VOTING AGREEMENT

TABLE OF CONTENTS

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "**Agreement**"), is made and entered into as of _____ __, 2018 by and among Moda Partners, Inc., a Delaware corporation (the "**Company**"), each holder of the Class A Common Stock, $0.0001 par value per share, of the Company ("**Class A Common Stock**"), and each holder of Class B Common Stock, $0.0001 par value per share, of the Company ("**Class B Common Stock**", and together with the Class A Common Stock, the "**Common Stock**"). The holders of Class A Common Stock ("**Class A Holders**") and the holders of Class B Common Stock ("**Class B Holders**"), together with any subsequent transferees who become parties hereto, are referred to herein collectively as the "**Stockholders**" and individually as a "**Stockholder**".

RECITALS

A. The Company and the Stockholders have entered into a Class B Common Stock Purchase Agreement (the "**Purchase Agreement**") providing for the sale of shares of Class B Common Stock, and in connection with the Purchase Agreement the parties desire to provide the Stockholders with the right, among other rights, to designate the election of certain members of the board of directors of the Company (the "**Board**", and each member of the Board is a "**Director**") in accordance with the terms of this Agreement.

B. The parties also desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the capital stock of the Company held by them will be voted on certain issues concerning the Company.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Voting Provisions Regarding the Board.

1.1 Size of the Board. Each Stockholder agrees to vote, or cause to be voted, all Shares (as defined below) owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall be set and remain at five (5) Directors and may be increased or decreased only with the written consent of all Stockholders. For purposes of this Agreement, the term "**Shares**" shall mean and include any securities of the Company and its subsidiaries that the holders of which are entitled to vote, including without limitation all shares of Common Stock, by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition. Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of Stockholders at which an election of Directors is held or pursuant to any written consent of the Stockholders, subject to Section 5, the following persons shall be elected to the Board:

(a) Two (2) persons designated by the Class A Holders, exclusively and voting as a separate class, which persons shall initially be David Howerton and Molly Bordonaro (each a **Class A Director**");

(b) Two (2) persons designated by the Class B Holders, exclusively and voting as a separate class, which persons shall initially be Anthony S. Barth and Heidi Yodowitz (each a "**Class B Director**"); and

(c) One "**Additional Director"** elected by the holders of Common Stock, shall, prior to the occurrence of the Transition Date (as defined below), be designated by the Class A Holders. On and after the Transition Date, the Class B Holders shall designate the Additional Director. The Additional Director shall initially be Robert Gootee, the current Chief Executive Officer of the Company.

For purposes of this Agreement: the "**Transition Date**" is the date of the earlier to occur of (i) the voluntary or involuntary termination of the Company's current Chief Executive Officer for any reason or no reason and (ii) the five (5) year anniversary of the filing of the Company's initial Certificate of Incorporation with the State of Delaware ("**Certificate**"); and an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "**Person**") shall be deemed an "**Affiliate**" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person.

1.3 Failure to Designate a Director. In the absence of any designation from the Persons or groups with the right to designate a Class A Director or Class B Director as specified above, the Director previously designated by them and then serving shall be reelected if still eligible and willing to serve as provided herein and otherwise, such Board seat shall remain vacant. With respect to the Additional Director, the term of the Additional Director serving as of the Transition Date shall terminate on that date and the Additional Director shall thereafter be replaced by the Person designated for such seat by the Class B Holders. Following the Transition Date, the director seat of the Additional Director shall remain vacant until a new director for such seat is designated by the Class B Holders.

1.4 Removal of Directors. Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, including without limitation Shares held by an Affiliate of such Stockholder, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no Director elected pursuant to this section may be removed from office unless; (i) such removal is directed or approved by the affirmative vote of the Person(s), or of the holders of a majority of the Shares, entitled under this section to designate that Director; or (ii) the Person(s) originally entitled to designate or approve such Director or occupy such Board seat pursuant to this section is no longer so entitled to designate or approve such Director or occupy such Board seat, including without limitation the Additional Director who was designated prior to the Transition Date any time after the Transition Date;

(b) any vacancies created by the resignation, removal or death of a Director elected pursuant to this section shall be filled pursuant to the provisions of this section; and

(c) upon the request of any party entitled to designate a Director as provided this section to remove such Director, such Director shall be removed.

1.5 Further Acts. All Stockholders agree to execute any written consents required to perform the obligations of this section, and the Company agrees at the request of any Person or group entitled to designate Directors to call a special meeting of stockholders of the Company for the purpose of electing Directors.

1.6 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a Person for election as a Director for any act or omission by such designated person in his or her capacity as a Director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

2. Voting Provisions Regarding ACA Risk Corridor Payment.

2.1 Treatment of ACA Risk Corridor Payment. As of the date of this Agreement, Moda Health Plan, Inc. ("**Moda Health**"), a wholly owned subsidiary of the Company has a receivable of approximately $250 million from the Affordable Care Act Risk Corridor Program (the "**ACA Receivable**"). Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that, subject to the approval of the Oregon Department of Consumer and Business Services, Division of Financial Regulation: (i) the Retained Funds shall be retained by Moda Health; and (ii) the balance of the ACA Receivable (the "**Distributed Funds**") will (a) belong to the Class A Holders (or otherwise be credited to the equity of the Class A Holders), (b) be transferred to the Class A Holders by dividend, distribution or such other means as shall be allowed by the applicable laws and regulations. The Stockholders will use their best efforts to obtain regulatory approval (including approval of the Oregon Department of Consumer and Business Services, Division of Financial Regulation) to distribute the Distributed Funds to the Company to be distributed to the Class A Holders. "**Retained Funds**" means first $130 million in proceeds from the ACA Receivable received by Moda Health, less all reasonable, documented third party costs paid directly or indirectly by Moda Health to recover the ACA Receivable, provided that such costs shall not exceed $500,000 or, if the case is reheard en banc or on appeal, $1,000,000.

2.2 Further Acts. All Stockholders agree to execute any written consents required to perform the obligations of this section, and the Company agrees at the request of any Person or group entitled to designate Directors to call a special meeting of stockholders of the Company for the purpose of voting on matters regarding the ACA Receivable.

3. Remedies.

3.1 Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement

are effective and that the parties enjoy the benefits of this Agreement. Such actions include without limitation the use of the Company's best efforts to cause the nomination and election of the Directors as provided in this Agreement.

3.2 Specific Enforcement. Each party hereto acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

3.3 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

4. "Bad Actor" Matters.

4.1 Definitions. For purposes of this Agreement:

(a) "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

(b) "**Disqualified Designee**" means any Director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

(c) "**Disqualification Event**" means a "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act.

(d) "**Rule 506(d) Related Party**" means, with respect to any Person, any other Person that is a beneficial owner of such first Person's securities for purposes of Rule 506(d) under the Securities Act.

4.2 Representations.

(a) Each Person with the right to designate or participate in the designation of a Director pursuant to this Agreement hereby represents that (i) such Person has exercised reasonable care to determine whether any Disqualification Event is applicable to such Person, any Director designee designated by such Person pursuant to this Agreement or any of such Person's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable and (ii) no Disqualification Event is applicable to such Person, any Director designated by such Person pursuant to this Agreement or any of such Person's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Notwithstanding anything to the contrary in this Agreement, each Stockholder makes no representation regarding any Person that may be deemed to be a beneficial owner of the Company's voting equity securities held by such Stockholder solely by virtue of that Person being or becoming a party to (i) this Agreement,

as may be subsequently amended, or (ii) any other contract or written agreement to which the Company and such Stockholder are parties regarding (A) the voting power, which includes the power to vote or to direct the voting of, such security and/or (B) the investment power, which includes the power to dispose, or to direct the disposition of, such security.

(b) The Company hereby represents and warrants to the Stockholders that no Disqualification Event is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3) is applicable.

4.3 Election of Directors. Each Person with the right to designate or participate in the designation of a Director pursuant to this Agreement covenants and agrees (i) not to designate or participate in the designation of any Director designee who, to such Person's knowledge, is a Disqualified Designee, (ii) to exercise reasonable care to determine whether any Director designee designated by such person is a Disqualified Designee, (iii) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee, and (iv) to notify the Company promptly in writing in the event a Disqualification Event becomes applicable to such Person or any of its Rule 506(d) Related Parties, or, to such Person's knowledge, to such Person's initial designee named in Section 1, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

5. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of: (a) the consummation of a merger, acquisition, consolidation, liquidation, dissolution or winding up of the Company, including through an exclusive license, sale, lease, transfer or other disposition (in a single transaction or a series of related transactions) of all or substantially all of the assets or intellectual property of the Company (a "**Liquidation Event**") and distribution of proceeds to or escrow for the benefit of the Stockholders in accordance with the Certificate, *provided* that the provisions of Section 2 will continue after the closing of any Liquidation Event to the extent necessary to enforce the provisions of Section 2 with respect to such Liquidation Event; and (b) termination of this Agreement in accordance with Section 6.8.

6. Miscellaneous.

6.1 Additional Parties. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of capital stock after the date hereof, as a condition to the issuance of such shares the Company shall require that any purchaser of such shares become a party to this Agreement by executing and delivering a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as a Stockholder hereunder. In such event, each such Person shall thereafter be deemed a Stockholder for all purposes under this Agreement.

6.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be

subject to each of the terms of this Agreement by countersigning this Agreement. Upon the Company's receipt of a valid and binding countersignature to this Agreement from any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be a Stockholder. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this section. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Section 6.12.

6.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.4 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.7 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A hereto, or to such email address or address as subsequently modified by written notice given in accordance with this section.

(b) Consent to Electronic Notice. Each Stockholder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth below such Stockholder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Stockholder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.8 Consent Required to Amend, Modify, Terminate or Waive. Except as otherwise expressly provided herein, this Agreement may be amended, modified or terminated (other than pursuant to Section 5) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by the Company and all Stockholders. The Company shall give prompt written notice of any amendment, modification, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, modification, termination, or waiver effected in accordance with this section shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, modification, termination or waiver. For purposes of this section, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

6.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Entire Agreement. This Agreement and the Certificate and the other Transaction Agreements (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and

any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.12 Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

> "THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this section, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this section and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

6.13 Stock Splits, Stock Dividends, etc. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Section 6.12.

6.14 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

6.15 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

6.16 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c)

hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.17 Aggregation of Stock. All Shares held or acquired by a Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliate may apportion such rights as among themselves in any manner they deem appropriate.

[Signature page follows]

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

MODA PARTNERS, INC.

_____

Robert Gootee, Chief Executive Officer

STOCKHOLDERS:

DELTA DENTAL OF CALIFORNIA

_____

Anthony S. Barth, Chief Executive Officer

MODA HOLDINGS GROUP, LLC

By: Oregon Dental Services, its sole member

_____

Robert Gootee, Chief Executive Officer

SCHEDULE A

STOCKHOLDERS

Name and Address	Number of Shares Held
Delta Dental of California Attention: Michael G. Hankinson Executive Vice President and Chief Legal Officer 560 Mission Street, Suite 1300 San Francisco, California 94105 mhankinson@delta.org	10,000 shares of Class B Common Stock
Moda Holdings Group, LLC Attention: Thomas J. Bikales 601 SW Second Avenue, 24th Floor Portland, OR 97204-3156 tom.bikales@modahealth.com	10,000 shares of Class A Common Stock