Act. In any termination or layoff of any Company Employee by Parent or the Company on or after the Closing, Parent and the Company will comply fully, if applicable, with the WARN Act and all other applicable Laws, including those prohibiting discrimination and requiring notice to employees. Parent shall not, and shall cause the Surviving Company not to, at any time prior to 60 days after the Closing Date, effectuate a "plant closing" or "mass layoff" as those terms are defined in the WARN Act affecting in whole or in part any facility, site of employment, operating unit or employee of the Company without complying fully with the requirements of the WARN Act. Parent will bear the cost of compliance with (or failure to comply with) any such Laws.

6.13 Release.

(a) Effective as of the Closing, each Securityholder, as provided in the Letter of Transmittal to be executed by such Securityholder in accordance with Section 2.4, does hereby and thereby, for itself, and on behalf of its respective Affiliates (other than the VH Companies), successors and assigns (each a "Securityholder Releasor"), fully and unconditionally release, acquit and forever discharge each VH Company and its respective Affiliates, and their respective Affiliates' former, current and future equityholders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equityholder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing) (each a "VH Company Releasee") from any and all manner of actions, causes of Actions, obligations, damages, judgments, debts, dues and suits of every kind, whether known or unknown, whether at Law or in equity, solely to the extent arising out of or relating to such Securityholder's ownership of the VH Companies prior to the Closing (collectively, "Securityholder Released Claims"); provided that nothing in this Section 6.13(a) shall release, acquit, discharge or otherwise affect, and the term "Securityholder Released Claims" shall not include, in any respect, the rights or obligations of the Company or any Securityholder under this Agreement (including payment of the Closing Merger Consideration, the Final Merger Consideration or any other amounts under this Agreement) or of any Securityholder Releasor relating to any written Contract pursuant to which such Securityholder Releasor has a commercial relationship with any VH Company or of any Securityholder Releasor who is a natural person relating to any employment relationship of such Securityholder Releasor with the VH Companies

or with respect to any written Contract pursuant to which a Securityholder Releasor is a customer of a VH Company. Each Securityholder Releasor agrees not to, and agrees to cause its respective Affiliates and Subsidiaries not to, assert any Securityholder Released Claim against the VH Company Releasees.

(b) Effective as of the Closing, each of Parent and Merger Sub, on behalf of the VH Companies, and their respective Affiliates, successors and assigns (each a "VH Company Releasor"), hereby fully and unconditionally releases, acquits and forever discharges each Securityholder (including the Representative in its capacity as a Securityholder) and their respective Affiliates, and their respective Affiliates' former, current and future equityholders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equityholder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing) (each a "Securityholder Releasee") from any and all manner of Actions, causes of actions, obligations, damages, judgments, debts, dues and suits of every kind, whether known or unknown, whether at Law or in equity, solely to the extent arising out of or relating to such Securityholder's ownership of the VH Companies prior to the Closing (collectively, "VH Company Released Claims"); provided that nothing in this Section 6.13(b) shall release, acquit, discharge or otherwise affect, and the term "VH Company Released Claims" shall not include, in any respect, the rights or obligations of Parent or Merger Sub under this Agreement. Each VH Company Releasor agrees not to, and agrees to cause its respective Affiliates and Subsidiaries not to, assert any VH Company Released Claim against the Securityholder Releasees.

6.14 280G Matters. The Company shall use commercially reasonable efforts to obtain from each Person (each, a "Disqualified Individual") to whom any payment or benefit is required or proposed to be made in connection with the transactions contemplated by this Agreement that could constitute "parachute payments" under Section 280G(b)(2) of the Code ("Section 280G Payments") an executed written agreement waiving such Disqualified Individual's right to receive some or all of such payment or benefit (the "Waived Benefits"), to the extent necessary so that all remaining payments and benefits applicable to such Disqualified Individual shall not be deemed a parachute payment, and accepting in substitution for the Waived Benefits the right to receive the Waived Benefits only if approved by the Stockholders of the Company in a manner that complies with Section 280G(b)(5)(B) of the Code. In connection with the foregoing, Parent shall provide the Company with all information reasonably necessary to allow the Company to determine whether any payments made or to be made or benefits granted or to be granted pursuant to any employment agreement or other agreement, arrangement or Contract entered into or negotiated by Parent or its Affiliates ("Parent Payments"), together with all Section 280G Payments, could reasonably be considered to be "parachute payments" within the meaning of Section 280G(b)(2) of the Code at least 10 days prior to the Closing Date (and shall further provide any such updated information as is reasonably necessary prior to the Closing Date). Prior to the Closing, the Company shall submit the Waived Benefits of each Disqualified Individual who has executed a waiver in accordance with this Section 6.14 for approval of the Company's Stockholders and such Disqualified Individual's right to receive the Waived Benefits shall be conditioned upon receipt of the requisite approval by the Company's Stockholders in a manner that complies with Section 280G(b)(5)(B) of the Code; provided that in no event shall this Section 6.14 be construed to require the Company (or any of its Affiliates) to compel any Disqualified Individual to waive any existing

rights under any Contract or agreement that such Disqualified Individual has with the Company, any Subsidiary of the Company or any other Person, and in no event shall the Company (or any of its Affiliates) be deemed in breach of this Section 6.14 if any such Disqualified Individual refuses to waive any such rights or if the Stockholders fail to approve any Waived Benefits. Notwithstanding anything to the contrary in this Section 6.14 or otherwise in this Agreement, to the extent Parent has provided inaccurate information, or Parent's omission of information has resulted in inaccurate information, with respect to any Parent Payments, there shall be no breach of the covenant contained herein to the extent caused by such inaccurate or omitted information. The Company shall provide Parent and its counsel with a copy of any calculations, waiver agreement, disclosure statement and Stockholder consent contemplated by this Section 6.14 within a reasonable time, and no less than two Business Days, prior to delivery to each Disqualified Individual and the Stockholders of the Company of such waiver agreement and disclosure statement, respectively, and the Company shall consider in good faith any changes reasonably requested by Parent or its counsel.

6.15 Written Consent. Following the execution and delivery of this Agreement, the Company shall use reasonable best efforts and take all actions necessary to seek, obtain and deliver to Parent the Stockholder Consent on or prior to the expiration of the Stockholder Consent Period.

6.16 No Control of Other Party's Business. Except as set forth in this Agreement, nothing shall give Parent, directly or indirectly, the right to control or direct the VH Companies' business or operations prior to the Closing and, prior to the Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement (including, for the avoidance of doubt, Section 6.1), complete control and supervision over its and the Company's Subsidiaries' respective operations.

6.17 Related Party Agreements. Except as set forth in Schedule 6.17, all of the arrangements between any Securityholder and its Affiliates (other than the VH Companies), on the one hand, and any VH Company, on the other hand, shall be terminated immediately prior to the Closing, including, as applicable, by terminating the participation of any VH Company in all agreements between any Securityholder and its Affiliates (other than the VH Companies), on the one hand, and any VH Company, on the other hand, and the Representative on behalf of such Securityholders shall cause all balances between any such Securityholder and its Affiliates (other than the VH Companies), on the one hand, and any VH Company, on the other hand, to be paid in full and settled immediately prior to the Closing or as soon thereafter as is reasonably practicable.

6.18 Intentionally Omitted.

6.19 Subsequent Financial Statements; Reports.

(a) From the date hereof until the Closing, the VH Companies shall prepare, and deliver to Parent, (i) as soon as reasonably practicable after the end of each fiscal month, (A) a monthly management report in scope and detail reasonably consistent with the monthly management report set forth in Schedule 6.19(a) and (B) the monthly unaudited income statement and monthly unaudited balance sheet, in the case of each such income statement and balance sheet, prepared at the trial balance level (including general ledger accounts), for each of (x) the VH Companies, on a consolidated basis, (y) the VH Companies (other than the SAP Subsidiaries), on

a combined basis, and (z) the SAP Subsidiaries, on a combined basis, (ii) after the end of each month, within 45 days after the last day of such month, a monthly unaudited consolidated income statement and monthly unaudited consolidated balance sheet as of the last day of such month, (iii) after the end of each calendar quarter, within 45 days after the last day of such quarter, the unaudited quarterly financial statements (the "Subsequent Quarterly GAAP Financial Statements") and (iv) if applicable, the audited consolidated financial statements of Versant Health Holdco, Inc.'s audited consolidated balance sheet and statement of operations and comprehensive loss, statements of stockholders' equity and statements of cash flows for the fiscal year ended December 31, 2020 promptly following the completion and issuance thereof (the "Subsequent Audited GAAP Financial Statements", together with the Subsequent Quarterly GAAP Financial Statements, the "Subsequent GAAP Financial Statements"), it being understood that in the case of clauses (i) - (iv), such statements shall be unaudited, delivered with the absence of any footnotes and excluding any year-end or audit adjustments.

(b) From the date hereof until the Closing, the Company shall deliver to Parent, reasonably promptly following the filing thereof with the applicable Domiciliary Department of Insurance, (i) the quarterly statements of the SAP Subsidiaries (the "Subsequent Quarterly SAP Statements") as filed with the applicable Domiciliary Department of Insurance and (ii) if applicable, the audited annual statements of the SAP Subsidiaries for the year ended December 31, 2020 (the "Subsequent Annual Statements", together with the Subsequent Quarterly SAP Statements, the "Subsequent SAP Statements") as filed with the applicable Domiciliary Department of Insurance.

(c) The Company shall prepare and deliver to Parent a statement setting forth its good faith calculation of the Company's estimate of Closing Cash, Surplus Amount, Company Indebtedness, Closing Net Working Capital, Company Transaction Expenses and Transaction Expense Tax Benefit Amount as of (i) November 1, 2020 and (ii) a later date to be specified by Parent upon written notice to the Company at least 10 Business Days' prior to such specified date, in each case, as if the Closing Date were to occur on such applicable date (each, a "Trial Statement"), with each such Trial Statement to be delivered within five (5) Business Days following such applicable date.

6.20 Payoff Letters and Lien Releases. Prior to the Closing Date, the Company shall deliver to Parent customary payoff letters, in form and substance reasonably satisfactory to Parent, in connection with the repayment of the Company Indebtedness outstanding under the Credit Facilities in accordance with Section 3.2(f) and any other indebtedness to be repaid at Closing (the "Payoff Letters") and to make arrangements for the holders of such indebtedness to deliver, subject to the receipt of the applicable payoff amounts, customary Lien releases to Parent upon Closing.

6.21 R&W Insurance Policy. The Company shall use, and shall cause the VH Companies and their respective representatives (including the Representative) to use, their respective commercially reasonable efforts to reasonably cooperate with Parent (at the expense of Parent) in Parent's procurement of the R&W Insurance Policy, including providing additional information reasonably requested by Parent regarding the Company in response to carrier inquiries or proposed exclusions to coverage.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions to Parent's and Merger Sub's Obligations. The obligations of Parent and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Parent in whole or in part to the extent permitted by applicable Law):

(a) (i) the Company Fundamental Representations shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties of the Company contained in Article IV of this Agreement shall be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein, other than with respect to Section 4.7(b) and other than to the extent that such "materiality" or "Material Adverse Effect" qualifier defines the scope of items or matters disclosed in the Disclosure Schedules) as of the date hereof and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (giving effect to the applicable exceptions set forth in the Disclosure Schedules) but without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein (other than with respect to Section 4.7(b) and other than to the extent that such "materiality" or "Material Adverse Effect" qualifier defines the scope of items or matters disclosed in the Disclosure Schedules) has not had, and would not reasonably be expected to have, a Material Adverse Effect;

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

(c) there shall not have occurred any event since the Latest Balance Sheet Date up to the Closing Date, and no circumstance shall exist as of the Closing Date, that individually or in the aggregate has or would reasonably be expected to result in a Material Adverse Effect;

(d) the Company shall have delivered to Parent an Officer's Certificate of the Company dated as of the Closing Date certifying that the conditions set forth in Section 7.1(a), Section 7.1(b) and Section 7.1(c) have been met;

(e) the Merger shall have been approved and this Agreement shall have been adopted by the affirmative vote (by meeting or by written consent) of the holders of the requisite number of the Company's Voting Common Shares in accordance with the DGCL and the Stockholders Agreement (the "Stockholder Consent") at or prior to the expiration of the Stockholder Consent Period;

(f) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Merger;

(g) the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or have otherwise been terminated;

(h) the approvals or prior written non-disapprovals from Governmental Bodies listed on Schedule 7.1(h) shall have been obtained and be in full force and effect, in each case, without the imposition of any Burdensome Condition;

(i) the Company shall have made, or caused to have been made, the applicable deliveries contemplated by Section 3.2 to be delivered by the Company; and

(j) the Escrow Agreement shall have been executed and delivered by Representative and the Escrow Agent.

If the Closing occurs, all Closing conditions set forth in this Section 7.1 that have not been fully satisfied as of the Closing shall be deemed to have been waived for purposes of the Closing by Parent and Merger Sub. Parent and Merger Sub may not rely on the failure of any condition set forth in this Section 7.1 if such failure was primarily caused by Parent's or Merger Sub's material breach of any provision of this Agreement.

7.2 Conditions to the Company's Obligations. The obligations of the Company to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by the Company in whole or in part to the extent permitted by applicable Law):

(a) (i) the Parent Fundamental Representations shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties contained in Article V of this Agreement shall be true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth therein) as of the date hereof and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth therein) has not had, and would not reasonably be expected to have, a Parent Material Adverse Effect;

(b) Parent and Merger Sub shall have performed and complied in all material respects with all covenants, obligations and agreements required by this Agreement to be performed or complied with by Parent and Merger Sub on or prior to the Closing Date;

(c) Parent shall have delivered to the Company an Officer's Certificate of Parent dated as of the Closing Date certifying that the conditions set forth in Section 7.2(a) and Section 7.2(b) have been met;

(d) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Merger;

(e) the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or have otherwise been terminated;

(f) the approvals or prior written non-disapprovals from Governmental Bodies listed on Schedule 7.2(f) shall have been obtained and be in full force and effect;

(g) the Stockholder Consent shall have been obtained on or prior to the expiration of the Stockholder Consent Period;

(h) the Paying Agent Agreement shall have been duly executed and delivered by Parent;

(i) Parent and Merger Sub shall have made, or caused to have been made, the applicable deliveries contemplated by Section 3.2 to be delivered by Parent or Merger Sub; and

(j) the Escrow Agreement shall have been executed and delivered by Parent and the Escrow Agent.

If the Closing occurs, all Closing conditions set forth in this Section 7.2 that have not been fully satisfied as of the Closing shall be deemed to have been waived for purposes of the Closing by the Company. The Company may not rely on the failure of any condition set forth in this Section 7.2 if such failure was primarily caused by the Company's material breach of any provision of this Agreement.

ARTICLE VIII

SURVIVAL

8.1 Survival. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and agreements, shall survive the Effective Time, except for (a) those covenants or agreements contained herein that by their terms apply to or are to be performed in whole or in part after the Closing and (b) Article X.

ARTICLE IX

TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing:

(a) by the Company or Parent, if the transactions contemplated by this Agreement shall not have been consummated on or prior to [redacted] (such date, the "Outside Date") and the Party seeking to terminate this Agreement pursuant to this Section 9.1(a) shall not have (provided that if such Party is Parent, neither Parent nor Merger Sub shall have) breached in any material respect its obligations under this Agreement in any manner that shall have proximately caused the failure to consummate the transactions contemplated by this Agreement on or before the Outside Date; provided, however, that if, as of the Outside Date, the waiting period

applicable to the transactions contemplated by this Agreement under the HSR Act shall not have expired or otherwise been terminated pursuant to Section 7.1(g) or Section 7.2(e), or the approvals from Governmental Bodies pursuant to Section 7.1(h) or Section 7.2(f) shall not have been obtained, but all of the other conditions to the Closing shall have been satisfied or shall be capable of being satisfied, either Parent or the Company may, upon written notice to the other, extend the Outside Date to a date not later than [redacted], which date shall thereafter be deemed to be the Outside Date for purposes of this Agreement; provided, further, that if any Party brings any Action pursuant to Section 10.11 to enforce specifically the performance of the terms and provisions hereof, the Outside Date shall automatically be extended pursuant to Section 10.11;

(b) by mutual written consent of the Company and Parent;

(c) by the Company or Parent if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(d) by Parent, if there has been a violation or breach by the Company of any covenant, representation or warranty contained in this Agreement which if not cured, would cause a condition to the obligations of Parent and Merger Sub at the Closing not to be satisfied, and such violation or breach has not been waived by Parent or cured in all material respects by the Company within 45 days after receipt by the Company of written notice thereof from Parent; provided, however, that Parent may not terminate this Agreement pursuant to this Section 9.1(d) at any time during which Parent or Merger Sub is in breach of this Agreement such that the Company has the right to terminate this Agreement pursuant to Section 9.1(e);

(e) by the Company, if there has been a violation or breach by Parent or Merger Sub of any covenant, representation or warranty contained in this Agreement which if not cured, would cause a condition to the obligations of the Company at the Closing not to be satisfied, and such violation or breach has not been waived by the Company or cured in all material respects by Parent within 45 days after receipt by Parent of written notice thereof from the Company; provided, however, that the Company may not terminate this Agreement pursuant to this Section 9.1(e) at any time during which the Company is in breach of this Agreement such that Parent has the right to terminate this Agreement pursuant to Section 9.1(d); or

(f) by Parent, if the Stockholder Consent is not executed and delivered to Parent on or prior to the expiration of the Stockholder Consent Period.

9.2 Effect of Termination. In the event this Agreement is terminated by either Parent or the Company as provided in Section 9.1, the provisions of this Agreement shall immediately become void and of no further force and effect (other than the last two sentences of Section 6.7(a), this Section 9.2, and Article X hereof which shall survive the termination of this Agreement), and there shall be no liability on the part of Parent, Merger Sub, the Company, the Representative or the Securityholders to one another; provided that nothing herein shall relieve any Party from liability for any Willful Breach of this Agreement (it being acknowledged and agreed by the Parties that the failure to close the Merger by any Party that was otherwise obligated to do so under the terms of this Agreement shall be deemed to be a Willful Breach of this Agreement) or for Fraud. The Company shall be entitled to, on behalf of itself and the Stockholders, petition a court to award

damages in connection with any breach by Parent and/or Merger Sub of the terms and conditions set forth in this Agreement, and Parent agrees that the Company's right to seek damages shall not be limited to reimbursement of expenses or out-of-pocket costs, but shall include the right to seek damages in respect of the benefit of the bargain lost by the Stockholders (taking into consideration relevant matters, including other transaction or combination opportunities and the time value of money). No termination of this Agreement shall affect the obligations contained in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms. The terms of the Confidentiality Agreement shall continue to survive any termination of this Agreement in accordance with its terms.

ARTICLE X

MISCELLANEOUS

10.1 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated herein shall be issued or made by any Party without the joint approval of Parent and the Representative, except (a) such release or announcement as required by Law, in which case Parent and the Representative shall have the right to review such press release, announcement or communication prior to issuance, distribution or publication, (b) that any VH Company shall be permitted to make announcements from time to time to the respective employees, customers, suppliers and other business relations of the VH Companies and otherwise as the Company may reasonably determine is necessary to comply (or cause any other VH Company to comply) with applicable Law or the requirements of any Contract to which any VH Company is a party or is otherwise bound and (c) such release, announcement or communication as may be required by the rules and regulations of any national securities exchange or national securities quotation system. Notwithstanding the foregoing, information about the subject matter of this Agreement (other than transaction value and any other economic terms of the transactions contemplated herein) may be provided (i) by the VH Shareholder Parties in connection with fundraising, marketing, informational, transactional or reporting activities of investment funds managed or advised, directly or indirectly, by a VH Shareholder Party or any of its Affiliates, (ii) by the VH Shareholder Parties or Parent, as applicable, pursuant to any fiduciary or other duty owed under applicable Law or any Contract (including any organizational documents or partnership or similar agreements to which it is bound), and (iii) by Parent in satisfaction of its internal and statutory reporting requirements. Nothing contained herein shall limit or restrict the right of the Company, Parent, the Representative or any of their respective Affiliates in respect of any Action that may arise or be commenced between the Company, or any Securityholder, on the one hand, and Parent or any Affiliate thereof, on the other hand. Notwithstanding anything to the contrary in this Agreement (including in this Section 10.1), under no circumstances shall the Company, Parent or any of their controlled Affiliates or any of their respective representatives (including the Representative) issue any press release, public announcement or disclosure of any kind until the Stockholder Consent has been obtained and delivered to Parent.

10.2 Expenses. Except as otherwise expressly set forth herein, including this Section 10.2, whether or not the transactions contemplated hereby are consummated, all costs and expenses (including any brokerage commissions or any finder's or investment banker's fees and including attorneys' and accountants' fees) incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated

hereby and the consummation of the transactions contemplated hereby and thereby shall be paid by the Party incurring such expenses.

10.3 Submission to Exclusive Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

(a) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or to the extent such court declines jurisdiction, first to any federal court, or second to any state court, each located in Wilmington, Delaware, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any Action related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party to this Agreement in any Action by delivery of a copy thereof in accordance with the provisions of Section 10.7.

(c) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.3 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

10.4 Entire Agreement; Amendments and Waivers. This Agreement (including the Schedules and any Exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the Parties with respect to the subject matter hereof. Any provision of this Agreement or the Disclosure Schedules hereto may be amended or waived only in a writing signed (a) in the case of any amendment, by Parent, the Company (or the Surviving Company following the Closing) and the Representative and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder; provided, however, that after the receipt of the Stockholder Consent, no amendment to this Agreement shall be made which by Law requires further approval by the Stockholders of the Company without such further approval by such Stockholders. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any

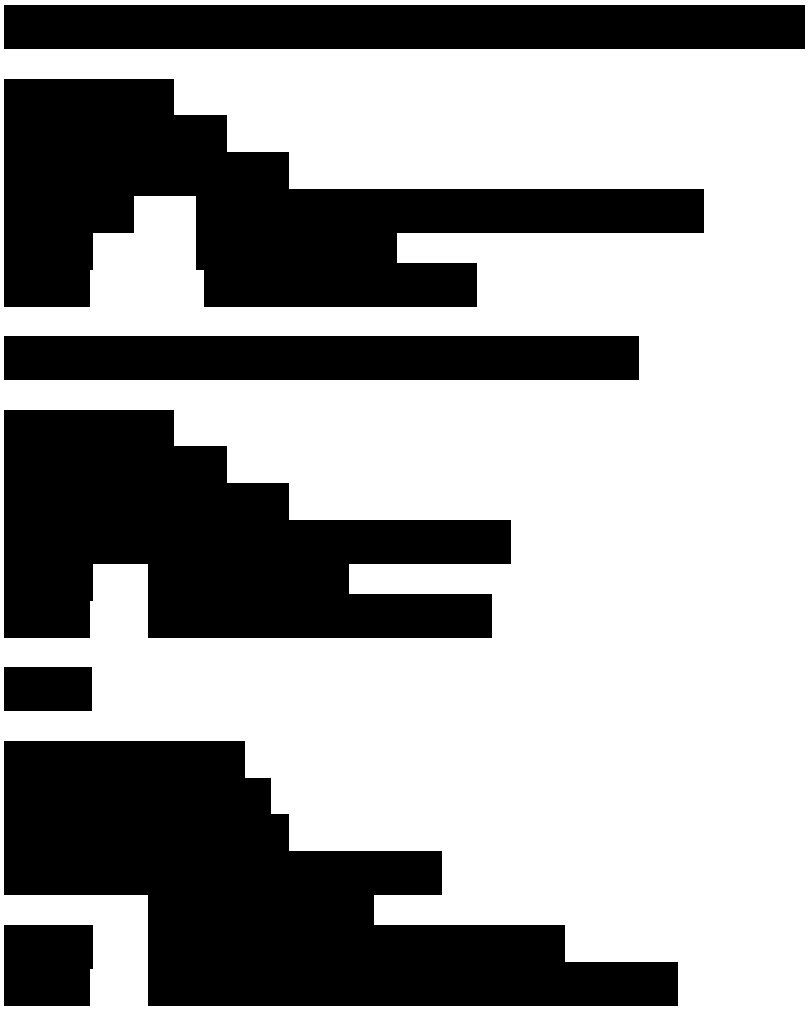
representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Furthermore, the Parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; all Parties specifically acknowledge that no Party has any special relationship with another Party that would justify any expectation beyond that of an ordinary buyer and an ordinary company in an arm's-length transaction.

10.5 Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement except: (a) the Representative shall have the right, but not the obligation, to enforce any rights of the Company under this Agreement and to enforce the rights of any Securityholder under Section 2.2(a), Section 2.3, Section 2.4, Section 2.5, Section 2.9, Section 2.10, Section 3.2(b), Section 3.2(c), Section 3.2(d) and Section 3.2(e); (b) the VH Shareholder Parties shall have the right to enforce their and their Affiliates' rights under Section 10.1 and Section 10.11; (c) the D&O Indemnified Persons shall have the right to enforce their respective rights under Section 6.5; and (d) Willkie shall have the right to enforce its rights under Section 10.12. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, other than Section 10.4, Section 10.11 and this Section 10.5, which will also be for the benefit of among others, the D&O Indemnified Persons, the Non-Recourse Parties, Centerbridge and its Affiliates and Willkie shall have the rights expressly provided to them in this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other Parties and any attempted assignment without the required consents shall be void; provided that Parent may, at any time and without the prior written consent of the other Parties, assign all or part of its rights and obligations under this Agreement to one or more Affiliates or to any of its or its Affiliates' lenders for collateral security purposes (provided, however, that such assignment shall not limit or affect Parent's or Merger Sub's obligations under this Agreement and the assignee executes and delivers to the Company a written undertaking agreeing to be bound by the terms of this Agreement). No assignment of any obligations hereunder shall relieve the Parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to such Party shall also apply to its assignee unless the context otherwise requires.

10.6 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits and Disclosure Schedules hereto, and all claims or disputes arising hereunder or thereunder in connection herewith or therewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any

other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

10.7 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted (except if not a Business Day then the next Business Day) via telecopy (or other facsimile device) or electronic mail to the number or email address, as applicable, set out below (provided that no "error" message or other notification of non-delivery is generated), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective Parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing by such Party:



10.8 Severability. Any term or provision of this Agreement that is held to be invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed; provided that the Parties intend

that the remedies and limitations thereon contained in Article IX are to be construed as an integral provision of this Agreement and that such remedies and limitations shall not be severable in any manner that increases a Party's liability or obligations hereunder.

10.9 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. In the event a subject matter is addressed in more than one representation and warranty, Parent will be entitled to rely only on the most specific representation and warranty addressing such matter. The inclusion of information in the Disclosure Schedules shall not be construed as, and shall not constitute, an admission or agreement that a violation, right of termination, default, liability or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material to any of the VH Companies. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Neither the specifications of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material. Further, neither the specification of any item or matter in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to imply that such item or matter, or other items or matters, are or are not in the Ordinary Course of Business.

10.10 No Recourse or Personal Liability. Notwithstanding any provision of this Agreement or otherwise, the Parties agree on their own behalf and on behalf of their respective Subsidiaries and Affiliates that this Agreement may only be enforced against, and any Action, suit or claim for breach of this Agreement may only be made against, the Parties to this Agreement, and no Non-Recourse Party of a Party shall have any liability relating to this Agreement or any of the transactions contemplated herein (except under any separate agreement or document between any such Person and Parent that contemplates survival following the Closing (to the extent provided therein)). Notwithstanding anything to the contrary set forth herein (including any survival periods, limitations on remedies, disclaimers of reliance or omissions or any similar limitations or disclaimers), nothing in this Agreement (or elsewhere) shall limit or restrict, or be used as a defense against, any Party's rights or abilities to maintain or recover any amounts in connection with any action or claim based upon or arising from Fraud.

10.11 Remedies.

(a) Each of the Parties acknowledges that the rights of each Party to consummate the transactions contemplated hereby are unique and recognizes and affirms that in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Party may have no adequate remedy at Law. The Parties further agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to, but not in lieu of, any other remedies that may be available upon the breach of any such covenants or agreements (including monetary damages and remedies), prior to

the valid termination of this Agreement pursuant to Section 9.1, each Party shall have the right to injunctive relief to restrain a breach or threatened breach of, or otherwise to specific performance of, the other Parties' covenants and agreements contained in this Agreement. Each of the Parties agrees that it shall not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement, and hereby waives (x) any defenses in any Action for an injunction, specific performance or other equitable relief, including the defense that the other Parties have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity, and (y) any requirement under Law to post a bond, undertaking or other security as a prerequisite to obtaining equitable relief.

(b) The Parties further agree that (i) by seeking any remedy provided for in this Section 10.11, a Party shall not in any respect waive its right to seek any other form of relief that may be available to such Party under this Agreement and (ii) nothing contained in this Section 10.11 shall require any Party to institute any action for (or limit such Party's right to institute any action for) specific performance under this Section 10.11 before exercising any other right under this Agreement.

(c) To the extent any VH Company brings any Action or other proceeding, in each case, before any Governmental Body to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date shall automatically be extended by (i) the amount of time during which such Action, claim, complaint or other proceeding is pending, plus 20 Business Days, or (ii) such other time period established by the court presiding over such Action or other proceeding.

10.12 Waiver of Conflicts; Privileged Communications. Recognizing that Willkie Farr & Gallagher LLP ("Willkie") has acted as legal counsel to certain of the Securityholders (including Centerbridge and its Affiliates) and the VH Companies and their Affiliates prior to the Closing, and that Willkie intends to act as legal counsel to certain of the Securityholders (including Centerbridge and its Affiliates) after the Closing, each of Parent and the Surviving Company (including on behalf of the VH Companies) hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with Willkie representing any of the Securityholders (including Centerbridge and its Affiliates) and/or its Affiliates after the Closing as such representation may relate to Parent, any VH Company or the transactions contemplated herein. In addition, all communications involving attorney-client confidences between any Securityholder (including Centerbridge and its Affiliates) and its Affiliates in the course of the negotiation, documentation and consummation of the transactions contemplated hereby shall be deemed to be attorney-client confidences that belong solely to such Securityholder and its Affiliates (and not the VH Companies). Accordingly, the VH Companies shall not have access to any such communications, or to the files of Willkie relating to such engagement, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) the applicable Securityholders and their Affiliates (and not the VH Companies) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the VH Companies or the Surviving Company shall be a holder thereof, (ii) to the extent that files of Willkie in respect of such engagement constitute property of the client, only the applicable Securityholders and their Affiliates (and not the VH Companies) shall hold such property rights and (iii) Willkie shall have no duty whatsoever to reveal or disclose any such

attorney-client communications or files to any of the VH Companies by reason of any attorney-client relationship between Willkie and any of the VH Companies or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between Parent or any of the VH Companies and a third party (other than a Party or any of its Affiliates) after the Closing, the Surviving Company (including on behalf of the VH Companies) may assert the attorney-client privilege to prevent disclosure of confidential communications by Willkie to such third party; provided, however, that neither the Surviving Company nor any of the other VH Companies may waive such privilege without the prior written consent of the Representative, on behalf of the Securityholders.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or PDF file, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.14 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.15 Conflict Between Transaction Documents. The Parties agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement, document or instrument contemplated hereby, this Agreement will govern and control.

10.16 Deliveries to Parent. Any document or item will be deemed "delivered", "provided" or "made available" within the meaning of this Agreement if such document or item is (a) deposited in the Electronic Data Room prior to the execution hereof and from the date of deposit until the execution hereof remains posted in the Electronic Data Room at all times, (b) actually physically delivered or provided to Parent or any of its representatives prior to the execution hereof or (c) made available upon request, including at any of the VH Companies' offices.

**** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ****

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

Company: **VERSANT HEALTH, INC.**

By: Kirk Rothrock

Name: Kirk Rothrock

Title: Chief Executive Officer

Parent:

METLIFE, INC.

By: _____
Name: Adam Hodes
Title: Executive Vice President,
Corporate Development,
Mergers & Acquisitions of MetLife Group, Inc.
Authorized Representative on behalf of MetLife, Inc.

Merger Sub:

VERANDA MERGER SUB INC.

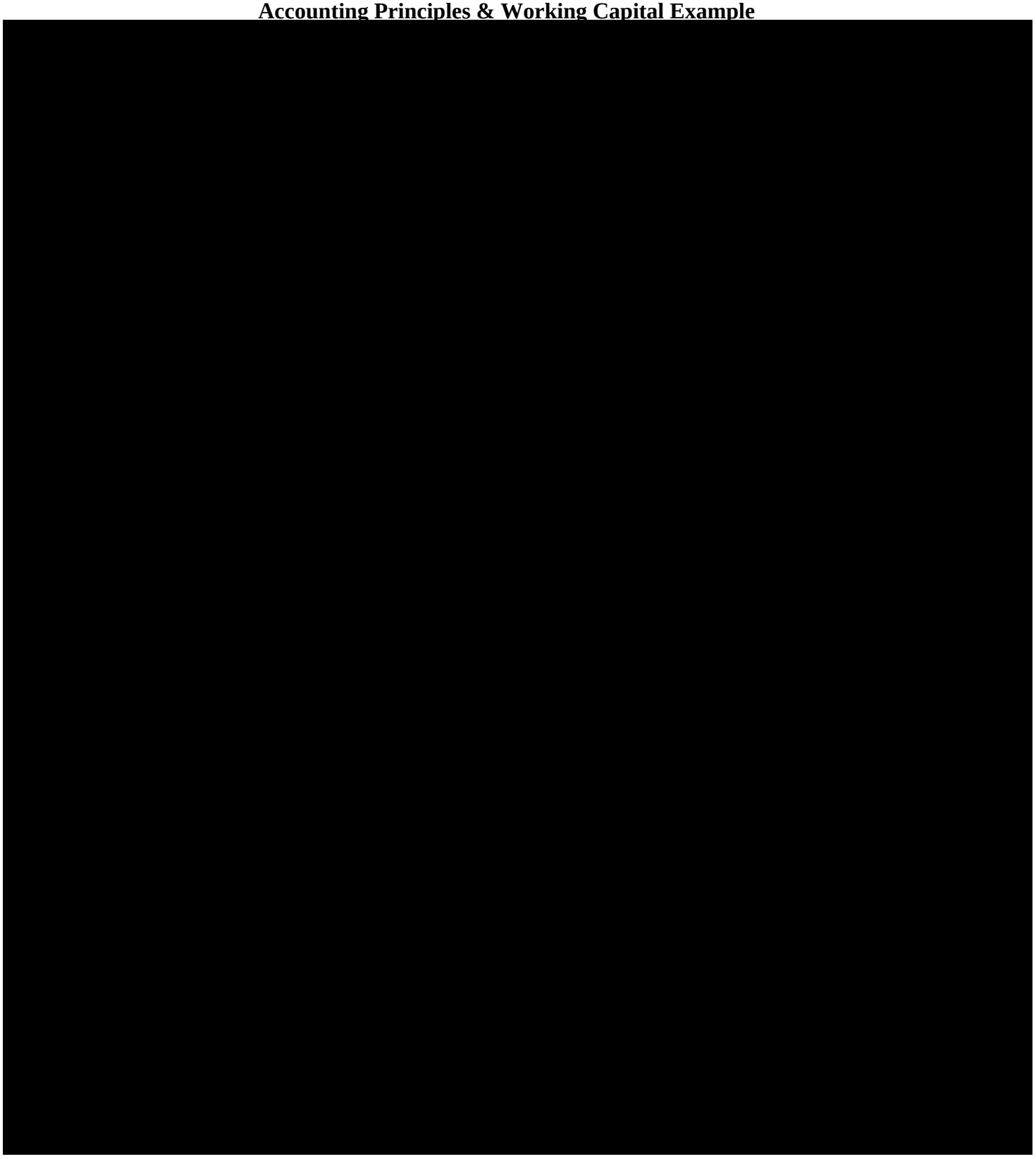
By: _____
Name: Adam Hodes
Title: Chief Executive Officer

Representative:

CENTERBRIDGE ADVISORS FUND II, LLC
solely in its capacity as the Representative

By: _____
Name: Daniel Osnoss
Title: Authorized Signatory

EXHIBIT A
Accounting Principles & Working Capital Example



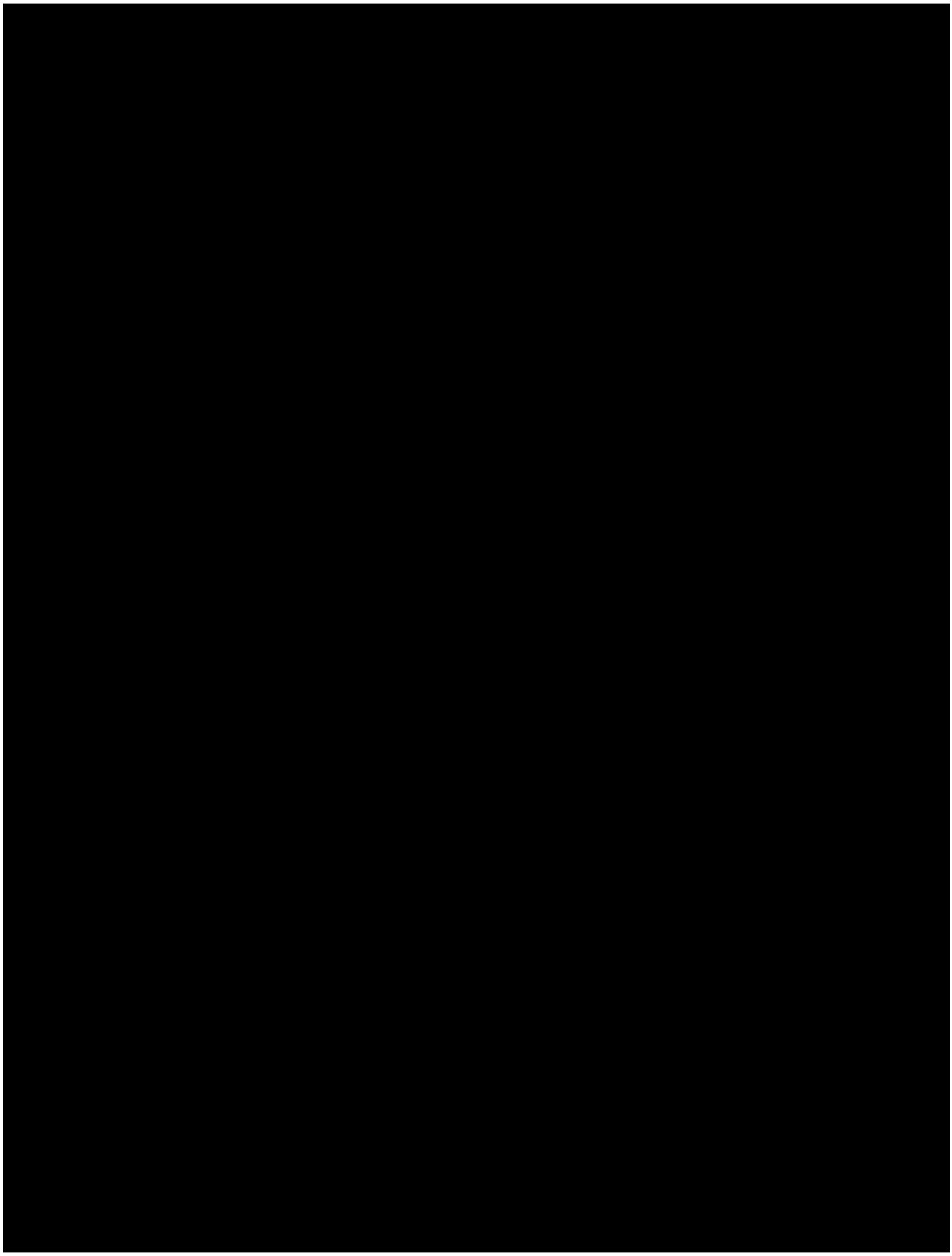


Exhibit A – 2

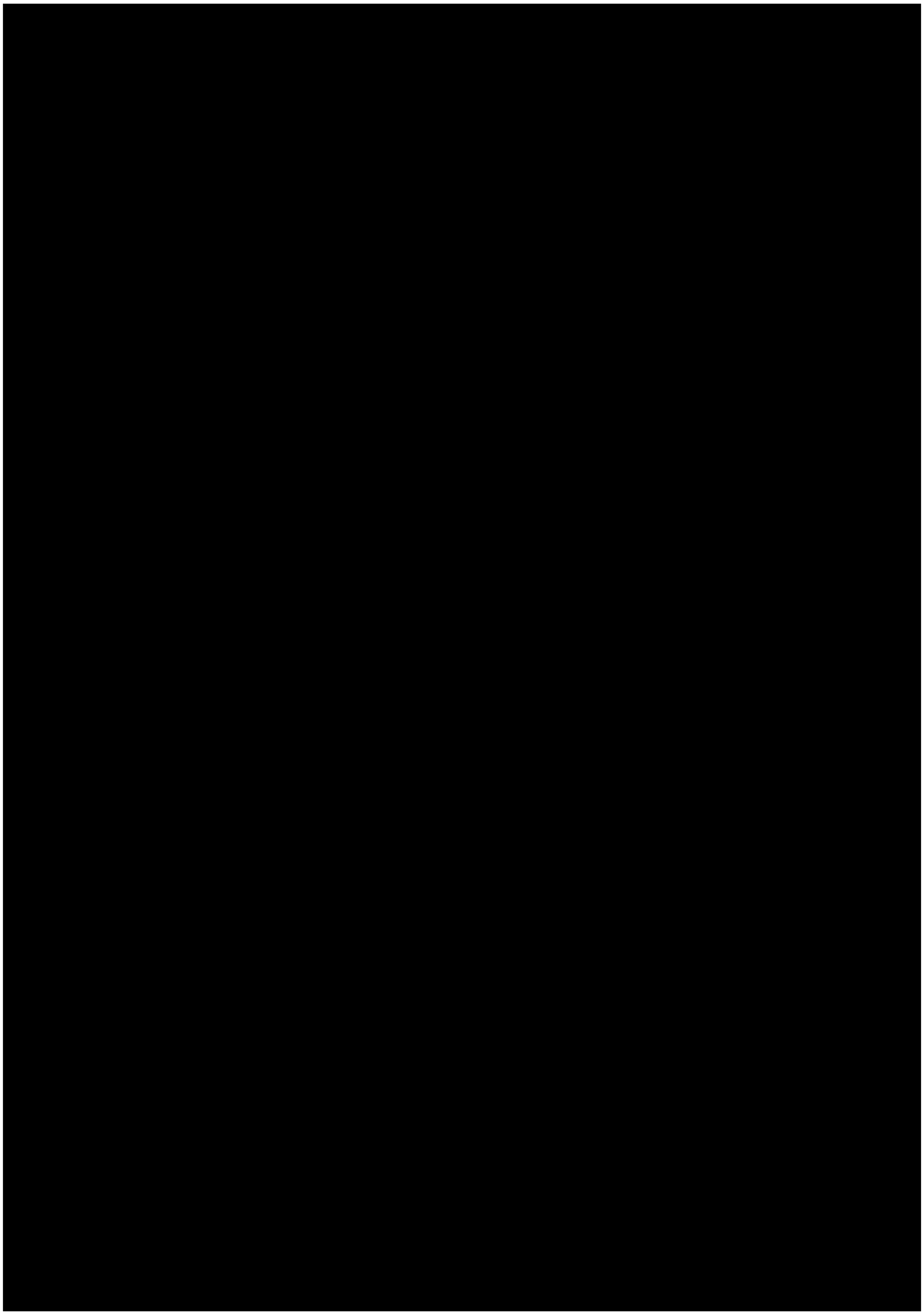
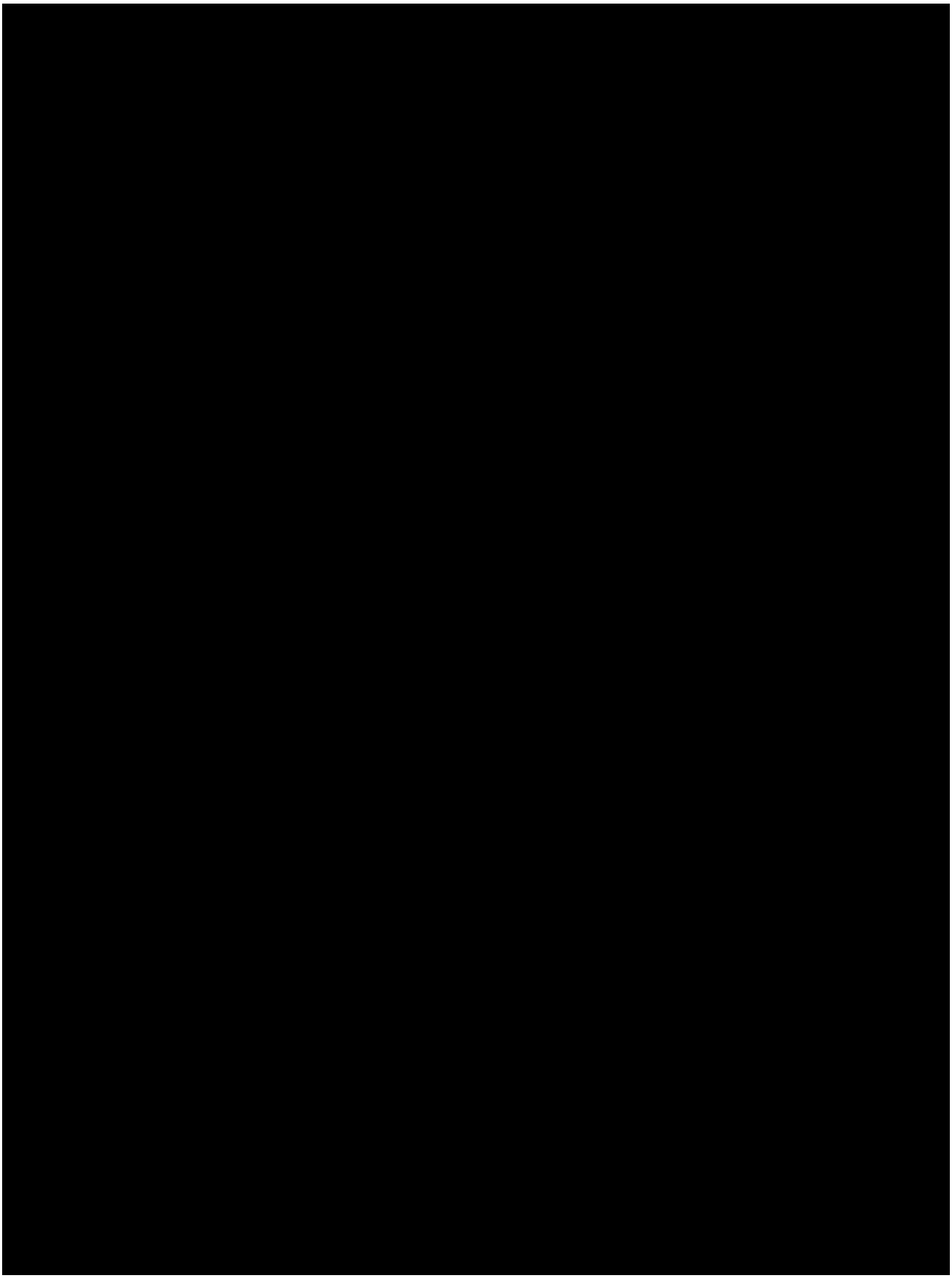


Exhibit A – 3



Sample Calculation of Net Working Capital

Sample Calculation of Net Working Capital

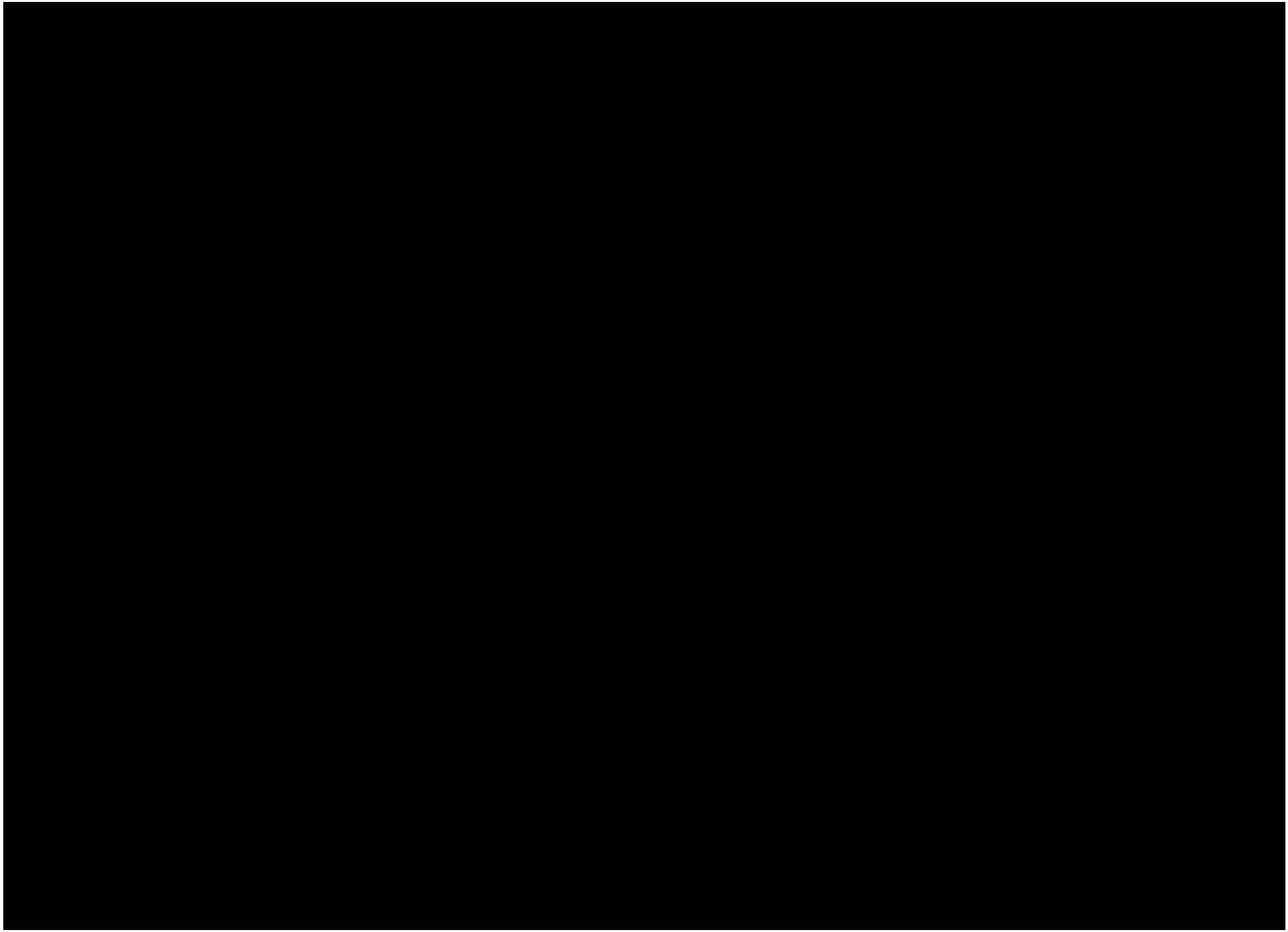


EXHIBIT B
SAP Accounting Principles

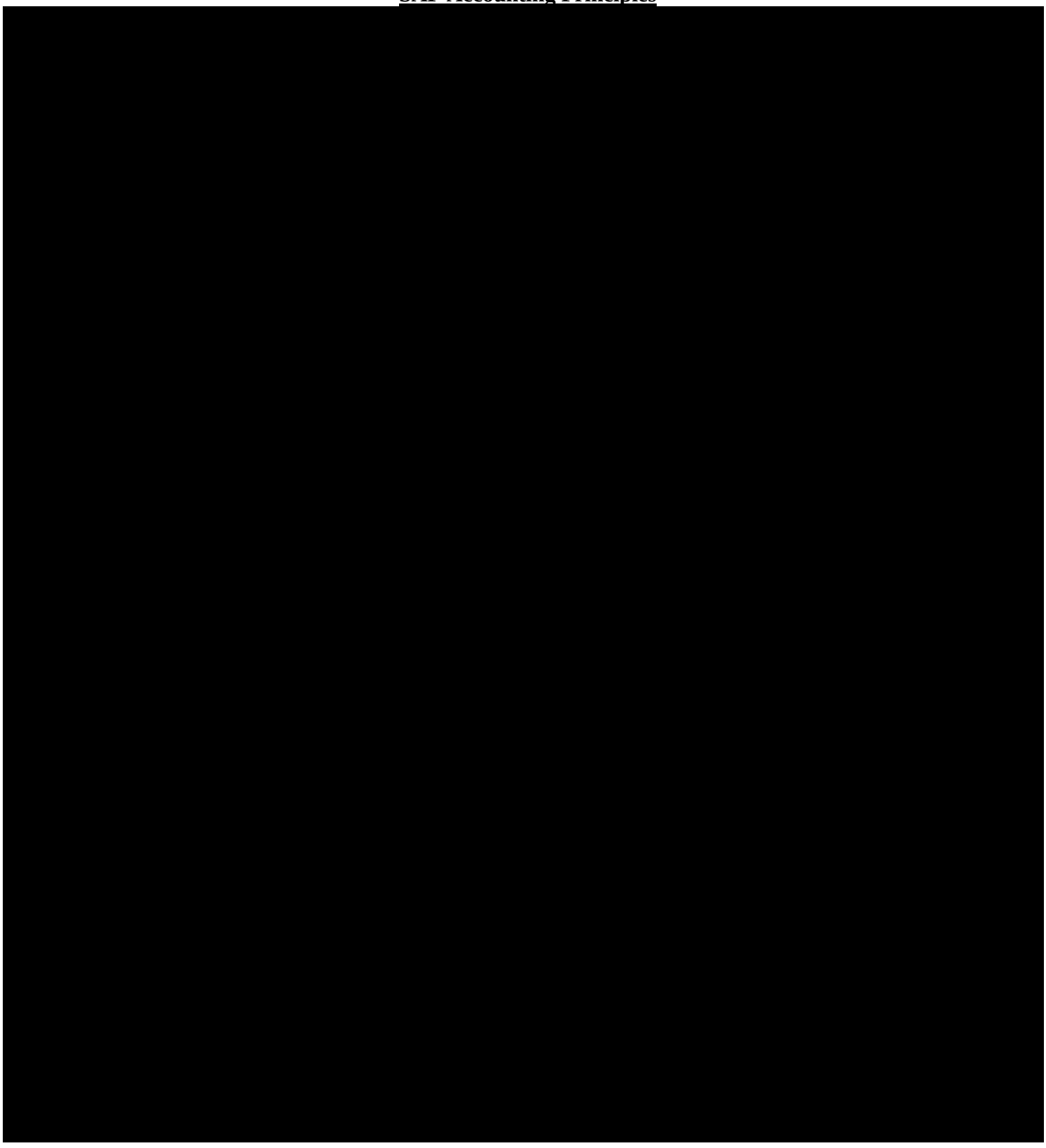


EXHIBIT C
Indicative Statement - Transaction Expense Tax Deductions

Exhibit C

Indicative Statement of Transaction Expense Tax Deductions

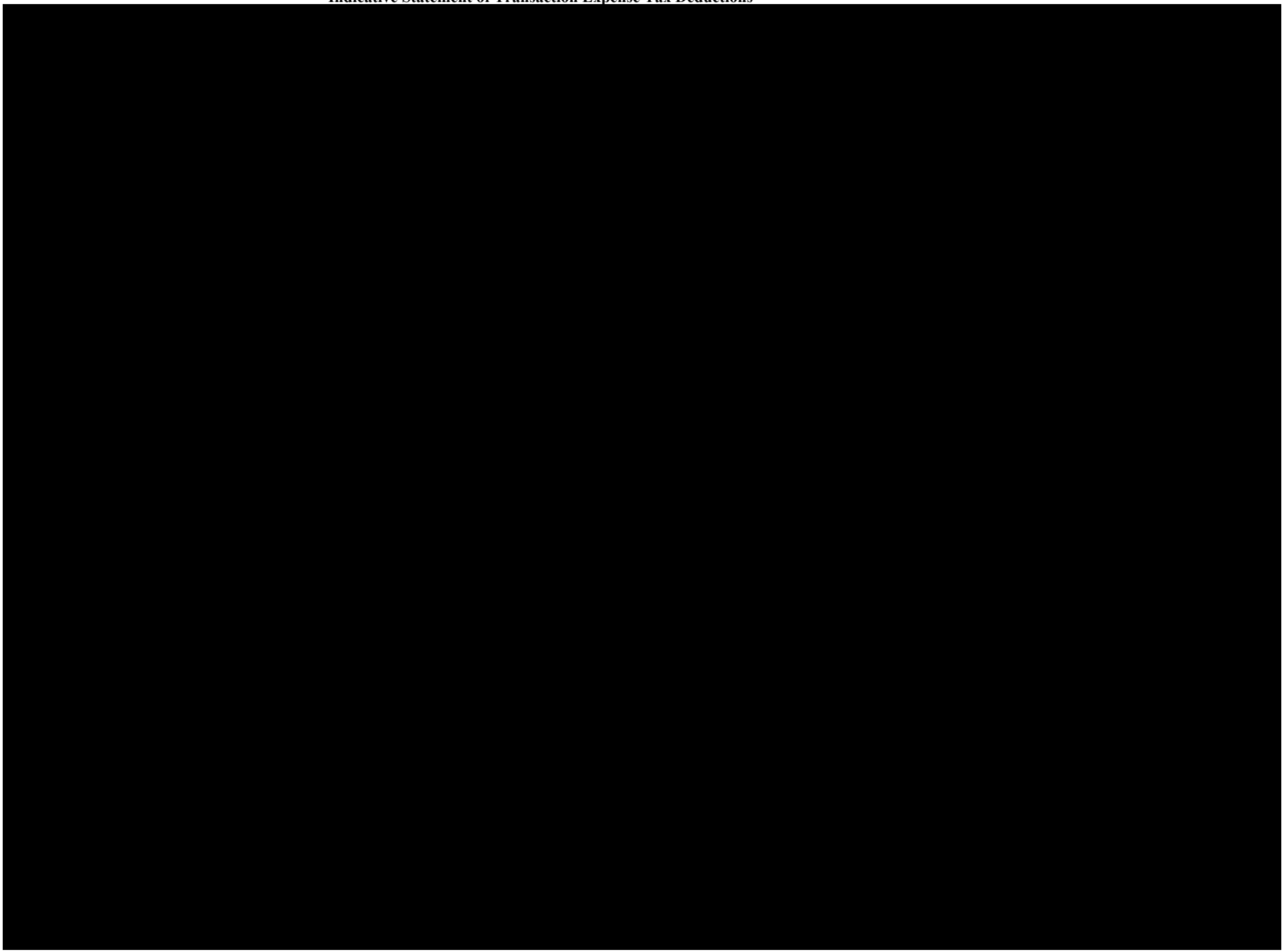


Exhibit D

Surplus Amount Example

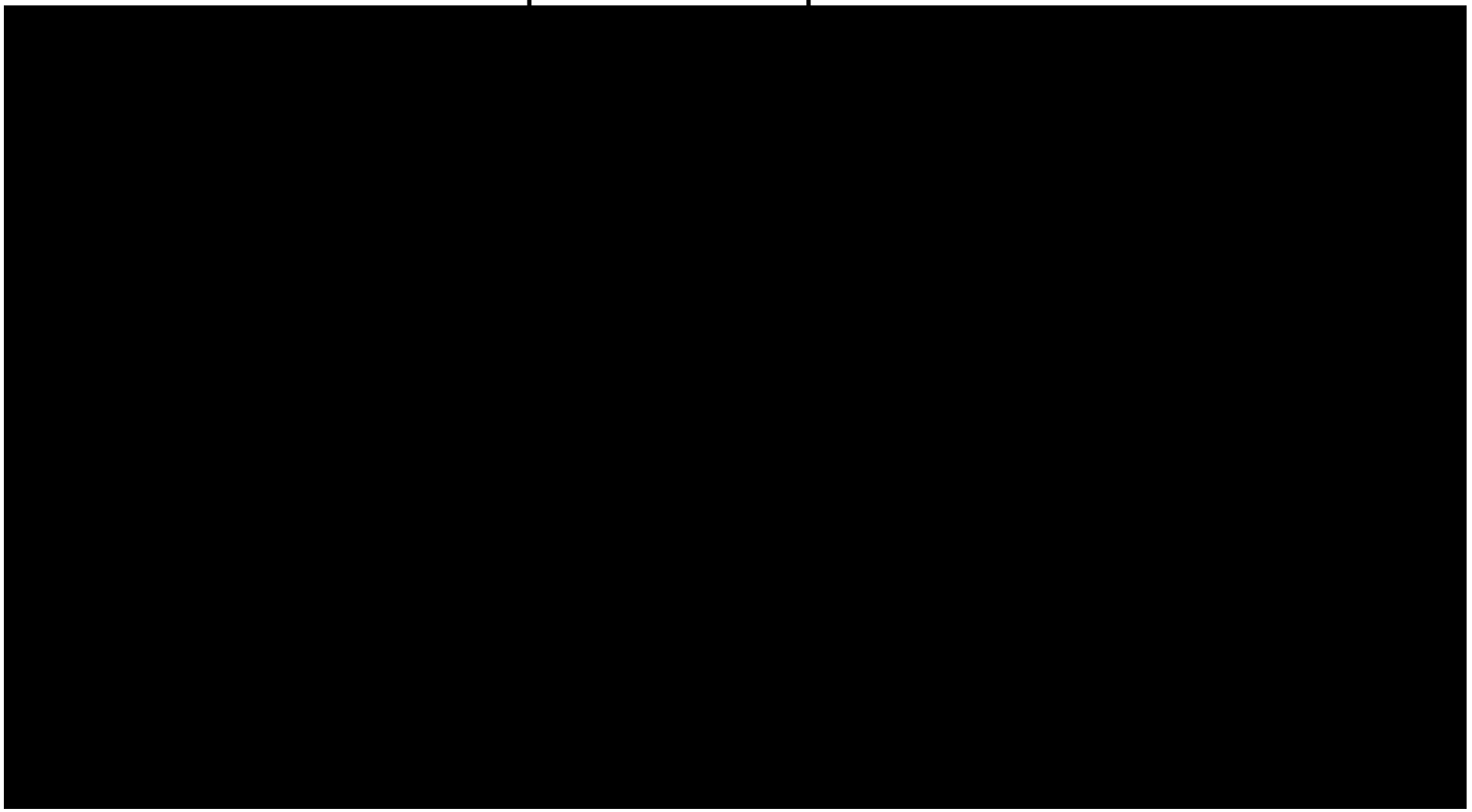


EXHIBIT E

FORM OF

LETTER OF TRANSMITTAL

with respect to the capital stock of

Versant Health, Inc.

Ladies and Gentlemen:

You are receiving this letter of transmittal (this "Letter of Transmittal") in connection with the merger (the "Merger") of, Veranda Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of MetLife, Inc., a Delaware corporation ("Parent") ("Merger Sub"), with and into, Versant Health, Inc., a Delaware corporation (the "Company"), pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of [●], 2020, by and among the Company, Merger Sub, Parent, and Centerbridge Advisors Fund II, LLC, a Delaware limited liability company, solely in its capacity as the representative for the Securityholders (the "Representative"). Capitalized terms used in this Letter of Transmittal and not defined herein shall have the meanings assigned to them in the Merger Agreement, a copy of which is included among the materials distributed to you in connection with this Letter of Transmittal.

Pursuant to the Merger Agreement, at the Effective Time, each issued and outstanding share of the Company's Common Stock (other than Excluded Shares and Dissenting Shares) (collectively, the "Company Stock") shall cease to exist and be converted automatically into the right to receive, subject to the terms of the Merger Agreement, an amount in cash equal to the sum of (i) the Per Share Closing Merger Consideration and (ii) the Per Share Additional Merger Consideration (the "Per Share Company Stock Merger Consideration," and the aggregate consideration to which holders of Common Stock become entitled to pursuant to Section 2.2(a) of the Merger Agreement is referred to herein as the "Company Stock Merger Consideration"), payable in respect of such shares of Company Stock, upon the delivery of a duly executed and completed letter of transmittal, along with all other certificates, affidavits and documents required to be delivered hereunder, to the Paying Agent, by the holder of such shares of Company Stock, pursuant to Section 2.4 of the Merger Agreement and as otherwise set forth in the Merger Agreement (payable without interest).

Upon fully completing, signing and returning this Letter of Transmittal, you will be surrendering shares of Company Stock in exchange for the right to receive in respect of each share of Company Stock so surrendered a payment equal to the Per Share Company Stock Merger Consideration, less applicable withholding taxes, if any.

You understand that surrender of your shares of Company Stock must be made in accordance with the instructions contained in this Letter of Transmittal, and you will not receive Company Stock Merger Consideration payments unless and until you deliver to the Paying Agent:

(i) this Letter of Transmittal, duly executed and completed;

(ii) to the extent certificated, the original stock certificate(s) representing such Company Stock or a properly completed, duly executed and notarized lost certificate affidavit with respect to such Company Stock; and

(iii) a completed and executed Internal Revenue Service Form W-9 if you are a U.S. Stockholder for U.S. federal income tax purposes or a completed and executed appropriate Internal Revenue Service Form W-8 (and all required attachments) if you are a non-U.S. Stockholder for such purposes.

You understand that payment of the applicable portion of the Closing Merger Consideration will be made as promptly as practicable after the receipt by the Paying Agent of a properly completed and duly executed copy of this Letter of Transmittal and related attachments and, to the extent applicable, the applicable stock certificate(s) or lost certificate affidavit. You also acknowledge that, in addition to potentially delaying payment of the applicable portion of the Company Stock Merger Consideration, a failure to provide the duly completed and executed Internal Revenue Service Forms described above may also subject payments to backup withholding under applicable U.S. tax laws.

To the extent you are a party to or otherwise bound by the Amended and Restated Stockholders Agreement, dated as of December 1, 2017, by and among the Company, the Stockholders (as defined therein), the Majority Centerbridge Holders (as defined therein) and the other parties signatory thereto (as amended from time to time, the "Stockholders Agreement"), by executing and delivering this Letter of Transmittal, you acknowledge and agree that: (a) on [●], 2020, the board of directors of the Company and the Majority Centerbridge Holders have approved and adopted the Merger Agreement and the transactions contemplated thereby, including the Merger (collectively, the "Transactions"), pursuant to which Merger Sub will merge with and into the Company, and, accordingly, the Transactions constitute an Approved Sale (as defined in the Stockholders Agreement); (b) you have been provided information regarding the proposed consideration per share with respect to the shares of Company Stock, the terms of payment and other material terms and conditions of the Transactions, and you hereby confirm that, subject to the consummation of the Transactions in accordance with the Merger Agreement and any other agreements or instruments to be executed and/or delivered in connection therewith, all conditions with respect to an Approved Sale set forth in Section 3 of the Stockholders Agreement have been satisfied or, to the extent not satisfied, are hereby waived; (c) in compliance with the Section 3 of the Stockholders Agreement, you agree to execute and deliver such instruments of conveyance and transfer and take such other action as may be reasonably required in good faith by the Majority Centerbridge Holders, the Representative or the Company in order to carry out the terms and provisions of Section 3 of the Stockholders Agreement and to waive any dissenters' rights, appraisal rights or similar rights that you may have under applicable law; and (d) you are irrevocably bound by the terms of the Stockholders Agreement and, in accordance with Section 3 thereof, are required to execute and deliver this Letter of Transmittal.

By signing and returning this Letter of Transmittal, you acknowledge receipt of a copy of the Merger Agreement, including all exhibits attached thereto. You hereby acknowledge and agree that you have (a) reviewed (i) this Letter of Transmittal and all terms and conditions contained herein and the instructions provided in connection herewith and (ii) the Merger Agreement (including all exhibits attached thereto) and the terms of the Merger described therein and (b) had an opportunity to consult with, and have relied solely upon the advice (if any) of, your legal, financial, accounting and/or tax advisors with respect to this Letter of Transmittal, the Merger Agreement and the transactions described herein and therein, in each case to the extent you have deemed necessary. You hereby acknowledge and agree that you have not been advised or directed by Parent, Merger Sub, the Company, the Surviving Company, any Securityholder, the Representative or their respective legal counsel or other advisors or representatives in respect of any such matters and that you have not relied on any such parties in connection with this Letter of Transmittal, the Merger Agreement or the transactions contemplated hereby or thereby, including the Merger.

By signing and returning this Letter of Transmittal, you acknowledge and agree (i) that pursuant to, and as more fully described in, the Merger Agreement, an amount in cash equal to $[●] will be deposited by Parent into the Escrow Account, (ii) that you have appointed (and you hereby agree and consent to such

appointment of) the Representative, including as your attorney in fact, agent and representative for and on your behalf with respect to all matters contemplated hereby and by the Merger Agreement, and consent to the taking by the Representative of any and all actions and the making of any decisions required or permitted to be taken by the Representative under or contemplated by the Merger Agreement and the other documents contemplated thereby, (iii) that you hereby, and in connection with the transactions contemplated by the Merger Agreement and any Company Documents, including the Escrow Agreement and the Paying Agent Agreement, indemnify, defend and hold harmless the Representative against any and all losses, Liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs or expenses (including the reasonable fees and expenses of counsel and experts and their staffs and all documented and out-of-pocket expense of document location, duplication and shipment) (collectively, "Representative Losses") arising out of or in connection with the Representative's execution and performance of this Agreement, any Company Documents, including the Escrow Agreement and the Paying Agent Agreement, and any agreements ancillary hereto or thereto, in each case as such Representative Loss is suffered or incurred, (iv) that the appointment of the Representative is an agency coupled with an interest and is irrevocable and any action taken by the Representative pursuant to the authority granted by you, including as set forth in this Letter of Transmittal, shall be effective and absolutely binding on you notwithstanding any contrary action of or direction from you, (v) your death or incapacity, or dissolution or other termination of existence shall not terminate the authority and agency of the Representative and (vi) Parent, Merger Sub and any other party to any agreement related to the Merger Agreement, in dealing with the Representative, may conclusively rely, without inquiry, upon any act of the Representative as the act of yours. For the avoidance of doubt, any compromise or settlement of any matter by the Representative pursuant to Sections 2.10 and 2.12 of the Merger Agreement shall be binding upon, and fully enforceable against, you if the Representative had authority to take such action.

By signing and returning this Letter of Transmittal, you acknowledge and agree that the parties to the Merger Agreement may make revisions to the Merger Agreement before the Effective Time in accordance with the provisions of the Merger Agreement and that all authority herein conferred shall survive your death or incapacity and all your obligations hereunder shall be binding upon your successors and assigns. Submission of this Letter of Transmittal is irrevocable.

By signing and returning this Letter of Transmittal, you represent and warrant to Parent and Merger Sub that (a) you are the record owner and, if you are an individual, beneficial owner of, and have good and valid title to, such Company Stock that you are surrendering for payment hereunder, (b) such Company Stock is free and clear of all Liens (other than restrictions on transfer imposed by applicable securities Laws), (c) you do not own any shares of Company Stock other than those being surrendered in connection herewith, (d) you do not own any options, warrants, convertible securities or any other similar rights, agreements, arrangements or commitments relating to such Company Stock (other than such Options that shall be cancelled at the Effective Time and converted into the right to receive the Option Consideration, in accordance with Section 2.3 of the Merger Agreement), (e) you are not party to any voting or similar agreements (except the Stockholders Agreement) with respect to such Company Stock, (f) you have full and exclusive right, and full and exclusive authority or full legal capacity, as applicable, to execute and deliver this Letter of Transmittal, to perform your obligations hereunder, to make the representations and warranties set forth herein and to submit, sell, assign and deliver for surrender and cancellation such Company Stock free and clear of all Liens and without restriction (other than restrictions under securities or insurance laws or the Stockholders Agreement), (g) this Letter of Transmittal has been duly and validly executed and delivered by you and constitutes a binding obligation of yours, enforceable against you in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies, (h) the execution and delivery of this Letter of Transmittal, the performance by you of your obligations hereunder and the compliance by you with any of the provisions hereof will not, if you are not a natural person, violate or conflict with your certificate of incorporation, bylaws, certificate

of formation, limited partnership agreement, limited liability company agreement, trust agreement or similar formation, governing or organizational documents, or violate or conflict with any Order affecting you or the Company Stock being surrendered in connection herewith or, and (i) you do not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by the Merger Agreement for which the Company, the Surviving Company, Parent, Merger Sub or the Paying Agent would become liable or obligated.

You hereby (i) forever and irrevocably waive, and agree not to assert or perfect, any appraisal, dissenters' or any similar rights available to you under Section 262 of the Delaware General Corporation Law ("DGCL") or any other Law, Contract or otherwise with respect to all of the Company Stock owned by you, whether or not you have previously made a written demand upon the Company and otherwise complied with the appraisal rights provisions of the DGCL or other such Law, (ii) confirm that you have no objections to the Merger Agreement and/or hereby withdraw any demands for appraisal with respect to Company Stock owned by you, and (iii) agree that other than the right to receive the payments to which you are entitled pursuant to the Merger Agreement upon compliance with the instructions contained in this Letter of Transmittal, you shall have no further rights arising out of or relating to any shares of Company Stock that you owned immediately prior to the Effective Time and, upon consummation of the Merger, such shares of Company Stock shall be automatically cancelled without any further action required on your part. YOU HAVE CONSIDERED THE IMPLICATIONS OF THE WAIVER OF YOUR APPRAISAL RIGHTS AS DESCRIBED IN THIS PARAGRAPH AND MAKE THIS WAIVER VOLUNTARILY.

You hereby accept the applicable portion of the Company Stock Merger Consideration in respect of your Company Stock and you acknowledge and agree that (i) such amount satisfies all obligations to you under applicable Law, the organizational documents of the Company, and any Contract arrangement or understanding between you and the Company and/or any representative of the Company, and any other Contract, pertaining to the Company Stock, (ii) such amount accurately reflects the portion of the Company Stock Merger Consideration which you are entitled to receive pursuant to, and in accordance with, the terms of the Merger Agreement, applicable Law, the organizational documents of the Company, and any Contract, arrangement or understanding between you and the Company and/or any representative of the Company, and any other Contract, pertaining to the Company Stock, and (iii) in accepting such amount, the Company, the Surviving Company, Parent, Merger Sub, the Paying Agent, any Securityholder, the Representative and their respective representatives shall be deemed to have satisfied all obligations to make any and all payments with respect to such Company Stock and shall have no further obligations to you with respect to the payment of any portion of the Company Stock Merger Consideration, in each case, except as expressly set forth in the Merger Agreement (and you expressly waive any and all claims to the contrary). By accepting the applicable portion of the Company Stock Merger Consideration in respect of your Company Stock, you hereby waive any and all rights related to your ownership of any Company Stock at any time prior to the Effective Time, including, without limitation, any voting rights, liquidation rights, rollover, purchase or redemption rights, payment rights, registration rights, dissenters' or appraisal rights, preemptive rights, option or put rights, rights of first refusal, consent rights regarding a change of control of the Company or similar preferences, whether arising pursuant to any organizational documents of the Company, by Contract or by operation of Law. You further waive any and all rights that you may have to acquire additional Company Stock pursuant to any stock option agreement, warrant or otherwise.

If the Paying Agent determines reasonably and in good faith that any letter of transmittal or related attachment has not been properly completed or executed, the Paying Agent may reject such letter of transmittal or related attachments and provide notice thereof to you. Securityholders entitled to payment may be contacted directly by the Paying Agent and requested to provide any missing or incomplete information. If there are any discrepancies between (a) the number of shares of Company Stock that any letter of transmittal, or other supporting document may indicate are owned by a Securityholder and (b) the number of shares of Company Stock that the Company's records indicate such Securityholder owned of

record, the Paying Agent will work with the Representative to determine in good faith the number of shares, if any, it is authorized to accept for payment and will continue to hold any other documents surrendered in connection therewith until accepted or returned to you. In addition, if you request that any payment hereunder be made to any Person(s) other than the record owner of the relevant Company Stock, you agree to bear and pay any stock transfer taxes and other similar taxes resulting from such request.

You hereby, for yourself, and on behalf of your respective Affiliates (other than the VH Companies), successors and assigns (each, a "Securityholder Releasor"), fully and unconditionally release, acquit and forever discharge each VH Company and its respective Affiliates, and their respective Affiliates' former, current and future equityholders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equityholder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing) (each a "VH Company Releasee") from any and all manner of actions, causes of Actions, obligations, damages, judgments, debts, dues and suits of every kind, whether known or unknown, whether at Law or in equity, solely to the extent arising out of or relating to your ownership of Company Stock or of any other interest in the VH Companies prior to the Closing (collectively, "Securityholder Released Claims"); provided that nothing in this paragraph (this "Release") shall release, acquit, discharge or otherwise affect, and the term "Securityholder Released Claims" shall not include, in any respect, the rights or obligations of the Company or any Securityholder under the Merger Agreement (including payment of the Closing Merger Consideration, the Final Merger Consideration or any other amounts under the Merger Agreement) or of any Securityholder Releasor relating to any written Contract pursuant to which such Securityholder Releasor has a commercial relationship with any VH Company or of any Securityholder Releasor who is a natural person relating to any employment relationship of such Securityholder Releasor with the VH Companies or with respect to any written Contract pursuant to which a Securityholder Releasor is a customer of a VH Company. You, on your own behalf and on the behalf of each Securityholder Releasor, agree not to assert any Securityholder Released Claim against the VH Company Releasees. You, on your own behalf and on behalf of each Securityholder Releasor, understand and expressly waive any and all provisions, rights and benefits conferred by any Law of any state or territory of the United States or any other domestic of foreign jurisdiction, or principle of common law, which is substantially similar or equivalent to California Civil Code § 1542. You, on your own behalf and on behalf of each Securityholder Releasor, hereby represent and warrant that you have not heretofore assigned, subrogated or transferred, or purported to assign, subrogate, or transfer to any Person whatsoever any Securityholder Released Claims hereinabove released. You, on your own behalf and on behalf of each Securityholder Releasor, hereby represent and warrant that, in providing this Release, you do so with full knowledge of any and all rights that you may have with respect to the matters set forth in this Release and the Securityholder Released Claims released hereby, that you have had the opportunity to seek, and have been advised to seek, independent legal advice with respect to the matters set forth herein and the Securityholder Released Claims released hereby and with respect to the rights and asserted rights arising out of such matters, and that you are providing such release of your own free will. With respect to any and all Securityholder Released Claims, you, on your own behalf and on behalf of each Securityholder Releasor, stipulate and agree that you shall have expressly waived the provisions, rights and benefits of California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

From and after the Closing, you agree to, and to cause your Affiliates to, and will instruct your representatives to, maintain in confidence any written, oral or other information relating to the VH Companies, to Parent or its Affiliates, or to their respective businesses obtained prior to the Closing Date; provided that the foregoing shall not apply to the extent that (i) any such information is or becomes generally

available to the public other than as a result of disclosure by Parent, the Company (after the Closing Date) or any of their respective Affiliates or representatives, (ii) any such information is required by applicable Law, Order or a Governmental Body to be disclosed (provided that, to the extent permitted by Law or Governmental Body and reasonably practicable, you agree to notify Parent and the Representative prior to such disclosure), (iii) any such information is reasonably necessary to be disclosed in connection with any Action, (iv) any such information was or becomes available to you (or your Affiliates or representatives) on a non-confidential basis and from a source (other than you or your Affiliates or representatives) that is not bound by a confidentiality agreement with respect to such information or (v) any such information permitted to be disclosed pursuant to Section 10.1(c) of the Merger Agreement.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Letter of Transmittal, and all claims or disputes arising hereunder in connection herewith or therewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

You hereby irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or to the extent such court declines jurisdiction, first to any federal court, or second to any state court, each located in Wilmington, Delaware, over any dispute arising out of or relating to the Merger Agreement, the agreements related thereto, this Letter of Transmittal or any of the transactions contemplated hereby and you hereby irrevocably agree that all claims in respect of such dispute or any Action related thereto may be heard and determined in such courts. You hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which you may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. You agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

To the extent not prohibited by applicable Law that cannot be waived, you hereby waive, and covenant that you will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action or cause of action arising in whole or in part under, related to, based on or in connection with the Merger Agreement, the agreements related thereto, this Letter of Transmittal or any of the transactions contemplated hereby or the subject matter hereof or thereof, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. You agree that any Party may file an original counterpart or a copy of this paragraph and the immediately preceding paragraph with any court as written evidence of your consent to the waiver of your right to trial by jury.

Parent, the Representative and the Company shall be entitled to seek and obtain an injunction, specific performance and other equitable relief to prevent breaches of this Letter of Transmittal by you and to enforce specifically the terms and provisions hereof.

All authority herein conferred will survive your death or incapacity, and your representations, warranties, agreements and obligations hereunder will be binding upon your heirs, personal representatives, executors, administrators, successors, assigns and legal representatives and shall not be affected by, and shall survive, your death or incapacity. Submission of the Company Stock certificate(s) (if applicable) for surrender and cancellation is irrevocable. You will, upon request, execute and deliver any additional documents reasonably deemed appropriate or necessary by the Paying Agent, the Representative or the Company in connection with the surrender of the enclosed Company Stock certificate(s) (if applicable) and delivery of this Letter of Transmittal.

By signing and returning this Letter of Transmittal, you acknowledge and agree that:

(i) the Instructions to this Letter of Transmittal constitute an integral part of this Letter of Transmittal and agree to be bound thereby; and

(ii) (a) it is incumbent upon you to notify the Paying Agent at the address listed if the undersigned's name or address for payment changes, (b) the Paying Agent will transmit or mail payment to you at the most recent bank account or address that the Paying Agent has on file for you, and (c) none of the Paying Agent, Parent, Merger Sub or the Company will have any responsibility if you fail to receive payment because your payment information has changed but you have not notified the Paying Agent in writing at the address listed on this Letter of Transmittal.

In order to ensure your prompt receipt of your portion of the Company Stock Merger Consideration, please submit this Letter of Transmittal, duly executed and completed, and a completed and executed Internal Revenue Service Form W-9 or W-8 (to the extent applicable) to the Paying Agent at [●].

* * *

PLEASE READ THE INSTRUCTIONS PRIOR TO FILLING OUT THIS PAGE.

BOX A	DESCRIPTION OF COMPANY STOCK SURRENDERED
Type of Company Stock (Class A or Class B)	Number of Shares of Company Stock
Total Number of Shares of Company Stock:	

BOX B REGISTERED HOLDER CONTACT INFORMATION

Registered Holder Name: _____

Mail Notices to the Attention of: _____

Address: _____

_____

City: _____ State/Province: _____Postal Code: _____

Country: _____

Email Address: _____

Telephone Number: _____

BOX C PAYMENT INSTRUCTIONS

Requested Payment Method: _____

ELECTRONIC PAYMENT INSTRUCTIONS:

Account Type (Checking or Savings): _____

Bank Name: _____

ABA Routing Number: _____

Beneficiary/Account Holder Name: _____

Bank Account Number: _____

SWIFT/BIC: _____

IBAN: _____

Intermediary Bank ABA Routing Number: _____

Intermediary SWIFT/BIC Code: _____

FFC | Account Name: _____

FFC | Account Number: _____

☐ ONE TIME PAYMENT ADDRESS (To be completed only if the check is to be delivered to an address different from contact address)

Payee Name: _____

Attention : _____

Address 1: _____

Address 2: _____ Address 3: _____

City: _____ State/Province/Region: _____Postal Code: _____

Country: _____

BOX D SPECIAL PAYMENT INSTRUCTIONS

To be completed ONLY if the payment is to be issued in the name of someone other than the undersigned. NOTE: THE PERSON NAMED IN THESE SPECIAL PAYMENT INSTRUCTIONS MUST BE THE PERSON WHO COMPLETES THE FORM W-9.

Issue the check representing payment to:

Name _____
(Please Print)

Address _____
_____

If you complete this box, you will need a signature guarantee by an eligible institution. See Instructions.

SIGNATURES

By signing below, I (a) agree to be bound by the terms and conditions of this Letter of Transmittal, (b) acknowledge that the surrender of the Company Stock accompanying this Letter of Transmittal is subject to the terms of the Merger Agreement, (c) certify that I have complied with all instructions to this Letter of Transmittal, am the registered holder of the Company Stock submitted herewith as of the date hereof, have full authority to surrender the Company Stock submitted herewith, and give the instructions in this Letter of Transmittal and (d) warrant that the Company Stock submitted herewith are free and clear of all, liens, restrictions, adverse claims or encumbrances (other than under any securities Laws).

Signature: _____

Name: _____

Title: _____
(if entity, trustee or other authorized party)

Date: _____

IF TWO SIGNATURES ARE REQUIRED, USE THE ADDITIONAL FIELDS BELOW.

Signature: _____

Name: _____

Title: _____
(if entity, trustee or other authorized party)

Date: _____

SIGNATURE GUARANTEE

(Carefully review Instruction 9 to determine if this section requires completion)

(Apply Medallion Signature Guarantee

Dated_____
Stamp Here)

Authorized Signature _____

Name _____

Title _____

Name of Firm _____

Area Code & Telephone No. _____

Address _____

INSTRUCTIONS

1. *Letter of Transmittal*. This Letter of Transmittal must be properly completed, duly executed, dated, and, delivered or mailed to the address set forth on the first page of this Letter of Transmittal together with (a) a Form W-9, and (b) as applicable, any other documents required to be delivered by the Parent, the Representative or the Company under the Merger Agreement. The method of delivering documentation is at the option and the risk of the holder. Documentation may be submitted in person or by mail. **If sent by mail, registered mail, properly insured, with return receipt requested, is recommended.** Delivery will be deemed made when actually received by the Parent.

Until a holder has surrendered his, her or its Company Stock via delivery of this Letter of Transmittal to the address set forth in the cover letter to this Letter of Transmittal, he, she or it will not receive payment of the applicable portion of Company Stock Merger Consideration due to the holder with respect to Company Stock.

You should complete one Letter of Transmittal listing all Company Stock registered in the same name. If any Company Stock is registered in different ways, you will need to complete, sign and submit as many separate Letters of Transmittal as there are different registrations. You may not submit fewer than the entire number of shares of Company Stock held by you.

2. *Signatures*. The signature on this Letter of Transmittal must correspond exactly with the name(s) recorded in the books and records of the Company, unless the Company Stock described on this Letter of Transmittal have been assigned by the registered holder or holders thereof, in which event this Letter of Transmittal should be signed in exactly the same form as the name(s) of the last transferee(s) indicated in the books and records of the Company.

For a name correction or for a change in name which does not involve a change in ownership, proceed as follows: For a change in name by marriage, etc., the Letter of Transmittal should be signed, e.g., "Mary Doe, now by marriage Mary Jones." For a correction in name, the Letter of Transmittal should be signed, e.g., "James E. Brown, incorrectly inscribed as J.E. Brown." The signature in each such case should be guaranteed as described below in Instruction 3.

If this Letter of Transmittal is signed by a trustee, executor, administrator, guardian, officer of a corporation, attorney-in-fact or other person acting in a fiduciary or representative capacity, the person signing must give his or her full title in such capacity and of his or her authority to so act.

3. *Guarantee of Signatures*. Signatures on this Letter of Transmittal must be guaranteed if the undersigned has completed the table entitled "SPECIAL PAYMENT INSTRUCTIONS" herein. In addition, if there is a name correction or a change in the name that does not involve a change in ownership as described above in Instruction 2, the signatures on this Letter of Transmittal must be guaranteed. Signatures required to be guaranteed on this Letter of Transmittal must be guaranteed by an eligible guarantor institution pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (generally a member firm of

the New York Stock Exchange or any bank or trust company which is a member of the Medallion Program). Public notaries cannot execute acceptable guarantees of signatures.

4. *Inquiries*. All questions regarding appropriate procedures for surrendering the Company Stock should be directed to the Paying Agent at the mailing address or telephone number set forth in the cover letter.

5. *Additional Copies*. Additional copies of this Letter of Transmittal may be obtained from the Paying Agent at the mailing address or telephone number set forth in the cover letter.

6. *Company Stock Transfer Taxes*. The undersigned will pay all transfer taxes with respect to the delivery of checks in payment for surrendered Company Stock. If, however, payment is to be made to any person other than the registered holder(s), or if surrendered unit(s) are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered holder(s), the Company or any other person) payable on account of the payment to such other person will be deducted from the applicable portion of Company Stock Merger Consideration due to the holder with respect to Company Stock or must be paid by the recipient or the person signing this Letter of Transmittal unless evidence satisfactory to the Company of the payment of such taxes, or exemption therefrom, is submitted.

7. *Internal Revenue Service Forms*. Each holder of Company Stock receiving payment in connection with the Merger Agreement is required to provide a correct Taxpayer Identification Number on Form W-9. Please see "IMPORTANT TAX INFORMATION."

8. *Miscellaneous*. Any and all Letters of Transmittal or copies (including any other required documents) not in proper form are subject to rejection. The terms and conditions of the Merger Agreement are incorporated herein by reference and are deemed to form part of the terms and conditions of this Letter of Transmittal.

9. *Waiver of Conditions*. To the extent permitted by applicable law, the Paying Agent reserves the right to waive any and all conditions set forth herein and accepts for exchange any Company Stock submitted for exchange.

IMPORTANT TAX INFORMATION

Under United States federal income tax laws, a Securityholder who receives cash payments pursuant to the Merger is required to provide the Paying Agent (as payer) with such Securityholder's correct TIN on the IRS Form W-9 above (or otherwise establish a basis for exemption from backup withholding) and certify under penalty of perjury that such TIN is correct and that such Securityholder is not subject to backup withholding. If such Securityholder is an individual, then the TIN is his or her social security number. If the Paying Agent is not provided with the correct TIN, then a penalty may be imposed by the IRS and the payment of any cash pursuant to the Merger may be subject to backup withholding.

Certain Securityholders (including, among others, all corporations and foreign Persons) are not subject to these backup withholding and reporting requirements. Exempt Securityholders should indicate their exempt status on IRS Form W-9. In order for a foreign Person to qualify as

an exempt recipient, such Person must submit an IRS Form W-8 BEN, signed under penalties of perjury, attesting to such individual's exempt status. An IRS Form W-8 BEN can be obtained from the Paying Agent or at the link below. Please note that there are additional IRS Form W-8s if the IRS Form W-8BEN does not apply to a Securityholder's particular situation. The additional forms can be accessed at the following IRS links:

http://www.irs.gov/pub/irs-pdf/fw8ben.pdf
http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
http://www.irs.gov/pub/irs-pdf/fw8imy.pdf
http://www.irs.gov/pub/irs-pdf/fw8exp.pdf

If backup withholding applies, then the Paying Agent is required to withhold at a rate not to exceed 24% of any payments made to the Securityholder or other payee. Backup withholding is not an additional Tax. Rather, the federal income Tax liability of persons subject to backup withholding will be reduced by the amount of Tax withheld, provided that the required information is given to the IRS. If withholding results in an overpayment of Taxes, then a refund may be obtained from the IRS.

The Paying Agent, the Company and any other applicable withholding agent will also be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement any withholding Taxes or other amounts required under the Code or any applicable Law to be deducted and withheld.

Purpose of IRS Form W-9

To prevent backup withholding on payments made with respect to Company Stock(s), the Securityholder is required to notify the Paying Agent of such Securityholder's correct TIN by completing the form above, certifying that (1) the TIN provided on the IRS Form W-9 is correct (or that such Securityholder is awaiting a TIN), (2) such Securityholder is not subject to backup withholding because (a) such Securityholder is exempt from backup withholding, (b) such Securityholder has not been notified by the IRS that he, she or it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified such Securityholder that such Securityholder is no longer subject to backup withholding and (3) such Securityholder is a U.S. person (including, without limitation, a U.S. resident alien).

What Number to Give the Parent

The Securityholder is required to give the Paying Agent the TIN (*i.e.*, social security number or employer identification number) of the Securityholder surrendering Company Stock. If the Company Stock(s) are held in more than one name or are not held in the name of the actual owner, consult the instructions following the IRS Form W-9 for additional guidance on which number to report.

EXHIBIT F

FORM OF

ESCROW AGREEMENT

This Escrow Agreement dated this [●] day of [●], 20[●] (this "Escrow Agreement"), is entered into by and among METLIFE, INC., a Delaware corporation ("Parent"), CENTERBRIDGE ADVISORS FUND II, LLC, a Delaware limited liability company (the "Representative" and, together with the Parent, the "Parties," and individually, a "Party"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national association, as escrow agent ("Escrow Agent").

RECITALS

A. Reference is made to that certain Agreement and Plan of Merger, dated as of [●], 2020 (as may be hereafter amended, modified or supplemented from time to time in accordance therewith, the "Merger Agreement"), by and among Versant Health, Inc., a Delaware corporation (the "Company"), Parent, Veranda Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and the Representative, solely in its capacity as the representative for the Securityholders. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Merger Agreement.

B. Pursuant to Section 2.12 of the Merger Agreement, Parent has agreed to place in escrow the Escrow Amount (as defined below) in order to serve solely as security for, and the sole and exclusive source of payment of, Parent's right to payment, if any, under the terms of the Merger Agreement and the Escrow Agent agrees to hold and distribute the Escrow Amount in accordance with the terms of this Escrow Agreement.

C. Schedule I to this Escrow Agreement sets forth the wire transfer instructions for Parent and Schedule II to this Escrow Agreement sets forth the wire transfer instructions for each Stockholder and the Surviving Company.

In consideration of the promises and agreements of the Parties and the Escrow Agent and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Amount. Upon execution hereof, Parent shall deliver to the Escrow Agent the amount of [●][1] (the "Escrow Amount") in immediately available funds to be held in a separate escrow account (the "Escrow Account") to be established and maintained by the Escrow Agent pursuant to the terms hereof. Parent hereby constitutes and appoints the

[1] Note to Draft: Escrow Amount to equal [redacted] if the Closing occurs on the first Business Day of a month or [redacted] if the Closing occurs on a day other than the first Business Day of a month.

Escrow Agent as, and the Escrow Agent hereby agrees to assume and perform the duties of, escrow agent under and pursuant to the terms and conditions of this Escrow Agreement.

Section 1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Amount, including any and all interest and investment income, in accordance with the joint written instructions signed by the Parties ("Joint Written Instructions") and provided to the Escrow Agent. In the absence of written investment instructions, the Escrow Agent shall deposit and invest the Escrow Amount, including any and all interest and investment income, in the M&T Bank Corporate Deposit Account, which is further described herein on Exhibit A. Any investment earnings and income on the Escrow Amount shall become part of the Escrow Amount, and shall be disbursed in accordance with Section 1.3 or Section 1.6 of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments in the Escrow Amount as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement, except loss resulting from the gross negligence, willful misconduct or fraud of the Escrow Agent. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements.

(a) The Escrow Agent shall disburse, distribute and release the Escrow Amount only in accordance with the Joint Written Instructions. The Escrow Agent shall, in each case as soon as practicable, but in all events within one (1) Business Day after receipt of such Joint Written Instructions, pay such amount by wire transfer of immediately available funds from the Escrow Amount to the accounts set forth in the Joint Written Instructions.

(b) The Escrow Agent shall comply with any final, non-appealable judgment, order or decree of any court of competent jurisdiction that may be filed, entered or issued (each, a "Final Order") with respect to the Escrow Amount. If the Escrow Agent complies with any Final Order, then it shall not be liable to any Party or any other person by reason of such compliance, except in the event of the Escrow Agent's gross negligence, willful misconduct or fraud.

(c) The Escrow Agent will furnish monthly statements to the Parties setting forth the activity in the Escrow Account.

Section 1.4. Payments via Schedule I or Schedule II. To the extent any payments are to be made via Schedule I or Schedule II, at least two (2) Business Days prior to making any payments per the Joint Written Instructions, Parent and the Representative will provide the Escrow Agent with Schedule I and Schedule II, as applicable, in electronic form satisfactory to the Escrow Agent. Schedule I and Schedule II will include a complete and correct list of payees

including name and address, the bank wire instructions, and the payment amount for each payee expressed in dollar amounts. The Escrow Agent will forward all such payments pursuant to the instructions in Schedule I or Schedule II by wire transfer or via first-class mail, postage prepaid in the form of checks made payable to the payee.

Section 1.5. Security Procedure for Funds Transfer. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement. The Escrow Agent shall follow internal policies and procedures when confirming the validity or authenticity of funds transfer instructions received in the name of the Parties, which may include a callback to one or more of the authorized individuals evidenced in Exhibit B-1 and Exhibit B-2. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only in writing signed by an authorized representative of the Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or Exhibit B-2 or a rescission of an existing Exhibit B-1 or Exhibit B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to either Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of such Party. The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.6. Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Amount shall, as of the end of each calendar year and to the extent required by the Internal Revenue Code of 1986, as amended thereunder (the "Code"), be reported as having been earned by the Representative (on behalf of the equityholders in the Company), whether or not such income was disbursed during such calendar year. The Escrow Agent shall be deemed the payor of any interest or other income paid upon investment of the Escrow Amount for purposes of performing tax reporting. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payor and shall have no responsibility for performing tax reporting. The Escrow Agent's function of making such payments is solely ministerial and upon express direction of the Parties.

(b) Prior to Closing, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may reasonably request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Code, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Amount.

(c) The Escrow Agent is hereby directed to report all payments in accordance with the direction provided in the Joint Written Instructions.

(d) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of interest or other income derived from the investment of the Escrow Amount, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Amount. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Amount and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence, willful misconduct or fraud of the Escrow Agent.

Section 1.7. Termination. This Escrow Agreement shall terminate upon the first to occur of: (i) the disbursement of all of the Escrow Amount only in accordance with the execution and delivery of Joint Written Instructions to the Escrow Agent to disburse any such funds; and (ii) the execution and delivery of Joint Written Instructions to the Escrow Agent to terminate this Escrow Agreement.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the Escrow Account contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to the advice of outside counsel or other professionals with expertise in the matter at issue retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed by Parent as set forth in Section 3.1 for any and all reasonable and documented out-of-pocket compensation (including reasonable and documented out-of-pocket expenses) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. Provided the Escrow Agent complies with the Joint Written Instructions, the Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the written direction or consent of the Parties or their respective agents, representatives, successors, or assigns given in accordance with this Escrow Agreement. The

Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties hereby agree to indemnify the Escrow Agent, its directors, officers, employees and agents (collectively, the "Indemnified Parties"), and hold the Indemnified Parties harmless from any and against all actual liabilities, losses, actions, suits or proceedings at law or in equity, and any other reasonable and documented out-of-pocket expenses, fees or charges, including, without limitation, reasonable and documented out-of-pocket external attorneys' fees and expenses, which an Indemnified Party incurs directly or indirectly from the Escrow Agent's performance under this Escrow Agreement, except to the extent the same shall be directly caused by Escrow Agent's gross negligence, willful misconduct or fraud. The terms of Sections 1.6(d), 3.1 and 3.4 hereto shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment by Parent of all fees and reasonable and documented out-of-pocket expenses to which the Escrow Agent is entitled to receive under the express terms of this Escrow Agreement through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Amount and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a

successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Parent. The fee agreed upon for the services rendered hereunder is intended as full and reasonable compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event the Escrow Agent renders any services not contemplated in this Escrow Agreement that are requested or approved by Joint Written Instruction, then the Escrow Agent shall be compensated by Parent for such extraordinary services and reimbursed for all reasonable and documented out-of-pocket costs and expenses, including reasonable and documented out-of-pocket external attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent shall be fully protected and may, at its option, retain the Escrow Account until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Account, (b) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Account, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision or agreement, or (c) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Account and shall be entitled to recover reasonable and documented external attorneys' fees and out-of-pocket expenses related thereto and other reasonable and documented out-of-pocket costs incurred in commencing and maintaining any such interpleader action. The Parties further agree to pursue any redress or recourse in connection with such dispute without making the Escrow Agent a party to the same. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Amount; Compliance with Legal Orders. In the event that any Escrow Amount shall be attached, garnished or levied upon by any court order issued by of a court of competent jurisdiction, or the delivery thereof shall be stayed or enjoined by an order of a court of competent jurisdiction, or any order, judgment or decree shall be made or entered by any court order by a court of competent jurisdiction affecting the Escrow Amount,

the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is final, non-appealable and binding upon it. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 3.9. No Financial Obligation. Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory.

ARTICLE 4
MISCELLANEOUS

Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld); provided, however, that each of the Parties shall have the right, without the consent of the other Party or the Escrow Agent, to assign all or any portion of its rights, duties and obligations under this Escrow Agreement to (a) one or more Affiliates or (b) any entity into which such Party may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its assets; provided, further, that such assignment will not release such Party from any of its obligations under this Escrow Agreement.

Section 4.2. Definition of Business Day. "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions or trust companies in Delaware are authorized or obligated by law, regulation or executive order to remain closed.

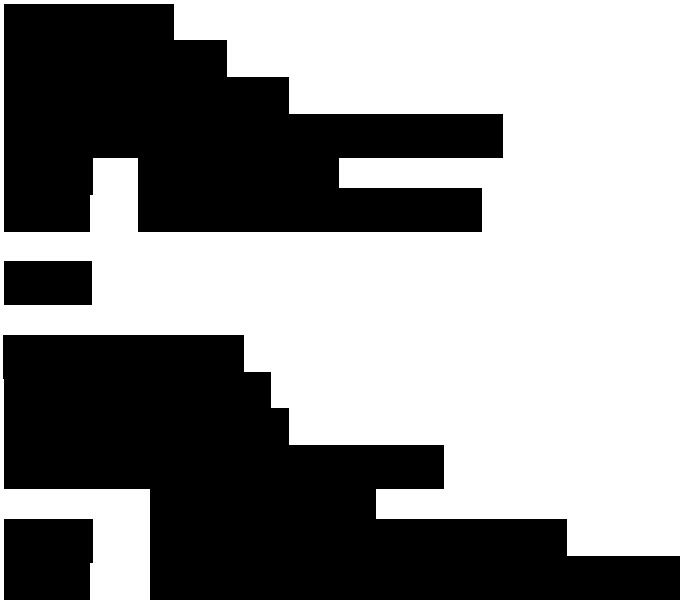
Section 4.3. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal

representatives, successors and assigns, or any other party, should any or all of the Escrow Amount escheat by operation of law.

Section 4.4. Notices. All notices, account statements, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (a) by email with a pdf attachment, (b) by overnight delivery with a reputable national overnight delivery service or (c) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five (5) Business Days after the date such notice is deposited in the United States mail. If notice is given to a party hereto, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Parent:

with a copy (which shall not constitute notice) to:



Notices to the Representative:

[redacted]

with a copy (which shall not constitute notice) to:

[redacted]

Section 4.5. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Delaware excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The Parties and the Escrow Agent hereby (a) irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in Wilmington, DE, (b) waive any objection to laying of venue in any such action or proceeding in such courts and (c) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party hereto.

Section 4.6. Entire Agreement. This Escrow Agreement, including the Schedules and Exhibits delivered pursuant hereto, and between the Parties, together with the Merger Agreement, sets forth the entire agreement and understanding of the Parties and the Escrow Agent related to the Escrow Amount.

Section 4.7. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.8. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.9. Confidential Data. The Parties and the Escrow Agent acknowledge that during the course of this Escrow Agreement, the Parties and the Escrow Agent may make confidential data available to each other or may otherwise obtain proprietary or confidential information regarding the Parent, the Representative, and their respective affiliates, shareholders or other rights owners, or the Escrow Agent (collectively, hereinafter "Confidential Data"). Confidential Data includes all information not generally known or used by others and which gives, or may give, the possessor of such information an advantage over its competitors or which

could cause the Parties, the Escrow Agent and their respective Affiliates injury, loss of reputation or loss of goodwill if disclosed. Such information includes financial and operational data relating to the Parties and its affiliates, current or prospective investors in the Company, the size of investments made by such investors, internal controls, operational processes, internal policies, information relating to the Company's third party service providers, marketing information, current or former investments, trading strategies, business, operations, structure, investors, personnel, plans, financial condition or performance (including the performance of each investment) or other proprietary and/or trade secret information of the Parties and their respective affiliates. Because of the sensitive nature of the information that the Parties or the Escrow Agent and their employees or agents may obtain as a result of this Escrow Agreement, the intent of the Parties and the Escrow Agent is that these provisions be interpreted as broadly as possible to protect Confidential Data.

Section 4.10. Severability. If a court of competent jurisdiction declares any provision hereof invalid, it will be ineffective only to the extent of such invalidity, so that the remainder of the provision and this Escrow Agreement will continue in full force and effect.

Section 4.11. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.12. Counterparts. This Escrow Agreement may be executed by the Parties and the Escrow Agent individually or in any combination, in one or more counterparts (including by means of telecopied or PDF signature pages), each of which shall be an original and all of which shall together constitute one and the same agreement.

Section 4.13. Waiver of Jury Trial. **EACH OF THE PARTIES AND THE ESCROW AGENT EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

PARENT

METLIFE, INC.

By: _____
Name:
Title:

REPRESENTATIVE

CENTERBRIDGE ADVISORS FUND II, LLC

By: _____
Name:
Title:

ESCROW AGENT

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Schedule I

Wire Transfer Instructions of Parent

Parent

Bank Name:
ABA Number:
Account Name:
Account Number:

WILMINGTON TRUST

Schedule II

Wire Transfer Instructions of Surviving Corporation & Representative

Surviving Corporation

Payee Name:	[●]
Payee Address:	[●]
Payment Amount:	[●]
Bank Name:	[●]
ABA Number:	[●]
Account Name:	[●]
Account Number:	[●]

Representative

Payee Name:	[●]
Payee Address:	[●]
Payment Amount:	[●]
Bank Name:	[●]
ABA Number:	[●]
Account Name:	[●]
Account Number:	[●]

WILMINGTON TRUST

EXHIBIT A

Agency and Custody Account Direction
For Cash Balances
Manufacturers & Traders Trust Company Deposit Accounts

Direction to use the following Manufacturers & Traders Trust Company (also known as M&T Bank) Deposit Account for Cash Balances for the escrow account (the "Escrow Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as the Parties shall direct further in writing from time to time, all cash in the Escrow Account in the following deposit account of M&T Bank:

M&T Corporate Deposit Account

The Parties acknowledge that amounts on deposit in the M&T Bank Deposit Account are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per issued bank. This includes principal and accrued interest up to a total of $250,000.

The Parties acknowledge that they have full power to direct investments of the Escrow Account.

The Parties understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

WILMINGTON TRUST

EXHIBIT B-1

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF PARENT

MetLife, Inc., a Delaware corporation ("Parent"), hereby designates each of the following persons as its Authorized Representatives for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of Parent.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

COMPLETE BELOW TO UPDATE EXHIBIT B-1

If Parent wishes to update this Exhibit B-1, Parent must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-1 with such changes. Any updated Exhibit B-1 shall be effective once signed by Parent and Escrow Agent and shall entirely supersede and replace any prior Exhibit B-1 to this Escrow Agreement.

[_____]

By:_____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION (as Escrow Agent)

By:_____
Name:
Title:
Date:

WILMINGTON TRUST

EXHIBIT B-2

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF REPRESENTATIVE

Centerbridge Advisors Fund II, LLC, a Delaware limited liability company (the "Representative"), designates each of the following persons as its Authorized Representatives for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of the Representative.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required):	Email 1: Email 2:

If more than one, list all applicable email addresses.	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

COMPLETE BELOW TO UPDATE EXHIBIT B-2

If the Representative wishes to update this Exhibit B-2, the Representative must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-2 with such changes. Any updated Exhibit B-2 shall be effective once signed by the Representative and Escrow Agent and shall entirely supersede and replace any prior Exhibit B-2 to this Escrow Agreement.

[_____]

By:_____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION (as Escrow Agent)

By:_____
Name:
Title:
Date:

WILMINGTON TRUST

EXHIBIT C

Fees of Escrow Agent

Acceptance Fee: **$TBD**

Initial Fees as they relate to Wilmington Trust acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account and accounting records; and coordination of receipt of funds for deposit to the Escrow Account. **Acceptance Fee payable by Parent at time of Escrow Agreement execution.**

Escrow Agent Administration Fee (one-time): **$TBD**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable Parties. Tax reporting is included.

Wilmington Trust's fee is based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Number of Withdrawals from Escrow Amount: Not more than [ ] ([ ])
- Investment in M&T Deposit Products

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT G

FORM OF
WILMINGTON TRUST, NATIONAL ASSOCIATION
PAYING AGENT AGREEMENT

This Paying Agent Agreement, dated as of [●], 20[●] (this "Agreement"), by and among METLIFE, INC., a Delaware corporation ("Parent"), CENTERBRIDGE ADVISORS FUND II, LLC, a Delaware limited liability company (the "Representative"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national association, as Paying Agent (the "Paying Agent"). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Agreement and Plan of Merger, dated as of September [●], 2020 (as may be hereafter amended, modified or supplemented from time to time in accordance therewith, the "Merger Agreement"), by and among Versant Health, Inc., a Delaware corporation (the "Company"), Parent, Veranda Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and the Representative, solely in its capacity as the representative for the Securityholders, Merger Sub will merge with and into the Company with the Company surviving the transaction (the "Surviving Company") as a subsidiary of Parent;

WHEREAS, by virtue of the Merger, as of the Effective Time, each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares) (collectively, the "Company Stock") shall cease to exist and be converted automatically into the right to receive, subject to the terms of the Merger Agreement, an amount in cash equal to the sum of (i) the Per Share Closing Merger Consideration and (ii) the Per Share Additional Merger Consideration (the aggregate consideration to which holders of Common Stock become entitled to pursuant to Section 2.2(a) of the Merger Agreement is referred to herein as the "Company Stock Merger Consideration"), payable in respect of such shares of Company Stock, upon the delivery of a duly executed and completed Letter of Transmittal, along with all other certificates, affidavits and documents required to be delivered pursuant to the Merger Agreement and such Letter of Transmittal, to the Paying Agent, by the holder of such shares of Company Stock (each, a "Company Payee" and, collectively with all other Company Payees, the "Company Payees"), pursuant to Section 2.4 of the Merger Agreement and as otherwise set forth in the Merger Agreement (payable without interest);

WHEREAS, pursuant to the terms of the Merger Agreement, Parent has agreed to, among other things, (a) transfer to the Paying Agent, via wire transfer of immediately available funds, cash in an amount equal to the Closing Paying Agent Amount plus the Representative Amount and (b) cause the Paying Agent, and the Paying Agent hereby agrees, to hold such funds and deliver them in accordance with the terms and conditions of the Merger Agreement and the terms and conditions hereof;

WHEREAS, in addition to the disbursements made at the Closing, following the Closing, any (a) payment to be made by Parent or (b) return of all or any portion of the Representative Amount to be made by the Representative, in each case, to the Paying Agent for further disbursement to the Company Payees, shall be governed by the terms and conditions set forth in the Merger Agreement and herein;

WHEREAS, Parent and the Representative desire that the Paying Agent act as agent for the purpose of distributing cash to the Company Payees; and

WHEREAS, the contents of this Agreement shall be treated as Confidential Data as defined herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Section 1.1. Company Payee Records and Payment Information.

(a) At least three Business Days prior to the Effective Time, the Representative will deliver or cause to be delivered to the Paying Agent a schedule substantially in the form attached hereto as Schedule A listing:

(i) a complete and correct list of the Company Payees as of immediately prior to the Effective Time identifying each Company Payee by name and, unless Optional Wire Instructions are provided, address;

(ii) the bank wire instructions ("Optional Wire Instructions") for any Company Payee who would like to receive the payments by bank wire transfer; and

(iii) the payment amount for each Company Payee expressed in dollar amounts.

(b) In order for a Company Payee to be paid amounts on the Closing Date, in addition to other items in this Section 1.1, such Company Payee shall have delivered duly executed and completed necessary documentation for Company Payees pursuant to Section 2.4(a) to the Paying Agent at least two (2) Business Days prior to the Closing Date.

Section 1.2. The Representative Records and Payment Information. At least one (1) Business Day prior to the Effective Time, the Representative will deliver or cause to be delivered to the Paying Agent a schedule substantially in the form attached hereto as Schedule B listing:

(a) the address of the Representative, unless Optional Wire Instructions are provided;

(b) the Optional Wire Instructions for the Representative if the Representative would like to receive the payments by bank wire transfer; and

(c) the payment amount constituting the Representative Amount (defined below).

Section 1.3. Other Agreements. Parent and the Representative acknowledge that the Paying Agent is not a party to the Merger Agreement and as such is assumed to be wholly unfamiliar with, and not bound by, the terms contained therein.

Section 1.4. Payment Funds.

(a) Company Payee Fund. At or prior to the Effective Time, Parent shall deposit with the Paying Agent, in trust for the benefit of the Company Payees and payable in accordance with Parent's direction (such trust fund being hereinafter referred to as the "Company Payee Fund"), cash in immediately available funds sufficient to pay the amounts set forth in Schedule A. The Company Payee Fund shall not be used for any other purpose except for payment to the Company Payees (including, for the avoidance of doubt, the Surviving Company following the Closing) in connection with the transactions contemplated by the Merger Agreement.

(b) Representative Fund. At or prior to the Effective Time, Parent shall deposit with the Paying Agent, in trust for the benefit of the Representative and payable in accordance with Parent's direction (such trust fund being hereinafter referred to as the "Representative Fund"), cash in immediately available funds of [redacted] (such amount being herein referred to as the "Representative Amount"). The Representative Fund shall not be used for any other purpose except for the return of all or any portion of the Representative Amount to the Company Payees in connection with the transactions contemplated by the Merger Agreement.

ARTICLE II

The Paying Agent covenants and agrees that:

Section 2.1. Letter of Transmittal Mailing. The Paying Agent shall, at least five (5) Business Days prior to the Closing Date (unless such five (5) Business Day period is waived or shortened by the Representative), send a Letter of Transmittal, in substantially the form attached hereto as Exhibit A, to each Company Payee together with a request to have such Company Payee deliver an executed Letter of Transmittal to the Paying Agent no less than two (2) Business Days prior to the Closing.

Section 2.2. Request for Information by Company Payees. The Paying Agent will promptly respond to any telephone, email or mail requests for information relating to the surrender of shares of Company Stock and the payment of the applicable portion of the Company Stock Merger Consideration and any tax form inquiries related to the payment of such amounts. Each of the Representative and Parent acknowledge that the Paying Agent, in its discretion, may request direction from the Representative and Parent pursuant to Company Payees' requests, Parent warrants that the Parent Authorized Persons (as defined below) are authorized to provide such direction and the Representative warrants that the Representative Authorized Persons (as defined below) are authorized to provide such direction.

Section 2.3. Proper Form. The Paying Agent will examine the Letters of Transmittal delivered or mailed to the Paying Agent by the Company Payees (which may be via PDF) to

ascertain that (a) the Letters of Transmittal surrendering the shares of Company Stock are properly completed and duly executed in accordance with the instructions set forth therein, and (b) any other documents contemplated by the Letter of Transmittal are properly completed and duly executed in accordance with the Letter of Transmittal. In cases where the Letter of Transmittal has been improperly completed or executed or where the shares of Company Stock presented are not in proper form for transfer, or if some other irregularity exists in connection with their surrender, the Paying Agent shall consult with the Representative and Parent on taking such actions as are necessary to cause such irregularity to be corrected. In this regard, the Paying Agent is authorized to waive an irregularity in connection with the surrender of shares of Company Stock after review of the irregularity with the Representative and Parent and after approval in writing of (i) any Representative Authorized Person and (ii) any Parent Authorized Person; provided that the Representative and Parent agree that the waiving of such irregularity shall not cause the Paying Agent to be subjected to any potential liability related thereto and shall be indemnified pursuant to Section 4.6, so long as the Paying Agent has properly obtained written approval from the Representative and Parent. In the event the irregularity cannot be remedied with consultation of the Representative and Parent, or by the Company Payees within thirty (30) days of receipt by the Paying Agent, the Paying Agent shall return the applicable Letter of Transmittal and any related materials to the Company Payee indicating the irregularity which prevents the Paying Agent from performing its duties pursuant to this Agreement.

Section 2.4. Payments at Closing.

(a) The Representative and Parent hereby direct the Paying Agent to process payment on the Closing Date to each Company Payee who has duly executed, properly completed and delivered to the Paying Agent a Letter of Transmittal and, solely with respect to shares of Company Stock that are certificated (if any), has surrendered to the Paying Agent stock certificates representing such shares of Company Stock as set forth on Schedule A hereof or duly executed and delivered a Lost Certificate Affidavit (as defined below) (as applicable) to the Paying Agent in respect of such shares. Each of Parent and the Representative hereby directs the Paying Agent to make payments in accordance with the Company Payee's completion and delivery of the Letter of Transmittal without any further documentation, authentication or verification from the Company Payee or other party, other than, solely with respect to shares of Company Stock that are certificated (if any), receipt by the Paying Agent of any surrendered stock certificates or the delivery of a Lost Certificate Affidavit by such Company Payee to the Paying Agent (as applicable) as required hereunder and pursuant to the Merger Agreement. Payments shall be made payable to the Company Payees listed on Schedule A or to the Person whose name has been specified in the instructions contained in the Letter of Transmittal received by the Paying Agent by wire transfer of same day funds (as indicated in the Letter of Transmittal) following receipt by the Paying Agent of such duly executed and properly completed Letter of Transmittal and, solely with respect to shares of Company Stock that are certificated (if any), stock certificates representing such shares of Company Stock in respect of which such Company Payee is receiving its portion of the Company Stock Merger Consideration or a Lost Certificate Affidavit by such Company Payee to the Paying Agent (as applicable).

(b) The Representative and Parent hereby direct the Paying Agent to process payment on the Closing Date to the Representative to the account(s) designated by the

Representative in the amount of [redacted]; provided that, if the Representative shall, pursuant to the terms of the Merger Agreement, return all or any portion of the Representative Amount to the Company Payees, the Representative shall deposit such amount with the Paying Agent, in the Representative Fund for the benefit of the Company Payees, and the Paying Agent shall promptly distribute to each Company Payee its Pro Rata Share thereof.

(c) Following the receipt by the Paying Agent from Parent and Merger Sub (including, for the avoidance of doubt, the Surviving Company following the Closing) of any portion of the Final Merger Consideration in excess of the Closing Merger Consideration, if any, the Paying Agent shall promptly distribute such funds (and in any event no later than two (2) Business Days after the Paying Agent's receipt thereof) in accordance with the Merger Agreement and, subject to delivery of the documentation pursuant to Section 2.4(a) hereof, the instructions of the Representative substantially consistent with Schedule A.

(d) No interest will be paid or accrued on any amount(s) for the benefit of the Company Payees. If any portion of any Company Stock Merger Consideration paid hereunder is to be characterized as interest, a joint determination will provide a breakdown of the dollar amount of principal and the dollar amount to be characterized as interest prior to the payment by the Paying Agent to any Company Payee under this Agreement. In addition, if any portion of any Company Stock Merger Consideration paid hereunder is to be characterized as interest, the Representative will provide indication prior to payment whether any amount characterized as interest is considered portfolio interest. If no such indication is provided by the Representative, the Paying Agent will assume the entire payment is not portfolio interest or any other type of interest or other income that is exempt from NRA tax withholding under any provisions of the IRC.

Section 2.5. Tax Matters.

(a) *Tax Certifications and Reporting*. The Representative and Parent agree and acknowledge that the Paying Agent is a "Payer," "Withholding Agent," "Middleman" or "Broker" on behalf of the Company as defined in Chapters 3, 4, 24 and 61 of the Internal Revenue Code ("IRC"), Title 26, United States Code. The Paying Agent is bound by any applicable state laws regarding backup withholding requirements. Therefore,

(i) The Paying Agent will include an Internal Revenue Service ("IRS") Form W-9 as part of the Letter of Transmittal mailing and will receive a completed IRS Form W-9 from any United States persons.

(ii) The Paying Agent will solicit an applicable Form W-8 (including any required additional documentation) from any nonresident alien ("NRA") individuals or foreign entities that are Company Payees pursuant to Chapters 3 and 4 of the IRC, as amended and effective, and the Treasury regulations promulgated thereunder.

(iii) The Paying Agent will apply federal and state backup withholding as required by federal and state law and regulations on the applicable reportable date for any Company Payee who has not provided a certified taxpayer identification number, as

required. Each of Parent and the Representative acknowledges that, as the Payer or Withholding Agent, the Paying Agent has full, complete and final authority regarding all determinations concerning withholding requirements and responsibilities in accordance with applicable federal and state tax certification and reporting regulations; provided that, should any issue arise concerning such withholding requirements and responsibilities, the Paying Agent shall take such reasonable actions as Parent and the Representative may request in writing.

(iv) The Paying Agent, the Representative and Parent agree that the Paying Agent will prepare and file, if required in connection with any payments made by the Paying Agent to former Company Payees under this Agreement, IRS Form 1099-B, for U.S. persons (actual and presumed).

(v) The Paying Agent shall obtain and use the most recent tax forms. Parent and the Representative shall cooperate in using commercially reasonable efforts to provide the Paying Agent with any missing tax documents.

(b) *Tax Indemnification*. Parent and the Representative shall indemnify, defend and hold the Paying Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Paying Agent arising out of or in connection with the performance of the Paying Agent's obligations under the terms of this Section 2.5 unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence, willful misconduct or fraud of the Paying Agent. The indemnification provided by this Section 2.5(b) is in addition to the indemnification provided in Section 4.6 and shall survive the resignation or removal of the Paying Agent and the termination of this Agreement.

Section 2.6. Lost, Stolen or Destroyed Certificates. Notwithstanding anything to the contrary, if any Company Payee shall report that his, her or its failure to surrender any certificate or certificates representing shares of Company Stock registered in his, her or its name is due to the loss, theft, misplacement or destruction of such certificate or certificates, the Paying Agent shall require such Company Payee to furnish an affidavit of such theft and/or loss or destruction in customary form reasonably satisfactory to the Paying Agent (a "Lost Certificate Affidavit") before the Paying Agent makes payment of the portion of the Company Stock Merger Consideration to which such Company Payee is entitled.

Section 2.7. Equity Holder Lists. For the term of this Agreement, the Paying Agent will maintain on a continuing basis a list of those Company Payees who have surrendered shares of Company Stock, and the Paying Agent will inform Parent and the Representative as such activity occurs, but in no event less frequently than weekly, which Company Payees have surrendered their position and the aggregate number of shares of Company Stock surrendered. The Paying Agent will also make available to the Representative and Parent such other information as it may have in its possession and as they may reasonably request from time to time.

ARTICLE III

Section 3.1. Unclaimed Property Administration. Subject to applicable unclaimed property laws, the Paying Agent will initiate unclaimed property reporting services for uncashed checks, which may be deemed abandoned or otherwise subject to applicable unclaimed property law or regulation. Such services may include preparation of unclaimed property reports, delivery of abandoned property to various states, completion of required due diligence notifications, responses to inquiries from owners, and such other services as may reasonably be necessary to comply with applicable unclaimed property laws or regulations. Any portion of the funds held by the Paying Agent pursuant to this Agreement that remains undistributed to the holders of Company Stock twelve (12) months after the Effective Time shall be delivered to the Surviving Company, upon demand, and any holder of Company Stock that has not previously complied with Section 2.4 of the Merger Agreement prior to the end of such twelve (12) month period shall thereafter look only to the Surviving Company for payment of its claim for the applicable portion of the Company Stock Merger Consideration in respect of such Company Stock. Any amount remaining unclaimed by Company Payees three (3) years after the Closing Date (or such earlier date, immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Body) shall become, to the extent permitted by applicable Law, the property of the Surviving Company free and clear of any claims or interest of any person previously entitled thereto.

Section 3.2. Inquiries about Unclaimed Property. The Paying Agent shall assist the Representative and Parent, as applicable, in responding to inquiries from administrators of state unclaimed property law or regulations regarding reports filed on the Representative's or Parent's behalf, as applicable, or in response to requests to confirm the name of a reclaiming owner. The Paying Agent shall exercise commercially reasonable efforts to obtain release agreements from the various states offering such release agreements with respect to reports and abandoned property delivered to them and indemnification agreements from those states willing to provide them.

Section 3.3. Remittance of Unclaimed Property. The Paying Agent or its duly appointed agent shall timely remit unclaimed funds to the appropriate state or jurisdiction, as provided for under applicable unclaimed property law or regulation. The Paying Agent shall provide such reports regarding unclaimed property services hereunder as the Representative or Parent may reasonably request from time to time.

ARTICLE IV

Section 4.1. Advice of Counsel.

(a) *Advice in Case of Defective Submission*. The Paying Agent is authorized to cooperate with and furnish information to the Representative and shall seek and follow, and may rely upon, advice of the Representative, or its counsel with respect to any action to be taken by the Paying Agent if the Paying Agent receives any request by a Company Payee that the Paying Agent take any action other than that specified in this Agreement with respect to the payments to the Company Payees.

(b) *Advice in Other Cases*. Notwithstanding the provisions of Section 4.1(a) above, the Paying Agent may, when the Paying Agent deems it desirable and after prior consultation with Parent and the Representative, seek advice of the Paying Agent's own counsel in connection with the Paying Agent's services as Paying Agent hereunder and the Paying Agent shall be entitled to rely in good faith upon any such advice received in writing.

Section 4.2. Fees and Expenses. Parent will pay or cause to be paid to the Paying Agent fees for the Paying Agent's services hereunder as set forth in Exhibit B attached hereto, payable upon Closing.

Section 4.3. Timeliness and Accuracy of Records**.** The Paying Agent's agreement to the terms and conditions of this Agreement and the fee schedule attached hereto assumes that information set forth on Schedule A is accurate, received in a timely fashion and in good order so that conversion of the records may be completed efficiently and additional balancing and/or correcting of the records shall not be not required. If the records are received late, or are inaccurate, incomplete and/or otherwise not in good order, the payment to the Company Payees may need to be delayed.

Section 4.4. Authorized Persons.

(a) Each of the following is authorized by Parent to give the Paying Agent any further instructions in connection with the Paying Agent acting as Paying Agent hereunder (each, a "Parent Authorized Person"):

Name	Title/Entity Name	Phone Number
[●]	[●]	[●]
[●]	[●]	[●]

(b) Each of the following is authorized by the Representative to give the Paying Agent any further instructions in connection with the Paying Agent acting as Paying Agent hereunder (each, a "Representative Authorized Person" and, together with the Parent Authorized Persons, the "Authorized Persons"):

Name	Title/Entity Name	Phone Number
[●]	[●]	[●]
[●]	[●]	[●]

Section 4.5. Reliance upon Certificates, Instructions**.** The Paying Agent shall be protected in relying and acting, or refusing to act, without further investigation upon any certificate or certification, instruction, direction, statement, request, consent, agreement, records, or other instrument (collectively "Certificates and Instructions") whatsoever furnished to the Paying Agent by an Authorized Person, not only as to its due execution and validity and the

effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Paying Agent shall in good faith believe to be genuine or to have been signed or presented by an Authorized Person. The Paying Agent shall have no responsibility or liability for the accuracy or inaccuracy of such Certificates and Instructions.

Section 4.6. Indemnification. Parent and the Representative will indemnify, defend, protect and hold harmless the Paying Agent from and against any and all actual losses, liabilities, damages, and any reasonable and documented out-of-pocket costs or expenses, including, without limitation, reasonable and documented out-of-pocket external attorneys' fees and expenses, incurred or made, arising out of or in connection with the performance of the Paying Agent's obligations under the provisions of this Agreement, including but not limited to, acting, or refusing to act, in reliance upon any signature, endorsement, assignment, certificate, order, request, notice, report, instruction, record (including but not limited to records concerning tax certifications provided to it), or other instruments or documents believed by the Paying Agent in good faith to be valid, genuine and sufficient; provided, however, that such indemnification shall not apply to any such act or omission finally adjudicated to have been directly caused by the willful misconduct, gross negligence or fraud of the Paying Agent. The Paying Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith or to take any other action likely to involve the Paying Agent in expense, unless first indemnified to the Paying Agent's satisfaction. The indemnities provided by this paragraph shall survive the resignation or discharge of the Paying Agent or the termination of this Agreement. Anything in this Agreement to the contrary notwithstanding, in no event shall the Paying Agent, the Representative or Parent be liable under or in connection with this Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Paying Agent, the Representative or Parent has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

Section 4.7. Term. The parties hereto agree that, unless terminated in writing by any party hereto with 30 calendar days' notice, this Agreement shall terminate either upon completion of all payments under this Agreement or upon completion of all unclaimed property reporting and escheatment obligations arising in connection with the duties of the Paying Agent pursuant to this Agreement. If after three years any payments remain uncashed the Paying Agent may terminate this Agreement and any remaining property may be delivered to the Surviving Company.

Section 4.8. Amendments, etc. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against which enforcement of the provision which is the subject of such change, waiver, discharge or termination is sought. Any inconsistency between this Agreement, on the one hand, and the Merger Agreement, on the other hand, shall be resolved in favor of the Merger Agreement, with the qualification that (a) the Paying Agent is not a party to the Merger Agreement and as such is not subject to its terms, as noted in Section 1.3, and (b) the rights and obligations of the Paying Agent shall be governed solely by the provisions of this Agreement. In the absence of written notice from Parent or the Representative to the effect that an inconsistency exists between the Merger Agreement and this Agreement, the Paying Agent shall be entitled to assume that no such inconsistency exists.

Section 4.9. Notices**.** All notices to be given by one party to the other under this Agreement shall be in writing and shall be sufficient if made to such party at their respective address set forth below by:

(a) personal delivery (including delivery by any commercial delivery service);

(b) registered or certified mail, postage prepaid, return receipt requested; or

(c) facsimile transmission or electronic mail followed by mail delivery pursuant to subsection (b);

If notice to Parent:

If notice to the Representative:

with a copy (which shall not constitute notice but shall be required for proper notice to be given) to:

If notice to the Paying Agent:

These addresses may be changed by giving written notice to the other party.

All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, including electronic mail delivery and facsimile capable of transmitting or creating a written record directly to the office of the recipient, when received by the recipient party at the address shown above, or at such other addresses as may hereafter be furnished to the parties by like notice. Any such demand, notice or communication hereunder shall be deemed to have been given on the date received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt, or in the case of facsimile, the date noted on the confirmation of such transmission).

Section 4.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 4.11. Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the Laws of the State of Delaware.

ARTICLE V

Section 5.1. Confidential Data**.** The Paying Agent, the Representative and Parent acknowledge that during the course of this Agreement, the parties hereto may make confidential data available to each other or may otherwise obtain proprietary or confidential information regarding Parent, the Company Payees, the Representative or the Paying Agent (collectively,

hereinafter "Confidential Data"). Confidential Data includes all information not generally known or used by others and which gives, or may give the possessor of such information an advantage over its competitors or which could cause Parent, the Representative, the Company Payees or the Paying Agent injury, loss of reputation or loss of goodwill if disclosed. Such information includes, but is not necessarily limited to, data or information which identifies past, current or potential customers, shareholders, business practices, financial results, research, development, systems and plans; and/or certain information and material identified by Parent, the Company Payees, the Representative or the Paying Agent as "Proprietary" or "Confidential"; and/or data the Paying Agent furnishes to Parent, the Company Payees or the Representative from the Paying Agent's database; and/or data received from Parent, the Company Payees or the Representative and enhanced by the Paying Agent. Confidential Data may be written, oral, recorded, or maintained on other forms of electronic media. Because of the sensitive nature of the information that Parent, the Representative or the Paying Agent and its employees or agents may obtain as a result of this Agreement, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Confidential Data.

Section 5.2. Relief**.** The Paying Agent acknowledges that all Confidential Data furnished by Parent, the Company Payees or the Representative is considered proprietary and strictly confidential. The Paying Agent also acknowledges that the unauthorized use or disclosure of any Confidential Data may cause irreparable harm to Parent, the Company Payees or the Representative. Accordingly, the Paying Agent agrees that Parent, the Company Payees and the Representative shall be entitled to equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement or any threatened or actual unauthorized use or disclosure of Confidential Data. Parent, the Company Payees and the Representative agree that the provisions and remedies of this section shall also apply to Confidential Data received by the Parent, the Company Payees or the Representative, respectively, relating to the Paying Agent.

Section 5.3. Security Measures**.** The Paying Agent will employ the same security measures to protect Confidential Data received from Parent, the Company Payees or the Representative that it would employ for its own comparable confidential information (but in no event less than a reasonable degree of care in handling Confidential Data). Without limiting the foregoing, the Paying Agent further agrees, subject to applicable Law, that: (a) Confidential Data shall not be distributed, disclosed, or conveyed to any third party except by prior written approval of Parent and the Representative; (b) no copies or reproductions shall be made of any Confidential Data, except as needed to provide the services described in this Agreement; and (c) the Paying Agent shall not use any Confidential Data for its own benefit or for the benefit of any third party.

Section 5.4. Subpoena, Summons or Legal Process**.** Except as prohibited by applicable Law, the Paying Agent shall promptly notify Parent and the Representative in writing of any subpoena, summons or other legal process served on the Paying Agent for the purpose of obtaining Confidential Data (a) consisting of a Company Payee list or (b) relating to significant regulatory action or litigation that would have a material effect on the performance of the Paying Agent or corporate status of Parent and the Representative. In such cases, Parent and the Representative shall each have a reasonable opportunity to seek appropriate protective measures; provided, however, that this subsection shall not require the Paying Agent to notify Parent or the

Representative if the Paying Agent is prohibited by Law from making such disclosure. Parent will indemnify the Paying Agent for all reasonable expenses incurred by the Paying Agent in connection with determining the lawful release of the Confidential Data.

Section 5.5. Exceptions. The obligations set forth in Sections 5.1 through 5.4 above shall not apply to:

(a) any disclosure specifically authorized in writing by Parent, the Representative or the Paying Agent, as applicable;

(b) any disclosure required by applicable Law, including pursuant to an Order; or

(c) Confidential Data which:

(i) has become public without violation of this Agreement;

(ii) was disclosed to the receiving party by a third party not under an obligation of confidentiality to any party;

(iii) was independently developed by the disclosing party not otherwise in violation or breach of this Agreement or any other obligation of the parties to each other; or

(iv) was rightfully known to the receiving party prior to entering into this Agreement.

Section 5.6. Obligations Beyond Termination or Assignment. The obligations of each party set forth in Sections 5.5(a), (b) and (c) above shall survive termination or assignment of this Agreement.

Section 5.7. Compliance: The Paying Agent's appointment and acceptance of its duties under this Agreement are contingent upon verification of all regulatory requirements applicable to Parent and the Representative, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA Patriot Act Customer Identification Program (CIP), the Bank Secrecy Act (BSA), and the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC), each as may be amended from time to time. If these conditions are not met, the Paying Agent may at its option promptly terminate this Agreement in whole or in part, and without the Paying Agent having any liability or incurring any additional costs.

[*signatures follow*]

IN WITNESS WHEREOF, Parent, the Representative and the Paying Agent have each caused their names to be signed hereto by their duly authorized officers, all as of the date first written above.

METLIFE, INC.

By _____
Name: _____
Title: _____

CENTERBRIDGE ADVISORS FUND II, LLC

By _____
Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

Schedule A
[Payment Instructions of the Company Payees]

Schedule B
[Payment Instructions of the Representative]

Exhibit A
[Form of Letter of Transmittal]

Exhibit B
[Schedule of Fees]