EXHIBIT B

Primary Transaction Documents

STOCK PURCHASE AGREEMENT

BY AND AMONG

ATRIO ACQUISITION CORPORATION,

ATRIO HEALTH PLANS, INC.,

CASCADE COMPREHENSIVE CARE, INC.,

MARION POLK COMMUNITY HEALTH PLAN ADVANTAGE, INC.,

AND UMPQUA HEALTH, LLC

DATED AS OF DECEMBER 6, 2018

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is dated as of December 6, 2018, by and among ATRIO Health Plans, Inc., an Oregon corporation and registered Oregon Benefit Company (the "Company"), Cascade Comprehensive Care, Inc., an Oregon corporation ("Cascade"), Marion Polk Community Health Plan Advantage, Inc., an Oregon corporation ("MPCHPA"), Umpqua Health, LLC, an Oregon limited liability company ("Umpqua" and together with Cascade and MPCHPA, each a "Seller" and collectively, "Sellers"), and Atrio Acquisition Corporation, a Delaware corporation ("Buyer"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in Annex A hereto.

W I T N E S S E T H:

WHEREAS, Sellers collectively own all of the issued and outstanding capital stock (the "Company Stock") of the Company;

WHEREAS, the Company is engaged in the business of providing Medicare Advantage plans as an insurer to individuals located in Douglas, Josephine, Jackson, Klamath, Marion and Polk counties (collectively, the "Specified Counties") in the State of Oregon (collectively, the "Business");

WHEREAS, Buyer is wholly-owned by Atrio Holding Company, LLC, a Delaware limited liability company ("Parent"); and

WHEREAS, (i) Buyer desires to purchase from the Sellers, and the Sellers desire to sell to Buyer, sixty percent (60%) of the Company Stock, and (ii) Cascade and MPCHPA (each a "Rollover Seller" and collectively, the "Rollover Sellers") desire to contribute to Parent the remainder, of the Company Stock, in exchange for 30% and 10%, respectively, of the issued and outstanding equity securities of Parent as of the Closing, such that immediately following the Closing, Buyer will own 100% of the issued and outstanding Company Stock upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I
TRANSACTIONS

1.1 Purchase and Sale.

On the terms and subject to the conditions of this Agreement, at the Closing, (a) first, each Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from such Seller, the Company Stock set forth opposite such Seller's name on Schedule 1.1(a), free and clear of all Encumbrances in exchange for the payments set forth in Section 1.2, and (b) second, each Rollover Seller shall contribute and transfer to Parent, and Parent shall accept from each Rollover Seller, the Company Stock set forth opposite such Seller's name on Schedule 1.1(b), free and clear of all Encumbrances in exchange for units of Parent (the "Contributed Shares"), pursuant to the terms and subject to the conditions of a Contribution Agreement (the "Contribution Agreement") to be entered into among the Rollover Sellers and Parent on terms and conditions reasonably acceptable in good faith to the Rollover Sellers and Parent and generally customary for minority, non-control equity investments. The purchase and sale and contributions of the Company Stock may be collectively referred to herein as the "Transactions".

1.2 Purchase Price and Payment.

Buyer shall pay to the Sellers an aggregate purchase price for the Company Stock sold to Buyer and the covenants set forth in Section 6.2 equal to [redacted] (the "Purchase Price"), which shall be payable, or issuable, as follows: at the Closing, (a) Buyer shall pay, or assume the obligation to pay, on behalf of Sellers, to the applicable obligees the amount of Indebtedness set forth on **Schedule A-1** and Seller Transaction Expenses outstanding as of the Closing, (b) Buyer shall deposit into an escrow account (the "Escrow Account") with Wilmington Trust, N.A. (the "Escrow Agent"), [redacted] (the "Indemnity Escrow Deposit") and the Special Escrow Deposit (together with the Indemnity Escrow Deposit, the "Escrow Deposit"), pursuant to an escrow agreement in the form attached hereto as Exhibit A (the "Escrow Agreement"), which amount shall be used to secure, on a non-exclusive basis subject to the terms and conditions set forth herein, Sellers' obligation to pay any post-Closing adjustment amount pursuant to Section 1.3, if any, and Sellers' indemnification obligations pursuant to ARTICLE VIII, (c) Buyer shall pay to Umpqua, by wire transfer of immediately available funds to accounts specified by Umpqua in writing, an amount equal to [redacted] (the "Umpqua Amount"), (d) Buyer shall pay to each Rollover Seller, by wire transfer of immediately available funds to accounts specified by each Rollover Seller in writing, an amount equal to the product of the Closing Cash Common Per Share Payment multiplied by the number of shares of Company Stock held by such Rollover Seller immediately prior to the Closing other than Contributed Shares (all payments under this Section 1.2(d), the "Closing Payments") and (e) Buyer shall cause Parent to issue the Rollover Equity to the Rollover Sellers pursuant to the Contribution Agreement. Notwithstanding anything to the contrary set forth in this Section 1.2, with respect to any payment to any Seller hereunder or any portion of the Purchase Price, without any further approval, action or notification to of any kind, Buyer may withhold from such Seller's Closing Payments any amounts necessary to fund the Indemnity Escrow Deposit and Special Escrow Deposit applicable to such Seller.

1.3 Adjustments to Purchase Price.

(a) Estimated Statement. At least (i) five (5) Business Days prior to the Closing Date, the Company and Buyer shall jointly prepare a statement, which shall set forth, in reasonable detail such parties' good faith determination of the Net Working Capital Target, and (ii) two (2) Business Days prior to the Closing Date, the Company shall prepare and deliver to Buyer a statement (the "Estimated Closing Statement"), which shall set forth, in reasonable detail the Company's good faith determination of, including wire transfer instructions, Indebtedness, Seller Transaction Expenses, Closing Cash Amount and Net Working Capital (the "Estimated Net Working Capital"). An example of such statements as of September 30, 2018 are set forth on Schedule 1.3(a)(i) and (a)(ii), respectively. Buyer shall be permitted to review and comment on the Estimated Closing Statement, and in addition to the Estimated Closing Statement, the Rollover Sellers shall (A) promptly deliver, or cause the Company to promptly deliver, all related work papers and such other documents and information reasonably requested by Buyer in connection with the Estimated Closing Statement and components thereof, and (B) reasonably consider, or cause the Company to reasonably consider, the Estimated Closing Statement in accordance with Buyer's comments thereto. In the event the Rollover Sellers and Buyer are not able in good faith to come to mutual agreement with respect to the determination of the price components set forth on the Estimated Closing Statement, the Rollover Sellers' determination of any such price components in dispute shall govern for purposes of the Estimated Closing Statement to be delivered pursuant to this Section 1.3(a).

(b) Closing Statement. As promptly as practicable, but in any event within sixty (60) days following the Closing Date, Buyer shall prepare and deliver to each Rollover Seller a closing statement, which shall set forth, in reasonable detail, the Net Working Capital, the Closing Cash Amount, the Indebtedness, the Seller Transaction Expenses and the components of each (the "Closing Statement"), together with copies of all work papers reasonably necessary in connection with Rollover Sellers' review thereof. As used in this Agreement, the term "Net Working Capital" means all current assets (excluding any Income Tax assets and excluding cash and cash equivalents) less all current liabilities (excluding any

Indebtedness, Seller Transaction Expenses, Income Tax liabilities of the Company and liabilities of the Company or Sellers associated with the matters set forth on Schedules 3.13(a) and 8.2(a)(vii)), in each case as of the Accounting Effective Time (without giving effect to (i) the acquisition of the Company Stock pursuant to this Agreement or (ii) any transactions or actions taken by the Company outside of the ordinary course of business following the Closing) and as determined in accordance with GAAP, consistently applied (consistently applied only to the extent in accordance with GAAP), subject to the adjustments and exceptions set forth on Schedule 1.3(a)(ii). In addition to the Closing Statement and related work papers, Buyer shall promptly deliver, or cause the Company to promptly deliver, all such other documents and information reasonably requested by Rollover Sellers in connection with the Closing Statement and components thereof. The Closing Statement shall be prepared consistent with the example set forth on Schedule 1.3(a)(ii).

(c) Review. The Closing Statement delivered by Buyer to the Rollover Sellers shall be deemed to be and shall be final and binding on the Parties unless, within thirty (30) business days of receipt of the Closing Statement, the Rollover Sellers deliver to Buyer written notice of any dispute, which notice shall identify each disputed item and the amount thereof in dispute to the extent determinable (a "Dispute Notice").

(d) Disputes. In the event the Rollover Sellers deliver a Dispute Notice, the Rollover Sellers and Buyer shall in good faith attempt to resolve any such dispute, and any resolution by them as to any disputed amounts shall be final and binding on the Parties. If the Parties are unable to resolve any such dispute within twenty (20) business days after delivery of the Dispute Notice, such Rollover Sellers or Buyer may submit the items remaining in dispute for resolution to the Independent Accountant. Promptly, but no later than thirty (30) business days after the dispute is submitted to the Independent Accountant, the Independent Accountant shall determine, based solely on presentations by the Rollover Sellers and Buyer, and not by independent review, only those issues remaining in dispute and shall render a written report as to its resolution of each item in dispute, and the resulting computation of the Net Working Capital, Closing Cash Amount, Indebtedness, Seller Transaction Expenses and the adjustment or adjustments provided therein shall be final and binding on the Parties. In resolving any disputed item, the Independent Accountant shall be bound by the provisions of this Section 1.3 and may not assign a value to any item greater than the greatest value for such item claimed by either Party in the Closing Statement or Dispute Notice, as applicable, or less than the smallest value for such item claimed by either Party in the Closing Statement or Dispute Notice, as applicable. No item in the Closing Statement which has not been disputed in the Dispute Notice shall be adjusted by the Independent Accountant. The fees, costs and expenses of the Independent Accountant (A) shall be borne by Buyer in the proportion that the aggregate dollar amount of items so submitted that are unsuccessfully disputed by Buyer (as finally determined by the Independent Accountant) bears to the aggregate dollar amount of such items so submitted and (B) shall be borne by the Rollover Sellers, severally and not jointly with 50% of such amount to be borne by Cascade, and with 50% of such amount to be borne by MPCHPA, in the proportion that the aggregate dollar amount of items so submitted that are successfully disputed by Buyer (as finally determined by the Independent Accountant) bears to the aggregate dollar amount of such items so submitted. In connection with and after delivery by Buyer of the original Closing Statement pursuant to Section 1.3(a), each of the Rollover Sellers and Buyer shall promptly make available to the other (upon the request of the other) their respective work papers generated in connection with the preparation or review of the Closing Statement.

(e) Purchase Price Adjustment. Within three (3) business days after the determination of the Net Working Capital, Closing Cash Amount, Indebtedness and Seller Transaction Expenses in accordance with this Section 1.3, the adjustment or adjustments of the Purchase Price shall be made as follows: (i) in the event that the Closing Cash Amount as finally determined ("Final Closing Cash Amount") exceeds the Closing Cash Amount used to determine the Closing Cash Payment at Closing ("Preliminary Closing Cash Amount") then the Purchase Price shall be adjusted upwards in an

amount equal to such excess, (ii) in the event the Final Closing Cash Amount is less than the Preliminary Closing Cash Amount, then the Purchase Price shall be adjusted downwards in an amount equal to such shortfall, (iii) in the event that the Final Net Working Capital Adjustment as finally determined in accordance with this Section 1.3 exceeds the Estimated Net Working Capital Adjustment, then the Purchase Price shall also be adjusted upward in an amount equal to such excess, (iv) in the event that the Final Net Working Capital Adjustment as finally determined in accordance with this Section 1.3 is less than the Estimated Net Working Capital Adjustment, then the Purchase Price shall also be adjusted downward in an amount equal to such deficiency, (v) in the event that the Indebtedness as finally determined ("Final Indebtedness") exceeds the Indebtedness used to determine the Closing Cash Payment at Closing ("Preliminary Indebtedness"), then the Purchase Price shall be adjusted downwards in an amount equal to such shortfall, (vi) in the event that the Preliminary Indebtedness exceeds Final Indebtedness, then the Purchase Price shall be adjusted upwards in an amount equal to such excess, (vii) in the event that the Seller Transaction Expenses as finally determined ("Final Seller Transaction Expenses") exceeds the Seller Transaction Expenses used to determine the Closing Cash Payment at Closing ("Preliminary Seller Transaction Expenses"), then the Purchase Price shall be adjusted downwards in an amount equal to such shortfall and (viii) in the event that the Preliminary Seller Transaction Expenses exceeds Final Seller Transaction Expenses, then the Purchase Price shall be adjusted upwards in an amount equal to such excess. If the net result of the adjustments in the previous sentence is an increase in the Purchase Price, Buyer shall pay to the Rollover Sellers the amount of such increase by wire transfer of immediately available funds, of which 50% shall be payable to Cascade, and of which 50% shall be payable to MPCHPA; and if the net result of such adjustments is a decrease in the Purchase Price, such deficiency will be paid to Buyer by the Rollover Sellers, severally (and not jointly) of which 50% shall be payable by Cascade, and of which 50% shall be payable by MPCHPA; provided, however, that if there is a dispute and it is evident that one Party will owe the other an amount but such amount is uncertain, the undisputed amount shall be paid within three (3) business days of such agreement. Any payment made pursuant to this Section 1.3 shall be deemed an adjustment to the Purchase Price.

(f) No Duplicative Adjustment. Notwithstanding anything herein to the contrary, the calculations and adjustments made in respect of Net Working Capital, Closing Cash Amount, Indebtedness, and Seller Transaction Expenses shall be made without duplication as to any component thereof or item included therein.

1.4 Earnout.

(a) Earnout Payments. On or prior to the later of January 31, 2019 and the Closing Date (the "Measurement Date"), the Company (for the avoidance of doubt, following the Closing, any action, approval or agreement of or by the Company as set forth in or required by this Agreement shall be at the direction or with the approval of Buyer), shall deliver to each of the Rollover Sellers a written statement (the "Earnout Statement") setting forth its good faith determination of the number of enrollees in the Company's membership plan as of December 31, 2018 (such number of enrollees, the "Year-End Plan Enrollment") and the Earnout Payment Amount (if any) based on the Company's books and records. In the event that the Company shall not have received a Earnout Dispute Notice (as defined below) during the fifteen (15) day period following the Measurement Date, on the date that is thirty (30) days after the Measurement Date, or promptly thereafter upon the resolution of any disputes pursuant to this Section 1.4, subject to the terms of the Escrow Agreement and each Rollover Seller's obligation to fund such Rollover Seller's Special Escrow Deposit (if not then already fully funded), Buyer shall deliver, by wire transfer of immediately available funds to an account or accounts specified by each Rollover Seller, (i) to Cascade, an amount equal to fifty-five percent (55%) of the Earnout Payment Amount (if any), and (ii) to MPCHPA, an amount equal to forty-five percent (45%) of the Earnout Payment Amount (if any).

(b) In the event the Rollover Sellers dispute the Company's calculation of the Earnout Payment Amount, such Rollover Sellers shall notify the Company in writing (the "Earnout Dispute Notice") of the amount, nature and basis of such dispute, within thirty (30) days after delivery of the Earnout Statement (the "Earnout Review Period"). During the Earnout Review Period, the Buyer shall deliver, or cause the Company to deliver, such financial statements and books and records and supporting documentation as may be reasonably requested by such Rollover Sellers to confirm in all material respects the Company's calculation of the Earnout Payment. In the event such Rollover Sellers deliver an Earnout Dispute Notice, Buyer and such Rollover Sellers shall first negotiate in good faith to reach agreement on the disputed items or amounts in order to determine the Earnout Payment. Should the Rollover Sellers fail to deliver an Earnout Dispute Notice prior to the expiration of the Earnout Review Period, the Rollover Sellers shall be deemed to have agreed with the Company's calculation of the Earnout Payment Amount for all purposes.

(c) If Buyer and the Rollover Sellers are unable to resolve the disputed items(s) within thirty (30) calendar days after delivery of the Earnout Dispute Notice, then any remaining items in dispute shall be submitted to the Independent Accountant. All determinations and calculations pursuant to this Section 1.4(c) shall consider only those items or amounts on the Buyer's calculation of the Earnout Payment Amount that the Rollover Sellers have specifically disputed in the Earnout Dispute Notice, shall be in writing and shall be delivered to Buyer and the Rollover Sellers as promptly as practicable. The determination of the Independent Accountant as to the resolution of any dispute shall be binding and conclusive upon all Parties. A judgment on the determination made by the Independent Accountant pursuant to this Section 1.4 may be entered in and enforced by any court having jurisdiction over the Parties. The fees, costs and expenses of the Independent Accountant under this Section 1.4 (A) shall be borne by Buyer in the proportion that the aggregate dollar amount of items so submitted that are unsuccessfully disputed by Buyer (as finally determined by the Independent Accountant) bears to the aggregate dollar amount of such items so submitted and (B) shall be borne by the Rollover Sellers, severally and not jointly, with fifty-five percent (55%) of any such amounts to be borne by Cascade and forty-five percent (45%) of any such amounts to be borne by MPCHPA, in the proportion that the aggregate dollar amount of items so submitted that are successfully disputed by Buyer (as finally determined by the Independent Accountant) bears to the aggregate dollar amount of such items so submitted.

(d) Any Earnout Payment Amount made to a Rollover Seller under this Section 1.4 shall be deemed an adjustment to the Purchase Price.

(e) If, and only if, the Closing Date occurs prior to January 1, 2019, during the period beginning on the Closing Date and until January 1, 2019, Buyer shall not cause the Company to take any action or omission with the intent to avoid payment of the Earnout Payment Amount.

1.5 Closing.

(a) Subject to the terms and conditions of this Agreement, the closing of the Transactions (the "Closing") shall occur on the second business day after the satisfaction or waiver (subject to applicable Legal Requirement) of the conditions set forth in ARTICLE II (excluding conditions that, by their terms, are to be satisfied at Closing but subject to the satisfaction or waiver of such conditions at the Closing), or such other day as may be mutually agreed to by Buyer and the Sellers (the "Closing Date").

(b) At the Closing:

(i) The Sellers, each for itself and not for any other Seller, shall deliver to Buyer duly executed assignments of the Company Stock in favor of Buyer (other than the Contributed Shares, which assignments shall be in favor of Parent pursuant to the Contribution Agreement) (together with certificates for the Company Stock, if any), and other evidence satisfactory to Buyer with respect to the transfer of the Company Stock by the Sellers to Buyer;

(ii) Buyer shall deliver the Closing Payments, if any;

(iii) Each Seller shall deliver by wire transfer of immediately available funds to the account designated in the Escrow Agreement, the amount set forth opposite such Seller's name on Schedule 1.5(b)(iii); provided that [redacted] of the amount set forth for Cascade need not be delivered until the Earnout Payment Amount, if any, has been paid and [redacted] of the amount set forth for MPCHPA need not be delivered until the Earnout Payment Amount, if any, has been paid;

(iv) The Company shall deliver to Buyer a long form good standing certificate or its equivalent for the Company issued by the Governmental Authority of Oregon, dated no earlier than the date hereof;

(v) The Company shall deliver to Buyer evidence that the Company has purchased the D&O Tail Policy for the Company and fully-paid the premium therefor;

(vi) Each Seller, for itself and not for any other Seller, shall deliver to Buyer a certificate of the Secretary of such Seller certifying that attached to such certificate, as applicable, are true and correct copies of the Organizational Documents of such entity and resolutions of the board of directors (or comparable governing bodies) of such Seller adopting and authorizing the transactions contemplated by this Agreement;

(vii) The Company shall deliver to Buyer a certificate of the Secretary of the Company certifying that attached to such certificate, as applicable, are true and correct copies of the Organizational Documents of the Company and resolutions of the board of directors (or comparable governing bodies) and the equityholders of the Company adopting and authorizing the transactions contemplated by this Agreement;

(viii) The Company shall deliver evidence of termination of the Amended and Restated Shareholder Voting and Share Transfer Agreement, dated as of August 17, 2011;

(ix) Each Seller, for itself and not for any other Seller, shall deliver to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code;

(x) The Company shall deliver to Buyer the minute book(s) and stock ledgers for the Company;

(xi) Each Seller shall deliver to Buyer a copy of the Escrow Agreement, duly executed by such Seller;

(xii) Sellers shall cause the Company to, and the Company shall, retain an aggregate amount of bank value unrestricted cash equal to the Company's aggregate direct administrative CMS RAPS overpayment liability as of the Closing Date as set forth on Schedule 1.5(b)(xii) as may be

adjusted between the date hereof and the Closing in accordance with the terms set forth on Schedule 1.5(b)(xii) (the "Cash Reserve") (and not, for the avoidance of doubt, the Sellers' aggregate CMS RAPS overpayment liability), which will serve as a specific reserve for the Company's CMS RAPS overpayment liabilities, and Sellers shall provide at Closing evidence reasonably satisfactory to Buyer of the Cash Reserve as of the Closing Date, including the applicable Company account information in which such Cash Reserve is retained; and

(xiii) The Company shall have delivered to Buyer evidence that the Services Agreements attached as Exhibit B hereto (the "Services Agreements") between the Company and each of the Sellers are in full force and effect as of immediately prior to the Closing.

1.6 Withholding.

Notwithstanding anything to the contrary in this Agreement, Buyer shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement any withholding Taxes or other amounts required under any applicable Tax law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE II
CONDITIONS TO CLOSING

2.1 Buyer's Obligation.

The obligation of Buyer to purchase and pay for the Company Stock is subject to the satisfaction (or waiver by Buyer) as of the Closing of the following conditions:

(a) Without giving effect to any Schedule Supplement, the (i) Fundamental Representations (other than those set forth in ARTICLE IV) made in this Agreement shall be true and correct, as of the time of Closing, as though made as of such time (except to the extent such Fundamental Representations expressly relate to an earlier date, in which case such Fundamental Representations shall be true and correct on and as of such earlier date), in each case, in all respects, and (ii) representations and warranties of the Company made in this Agreement shall be true and correct, as of the time of the Closing as though made as of such time (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date), in each case except where the failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect on the Business of the Company.

(b) The Company shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by the Company by the time of the Closing.

(c) The Company shall have delivered to Buyer a certificate certifying that the conditions set forth in Section 2.1(a) and Section 2.1(b) have been satisfied.

(d) The Company shall have delivered to Buyer consents, authorizations and approvals (in form and substance acceptable to Buyer) to the transactions contemplated by this Agreement from those persons set forth on Schedule 2.1(d) and from any Governmental Authority as required with respect to any Permit necessary to the operation of the Company and the Business or to consummate the transaction contemplated hereby.

(e) The Company shall have delivered payoff letters for all Indebtedness other than the Indebtedness set forth on **Schedule A-1** and Seller Transaction Expenses from the obligees thereof including the amounts necessary to pay off all Indebtedness set forth on **Schedule A-1** and Seller Transaction Expenses as of the Closing, along with the per diem interest amount with respect thereto, if applicable, and the agreement of each such obligee that, upon receipt of such specified amount, such Indebtedness or Seller Transaction Expenses shall be paid in full and the Buyer or its designee shall be authorized to release all of such Person's Encumbrances, if any, upon the Company Stock or any of the properties or assets of the Company.

(f) No Legal Requirement preventing any aspect of the Transactions shall be in effect, and all required regulatory approvals shall have been obtained.

(g) There shall not have been any Material Adverse Effect since the date of this Agreement.

(h) Buyer shall have received all of the deliveries to be delivered to it pursuant to Section 1.5.

(i) The Fundamental Representations set forth in ARTICLE IV made in this Agreement by each Seller shall be true and correct, as of the time of Closing, as though made as of such time (except to the extent such Fundamental Representations expressly relate to an earlier date, in which case such Fundamental Representations shall be true and correct on and as of such earlier date), in each case, in all respects.

(j) Each Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Seller by the time of the Closing.

(k) Each Seller shall have delivered to Buyer a certificate certifying that the conditions set forth in Section 2.1(i) and Section 2.1(j) have been satisfied with respect to such Seller.

(l) The Rollover Sellers and Parent shall have entered into the Contribution Agreement, on terms and conditions reasonably acceptable in good faith to the Rollover Sellers and generally customary for minority, non-control equity investments.

(m) The Rollover Sellers and other equity holders of Parent shall have entered into an Operating Agreement for Parent on terms and conditions reasonably acceptable in good faith to the Rollover Sellers and generally customary for minority, non-control equity investments.

2.2 Seller's Obligation.

The obligation of the Sellers to sell and deliver the Company Stock to Buyer is subject to the satisfaction (or waiver by the Sellers) as of the Closing of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct, as of the date hereof and as of the time of the Closing as though made as of such time (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date), in each case except where the failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the purchase and sale of the Company Stock and the other transactions contemplated by this Agreement and the Ancillary Documents on the terms and conditions set forth herein and therein.

(b) Buyer shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Buyer by the time of the Closing.

(c) Buyer shall have delivered to the Sellers a certificate of the Buyer certifying that the conditions set forth in Section 2.2(a) and Section 2.2(b) have been satisfied.

(d) No Legal Requirement preventing any aspect of the Transactions shall be in effect, and all required regulatory approvals shall have been obtained.

(e) There shall not have been any Material Adverse Effect since the date of this Agreement.

(f) Sellers shall have received all of the deliveries to be delivered to them pursuant to Section 1.5.

(g) The Rollover Sellers and Parent shall have entered into the Contribution Agreement, on terms and conditions reasonably acceptable in good faith to the Rollover Sellers and generally customary for minority, non-control equity investments.

(h) The Rollover Sellers and other equity holders of Parent shall have entered into an Operating Agreement for Parent on terms and conditions reasonably acceptable in good faith to the Rollover Sellers and generally customary for minority, non-control equity investments.

2.3 Frustration of Closing Conditions.

Neither Buyer nor Sellers may rely on the failure of any condition set forth in Section 2.1 or 2.2, respectively, to be satisfied if such failure was caused by such Party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur. Notwithstanding anything to the contrary in this Agreement, none of the Company or Sellers shall be obligated to pay any consideration to any third party from whom consent or approval to consummate the transactions contemplated hereby is requested.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as otherwise set forth in a disclosure schedule attached to this Agreement (collectively, the "Disclosure Schedules"), the Company hereby represents and warrants to Buyer as of the date hereof and as of the Closing as follows. The Disclosure Schedules have been arranged for purposes of convenience in separate sections corresponding to the sections of this Article III and Article IV; however, information disclosed on one section of the Disclosure Schedules shall be deemed to be disclosed on another section of the Disclosure Schedules or be deemed to be an exception to another representation and warranty in this Article III and Article IV, in each case, only if the relevance of such information to such other section of the Disclosure Schedules is reasonably apparent on its face or an applicable cross-reference is included.

3.1 Organization.

The Company is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation and has all corporate or similar power and authority to own, lease, and operate the properties and assets it currently owns or leases and to carry on its business as it is currently conducted. The Company is duly licensed or qualified to do business as a foreign entity and is in good standing in all jurisdictions in which the character of the properties and assets now owned or leased by it

or the nature of the business now conducted by it requires it to be so licensed or qualified. Complete and correct copies of the Organizational Documents of the Company have been delivered to Buyer.

3.2 Authority and Approval.

The Company has full right, power, capacity and authority to execute and deliver this Agreement and each of the Ancillary Documents to be executed and delivered thereby, to consummate the Transactions and to comply with the terms, conditions and provisions hereof and thereof. The execution and delivery of this Agreement and the Ancillary Documents to which the Company is a party, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been, or will be prior to the Closing, duly authorized, and no other proceeding on the part of the Company is, or will be, as applicable, necessary. This Agreement and each of the Ancillary Documents to which the Company is a party have been duly executed and delivered by the Company and (assuming due authorization, execution, and delivery by the other parties thereto) constitutes or will constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding in law or equity).

3.3 Capitalization.

The authorized and issued equity interests of the Company are set forth in Schedule 3.3(a). The record owners of the Company are set forth in Schedule 3.3(a). Except as set forth in the corresponding subsection of Schedule 3.3(b), (i) the Company does not directly or indirectly own any equity or similar interest in, or any interest directly or indirectly convertible into, exchangeable or exercisable for, or carrying the rights to acquire, any equity or similar interest in, any Person and the Company is not subject to any obligation or requirement to make any investment (in the form of a loan, capital contribution or otherwise) in any Person or acquire any securities of any Person, (ii) all the outstanding ownership interests in the Company have been duly authorized, validly issued, are fully paid and non-assessable, and were not issued in violation of any preemptive or similar right, (iii) there are no equity interests or other securities of the Company outstanding, (iv) there are no Convertible Securities outstanding, (v) there are no voting, transfer, registration or other agreements or commitments with respect to any equity securities of the Company and (vi) there are no phantom stock, stock appreciation or similar rights, obligations or arrangements outstanding with respect to the Company.

3.4 Title.

Except as set forth on Schedule 3.4, the Company has good and marketable title to or holds valid and enforceable leases or licenses to, all assets, property, rights and privileges used by the Company in the conduct of the Business as currently conducted, free and clear of any and all Encumbrances other than Permitted Encumbrances. Except as set forth in Schedule 3.4, none of the material tangible personal property owned or leased by the Company is located other than at the Facilities. All material items of tangible personal property owned or leased by the Company are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently being used. The Company possesses or has a valid right to use all assets necessary to operate the Business as presently operated by the Company.

3.5 Consents.

Except as provided in Schedule 3.5, no consent, approval, waiver or authorization of, or exemption by, or filing with or notice to, any Governmental Authority or other Person is required in

connection with the execution, delivery and performance by the Company of this Agreement or any of the Ancillary Documents or the taking by the Company of any other action contemplated hereby or thereby or the consummation of the Transactions, including with respect to any Permits.

3.6 No Conflicts.

The execution and delivery of, and performance by the Company of its obligations under this Agreement and the Ancillary Documents and the consummation by the Company of the Transactions will not, with or without the giving of notice or the lapse of time, or both, (i) violate or conflict with any provision of the Organizational Documents of the Company, (ii) contravene, violate or conflict with in any material respect any Legal Requirement or Order applicable to the Company or any of its assets or operations, (iii) except as set forth in Schedule 3.6, violate, conflict with or result in a breach of the terms or conditions or provisions of, or constitute a default under, or give rise to the termination, modification, acceleration or cancellation of any Contract, or (iv) result in the creation or imposition of an Encumbrance on the Company Stock or any of the properties or assets of the Company.

3.7 Compliance with Laws; Orders and Permits.

The Company is, and at all times during the past five (5) years has been, in compliance with all Legal Requirements applicable to the Company. Except as set forth on Schedule 3.7, the Company has not received written notice during the five (5) years prior to the date hereof of any violation of any Legal Requirement in connection with the conduct, ownership, use, occupancy or operation of the Company, its Business or its assets. The Company currently has, and at all times during the past five (5) years has had, all Permits. A list of all current Permits is set forth in Schedule 3.7, and complete and correct copies of all such Permits have been provided to Buyer. Each such Permit is valid and in full force and effect, and there are no Actions pending, or to the Company's Knowledge, threatened, that seek the revocation, cancellation, suspension, limitation or other adverse modification thereof. To the Company's Knowledge, there are no issues that would prevent due and timely transfer of such Permits to Buyer at the Closing in connection with consummating the transactions contemplated hereby.

3.8 Financial Statements.

The Company has delivered to Buyer (a) an audited balance sheet of the Company as at each of December 31, 2017 (the "Balance Sheet Date"), December 31, 2016 and December 31, 2015, and audited statements of income, retained earnings and cash flows for the fiscal years then ended, and (b) an unaudited balance sheet of the Company as at September 30, 2018 and unaudited consolidated statements of income and cash flows of the Company for the nine month period then ended ((a) and (c) collectively, the "Financial Statements"), a copy of each of which is attached hereto as Exhibit 3.8. The Financial Statements are complete and correct in all material respects and present fairly the financial position and results of operations and cash flow of the Company as at the respective dates indicated and for the respective periods then ended in conformity with GAAP consistently applied through the periods covered thereby, subject in the case of interim financial statements to normal and recurring year-end adjustments and the absence of footnotes. The books and records of the company are correct and complete in all material respects and have been maintained in accordance with all Legal Requirements. Each of the Financial Statements has been prepared in all material respects in accordance with the books and records of the Company.

3.9 Absence of Certain Changes or Events.

Except as set forth on Schedule 3.9, since the Balance Sheet Date, the Company has in all material respects conducted the Business in the ordinary course consistent with past practices. Without limiting the generality of the foregoing, since the Balance Sheet Date, except as disclosed on the applicable subsection of Schedule 3.9, there has not been: (a) any one or more related or unrelated changes, events,

developments or circumstances which, individually or in the aggregate, have had, or could reasonably be expected to have, a Material Adverse Effect; (b) any sale, lease, transfer or other disposition of, or any mortgage or pledge, or imposition of any Encumbrance on, any assets of the Company, except for inventory and immaterial amounts of personal property sold or otherwise disposed of in the ordinary course of business consistent with past practice and except for the imposition of Permitted Encumbrances; (c) any cancellation of any debts owed to or claims held by the Company (including the settlement of any claims or litigation) other than in the ordinary course of business consistent with past practice; (d) any payment to settle any Action against the Company other than in the ordinary course of business consistent with past practice and not in excess of $50,000; (e) any creation, incurrence or assumption, or any agreement to create, incur or assume, any Indebtedness; (f) any acceleration or delay of collection of notes or accounts receivable of the Company in advance of or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of business consistent with past practice; (g) any delay or acceleration of payment of any account payable or other liability of the Company beyond or in advance of its due date or the date when such liability would have been paid in the ordinary course of business consistent with past practice; (h) any write-off as uncollectible of any notes or accounts receivable or other cash obligations owed to the Company, other than in the ordinary course of business consistent with past practices; (i) any acquisition of real property by the Company or binding undertakings or commitments to undertake capital expenditures by the Company exceeding $100,000 in the aggregate; (j) any increase outside the ordinary course of business in any compensation payable to any officer or employee of the Company or in any Employee Benefit Plan of the Company; (k) any acquisition or disposition by the Company of any business or line of business, whether by merger, purchase or sale of equity, purchase or sale of assets or otherwise; (l) any material damage, destruction, loss or claim (whether or not covered by insurance) or condemnation nor other taking affecting the Company or any of its assets; (m) any Tax election filed by the Company with any Governmental Authority or expressly made on any Tax Return, any change in the Company's method of Tax accounting, preparation of any Tax Returns of the Company in a manner which is materially inconsistent with the past practices of the Company with respect to the treatment of items on prior Tax Returns, incurrence of any material liability for Taxes by the Company other than in the ordinary course of business consistent with past practice, filing by the Company of any amended Tax Return or any past-due Tax Return or filing of any Tax Return in a jurisdiction where the Company did not file a Tax Return of the same type in the immediately preceding Tax period or a claim for refund of Taxes with respect to the income, operations or property of the Company, or settlement of any claim relating to Taxes involving the Company; (n) any entry into, amendment or modification of, or any affirmative action to terminate, any Material Contract other than in the ordinary course of business; (o) any change by the Company in its method of accounting or accounting practice, or any failure by the Company to maintain its books, accounts and records in the ordinary course of business consistent with past practices; (p) any declaration or payment of any dividend or distribution to the members, stockholders or other equity interest holders of the Company; or (q) any agreement, understanding or commitment by the Company to do any of the foregoing.

3.10 Intellectual Property.

(a) Schedule 3.10(a) contains a complete list (specifying whether or not registered and, if applicable, the patent, registration or application number and issuance, registration or filing date and the termination or expiration date thereof) of all registered Owned Intellectual Property (including all applications therefor) and all unregistered material trademarks or service marks used by the Company.

(b) Schedule 3.10(b) contains a complete list (specifying the owner, in each case) of all registered or unregistered Intellectual Property licensed to the Company or otherwise used in the Business (other than (i) Owned Intellectual Property and (ii) generally commercially available, off the shelf software programs licensed pursuant to shrink wrap or "click to accept" agreements) and all Internet

addresses registered to the Company or otherwise operated by the Company in connection with the Business.

(c) Except as disclosed in Schedule 3.10(b), the Company is the sole owner of the right, title and interest in and to, free and clear of Encumbrances, or has the right to use pursuant to a valid and enforceable license set forth in Schedule 3.10(b), all Intellectual Property used in the operation of the Business as currently conducted (collectively, the "Business Intellectual Property").

(d) Except as set forth in Schedule 3.10(c), (i) the Company has not received any written notice of any claims, including any cease and desist letters, by or against the Company that were either pending during the five (5) years prior to the date hereof or are presently pending contesting the validity, use, ownership or enforceability of any of the Business Intellectual Property, and, to the Company's Knowledge, no such action is threatened, (ii) the Company's use of the Business Intellectual Property is not infringing, misappropriating or otherwise violating the Intellectual Property of any other Person, and has not done so, and no notices have been received by the Company regarding any of the foregoing and (iii) to the Company's Knowledge, no other Person is infringing, misappropriating or otherwise violating any Owned Intellectual Property.

3.11 Environmental Matters.

(a) Except as set forth in Schedule 3.11(a): (i) the Company and the operation of the Business have been, and are, in compliance with all Environmental Laws; (ii) to the Company's Knowledge, there is no Release of any Hazardous Material at, on, under, in, to or from any of the Facilities or any facility previously operated or occupied by the Company; (iii) to the Company's Knowledge, there is no Release of any Hazardous Material at, on, under, in, or from any other property that has migrated, or is migrating to, on, or under, or is otherwise threatening any Facility or any facility previously operated or occupied by the Company; (iv) during the past five (5) years, the Company has not received written notice from any party alleging that the Company is actually or potentially responsible for the presence or Release of any Hazardous Material at any location, whether at any Facility or otherwise; (v) the Company is not currently subject to any Action by any Person alleging any actual or threatened injury or damage to any person, property, natural resource or the environment arising from or relating to the actual or alleged exposure to any Hazardous Material or to the actual or alleged presence, Release of any Hazardous Materials at, on, under, in, to or from any Facility or in connection with any operations or activities thereat or any facility previously operated or occupied by the Company; (vi) to the Company's Knowledge, none of the Facilities, any facility previously operated or occupied by the Company, any operations or activities at the Facilities, or any other operations or activities of the Company is subject to any Action, summons or any Encumbrance relating to any Hazardous Materials or Releases thereof or any Environmental Law or violation thereof, or any Environmental Claims; and (vii) to the Company's Knowledge, there are no underground storage tanks currently located at any Facility.

(b) Except as set forth in Schedule 3.11(b)(i): (i) the Company has, and has had, at all times prior to the date hereof and is and has been in material compliance with all Permits required under Environmental Laws in connection with the operation of the Business and the use and ownership of the Facilities and any facility previously operated or occupied by the Company ("Environmental Permits"); and (ii) all such Environmental Permits are in full force and effect.

(c) Except as set forth in Schedule 3.11(c), the Company has timely filed all reports, obtained all required approvals, generated and maintained in all material respects all required data, documentation and records required by the Environmental Laws or any Legal Requirement.

3.12 Contracts.

Schedule 3.12(a) sets forth a list (identifying in each case the applicable subsection) of (i) each Contract that could reasonably be expected to require the Company to pay, or could reasonably be expected to entitle the Company to receive, or could reasonably be expected to result in obligations of the Company in the amount of, in the aggregate, $100,000 or more on an annual basis, (ii) all Contracts that restrict the Company from competing with or engaging in any business activity anywhere in the world or soliciting for employment, hiring or employing any Person, (iii) all Contracts for acquisitions or dispositions (by merger, purchase or sale of assets or stock or otherwise) of any Person or line of business, as to which the Company has continuing obligations or rights, (iv) all Contracts concerning joint venture or partnership arrangements, or the express sharing of profits or revenues, (v) all Contracts whereby the Company leases, subleases, licenses, or otherwise holds any rights to use or occupy any land, buildings, structures, improvements, fixtures or other interests in real property or personal property, (vi) all Contracts with any Governmental Authority, (vii) all Contracts pursuant to which the Company leases, is licensed or otherwise authorized to use or distribute any Intellectual Property of any other Person or which otherwise affect the ability of the Company to use any Intellectual Property (other than generally commercially available, off the shelf software programs licensed pursuant to a shirk wrap or "click to accept" agreements), (viii) all Contracts pursuant to which the Company leases, licenses or otherwise authorizes another Person to use, distribute, sell, resell or incorporate any Owned Intellectual Property, (ix) all Contracts that contain any fixed or indexed pricing, "most-favored nation" pricing or similar pricing terms or provisions regarding minimum volumes, volume discounts, or rebates, (x) all Contracts that, together with any other Contracts, provide for capital expenditures in excess of $100,000 for any single project or related series of projects or $250,000 for all projects, (xi) all Contracts that provide for the employment or retention of any current employee of the Company, that contains a severance obligation of the Company to any current or former employee, or that contains any ongoing change of control, sale or transaction-based provisions in respect of any employee of the Company, (xii) all Contracts related to securities hedging or similar transactions and (xiii) all Contracts that grant a power of attorney on behalf of the Company. All Contracts required to be listed on Schedule 3.12(a) are referred to herein as "Material Contracts." Except as set forth on Schedule 3.12(b), (i) each Material Contract is in full force and effect and is a valid, legal and binding obligation of the Company or Company party thereto, and to the Company's Knowledge, the other party or parties thereto, and is enforceable by the Company in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and to general principles of equity, (ii) neither the Company nor, to the Company's Knowledge, any other party or parties thereto has terminated, canceled, modified or waived any material term or condition of any Material Contract, and (iii) the Company is not in default, nor has any event within the Company's control occurred which, with the giving of notice or the passage of time or both would constitute a default by the Company, or which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination of or by another party under, or in any manner release any party thereto from any liability or obligation under, any Material Contract and, to the Company's Knowledge, no other party is in default, and no event has occurred which, with the giving of notice or the passage of time or both would constitute a default by any other party, or which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination of or by the Company under, or in any manner release any party thereto from any liability or obligation under, any Material Contract. The Company has delivered to Buyer true and correct copies of each of the written Material Contracts and a written description of any oral Material Contract. No party to a Material Contract has delivered written notice of termination, cancellation or non-renewal.

3.13 Litigation.

Except as set forth on Schedule 3.13(a), there is no Action pending or, to the Company's Knowledge, threatened against the Company or any of the current or former officers, directors or employees of the Company in their capacity as such. Except as set forth on Schedule 3.13(b), there is no Action pending or

threatened by the Company. Schedule 3.13(c) sets forth a complete and correct list and description of all Actions to which the Company was a party (whether by or against the Company) or any current or former owner, officer, director or employee of the Company, in each case in their capacity as such, was a party and which were resolved in the past five (5) years. Schedule 3.13(d) sets forth any Order to which the Company, or any current or former owner, officer, director or employee of the Company, in each case in their capacity as such, is subject.

3.14 Insurance.

Schedule 3.14(a) sets forth a list of all insurance (including self-insurance programs) maintained by the Company in respect of the Business and/or the Company (the "Insurance Policies"). Each of the Insurance Policies is in full force and effect and no written notice has been received by the Company from any insurance carrier purporting to terminate, reduce or cancel coverage under any of the Insurance Policies. Except as set forth in Schedule 3.14(b), during the three (3) years prior to the date hereof there have been no claims against the Insurance Policies. The Company has made timely premium payments with respect to all of the Insurance Policies. No further premiums or payment will be due from the Company under the Insurance Policies after the date hereof with respect to periods (or portions of periods) prior to the date hereof. The Company is not in default with respect to its obligations under the Insurance Policies that are currently in effect.

3.15 Employee Benefit Plans.

(a) Except as set forth on Schedule 3.15, (i) the Company has not maintained, sponsored, adopted, made contributions to or obligated itself to make contributions to or to pay any benefits or grant rights under or with respect to, or has any other Liability with respect to, any Employee Benefit Plan, and (ii) no Employee Benefit Plan that provides severance benefits is subject to ERISA.

(b) Neither the Company nor any ERISA Affiliate has at any time participated in or made contributions to or has had any other Liability or potential Liability with respect to a plan which is or was (i) a "multiemployer plan" within the meaning of ERISA Section 3(37) or 4001(a)(3), (ii) a "multiple employer plan" within the meaning of Code Section 413(c), (iii) a "multiple employer welfare arrangement" within the meaning of ERISA Section 3(40), or (iv) subject to Section 302 or Title IV of ERISA or Code Section 412.

(c) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a determination letter from the IRS that such Employee Benefit Plan is so qualified or is a preapproved plan that is the subject of a favorable opinion or advisory letter from the IRS, and nothing has occurred since the date of such letter that would cause such letter to become unreliable.

(d) Each Employee Benefit Plan has been and is operated and funded in such a manner as to qualify, where appropriate, for both federal and state purposes, for income tax exclusions to its participants, tax-exempt income for its funding vehicle, and the allowance of deductions and credits with respect to contributions thereto.

(e) There are no Actions pending or, to the Company's Knowledge, threatened with respect to any Employee Benefit Plan, or the assets thereof (other than routine claims for benefits and proceedings with respect to qualified domestic relations orders), and to the Company's Knowledge there are no facts which could be reasonably likely to give rise to any Action against any Employee Benefit Plan, any fiduciary or plan administrator of any Employee Benefit Plan or the assets thereof.

(f) Each of the Employee Benefit Plans and all related trusts, insurance contracts and funds have been maintained, funded and administered in material compliance with their terms, and in material compliance with the applicable provisions of ERISA, the Code, and any other applicable Legal Requirement. With respect to each Employee Benefit Plan, all required payments, premiums, contributions, distributions or reimbursements for all periods ending prior to or as of the date hereof have been timely made or properly accrued.

(g) Neither the Company nor any other "disqualified person" (within the meaning of Section 4975 of the Code) nor any "party in interest" (within the meaning of Section 3(14) of ERISA) has engaged in any nonexempt "prohibited transaction" (within the meaning of Section 4975 of the Code or Section 406 of ERISA) with respect to any of the Employee Benefit Plans which could subject any such Employee Benefit Plans, the Company or any officer, director or employee of the Company to any liability or any penalty or tax under Section 502(i) of ERISA or Section 4975 of the Code.

(h) Each Employee Benefit Plan that is subject to the health care continuation requirements of COBRA and/or the requirements of HIPAA, has been administered in compliance with such requirements. Except as set forth on Schedule 3.15(h), no Employee Benefit Plan provides post-retirement medical or life or other welfare benefits to any current or future retired or terminated employee (or any dependent thereof) of the Company other than as required pursuant to COBRA.

(i) With respect to each Employee Benefit Plan, the Company has provided Buyer with true, complete and correct copies of (to the extent applicable): (i) all documents pursuant to which the Employee Benefit Plan is maintained, funded and administered (including, without limitation, the plan and trust documents, any amendments thereto, the summary plan descriptions, any summaries of material modifications and any insurance contracts or service provider agreements and any amendments thereto); (ii) the three most recent annual reports (IRS Form 5500 series) filed with the IRS (with applicable attachments); and (iii) the most recent determination letter, if any, received from the IRS.

(j) All required reports with respect to each Employee Benefit Plan have been timely and accurately filed with the IRS, the United States Department of Labor and the Pension Benefit Guaranty Corporation and, as appropriate, provided to participants in the Employee Benefit Plan.

(k) Each Employee Benefit Plan that is a "non-qualified deferred compensation plan" (as such term is defined in Section 409A(d)(1) of the Code) has been administered and drafted or amended, in such a manner so that the additional tax described in Section 409A(1)(B) of the Code will not be assessed against any individual participating in any such non-qualified deferred compensation plan with respect to benefits due or accruing thereunder.

(l) No communication or disclosure has been made by the Company that, at the time made, did not accurately reflect the terms and operations of any Employee Benefit Plan in all material respects.

(m) Except for classification errors arising out of good faith positions which would not be reasonably expected to have a material impact on the Business, the Company has, for purposes of each relevant Employee Benefit Plan, correctly classified those individuals performing services for the Company as common law employees, leased employees, independent contractors or agents of the Company.

3.16 Taxes.

(a) All Tax Returns required to be filed by the Company have been properly filed in a timely manner and are correct and complete in all material respects, and all Taxes shown thereon have been timely and properly paid. No deficiencies for any Taxes have been asserted or assessed in writing against the Company that remain unpaid.

(b) The Company has not received written notice of any claim by a Governmental Authority in a jurisdiction where it has not filed Tax Returns that it may be subject to taxation by that jurisdiction. Schedule 3.16(b) lists each jurisdiction in which the Company currently files Tax Returns or pays Taxes.

(c) No Tax audits or administrative or judicial Tax proceedings are currently being conducted with respect to the Company. The Company has not received from any Governmental Authority any (i) written notice indicating an intent to open an audit or other review with respect to Taxes which audit or other review has not been completed, (ii) written request for information related to Tax matters, or (iii) written notice of deficiency or proposed adjustment for any amount of Tax, which has not been paid or resolved. The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency that, in either case, remains in effect.

(d) The Company has timely and properly withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, equity interest holder, stockholder or other third party and all IRS Forms W-2 and 1099 required with respect thereto have been consistently and properly completed and timely filed. The Company has consistently treated any workers that it treats as independent contractors (and any similarly situated workers) as independent contractors for purposes of Section 530 of the Revenue Act of 1978.

(e) The Company is not a party to any Tax allocation, Tax sharing, Tax distribution, Tax gross-up, Tax indemnification or similar agreement or arrangement.

(f) The Company does not have any liability for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 as a transferee or successor, by contract, or otherwise.

(g) There are no Encumbrances on any asset of the Company relating to Taxes, other than Permitted Encumbrances.

(h) The aggregate unpaid Taxes of the Company (i) did not, as of the Balance Sheet Date, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Company's balance sheet as of the Balance Sheet Date as of such date included in the Financial Statements and (ii) do not exceed that reserve as adjusted for the passage of time through the end of the Closing Date in accordance with the past custom and practice of the Company in preparing its financial statements and accruing for Tax liabilities. The unpaid Income Taxes of the Company for all Taxable periods (or portions thereof) ending on or before the Closing Date will not exceed the Income Tax Liability Accrual.

(i) The Company has never participated in any "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code or Treasury Regulation Section 1.6011-4(b).

(j) The Company has timely and properly collected and maintained all material resale certificates, exemption certificates and other documentation required to qualify for any exemption from the collection of sales Taxes imposed or due from the Company or otherwise in connection with the Business.

(k) None of the assets of the Company are an interest in an entity or arrangement classified as a partnership for United States federal, state or local Income Tax purposes.

(l) The Company is not the beneficiary of any Tax incentive, Tax rebate, Tax holiday or similar arrangement or agreement with any Governmental Authority, in each case other than those available to taxpayers generally under applicable Law.

(m) The Company has not requested or received a ruling from any Governmental Authority or signed any binding agreement with any Governmental Authority that might impact the amount of Tax due from Buyer or its Affiliates (including following the Closing, for the avoidance of doubt, the Company) after the Closing Date. The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in accounting method, or the use of a cash or an improper accounting method, for a taxable period ending on or prior to the Closing Date (including, for the avoidance of doubt, any 481 adjustment pursuant to Section 13221(d) of U.S. P.L. 115-97); (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Income Tax Law) executed on or prior to the Closing Date; (iii) intercompany transactions as described in Treasury Regulation Section 1.1502-13 (or any corresponding or similar provision of state, local or foreign Income Tax Law) or excess loss account described in Treasury Regulation Section 1.1502-19 (or any corresponding or similar provision of state, local or foreign Income Tax Law); (iv) installment sale or open transaction disposition made on or prior to the Closing Date; (v) prepaid or deposit amount received on or prior to the Closing Date; (vi) debt instrument held on or before the Closing Date that was acquired with "original issue discount" as defined in Section 1273(a) of the Code or is subject to the rules set forth in Section 1276 of the Code; (vii) election under Section 108(i) of the Code (or any corresponding or similar provision of state, local or foreign Tax Law) made on or prior to the Closing Date; (viii) income inclusion pursuant to Sections 951 or 951A of the Code with respect to any interest held in a "controlled foreign corporation" (as that term is defined in Section 957 of the Code) on or before the Closing Date, and (ix) "minimum gain chargeback" provision with respect to "minimum gain" for periods (or portions of periods) ending on or prior to the Closing Date pursuant to Subchapter K of the Code. The Company is not required to include any amount in income pursuant to Section 965 of the Code or pay any installment of the "net tax liability" described in Section 965(h)(1) of the Code.

(n) The Company has not deferred the inclusion of any amounts in taxable income pursuant to IRS Revenue Procedure 2004-34, Treasury Regulations Section 1.451-5, Sections 451(c), 455, 456 or 460 of the Code or any corresponding or similar provision of law (irrespective of whether or not such deferral is elective).

(o) An election pursuant to Section 83(b) of the Code was timely and properly filed in connection with any transfer described in Section 83(a) of the Code of the Company Stock subject to a "substantial risk of forfeiture" (as defined in Section 83 of the Code and the Treasury Regulations promulgated thereunder) at the time of such transfer and the Company has a copy of each such election.

(p) The Company is not a party to any gain recognition agreement under Section 367 of the Code nor has engaged in any transaction subject to Section 367(d) of the Code.

(q) Except for classification errors arising out of good faith positions which would not result in a Material Adverse Effect, each Employee Benefit Plan that is a "non-qualified deferred compensation plan" (as such term is defined in Section 409A(d)(1) of the Code) (a "Nonqualified Deferred Compensation Plan") and any award thereunder, in each case that is subject to Section 409A of the Code has been administered and drafted or amended, in such a manner so that the additional tax

described in Section 409A(1)(B) of the Code will not be assessed against any individual participating in any such Nonqualified Deferred Compensation Plan with respect to benefits due or accruing thereunder. No Employee Benefit Plan that would have been a Nonqualified Deferred Compensation Plan subject to Section 409A of the Code but for the effective date provisions that are applicable to Section 409A of the Code, as set forth in Section 885(d) of the American Jobs Creation Act of 2004, as amended (the "AJCA"), has been "materially modified" within the meaning of Section 885(d)(2)(B) of the AJCA after October 3, 2004.

(r) The Company is not a party to any agreement or arrangement that would result separately or in the aggregate, in the actual or deemed payment of any "excess parachute payments" within the meaning of Section 280G of the Code (or any comparable or similar applicable provision of foreign, state or local Legal Requirements) in connection with the Transactions.

(s) The Company has never been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(t) The Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.

3.17 Labor Matters.

(a) The Company is not a party to any collective bargaining agreement or any other labor union agreement with any labor organization applicable to any employees of the Company. During the five (5) years prior to the date hereof there have not been, and there is not pending or, to the Company's Knowledge, threatened, any strike, lockout, work stoppage, union organizing effort or unfair labor practice proceeding involving any of the employees of the Company. Except as set forth on Schedule 3.17(a), as of the date hereof, none of the employees of the Company is on short-term or long-term disability, military, medical or other leave. The Company is in compliance with all applicable Legal Requirements relating to age, race, disability, national origin and sex discrimination and harassment and there has been no discrimination, harassment or unfair labor practice by the Company or any of its respective officers, directors, employees or independent contractors, in each case, in their respective capacities as such. Except as set forth on Schedule 3.17(b), (i) no current employee of the Company has given written notice of his or her intent to terminate such employment and (ii) no written notice of termination has been given to any employee by the Company. Except as set forth on Schedule 3.17(c), to the Company's Knowledge, no allegation, charge or complaint of employment discrimination, harassment or other similar occurrence (whether or not resolved) has been made at any time during the past five (5) years or is currently threatened against the Company. To the Company's Knowledge, no employee or independent contractor is subject to any restrictive covenant for the benefit of any third party that would preclude such employee or independent contractor from providing services to the Company.

(b) The Company has correctly classified all employees as exempt or non-exempt and has paid all amounts due to all current and former employees, whether under applicable Legal Requirements or otherwise, in connection with the provision of services by such employees.

3.18 Real Property.

Schedule 3.18(a) sets forth each parcel of real property owned by the Company, including the name of the owner thereof (the "Owned Facilities"). Schedule 3.18(b) sets forth each parcel of real property leased or subleased to the Company, including the name of the lessor and the lessee and all

leases or subleases related thereto (the "Leased Facilities", and together with the Owned Facilities, the "Facilities"). Except as set forth in Schedule 3.18(a), the Company has good, record, marketable, indefeasible and insurable fee simple title to, and possession over, each Owned Facility, free and clear of any Encumbrances other than Permitted Encumbrances. There are no outstanding options, rights of first offer or rights of first refusal to purchase any Owned Facility or any portion thereof or interest therein, and there is no outstanding Contract to sell any Owned Facility or any portion thereof or any interest therein. All obligations of the Company arising from the ownership of any Owned Facility which are due, including but not limited to Taxes, leasing commissions, salaries and contracts, have been paid. The Facilities constitute all real property used or held for use by the Company in the operation of the Business. With respect to each lease or sublease related to any Leased Facility, except as set forth on Schedule 3.18(b): (i) the lease or sublease is in full force and effect and is a valid, legal and binding obligation of the Company, and to the Company's Knowledge, the other party or parties thereto, and is enforceable by the Company in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and to general principles of equity, (ii) the lease or sublease will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the Transactions contemplated hereby, (iii) the Company has not, and to the Company's Knowledge no other party to the lease or sublease has, repudiated any provision thereof, (iv) there are no disputes, oral agreements, or forbearance programs in effect as to the lease or sublease, (v) with respect to each sublease, the representations and warranties set forth in subsections (i) through (iv) above are true and correct with respect to the underlying lease, and (vi) the Company has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold. In addition, (i) all Facilities have received all approvals of Governmental Authorities required in connection with the operation thereof and have been operated and maintained in material compliance with applicable Legal Requirement, and (ii) all Facilities are supplied with utilities and other services necessary for the operation of such Facilities in the manner presently conducted. Each Facility has direct access to a public street adjoining such real property, such access is not dependent on any land or other real property interest and no written notice has been received by the Company relating to the termination or impairment of any right of ingress or egress with respect to any Facility. Except as set forth on Schedule 3.18(c), there are no leases, subleases, licenses, concessions or other contracts granting to any Person other than the Company the right of use or occupancy of any portion of any Facility, and there are no parties in possession of any portion of any Facility other than the Company. There are no pending or, to the Company's Knowledge, threatened condemnation proceedings, lawsuits or administrative actions relating to any Facility.

3.19 Undisclosed Liabilities.

The Company does not have any Liabilities, other than (a) Liabilities as and to the extent reflected and accrued for or reserved against in the Financial Statements, (b) Liabilities set forth in Schedule 3.19, (c) Liabilities arising since December 31, 2017 in the ordinary course of business consistent with past practice (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement or violation of Legal Requirements), (d) executory obligations under Contracts (other than liabilities relating to any breach, or any fact or circumstance that, with notice, lapse of time or both, would result in a breach, thereof by the Company), and (e) Liabilities not in excess of $100,000.

3.20 Fees.

Except as set forth on Schedule 3.20, the Company has not paid or become obligated (nor has it created any liability or obligation on the part of Buyer), directly or indirectly, to pay any fee or commission to any broker, finder or intermediary in connection with the Transactions.

3.21 Product Warranties; Defects; Liability.

During the five (5) years prior to the date hereof and except with respect to express product warranty, product defect or product liability reserves in the Company's balance sheet as of the Balance Sheet Date or as disclosed in Schedule 3.21, all products (if any) sold, serviced, leased or distributed by the Business have been in conformity with all applicable Legal Requirements and all express and applicable implied warranties and representations, and no Liability exists for replacement thereof or recall or other damages in connection with such, products, services, leases, sales or deliveries.

3.22 Related Party Transactions.

No Related Party that is an entity has any direct or indirect equity interest in any competitor of the Company which conducts business within the Restricted Territory. No Related Party that is an individual has any direct or indirect equity interest in any competitor of the Company which conducts business within the Restricted Territory, except to the extent such interest is a passive interest in such competitor. Schedule 3.22(a) sets forth (i) the parties to and the date, nature and amount of each Related Party Transaction since December 31, 2016 and (ii) the services provided by any Related Party to the Company or the Business. Except as set forth on Schedule 3.22(b), from and after the Closing Date, the Company shall not have any obligation to engage in any Related Party Transaction and the Company shall not be bound by any contract, arrangement or commitment with respect to any Related Party Transaction. Except as set forth on Schedule 3.22(c), no Related Party has any direct or indirect ownership interest in any assets used in the Business.

3.23 Customers, Suppliers.

Except as set forth on Schedule 3.23, since the Balance Sheet Date, no material customer or material supplier has cancelled, terminated or, to the Company's Knowledge, made any threat to cancel or otherwise terminate, any of its Contracts with the Company, or materially decreased, or to the Company's Knowledge, intends to materially decrease or made any threat to materially decrease, its usage of the Business' services or products or its supply of services or products to the Business.

3.24 Foreign Corrupt Practices Act.

Neither the Company nor any other Person associated with or acting on behalf of the Company, including any director, officer, agent, employee or Affiliate of the Company has (a) used any Company funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (b) made any direct or indirect unlawful payment to any government official or employee from corporate funds; (c) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (d) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") or any similar Legal Requirement applicable to the Company in any jurisdiction in which it has conducted, or currently conduct, Business (collectively with the FCPA, "Anti-Corruption Laws").

3.25 Credit Support.

Schedule 3.25 sets forth a complete and accurate list of any performance bonds, surety bonds, bank guarantees, individual guarantees, letters of credit, corporate guarantees and other credit support documents issued by any Person in respect of the Company (collectively, the "Support Documents").

3.26 Corporate Names; Discontinued Operations; Business Locations.

During the past five (5) years, the Company has not been known as or used any fictitious or trade names except as set forth on Schedule 3.26(a). The Company has not been the surviving corporation of a merger or consolidation during the past five (5) years other than as set forth on Schedule 3.26(b). Schedule

3.26(c) accurately describes any legal entities that have been dissolved, discontinued, sold, transferred or otherwise disposed of by the Company in the past five (5) years. During the past five (5) years, the Company has not had an office or place of business other than as set forth on Schedule 3.26(d).

3.27 Healthcare and Regulatory Matters.

(a) Except as set forth on Schedule 3.27(a), the Company is materially in compliance with Health Care Laws.

(b) Except as set forth on Schedule 3.27(b) the Company is not currently a party to or the subject of any Action nor has it received in the past five (5) years written notice from any Governmental Authority that alleges any material noncompliance (or that the Company is or has been under investigation or the subject of an inquiry by any such Governmental Authority for such alleged material noncompliance) with respect to any applicable Health Care Law with respect to the Company.

(c) Neither the Company nor any of its officers, directors, employees or agents is or has been the subject of any Action regarding any actual or alleged violation of any anti-bribery, anti-corruption or anti-fraud Legal Requirements that would reasonably be expected to give rise to civil or criminal penalties or potential exclusion from a Government Health Care Program. No such Action has been threatened in writing, and, the Company is not aware of any event that has occurred or circumstance exists that is likely to give rise to any such Action.

(d) Except as set forth on Schedule 3.27(d), the Company has not entered into any written agreement or settlement with any Governmental Authority with respect to any Action or its material non-compliance with, or material violation of, any applicable Health Care Law with respect to the Company nor does the Company have on-going obligations from any such written agreement or settlement with any Governmental Authority and, to the Company's Knowledge, there are no event(s) or set of circumstances that would give rise to such material noncompliance by the Company (or that would subject the Company to such an Action, investigation or inquiry by any such Governmental Authority for such alleged material noncompliance).

(e) Neither the Company nor any of its officers, directors, employees or agents is or has been (i) excluded from participation in any federal, state or territorial health care programs, (ii) "suspended" or "debarred" from selling products to the U.S. government or its agencies pursuant to the Federal Acquisition Regulation, relating to debarment and suspension applicable to federal Governmental Authorities generally (48 C.F.R. Subpart 9.4), or other applicable Legal Requirement, or (iii) made a party to any other Action by any Governmental Authority that may prohibit such Person from selling products to any governmental or other purchaser pursuant to any federal, state or local Legal Requirement.

(f) No employee or other representative of the Company has in furtherance of or in connection with the Business: (i) offered, promised or given any financial or other advantage or inducement to any Person in violation of applicable Legal Requirements; (ii) requested, agreed to receive or accepted any financial or other advantage or inducement in violation of applicable Legal Requirements; or (iii) offered, promised or given any financial or other advantage or inducement to any public official or other representative of a Governmental Authority (or to any other Person at the request of, or with the acquiescence of, any public official or other representative of a Governmental Authority) with the intention of influencing that Person in the performance of his, her or its public functions (whether or not that performance would be improper) in violation of applicable Legal Requirements.

(g) The Company has, after taking into account any permitted time extensions, timely and accurately filed all material regulatory reports, schedules, statements, documents, filings,

submissions, forms, registrations and other documents, together with any material amendments required to be made with respect thereto, that the Company was required to file with any Governmental Authority, including state health and insurance, health maintenance organization, and managed care organization regulatory authorities and any applicable federal regulatory authorities, and have timely paid all Taxes, fees and assessments due and payable in connection therewith, except as being contested in good faith.

(h) All bids, premium rates, rating plans, policy terms, contracts, and other documents established and used by the Company that are or have been required to be filed with and/or approved by Governmental Authorities have been in all material respects so filed and/or approved, the premiums or rates charged conform in all material respects to the premiums so filed and/or approved and comply in all material respects with the Legal Requirements applicable thereto, and no such premiums or other payments are or have been subject to any investigation or other adverse review by any Governmental Authority.

(i) The Company is and has been in material compliance with each of its participating provider agreements with clinical service providers and has charged and billed in accordance with the terms of its participating provider agreements, including such agreements with any Seller. For each such agreement, the Company has paid, or caused to be paid, in all material respects all known and undisputed (i) refunds, (ii) overpayments, (iii) discounts or (iv) adjustments which have become due outside the ordinary course of business.

(j) Except as set forth on Schedule 3.27(j), the Company has not claimed or retained reimbursements of any kind from any Governmental Authorities or Government Health Care Programs in excess of amounts permitted by the terms and conditions of the applicable Contracts and Legal Requirements. Except as set forth on Schedule 3.27(j), for each Governmental Authority or Government Health Care Program, there are no pending adjustments, overpayment, reconciliations, audits, litigation or notices of intent to audit, notices or other identification of program reimbursement reflecting overpayments, penalties, interest or fines with respect to any such reports, capitation reports, cost reports, billings, reimbursement, or other filings except with respect to such items that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Business or the Company outside of the ordinary course of business.

(k) The Company has been and is in compliance in all material respects with the requirements imposed on Medicare Advantage Organizations and Part D Plan Sponsors that contract with the Centers for Medicare and Medicare Services ("CMS") to administer benefits under the Medicare Advantage and Part D Programs, under applicable regulation and Governmental Authority guidance, including without limit, the Medicare Managed Care Manual and the Medicare Prescription Drug Benefit Manual, and the Company maintains appropriate policies and procedures, work plans, systems and controls, and reporting methodologies to fulfill such requirements, and collect and maintain data so as to be able to timely produce data universes as required by CMS audit protocols.

(l) The Company is and has been in compliance in all materials respects with HIPAA or any state privacy and security laws (collectively, "Information Laws"). Except as set forth on Schedule 3.27(l), to the Company's Knowledge, the Company is not and has not been under investigation by any Governmental Authority for a violation of any Information Law. In connection with their operation of the Business, except as set forth on Schedule 3.27(l), the Company has security measures in place that are intended to protect the confidentiality, integrity and availability of all data under their control and/or in their possession in accordance with applicable Information Laws. The Company has not had a material breach of Unsecured Protected Health Information in connection with the operations of the Business, as such terms are defined at 45 C.F.R. § 164.402, nor has the Company experienced an information security or privacy breach event in connection with the Business that would require

notification to an individual or Governmental Authority under comparable state Information Laws. The Company has provided to Buyer accurate and complete copies of the compliance policies and/or procedures and privacy notices of the Company relating to Information Laws.

3.28 Indebtedness.

Schedule 3.28 sets forth a complete and correct list of all Indebtedness of the Company and the Business.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the Disclosure Schedules, each of the Sellers, severally and not jointly, for itself and not for any other Seller, represents and warrants to Buyer as of the date hereof and as of the Closing as follows:

4.1 Organization and Good Standing.

Such Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

4.2 Title.

Such Seller holds legal title to all Company Stock listed opposite its name on Schedule 3.3(a), free and clear of all Encumbrances. Such Seller has sole voting power and sole power of disposition, in each case with respect to such Company Stock, free and clear of all Encumbrances (other than restrictions under the Securities Act of 1933, as amended, and applicable state securities laws). At the Closing, legal title to such Seller's Company Stock will pass to Buyer or Parent, as the case may be, free and clear of any Encumbrances.

4.3 Authority and Approval.

Such Seller has all requisite corporate or limited liability company (as applicable) power and authority to enter into, and perform its obligations under, this Agreement and each Ancillary Document to which it is a party and to consummate the Transactions. The execution and delivery of this Agreement and each Ancillary Document to which it is a party, the performance by such Seller of its obligations hereunder and thereunder, and the consummation by such Seller of the Transactions have been, or will be prior to the Closing, duly authorized by all requisite action on the part of such Seller. This Agreement and each Ancillary Document to which such Seller is a party have been duly executed and delivered by such Seller and (assuming the valid authorization, execution, and delivery of this Agreement and each Ancillary Document to which such Seller is a party by the other parties thereto) constitutes a valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

4.4 Consents.

Except as set forth on Schedule 4.4, no consent, approval, waiver or authorization of, or exemption by, or filing with or notice to, any Governmental Authority or other Person is required in connection with the execution, delivery and performance by such Seller of this Agreement or any of the Ancillary Documents to which it is a party or the taking by such Seller of any other action contemplated hereby or thereby or the consummation of the Transactions.

4.5 No Conflicts.

The execution and delivery of, and performance by such Seller of its obligations under, this Agreement and the Ancillary Documents and the consummation by such Seller of the Transactions will not, with or without the giving of notice or the lapse of time, or both, (a) violate or conflict with any provision of its Organizational Documents, (b) contravene, violate or conflict with any Legal Requirement or Order applicable to such Seller, or (c) conflict with or result in the breach of any Contract of such Seller.

4.6 Fees.

Except as set forth on Schedule 4.6, such Seller has not retained any broker or finder, made any statement or representation to any Person that would entitle such Person to, or agreed to pay, any broker's, finder's or similar fees or commissions in connection with the Transactions.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Sellers as of the date hereof and as of the Closing as follows:

5.1 Organization and Good Standing.

Buyer and Parent are entities duly organized, validly existing and in good standing under the laws of the jurisdiction of their organization and have all requisite power and authority to own, lease, and operate the properties and assets they currently own or lease and to carry on their business as such business is currently conducted.

5.2 Authority and Approval.

Buyer and Parent have all requisite power and authority to enter into, and perform their obligations under, this Agreement and each Ancillary Document to which they are a party and to consummate the Transactions. The execution and delivery of this Agreement and each Ancillary Document to which they are a party by Buyer and Parent, the performance by Buyer and Parent of their obligations hereunder and thereunder, and the consummation by Buyer and Parent of the Transactions have been duly authorized by all requisite action on the part of Buyer and Parent. This Agreement and each Ancillary Document to which they are a party have been duly executed and delivered by Buyer and (assuming the valid authorization, execution, and delivery of this Agreement and each Ancillary Document to which they are a party by the Sellers) constitutes a valid and binding obligation of Buyer and Parent enforceable against Buyer and Parent in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

5.3 Consents.

No consent, approval, waiver or authorization of, or exemption by, or filing with or notice to, any Governmental Authority or other Person is required in connection with the execution, delivery and performance by Buyer or Parent of this Agreement or any of the Ancillary Documents to which they are a party or the taking by Buyer or Parent of any other action contemplated hereby or thereby or the consummation of the Transactions.

5.4 No Conflicts.

The execution and delivery of, and performance by Buyer and Parent of their obligations under, this Agreement and the Ancillary Documents and the consummation by Buyer and Parent of the Transactions will not, with or without the giving of notice or the lapse of time, or both, (a) violate or conflict with any provision of its Organizational Documents, (b) contravene, violate or conflict with any Legal Requirement or Order applicable to Buyer or Parent, or (c) conflict with or result in the breach of any Contract of Buyer or Parent.

5.5 Fees.

Neither Parent nor Buyer nor any other Person has retained any broker or finder, made any statement or representation to any Person that would entitle such Person to, or agreed to pay, any broker's, finder's or similar fees or commissions in connection with the Transactions.

5.6 Investment Representation.

The Buyer is acquiring the Company Stock for its own account, for investment purposes only and not with a view to the distribution thereof. The Buyer understands that the Company Stock has not been registered under the Act and cannot be sold unless subsequently registered under the Act, or an exemption from such registration is available.

5.7 Adequate Funds; Financial Capability.

At the Closing, Buyer shall have sufficient cash on hand to fund the aggregate Purchase Price and make all other payments in connection with the transactions contemplated hereby.

5.8 Independent Investigation.

Buyer has conducted its own independent investigation, review and analysis of the Company and the Business, and acknowledges that, to its knowledge, it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties set forth in ARTICLES III and IV of this Agreement (in each case including related portions of the Disclosure Schedules); and (b) neither Sellers nor any other Person has made any representation or warranty as to Sellers, the Company, the Business or this Agreement, except as expressly set forth in ARTICLES III and IV of this Agreement (including the related portions of the Disclosure Schedules). Nothing herein shall limit any representation or warranty provided in any other document entered into in connection with this Agreement or the Ancillary Documents.

ARTICLE VI
COVENANTS

6.1 Further Assurances.

At any time after the Closing Date, each Seller shall promptly execute, acknowledge and deliver any other assurances or documents and take, or cause to be taken, all actions reasonably requested by Buyer and necessary for Buyer to satisfy its obligations hereunder or obtain the benefits contemplated hereby.

6.2 Non-Competition; Confidentiality.

The Parties agree that Buyer is relying on the covenants and agreements set forth in this Section 6.2, that without such covenants Buyer would not enter into this Agreement or the Transactions, and that

the Purchase Price is sufficient consideration to make the covenants and agreements set forth herein enforceable.

(a) Non-Competition. In furtherance of the purchase and sale of the Company Stock, by virtue of the Transactions, to more effectively protect the value of the Business, and to induce Buyer to consummate the Transactions, each Seller hereby covenants and agrees that, during the Term, such Seller and its direct and indirect subsidiaries (which with respect to Umpqua include direct and indirect subsidiaries of Umpqua's controlling Affiliates (defined to mean Mercy Medical Center, Inc., Douglas County IPA, Inc., Catholic Health Initiatives and Dignity Health)) will not, directly or indirectly, individually or as an investor, lender, owner, securityholder, partner, member, director, manager, officer, employee, consultant, independent contractor, sales or leasing representative, manufacturer's representative, or agent of any other Person, invest in, or partner with, any Medicare Advantage plans or other competitor of the Business (as it exists as of the date hereof) anywhere in the Specified Counties or any other county in the State of Oregon that is directly adjacent to any of the Specified Counties (collectively, the "Restricted Territory"). Notwithstanding the foregoing, nothing contained in this Section 6.2(a) shall (A) prohibit a Seller and Affiliates from owning a passive interest of, in the aggregate, less than two percent (2%) of any class of stock listed on a national securities exchange or traded in the over-the-counter market; (B) be deemed to restrict or prohibit the Sellers and their Affiliates from engaging directly or indirectly in the provision of medical services, including without limitation, medical services to Medicare Advantage customers insured by competitors of the Business, and receiving any discount, revenue, or other compensation or economic benefit in connection with any business that engages in the Business or any portion thereof; or (C) prohibit the Sellers and their Affiliates from contracting with Medicare Advantage plans that are competitors of the Business to provide or arrange for the delivery of medical services to enrollees of such plans. Umpqua agrees that it will not hold equity in any Person that directly competes, with respect to Medicare Advantage plans or the Business (as it exists as of the date hereof), with the Company in Douglas County for initially three (3) years and, as long as Services Agreement with Umpqua is in effect, thereafter. Notwithstanding anything to the contrary in this Section 6.2(a) or Section 6.2(b), nothing contained in this Section 6.2(a) or Section 6.2(b) shall (A) prohibit Umpqua's controlling Affiliates (defined to mean Mercy Medical Center, Inc., Douglas County IPA, Inc., Catholic Health Initiatives, Dignity Health, and any future controlling Affiliate(s) of Umpqua) from engaging in any business relationships with any Person, which may include without limitation, an ownership interest in or partnership or contractual relationship with any Person that offers or has Medicare Advantage plans or other competitor of the Business anywhere in the Restricted Territory; provided that if any such Person offers or has Medicare Advantage plans or otherwise competes with the Business in the Restricted Territory, the Medicare Advantage plans and any such competing portion of such Person's business (I) are not the primary reason that such controlling Affiliate enters into (or seeks to enter into) any such relationship with or ownership interest in such Person and (II) collectively, constitute less than 15% of the gross revenues of such Person's business, (B) prohibit Umpqua from contracting with or selling its assets to or merging with any other Person, (C) prohibit Umpqua or its Affiliates from contracting with Medicare Advantage plans and other insurance carriers and Persons for risk-based and administrative contracts for Umpqua's and its Affiliates' current and future business, or (D) prohibit Umpqua from holding equity in a Person that offers or has commercial health insurance and/or Medicaid/CCO plans in counties outside of Douglas County; provided that if any such Person also offers or has Medicare Advantage plans or otherwise competes with the Business in the Restricted Territory, the Medicare Advantage plans and any such competing portion of such Person's business (I) are not the primary reason that Umpqua holds (or seeks to hold) equity in such Person and (II) collectively, constitute less than 15% of the gross revenues of such Person's business, or (E) prohibit Umpqua from holding equity in a Person that offers or has non-Medicare Advantage business (e.g., Medicaid, CCO, and/or commercial business) in the Restricted Territory.

(b) Non-Solicitation. Without limiting the generality of the provisions of Section 6.2(a), each Seller hereby covenants and agrees that during the Term, such Seller and its subsidiaries or other controlled Affiliates will not, directly or indirectly, solicit, or participate as an employee, agent, consultant, independent contractor, owner, lender, securityholder, director, manager, partner, member or in any other individual or representative capacity in any business which solicits Medicare Advantage insurer business from any Person that is or was a supplier or customer of the Company or the Business at any time during the twenty four (24) month period prior to the Closing Date, or from any successor in interest to any such Person, in each case for the purpose of securing business or contracts related to the Business or any portion thereof. Notwithstanding the foregoing, nothing contained in this Section 6.2(b) shall be deemed to restrict or prohibit the Sellers and their Affiliates from (i) engaging directly or indirectly in the provision of medical services, including without limitation, medical services to Medicare Advantage customers insured by competitors of the Business, (ii) contracting with Medicare Advantage plans that are competitors of the Business to provide or arrange for the delivery of medical services to enrollees of such plans, or (iii) receiving any discount, revenue, or other compensation or economic benefit in connection with providing or arranging for delivery of medical services to any Medicare Advantage plan or customer.

(c) Confidentiality. Each Seller recognizes and acknowledges that as of the Closing, it shall have knowledge of confidential and proprietary information concerning Buyer, Buyer's Affiliates, the Company and the Business, including information relating to financial statements, clients, customers, potential clients or customers, employees, suppliers, equipment, designs, drawings, programs, strategies, analyses, profit margins, sales, methods of operation, plans, products, technologies, materials, trade secrets, strategies, prospects or other proprietary information ("Confidential Information"). In light of the foregoing, from and after the Closing, without limiting the generality of the provisions of Section 6.2(a), each Seller (except in connection with the good faith performance of its duties to the Company, Buyer or Parent after Closing, as applicable) shall maintain the confidentiality of, and refrain from using or disclosing to any Person, all Confidential Information, except to the extent disclosure of any such information is required by Legal Requirements or is in the public domain through no wrongful act on the part of any Seller or any of their Affiliates or agents. In the event that a Seller reasonably believes after consultation with counsel that it is required by Legal Requirements to disclose any Confidential Information, such Seller will (i) provide Buyer with prompt notice before such disclosure so that Buyer may attempt to obtain (at Buyer's expense) a protective order or other assurance that confidential treatment will be accorded to such Confidential Information and (ii) reasonably cooperate with Buyer in attempting to obtain such order or assurance.

(d) Interference with Relationships. Without limiting the generality of the provisions of Section 6.2(a), each Seller hereby covenants and agrees that during the Term, such Seller and its subsidiaries or other controlled Affiliates will not directly or indirectly, employ, engage or recruit, solicit, contact or approach for employment or engagement, or participate as an employee, agent, consultant, independent contractor, owner, securityholder, director, manager, partner, member or in any other individual or representative capacity in any business that employs, engages, recruits, solicits, contacts or approaches for employment or engagement, any Person that serves as an employee, consultant, agent or independent contract (in each case, who is an individual) of the Company on Closing Date or has served as an employee, consultant, agent or independent contract (in each case, who is an individual) of the Company during the twelve (12) month period prior to the Closing Date or otherwise seek to influence or alter any such person's relationship with Buyer, its Affiliates, the Company or the Business; provided that the foregoing shall not prohibit general solicitations by Seller or its Affiliates not specifically targeted at any such persons, or a Seller or its Affiliates from, directly or indirectly, speaking with any person who responds to a job posting or advertisement not specifically directed at such person, or was terminated by the Company prior to being contacted by the applicable Seller or its Affiliates.

(e) Blue-Pencil. If any court of competent jurisdiction shall at any time deem the term of any particular restrictive covenant contained in this Section 6.2 too lengthy, the geographic area covered too extensive or the scope too broad, the other provisions of this Section 6.2 shall nevertheless stand, the term shall be deemed to be the longest period permissible by Legal Requirements under the circumstances, the geographic area covered shall be deemed to comprise the largest territory permissible by Legal Requirements under the circumstances and the scope shall be as broad as permissible by Legal Requirements under the circumstances. The court in each case shall reduce the term, geographic area and or scope covered to permissible duration, size or breadth.

(f) Remedies. Each Seller represents that it is familiar with the covenants contained herein and is fully aware of its obligations hereunder. Each Seller further agrees that the length of time, scope and geographic coverage is reasonable given the benefits it has received and will receive in connection with the Transactions. Each Seller further agrees that it will not challenge the reasonableness of the time, scope and geographic coverage in any Action, regardless of who initiates an Action. Each Seller acknowledges and agrees that the covenants set forth in this Section 6.2 are reasonable and necessary for the protection of Buyer's business interests, that the covenants set forth in this Section 6.2 will not interfere with its ability to earn a living, that irreparable injury will result to Buyer if a Seller breaches any of the terms of this Section 6.2, and that in the event of an actual or threatened breach by a Seller of any of the provisions contained in this Section 6.2, Buyer will have no adequate remedy at law. Each Seller accordingly agrees that in the event of any actual or threatened breach by him, her or it of any of the provisions contained in this Section 6.2, Buyer shall be entitled to seek injunctive and other equitable relief without (i) the posting of any bond or other security and (ii) the necessity of showing actual damages. Nothing contained herein shall be construed as prohibiting Buyer from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages that it is able to prove. Each Seller shall be liable for any breach by its subsidiaries or other controlled Affiliates of Section 6.2.

6.3 Non-Disparagement.

Parent, Buyer and each Seller hereby covenant and agree that during the Term, such Party and its subsidiaries or other controlled Affiliates will not directly or indirectly make any statement or any other expressions (in writing, orally or otherwise) on television, radio, the internet, social media or other media or to any third party, including in communications with any customers, vendors, prospects, employees, sales or leasing representatives or distributors, which are in any way disparaging of the other Parties, their respective Affiliates, or any of their respective products or services.

6.4 Sellers' Release.

Effective upon the Closing, each Seller, on such Seller's own behalf and on behalf of such Seller's heirs, successors, trustees, executors, administrators, assigns and any other Person that may claim by, through or under such Seller, hereby irrevocably waives, releases and discharges the Company, its respective past, present and future Affiliates and their respective present and former managers, directors, officers, agents, employees and representatives (collectively, the "Releasees") from any and all Liabilities to such Seller as of the Closing of any kind or nature whatsoever, whether as an equity holder, employee, officer or director of the Company or otherwise, including arising in connection with the negotiation or execution of this Agreement or any Ancillary Document or the consummation of the Transactions, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, and whether arising under any agreement, instrument or understanding or otherwise at law or equity, and each Seller covenants and agrees that neither such Seller, nor any of such Seller's heirs, successors, trustees, executors, administrators, assigns and any other Person that may claim by, through or under such Seller, shall seek to recover any amounts in connection therewith or thereunder from any Releasee, other than

Liabilities (i) for accrued compensation and benefits due and owing from the Company to the Sellers to the extent listed on Schedule 6.4 (which shall include the name of each Seller entitled to accrued compensation and benefits and the amount to which each such Seller is entitled with respect thereto) or reflected as liabilities in the Net Working Capital as finally determined in accordance with Section 1.3, (ii) arising under this Agreement, including for clarification, with respect to Sellers' indemnification obligations to the extent for the indirect benefit of the Rollover Sellers solely in their capacity as equity holders of Parent, or (iii) arising under any Ancillary Document.

6.5 Use of Name.

Except in connection with its ownership interest in Parent, each Seller hereby covenants and agrees that, following the Closing, such Seller shall not, and no subsidiary or other controlled Affiliate of such Seller shall, directly or indirectly own an interest in or otherwise participate in any entity whose name includes, or who operates under an assumed name that includes, the word "Atrio", "Atrio Health" or any words confusingly similar thereto.

6.6 Commercially Reasonable Efforts.

Subject to the last sentence of Section 2.3, each of the Parties hereto shall use its commercially reasonable efforts to take or cause to be taken all actions, to file or cause to be filed all documents, to give or cause to be given all notices to Governmental Authorities or other Persons, to obtain or cause to be obtained all authorizations, consents, waivers, approvals, permits or orders from Governmental Authorities or other Persons, and to do or cause to be done all other things necessary, proper or advisable, in order to consummate and make effective the Closing as soon as practicable following the date of this Agreement.

6.7 Operation of the Business.

(a) From the date of this Agreement until the Closing, without the prior written consent of Buyer, the Company shall:

(i) conduct the Business only in the ordinary course of business consistent with past practice and in accordance with all applicable Legal Requirements;

(ii) use commercially reasonable efforts to preserve intact its business organization and relationships with third parties (including, without limitation, suppliers, distributors, and customers), independent contractors and employees; and

(iii) not take any action or enter into any transaction that is reasonably likely to be material to the Company, or that otherwise would have been required to have been disclosed on Schedule 3.9 if such action or transaction would have occurred between December 31, 2017 and the date hereof. For the avoidance of doubt, the initiation of any Action by, or on behalf of, the Company against CMS or its Affiliates, or the Company's decision to respond to, defend, settle, negotiate, or omit to take any of the foregoing actions with respect to any Action initiated by, or on behalf of CMS against the Company or its Affiliates (with respect to the Business) shall, in each case, be an action material to the Company.

(b) None of the Sellers or any of their respective Affiliates shall take any action or have any communication with CMS on behalf of, or claim to be acting on behalf of, the Company or as an equity holder of the Company.

6.8 Access to Books and Records.

(a) From the date of this Agreement through the Closing Date, the Company shall (i) afford Buyer and its agents and representatives reasonable access, during regular business hours and with reasonable prior notice, to the Company's properties, management employees, facilities, Contracts, books and records and other documents and data, such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of the Company, (ii) furnish to Buyer copies of all such Contracts, books and records and other existing documents and data that Buyer may reasonably request, (iii) furnish Buyer with such existing additional financial, operating and other relevant data and information as Buyer may reasonably request, and (iv) otherwise cooperate and assist, to the extent reasonably requested by Buyer, with Buyer's and its agents' and representatives' investigation of the properties, assets and financial condition of the Company. In addition, between the date of this Agreement and the Closing Date, Buyer will be provided access to the Company's employees, customers, suppliers and other Persons having business relations with the Company, at such times and in the manner mutually agreed to by Buyer and the Sellers.

(b) For a period of six (6) years from and after the Closing, Buyer will cause the Company to provide Sellers and their authorized representatives with reasonable access, during normal business hours, to the personnel, books and records of the Company with respect to periods or occurrences prior to or on the Closing Date in connection with any matter relating to or arising out of this Agreement or the transactions contemplated hereby; provided, however, that Buyer and the Company shall have no such obligation if the Sellers or any of their Affiliates, on the one hand, and the Buyer or any of its subsidiaries (including the Company after the Closing), on the other hand, are adverse parties in pending or threatened litigation or any other dispute and such information or requested access is reasonably pertinent thereto. Unless otherwise consented to in writing by Sellers, for a period of six (6) years following the Closing Date, Buyer will not, and will not permit the Company to destroy, alter or otherwise dispose of any of their material books and records relating to periods prior to the Closing Date, in each case outside of the ordinary course of business of the Company consistent with its past practice, without first giving reasonable prior notice to Sellers and offering to surrender to Sellers such material books and records or such portions thereof

(c) Notwithstanding anything to the contrary contained in this Section 6.8, no party hereto shall be required to disclose any information if it believes in good faith that doing so presents a significant risk, based on the opinion of counsel of resulting in a loss of the ability to successfully assert a claim of attorney-client or other privilege.

6.9 Director and Officer Liability and Indemnification.

On or prior to the Closing Date, the Company shall obtain, at Sellers' sole cost and expense, a non-cancelable run-off insurance policy for directors' and officers' liability, for a period of six (6) years after the Closing Date to provide insurance coverage for events, acts or omissions occurring on or prior to the Closing Date, including in connection with this Agreement and the transaction contemplated hereby, for all persons who were directors, managers or officers of the Company, as applicable, on or prior to the Closing Date (the "D&O Tail Policy"). During the period from the Closing Date until the sixth anniversary of the Closing Date, (i) Buyer shall cause the Organizational Documents of the Company in effect on the date hereof to contain provisions with respect to indemnification and exculpation that are not less favorable to any present and former director and officer (and similar functionary) of the Company (each a "Covered Person") as those set forth in the Company's Organizational Documents on the date hereof, and (ii) Buyer shall not, and shall not permit the Company to amend, repeal or modify any provision in the Company's Organizational Documents relating to the exculpation or indemnification of any Covered Person (unless required by Legal Requirement or such change would not be adverse to any Covered Person), it being the intent of the parties that the Covered Persons shall continue to be entitled to such exculpation and indemnification to the full extent of the law.

6.10 No Solicitation.

Until the earlier of the Closing or the termination of this Agreement pursuant to Article X, the Company will not and each Seller, for itself and not for any other Seller, will not, directly or indirectly, (i) solicit, initiate, make, or induce the making, submission or announcement, directly or indirectly, of any proposal that constitutes, or could reasonably be expected to lead to, a proposal to acquire the Company (or any portion thereof, other than the sale of inventory in the ordinary course of business), (ii) participate in any discussions or negotiations regarding, or furnish to any Person any information or data with respect to, or take any other action to facilitate, the acquisition by any Person or group of Persons of the Company (or any portion thereof, other than the sale of inventory in the ordinary course of business), (iii) engage in discussions with any person with respect to the acquisition by any Person or group of Persons of the Company (or any portion thereof, other than the sale of inventory in the ordinary course of business), or (iv) enter into any letter of intent or similar document or any contract, agreement or commitment contemplating or otherwise relating to the acquisition by any Person or group of Persons of the Company (or any portion thereof, other than the sale of inventory in the ordinary course of business).

6.11 Financing Cooperation.

Until the earlier to occur of the Closing or the termination of this Agreement pursuant to ARTICLE X, the Company shall use its commercially reasonable efforts to provide Buyer, and shall use each of their respective commercially reasonable efforts to cause its representatives to provide Buyer reasonable cooperation requested by Buyer in connection with any financing related to the consummation of the transactions contemplated by this Agreement, including using commercially reasonable efforts to (i) reasonably assist Buyer and its debt financing sources with the preparation of customary materials for rating agency presentations, information memoranda, lender and investor presentations and similar documents required in connection with any such debt financing and executing customary authorization letters in connection therewith authorizing the distribution of information to the debt financing sources or investors and containing a representation to the debt financing sources that the public side versions of such documents, if any, do not include material non-public information about the Company or the Business; (ii) furnish Buyer, on a reasonably timely basis, required financial information of the Company in connection with such debt financing, (iii) enter into and deliver, as of the Closing Date, any definitive financing documents, security documents and any reasonable and customary certificates, documents or instruments in connection with the debt financing as are, in the good faith determination of the Persons executing such agreements and certificates, accurate, in each case subject to the occurrence of the Closing and the authorization by the Company's post-Closing board of directors; (iv) reasonably facilitate the pledge of collateral and other matters in connection with the debt financing (including cooperation with payoff and release of liens relating to existing indebtedness (including by delivery of drafts of any debt payoff letters)), and pledging or granting security interests in, and otherwise granting liens on the Company's assets pursuant to any definitive security documents, as of the Closing Date, in each case subject to the occurrence of the Closing and the authorization by the Company's post-Closing board of directors; and (v) provide all documentation and other information that the debt financing sources have reasonably determined is required by United States regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, in each case, at least three business days prior to the Closing Date, to the extent reasonably requested in writing at least ten (10) business days prior to the Closing.

6.12 Supplement to Disclosure Schedules.

From time to time prior to the Closing, the Company shall have the right (but not the obligation) to supplement or amend the Disclosure Schedules hereto only with respect to any matter initially occurring after the date hereof (each a "Schedule Supplement"), and with the exception of determining whether the condition set forth in Section 2.1(a) has been met, any such Schedule Supplement shall be

deemed to update and amend the Disclosure Schedules for all purposes hereof. If any matter disclosed in any such Schedule Supplement has the effect of causing the condition set forth in Section 2.1(a) to not be satisfied at Closing, then Buyer shall have the right, at its sole election, to (a) consummate the transactions contemplated hereby and waive its right to indemnification under ARTICLE VIII with respect to the specific matters set forth in such Schedule Supplement, or (b) terminate this Agreement in accordance with ARTICLE X. If Buyer elects to terminate this Agreement as set forth in the preceding sentence, Sellers shall reimburse Buyer for any reasonable and documented out of pocket expenses incurred by Buyer or its Affiliates in connection with the transactions contemplated hereby, which amount shall not, for the avoidance of doubt, exceed $2,000,000 in the aggregate.

ARTICLE VII
TAXES

7.1 Straddle Period Taxes.

With respect to any Tax for any Straddle Period, the portion of such Tax that is allocable to the portion of the Straddle Period ending on the end of the Closing Date shall be determined as follows: (i) in the case of a Tax that is either (x) based upon or related to income, receipts or compensation, or (y) imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), deemed equal to the amount which would be payable if the taxable year ended on the end of the Closing Date; and (ii) in the case of a Tax imposed on a periodic basis with respect to the assets of the Company or otherwise measured by the level of any item, deemed to be the amount of such Tax for such entire Straddle Period (or, in the case of such a Tax determined on an arrears basis, the amount of such Tax for the immediately preceding period), multiplied by a fraction, the numerator of which is the number of calendar days in such Straddle Period ending on the end of the Closing Date and the denominator of which is the number of calendar days in such entire Straddle Period.

7.2 Pre-Closing Tax Returns.

The Sellers shall timely prepare, or cause to be timely prepared, at the Sellers' expense, all Income Tax Returns of the Company for all Tax periods ending on or before the Closing Date with an initial due date (taking into account all applicable extensions) after the Closing Date (any such period, "Pre-Closing Tax Period", and any such Tax Return, a "Pre-Closing Return"). Each Pre-Closing Return shall be prepared in a manner consistent with prior practice of the Company in preparing its Income Tax Returns (provided that such prior practice is consistent with applicable Legal Requirements), except as otherwise required by Legal Requirements or this Agreement. The Sellers shall provide each Pre-Closing Return prepared pursuant to this Section 7.2 to Buyer for review and comment at least thirty (30) days prior to the due date for filing such Pre-Closing Return; provided, however, that if the Sellers fail to provide any Pre-Closing Return to Buyer for review in accordance with this Section 7.2, Buyer may, at the Sellers' expense, prepare and file such Pre-Closing Return. In the event the Sellers and Buyer are unable to resolve any dispute regarding a Pre-Closing Return within ten (10) days after the Sellers provide such Pre-Closing Return to Buyer for review pursuant to this Section 7.2, the dispute will be submitted to the Independent Accountant for resolution in accordance with the principles set forth in Section 1.3(d); provided that if the Independent Accountant has not resolved any such dispute prior to the due date for the relevant Pre-Closing Return, Buyer may file such Pre-Closing Return reflecting Buyer's position, and shall file an amendment to such Pre-Closing Return if the Independent Accountant determines that such amendment is required. The Sellers shall sign any Pre-Closing Return prepared pursuant to this Section 7.2 that is required to be signed by the Sellers and, whether or not such Pre-Closing Return is required to be signed by the Sellers, pay any Taxes shown as due thereon to Buyer no later than ten (10) days before such Taxes are due.

7.3 Straddle Tax Returns.

Buyer shall prepare or cause to be prepared and file or cause to be prepared and filed all Income Tax Returns of the Company for any Straddle Period (each such Tax Return, a "Straddle Tax Return"). Each Straddle Tax Return shall be prepared in a manner consistent with prior practice of the Company in preparing its Income Tax Returns (provided that such prior practice is consistent with applicable Legal Requirements), except as otherwise required by Legal Requirements or this Agreement. Buyer shall provide each Straddle Tax Return prepared pursuant to this Section 7.3 to the Sellers for review and comment at least thirty (30) days prior to the due date for filing such Straddle Tax Return. In the event the Sellers and Buyer are unable to resolve any dispute regarding a Straddle Tax Return within ten (10) days after the Buyer provides such Straddle Tax Return to the Sellers for review pursuant to this Section 7.3, the dispute will be submitted to the Independent Accountant for resolution in accordance with the principles set forth in Section 1.3(d); provided that if the Independent Accountant has not resolved any such dispute prior to the due date for the relevant Straddle Tax Return, Buyer may file such Straddle Tax Return reflecting Buyer's position, and shall file an amendment to such Straddle Tax Return if the Independent Accountant determines that such amendment is required. Any portion of any Tax which must be paid in connection with the filing of a Straddle Tax Return, to the extent attributable to the portion of the underlying Straddle Period ending on (and including) the Closing Date shall be referred to herein as "Pre-Closing Straddle Taxes." The Sellers shall pay to Buyer an amount equal to the Pre-Closing Straddle Taxes due with any Straddle Tax Returns at least ten (10) days before the date on which Buyer or the Company would be required to pay such Taxes. The Sellers shall be responsible for the portion of expenses for preparing any Straddle Tax Return equal to the product of such expenses and a fraction, the numerator of which is the number of days in the portion of the underlying Straddle Period ending on (and including) the Closing Date and the denominator of which is the total number of days in such Straddle Period.

7.4 Cooperation.

After the Closing, Buyer and the Sellers shall promptly make available or cause to be made available to the other, as reasonably requested, and to any Governmental Authority, all information, records or documents relating to Tax liabilities, potential Tax liabilities, or refunds of or relating to the Company or the Business for all periods (or portions of periods) ending on or before the Closing Date and shall preserve all such information, records and documents until, with respect to any such period, the expiration of the statute of limitations applicable to such period (including any extension thereof).

7.5 Tax Sharing Agreements.

The Sellers shall cause all Tax sharing or distribution agreements, excluding, for the avoidance of doubt, this Agreement, providing for the sharing of Tax liabilities to which any Seller or any of its Affiliates (other than the Company), on the one hand, and the Company, on the other hand, is a party to be terminated as of 12:01 a.m. local time on the Closing Date and the Company shall not be bound thereby or have any Liability thereunder with respect to any taxable period.

7.6 Transfer Taxes.

The Sellers shall assume and pay all sales, use, transfer, real property transfer, documentary, recording, gains, stock transfer and similar Taxes and fees, and any deficiency, interest or penalty asserted with respect thereof arising out of or in connection with the Transactions (collectively, "Transfer Taxes"). The Buyer and the Sellers shall cooperate to timely file or cause to be filed all necessary documentation and Tax Returns with respect to such Transfer Taxes and provide copies thereof to one another.

7.7 Tax Controversies.

Buyer shall give prompt notice to the Sellers of the assertion of any claim, or the commencement of any suit, action or other proceeding by a Governmental Authority (each, a "Tax Claim") with respect to

any Tax liability of the Company for which Sellers are responsible under this Agreement; provided, however, that the failure to give such prompt notice shall not affect Sellers' indemnification obligations under this Agreement except to the extent Sellers are materially prejudiced thereby. The Sellers may, at Sellers' expense, participate in and, upon written notice to Buyer, assume the defense of any such Tax Claim, provided that (i) the Sellers provides such written notice within ten (10) days after becoming aware of the assertion of any Tax Claim, (ii) the defense of such Tax Claim can be conducted separately from the defense of any claim, suit, action or other proceedings not subject to this Section 6.8, (iii) the Sellers shall (a) enter into an agreement with Buyer (in form and substance reasonably satisfactory to Buyer) pursuant to which the Sellers agrees to be fully responsible (with no reservation of rights) for all Damages relating to such Tax Claim and that it will provide full indemnification (whether or not otherwise required hereunder) to Buyer for all Damages relating to such Tax Claim, (b) unconditionally guarantee the payment and performance of any Liability which may arise with respect to such Tax Claim or the facts giving rise to such Tax Claim for indemnification, and (c) furnish Buyer with reasonable evidence that Sellers are and will be able to satisfy any such Liability, (iv) the Sellers' counsel is reasonably acceptable to Buyer, (v) the Sellers shall thereafter consult with Buyer upon Buyer's reasonable request for such consultation from time to time with respect to such Tax Claim, and (vi) the Sellers shall not, without Buyer's prior written consent, agree to any settlement with respect to such Tax Claim if such settlement could adversely affect any Tax liability of Buyer or any Affiliate of Buyer (including following the Closing, for the avoidance of doubt, the Company). If the Sellers assume such defense, Buyer shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Sellers. Buyer shall control all other Tax Claims with respect to any Tax liability of the Company. Sellers shall be liable for any Damages resulting from any Tax audit or other examination of the Company for any Taxable period or portion thereof ending on or before the Closing Date whether or not such Tax audit or other examination results in any adjustment of the Company's Liability for Taxes.

7.8 Purchase Price Adjustment.

Except as otherwise required by the applicable Legal Requirements, this ARTICLE VII or ARTICLE VIII shall be treated as an adjustment to the Purchase Price for the Company Stock purchased and contributed pursuant to this Agreement for all Income Tax purposes and the Parties shall not take any position inconsistent with such treatment.

7.9 Tax Treatment of Transaction.

The Parties agree for U.S. federal income tax purposes to treat the contribution of forty percent (40%) of the Company Stock to Parent by each Rollover Seller as a contribution of property to a corporation in exchange for stock of the corporation governed by Section 351 of the Code. The Parties shall file all Tax Returns in a manner consistent with the foregoing treatment, shall not take any position in any audit or examination or in any administrative or judicial proceeding that is inconsistent with such treatment, and shall pursue all available administrative and judicial actions necessary to confirm such treatment.

7.10 Tax Refunds.

Any Tax refund or reduction in liability for Taxes of Taxes paid by the Company on or before the Closing Date that are received by Buyer or the Company (or the Affiliates of any of them), and any amounts credited against Tax in lieu of a refund to which Buyer or the Company (or the Affiliates of any of them) become entitled after the Closing Date, with respect to any Seller or the Company for a Pre-Closing Tax Period (including, for the avoidance of doubt, any Tax period ended before the Closing Date) will be for the account of the Sellers. Buyer will pay, or will cause the Company to pay to Sellers within five (5) days of receipt or the effectiveness of such reduction (without interest other than interest

received from the Governmental Authority), net of reasonable, out-of-pocket Taxes and other expenses incurred to obtain such Tax refunds or Tax credits, except to the extent such refund or credit (i) was reflected as an asset in the Final Net Working Capital or (ii) is subject to a payment obligation of the Company to another Person that is in effect on or before the Closing Date. Notwithstanding the foregoing, in the event if it is subsequently determined that any Tax refund or credit described in this Section 7.10 for which Buyer made a payment to Sellers was improperly obtained (each, a "Disallowed Tax Benefit"), Sellers shall pay an amount equal to such Disallowed Tax Benefit to the Buyer within five (5) days of such disallowance.

7.11 No Amendment of Tax Returns.

Except as otherwise required by applicable Legal Requirements, neither Buyer nor the Company shall amend any Tax Return for or including any Pre-Closing Tax Period (including, for the avoidance of doubt, any Tax period ended before the Closing Date) without the written consent of the Sellers (such consent not to be unreasonably withheld, conditioned or delayed).

ARTICLE VIII
INDEMNIFICATION

8.1 Survival.

The representations and warranties made in this Agreement or in any Transaction Document together with any right to indemnification for breach thereof (subject to the last sentence of this Section 8.1) shall survive the Closing for a period of eighteen (18) months and shall thereupon expire; provided, however, that (i) the representations and warranties set forth in Section 3.16 shall survive the Closing until sixty (60) days after the statute of limitations (giving effect to any waiver, mitigation or extension thereof) applicable to the subject matter of such representations and warranties bars any claims with respect to such subject matter, (ii) the representations and warranties set forth in Section 3.27 until the date which is three (3) years after the Closing Date, and (iii) the representations and warranties set forth in Sections 3.1, 3.2, 3.3, the first sentence of 3.4, 3.20, 3.22, 3.28, ARTICLE IV, 5.1 and 5.2 shall survive until the later of (A) the date which is six (6) years after the Closing Date and (B) the date which is two (2) years after the statute of limitations (giving effect to any waiver, mitigation or extension thereof) applicable to the subject matter of such representations and warranties bars any claims with respect to such subject matter. Each covenant and agreement contained herein shall survive the Closing for the period contemplated by its terms, provided that the covenants and agreements contained herein to be performed at or prior to Closing shall survive for 6 months following the Closing. Notwithstanding anything herein to the contrary, if written notice of any claim for indemnification under this Agreement with respect to the breach or inaccuracy of any of the representations or warranties made by any Party in this Agreement has been delivered in accordance with this Agreement prior to the expiration of such representation or warranty upon which such claim is based, the relevant representation and warranty shall not expire with respect to such claim, and such claim may be pursued, until the final resolution of such claim in accordance with the provisions of this ARTICLE VIII.

8.2 Indemnification.

(a) Each Seller shall, severally and not jointly, indemnify each Buyer Indemnified Party and hold each of them harmless from and against any Damages, directly or indirectly asserted against, imposed upon or incurred by any Buyer Indemnified Party, which Damages arise out of or result from: (i) the breach by such Seller, or inaccuracy, of any of its Fundamental Representations set forth in ARTICLE IV; (ii) the breach, by such Seller, or inaccuracy of any of such Seller's representations or warranties in any Transaction Document; (iii) any noncompliance with, non-fulfillment of, or breach by such Seller of, any of his, her or its covenants or agreements contained in this Agreement or any

Transaction Document to which such Seller is a party, and (iv) any Seller Taxes imposed on such Seller to the extent not timely paid pursuant to ARTICLE VII. Further, each Seller shall, severally in respect of its Pro Rata Share and not jointly, indemnify each Buyer Indemnified Party and hold each of them harmless from and against any Damages, directly or indirectly asserted against, imposed upon or incurred by any Buyer Indemnified Party, which Damages arise out of or result from: (v) the breach or inaccuracy of any of the representations or warranties made in ARTICLE III of this Agreement; (vi) any Seller Transaction Expenses or Indebtedness outstanding at or prior to the Closing and not taken into account in the determination of the Closing Payments; (vii) any matter disclosed or that should have been disclosed as of the Closing on Schedule 3.13(a) and any matter disclosed on Schedule 8.2(a)(vii); (viii) any indemnification obligation of the Company as to any officer, director, employee or equity owner of the Company relating to acts or omissions prior to the Closing whether under the Company's Organizational Documents or otherwise; and (ix) any Seller Taxes of or imposed on the Company to the extent not timely paid pursuant to ARTICLE VII.

(b) None of the Sellers shall have any obligation to indemnify a Buyer Indemnified Party under Section 8.2(a)(v) unless and until the aggregate amount of Damages suffered by the Buyer Indemnified Parties exceeds Two Hundred Fifty Thousand Dollars ($250,000) (the "Deductible"), whereupon, the Sellers shall be liable to indemnify the Buyer Indemnified Parties for all Damages suffered by such Buyer Indemnified Parties under Section 8.2(a)(v) including the Deductible; provided, however, that (i) the Deductible limitation shall not apply with respect to indemnification claims under Section 8.2(a)(ii) or Section 8.2(a)(v) arising out of or resulting from the breach or inaccuracy of the representations and warranties set forth in Section 3.27 or any Fundamental Representation or any representation or warranty set forth in any Transaction Documents; and (ii) no indemnification paid with respect to the breach or inaccuracy of the representations and warranties set forth in Section 3.27 or any Fundamental Representation or in any Transaction Document shall be included in determining whether the Deductible is met.

(c) Buyer shall indemnify the Sellers and hold each of them harmless from and against all Damages directly or indirectly asserted against, imposed upon or incurred by any Seller, which Damages arise out of or result from: (i) the breach or inaccuracy of any of the representations or warranties made by Buyer in this Agreement or in any Transaction Document, and (ii) any noncompliance with, non-fulfillment of or breach by Buyer of any of its covenants or agreements contained in this Agreement or any Transaction Document.

(d) Notwithstanding anything in this Agreement to the contrary:

(i) The aggregate amount recoverable by Buyer Indemnified Parties for indemnification claims under Section 8.2(a)(v) (but excluding breaches or inaccuracies of the Fundamental Representations) shall not exceed the Indemnity Escrow Deposit (the "General Cap"); provided that with respect to breaches or inaccuracies of the representations and warranties set forth in Section 3.27 solely, the aggregate amount recoverable by Buyer Indemnified Parties for indemnification claims under Section 8.2(a)(v), shall not exceed Ten Million Dollars ($10,000,000) (the "Healthcare Cap"); provided, however, that (i) neither the General Cap nor the Healthcare Cap shall apply with respect to indemnification claims arising out of or resulting from the breach or inaccuracy of any Fundamental Representation or any representation or warranty set forth in any Transaction Document, (ii) no indemnification paid with respect to the breach or inaccuracy of any Fundamental Representation or in any Transaction Document shall be included in determining whether the General Cap is met; and (iii) no indemnification paid with respect to the breach or inaccuracy of any Fundamental Representation shall be included in determining whether the Healthcare Cap is met.

(ii) Except in the case of fraud by any Seller in connection with the transactions contemplated hereby or in any Transaction Document, the aggregate amount recoverable by Buyer Indemnified Parties for indemnification claims under Section 8.2(a) (other than claims under Section 8.2(a)(vii)), shall not exceed an amount equal to the Purchase Price. Except in the case of fraud by such Seller in connection with the transactions contemplated hereby or in any Transaction Document, the aggregate amount recoverable by Buyer Indemnified Parties from a Seller for indemnification claims under Section 8.2(a) (other than claims under Section 8.2(a)(vii)), shall not exceed an amount equal to such Seller's Pro Rata Share of the Purchase Price. Notwithstanding any limitation set forth in this Article VIII, with respect to claims under Section 8.2(a)(vii), each Seller shall be liable for all Damages arising out of, in connection with or related to its own overpayment liabilities and not the overpayment liabilities particular to any other Seller. Accordingly, the Cascade Special Escrow Deposit shall be used solely to satisfy Cascade's overpayment liability, the Umpqua Special Escrow Deposit shall be used solely to satisfy Umpqua's overpayment liability and the WVP Special Escrow Deposit shall be used solely to satisfy MPCHPA's overpayment liability. Except to the extent Damages are recovered by the Buyer Indemnified Persons from the Indemnity Escrow Deposit, no Seller shall be obligated to provide indemnification under this Agreement for Damages in respect of a claim made by any Buyer Indemnified Person for indemnification due to (A) any breach or inaccuracy by any other Seller of such other Seller's representations and warranties made pursuant to Article IV or in any Transaction Document or (B) any noncompliance with, non-fulfillment of, or breach by any other Seller of any covenant or agreement made by such other Seller in this Agreement or in any Transaction Document. With respect to claims pursuant to Section 8.2(a)(v) (excluding, for the avoidance of doubt, with respect to a claim arising out of a breach or inaccuracy of any Fundamental Representation), the Indemnity Escrow Deposit shall be the initial source of recovery by the Buyer Indemnified Persons, followed by the Sellers, in accordance with their respective Pro Rata Share of the loss, subject to the other limitations in this Agreement; provided, that if the underlying claim pursuant to Section 8.2(a)(v) is with respect to any breach or inaccuracy of the representations and warranties set forth in Section 3.27, then any Damages which are paid from the Indemnity Escrow Deposit shall be replenished by Sellers, in accordance with their respective Pro Rata Share, into the Escrow Account within five (5) Business Days of any disbursement therefrom in an aggregate amount equal to the amount disbursed therefrom in respect of such breach or inaccuracy.

8.3 Procedures for Claims

(a) In the event that any Person entitled to indemnification under this Agreement (an "Indemnified Party") receives notice of the assertion of any claim or of the commencement of any Action by any Person who is not a Party or an Affiliate of a Party (a "Third Party Claim") against such Indemnified Party, with respect to which a Party is or may be required to provide indemnification under this Agreement (an "Indemnifying Party"), the Indemnified Party shall give written notice regarding such claim to the Indemnifying Party within ten (10) days after learning of such claim. Subject to Section 8.3(d) below, the Indemnifying Party shall have the right, which shall be exercised by delivering written notice to the Indemnified Party (the "Defense Notice") within thirty (30) days after receipt from the Indemnified Party of notice of such claim, which notice by the Indemnifying Party shall specify the counsel it will appoint to defend such claim, to conduct at its expense the defense against such claim in its own name, or if necessary in the name of the Indemnified Party; provided, however, that the Indemnified Party shall have the right to approve such defense counsel, which approval shall not be unreasonably withheld or delayed. A failure by an Indemnified Party to give timely, complete or accurate notice as provided in this Section 8.3 will not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Indemnifying Party entitled to receive such notice was damaged as a result of such failure to give timely, complete or accurate notice.

(b) In the event that the Indemnifying Party shall fail to give the Defense Notice within said thirty (30) day period, it shall be deemed to have elected not to conduct the defense of the

subject claim, and in such event the Indemnified Party shall have the right to conduct the defense in good faith and appoint defense counsel and to consent to the entry of any judgment or compromise and settle the Third Party Claim in good faith with the prior consent of the Indemnifying Party only to the extent of such Indemnifying Party's liability with respect to the subject claim (which consent shall not be unreasonably withheld, conditioned or delayed), unless as a result of such compromise or settlement, the Indemnifying Party would be subject to injunction or other equitable remedy.

(c) In the event that the Indemnifying Party does deliver a Defense Notice and thereby elects to conduct the defense of the subject Third Party Claim, the Indemnifying Party shall conduct the defense in good faith at its expense and shall have the right to consent to the entry of any judgment or compromise and settle the Third Party Claim in good faith without prior consent of the Indemnified Party; provided, however, that no Indemnifying Party shall consent to the entry of any judgment or compromise or enter into any settlement without the prior written consent of the Indemnified Party if (i) such judgment or settlement does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a full release from all Liability in respect to such Third Party Claim, (ii) such judgment or settlement would result in the finding or admission of any violation of any Legal Requirement, (iii) such judgment or settlement would impose Liability on the part of the Indemnified Party for which the Indemnified Party is not entitled to indemnification hereunder or (iv) as a result of such judgment or settlement, injunctive or other equitable or similar relief would be imposed against any Indemnified Party or such judgment or settlement could reasonably be expected to interfere with or adversely affect any Indemnified Party's business or operations as conducted in the ordinary course of business consistent with past practice. The Indemnified Party shall have the right at its expense to participate in such defense assisted by counsel of its own choosing.

(d) Notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be entitled to control the defense or settlement of, or appoint Defense Counsel with respect to the defense or settlement of, but may participate in, at its own expense, and the Indemnified Party shall have the right to conduct the defense in good faith and appoint Defense Counsel with respect to the defense or settlement of, and may consent to the entry of any judgment or compromise and settle in good faith with the prior consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed, any Third Party Claim (i) that seeks a temporary restraining order, a preliminary or permanent injunction or specific performance or any other equitable relief against an Indemnified Party, (ii) that involves criminal allegations, (iii) that involves a material customer or supplier of the Company to the extent that such Third Party Claim is related to the Business, (iv) that may result in any Buyer Indemnified Party incurring Liability for Taxes (the conduct of which shall be governed exclusively by Section 7.7) or (v) to the extent the reasonably likely aggregate amount of the Indemnifying Party's Liability with respect thereto exceeds the Indemnifying Party's indemnification obligations under this ARTICLE VIII.

(e) Any final judgment entered or settlement agreed upon in the manner provided herein shall be binding upon the Indemnifying Party, and shall conclusively be deemed to be an obligation with respect to which the Indemnified Party is entitled to prompt indemnification hereunder.

(f) With respect to any Damages owed to Buyer Indemnified Parties under Section 8.2(a)(v) in connection with breaches of any of the representations or warranties set forth in ARTICLE III (other than the Fundamental Representations), the Buyer Indemnified Parties must first recover such Damages from the Indemnity Escrow Deposit. To the extent the Indemnity Escrow Deposit is insufficient to cover such Damages, then the Buyer Indemnified Parties may recover such excess Damages from each Seller, on a several in respect of its Pro Rata Share and not joint liability basis, subject to (for the avoidance of doubt) the limitations on indemnification obligations contained in this Agreement.

8.4 Other Provisions.

(a) The indemnification provided in this ARTICLE VIII shall be the sole and exclusive remedy for all claims in connection with the transactions contemplated by this Agreement or any Transaction Document for breach of any representation, warranty, covenant, agreement or obligation set forth herein or therein; provided, however, that in the case of fraud, intentional misrepresentation or willful misconduct by a Seller, Buyer Indemnified Parties shall have all remedies against such Seller available at law or equity without giving effect to any of the limitations set forth in this ARTICLE VIII; provided, further, that this Section 8.4 shall not limit any Party's right to seek and obtain equitable remedies with respect to any covenant or agreement contained in this Agreement or in any Transaction Document.

(b) In calculating Damages with respect to the indemnification obligations of Sellers pursuant to this ARTICLE VIII, there shall be deducted (retroactively, if necessary) any insurance proceeds actually recovered in respect thereof (and no right of subrogation shall accrue hereunder to any insurer), and any indemnity, contribution or other similar payment actually received by the Buyer Indemnified Parties, in each case, net of any costs and expenses (including reasonable attorneys' fees and expenses) to the Buyer Indemnified Parties associated with such recovery or collection, and any deductibles, retentions or similar cost or payments and a reasonable estimate of increased future premiums (the "Net Recovery"). The Buyer Indemnified Parties will use commercially reasonable efforts to recover insurance proceeds under their insurance policies (including those of the Company) that provide coverage with respect to any Damages. In no event shall any Buyer Indemnified Parties be required to (A) engage counsel or file suit in connection with any claim under any insurance policy or against other third parties indemnities or (ii) make any claim against any Person other than under an insurance policy. For the avoidance of doubt, the Buyer Indemnified Parties shall be entitled to seek indemnification under this ARTICLE VIII concurrently with seeking recovery from any insurance or other third party indemnification. In the event of a Net Recovery from an insurance policy after the payment by Sellers of all applicable amounts due in connection with such matter pursuant to this ARTICLE VIII without regard to such insurance policy (the "Seller Satisfaction"), the amount of Damages with respect to such matter shall be reduced by the amount of such Net Recovery and the applicable Buyer Indemnified Party shall remit to Sellers such portion, if any, of such Net Recovery that the Sellers would not have been required to pay to such Buyer Indemnified Party pursuant to Section 8.2 had such Net Recovery been received prior to such Seller Satisfaction and such previous compensation shall be deemed for purposes of this ARTICLE VIII, if applicable, to have never been paid to such Buyer Indemnified Party.

(c) Payments of all amounts owing by an Indemnifying Party under this ARTICLE VIII shall be made promptly by such Indemnifying Party upon a final settlement among the Indemnifying Parties and the Indemnified Parties or upon a final, non-appealable adjudication determined by a court of competent jurisdiction in accordance with this ARTICLE VIII that an indemnification obligation is owing by the Indemnifying Party to the Indemnified Party. The Indemnifying Party shall reimburse the Indemnified Party for any and all costs or expenses of any nature or kind whatsoever (including reasonable legal fees) incurred in seeking to collect payment under this ARTICLE VIII, and no limitation in this ARTICLE VIII shall apply to such reimbursement paid or to be paid pursuant to this Section 8.4. If any payment for any Damages is owed to a Buyer Indemnified Party under this ARTICLE VIII and payment is not made by the applicable Seller within thirty (30) days of the determination that such obligation is owing, Buyer may, in its sole discretion, recover some or all of such amount owed to a Buyer Indemnified Party under Section 1.4, this ARTICLE VIII or otherwise under this Agreement or the Transaction Documents, including without limitation, the Services Agreements, by setting off the amount of such indemnification obligation against any amounts payable to such Seller, including, if applicable, under this Agreement or any other Transaction Document, including without limitation, the Services

Agreements, including, if applicable, against any Earnout Payment Amount and/or any proceeds of the Rollover Equity (or any successor equity interests) or any equity issued pursuant to the Equity Grant Agreement, in each case, by transferring such equity interest to Buyer for no consideration based on the lesser of (i) the Closing Cash Common Per Share Payment value with respect to such equity interests determined as of the Closing Date and (ii) the fair market value of such equity interest (without discount or similar offset for minority ownership or lack of marketability) determined as of the effective date of such transfer hereunder (such lesser amount, the "Setoff Value"). In addition to the foregoing, to the extent an indemnification obligation is due and owing from Cascade and has not been paid in accordance with this ARTICLE VIII, any such Damages due and owing from Cascade which have not been satisfied through the exercise of the other remedies available to an Indemnified Party as set forth in this Section 8.4, Cascade may elect to satisfy the remainder of such Damages by transferring up to ninety percent (90%) of its Rollover Equity (or any successor equity interest) to Buyer for no consideration based on the Setoff Value; provided, that in no event shall Cascade have the right to elect to transfer more than 90% of the its Rollover Equity (or any successor equity interests) in connection with this Section 8.4. In each case, the exercise of such right of setoff, including the transfer of any such equity interest, shall not constitute a breach of any Buyer Indemnified Party's obligations under this Agreement, any Transaction Document, including without limitation, the Services Agreements, or any other agreement with such Seller or Affiliate of such Seller, and the Buyer Indemnified Parties are each hereby irrevocably appointed as each Seller's and each of their Affiliates' attorney in fact to execute such documents and take such other actions as may be necessary to effect the transfer of such equity interests in accordance with this Section 8.4.

(d) Each Indemnified Party shall use, and cause its subsidiaries and controlled Affiliates to use, commercially reasonable efforts to mitigate any Damages in accordance with Delaware Legal Requirements. Subject to Section 6.7(b), upon the reasonable written request of any Seller (including any request made after the Closing), the Company shall use commercially reasonable efforts to negotiate with CMS for reduction of the Company's repayment obligations to CMS; provided, that neither the Company nor any of its Affiliates shall have any obligation in connection with the foregoing: (i) to initiate, or threaten to initiate, an Action against CMS or any other Person; (ii) to incur any liability or pay any amount; (iii) to change or modify the Business of the Company or the relationship between the Company and any other Person(s); or (iv) to the extent any action would (A) interfere with the day-to-day operations of the Company or its officers, directors or employees; (B) cause the Company or any director, manager, officer or employee thereof to incur any personal liability; (C) result in the contravention of, a violation or breach of, or default under, any Contract or Legal Requirement. The Net Recovery of any such Damages recovered or reductions in the Company's repayment obligations to CMS shall (A) reduce the Sellers' obligation, pro rata based on the respective amounts set forth for the Sellers on Schedule 8.2(a)(vii), with respect to the Company's direct repayment obligations to CMS, and (B) reduce a Seller's obligation, on a dollar-for-dollar basis, with respect to such Seller's (and only such Seller's) direct repayment obligations to CMS. With respect to any funds held in escrow or the amount of the Cash Reserve, in the event of a final non-appealable Order or the express written acknowledgment of CMS that neither the Company nor any Seller has any further repayment obligations to CMS with respect to CMS RAPS overpayment liabilities, (i) any such funds which remain either in escrow or as the Cash Reserve as of the date of such acknowledgment by CMS or final non-appealable Order, as the case may be, shall be released to the applicable Seller or Sellers to which such funds are allocated in accordance with the Escrow Agreement, and (ii) any refunds or credits as finally determined in writing from CMS of the amounts set forth on Schedule 8.2(a)(vii) shall be paid by the Company to the applicable Seller or Sellers responsible for such amounts pursuant to Schedule 8.2(a)(vii), in each case, as and when received by the Company and net of any costs and expenses (including reasonable attorneys' fees and expenses) to the Buyer Indemnified Parties associated with such recovery or collection, and any deductibles, retentions or similar cost or payments and a reasonable estimate of increased future premiums.

(e) No Indemnified Party may recover duplicative Damages, indemnity or payment in respect of a single set of facts or circumstances under more than one representation, warranty or covenant in this Agreement or Transaction Document regardless of whether such facts or circumstances would give rise to a breach or indemnity obligation in respect of more than one representation, warranty and/or covenant in this Agreement or any Transaction Document. No claim for indemnification, including but not limited to a claim with respect to the overpayment liabilities described on Schedule 8.2(a)(vii), may be made by an Indemnified Party or otherwise under ARTICLE VIII for any liability to the extent such liability was included in the calculation of Net Working Capital, Indebtedness or Seller Transaction Expenses, in each case, as finally determined pursuant to Section 1.3.

(f) Notwithstanding anything herein to the contrary, in the event any Buyer Indemnified Party has a right to bring a claim against any Person in accordance with this ARTICLE VIII, either Buyer or the Company, and no other Person, shall bring such claim against such Person, and any Damages recovered in connection with any such claim shall be recoverable by Buyer or the Company.

8.5 Exception for Fraud.

Notwithstanding anything to the contrary contained in this Agreement, including Section 5.8, nothing in this Agreement shall be deemed or construed to waive or release any claims relating to fraud or otherwise relieve any Seller of any liability in connection with a claim involving the fraud of any such Seller or the representatives or Affiliates of any such Seller.

ARTICLE IX
MISCELLANEOUS

9.1 Expenses.

All costs and expenses (including fees and expenses of financial consultants, accountants and counsel) incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such costs and expenses; provided, however, for the avoidance of doubt, the Sellers shall bear all of the Seller Transaction Expenses, subject to the terms and conditions of this Agreement.

9.2 Exclusive Agreement; No Third-Party Beneficiaries.

This Agreement (including the Schedules and all Exhibits hereto) and the Ancillary Documents constitute the sole understanding of the Parties with respect to the subject matter hereof. Notwithstanding the forgoing, for the avoidance of doubt, the non-compete, non-solicitation, confidentiality and other restrictive covenants contained in this Agreement shall be in addition to, and not in lieu of, and shall not in any way limit or be limited by, any non-compete, non-solicitation, confidentiality or other restrictive covenants contained in any Ancillary Document or any other agreement to which any Seller is a party, including without limitation any purchase agreement, employment agreement, equity subscription, equity grant agreement or stockholder or operating agreement with respect to any equity interest in Parent or any subsidiary or Affiliate thereof. Except for indemnification rights of Buyer Indemnified Parties as provided in ARTICLE VIII, the releases provided in Section 6.4, and the provisions related to director and officer indemnification under Section 6.9, nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.3 Governing Law; Venue; Waiver of Jury Trial.

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within such jurisdiction, without regard to principles of conflicts of laws. Each of the Parties hereby irrevocably and unconditionally (a)

consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States located in the County of New Castle for any Action arising out of or relating to this Agreement and the Transactions (and agrees not to commence any Action relating thereto except in such courts), (b) waives and agrees not to plead or claim in any such court that any Action brought in any such court that any such Action brought in any such court has been brought in an inconvenient forum, and (c) waives any and all right to trial by jury in any Action arising out of or related to this Agreement or the Transactions or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party.

9.4 Successors and Assigns.

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but will not be assignable or delegable by any Party without the prior written consent of the other Parties; provided, however, that nothing in this Agreement shall or is intended to limit the ability of Buyer to assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of the Sellers to (a) any Affiliate of Buyer or (b) any lender to Buyer or its Affiliates as security for borrowings. No such assignment shall relieve Buyer of its responsibilities, liabilities or obligations hereunder.

9.5 Publicity.

No public release or announcement concerning the Transactions shall be issued by any Party (or any of such Party's Affiliates or representatives) without the prior consent of the other Party.

9.6 Severability.

Subject to the provisions of Section 6.2(e), (a) if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any adverse manner to any Party and (b) upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the Transactions are fulfilled to the greatest extent possible.

9.7 Notices.

Any notice, request, instruction or other document to be given hereunder by any Party to any other Party shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by electronic mail transmission, by overnight courier or by registered or certified mail, postage prepaid:

(a) If to Cascade, to:

Chief Executive Officer
Cascade Comprehensive Care, Inc.
2909 Daggett Avenue, Suite 200
Klamath Falls, OR 97601

with a copy to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, Oregon 97205

Attention: Mary Hull
Email: mary.hull@stoel.com

(b) If to MPCHPA, to:
2995 Ryan Drive SE
Salem, Oregon 97301
Attention: Dean Andretta
Email: deana@mvipa.org

with a copy to:

Dunn Carney LLP
851 SW Sixth Avenue, Suite 1500
Portland, Oregon 97204
Attention: Michael D. Crew
Email: mcrew@dunncarney.com

(c) If to Umpqua, to:

Umpqua Health
500 SW Cass Avenue, Suite 101
Roseburg, Oregon 97470
Attention: Brent A. Eichman
Email: beichman@umpquahealth.com

with a copy to:

Peter F. Stoloff, P.C.
5285 Meadows Road, Suite 235
Lake Oswego, Oregon 97035
Attention: Peter F. Stoloff
Email: pstoloff@peterstoloff-law.com

(d) If to Buyer, to:

c/o Chicago Pacific Founders
980 Michigan Avenue, Suite 1998
Chicago, Illinois 60611
Attention: Ken Stoll and Sameer Mathur
Email: kstoll@cpfounders.com and smathur@cpfounders.com

with a copy to:

Paul Hastings LLP
71 S. Wacker Drive, 45th Floor
Chicago, Illinois 60606
Attention: Richard S. Radnay
Email: richardradnay@paulhastings.com

(e) If to the Company, to:

Atrio Health Plans, Inc.
2965 Ryan Drive SE

Salem, Oregon 97301
Attention: Wendy Edwards
Email: wendy.edwards@atriohp.com

with a copy to:

Garvey Schubert Barer, P.C.
121 SW Morrison Street, Suite 1100
Portland, Oregon 97204
Attention: Larry Brant
Email: lbrant@gsblaw.com

or such other address as such Party may give to the other Parties by notice pursuant to this Section 9.7. Notice shall be deemed given on (a) the date such notice is personally delivered, (b) three (3) days after the mailing if sent by certified or registered mail, (c) the date of scheduled delivery if sent by overnight courier, or (d) the date such notice is transmitted by electronic mail, if such transmission is prior to 5:00 p.m. central time on a business day, or the next succeeding business day if such transmission is otherwise.

9.8 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered and released to the other. The Parties may rely upon copies of this Agreement which are delivered by facsimile or other electronic transmission (including electronic mail of a .pdf file) as if such copies were originals.

9.9 Interpretation.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement has been drafted and negotiated by all Parties, the language set forth herein shall be deemed to be the language of all Parties and no rule of strict construction shall be applied against any Party. Any drafts of this Agreement or any Ancillary Document prior to the final fully executed drafts shall not be used for purposes of interpreting any provision of this Agreement or any Ancillary Document, and each of the Parties agrees that no Party, Indemnifying Party or Indemnified Party shall make any claim, assert any defense or otherwise take any position inconsistent with the foregoing in connection with any dispute or Action among any of the foregoing or for any other purpose.

9.10 Amendments.

This Agreement may not be amended except by an instrument in writing signed by Buyer and the Sellers; provided that if such amendment disproportionately affects a Seller (or group of Sellers), the consent of such disproportionately affected Seller (or group of Sellers) shall also be required.

9.11 Extension; Waiver.

At any time the Parties may extend the time for the performance of any of the obligations or other acts of the other Party or waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a Party to any such extension or waiver shall be valid only if expressly and unambiguously set forth in an instrument signed on behalf of such Party. The waiver by any Party hereto of a breach of any provision hereunder shall not operate to be construed as a waiver of any prior or subsequent breach of the same provision hereunder or as a waiver of any other provision

hereunder. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as waiver thereto.

ARTICLE X
TERMINATION

10.1 Termination.

This Agreement may be terminated at any time prior to the Closing only as follows:

(a) by mutual written consent of the Buyer and the Sellers;

(b) by the Buyer if at any time (i) any of the representations or warranties of the Company in ARTICLE III is or becomes untrue or inaccurate such that the condition set forth in Section 2.1(a)(i) or (ii) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 10.1(b)), (ii) there has been a breach on the part of the Company of any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 2.1(b) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 10.1(b)), which breach cannot be cured by the Sellers or the Company by the Outside Date or, if capable of being cured, shall not have been cured within 15 days after delivery of notice thereof by the Buyer to the Sellers or any shorter period of time that remains between the date the Buyer delivers written notice of such breach and the Outside Date, (iii) any of the representations or warranties of a Seller in ARTICLE IV is or becomes untrue or inaccurate such that the condition set forth in Section 2.1(j) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 10.1(b)), or (iv) there has been a breach on the part of a Seller of any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 2.1(k) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 10.1(b)), which breach cannot be cured by the Sellers or the Company by the Outside Date or, if capable of being cured, shall not have been cured within 15 days after delivery of notice thereof by the Buyer to the Sellers or any shorter period of time that remains between the date the Buyer delivers written notice of such breach and the Outside Date, provided that the Buyer shall not be entitled to terminate pursuant to this Section 10.1(b) if such inaccuracy or breach was primarily caused by the failure of the Buyer to perform in any material respect any of the covenants or agreements to be performed by it prior to the Closing;

(c) by the Sellers if at any time (i) any of the representations or warranties of the Buyer in ARTICLE V is or becomes untrue or inaccurate such that the condition set forth in Section 2.2(a) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 10.1(c)), or (ii) there has been a breach on the part of the Buyer of any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 2.2(b) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 10.1(c)), which breach cannot be cured by the Buyer by the Outside Date or, if capable of being cured, shall not have been cured within 15 days after delivery of notice thereof by a Seller to the Buyer or any shorter period of time that remains between the date a Seller delivers written notice of such breach and the Outside Date, provided that the Sellers shall not be entitled to terminate pursuant to this Section 10.1(c) if such inaccuracy or breach was primarily caused by the failure of any Seller to perform in any material respect any of the covenants or agreements to be performed by it prior to the Closing;

(d) by either the Buyer or the Sellers if the Closing has not occurred on or before September 30, 2019 (the "Outside Date"), provided that the party seeking to terminate shall not be entitled to terminate pursuant to this Section 10.1(d) if the failure of the consummation was primarily caused by the failure of the Buyer (if it is seeking to terminate) or any Seller (if the Sellers are seeking to

terminate) to perform in any material respect any of the covenants or agreements to be performed by it prior to the Closing;

(e) by either the Buyer or the Sellers if a Legal Requirement is enacted, adopted, promulgated or enforced that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or if the consummation of the transactions contemplated hereby would violate any Order (whether or not final and nonappealable) of any Governmental Authority having competent jurisdiction; provided, however, that the party seeking to terminate shall not be entitled to terminate pursuant to this Section 10.1(e) if the imposition of such Order or the failure of such Order to be resisted, resolved or lifted, as applicable was primarily caused by the failure of the Buyer (if it is seeking to terminate) or any Seller (if the Sellers are seeking to terminate) to perform in any material respect any of the covenants or agreements to be performed by it prior to the Closing;

(f) by the Buyer if since the effectiveness of this Agreement, a Material Adverse Effect has occurred or arisen; or

(g) by the Buyer if an amended statement of work to each Services Agreement, delineating the delegated activities in a manner compliant with applicable CMS requirements and conditions, is not executed by the Seller party thereto on or prior to December 31, 2018; provided, that such date may be extended solely to the extent CMS extends such date in a written notice delivered to the Company; provided, further, that in the event the Buyer terminates this Agreement pursuant to this Section 10.1(g), Sellers shall reimburse Buyer for any reasonable and documented out of pocket expenses incurred by Buyer or its Affiliates in connection with the transactions contemplated hereby, which amount shall not, for the avoidance of doubt, exceed $2,000,000 in the aggregate.

The Party seeking to terminate this Agreement pursuant to this Section 10.1 (other than Section 10.1(a)) shall give written notice of such termination to the other Parties hereto.

10.2 Effect of Termination.

In the event of termination of this Agreement as provided above, this Agreement shall immediately terminate and have no further force and effect and there shall be no liability on the part of any Party to any other Party under this Agreement, except that (a) the covenants and agreements set forth in this Section 10.2 and ARTICLE IX (Miscellaneous) and all definitions herein necessary to interpret any of the foregoing provisions shall remain in full force and effect and survive such termination indefinitely and (b) nothing in this Section 10.2 shall release any Party from any Liability for any willful breach by such Party of this Agreement before the effective date of such termination, or otherwise affect any of the rights or remedies (whether under this Agreement, or at law, in equity or otherwise) available to any Party with respect to the willful breach of this Agreement by any Party before the effective date of such termination.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BUYER:

ATRIO ACQUISITION CORPORATION

By: _____

Name: Ken Stoll

Title: Vice President

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SELLERS:

CASCADE COMPREHENSIVE CARE, INC.

By: _____
Name: Taya Atkins
Title: President & CEO

MARION POLK COMMUNITY HEALTH PLAN ADVANTAGE, INC.

By: _____
Name:
Title:

UMPQUA HEALTH, LLC

By: _____
Name:
Title:

COMPANY:

ATRIO HEALTH PLANS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SELLERS:

CASCADE COMPREHENSIVE CARE, INC.

By: _____
Name:
Title:

MARION POLK COMMUNITY HEALTH PLAN ADVANTAGE, INC.

By: _____
Name: Dean Andrews
Title: CFO

UMPQUA HEALTH, LLC

By: _____
Name:
Title:

COMPANY:

ATRIO HEALTH PLANS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SELLERS:

CASCADE COMPREHENSIVE CARE, INC.

By: _____
Name:
Title:

MARION POLK COMMUNITY HEALTH PLAN ADVANTAGE, INC.

By: _____
Name:
Title:

UMPQUA HEALTH, LLC

By: _____
Name:
Title: CEO

COMPANY:

ATRIO HEALTH PLANS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SELLERS:

CASCADE COMPREHENSIVE CARE, INC.

By: _____
Name:
Title:

MARION POLK COMMUNITY HEALTH PLAN ADVANTAGE, INC.

By: _____
Name:
Title:

UMPQUA HEALTH, LLC

By: _____
Name:
Title:

COMPANY:

ATRIO HEALTH PLANS, INC.

By: _____
Name: Wendy Edwards
Title: President

Annex A
Definitions

Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Accounting Effective Time" means 11:59 p.m. Pacific time on the day immediately prior to the Closing Date.

(b) "Action" means any action, Order, writ, injunction, judgment or decree outstanding or any claim, complaint, charge, suit, equitable action, litigation, proceeding, hearing, dispute, litigation, mediation, arbitration, audit, self-disclosure, prosecution, inquiry or investigation, or any formal demand to which the Company is a party and which could reasonably be expected to lead to any of the foregoing.

(c) "Affiliate" means as to any specified Person, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified Person. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of equity of that Person, by contract or otherwise).

(d) "Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign, Income Tax Legal Requirements).

(e) "Ancillary Document" means each agreement, certificate or other document executed and delivered at to the Closing in connection with the Transactions.

(f) "Buyer Indemnified Parties" means Buyer, its successors, assigns and present and future Affiliates, and each of their respective present and future directors, officers, agents, representatives and employees.

(g) "Cascade Special Escrow Deposit" means an amount equal to the Cascade Special Escrow Deposit as set forth on Schedule 1.5(b)(iii).

(h) "Closing Cash Amount" means the amount of cash and cash equivalents of the Company as of the Accounting Effective Time determined in accordance with GAAP, as adjusted to give effect to any transactions consummated between the Accounting Effective Time and the Closing which are outside of the ordinary course of business of the Company.

(i) "Closing Cash Common Per Share Payment" means an amount equal to (i) the Closing Cash Payment divided by (ii) the aggregate number of shares of Company Stock issued and outstanding immediately prior to the Closing (including the Contributed Shares) collectively held by the Rollover Sellers (and excluding, for the avoidance of doubt, any such shares of Company Stock held by Umpqua).

(j) "Closing Cash Payment" means (i) [redacted] minus (ii) the amount of any Indebtedness outstanding as of the Closing and set forth on **Schedule A-1**, minus (iii) the amount of any Seller Transaction Expenses outstanding as of the Closing, minus (iv) the Umpqua Amount, plus (v) the Closing Cash Amount, plus (vi) the Estimated Net Working Capital Adjustment (which may be a positive or negative number).

(k) "COBRA" means Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code.

(l) "Code" means the U.S. Internal Revenue Code of 1986, as amended.

(m) "Company Common Stock" means the issued and outstanding Series A (voting) and Series B (non-voting) capital stock of the Company.

(n) "Company's Knowledge" shall mean the knowledge of Wendy Edwards, William Guest, IV, Michelle Rice and Michelle Murphy and any knowledge that any such Person would reasonably be expected to have, given his, her or its role with, and relationship to, the Company or following due inquiry with such Person's direct reports.

(o) "Contract" means any agreement, commitment or obligation to which the Company is a party or by which any of the Company's assets are bound or affected, together with all modifications and amendments thereto, which, in each case, constitutes a contract under applicable Legal Requirements.

(p) "Convertible Securities" means any securities or rights directly or indirectly convertible into, exchangeable or exercisable for, or carrying the right to acquire, any equity securities of the Company or any subscriptions, warrants, options, rights or other arrangements obligating the Company or any Seller to issue, sell or acquire any securities of the Company

(q) "Damages" means all losses, claims, assessments, Liabilities, damages, fines, penalties, diminution of value, Taxes, obligations, responsibilities, costs and expenses (including reasonable costs of investigation, remediation or other response activity, reasonable attorney's fees and court costs, and all other reasonable costs expenses incurred in investigating, preparing for or defending any Action); provided that, "Damages" shall exclude punitive damages other than to the extent payable to a third party.

(r) "Earnout Payment Amount" means, (i) zero, if the Year-End Plan Enrollment is less than 19,000 enrollees, or (ii) [redacted] if and only if, the Year-End Plan Enrollment is greater than or equal to 19,000 enrollees.

(s) "Employee Benefit Plan" means each employee benefit plan (as defined in Section 3(3) of ERISA), "Multi Employer Plan" (as defined in Section 3(37) or 4001(a)(3) of ERISA), pension plan, plan of deferred compensation, medical plan, life insurance plan, long-term disability plan, dental plan, "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or other plan, program, arrangement or trust providing for or funding the welfare of any of the employees or former employees or beneficiaries thereof of the Company, personnel policy (including vacation time, holiday pay, bonus programs, moving expense reimbursement programs and sick leave), excess benefit plan, bonus or incentive plan (including equity options or incentives, restricted equity, equity bonus and deferred bonus plans), severance agreement, severance plan or policy, salary reduction agreement, change-of-control agreement, employment agreement, consulting agreement or any other benefit, program or Contract, whether or not written or pursuant to a collective bargaining agreement.

(t) "Encumbrance" means any lien, mortgage, easement, covenant, charge, security interest, restriction, pledge or other encumbrance or adverse claim or interest of any nature, except Permitted Encumbrances.

(u) "Environment" means any air (including air within natural or man-made structures above or below ground), water (including territorial, coastal and inland waters, ground water and water in drains and sewers) and land (including surface land, sub-surface land, seabed and river bed under water).

(v) "Environmental Claim" means any written notice of violation, written notice of potential or actual responsibility or liability, claim, suit, action, demand, directive or Order by any Person for any damage (including, but not limited to, personal injury, tangible or intangible property damage, contribution, indemnity, indirect or consequential damages, damage to the environment, environmental removal, response or Remediation costs, nuisance, pollution, contamination or other adverse effects on the environment or for fines, penalties or restrictions on existing environmental permits or licenses) resulting from or relating to any Environmental Situation.

(w) "Environmental Laws" mean any national, federal, state, provincial, regional, county, local, governmental, public or private statute, law (including common law), regulation, ordinance, administrative or judicial order or license pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, any Hazardous Material Activity, or pollution (including, without limitation, regulation of releases and disposals to air, land, water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act and Solid and Hazardous Waste Amendments, Federal Water Pollution Control Act, as amended by the Clean Water Act, Clear Air Act, as amended, Toxic Substances Control Act, Emergency Planning and Community Right-to-Know Act, National Environmental Policy Act, Safe Drinking Water Act, Occupational Safety and Health Act and any similar or implementing provincial, state or local law or regulation including, without limitation, and all amendments, rules and regulations promulgated thereunder, in each such case as in effect on the date hereof.

(x) "Environmental Situation" means (i) the presence of, the Release into the environment of, or exposure to, any Hazardous Material, (ii) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Material, (iii) the violation of or liability under any Environmental Laws or (iv) the non-compliance with any Environmental Laws.

(y) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(z) "ERISA Affiliate" means the Company and any predecessor thereof and any other Person who constitutes or has constituted all or part of a controlled group or had been or is under common control with, or whose employees were or are treated as employed by the Company and/or any predecessor thereof, under Section 414 of the Code.

(aa) "Estimated Net Working Capital Adjustment" means: (i) if the Estimated Net Working Capital is less than the Net Working Capital Lower Boundary, a negative amount equal to the difference between the Estimated Net Working Capital and the Net Working Capital Target; (ii) if the Estimated Net Working Capital is greater than the Net Working Capital Upper Boundary, a positive amount equal to the difference between the Estimated Net Working Capital and the Net Working Capital Target; and (iii) if the Estimated Net Working Capital is equal to or greater than the Net Working Capital Lower Boundary but less than or equal to the Net Working Capital Upper Boundary, an amount equal to zero (0).

(bb) "Final Net Working Capital" means Net Working Capital as finally determined pursuant to Section 1.3.

(cc) "Final Net Working Capital Adjustment" means, (i) if the Final Net Working Capital is less than the Estimated Net Working Capital, a negative amount equal to such difference, and (ii) if the Final Net Working Capital is greater than the Estimated Net Working Capital, a positive amount equal to such difference.

(dd) "Fundamental Representations" means the representations and warranties set forth in Sections 3.1, 3.2, 3.3, 3.4 (first sentence only), 3.16, 3.20, 3.22 and ARTICLE IV.

(ee) "GAAP" means generally accepted accounting principles in the United States that are applicable as the date of determination consistently applied in the manner set forth on **Schedule A-2**.

(ff) "Governmental Authority" means any domestic or foreign national, state, provincial, multi-state, multinational or municipal or other local government, any subdivision, agency, commission, instrumentality, body or authority thereof, department or person (whether autonomous or not), or any quasi-governmental or private body exercising any regulatory authority thereunder.

(gg) "Governmental Consent" means any consent, approval, waiver or authorization of, or exemption by, or filing with or notice to, any Governmental Authority.

(hh) "Governmental Health Care Programs" means all health benefit programs that are sponsored by a Governmental Authority and in which the Company participates (or at one time did participate in as to compliance during that participation period), whether pursuant to one or more Contracts with the applicable Governmental Authority or otherwise, including "Federal health care programs" as defined by 42 U.S.C. § 1320a-7b(f), Medicaid, Medicare, Medicare Advantage (including Special Needs Plans), Medicare Part D, TRICARE, dual eligible initiatives and other demonstration programs sponsored by any Governmental Authority.

(ii) "Hazardous Materials" mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), lead-based paint, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by an Environmental Law.

(jj) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.) and as enacted through regulation and Governmental Authority guidance

(kk) "Health Care Laws" means all applicable Legal Requirements pertaining to health care regulatory matters (collectively, "Healthcare Legal Requirements") applicable to the operations of the Company, including, without limitation, (a) fraud and abuse (including without limitation the following statutes, as amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated from time to time thereunder: the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the civil False Claims Act (31 U.S.C. § 3729 et seq.); Sections 1320a-7,1320a-7a and 1320a-7b of Title 42 of the United States Code; the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173)) and the Stark Act (42 U.S.C.

§ 1395nn); (b) Government Health Care Programs; (c) all Information Laws and (d) any other Healthcare Legal Requirement or regulation of any Governmental Authority which regulates physician self-referral, kickbacks, patient or program reimbursement, program claims processing, medical record documentation requirements, the hiring of employees or acquisition of services or products from those who have been excluded from governmental health care programs, licensure, accreditation or any other aspect of providing health care services applicable to the operations of the Company.

(ll) "Income Tax" means any U.S. federal, state, local, or foreign Tax based on or measured by reference to (i) net income or gross receipts, or (ii) multiple bases one of which is net income or gross receipts, including, in each case, any interest, penalty, or addition thereto.

(mm) "Income Tax Liability" means, with respect to any jurisdiction, an amount equal to the liability for Income Taxes of the Company owing and unpaid as of the Closing Date that are first due after the Closing Date with respect to such jurisdiction computed for each Pre-Closing Tax Period and the portion of each Straddle Period ending on or before the end of the Closing Date.

(nn) "Income Tax Liability Accrual" means an amount (which amount shall not be less than zero for any taxpayer in any jurisdiction and for any Taxable period or portion thereof) equal to the sum of the Income Tax Liability separately calculated for (a) each jurisdiction in which the Company filed Tax Returns for Income Taxes for the Tax year ended December 31, 2016 and (b) each jurisdiction in which the Company commenced activities on or after January 1, 2017.

(oo) "Income Tax Return" means any Tax Return relating to Income Taxes.

(pp) "Indebtedness" means all obligations and liabilities of the Company (i) with respect to borrowed money, whether secured or unsecured, (ii) with respect to the deferred purchase price of property or services (other than to the extent included as a payable in the determination of Net Working Capital as finally determined in accordance with Section 1.3), (iii) represented by a note, bond, indenture or similar instrument, (iv) with respect to any conditional sale or other title retention agreement, (v) secured by any Encumbrance on any property, (vi) with respect to leases of any property (real, personal or mixed) which have been, or should be, in accordance with GAAP recorded as capital leases, together with all renewals of such leases, (vi) with respect to unfunded or underfunded obligations under any pension, other post-employment benefits or similar plan of the Company or any pension, other post-employment benefits or similar plan under which the Company has any Liability, as determined in accordance with GAAP, (vii) with respect to any hedging transactions; (viii) with respect to any capital expenditure commitments in excess of $100,000 in the aggregate that have been made by the Company and not funded prior to the Closing, (ix) with respect to obligations of any Person which are directly or indirectly guaranteed by the Company; (x) with respect to interest, fees, and other expenses owed with respect to the items identified in items (i) through (ix) above; (xi) with respect to deferred compensation, annual incentive and under any equity, equity appreciation, phantom equity or similar plan, agreement or arrangement, including all Taxes that are payable by the Company in connection with or as a result of the payment of such liability; (xii) with respect to any stay, change of control, severance, bonus or similar payments and other accelerations or increases in rights or benefits which obligation, in each case (whether payable or occurring prior to, on or after the Closing Date), either (a) arises at or prior to the Closing or (b) is payable or becomes due in whole or in part as a result of the consummation of the Transactions, including all Taxes that are payable by any Seller or the Company in connection with the payment of such liability; (xiii) with respect to any customer deposits or advance payments; and (xiv) in an amount equal to the Income Tax Liability Accrual.

(qq) "Independent Accountant" means Deloitte (or any successor thereto).

(rr) "Intellectual Property" means, collectively, in the United States and all countries or jurisdictions foreign thereto, (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, (ii) all Trademarks, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all moral rights and copyrights in any work of authorship (including but not limited to catalogues and related copy, databases, software, and mask works) and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information (including confidential ideas, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (v) all websites, domain names, computer software and firmware (including source code, executable code, data, databases, user interfaces and related documentation) (collectively, "Software"), (vi) all other proprietary and intellectual property rights, (vii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), (viii) the exclusive right to display, reproduce, and create derivative works based on any of the foregoing and (ix) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.

(ss) "IRS" means the United States Internal Revenue Service.

(tt) "Legal Requirement" means any national, federal, provincial, state, local, municipal, foreign or other constitution, ordinance, regulation, statute, code, rule or other law, and any certification standard, accreditation standard, approval, license, Order or Permit.

(uu) "Liabilities" means any indebtedness (including any Indebtedness), liabilities or obligations of any nature whatsoever, whether accrued or unaccrued, absolute or contingent, direct or indirect, asserted or unasserted, fixed or unfixed, known or unknown, choate or inchoate, perfected or unperfected, liquidated or unliquidated, secured or unsecured, or otherwise, and whether due or to become due.

(vv) "Material Adverse Effect" means any one or more events, occurrences, facts, conditions, or changes that, individually or in the aggregate, have resulted in, or would reasonably be expected to result in, a material adverse effect on the business, properties, assets, customer relations, business prospects, results of operations or financial condition of the Company taken as a whole, except to the extent resulting from (a) changes in general local, domestic, foreign, or international economic conditions, (b) changes affecting generally the industries or markets in which the Company operates, (c) acts of war, sabotage or terrorism, military actions or the escalation thereof, (d) any changes in applicable laws or accounting rules or principles, including changes in GAAP, (e) any action required to be taken by the Company or Sellers pursuant to this Agreement, (f) the entry into the Agreement and/or the announcement or consummation of the transactions contemplated hereby, including disclosure to employees, vendors and customers, or (g) any omission to act or action taken with the prior written consent of Buyer.

(ww) "Net Working Capital Target" means the monthly average, for the six (6) months ending with the month ended immediately prior to Closing, of the Net Working Capital.

(xx) "Net Working Capital Lower Boundary" means the Net Working Capital Target minus an amount equal to $100,000.

(yy) "Net Working Capital Upper Boundary" means the Net Working Capital Target plus an amount equal to $100,000.

(zz) "Order" means any award, injunction, decree, settlement, judgment, order, ruling, subpoena, or verdict or other decision entered, issued, made, or rendered by, or any agreement with, any court, administrative agency, or other Governmental Authority or by any arbitrator.

(aaa) "Organizational Documents" means (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person (e.g., a certificate of formation, articles of organization or certificate of limited partnership), and any agreement governing such Person (e.g., a limited liability company agreement, operating agreement or partnership agreement); and (c) any amendment to any of the foregoing.

(bbb) "Owned Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company (including all applications therefor).

(ccc) "Party" means any party to this Agreement and "Parties" means all parties to this Agreement.

(ddd) "Permits" means any licenses, franchises, permits, permissions, consents, certificates, orders, approvals, exemptions, registrations or authorizations from any Governmental Authority required for the lawful ownership by the Company of its properties and assets and the lawful operation of the Business in the manner presently conducted.

(eee) "Permitted Encumbrances" means (i) statutory liens for current Taxes not yet due or delinquent or that are being contested in good faith as set forth on **Schedule A-3**, in each case for which adequate reserves have been made with respect thereto to the extent required by GAAP; (ii) mechanics', carriers', workers', repairmen's and other similar liens arising or incurred in the ordinary course of business with respect to charges that are immaterial individually or in the aggregate and are not yet due and payable; (iii) statutory liens incurred in the ordinary course of business in connection with worker's compensation, unemployment insurance, or other forms of governmental insurance or benefits; (iv) recorded easements, rights of way, encroachments, restrictions or similar conditions affecting or burdening the Facilities that do not, individually or in the aggregate, interfere with the current use or utility or diminish the value of the encumbered property.

(fff) "Person" means any individual, corporation, partnership, association, trust, limited liability company or any other entity or organization.

(ggg) "Pro Rata Share" means, with respect to Cascade, a percentage equal to 33.33%, MPCHPA, a percentage equal to 33.33% and Umpqua, a percentage equal to 33.33%.

(hhh) "Related Party" means (i) each Seller, and (ii) each Affiliate of any of the foregoing.

(iii) "Related Party Obligations" means any intercompany note, cash advance, payable or other obligation owing from (i) the Company to a Related Party (other than any accrued but unpaid salary or other compensation or benefits under Employee Benefit Plans otherwise due Seller as an employee of the Company as of the Closing Date, in each case in exchange for bona fide services performed) or (ii) a Related Party.

(jjj) "Related Party Transaction" means any Contract, arrangement, commitment, understanding or transaction between the Company, on the one hand, and any Related Party, on the other hand.

(kkk) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, seeping, dispersal, releasing, migration, placing and the like, through, into or upon, any land, soil, surface water, groundwater or air, or otherwise into the environment, the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Material, but excluding the normal application of fertilizer.

(lll) "Remediation" means all actions to: (i) clean up, remove, treat, correct or in any other way respond to any Release of any Hazardous Material; (ii) prevent the Release or minimize the further Release of any Hazardous Material; or (iii) perform studies, investigations or monitoring necessary or required to investigate the foregoing or post-remedial studies, investigations, monitoring or operations and maintenance with respect to the foregoing.

(mmm) "Rollover Equity" means, units of Parent, issued to each Rollover Seller in connection with the Contribution Agreement.

(nnn) "Seller Taxes" means any Taxes (i) imposed on any Seller for any Tax period, (ii) imposed on or with respect to either of the Company or the Business for any Tax period (or portion of any Tax period) ending on or before the Closing Date and the portion of any Straddle Period ending at the end of the Closing Date, (iii) imposed in connection with the Transactions (including any Transfer Taxes), (iv) imposed on Buyer as a transferee or successor of any Seller, (v) of any Person other than the Company imposed on the Company as a result of being a member of any Affiliated Group on or before the Closing Date pursuant to Treasury Regulation Section 1.1502-6 or any similar state, local, or foreign Legal Requirement or (vi) resulting from any Disallowed Tax Benefit.

(ooo) "Seller Transaction Expenses" means, without duplication, collectively, (i) all of the fees and expenses incurred or reimbursed by the Company or its Affiliates to third parties in connection with the negotiation, documentation and consummation of the Transactions, including all fees, expenses, disbursements and other similar amounts paid to attorneys, financial advisors or accountants, (ii) all payments required to be made to third parties to obtain third party consents in connection with the consummation of the Transactions, (iii) all stay, change of control, severance, bonus, equity appreciation, phantom equity or similar payments due by the Company to any Person, and any other accelerations or increases in rights or benefits of the Company's employees (whether payable or occurring prior to, on or after the Closing Date), under any plan, agreement or arrangement of the Company, which obligation, in each case, arises on or before the Closing Date or in whole or in part as a result of the execution of this Agreement or the consummation of the Transactions, including all Taxes that are payable by the Company in connection with or as a result of the payment of such obligations, (iv) all of Taxes that are payable by the Company in connection with or as a result of the payments pursuant to Section 1.2, and (v) all premiums, fees or expenses payable to an underwriter or any insurance broker in connection with obtaining the D&O Tail Policy.

(ppp) "Special Escrow Deposit" means, collectively, the Cascade Special Escrow Deposit, the WVP Special Escrow Deposit and the Umpqua Special Escrow Deposit.

(qqq) "Straddle Period" means a Taxable period beginning on or before and ending after the Closing Date.

(rrr) "Tax" means any (i) U.S. federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, unclaimed property or escheat (whether or not treated as a tax under applicable Legal Requirement), add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, entertainment, amusement, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, ad valorem, personal property, other property, capital stock, social security, unemployment, disability, payroll, license, employee, healthcare, withholding, composite or other tax of any kind whatsoever, including any interest, penalties or additions to tax, any penalties resulting from any failure to file or timely file a Tax Return, or additional amounts in respect of the foregoing; (ii) Liability for the payment of any amounts of the type described in clause (i) above of another Person arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto); and (iii) Liability for the payment of any amounts of the type described in clause (i) above of another Person as a result of any transferee or secondary Liability or any Liability assumed or imposed by contract, agreement, law, or otherwise.

(sss) "Tax Return" means any return, declaration, report, claim for refund, information return, notice, form or other document (including any related or supporting schedules, statement or information, Treasury Form TD F 90-22.1 and FinCEN Form 114) filed or required to be filed with any Governmental Authority, or maintained or required to be maintained by any Person, in connection with the determination, assessment or collection of any Taxes of any Person or the administration of any laws, regulations or administrative requirements relating to any Taxes.

(ttt) "Term" shall mean the period beginning on the Closing Date and ending upon the third (3rd) anniversary of the Closing Date; provided, however, that (i) in the event of a breach or violation by any Seller of Section 6.2, the Term shall be extended by a period of time equal to the period of time during which any such Seller violates the terms of Section 6.2, and (ii) in the event any Seller is party to a Service Agreement or any similar or successor agreement thereto with the Company, or any Affiliate thereof, the Term shall be extend for so long as such agreement remains in full force and effect.

(uuu) "Trademarks" mean, in the United States and all countries and jurisdictions foreign thereto, registered trademarks, registered service marks, trademark and service mark applications, unregistered trademarks and service marks, registered trade names and unregistered trade names, corporate names, fictitious names, trade dress, logos, slogans, Internet domain names, rights in telephone numbers, and other indicia of origin, together with all translations, adaptations, derivations, combinations and renewals thereof.

(vvv) "Transaction Document" means the Ancillary Documents, but specifically excluding each Services Agreement.

(www) "Treasury Regulations" means the United States Treasury regulations issued pursuant to the Code.

(xxx) "U.S." or "United States" means the United States of America.

(yyy) "Umpqua Special Escrow Deposit" means an amount equal to the Umpqua Special Escrow Deposit as set forth on Schedule 1.5(b)(iii).

(zzz) "WVP Special Escrow Deposit" means an amount equal to the WVP Special Escrow Deposit as set forth on Schedule 1.5(b)(iii).

CONFIDENTIAL

ATRIO HOLDING COMPANY, LLC

OPERATING AGREEMENT

Dated as of [_____], 2019

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

OPERATING AGREEMENT
OF
ATRIO HOLDING COMPANY, LLC
a Delaware Limited Liability Company

THIS OPERATING AGREEMENT, dated as of [_____], 2019, is made and entered into by and among the Persons signatory hereto and those Persons that may execute it or otherwise become a party to it from time to time hereafter.

AGREEMENT:

WHEREAS, the Members desire to enter into this Agreement, to provide for the respective rights, obligations and interests of the parties hereto to each other and to the Company and the terms and conditions on which the Company will conduct its business. This Agreement shall apply to and govern the management and operation of the Company from the date hereof and shall bind each and every present and future Interest Holder.

NOW, THEREFORE, intending to be legally bound, the parties hereto hereby agree to fix their respective rights, interests, and obligations, and the structure, capitalization, and obligations of the Company as follows:

ARTICLE 1
DEFINITIONS

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Additional Interests" means (i) any Interests issued after the execution and delivery of this Agreement by the Company and (ii) any securities issued after the execution and delivery of this Agreement by the Company directly or indirectly exercisable or exchangeable for, or convertible into, Interests.

"Affiliate" with respect to any Person shall mean any Person controlling, controlled by or under common control with such Person.

"Agreement" means this Operating Agreement of the Company, as amended, modified or supplemented from time to time in accordance with its terms.

"Applicable Tax Rate" means 30% or such other rate as determined by the Operating Board from time to time.

"Atrio Companies" means the Company and all of its direct and indirect Subsidiaries, if any.

"Atrio Seller Group" means each of the holders of Voting Class B Interests as of the date hereof and as set forth on Schedule A hereto.

"Certificate" shall mean the Certificate of Formation of the Company filed with the Secretary of State on November 16, 2018, as the same may be amended or restated from time to time.

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

"Company" means Atrio Holding Company, LLC, a Delaware limited liability company.

"Fair Market Value" with respect (i) to all non-cash assets shall mean the fair value for such assets as between a willing buyer and a willing seller in an arm's-length transaction occurring on the date of valuation, as determined by the Operating Board or its designees in good faith, taking into account all relevant factors determinative of value, and (ii) to any securities, shall mean the fair value for such securities, as determined by the Operating Board in good faith on the basis of an orderly sale to a willing, unaffiliated buyer in an arm's length transaction without taking into account a discount for a minority position or illiquidity but taking into account whether the issuer is a privately held company or a public company.

"Family Group" means, with respect to a natural person, (i) such natural person's spouse and descendants (whether natural or adopted), (ii) any trust solely for the benefit of such natural person and/or such natural person's spouse and/or descendants (whether natural or adopted), so long as such natural person will remain at all times prior to his or her death or incapacity in control of such trust, (iii) any family limited partnership or similar entity for the benefit of such natural person and/or such natural person's spouse and/or descendants (whether natural or adopted), so long as such natural person will remain at all times prior to his or her death or incapacity in control of such family limited partnership or similar entity, and (iv) following such person's death, any transferee pursuant to applicable laws of descent and distribution.

"Interest" means a Person's share of the profits and losses of, and the right to receive distributions from, the Company, with respect to Voting Class A Interests, Voting Class B Interests, Non-Voting Class C Interests or Non-Voting Class D Preferred Interests, as applicable.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member or other unadmitted holder of an Interest. Any Person who holds an Interest but is not a Member shall not be entitled to exercise any rights of a Member with respect to such Interests, except as otherwise provided by non-waivable provisions of applicable law.

"Involuntary Withdrawal" means, with respect to any Interest Holder, the occurrence of any of the following events:

(i) the Interest Holder: (A) makes an assignment for the benefit of creditors; (B) files a voluntary petition of bankruptcy; is adjudged bankrupt or insolvent or there is entered against the Interest Holder an order for relief in any bankruptcy or insolvency proceeding; (C) seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Interest Holder or of all or any substantial part of the Interest Holder's properties; or (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Interest Holder in any proceeding described in subsections (A) through (C);

(ii) if the Interest Holder is a partnership or another limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(iii) if the Interest Holder is a corporation, the voluntary dissolution of the corporation or the voluntary revocation of its charter;

(iv) if the Interest Holder is a trust, the termination of the trust; or

(v) if the Interest Holder is an individual, his or her death or legal incompetency, except to the extent that such Interest Holder's Interests are transferred as a result thereof to one or more Permitted Transferees in compliance with Article 7.

"Management Members" means each Interest Holder (or Permitted Transferee thereof) holding Voting Interests or Non-Voting Class C Interests that is or was an employee or an independent contractor of any Atrio Company or that has a Related Employee. In no event shall the members of the Atrio Seller Group be deemed to be Management Members.

"Member" means each Person signing this Agreement as a Member and any Person who subsequently is admitted as a Member of the Company pursuant to Section 7.2 below.

"Member Group" means with respect to any Person that is an employee or independent contractor of any Atrio Company, (i) such Person, (ii) any member of such Person's Family Group, (iii) any designee of such Person that is or becomes an Interest Holder (including any individual retirement account holding on such Person's behalf) and (iv) the direct and indirect Permitted Transferees of each Person identified in subsections (i) through (iii).

"Non-Voting Class C Interests" means Interests in the Company having those rights and subject to those obligations set forth in this Agreement.

"Non-Voting Class D Preferred Interests" means Interests in the Company having those rights and subject to those obligations set forth in this Agreement.

"Non-Voting Class D Preferred Return" means, with respect to each Non-Voting Class D Preferred Interest, an amount accruing on such Non-Voting Class D Preferred Interest on a daily basis at the rate of 3% per annum compounded annually on the Unreturned Class D Preferred Capital of such Non-Voting Class D Preferred Interest; provided, that in the event of any Distribution or other liquidity event, the amount of accrued but not compounded interest with respect to any Non-Voting Class D Preferred Interest shall be added to such Non-Voting Class D Preferred Return for the applicable period through the date of any such Distributions. In calculating the amount of any Distribution to be made at any time, the portion of the Non-Voting Class D Preferred Return for such portion of the period elapsing before such Distribution is made shall be taken into account.

"Non-Voting Interests" means Non-Voting Class C Interests and Non-Voting Class D Preferred Interests.

"Participant Interest Agreement" means any agreement pursuant to which Non-Voting Class C Interests are issued to any Person, as amended from time to time.

"Permitted Transferee" means (i) with respect to a natural person, a member of such natural person's Family Group and (ii) with respect to an entity, any of such entity's Affiliates, so long as they remain Affiliates of such entity.

"Person" means and includes any individual, corporation, partnership (general, limited or limited liability), association, limited liability company, association, organization, trust, estate or other entity or a governmental entity.

"Purchase Agreement" means that certain Stock Purchase Agreement, dated as of December 6, 2018, by and among ATRIO Health Plans, Inc., Cascade Comprehensive Care, Inc., Umpqua Health, LLC, Marion Polk Community Health Plan Advantage, Inc. and Atrio Acquisition Corporation, as the same may be amended, modified or supplemented from time to time.

"Related Employee" means, with respect to an Interest Holder who is not and was not an employee or independent contractor of an Atrio Company, any individual that is a family member,

beneficiary, partner, trustee or direct or indirect equity owner of such Interest Holder who is or was an employee or independent contractor of an Atrio Company.

"Related Funds" means (i) Chicago Pacific Founders Fund II, L.P., Chicago Pacific Founders Fund II-A, L.P., ATRIO Blocker Corp. and ATRIO Splitter, L.P., (ii) any general partner, manager or investment advisor of Chicago Pacific Founders Fund II, L.P., Chicago Pacific Founders Fund II-A, L.P., ATRIO Blocker Corp. or ATRIO Splitter, L.P., and (iii) any fund, trust, collective pool, vehicle or entity with a general partner, manager or investment advisor in common with Chicago Pacific Founders Fund II, L.P., Chicago Pacific Founders Fund II-A, L.P., ATRIO Blocker Corp. or ATRIO Splitter, L.P.

"Sale of the Company" means, in one transaction or a series of related transactions, either (i) the sale, lease, transfer, conveyance, exclusive license or other disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole (whether by way of merger, purchase or sale of equity, purchase or sale or other disposition of assets, recapitalization, reorganization, combination, consolidation or otherwise, and whether consummated by the Company or its Subsidiaries), (ii) the sale or disposition (whether by merger, consolidation or otherwise) of one or more Subsidiaries of the Company if substantially all of the assets of the Company and its Subsidiaries, taken as a whole, are held by such Subsidiary or Subsidiaries or (iii) the sale of more than fifty percent (50%) of the Interests, or any merger or consolidation in which (x) the Company is a constituent party or (y) a Subsidiary of the Company is a constituent party and the Company issues Interests pursuant to such merger or consolidation, in a bona fide arms-length transaction the result of which is that the Interest Holders immediately prior to such transaction are after giving effect to such transaction no longer, in the aggregate, the "beneficial owners" (as such term is defined in Rule 13d-3 and Rule 13d-5 promulgated under the Securities Exchange Act of 1934, as amended), directly or indirectly through one or more intermediaries, of more than fifty percent (50%) of the Interests; except, in case of (i) or (ii) above, where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned Subsidiary of the Company.

"Secretary of State" means the Secretary of State of Delaware.

"Sponsor Interests" means (i) the Voting Interests held by the Sponsor Member or its Affiliates originally acquired as of the date hereof, (ii) any Additional Interests directly or indirectly acquired by the Sponsor Member or any of its Affiliates and (iii) any Additional Interests issued directly or indirectly with respect to the foregoing securities by way of an Interest split, Interest dividend, or other division of securities, or in connection with a combination of securities, recapitalization, merger, consolidation or other reorganization.

"Sponsor Member" means Chicago Pacific Founders Fund II, L.P. and ATRIO Splitter Fund, L.P.

"Subscription Agreement" means any agreement pursuant to which Interests are issued to any Person, as amended from time to time, including the Contribution Agreement (as defined in the Purchase Agreement).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, 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 that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority

ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association, or other business entity gains or losses or shall be or control any manager, managing director or general partner of such limited liability company, partnership, association or other business entity. Unless otherwise indicated, "Subsidiary" refers to a Subsidiary of the Company.

"Transfer" means any direct or indirect sale, disposition, assignment, pledge, hypothecation, encumbrance or other transfer of any Interest or any interest therein.

"Unpaid Class D Preferred Return" means, with respect to any Non-Voting Class D Preferred Interest, as of any date, an amount equal to the excess, if any, of (i) the aggregate Non-Voting Class D Preferred Return accrued on such Non-Voting Class D Preferred Interest for all periods (or portions thereof) prior to such date over (ii) the aggregate amount of prior Distributions made by the Company with respect to such Interest pursuant to Section 4.2(a).

"Unreturned Class A Capital" means, with respect to any Voting Class A Interest, as of any date, an amount equal to the excess, if any, of (i) the aggregate amount of Capital Contributions made (or deemed to have been made) with respect to such Interest, over (ii) the aggregate amount of prior Distributions made by the Company with respect to such Interest pursuant to Section 4.2(c).

"Unreturned Class B Capital" means, with respect to any Voting Class B Interest, as of any date, an amount equal to the excess, if any, of (i) the aggregate amount of Capital Contributions made (or deemed to have been made) with respect to such Interest, over (ii) the aggregate amount of prior Distributions made by the Company with respect to such Interest pursuant to Section 4.2(d).

"Unreturned Class D Preferred Capital" means, with respect to any Non-Voting Class D Preferred Interest, as of any date, an amount equal to the excess, if any, of (i) the aggregate amount of Capital Contributions made (or deemed to have been made) with respect to such Interest, over (ii) the aggregate amount of prior Distributions made by the Company with respect to such Interest pursuant to Section 4.2(b).

"Voting Class A Interests" means Interests in the Company having those rights and subject to those obligations set forth in this Agreement.

"Voting Class B Interests" means Interests in the Company having those rights and subject to those obligations set forth in this Agreement.

"Voting Interests" means the Voting Class A Interests and Voting Class B Interests.

"Voting Member" means a Member of the Company owning one or more Voting Interest.

ARTICLE 2
ORGANIZATIONAL MATTERS

Section 2.1 Organization. The Company was organized as a limited liability company pursuant to the Act and the Certificate has been executed and filed for record with the Secretary of State.

Section 2.2 Name of the Company. The name of the Company shall be "Atrio Holding Company, LLC." The Company may do business under that name and under any other name or names which the Operating Board selects subject to Section 18-102 of the Act.

Section 2.3 Purpose; Authority. The purpose of the Company is to engage in any and all lawful acts and activities for which a limited liability company may be organized under the Act. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the fullest extent permitted by the Act, control.

Section 2.4 Contract. This Agreement is a contract among the Members and the Company, and is enforceable by the Company or by any Member against the Company or any Member who violates its terms. All Members, past, present and future must agree to be bound by the terms of this Agreement in order to be admitted as a Member of the Company.

Section 2.5 Registered Office. The registered agent of the Company in the State of Delaware shall be the Corporation Trust Company and the registered office of the Company shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 or at any other place within the State of Delaware which the Operating Board selects.

ARTICLE 3
CAPITAL AND CONTRIBUTIONS

Section 3.1 Capital Contributions. Each Member or, as applicable, its direct or indirect transferor has contributed to the Company cash or property in the amounts set forth opposite his, her or its name in the applicable column entitled "Capital Contribution" on Schedule A hereto. No Member shall be required to make any additional capital contributions to the Company with respect to such Member's Interests. Each member of the Atrio Seller Group has contributed on the date hereof all of the Contributed Shares (as defined in and as contemplated by the Purchase Agreement) owned by such member of the Atrio Seller Group in exchange for its Voting Class B Interests issued on the date hereof as set forth opposite such Person's name on Schedule A.

Section 3.2 Additional Interests. If at any time the Operating Board deems it to be in the best interest of the Company to raise additional capital to properly carry out the Company's business and operations, the Operating Board, in its sole discretion, shall have the right to raise additional equity capital for infusion into the Company by causing the Company to issue Additional Interests to one or more Persons, and, if such Persons are not Members at the time of such issuance, to admit the Persons investing such capital as additional Members. Such Additional Interests shall be created and/or issued with such rights, powers and preferences as the Operating Board shall determine, in which event the Operating Board shall have the power to amend this Agreement and/or Schedule A to reflect such additional issuances and dilution (with all Members being diluted in an equal manner with respect to such issuance, subject to Section 3.7 and any other differences in rights and preferences of different classes, groups and series of Interests) and to make any such other amendments as it deems necessary or desirable to reflect such additional issuances (including, without limitation, amending and/or restating the Agreement to create and authorize a new class, group or series of Interests and to add the terms of such new class, group or series of Interests), in each case, without the approval or consent of any other Person.

Section 3.3 Return of Capital. Except as provided for in this Agreement, Interest Holders shall not be paid interest on their capital contributions to the Company. No Interest Holder shall be entitled to a return of any capital contributions made by such Interest Holder or its direct or indirect transferor, as the case may be, for its Interests, except as provided for in this Agreement and, in any event, only to the extent that cash or other property of the Company is available therefor.

Section 3.4 Loans. If the Operating Board so elects, any Interest Holder may, at any time, make or cause a loan to be made to any Atrio Company, or guarantee any loan to be made to any Atrio Company, in any amount and on those terms upon which the Operating Board and such Interest Holder agree.

Section 3.5 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall have any personal liability whatsoever in such Member's capacity as such whether to the Company, to any of the other Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

Section 3.6 No Right of Partition. No Interest Holder shall have the right to seek or obtain partition by court decree or operation of law of any property of any Atrio Company, or the right to own or use particular or individual assets of any Atrio Company.

Section 3.7 Preemptive Rights.

(a) If at any time, or from time to time, the Company proposes to issue or sell any Additional Interests, the Company shall first notify each holder of Voting Interests (collectively, the "Eligible Members") in writing of such issuance or sale at least fifteen (15) days prior to the anticipated date of such issuance or sale (a "Preemptive Rights Notice"), which notice shall contain a reasonably detailed description of the terms of the issuance or sale, including the number and type or class of Additional Interests offered, the purchase price (or the basis for determining the purchase price) and manner of payment. In order to exercise its right to participate in such issuance or sale, within twenty (20) days after receipt of a Preemptive Rights Notice, an Eligible Member must notify the Company in writing (a "Participation Notice") that such Eligible Member will purchase Additional Interests on the terms set forth in the Preemptive Rights Notice (such an Eligible Member, a "Participating Member"). Under this Section 3.7, each Participating Member will be entitled to purchase a number of Additional Interests up to (x) the aggregate number of Additional Interests proposed to be issued or sold by the Company in such issuance or sale, multiplied by (y) a fraction, the numerator of which is the aggregate number of Voting Interests owned by such Participating Member and the denominator of which is the aggregate number of Voting Interests outstanding immediately prior to such issuance or sale. In the event that the Company is issuing or selling more than one type or class of security in connection with such issuance or sale, each Participating Member shall be required to purchase such Participating Member's ratable portion (as determined above) of all such types and classes of securities. Notwithstanding anything to the contrary contained herein, any Eligible Member who is not an "accredited investor" as defined in Regulation D promulgated under the Securities Act, as amended (the "Securities Act"), at the time of any such issuance or sale of Additional Interests shall have no rights under this Section 3.7 with respect to such issuance or sale. An Eligible Member may apportion its rights under this Section 3.7 in such proportions as it deems appropriate among itself and its Affiliates or Family Group, as applicable; provided that any such Affiliate or member of a Family Group, as applicable, agrees to enter into this Agreement as a "Member" hereunder.

(b) If an Eligible Member has not delivered a Participation Notice within the time period specified in Section 3.7(a), this Section 3.7 will not apply with respect to such Eligible Member with respect to any issuance or sale of Additional Interests described in the Preemptive Rights Notice completed prior to or within the ninety (90) day period after the date of the Preemptive Rights Notice at a price not less than and on terms and conditions not materially more favorable to the purchaser than those contained in the Preemptive Rights Notice. If the Company does not complete the sale of the Additional Interests within such ninety (90) day period, the rights provided in Section 3.7(a) will be

revived, and such Additional Interests shall not be offered unless first offered to the Eligible Members in accordance with Section 3.7(a). With respect to such non-participating Eligible Members, the Additional Interests allocated to them will be reallocated to the Participating Members pro rata based on the Additional Interests to be acquired by such Participating Members (if they elect to participate in such additional allocation).

(c) Any Participation Notice given by a Participating Member pursuant to this Section 3.7, when taken together with any Preemptive Rights Notice given by the Company, will constitute a binding legal agreement on the terms and conditions therein set forth, subject to the satisfaction of any contingencies described in the Preemptive Rights Notice.

(d) Notwithstanding anything herein to the contrary, the preemptive rights granted in this Section 3.7 shall not apply to any of the following: (i) issuances or sales of Interests set forth on Schedule A as of the date hereof; (ii) issuances or sales of Additional Interests occurring in connection with a public offering of securities; (iii) issuances or sales of Additional Interests upon exercise, exchange or conversion of any debt or securities (including with respect to any modification, amendment, accommodation or forbearance provided in connection therewith) or issued in accordance with this Section 3.7 or pursuant to an exception set forth in this Section 3.7(d), so long as such exercise or conversion is pursuant to the original terms of such securities; (iv) issuances or sales of Additional Interests to employees, officers, directors, and managers of the Atrio Companies pursuant to equity purchase or equity option plans or other arrangements that are intended to serve as compensation or as an incentive for services approved by the Operating Board; (v) issuances or sales of Additional Interests to any Person other than a Sponsor Member or Related Fund in connection with a merger, consolidation, acquisition or similar business combination or joint venture or in connection with non-capital raising or for non-cash consideration, such as issuances to vendors or strategic marketing partners or in joint ventures, provided that such issuances or sales are approved by the Operating Board; (vi) issuances or sales of Additional Interests to any Person other than a Sponsor Member or Related Fund pursuant to any debt, equipment leasing or other type of financing arrangement (including with respect to any modification, amendment, accommodation or forbearance provided in connection therewith), including debt financing from a lender to any Atrio Company, in each case, approved by the Operating Board; or (vii) issuances or sales of Additional Interests issued pursuant to any equitable Interest split or Interest dividend, in each case, approved by the Operating Board.

(e) Notwithstanding anything herein to the contrary, the Company may comply with the provisions of this Section 3.7 by first selling to the holders of the Sponsor Interests (or their Affiliates) all of the Additional Interests contemplated to be sold by the Company if each such Person agrees to promptly (and in no event more than 15 days) thereafter offer to sell (and sell if such applicable Eligible Member accepts) to the applicable Eligible Members the number of such Additional Securities such Person is entitled to purchase pursuant to this Section 3.7.

ARTICLE 4
DISTRIBUTIONS

Section 4.1 Distributions Generally. The Operating Board shall have the right in its reasonable discretion to determine whether, when and to what extent, distributions shall be made by the Company to the Interest Holders.

Section 4.2 Order of Distributions. When and to the extent the Operating Board determines in its reasonable discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the

best interests of the Company to make a distribution, then such distribution shall be made to the Interest Holders, as follows:

(a) first, to the holders of Non-Voting Class D Preferred Interests (ratably among such holders based upon the aggregate Unpaid Class D Preferred Return with respect to all outstanding Non-Voting Class D Preferred Interests held by each such holder immediately prior to such Distribution) until the aggregate Unpaid Class D Preferred Return with respect to each such holder's Non-Voting Class D Preferred Interests has been reduced to zero;

(b) second, to the holders of Non-Voting Class D Preferred Interests (ratably among such holders based upon the aggregate Unreturned Class D Preferred Capital with respect to all Non-Voting Class D Preferred Interests held by each such holder immediately prior to such Distribution) until the aggregate Unreturned Class D Preferred Capital with respect to each such holder's Non-Voting Class D Preferred Interests has been reduced to zero;

(c) third, to the holders of Voting Class A Interests (ratably among such holders based upon the aggregate Unreturned Class A Capital with respect to all Voting Class A Interests held by each such holder immediately prior to such Distribution) until the aggregate Unreturned Class A Capital with respect to each such holder's Voting Class A Interests has been reduced to zero;

(d) fourth, to the holders of Voting Class B Interests (ratably among such holders based upon the aggregate Unreturned Class B Capital with respect to all Voting Class B Interests held by each such holder immediately prior to such Distribution) until the aggregate Unreturned Class B Capital with respect to each such holder's Voting Class B Interests has been reduced to zero; and

(e) fifth, to the holders of Voting Class A Interests, Voting Class B Interests and Non-Voting Class C Interests, pro rata, with each Interest Holder entitled to receive the product of (i) the quotient (expressed as a percentage) of (A) the number of Voting Class A Interests, Voting Class B Interests and Non-Voting Class C Interests held by such Interest Holder over (B) the aggregate number of Voting Class A Interests, Voting Class B Interests and Non-Voting Class C Interests outstanding, in each case, as of the date the Operating Board approved such Distribution, and (ii) the aggregate amount of such Distribution.

For the avoidance of doubt, no payment of fees or reimbursement of expenses to any Related Fund or any of their respective Affiliates in accordance with the Management Agreement shall constitute or be deemed to be a distribution with respect to any Interests for purposes of this Section 4.2 or otherwise.

Section 4.3 In-Kind Distributions. At any time, and from time to time, in the reasonable discretion of the Operating Board, the Company may distribute to its Interest Holders securities or other property held by the Company. To the extent the Operating Board so determines to distribute such property, the property will be distributed among the Interest Holders in the same proportions as cash equal to the Fair Market Value of such property would be distributed among the Interest Holders pursuant to Section 4.2. The Operating Board may require as a condition of distribution of securities hereunder that the Interest Holders execute and deliver such documents as the Operating Board may deem necessary or appropriate to ensure compliance with all federal and state securities laws which apply to such distribution and any further transfer of the distributed securities, and may appropriately legend the certificates which represent such securities to reflect any restriction on transfer with respect to such laws.

Section 4.4 Withholding. The Company shall comply with any withholding requirements under the Code and any corresponding provisions of state or local law and shall remit any amounts withheld to, and file required forms with, the applicable jurisdictions. All amounts withheld from

Company revenues or distributions by or for the Company pursuant to the Code or any provision of any state or local law, and any taxes, fees or assessments levied upon the Company by any governmental entity by reference to the identity or status of any Interest Holder, shall be treated for all purposes under this Agreement as having been distributed to those Interest Holders who received tax credits with respect to the withheld amounts, or whose identity or status caused the withholding obligations, taxes, fees or assessments to be incurred and such Interest Holders shall indemnify the Company with respect to any such amounts, taxes, fees or assessments to the extent that they exceed the amounts that would otherwise be distributable to any such Interest Holders.

Section 4.5 Tax Distributions.

(a) The Company shall use commercially reasonable efforts to distribute to the Interest Holders with respect to each taxable year of the Company an amount (the "Tax Distributions") equal to the product of (i) the Applicable Tax Rate and (ii) the amount, if any, by which (A) the amount of taxable income (as computed for federal income tax purposes) allocated to the Interest Holders for such taxable year, exceeds (B) the cumulative excess of taxable loss over taxable income (as computed for federal income tax purposes) allocated to the Interest Holders for all prior taxable years of the Company, with such Tax Distributions to be made to the Interest Holders in the same proportions that taxable income (as determined hereunder) was allocated to the Interest Holders during such taxable year and ignoring for purposes of determining such taxable income and taxable loss any special allocations pursuant to Section 704(c) of the Code. No Tax Distributions shall be made for any taxable period (or portion thereof) following a Sale of the Company.

(b) All Tax Distributions shall be treated as having been distributed pursuant to Section 4.2(e) and shall reduce amounts otherwise distributable under Section 4.2(e) (determined as if this Section 4.5 was not part of this Agreement). This Section 4.5 is not intended to change the aggregate amount distributable with respect to any Interest pursuant to this Agreement as if this Section 4.5 was not part of this Agreement.

ARTICLE 5
ALLOCATIONS

The Interest Holders' respective distributive share of the Company's income, gain, loss, deduction, and credit (or items thereof) for purposes of Section 704 of the Code shall be determined in accordance with Section 704 of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE 6
MANAGEMENT, POWER, RIGHTS AND DUTIES

Section 6.1 Management.

(a) Operating Board. The business and affairs of the Company shall be managed by an operating board (the "Operating Board"). The authorized number of members of the Operating Board shall be initially established at seven (7), but (subject to Section 6.1(b)) may be changed by the Operating Board from time to time.

(b) Composition.

(i) At least five (5) members of the Operating Board shall be designated by the Sponsor Member, which members of the Operating Board shall initially be Mary Tolan, Ken Stoll, Vance Vanier, Sameer Mathur and Russ Noah (the "Sponsor Managers" and collectively with

the Seller Managers (as defined below), the "Managers"). Russ Noah shall be a "public board member" (such Sponsor Manager, the "Public Board Manager") in accordance with the Oregon Insurance Plan Regulation. The affirmative vote of Members holding a majority of the Sponsor Interests shall be required to (A) remove or replace any member of the Operating Board for any reason (other than the Seller Managers), with or without cause, (B) fill any vacancy on the Operating Board (other than the Seller Managers) or (C) increase or (subject to the rights of the Atrio Seller Group in Section 6.1(b)(ii)) decrease the authorized number of members of the Operating Board. Each Sponsor Manager shall have one (1) vote per person on any action to be voted on by the Operating Board, and any Sponsor Manager may vote on behalf of (and, for purposes of establishing a quorum, be deemed to hold the votes of) any other Sponsor Manager not otherwise participating at a meeting of the Operating Board.

(ii) Two (2) members of the Operating Board shall be designated by the Atrio Seller Group, which members of the Operating Board shall initially be Tayo Akins and Jan Baldwin (the "Seller Managers"). The affirmative vote of the members of the Atrio Seller Group holding a majority of the Interests held by the Atrio Seller Group in the aggregate shall be required to (A) remove or replace either Seller Manager for any reason, with or without cause or (B) fill any vacancy of either Seller Manager. At such time as (x) the Atrio Seller Group owns less than 20% of the aggregate outstanding Interests of the Company (as the same may be adjusted for any Interest split, Interest dividend, or other division of securities, or in connection with a combination of securities, recapitalization, merger, consolidation or other reorganization), the Atrio Seller Group shall only have the right to appoint one Seller Manager pursuant to this clause (ii), and any other Seller Managers then-serving on the Operating Board shall immediately resign or be removed by the Atrio Seller Group; and (y) the Atrio Seller Group owns less than 10% of the aggregate outstanding Interests of the Company (as the same may be adjusted for any Interest split, Interest dividend, or other division of securities, or in connection with a combination of securities, recapitalization, merger, consolidation or other reorganization), the Atrio Seller Group shall no longer have the right to appoint any Seller Managers pursuant to in this clause (ii) or otherwise. Subject to the foregoing, the Seller Managers shall have one (1) vote per person on any action to be voted on by the Operating Board.

(c) General Powers. Except for situations in which the approval of the Members, any specific Member or any specific class or group of Members is expressly required by the terms of this Agreement, (i) all management powers over the business and affairs of the Company shall be exclusively vested in the Operating Board, (ii) the Operating Board shall have full, exclusive, and complete discretion, power and authority to manage, control, administer and operate the business and affairs of the Company, and to make all decisions affecting such business and affairs, and (iii) the Operating Board shall have the power to bind or take any action on behalf of the Company, or to exercise in its sole discretion any rights and powers (including the rights and powers to take certain actions, give or withhold certain consents or approvals, or make certain determinations, opinions, judgments, or other decisions) granted to the Company under this Agreement, or any other agreement, instrument, or other document to which the Company is a party or by virtue of its holding the equity interests of any Subsidiary thereof, including, but not limited to, the power to:

(i) prepare or contract for the preparation of all requisite reports on behalf of the Company;

(ii) acquire by purchase, lease or otherwise, any real or personal property, tangible or intangible;

(iii) sell, dispose of, trade or exchange Company assets;

(iv) authorize agreements and contracts and give receipts, releases and discharges;

(v) borrow money for and on behalf of the Company;

(vi) purchase liability and other insurance to protect the Company's properties and business;

(vii) make any and all expenditures which the Operating Board, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, but not limited to, all legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

(viii) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company; and

(ix) direct or delegate any Person to take all actions and execute all documents or instruments as are necessary to carry out the intentions and purposes of the above duties and powers.

No single member of the Operating Board (acting in his or her capacity as such) shall have any authority to bind the Company with respect to any matter except pursuant to a resolution expressly authorizing such action, which resolution is duly adopted by the Operating Board by the affirmative vote required for such matter pursuant to this Agreement.

(d) Meetings of the Operating Board. Meetings of the Operating Board shall be held at the principal place of business of the Company or at any other place that the members of the Operating Board determine by vote. Meetings of the Operating Board may be called by the Chairman or at least two Managers on not less than 24 hours' notice to each Manager by telephone, facsimile, mail, e-mail, telegram or any other means of communication. At any meeting, any member of the Operating Board may participate by telephone or similar communication equipment, provided each member of the Operating Board can hear the others. Persons present by telephone or similar communication equipment shall be deemed to be present "in person" for purposes hereof. Meetings shall be held in accordance with a schedule established by the Operating Board or at any other time that the members of the Operating Board determine by vote but shall be held no less than four (4) times per calendar year beginning in the 2019 calendar year. Minutes of each meeting and a record of each decision may be kept by a designee of the Operating Board. The presence of a majority of the total authorized number of votes of the Operating Board shall constitute a quorum for the transaction of business.

(e) Approval of the Operating Board. Decisions of the Operating Board shall require the approval of at least a majority of the total number of votes authorized for the members of the Operating Board. Notwithstanding the foregoing, the fees payable pursuant to the Management Agreement shall not be increased without the approval of the Public Board Manager.

(f) Written Consent of the Operating Board. The Operating Board may make decisions and approve matters, without holding a meeting, by unanimous written consent of the total number of votes authorized for the members of the Operating Board.

(g) Officers. The Operating Board may at any time and from time to time appoint and remove (with or without cause) officers of the Company who shall have such titles and

authority and responsibility as the Operating Board may designate. Any number of offices may be held by the same person. Officers shall serve until their death, resignation or removal in accordance with the terms hereof and the Act.

(h) Limitation on Authority of Members and Interest Holders. No Member or other Interest Holder is an agent of the Company solely by virtue of being a Member or an other Interest Holder, and no Member or other Interest Holder has authority to act for the Company solely by virtue of being a Member or an other Interest Holder. Any Member or other Interest Holder who takes any action or binds the Company in violation of this Section 6.1 shall be solely responsible for any loss or expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

(i) Payment of Operating Board Members' Expenses. Individuals serving on the Operating Board shall not be entitled to any fees or other compensation with respect to such service; provided, however, that the Company shall reimburse all members of the Operating Board for any reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Operating Board and the Operating Board may, in its discretion, approve reasonable compensation for the benefit of the Public Board Manager, in a manner and amount consistent with customary practice in the State of Oregon.

(j) Further Assurances. If at any time the Operating Board shall consider or be advised that any acknowledgments, documents, certificates or further assurances or other similar actions are necessary or desirable to acknowledge, confirm, vest or perfect in and to the Operating Board any power or right granted to the Operating Board or otherwise to carry out the provisions of this Agreement in accordance with its terms, the Members and all other Interest Holders shall and will execute and deliver any and all such acknowledgments, documents, certificates or assurances to acknowledge, confirm, vest or perfect such power or right in the Operating Board, subject to the terms and conditions of this Agreement, and to otherwise carry out the provisions of this Agreement in accordance with its terms. In addition, with respect to each Atrio Company, the rights and obligations of the board of managers or board of directors (if any) of such entities (including, but not limited to, with respect to voting rights and board meetings) shall apply in the same manner as the procedures set forth in this Section 6.1 and the Members, the members of the Operating Board and all other Interest Holders shall and will execute and deliver any and all such acknowledgments, documents, certificates or assurances to acknowledge, confirm, vest or perfect such power or right in such board of directors or board of managers (if any) consistent with the rights and obligations hereunder.

(k) Attendance at Operating Board Meetings. The Company may exclude any Seller Manager from all or any portion of any meeting of the Operating Board and, except as provided herein, to withhold any materials or information disseminated in relation thereto, if the Company, acting through the Sponsor Member and in good faith, reasonably believes that it would be necessary to protect the Company's attorney-client or work product doctrine legal privileges in connection with any contemplated investigation, action, claim or proceeding under the Purchase Agreement or employment of a Seller Manager with an Atrio Company, and only after notice of such meeting, or notice at such meeting, as applicable, referring to the Company's right under this Section 6.1(k), has been communicated to the Seller Managers.

Section 6.2 Meetings of and Voting by Members.

(a) Except as set forth in Section 10.4, the holders of Non-Voting Interests shall not have any voting rights with respect to their Non-Voting Interests or the Company and all voting rights shall be vested solely in the holders of Voting Interests.

(b) A meeting of the Members may be called at any time by the Operating Board or by Members holding a majority of the Voting Interests. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Operating Board. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding a majority of the outstanding Voting Interests shall constitute a quorum for the transaction of business. A Voting Member may vote either in person or by written proxy signed by such Voting Member or by his, her or its duly authorized attorney in fact. At any meeting, any Voting Member may participate by telephone or similar communication equipment, provided each Voting Member can hear the others. Persons present by telephone shall be deemed to present "in person" for purposes hereof.

(c) Notice stating the place, day and hour of each meeting of Members, if any, and the purpose or purposes for which such meeting, if any, is called shall be delivered to each Member entitled to vote at such meeting, if any, in accordance with Section 10.1, not less than twenty-four (24) hours before the date of such meeting.

(d) Except as otherwise provided in this Agreement, the affirmative vote of the Voting Members holding a majority of the outstanding Voting Interests shall be required to approve any matter coming before the Members.

(e) In lieu of holding a meeting, the Voting Members may vote or otherwise take action by written consent signed by Voting Members holding a majority of the outstanding Voting Interests. Prompt notice of the taking of the action without a meeting by less than unanimous consent of the Voting Members shall be given to those Voting Members who have not consented in writing.

(f) Whenever the Act requires the approval of the holders of more than a majority of the Voting Interests to approve or take any action, the consent of the Members holding a majority of the outstanding Voting Interests, rather than the approval of the holders of a supermajority of the outstanding Voting Interests, shall constitute the approval of the Members.

Section 6.3 Personal Services; Compensation. No Member shall be required to perform services for the Company solely by virtue of being a Member. Except as provided herein, or, subject to the other terms and conditions of this Agreement as approved by the Operating Board in accordance with Section 6.1, no Member shall, in its capacity as a Member, perform services for the Company or be entitled to compensation for services performed for the Company.

Section 6.4 Other Business Interests; Affiliate Transactions.

(a) Notwithstanding anything to the contrary in Section 6.5, the Interest Holders expressly acknowledge and agree that (i) the Related Funds and their respective Affiliates, employees, officers, directors, managers and equity holders (collectively, the "Excluded Parties") are permitted to, and may presently or in the future directly or indirectly conduct any business, investment or activities whatsoever (including one that may be competitive with or complementary to the businesses of the Atrio Companies) through entities other than the Atrio Companies, (ii) the Excluded Parties have and may develop strategic relationships with businesses that are or may be competitive with or complementary to the Atrio Companies, (iii) none of the Excluded Parties will be prohibited by virtue of any direct or indirect investment in the Atrio Companies from pursuing or engaging in any such business, investment or activity, (iv) no Excluded Party shall have the obligation to inform the Atrio Companies or any Interest Holder of, or present to the Atrio Companies or any Interest Holder, any business or investment opportunity, whether or not such opportunity is within the scope of the business of the Atrio Companies or any anticipated or potential extension or expansion thereof, (v) no Excluded Party shall be accountable to any Atrio Company or to any other Interest Holder with respect to any other business,

investment or activity, (vi) none of the Atrio Companies nor any Interest Holder shall have any right in or to such other business interests, investments or activities or the income or proceeds derived therefrom and (vii) the involvement of any Excluded Party in any such other business interests, investments or activities will not constitute a conflict of interest by such Persons with respect to any Atrio Company or any direct or indirect equity owner thereof. Each Interest Holder waives any rights he, she or it might otherwise have to share or participate in the business interests, investments or activities of Excluded Parties.

(b) Notwithstanding anything to the contrary in Section 6.5, each Management Member shall present, and shall cause its Related Employee to present, all business or investment opportunities to the Atrio Companies of which any of the foregoing become aware which are, or may be, within the scope of the business or investment objectives of the Atrio Companies or any anticipated or potential extension or expansion thereof, or are otherwise competitive with or complementary to the Atrio Companies, and no Management Member or Related Employee of a Management Member shall pursue any such opportunity without the prior written consent of the Company.

(c) Each Interest Holder acknowledges and agrees that the conduct of the Atrio Companies' business may involve business dealings and undertakings with Interest Holders and their Affiliates, in each case, as may be approved or ratified by the Operating Board.

(d) Each Interest Holder acknowledges and agrees that, in accordance with that certain Professional Services Agreement, dated as of the date hereof, and that certain Management Services Agreement dated as of the date hereof (as amended from time to time, collectively the "Management Agreement"), Chicago Pacific Capital, L.P. or one of its Affiliates shall perform certain services and be entitled to receive from the Company or its Affiliates such consideration therefor as set forth therein.

Section 6.5 Liability and Indemnification.

(a) To the extent that, at law or in equity, a Member, Manager or other Interest Holder, in each case, in their capacity as such, has any non-waivable duty (including any fiduciary duty) to the Company, a Member, other Interest Holder, Manager or any other Person that is party to or otherwise bound by this Agreement, all such duties are hereby eliminated, and each of the Company, the Members, Managers, other Interest Holders and such other Persons hereby waives such duties (including any fiduciary duties), to the fullest extent permitted by the Act and all other applicable law. To the fullest extent permitted by law, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members, Managers, other Interest Holders and such other Persons for debts, obligations and/or liabilities of the Company.

(b) The Company shall indemnify and hold harmless any Person to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all claims, actions, liabilities, losses, damages, costs, penalties or expenses (including reasonable attorneys' fees) incurred or suffered by such Person as a result of or arising out of any act or omission by such Person in their capacity as a Member, other Interest Holder, a member of the Operating Board or officer of the Company (in each case, a "Covered Person"); provided that no such Person shall be indemnified (a) with respect to proceedings, claims or actions (i) initiated or brought voluntarily by or on behalf of such Person and not by way of defense or (ii) brought against such Person in response to a proceeding, claim or action

initiated or brought voluntarily by or on behalf of such Person against any Atrio Company, (b) for any amounts paid in settlement of an action effected without the prior written consent of the Company to such settlement or (c) to the extent such claims, actions, liabilities, losses, damages, costs, penalties or expenses arise from such Person's gross negligence, willful misconduct, bad faith, fraud or criminal conduct or breach of this Agreement or for any transaction from which the Covered Person derived an improper personal benefit. To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time (within thirty (30) days following receipt of an invoice therefor), be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of a written affirmation by such Covered Person of his or her good faith belief that he or she has met the standard of conduct necessary for and is entitled to indemnification under this Section 6.5 and an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 6.5.

(c) The Company may indemnify and advance expenses to an employee or agent of the Manager, Company, or a Member to the same extent and subject to the same conditions under which it is obligated to indemnify and advance expenses to an Indemnified Person under Section 6.5(b).

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any member of the Operating Board, officer or other Person as to matters the Covered Person reasonably believes are within the professional or expert competence of such member of the Operating Board, officer or other Person and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 6.6 Power of Attorney.

(a) Grant of Power. Each Interest Holder constitutes and appoints the Company as the Interest Holder's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Interest Holder's name, place and stead, to make, execute, acknowledge and file:

(i) the Certificate;

(ii) all documents (including amendments to the Certificate) which the Attorney-in-Fact deems appropriate to reflect any amendment, change or modification of this Agreement pursuant to Section 10.4;

(iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Delaware or of any other state or jurisdiction, including, but not limited to, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Delaware;

(iv) one or more applications to use an assumed name;

(v) all documents which may be required to dissolve and terminate the Company and to cancel the Certificate pursuant to ARTICLE 8; and

(vi) all agreements, documents, certificates or further assurances which may be required to implement the provisions of Sections 6.1(j), 7.5 or 7.6 in accordance with their respective terms.

(b) Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of an Interest Holder. It also shall survive the Transfer of an Interest, except that if the transferee is admitted as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Interest Holder shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Interest Holder hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

Section 6.7 Company Responsibility for Indemnification Obligations. Notwithstanding anything to the contrary in this Agreement, including Section 6.5, the Company and the Members hereby acknowledge that a Covered Person may have rights to indemnification, advancement of expenses, or insurance pursuant to charter documents or agreements with the employer of such Covered Person, Member, or a direct or indirect Affiliate of the Covered Person or Member (collectively, the "Last Resort Indemnitors"). On the other hand, a Covered Person may also have rights to indemnification, advancement of expenses, or insurance provided by a subsidiary of the Company or pursuant to agreements with third parties in which the Company or any subsidiary of the foregoing has an interest (collectively, the "First Resort Indemnitors"). Notwithstanding anything to the contrary in this Agreement, as to each Covered Person's rights to indemnification and advancement of expenses pursuant to this Article 6 the Company and the Members hereby agree that:

(a) the First Resort Indemnitors, if any, are the indemnitors of first resort (i.e., their indemnity obligations to such Covered Person are primary and any obligation of the Company to advance expenses or to provide indemnification for the Claims incurred by such Covered Person are secondary), and to the extent the First Resort Indemnitors are obligated to indemnify such Covered Person for the full amount of all Claims covered by this Article 6, the Covered Person shall first seek indemnification for such Claims from the First Resort Indemnitors, without regard to any rights the Covered Person may have against the Company or the Last Resort Indemnitors;

(b) the Company is the indemnitor of second resort (i.e., its indemnity, advancement of expense obligations and available insurance, to such Covered Person are secondary to the obligations of any First Resort Indemnitors, but precede any indemnity and advancement of expense obligations of any Last Resort Indemnitors), and the Company shall be liable for the full amount of all remaining Claims covered by this Article 6 after the application of Section 6.7(a), to the full extent of its obligations under the other subsections of this Article 6 and to the extent of the Company's assets legally available to satisfy such obligations, without regard to any rights such Covered Person may have against the Last Resort Indemnitors; and

(c) the Last Resort Indemnitors, if any, are the indemnitors of last resort and shall be obligated to indemnify such Covered Person for any remaining Claims covered by this Article 6 only after the application of Section 6.7(b).

The Company and the Members further agree that no advancement or payment by any Last Resort Indemnitors on behalf of a Covered Person with respect to any Claim covered by the other sections of this Article 6 shall affect the foregoing and such Last Resort Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of

recovery of such Covered Person against the Company. The Last Resort Indemnitors, if any, are express third party beneficiaries of the terms of this Section 6.7.

ARTICLE 7
TRANSFERS OF INTERESTS

Section 7.1 Restrictions on Transfer. No Interest Holder shall Transfer any Interest except in compliance with this Article 7. Except pursuant to: (i) Section 7.5 as a result of an Approved Sale, (ii) Section 7.6 as an Electing Member, (iii) the repurchase provisions set forth in a Subscription Agreement or Participant Interest Agreement or (iv) a Transfer to a Permitted Transferee of such Interest Holder, no Interest Holder shall Transfer any Interest (other than Sponsor Interests in compliance with the terms herein) without the prior written consent of Members holding a majority of the Sponsor Interests, which consent may be withheld in their sole discretion. Any Transfer of Interests, or attempted or purported Transfer of Interests, which does not comply with the requirements of this Agreement, shall be void *ab initio*. In addition, no Interest Holder shall avoid the provisions of this Agreement by (i) making one or more Transfers to a Permitted Transferee and such Permitted Transferee being thereafter transferred and no longer being a Permitted Transferee and (ii) allowing the equityholders of such Interest Holder (if an entity) to Transfer their equity interest in such Interest Holder without complying with the provisions of this Article 7 *mutatis mutandis*; provided that no Transfer by a stockholder, limited partner, equityholder, member or other investor in a Related Fund or any of its Affiliates to another Affiliate thereof in the ordinary course shall be prohibited or be deemed a Transfer hereunder. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement be deemed to restrict any transfer of shares in Cascade Comprehensive Care, Inc. ("CCC") to (1) CCC, (2) any Person that does not, directly or indirectly, compete with the business of the Company and its subsidiaries in the Restricted Territory (as defined in the Purchase Agreement), or (3) any physicians, trusts for the benefit of any physicians or family members of physicians, employees of CCC, employees of any affiliates of CCC, trusts for the benefit of any employees or family members of employees. Without limiting the generality of the foregoing, in no event shall any such transfer described in the immediately preceding sentence be deemed to be a "Transfer" of any Interest. For the avoidance of doubt, directly or indirectly competing with the business of the Company and its subsidiaries in the Restricted Territory shall not include (A) owning a passive interest of, in the aggregate, less than two percent (2%) of any class of stock listed on a national securities exchange or traded in the over-the-counter market; (B) engaging directly or indirectly in the provision of medical services, including without limitation, medical services to Medicare Advantage customers insured by competitors of the Business, and receiving any discount, revenue, or other compensation or economic benefit in connection with any business that engages in the Business or any portion thereof; or (C) contracting with Medicare Advantage plans that are competitors of the Business to provide or arrange for the delivery of medical services to enrollees of such plans.

Section 7.2 Acceptance of Transfer. No Transfer of Interests shall be deemed effective unless and until the transferee and, in the case of a Permitted Transferee that is an entity, each Person with an equity or other interest in such Permitted Transferee, shall (a) execute and deliver to the Company a written instrument, in a form reasonably satisfactory to the Company, agreeing to be bound by all of the terms and provisions of this Agreement and all amendments and supplements hereto, including agreeing to be bound by the provisions of Sections 7.5 through 7.7 and (b) unless waived by the Operating Board, deliver to the Company an opinion of counsel (reasonably acceptable in form and substance to the Company) that neither registration nor qualification under the Securities Act, or applicable state securities laws, is required in connection with such Transfer. No transferee shall be admitted as a Member without the approval of the Operating Board, it being agreed that the Operating Board has the right, in its sole discretion, to withhold approval of any transferee as a Member; provided that the Operating Board shall not unreasonably withhold, condition or delay its approval of the admission of any Permitted Transferee as a Member of the Company. A transferee of an Interest in the Company permitted under the provisions

of this Article 7 who is not admitted as a Member, or who is not a Member prior to the Transfer, shall become an Interest Holder but shall not become a Member. Any Person who acquires in any manner whatsoever any Interests or other interest in the Company, irrespective of whether such Person has agreed in writing to be bound by all of the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement as an Interest Holder but not as a Member (unless such transferee is admitted as a Member in accordance with the terms hereof).

Section 7.3 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the withdrawn Interest Holder shall thereupon become an Interest Holder but shall not become a Member.

Section 7.4 Certification of Interests. Interests shall not be certificated or otherwise represented in a document or instrument other than this Agreement, Schedule A hereto and any Participant Interest Agreements.

Section 7.5 Approved Sale; Drag Along Obligations.

(a) Subject to compliance with the provisions of this Section 7.5, if the Members holding a majority of the Sponsor Interests (the party so approving, the "Approving Party") approve a Sale of the Company and elect in writing to have such transaction governed by this Section 7.5 (as so approved, an "Approved Sale"), then each Interest Holder shall vote for, consent to (including after the fact and following any prior approval by Members holding a majority of the Sponsor Interests) and raise no objections against such Approved Sale. If the Approved Sale is structured as a (x) merger or consolidation, each Interest Holder shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation or (y) sale of Interests, each Interest Holder shall agree to sell a proportionate amount of his, her or its Interests and rights to acquire Interests on the same terms and conditions as the Approving Party, subject to the following provisions of this Section 7.5. Subject to the terms of this Section 7.5, each Interest Holder shall take all actions in connection with the consummation of the Approved Sale as may be reasonably requested by the Approving Party, including, but not limited to, becoming party to a purchase and sale agreement or merger agreement related to the Approved Sale providing for the following: (i) representations and warranties; (ii) indemnification obligations; (iii) earn-outs, working capital, cash, debt and similar adjustments to purchase price; (iv) escrows, holdbacks and similar arrangements to support indemnification obligations and adjustments to purchase price, in each of the cases of clauses (ii), (iii) and (iv) on a pro rata basis (determined based on his, her or its share of the final dollar amount of the proceeds allocated among the Interest Holders in such Approved Sale) other than any such obligations that relate specifically to a particular Interest Holder, such as indemnification with respect to representations and warranties given by an Interest Holder regarding such Interest Holder's title to Interests or such Interest Holder's authority, which shall be the sole responsibility of such Interest Holder; (v) reasonable and customary non-compete, non-solicitation, non-hire, non-disparagement and confidentiality obligations; (vi) general release of claims against the Company and its Subsidiaries (subject to reasonable and customary exceptions such as rights to compensation, indemnification and professional liability insurance coverage); and (vii) the appointment of a Related Fund or its designee as a seller representative, with customary authority to act on behalf of all Interest Holders, including (A) disputing or refraining from disputing, on behalf of each of the Interest Holders any amounts to be received by the Interest Holders, or any claim made by the counterparty to such transaction agreement, (B) negotiating and compromising, on behalf of each of the Interest Holders, any dispute that may arise under, and exercise or refrain from exercising any remedies available under, such transaction agreement, (C) executing, on behalf of each of the Interest Holders, any settlement agreement, release or other document with respect to such dispute or remedy (so long as any such settlement or release by any of the Interest Holders includes a release of all Interest Holders), and (D) determining the

amount of, and holding, such reserves (to satisfy known or potential post-closing purchase price adjustments, indemnification claims, defense costs or any fees, costs and expenses incurred in connection with the Approved Sale or by the seller representative in performing its obligations under the transaction agreement) as the Sponsor Member or such designee reasonably and in good faith deems appropriate; and (viii) a contribution agreement with respect to obligations under the purchase and sale agreement or merger agreement on a pro rata basis (determined based on his, her or its share of the final dollar amount of the proceeds allocated among the Interest Holders in such Approved Sale) other than any such obligations that relate specifically to a particular Interest Holder which shall be the sole responsibility of such Interest Holder. Each Interest Holder Transferring Interests pursuant to this Section 7.5 shall pay its pro rata share (determined based on his, her or its share of the final dollar amount of the proceeds allocated among the Interest Holders in such Approved Sale) of the reasonable expenses incurred by the Interest Holders in connection with such Sale of the Company if such expenses were expressly approved in writing by the Approving Party. Notwithstanding anything to the contrary, in connection with an Approved Sale, (i) no Interest Holder will be required to make affirmative representations or warranties except as to such Interest Holder's due organization, if applicable, due power and authority, non-contravention, absence of litigation and ownership of Interests, free and clear of all liens, and (ii) the Interest Holders may be severally (but not jointly) obligated to join on a pro rata basis (based on the amount by which each holder's share of the aggregate proceeds paid with respect to its Interests would have been reduced had the aggregate proceeds available for distribution to such Interest Holders been reduced by the amount of such indemnity) in any indemnification obligation agreed to by the Approving Party in connection with such Approved Sale, except that each Interest Holder may be fully liable for obligations that relate specifically to such Interest Holder, such as indemnification with respect to representations and warranties given by such Interest Holder regarding such Interest Holder's title to and ownership of Interests; provided that no holder shall be obligated in connection with such Approved Sale to agree to indemnify or hold harmless the acquiror with respect to an amount in excess of the consideration to which such holder is entitled in such Approved Sale, or to make indemnity payments in excess of the proceeds paid to such holder in connection with such Approved Sale; provided, further, that any escrow of proceeds of any such transaction shall be withheld on a pro rata basis among all Interest Holders (based on the amount by which each such holder's share of the aggregate proceeds otherwise payable with respect to its Interests would have been reduced had the aggregate proceeds available for distribution to such Interest Holders been reduced by the amount placed in escrow).

(b) The obligations of the Interest Holders under this Section 7.5 with respect to an Approved Sale are subject to the satisfaction of the condition that the consideration to be paid by the acquiror with respect to each Interest shall be allocated among each Interest as though the aggregate amount of all such consideration was distributed from the Company in accordance with Section 4.2; provided it is acknowledged and agreed that certain Management Members may receive securities or other rights from the purchaser in connection with such Approved Sale that are different than those allocated to the other Members, as set forth in Section 7.5(c). Each Interest Holder shall take all actions in connection with the distribution of the aggregate consideration from any transaction described in clause (iii) of the definition of a Sale of the Company (whether by sale, merger, recapitalization, reorganization, consolidation, combination or otherwise) as may be requested by the Approving Party to effect such allocation.

(c) All Management Members shall be required, in connection with an Approved Sale and as approved by the Approving Party: (i) to enter into confidentiality, non-disparagement, non-competition, non-solicitation and non-hire covenants and (ii) (A) upon the consummation of the Approved Sale, receive in exchange for up to 40% of the Interests held by such Management Member, securities of the acquiring company or one of its Affiliates which are on terms equitably converted or exchanged and/or (B) contribute up to 40% of any after-tax proceeds received in

connection with such Approved Sale, in exchange for shares of securities issued by the acquiring company or one of its Affiliates.

(d) If the Sale of the Company involves the receipt of equity securities by the Interest Holders, and Rule 506 (or any similar rule then in effect) promulgated by the Securities and Exchange Commission may be available with respect to such Sale of the Company, each Interest Holder who is not an "accredited investor" as such term is defined in Regulation D promulgated under the Securities Act shall, at the request of the Approving Party, appoint a "purchaser representative" (as such term is defined in Rule 501 promulgated under the Securities Act) designated by the Approving Party. If any Interest Holder so appoints a purchaser representative, the Company shall pay the fees of such purchaser representative. However, if any Interest Holder declines to appoint the purchaser representative designated by the Company, such holder shall appoint another purchaser representative (reasonably acceptable to the Approving Party), and such holder shall be responsible for the fees of the purchaser representative so appointed.

(e) The holders of a majority of the Sponsor Interests are hereby granted the sole right to approve or consent to a merger or consolidation of the Company without any other approval or consent of the Members or Interest Holders or any class or group thereof. In no manner shall this Section 7.5 be construed to grant to any Member or Interest Holder any dissenters rights or appraisal rights (it being understood that the Members and Interest Holders hereby expressly waive all rights under Section 18-210 of the Act) or give any Member or Interest Holder (other than the holders of Sponsor Interests in accordance with the preceding sentence) any right to vote in any transaction structured as a merger or consolidation which complies with the provisions of this Section 7.5.

(f) The Approving Party may amend the terms of, or terminate, any Approved Sale at any time prior to its consummation at the sole discretion of the Approving Party and the Approving Party shall have no obligation or liability to any Interest Holder in connection with any such amendment (so long as the terms of such amendment comply with the provisions of this Section 7.5) or termination. The Approving Party shall have no obligation or liability to any Interest Holder for any breaches by the proposed acquiror in an Approved Sale of its obligations.

Section 7.6 Tag-Along Rights.

(a) With the exception of Transfers to Permitted Transferees or in accordance with Section 7.5, at least fifteen (15) days prior to the anticipated closing date of any Transfer of more than 10% of the Sponsor Interests in any twelve (12) month period, each holder making such Transfer (the "Transferring Party") shall deliver a written notice (the "Transfer Notice") to the Company and each of the Members holding Voting Interests, specifying in reasonable detail the identity of the prospective Transferee(s), the number of Voting Interests to be Transferred and, to the extent known, the terms and conditions of the Transfer. The Members holding Voting Interests may elect to participate in the contemplated Transfer by delivering written notice to the Transferring Party within fifteen (15) days after delivery of the Transfer Notice (the Members so electing, the "Electing Members"). The Transferring Party and any Electing Members shall be entitled to sell in the contemplated Transfer, at the same price and on the same terms (including becoming party to a purchase and sale agreement related to the Transfer with such terms and conditions as the Transferring Party shall approve), a number of Voting Interests proposed to be Transferred equal to the product of (i) the quotient determined by dividing (A) the number of Voting Interests owned by such Person by (B) the aggregate number of Voting Interests owned by the Transferring Party and all Electing Members and (ii) the number of Voting Interests to be sold in the contemplated Transfer. Any Electing Member may elect to sell in any Transfer contemplated under this Section 7.6 a lesser number of Voting Interests than such Electing Member is entitled to sell hereunder, in which case the Transferring Party shall have the right to sell an additional number of Voting

Interests in such Transfer equal to the number that such Electing Member has elected not to sell. If any Member holding Voting Interests has not elected to participate in the contemplated Transfer (through notice to such effect or expiration of the 15-day period after delivery of the Transfer Notice), then the Transferring Party may Transfer the Voting Interests specified in the Transfer Notice (subject to the rights of any Electing Members) at a price not greater than and on terms not materially more favorable to the Transferring Party than specified in the Transfer Notice during the ninety (90) day period immediately following the date of the delivery of the Transfer Notice. Any Transferring Party's Interests not Transferred within such ninety (90) day period shall be subject to the provisions of this Section 7.6 upon subsequent Transfer.

(b) Each Transferring Party shall use commercially reasonable efforts to obtain the agreement of the prospective Transferee(s) to the participation of the Electing Members, and no Transferring Party shall Transfer any of its Voting Interests to any prospective Transferee if such prospective Transferee(s) declines to allow the participation of the Electing Members to the extent required by this Section 7.6 (unless the Transferring Parties acquire, pro rata, such Voting Interests of such Electing Members whose participation has been declined by the prospective Transferee(s) at a price not less than and on terms and conditions not materially less favorable to such Electing Members than those contained in the Transfer Notice). Each Member Transferring Voting Interests pursuant to this Section 7.6 shall pay its pro rata share (determined based on his, her or its share of the final dollar of the proceeds allocated among the Transferring Party and the Electing Members in such Transfer) of the reasonable expenses incurred by the Transferring Party in connection with such Transfer.

Section 7.7 Failure to Comply. If a Person fails, for any reason, to comply with the provisions of Sections 7.5 or 7.6, as applicable, the Company may, at its sole option, in addition to all other remedies it may have, terminate or Transfer all of the applicable Person's rights in and to the applicable Interests and amend this Agreement, including Schedule A, to reflect such termination or Transfer, in which event, the applicable Interest Holder shall, upon delivery of such documentation as the Operating Board may reasonably require, be entitled only to receive the consideration required pursuant to Sections 7.5 or 7.6, as applicable.

Section 7.8 Piggyback Registration. If at any time the Company proposes to register (other than pursuant to Form S-8 or any similar or successor form) any Sponsor Interests (or any security acquired in exchange for the Sponsor Interests) under Section 5 of the Securities Act, each Member holding Voting Interests shall be entitled to customary pro-rata "piggy-back" registration rights. The expenses of registration shall be paid by the Company.

ARTICLE 8
DISSOLUTION OF THE COMPANY

Section 8.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) upon the election of the Members holding a majority of the Sponsor Interests; or

(b) a judicial dissolution of the Company pursuant to Section 18-802 of the Act.

No other event, including the retirement, withdrawal, insolvency, liquidation, dissolution, insanity, resignation, expulsion, bankruptcy, death, incapacity or adjudication of incompetency of an Interest Holder shall cause the dissolution of the Company.

Section 8.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Operating Board shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.2.

Section 8.3 Filing of Certificate of Cancellation. If the Company is dissolved, the Operating Board shall promptly file a Certificate of Cancellation with the Secretary of State.

ARTICLE 9
BOOKS AND RECORDS

Section 9.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Operating Board shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the individuals who will have authority with respect to the accounts and the funds therein.

Section 9.2 Books and Records. The Company shall keep or cause to be kept such books and records as are required by the Act. No Interest Holder shall have any rights under Section 18-305 of the Act (or any successor provision thereto) to obtain information, documents or copies of documents from, or regarding, the Company, its assets, business or operations and each Interest Holder hereby waives any such right that it otherwise might have had.

Section 9.3 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Operating Board, subject to the requirements and limitations of the Code.

Section 9.4 Reports. Each Voting Member shall be entitled to receive within a reasonable time following completion of an audit (but in no event more than fifteen (15) days thereafter), consolidated audited statements of income and cash flows of the Company (or applicable intermediary subsidiary company) and its Subsidiaries for such fiscal year, and a consolidated audited balance sheet of the Company (or applicable intermediary subsidiary company) and its Subsidiaries as of the end of such fiscal year. Upon request of a Member of the Atrio Seller Group, the Company shall deliver to such Member a confidential copy of the (i) consolidated audited statements of income and cash flows of the Company (or applicable intermediate subsidiary company) and its Subsidiaries for such fiscal year, and a consolidated audited balance sheet of the Company (or applicable intermediate subsidiary company) and its Subsidiaries as of the end of such fiscal year when available, (ii) consolidated unaudited statements of income and cash flows of the Company (or applicable intermediate subsidiary company) and its Subsidiaries for each fiscal quarter (other than the first fiscal quarter of each fiscal year), (iii) a consolidated unaudited balance sheet of the Company (or applicable intermediate subsidiary company) and its Subsidiaries as of the end of such fiscal quarter when available, and (iv) a copy of Schedule A to this Agreement. Upon request of a member of the Atrio Seller Group, the Company shall grant such member reasonable access to the books, records and premises of the Company, upon reasonable advance notice and during business hours, in each case, solely to the extent such access is not disruptive of the business operations of the Company and its Subsidiaries and their respective employees' business activities.

Section 9.5 Tax Elections. Unless the Sponsor Member determines otherwise, the Company shall elect to be classified as a partnership for federal and applicable state income tax purposes. Each Member will upon request supply any information necessary to give proper effect to such election.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Notices, Consents, etc. Any notices, consents, or other communication required to be sent to, or given hereunder shall in every case be in writing and shall be deemed properly served if (a) delivered personally, (b) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, (c) delivered by a recognized overnight courier service or (d) sent by email or facsimile transmission to the addresses as set forth on Schedule A, or at such other addresses as may be furnished in writing. Date of service of such notice shall be (w) the date such notice is personally delivered, (x) three (3) days after the date of mailing if sent by certified or registered mail, (y) one (1) day after date of delivery to the overnight courier if sent by overnight courier or (z) the date such notice is transmitted by facsimile or email, if such transmission is prior to 5:00 p.m. Pacific Time on a business day, or otherwise, the next succeeding business day.

Section 10.2 Public Announcements; Confidentiality. No Interest Holder or Related Employee shall make any press release or public announcement with respect to the Company without the prior consent of the Operating Board. Each Interest Holder and Related Employee shall keep secret and retain in the strictest confidence, and shall not, without the prior written consent of the Company, disclose to any third party or use for the benefit of itself or any third party any confidential or proprietary information of any Atrio Company, except (a) information that is or becomes published or generally available to the public other than through a breach of the terms and conditions of this Agreement (or any other agreement which such Interest Holder is a party with the Company), (b) to the extent necessary for the fulfillment of his, her or its duties as an employee or independent contractor of any Atrio Company, (c) to enforce such party's rights and remedies under this Agreement or a Medicare Advantage Services Agreement, (d) as required by applicable law, (e) to the extent necessary for the preparation of tax returns and financial statements, (f) with respect solely to any Member holding Sponsor Interests, as part of the Related Funds' normal reporting, rating or review procedure, or in connection with the Related Funds' normal fundraising, marketing, informational or reporting activities, (g) with respect solely to the Approving Party, to any bona fide prospective purchaser in a potential Approved Sale, and (h) to any bona fide prospective purchaser of Cascade Comprehensive Care, Inc. or Marion Polk Community Health Plan Advantage, Inc., if such prospective purchaser agrees to keep such information confidential and not to use such information for any purpose other than to evaluate, negotiate and consummate the purchase.

Section 10.3 Severability. Should any provision of this Agreement be held to be unenforceable, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon each party hereto. The parties hereto further agree that any court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties hereto as embodied herein to the maximum extent permitted by law. The parties hereto expressly agree that this Agreement as so modified shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth herein.

Section 10.4 Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, by Members holding at least a majority of the Sponsor Interests, except that (a) no amendment to this Agreement shall be effective if such amendment would alter or change the

powers, preferences, or special rights of one class or group of Voting Interests so as to materially adversely affect them and not similarly alter or change the powers, preferences or special rights of any other group or class of Voting Interests, without the approval of the holders of a majority of the Voting Interests of such class or group, (b) no amendment to this Agreement shall be effective if such amendment would alter or change the powers, preferences, or special rights of one class or group of Voting Class B Interests so as to adversely affect them and not similarly alter or change the powers, preferences or special rights of any other group or class of Voting Class B Interests, without the approval of the holders of a majority of the Voting Class B Interests of such class or group and (c) Schedule A shall be deemed to be automatically amended from time to time without any action of the Operating Board or any Interest Holder to reflect any issuance, Transfer or other disposition of Interests consummated in accordance with the terms of this Agreement. In furtherance and not in limitation of the foregoing, no amendment, change, waiver or modification of any provision in this Agreement regarding (a) the Voting Class B Interests or (b) rights, preferences or privileges expressly granted to the Atrio Seller Group and/or the Seller Managers under this Agreement shall be effective without the consent of the holders of a majority of the Voting Class B Interests. No failure of any party hereto to exercise any right or remedy given to such party under this Agreement or otherwise available to such party or to insist upon strict compliance by any other Person with its, his or her obligations hereunder, and no custom or practice of the parties hereto in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such party. Any such written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, expressly set forth therein.

Section 10.5 Further Assurances. Each Member and Interest Holder will, and will cause their respective Related Employees and members of their Member Groups to, execute all documents and take such other actions as the Operating Board may request in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement.

Section 10.6 Counterparts; Deliveries. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties, except that the failure of any party to comply with such a request shall not render this Agreement or those agreements or instruments invalid or unenforceable. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 10.7 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. The Members hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in or covering the jurisdiction of Wilmington, Delaware over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Member hereby irrevocably agrees that all claims in respect of such dispute or any suit,

action proceeding related thereto may be heard and determined in such courts. The Members 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 Members 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. Each of the Members hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 10.1.

Section 10.8 Headings. The subject headings of Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 10.9 Assignment. Except as otherwise specifically provided herein, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

Section 10.10 Entire Agreement. This Agreement, the Preamble, all the Schedules attached to this Agreement (all of which shall be deemed incorporated in the Agreement and made a part hereof) and any Subscription Agreement or Participant Interest Agreement set forth the entire understanding of the Members, the other Interest Holders, Related Employees and Persons who are members of a Member Group with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral, of the Members, other Interest Holders, Related Employees and Persons who are members of a Member Group.

Section 10.11 Third Parties. Except as set forth in Section 6.5 and Section 10.16, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties to this Agreement and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 10.12 Interpretative Matters. Unless the context otherwise requires, (a) all references to Articles, Sections or Schedules are to Articles, Sections or Schedules in this Agreement, (b) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with generally accepted accounting principles, and (c) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter.

Section 10.13 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

Section 10.14 Related Parties. Each party hereto shall be responsible for any breach of any provision hereof by any members of its Member Group or any of its Related Employees.

Section 10.15 Offset. Notwithstanding the provisions of Section 4.2, any amount which any Interest Holder is entitled to receive hereunder may be reduced by the amount equal to any amount owed by such Interest Holder or any Related Employee to the Company or an Affiliate of the Company, as applicable, and such amount shall instead be paid to the Company or such Affiliate on behalf of such Interest Holder or Related Employee, as applicable.

Section 10.16 Rights of Related Funds. In the event that any Related Fund is or is threatened to be made a party to or a participant in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative (hereinafter a "Proceeding"), and the Related Fund's involvement in the Proceeding arises in whole or in part by reason of the fact that a Person is or was serving at a Related Fund's request as a member of the Operating Board, an officer of the Company, or as a manager, director or officer of any Subsidiary, then the Related Fund shall be directly entitled to all rights and remedies of such Person under Section 6.5 (or under the applicable provisions of the organizational documents of such Subsidiary) to the same extent as such Person. To the extent any Related Fund advances or pays any amounts to any such Person in connection with any claim subject to Section 6.5 (or under the applicable provisions of the organizational documents of such Subsidiary), whether or not such Related Fund is or is threatened to be made a party to or a participant in any Proceeding, such Related Fund shall be subrogated to the rights of such Person against the Company (or the applicable Subsidiary) pursuant to Section 6.5 (or under the applicable provisions of the organizational documents of such Subsidiary). Each Related Fund is a third-party beneficiary of this Section 10.16 and may enforce the terms of Section 6.5 (or the applicable provisions of the organizational documents of such Subsidiary) against the Company (or the applicable Subsidiary).

Section 10.17 Expenses. The Company shall, or shall cause one of its Subsidiaries to, pay the reasonable out-of-pocket expenses of the Sponsor Member and its Affiliates (including the reasonable fees and expenses of legal counsel or other advisors) arising in connection with (a) start-up and ongoing organizational costs in connection with the formation and existence of the Atrio Companies and the commencement and maintenance of their operations, including without limitation foreign qualifications, annual reports and franchise taxes or similar charges, (b) the preparation, negotiation and execution of this Agreement and all other agreements related to acquisitions and indebtedness of the Company and its Subsidiaries and all other agreements executed in connection herewith or therewith (collectively, the "Transaction Documents"), and the consummation of the transactions contemplated hereby and thereby, (c) any amendments or waivers (whether or not the same become effective) under or in respect of the Transaction Documents, (d) the enforcement of the rights granted to the Company and its Subsidiaries under the Transaction Documents and (e) any transaction, claim, event or other matter relating to the Company or its Subsidiaries or the transactions contemplated hereby or by the Transaction Documents as to which such Person seeks advice of counsel.

Section 10.18 Paul Hastings Representation. Upon execution and delivery of a counterpart to this Agreement or a joinder to this Agreement, each Member shall be deemed to acknowledge to the Company as follows: (a) the determination of such Member to purchase Interests of the Company has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the properties, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries which may have been made or given by any other Member or by any agent or employee of any other Member, (b) no other Member has acted as an agent of such Member in connection with making its investment hereunder and that no other Member shall be acting as an agent of such Member in connection with monitoring its investment hereunder, (c) the Sponsor Member has retained Paul Hastings LLP ("Paul Hastings") in connection with the transactions contemplated hereby and expects to retain Paul Hastings as legal counsel in connection with the management and operation of the investment in the Company and its Subsidiaries and other matters, (d) Paul Hastings is not representing and will not represent any other Member in connection with the transaction contemplated hereby or any dispute which may arise between Sponsor Member, on the one hand, and any other Member, on the other hand, (e) such Member will, if it wishes counsel on the transactions contemplated hereby, retain its own independent counsel, and (f) Paul Hastings may represent the Sponsor Member, its Affiliates, the Company or any of its Subsidiaries in connection with any and all matters contemplated hereby and any other matter (including, without limitation, any dispute between a Sponsor Member, the Company or any of its Subsidiaries, on the one hand, and any other

Member, on the other hand) and such Member waives any conflict of interest in connection with such representation by Paul Hastings.

Section 10.19 Opt-Out of Article 8 of the Uniform Commercial Code. The Members hereby agree that the Interests shall not be securities governed by Article 8 of the Uniform Commercial Code of the State of Delaware (and the Uniform Commercial Code of any other applicable jurisdiction).

Section 10.20 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 10.21 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 10.22 Mutual Waiver of Jury Trial. THE COMPANY AND EACH MEMBER WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE COMPANY AND EACH MEMBER AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Company and the Members have executed this Operating Agreement of Atrio Holding Company, LLC, dated as of the date first set forth above.

COMPANY:

ATRIO HOLDING COMPANY, LLC

By: _____
Name: _____
Its: _____

MEMBERS:

CHICAGO PACIFIC FOUNDERS FUND II, L.P.

By: _____
Name: _____
Its: _____

CHICAGO PACIFIC FOUNDERS FUND II-A, L.P.

By: _____
Name: _____
Its: _____

CASCADE COMPREHENSIVE CARE, INC.

By: _____
Name: _____
Its: _____

MARION POLK COMMUNITY HEALTH PLAN ADVANTAGE, INC.

By: _____
Name: _____
Its: _____

SCHEDULE A
Interests

A CONFIDENTIAL COPY OF SCHEDULE A IS KEPT WITH THE COMPANY AND MAY BE REVIEWED ONLY UPON WRITTEN CONSENT OF THE COMPANY.

As of [_____], 2019

Name and Address	**Voting Class A Interests Capital Contribution**	**Voting Class A Interests**	**Voting Class B Interests Capital Contribution**	**Voting Class B Interests**	**Non-Voting Class C Interests**	**Non-Voting Class D Interests Capital Contribution**	**Non-Voting Class D Interests**
[CPF]	$15,049,800	3,742	--	--	--	$6,600,000	6,600
Cascade Comprehensive Care, Inc.	--	--	$7,524,900	1,871	[____]	--	--
Marion Polk Community Health Plan Advantage, Inc.	--	--	$2,508,300	624	[____]	--	--
Total:	$15,049,800	3,742	$10,033,200	2,495	[____]	$6,600,000	6,600

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of [_____] [__], 2019, by and between Atrio Holding Company, LLC, a Delaware limited liability company (the "Company"), Cascade Comprehensive Care, Inc., an Oregon corporation, and Marion Polk Community Health Plan Advantage, Inc., an Oregon corporation (each, a "Contributor" and collectively, the "Contributors"). Certain capitalized terms used but not defined herein have the meanings ascribed thereto in the Stock Purchase Agreement, dated November [__], 2018 (as may be amended and modified from time to time, the "Purchase Agreement"), by and among the Contributors, Atrio Health Plans, Inc., an Oregon benefit corporation (the "Target"), Atrio Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of the Company, and Umpqua Health, LLC, an Oregon limited liability company.

BACKGROUND

WHEREAS, the parties hereto desire to enter into this Agreement to provide for the contribution by the Contributors of certain equity securities of the Target (the "Contributed Shares"), to the Company in exchange for the Rollover Equity, subject to the relative rights, powers, preferences, limitations and restrictions which are set forth in the Operating Agreement; and

WHEREAS, the transactions contemplated by this Agreement are to be consummated concurrently with the closing of the transactions contemplated by the Purchase Agreement with the contribution of the Contributed Shares pursuant to this Agreement taking place immediately following the sale and purchase of the Company Stock (excluding the Contributed Shares) pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing, which are hereby incorporated in this Agreement, and on the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Contribution. Each Contributor hereby (a) contributes and delivers to the Company, and the Company receives and accepts as a contribution, that number of Contributed Shares from set forth opposite such Contributor's name on Exhibit A hereto, free and clear of all Encumbrances, in exchange for which the Company hereby issues to the Contributors the Rollover Equity in the amounts set forth opposite such Contributor's name on Exhibit A hereto (the "Contribution") and (b) executes and delivers to the Company a counterpart signature page to the Operating Agreement of the Company (the "Operating Agreement").

2. Investment Representations and Warranties by the Contributors. Each Contributor makes the following representations and warranties to the Company as a material inducement to the Company's consummation of the transactions contemplated hereby:

(a) Such Contributor is acquiring the Rollover Equity set forth opposite such Contributor's name on Exhibit A hereto for its own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities

Act") or any applicable state securities laws, and will not dispose of such Rollover Equity in contravention of the Securities Act or any applicable state securities laws.

(b) Such Contributor is an "accredited investor" within the meaning of Regulation D under the Securities Act.

(c) Such Contributor is sophisticated in financial and business matters, is able to evaluate the risks and benefits of the investment in the Rollover Equity to be acquired by such Contributor pursuant to this Agreement and is able to bear the economic risk of its investment in such Rollover Equity for an indefinite period of time.

(d) Such Contributor understands and agrees that the Rollover Equity is being acquired in a transaction not involving any public offering within the meaning of the Securities Act, in reliance on an exemption therefrom. Such Contributor understands that the Rollover Equity has not been, and will not be, approved or disapproved by the Securities and Exchange Commission or by any other federal or state agency, and that no such agency has passed on the accuracy or adequacy of disclosures made to such Contributor by the Company. No federal or state governmental agency has passed on or made any recommendation or endorsement of the Rollover Equity or an investment in the Company.

(e) Such Contributor understands and acknowledges that the Rollover Equity has not been registered under the Securities Act or the securities laws of any state and, unless such Rollover Equity is so registered, it may not be offered, sold, transferred or otherwise disposed of except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or foreign jurisdiction. Such Contributor acknowledges that neither the Company nor any person acting on its behalf offered the Rollover Equity by any form of general solicitation or general advertising.

(f) Such Contributor acknowledges and agrees that the ability to dispose of the Rollover Equity will be subject to restrictions contained in the Operating Agreement. Such Contributor recognizes that there will not be any public trading market for the Rollover Equity and, as a result, such Contributor may be unable to sell or dispose of the Rollover Equity. Such Contributor further acknowledges and agrees that the Company shall have no obligation to register the Rollover Equity.

(g) Such Contributor acknowledges and agrees that the Contributors have been actively engaged in the management of, and served and will serve a policy making function for, the business of the Company's Subsidiaries and has adequate knowledge regarding all aspects of such business (including its operations, condition (financial or otherwise), cash flows, assets, liabilities and prospects) sufficient to make an informed decision as to the Contribution. Such Contributor acknowledges that (i) the Company has made available, a reasonable time prior to the date of this Agreement, information concerning the Company sufficient for such Contributor to make an informed decision regarding an investment in the Company and an opportunity to ask questions and receive answers concerning the Rollover Equity; (ii) the Company has made available, a reasonable time prior to the date of this Agreement, the opportunity to obtain any additional information that the Company possesses or can acquire

without unreasonable effort or expense deemed necessary by such Contributor to verify the accuracy of the information provided, and such Contributor has received all such additional information requested; and (iii) such Contributor has not relied on the Company or any of its Affiliates, officers, employees or representatives in connection with its investigation or the accuracy of the information provided or in making any investment decision.

(h) The execution, delivery and performance by such Contributor of this Agreement and the consummation of the transactions contemplated herein do not and will not: (i) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, or otherwise affect any rights of such Contributor under, any mortgage, note, bond, indenture, contract, agreement, license or other instrument or obligation of any kind or nature, in any case whether written or oral, by which such Contributor may be bound or affected; (ii) violate or conflict with any Legal Requirements; (iii) result in the creation or imposition of any Encumbrance on the Contributed Shares; or (iv) violate any provision of such Contributor's organizational documents (if applicable).

(i) Such Contributor has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement, the performance by such Contributor hereto of its respective obligations hereunder and the consummation by such Contributor of the transactions contemplated hereby have been duly authorized, and no other proceeding on the part of such Contributor is necessary. Assuming the due authorization, execution and delivery hereof by the Company, this Agreement constitutes the valid and legally binding obligation of such Contributor, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the availability of equitable remedies.

(j) The Contributors together own 66.66% of the issued and outstanding capital stock of the Target. Each Contributor legally and beneficially owns titles to that number of Contributed Shares set forth opposite such Contributor's name on Exhibit A hereto, free and clear of any Encumbrances, and upon the delivery of such Contributed Shares at the Closing, the Company shall acquire good, marketable and valid title to the Contributed Shares, free and clear of all Encumbrances. With respect to Contributors that are entities, no Person has the right, directly or indirectly, to acquire any equity securities or other securities directly or indirectly convertible into or exchangeable or exercisable for stock or other equity securities of such Contributor.

(k) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or other Person is required to be made or obtained by such Contributor or in connection with the authorization, execution and delivery of this Agreement, the performance by such Contributor of its obligations hereunder, and the consummation by such Contributor of the transactions contemplated hereby.

3. Representations and Warranties by the Company.

(a) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated herein do not and will not: (i) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, or otherwise affect any rights of Company under, any mortgage, note, bond, indenture, contract, agreement, license or other instrument or obligation of any kind or nature, in any case whether written or oral, by which Company may be bound or affected; (ii) violate or conflict with any Legal Requirements; or (iii) violate any provision of the Company's organizational documents.

(b) The Company has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement, the performance by the Company hereto of its respective obligations hereunder and the consummation by the Company of the transactions contemplated hereby have been duly authorized, and no other proceeding on the part of the Company is necessary. Assuming the due authorization, execution and delivery hereof by the Contributors, this Agreement constitutes the valid and legally binding obligation of the Company, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the availability of equitable remedies.

(c) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or other Person is required to be made or obtained by the Company or in connection with the authorization, execution and delivery of this Agreement, the performance by the Company of its obligations hereunder, and the consummation by the Company of the transactions contemplated hereby..

4. Risk Factors. Each Contributor specifically acknowledges its understanding that there are significant risks in connection with such Contributor's investment in the Company, including that: (a) the Company and/or its Subsidiaries will incur substantial debt in connection with the closing of the transactions contemplated by the Purchase Agreement and may incur additional substantial debt from time to time in the future, (b) equity investments in indebted companies such as the Company involve the highest degree of risks and can result in the loss of such Contributor's entire investment, (c) other general business risks, including the effects of a recession, may have a more pronounced effect on indebted companies and (d) the holders of a majority of the equity interests of the Company control the operating board of the Company, and will therefore be able to control the direction and future operations of the Company.

5. Reliance by the Company. Each Contributor understands the meanings of the representations and warranties contained in this Agreement and understands and acknowledges that the Company is relying on such representations and warranties in determining whether the issuance contemplated hereby is eligible for exemption from the registration requirements contained in the Securities Act and applicable state securities laws.

6. Restrictions on Transfer. The parties hereto hereby agree that the Rollover Equity will be subject to the restrictions on transfer, drag-along obligations, tag-along rights and each other provisions contained in Article 7 and elsewhere in the Operating Agreement.

7. Irrevocable Contribution. Each Contributor understands that the Contribution is irrevocable.

8. Survival. The representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

9. Tax Treatment. The parties hereto acknowledge and agree that the Contribution, in conjunction with the cash contributions from any Related Fund (as defined in the Operating Agreement) and any other Person to the Company in exchange for equity interests in the Company, is intended to qualify as an exchange described under Section 351(a) of the Code.

10. Amendment and Waiver. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the parties hereto unless such modification, amendment or waiver is approved in writing by each of the parties hereto. The failure of any party hereto to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

11. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile and PDF signature pages), each of which shall be an original and all of which taken together shall constitute one and the same agreement.

12. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained herein, no Contributor may assign any of its rights or delegate any of its responsibilities, liabilities or obligations under this Agreement without the prior written consent of the Company.

13. Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

15. 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 or sent electronically via PDF format (with hard copy to follow); (b) one day after being sent by reputable overnight express courier (charges prepaid), or (c) five days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties hereto shall be sent to the addresses indicated below:

If to the Company:
c/o Chicago Pacific Founders
980 North Michigan Avenue
Suite 1998
Chicago, IL 60611
Attn: Ken Stoll
Email: kstoll@cpfounders.com

with copies to (which shall not constitute notice to the Company):

Paul Hastings LLP
71 South Wacker Drive
Forty-Fifth Floor
Chicago, IL 60606
Attn: Richard S. Radnay
Email: richardradnay@paulhastings.com

If to Cascade Comprehensive Care, Inc.:

Chief Executive Officer
Cascade Comprehensive Care, Inc.
2909 Daggett Avenue, Suite 200
Klamath Falls, OR 97601
Attn: [ ]
Email: [ ]

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

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, Oregon 97205
Attn: Mary Hull
Email: mary.hull@stoel.com

If to Marion Polk Community Health Plan Advantage, Inc.:

[
_____
_____
Attn:
Email: _____]

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

[
_____
_____
Attn:
Email: _____]

16. Governing Law; Waiver of Jury Trial. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

17. Consent to Jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in or covering the jurisdiction of New Castle County, 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 suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Legal Requirement, 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 hereto 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 Legal Requirement. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 15.

18. Mutual Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

19. Delivery by Facsimile or PDF. This Agreement and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or PDF, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto will reexecute original forms thereof and deliver them to all other parties.

20. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

21. Further Assurances. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

22. No Guaranty of Employment. Nothing in this Agreement shall confer upon any Person any right to be in the employ of the Company or any of its Subsidiaries or Affiliates or interfere in any way with the right of the Company or any of its Subsidiaries or Affiliates to establish the terms of employment of any Person or to terminate any Person's employment at any time for any reason or no reason, with or without cause, subject to the terms of any employment agreement with any Contributor.

23. Interpretation and Rules of Construction. Words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The terms "includes" and the word "including" and words of similar import shall be deemed to be followed by the words "without limitation." Section references are to the Sections of this Agreement unless otherwise specified. For purposes hereof, "Subsidiaries" shall be deemed to include Buyer and each of its direct and indirect subsidiaries.

24. Prevailing Party. Except as otherwise provided herein, in any litigation or other proceeding arising from or relating to this Agreement or any other agreement delivered in connection herewith, the prevailing party in such proceeding shall be entitled to recover all fees, costs and expenses related thereto from the other party or parties thereto, including but not limited to reasonable attorneys', expert, and accounting fees, costs and expenses.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Contribution Agreement to be executed as of the date first written above.

COMPANY

Atrio Holdings Company, LLC

By: _____
Name: _____
Its: _____

CONTRIBUTORS

Cascade Comprehensive Care, Inc.

By: _____
Name: _____
Its: _____

_____
Name:

Marion Polk Community Health Plan Advantage, Inc.

By: _____
Name: _____
Its: _____

_____
Name:

EXHIBIT A

Contributor	Contributed Shares	Rollover Equity
Cascade Comprehensive Care, Inc.	**[ ]**	**[30% of Company equity securities]**
Marion Polk Community Health Plan Advantage, Inc.	**[ ]**	**[10% of Company equity securities]**