

Execution Version

**STOCK PURCHASE AGREEMENT**

**by and among**

**ROCKY MOUNTAIN HEALTH PLANS FOUNDATION,  
ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION,  
INCORPORATED,**

**and**

**UNITED HEALTHCARE SERVICES, INC.**

**Dated as of July 22, 2016**



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**EXHIBITS:**

- Exhibit A: Escrow Agreement
- Exhibit B: Accounting Procedures
- Exhibit C: Valuation Opinion
- Exhibit D: Director, Officer and Manager Resignations
- Exhibit E: Required Consents and Approvals
- Exhibit F: FIRPTA Certificate
- Exhibit G: Seller Indemnification

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of July 22, 2016, by and among Rocky Mountain Health Plans Foundation, a Colorado non-profit corporation ("Seller"), Rocky Mountain Health Maintenance Organization, Incorporated, a Colorado non-profit corporation (the "Company" and, together with Seller, the "Seller Parties") and United HealthCare Services, Inc., a Minnesota corporation ("Buyer").

### INTRODUCTION

Seller is a Colorado non-profit corporation recognized by the Internal Revenue Service as an organization that is exempt from taxation under Section 501(c)(3) of the Code and as a public charity within the meaning of Section 509(a) of the Code.

The Company is a Colorado non-profit corporation recognized by the Internal Revenue Service as an organization that is exempt from taxation under Section 501(c)(4) of the Code.

The Company is a health plan carrier which has been issued a certificate of authority by the Colorado Department of Regulatory Agencies Division of Insurance ("CDI") to operate a health maintenance organization ("HMO").

The Company is the sole member of Rocky Mountain Healthcare Options, Inc., a taxable Colorado non-profit corporation ("RMHCO"). RMHCO is licensed by CDI as a hospital, medical-surgical and health services corporation under Colorado law, which provides indemnity products with managed care features that complement the health contracts offered by the Company.

RMHCO is the sole shareholder of CNIC Health Solutions, Inc., a taxable Colorado corporation ("CNIC"). CNIC and its Subsidiaries provide administrative services for medical, dental and consumer-driven self-funded type health plans.

The Company is also the sole stockholder of Rocky Mountain Health Management Corporation, a Colorado for profit corporation ("RMHMC"). RMHMC employs substantially all of the employee work force that works in the Company's and RMHCO's business operations and provides management services to those two entities.

The Company is also a member of Monument Health, LLC, a Colorado limited liability company which is a network of health care providers formed to provide cost effective quality, medical care ("MH").

The parties intend that prior to the Closing and subject to Regulatory Approvals, the Company shall complete an entity conversion, pursuant to which the Company will convert from a tax-exempt non-profit Colorado corporation to a taxable, for-profit Colorado corporation (such transaction collectively, the "Conversion").

The parties intend that immediately following the effectiveness of the Conversion, Seller will own all of the issued and outstanding shares of capital stock of the Company

(collectively, the "Shares") and will, by virtue of its ownership interest in the Company, indirectly own all of the issued and outstanding capital stock or membership interests of the Company's Subsidiaries and forty-five percent (45%) of the membership interests of MH.

Subject to the terms and conditions set forth herein, following the effectiveness of the Conversion, and conditioned upon attaining the Regulatory Approvals described herein, Buyer desires to acquire from Seller, and Seller desires to sell to Buyer all of the Shares, with Seller using the proceeds from the sale to expand its charitable operations.

The parties also desire to address any amounts received post-closing related to periods prior to the Adjustment Time beyond amounts reflected as realizable receivables at Closing with respect to the Medicare Audit Receivables and the Risk Corridor Receivables. Following the acquisition of the Shares, the parties intend that the Company shall comply with the ongoing covenants and commitments described herein.

The respective boards of managers or directors or other governing bodies, as applicable, of Seller, the Company and Buyer have approved this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

#### SECTION 1.1. Definitions.

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

"ACA Amount" means an amount equal to the aggregate ACA Related Assets minus the aggregate ACA Related Liabilities of the Regulated Entities as of the applicable time. For the avoidance of doubt, the Risk Corridor Receivables and Medicare Audit Receivables shall not be included in determining the ACA Amount or in calculating Surplus.

"ACA Related Assets" means assets due to the Company or its Subsidiaries related to the Transitional Reinsurance Program, the Permanent Risk Adjustment Program, Advanced Premium Tax Credits Reconciliation and Cost-Sharing Reduction Reconciliation, in each case in accordance with SAP applied on a basis consistent with the Statutory Statements for such Regulated Entity. For the avoidance of doubt, ACA Related Assets shall not include the Risk Corridor Receivables or the Medicare Audit Receivables.

"ACA Related Liabilities" means Liabilities due from the Company or its Subsidiaries related to the Transitional Reinsurance Program, the Permanent Risk Adjustment Program, Advanced Premium Tax Credits Reconciliation and Cost-Sharing Reduction Reconciliation, in

each case in accordance with SAP applied on a basis consistent with the Statutory Statements for such Regulated Entity.

“Accounting Firm” means a nationally or regionally recognized accounting firm agreed upon in writing by Buyer and Seller.

“Accounting Methodology” means the accounting principles, practices, procedures, policies and methods (with consistent classifications, judgments, inclusions, exclusions and valuation and estimation methodologies) used and applied on a consistent basis by the Company and its Subsidiaries in the preparation of the Company Financial Statements, to the extent the same are in accordance with GAAP or SAP, as applicable.

“Actions or Proceedings” means any claim, action, suit, arbitration, proceeding or Governmental Authorities investigation or inquiry, in each case whether civil, criminal, administrative or investigative.

“Actual ACA Amount” has the meaning set forth in Section 2.6(a)(i).

“Actual IBNR Amount” has the meaning set forth in Section 2.6(a)(i).

“Actual IBNR and ACA Amounts” has the meaning set forth in Section 2.6(a)(i).

“Actuary” means Milliman, Inc. or another actuary that is mutually acceptable to the Company and Buyer.

“Adjustment Time” means 11:59 p.m. Mountain Time on December 31, 2016; provided, that, if the Closing Date does not occur on or prior to January 3, 2017, Adjustment Time shall mean 11:59 p.m. Mountain Time on the Business Day immediately preceding the Closing Date.

“Advanced Premium Tax Credits Reconciliation” means the reconciliation with CMS and/or Connect for Health Colorado of the advanced payments of premium tax credit made available through the Affordable Care Act.

“Adverse Claim Consequences” has the meaning set forth in Section 7.5(b).

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such Person.

“Affordable Care Act” or “ACA” has the meaning set forth in Section 3.13(h).

“Agreement” has the meaning set forth in the Preamble.

“Applicable Courts” has the meaning set forth in Section 9.12(b).

“Authorized Control Level RBC” has the meaning set forth in 3 Colo. Code Regs. 702-3:3-1-12, as amended from time to time.

“Base Purchase Price” means \$36,500,000.

“Business Day” means a day other than Saturday, Sunday and any day on which banks located in the State of Colorado are authorized or obligated by applicable Law to close.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Disclosure Schedules” means the disclosure schedules delivered to Seller by Buyer on the date hereof and attached to this Agreement and made an integral part hereof.

“Buyer Fundamental Representations and Warranties” means the representations and warranties of Buyer set forth in Section 4.1 (Organization), Section 4.2 (Authorization), Section 4.3 (Enforceability) and Section 4.7 (No Brokers).

“Buyer Indemnified Party” has the meaning set forth in Section 7.2.

“CDI” has the meaning set forth in the Recitals.

“CEP Schedule” has the meaning set forth in Section 2.4(a).

“Claim Notice” has the meaning set forth in Section 7.5(a).

“Closing” has the meaning set forth in Section 2.3.

“Closing Date” has the meaning set forth in Section 2.3.

“Closing Indebtedness” means the aggregate amount of Indebtedness of the Company and its Subsidiaries as of the Closing, determined in accordance with Section 2.5(e).

“Closing Statement” has the meaning set forth in Section 2.5(b)(i).

“Closing Surplus” means Surplus as of the Adjustment Time, determined in accordance with Section 2.5(e).

“Closing Surplus Shortfall” has the meaning set forth in the definition of Purchase Price.

“CMS” means the Centers for Medicare and Medicaid Services, the federal agency responsible for administration of the Medicare and Medicaid programs.

“CNIC” has the meaning set forth in the Recitals.

“COAG” means the Office of the Attorney General for the State of Colorado.

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

“Company” has the meaning set forth in the Preamble.

“Company Accreditation Surveys” has the meaning set forth in Section 3.21(b).

"Company Audited Financial Statements" has the meaning set forth in Section 3.8(a).

"Company Consents and Approvals" has the meaning set forth in Section 3.6.

"Company Disclosure Schedules" means the disclosure schedules delivered to Buyer by Seller and the Company on the date hereof and attached to this Agreement and made an integral part hereof.

"Company Employee Payables" means:

(i) any payments due and payable by the Company or any Subsidiary at any time including any amounts for which an acceleration of vesting occurs as a result of or which are triggered in whole or in part by the transactions contemplated by this Agreement, including any bonus, change of control, retention, or severance payments, and any equity rights (with the amount payable determined in accordance with any Contract pursuant to which such equity rights were granted);

(ii) amounts owed to any Person under any noncompetition or consulting agreements by the Company or any of its Subsidiaries;

(iii) amounts otherwise not described herein owed to any current or former officer, director or equity holder of the Company or any of its Subsidiaries;

(iv) amounts payable to any Person or amounts for which there is an acceleration of vesting under any unfunded deferred compensation plan of the Company or any of its Subsidiaries or any amounts for which an acceleration of vesting occurs as a result of the transactions contemplated by this Agreement; or

(v) other amounts payable at any time to any employees of the Company or any of its Subsidiaries including any amounts for which an acceleration of vesting occurs as a result of or which are triggered by, or in connection with, the transactions contemplated by this Agreement, and, with respect to each of the foregoing clauses (i)-(iv), all related payroll Tax Liabilities, but in all cases excluding any payments in respect of the Shares and any amounts that constitute Transaction Expenses or Closing Indebtedness.

Notwithstanding the foregoing, Company Employee Payables shall not include amounts under any agreement set forth on Section 1.1(a) of the Company Disclosure Schedules to the extent the right to payment of such amount will require the performance of substantial services to the Company or its Subsidiaries after Closing or will be payable only upon a Separation from Service (as defined in those certain Executive Retention Agreements between RMHMC and certain executives of RMHMC and between CNIC and certain CNIC Executives and certain employment agreements between CNIC and certain executives of CNIC and in certain employment agreements that contain severance arrangements between CNIC and certain executives of CNIC) occurring within a period ending two (2) years after the Closing Date or severance arrangements provided for in the Key Executive Employment Agreements.

"Company Employees" has the meaning set forth in Section 5.5.

"Company Financial Statements" has the meaning set forth in Section 3.8(a).

"Company Government Reimbursement Audits" has the meaning set forth in Section 3.21(b).

"Company Intellectual Property" means the Owned Intellectual Property and the Licensed Intellectual Property.

"Company IP Agreements" means (i) licenses of, options to or covenants not to sue or assert with respect to, Company Intellectual Property by the Company or any of its Subsidiaries to any third party or any other instruments or other arrangements to which the Company or any of its Subsidiaries is a party, pursuant to which any third party has obtained any right, title or interest in or to any Company Intellectual Property, (ii) licenses or sublicenses of Company Intellectual Property by any third party to the Company or any of its Subsidiaries, or any other permissions or agreements pursuant to which the Company or any of its Subsidiaries has obtained any right, title or interest in or to Intellectual Property, (iii) agreements between the Company or any of its Subsidiaries and any third party relating to the use, development, prosecution, enforcement or commercialization of Company Intellectual Property, and (iv) consents, settlements, decrees, orders, injunctions, judgments or rulings governing the use, validity or enforceability of Owned Intellectual Property.

"Company Material Adverse Effect" shall mean any event, change, effect, development or circumstance that (1) has had or would reasonably be expected to have a materially adverse effect on the business, financial condition, results of operations, or assets of the Company and its Subsidiaries, taken as a whole or (2) that has materially impaired, or would reasonably be expected to materially impair or delay, individually or in the aggregate, the ability of the Seller Parties to perform the transactions contemplated under this Agreement or to consummate the transactions contemplated hereby, as applicable; provided that none of the following, whether alone or in combination, shall be deemed to constitute, or be considered in determining whether there has been, a Company Material Adverse Effect:

(i) financial, securities (including any disruption thereof and any decline in the price of any security or any market index) or credit markets (including changes in prevailing interest rates) or general economic or business conditions in the United States or elsewhere in the world where the Company or its Subsidiaries operate;

(ii) the industry in which the Company operates;

(iii) national or international political or social conditions, including armed hostilities, national emergency or acts of war (whether or not declared), sabotage or terrorism, changes in government, military actions or "force majeure" events, or any escalation or worsening of any such acts or events;

(iv) natural disasters or "acts of God";

(v) changes or proposed changes in GAAP or SAP, as applicable, or in any applicable Law or Order (including the introduction or enactment of any legislation or the proposal or adoption of any rule or regulation affecting Medicare or Medicaid reimbursement,

competitive bidding, or other aspects of the healthcare industry) or any interpretation of Law by any Governmental Authorities;

(vi) the financial condition of the Regulated Entities as of the date of this Agreement;

(vii) the mere failure to meet any budgets, projections, forecasts or predictions of financial performance or estimates of revenue, earnings, cash flow or cash position, for any period (it being understood and agreed that the underlying facts and circumstances that cause such failure that are not otherwise excluded from the definition of a Company Material Adverse Effect may be taken into account in determining whether there has been a Company Material Adverse Effect); or

(viii) the performance of this Agreement, the consummation of the transactions contemplated by this Agreement or the public announcement or other publicity with respect to the foregoing, except with respect to any actions taken by the Company between the date hereof and the Closing Date consented to in writing by Buyer pursuant to Section 5.1(a);

except, in the cases of clause (i), (ii), (iii), (iv) or (v), to the extent that such events, changes, effects or circumstances disproportionately and adversely affect the Company and its Subsidiaries relative to other businesses in the industry in which the Company and its Subsidiaries operate.

“Company Material Contracts” has the meaning set forth in Section 3.17(a).

“Company Owned Software” means all Company Software which the Company or any of its Subsidiaries owns or purports to own.

“Company Software” means all Software (i) used in the operation of the Company’s or any of its Subsidiaries’ business or material to the Company’s or any of its Subsidiaries’ business, other than commercially available Off-the-Shelf Software, or (ii) manufactured, distributed, sold, licensed or marketed by the Company or any of its Subsidiaries, including but not limited to Software embodied in products of the Company or any of its Subsidiaries.

“Company Taxes Payable” means the aggregate amount of all Taxes of, or payable by, the Company or any of its Subsidiaries with respect to any taxable period or portion thereof ending on or prior to the Adjustment Time that remain unpaid as of the Adjustment Time and including for the avoidance of doubt, any Taxes arising (directly or indirectly) as a result of the transactions contemplated by this Agreement, including, for the avoidance of doubt, any Taxes owed by the Company or any of its Subsidiaries arising out of or in connection with or with respect to the Conversion.

“Company Unaudited Financial Statements” has the meaning set forth in Section 3.8(a).

“Confidential Information” has the meaning set forth in Section 5.4(d).

“Confidentiality Agreement” has the meaning set forth in Section 5.4(d).

“Consent” means, as the context requires, all consents, authorizations, novations, waivers, declarations, authorizations, grants or filings or expirations of waiting periods in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

“Consultation Period” has the meaning set forth in Section 2.5(b)(ii).

“Contract” means any agreement, lease, license, evidence of Indebtedness, mortgage, indenture, security agreement or other contract (whether written or oral).

“Control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person; whether by contract or otherwise and, in any event and without limitation of the foregoing, any Person owning fifty percent (50%) or more of the voting securities of another Person or having the ability to nominate, designate or elect a majority of the members of that Person’s board of directors, board of managers or other similar governing body, shall be deemed to Control that Person.

“Conversion” has the meaning set forth in the Recitals.

“Cost-Sharing Reduction Reconciliation” means the reconciliation with CMS and/or Connect for Health Colorado of the advanced payments of cost-sharing reduction payments made available through the Affordable Care Act.

“Counsel” has the meaning set forth in Section 5.17(f).

“D&O Indemnified Person” has the meaning set forth in Section 5.8(a).

“D&O Tail Insurance” has the meaning set forth in Section 5.8(b).

“Debt Payoff Letters” has the meaning set forth in Section 5.6.

“Deductible Amount” has the meaning set forth in Section 7.4(b).

“Direct Claim” has the meaning set forth in Section 7.6.

“Disclosure Schedules” means the Company Disclosure Schedules and the Buyer Disclosure Schedules.

“Disputed Objection” has the meaning set forth in Section 2.5(b)(ii).

“Employee Plan” has the meaning set forth in Section 3.13(a).

“Employment Laws” means any applicable Laws that relate to hiring, termination, collective bargaining, compensation, harassment, discrimination, and retaliation in employment, affirmative action, immigration, work authorization, terms and conditions of employment, payroll tax withholding and deductions, unemployment compensation, worker’s compensation, worker classification (including the proper classification of workers as contingent workers,

independent contractors and consultants), privacy, records and files, social security contributions, wages, hours of work, occupational safety and health, and all other employment practices.

“Enrollees” means individuals that are enrolled in any commercial HMO or preferred provider organization plan, indemnity plans, Medicaid managed care plan, CHP+ plan, or any Medicare cost plan of the Company or its Subsidiaries.

“Environmental Claim” means any claim by any Person alleging liability of whatever kind or nature arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata) or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permit” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means as to any Person, any other Person which, together with such Person, is or has been within the preceding six (6) years treated as a single employer under Code Section 414(b), (c), (m) or (o).

“Escrow Agent” means Wilmington Trust, N.A.

“Escrow Agreement” means an escrow agreement among the Escrow Agent, Buyer and Seller, substantially in the form attached hereto as Exhibit A.

“Estimated ACA Amount” means the good faith estimate of the Actual ACA Amount.

“Estimated Closing Statement” has the meaning set forth in Section 2.5(a)(ii).

“Estimated IBNR Amount” means the average of the respective Proposed IBNR Amounts determined by the Company, Buyer and the Actuary, as applicable, in accordance with Section 2.5(a)(i).

“Estimated Purchase Price” has the meaning set forth in Section 2.5(a)(ii).

"Estimated Taxes Payable" has the meaning set forth in Section 2.5(a)(ii).

"Exclusivity LOA" has the meaning set forth in Section 5.10.

"Final IBNR and ACA Adjusted Purchase Price" has the meaning set forth in Section 2.6(a)(i).

"Final IBNR and ACA Adjustment Time" means 11:59 p.m. Mountain Time on December 31, 2017; provided, that if the Closing Date does not occur on or prior to January 3, 2017, then such term shall mean the date that is twelve (12) months following the Closing Date.

"Final IBNR and ACA Adjustments" shall mean the adjustments described in Section 2.6.

"Final Purchase Price" has the meaning set forth in Section 2.5(d).

"GAAP" means United States generally accepted accounting principles in effect as of the date hereof.

"Governmental Authorities" collectively means, with respect to any Person, any executive, legislative, judicial, regulatory or administrative court, tribunal, arbitrator, authority, agency, commission, department, board, official or other instrumentality of the United States or its territories, any foreign country, any domestic or foreign state, county, city or other political subdivision, or any transnational authority, having jurisdiction over such Person or its properties or assets (including, without limitation, the Colorado Department of Health Care Policy and Financing, COAG, CDI and CMS).

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"Health Care Law" means any Law of any Governmental Authorities pertaining to health regulatory matters applicable to the operations of the parties hereto and their Subsidiaries, including (i) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk (the Medicare statute), including specifically, Medicare Part C (the managed care statute), 42 U.S.C. §§ 1395w-21-1395w-28; Medicare Part D (the prescription drug benefit), 42 U.S.C. §§ 1395w-101 – 1395w-153; and the Ethics in Patient Referrals Act (Stark Law), 42 U.S.C. § 1395nn; (ii) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); (iii) TRICARE, 10 U.S.C. § 1071 et seq.; (iv) the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. §§ 1320a-7b(b); (v) the Federal False Claims Act, 31 U.S.C. §§ 3729-3733; (vi) the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; (vii) the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; (viii) the Exclusion Laws, 42 U.S.C. § 1320a-7;(ix) the HMO Statute; (x) Health Service Corporations Statute (xi) the Controlled Substances Act, 21 U.S.C. § 801 et seq.; and (xii) any applicable federal, state or local statute, regulation or Order, including manuals, call letters, memorandums, transmittals, and other sub-

regulatory guidance applicable to compliance, fraud and abuse, recordkeeping, referrals, network access, discounts, marketing, provider and facility licensure, reimbursement, corporate practice of medicine, privacy, security or reserve, capital, net worth or other financial requirements.

“Health Care Permit” means any and all licenses, permits, authorization, approvals, franchises, registrations, accreditations, certificates of need, consents, supplier or provider numbers, qualifications, operating authority, and/or any other permit or permission which are material to or legally required for the operation of the Company as currently conducted or in connection with the ability to own, lease, operate or manage any of the property, in each case that are issued or enforced by any Governmental Authorities with jurisdiction over any Health Care Law.

“Health Service Corporations Statute” means Colorado Revised Statutes, Title 10, Article 16, Part 3, and any regulations promulgated thereunder, both as amended from time to time.

“HIPAA” means collectively the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the Health Information Technology for Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations, when each is effective and as each is amended from time to time.

“HMO” has the meaning set forth in the Recitals.

“HMO Statute” means Colorado Revised Statutes, Title 10, Article 16, Part 4, and any regulations promulgated thereunder, both as amended from time to time.

“IBNR” means the aggregate dollar amount of claims for hospital or medical benefits that (i) were provided to, or rendered on behalf of, Enrollees as of the Adjustment Time, and (ii) were not reported to, or processed by, the Company or its Subsidiaries as of the Adjustment Time.

“IBNR and ACA Closing Statement” has the meaning set forth in Section 2.6(a)(i).

“IBNR and ACA Disputed Objection” has the meaning set forth in Section 2.6(a)(ii).

“IBNR and ACA Objection” has the meaning set forth in Section 2.6(a)(ii).

“IBNR and ACA Objection Notice” has the meaning set forth in Section 2.6(a)(ii).

“IBNR and ACA Review Period” has the meaning set forth in Section 2.6(a)(ii).

“Indebtedness” means, as of any date, without duplication, with respect to any Person, such Person’s combined amount of (including any principal, accrued and unpaid interest, premium, penalty or other payment): (i) indebtedness for borrowed money, and indebtedness or other obligation evidenced by a note, bond, debenture or similar instrument (but excluding trade payables incurred in the ordinary course of business); (ii) all obligations to pay the deferred purchase price of goods and services (including any potential future earn-out, purchase price adjustment, release of “holdback” or similar payment, but excluding trade payables incurred in the ordinary course of business); (iii) all obligations under leases, recorded as capital leases; (iv)

all currently due obligations to pay amounts under surety bonds, letters of credit, banker's acceptances or similar credit transactions; (v) indebtedness secured by a Lien; (vi) all obligations under conditional sale or other title retention agreements relating to any property purchased, (vii) all negative balances in bank accounts and all overdrafts, (viii) all obligations arising out of any swap, option, derivative, hedging or similar arrangement, (ix) advances made by employees or Persons (other than such Persons contemplated by clause (x) of this definition) to the Company or its Subsidiaries, other than trade payables in the ordinary course of business; (x) any accounts payable or loans of any kind or nature between the Company and any of its Subsidiaries, on the one hand, and Seller or any of its Affiliates (other than the Company and any of its Subsidiaries) and any stockholders, officers, directors, employees or agents of any such entities, on the other hand, other than accounts for advanced or reimbursable expenses maintained in accordance with normal payroll practices; (xi) escheat Liabilities currently due and payable, (xii) audit settlement Liabilities currently due and payable, and (xiii) any guarantee of any such obligations described in clauses (i) through (xii) of this definition by such Person; provided, however, that Indebtedness shall not include obligations under the Outstanding Surety Bonds.

"Indebtedness Payoff Schedule" has the meaning set forth in Section 2.5(a)(ii).

"Indemnified Parties" has the meaning set forth in Section 7.3.

"Indemnifying Party" has the meaning set forth in Section 7.5(a).

"Independent Contractor" has the meaning set forth in Section 3.14(a).

"Information Privacy and Security Laws" means all applicable Laws concerning the privacy or security of Personal Information, and all regulations promulgated thereunder, including but not limited to HIPAA, the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Federal Trade Commission Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, state data security Laws, state health information Laws, state social security number protection laws, state data breach notification laws, state consumer protection laws, and any applicable Laws concerning requirements for website and mobile application privacy policies and practices, call or electronic monitoring or recording or any outbound communications (including, but not limited to, outbound calling and text messaging, telemarketing, and e-mail marketing).

"Insurance Policies" has the meaning set forth in Section 3.19.

"Intellectual Property" means (A) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, (B) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (C) all copyrightable works, all copyrights, and all

applications, registrations, and renewals in connection therewith, (D) all mask works and all applications, registrations, and renewals in connection therewith, (E) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (F) all computer software (including source code, executable code, data, databases, and related documentation), (G) all material advertising and promotional materials, (H) all associated or other intellectual property or proprietary rights, domestic or foreign, (I) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), and (J) the right to sue and collect damages for past, present and future infringement of any of the foregoing.

“IT Assets” has the meaning set forth in Section 3.15(k).

“Key Executives” means those certain executives of the Company or its Subsidiaries identified on a list to be delivered from Buyer to Seller on the date hereof.

“Key Executive Employment Agreements” means those employment agreements to be executed in connection herewith by and between the Key Executives and Buyer or its Affiliate, each agreement to be effective as of the Closing Date.

“Knowledge of Buyer” means the actual knowledge after reasonable due inquiry of the individuals listed in Section 1.1(b) of the Buyer Disclosure Schedules.

“Knowledge of the Company” means the actual knowledge after reasonable due inquiry of the individuals listed in Section 1.1(b) of the Company Disclosure Schedules.

“Laws” means all laws (including common law), statutes, rules, regulations, ordinances, formal written guidance, codes, permits and other authorizations and approvals, Orders, rulings, directives, awards, standards, interpretations and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any other Governmental Authorities.

“Leased Real Property” has the meaning set forth in Section 3.16(c).

“Liability” means any fines, penalties, awards, costs and expenses (including attorneys and other professional’s fees), debts, liabilities, commitments, obligations, duties or responsibilities of any kind and description, whether accrued, unliquidated, absolute or contingent, monetary or non-monetary, direct or indirect, known or unknown or matured or unmatured or any other nature whether due or to become due, and regardless of when asserted or whether it is accrued or required to be accrued or disclosed pursuant to GAAP or SAP, as applicable.

“Licensed Intellectual Property” means Intellectual Property licensed to or held for use by the Company or any of its Subsidiaries, other than Owned Intellectual Property.

“Lien” means any mortgage, deed of trust, pledge, security interest, encumbrance, claim, easement, reservation, restriction, right of way, lease, option, right of first refusal, encroachment, lien, charge or similar restriction.

“Losses” has the meaning set forth in Section 7.2.

“Mandatory Control Level RBC” has the meaning set forth in 3 Colo. Code Regs. 702-3:3-1-12, as amended from time to time.

“Material Employment Agreements” has the meaning set forth in Section 3.17(a)(xx).

“Medicare Audit” means the CMS audit of its Statement of Reimbursable Costs for Plan Years 2006 through 2011 (which has resulted in approximately \$21,000,000 in proposed adjustments payable by the Company, which the Company has appealed), which amount has been paid to CMS.

“Medicare Audit Receivables” means those claims for Medicare receivables under the Medicare Cost Contract that are the subject of the appeal of the Medicare Audit.

“Medicare Cost Contract” means that contract between the Company and CMS for the provision of health care benefits to individuals who are Medicare recipients.

“MH” has the meaning set forth in the Recitals.

“Monument Operating Agreement” means the Operating Agreement of Monument Health, dated June 12, 2015, as amended on August 1, 2015.

“Objection” has the meaning set forth in Section 2.5(b)(ii).

“Objection Notice” has the meaning set forth in Section 2.5(b)(ii).

“Off-the-Shelf Software” means (i) generally available off-the-shelf software, technology and products and (ii) any software, technology or product that is licensed to the Company or any of its Subsidiaries pursuant to a shrinkwrap or clickwrap license, in each case that (A) does not exceed an aggregate cost of \$20,000 and (B) has not been modified for use by the Company or any of its Subsidiaries.

“Open Source Software” has the meaning set forth in Section 3.15(l).

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental Authorities (in each such case whether preliminary or final).

“Outstanding Surety Bonds” has the meaning set forth in Section 3.8(h).

“Owned Intellectual Property” means the Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries.

“Owned Real Property” has the meaning set forth in Section 3.16(b).

**"PCI DSS"** means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, as may be revised from time to time.

**"Permanent Risk Adjustment Program"** has the meaning set forth in Section 1342 of the Affordable Care Act.

**"Permit"** means all permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, rights, notices, accreditations or other authorizations of any Governmental Authorities necessary to carry on the business of the Company and its Subsidiaries.

**"Permitted Liens"** means (a) mechanic's, materialmen's, carriers', repairers' and other Liens arising or incurred in the ordinary course of business for amounts that are not yet delinquent and that will be paid and discharged in the ordinary course of business, (b) Liens for Taxes, assessments or other governmental charges not yet due and payable as of the Closing Date, (c) encumbrances and restrictions recorded in the appropriate governmental office or offices against real property (including easements, covenants, conditions, rights of way and similar restrictions) that do not materially interfere with the present uses or occupancy of such real property by the Company and its Subsidiaries, (d) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authorities having jurisdiction over such real property and which are not violated by the current use or occupancy of such real property or the operation of the Company and its Subsidiaries, and (e) Liens described on Section 1.1(c) of the Company Disclosure Schedules.

**"Person"** means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association, entity or Governmental Authorities.

**"Personal Information"** means (i) any information that identifies, or in combination with other information may identify, an individual, including, without limitation, name, address, telephone number, health information, social security number, driver's license number, government issued identification number, any financial account numbers or log-in information, Internet Protocol addresses or other persistent device identifiers, or any other data that can be used to identify, contact or precisely locate an individual; (ii) any information that is governed, regulated or protected by one or more Information Privacy and Security Laws; or (iii) any information that is covered by the PCI DSS.

**"Plan of Conversion"** means a regulatory filing, including any amendments thereto, filed by the Company or any of its Subsidiaries in order to obtain approval from COAG for conversion of the Company or any of its Subsidiaries from a non-profit corporation to a for-profit corporation.

**"Post-Closing Tax Period"** means any taxable period beginning after the Adjustment Time.

**"Post-Closing Tax Returns"** has the meaning set forth in Section 5.7(a).

"Pre-Closing Straddle Period" means the portion of a Straddle Period that ends on the Adjustment Time.

"Pre-Closing Tax Period" means any taxable period ending on or before the Adjustment Time.

"Pre-Closing Tax Returns" has the meaning ascribed to in Section 5.7(a).

"Pre-Closing Taxes" has the meaning set forth in Section 5.7(b).

"Programs" has the meaning set forth in Section 3.20(e).

"Prohibitive Order" has the meaning set forth in Section 6.1(c).

"Proposed IBNR Amount" means the good faith estimate of IBNR, calculated consistent with actuarially sound principles, determined by each of (i) the Company, (ii) Buyer and (iii) the Actuary, as applicable, in accordance with Section 2.5(a)(i).

"Provider Contracts" means any Contract between the Company or any of its Subsidiaries, on the one hand, and any physician, hospital, pharmacy, ancillary service provider or other health care service provider that participates in the Company's or its Subsidiaries' business and provides services to Enrollees, on the other hand.

"Purchase Price" shall be an amount equal to (i) the Base Purchase Price, minus (ii) the amount (if any) by which Surplus Target Amount exceeds Closing Surplus (the "Closing Surplus Shortfall"), plus (iii) the amount (if any) by which Closing Surplus exceeds Surplus Target Amount, minus (iv) the Closing Indebtedness, minus (v) the Transaction Expenses Payoff Amount, minus (vi) the amount of Company Taxes Payable, and minus (vii) the Transaction Escrow Amount.

"RBC Plan" has the meaning set forth in 3 Colo. Code Regs. 702-3-3-1-12, as amended from time to time.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Real Property Leases" has the meaning set forth in Section 3.16(c).

"Recovered Medicare Audit Receivables" means Medicare Audit Receivables related to periods prior to the Adjustment Time the right to payment which will be assigned to Seller on or prior to the Closing Date and that are received by the Company as agent for Seller following the Closing Date (and that are not amounts reflected as realizable receivables as of the Adjustment Time) minus (A) any amounts paid from the receipts as required by Contract or applicable Law, including to Medicare plan physicians as required by Contract and (B) out of pocket costs to collect such receipts, in all cases net of any Tax Liabilities, if any, incurred by the Company or its Subsidiaries in connection therewith.

"Registered Intellectual Property" means any Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with or recorded

by any Governmental Authorities at any time, and that is owned by or held in the name of the Company or any of its Subsidiaries.

“Regulated Entities” means the Company and its Subsidiaries that are regulated under the health maintenance organization, insurance or Health Care Laws of any state, including the HMO Statute and the Health Service Corporations Statute.

“Regulatory Approvals” means any filings and subsequent final approval by Governmental Authorities, including but not limited to, CDI and the COAG of the transactions contemplated hereby, including the Statement Regarding the Acquisition of Control or Merger, the Plan of Conversion and any other approvals required to be obtained by Governmental Authorities in accordance with applicable Law.

“Release” means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of any Hazardous Material from any source into or upon the indoor or outdoor environment.

“Releasee” has the meaning set forth in Section 5.9.

“Releasor” has the meaning set forth in Section 5.9.

“Representative” of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, investment bankers, equity parties or other representatives of such Person.

“Review Period” has the meaning set forth in Section 2.5(b)(ii).

“Risk Corridor Receivables” means amounts due to the Company and RMHCO for services rendered through the Adjustment Time under temporary risk-corridor programs under the Affordable Care Act or otherwise allocable to those two entities.

“RMHCO” has the meaning set forth in the Recitals.

“RMHMC” has the meaning set forth in the Recitals.

“SAP” means with respect to the Company or any of its Subsidiaries, as applicable, the statutory accounting practices and principles prescribed or permitted by the Governmental Authorities responsible for regulating such Person under applicable Law.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Security Risk Assessment” has the meaning set forth in Section 3.23(j).

“Seller” has the meaning set forth in the Preamble.

“Seller Fundamental Representations and Warranties” means the representations and warranties of Seller and the Company set forth in Section 3.1(a) (Organization and Good

Standing), Section 3.2 (Ownership), Section 3.3(a) to (c) (Capitalization; Indebtedness), Section 3.4 (Authorization), Section 3.5 (Enforceability) and Section 3.22 (No Brokers).

“Seller Indemnified Parties” has the meaning set forth in Section 7.3.

“Seller Parties” has the meaning set forth in the Preamble.

“Seller Statute of Limitations Representations and Warranties” means the representations and warranties of Seller and the Company set forth in Section 3.11 (Taxes), Section 3.12 (Environmental Matters), Section 3.13 (Employee Benefits), and Section 3.21(a) (Medicare; Medicaid; Legal and Billing Compliance).

“Shares” has the meaning set forth in the Recitals.

“Software” has the meaning set forth in the definition of Intellectual Property.

“Statement Regarding the Acquisition of Control or Merger” means a regulatory filing, including any amendments thereto, filed by the Company or any of its Subsidiaries pursuant to the HMO Statute in order to obtain approval from the CDI for a change in control of the Company or any of its Subsidiaries.

“Statutory Statements” has the meaning set forth in Section 3.8(a).

“Statutory Surplus” means with respect to each of the Regulated Entities, the difference between (a) total admitted assets and (b) total liabilities, in each case calculated in accordance with SAP applied on a basis consistent with the Statutory Statements for such Regulated Entity. For the avoidance of doubt, Statutory Surplus shall include any premium deficiency reserve to the extent required under SAP.

“Straddle Period” means any taxable period beginning on or before the Adjustment Time and ending after the Adjustment Time.

“Straddle Period Tax Return” has the meaning set forth in Section 5.7(b).

“Subsidiary” means, with respect to any Person, any other Person as of the date of determination (a) that is Controlled by such Person or (b) of which securities or other ownership interests representing more than fifty percent (50%) of the equity interests or more than fifty percent (50%) of the ordinary voting power are owned by such Person. For the avoidance of doubt, MH and Seller shall not be considered a Subsidiary of the Company under this Agreement.

“Surplus” means as of the Adjustment Time, the aggregate Statutory Surplus of the Regulated Entities (which shall be calculated using the Estimated IBNR Amount and the Estimated ACA Amount, without adjustment, in establishing Surplus), provided, however, that Transaction Expenses, current and deferred Tax assets and liabilities (including Company Taxes Payable and any Tax receivables), assets related to loans or receivables due from employees or shareholders, Company Employee Payables as set forth in the CEP Schedule and Closing Indebtedness set forth on the Indebtedness Payoff Schedule shall not be included in the

calculation of Surplus. For the avoidance of doubt, the aggregate Statutory Surplus of the Regulated Entities shall be the sum of the Statutory Surplus of the Company and RMHCO.

"Surplus (Estimated) at Closing" means the estimated amount of Surplus as of the Adjustment Time determined in accordance with Section 2.5(a)(ii).

"Surplus Target Amount" \$38,134,836.

"Survival Date" means twenty four (24) months after the Closing Date.

"Tax" means all federal, state, provincial, territorial, municipal, local or foreign income, profits, franchise, gross receipts, customs, duties, net worth, sales, use, goods and services, withholding, value added, ad valorem, payroll, license, premium, environmental, capital stock, unemployment, estimated, registration, alternative, employment, social security, disability, occupation, pension, real property, personal property (tangible and intangible), stamp, transfer, conveyance, severance, production, excise and other taxes, withholdings, duties, levies, imposts and other similar charges and assessments (including any and all fines, penalties and additions attributable to or otherwise imposed on or with respect to any such taxes, charges, fees, levies or other assessments, and interest thereon) imposed by or on behalf of any Taxing Authority, in each case whether such Tax arises by Law, Contract or otherwise, including any liability for the payment of any amounts described above as a result of being a transferee or, or successor in interest to, any Person.

"Tax Claim" has the meaning set forth in Section 5.7(e).

"Tax Return" means any return, report, information return or other document (including any related or supporting information) required to be filed with any Taxing Authority with respect to Taxes, including information returns, claims for refunds of Taxes and any amendments or supplements to any of the foregoing.

"Taxing Authority" means any Governmental Authorities exercising any authority to impose, regulate, levy, assess or administer the imposition of any Tax.

"Termination Date" has the meaning set forth in Section 8.1(b)(i).

"Third-Party Claim" has the meaning set forth in Section 7.5(a).

"Total Adjusted Capital" has the meaning set forth in 3 Colo. Code Regs. 702-3:3-1-12, as amended from time to time.

"Transaction Escrow Account" means the escrow account (to be established and designated by the Escrow Agent under the Escrow Agreement) into which the payment of the Transaction Escrow Amount shall be made and shall be held by Escrow Agent.

"Transaction Escrow Amount" means an aggregate amount of cash equal to \$7,500,000.

"Transaction Expenses" means, without duplication, the collective amount due and payable by the Company or its Subsidiaries for all out-of-pocket costs, fees and expenses

incurred by the Company or its Subsidiaries or by or on behalf of Seller in connection with this Agreement or the consummation of the transactions contemplated hereby (to the extent such amount is not paid prior to the Closing) and, which on or following the Closing, is a Liability of the Company or its Subsidiaries, including those that are (a) the fees and expenses of legal counsel, financial advisors, accountants and tax advisors to Seller and the Company relating thereto and (b) the cost of the D&O Tail Insurance.

"Transaction Expenses Payoff Amount" has the meaning set forth in Section 2.4(c).

"Transaction Expenses Schedule" has the meaning set forth in Section 2.5(a)(ii).

"Transaction Matters" has the meaning set forth in Section 5.17(f).

"Transfer Taxes" has the meaning set forth in Section 5.7(g).

"Transitional Reinsurance Program" has the meaning set forth in Section 1341 of the Affordable Care Act.

"Treasury Regulations" means the regulations promulgated by the United States Department of the Treasury under the Code.

"Unpaid Taxes Shortfall" has the meaning set forth in Section 5.7(i).

"Unpaid Taxes Surplus" has the meaning set forth in Section 5.7(i).

"Valuation Opinion" means the opinion of Pershing Yoakley & Associates, P.C. substantially in the form set forth on Exhibit C.

"WARN" means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.*, and any Law of similar effect.

SECTION 1.2. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (i) 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; (ii) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Disclosure Schedules of or to this Agreement unless otherwise specified; (iii) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, including the Disclosure Schedules and Exhibits hereto; (iv) references to "dollars" or "\$" shall mean United States dollars; (v) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation", unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) references to "written" or "in writing" include in electronic form; (viii) provisions shall apply, when appropriate, to successive events and transactions; (ix) each of the parties hereto shall be deemed to have participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions in this Agreement; (x) a reference to any Person includes such Person's successors

and permitted assigns; (xi) any reference to days means calendar days unless Business Days are expressly specified; (xii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (xiii) all references or citations in this Agreement to statutes or regulations or statutory or regulatory provisions shall, when the context requires, also be considered references or citations to such statutes, regulations, or provisions directly or indirectly superseding such statutes, regulations, or provisions referenced or cited; (xiv) the Exhibits and Disclosure Schedules are incorporated herein by reference and shall be considered part of this Agreement; and (xv) all references to "close of business" on any given day shall be deemed to refer to 11:59 p.m. Mountain Time on such date.

## ARTICLE II

### PURCHASE AND SALE OF SHARES

SECTION 2.1. Purchase and Sale of Shares. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire from Seller, all of the Shares free and clear of all Liens.

SECTION 2.2. Payment of Purchase Price. On the Closing Date, Buyer shall pay to Seller, or to the order of, an amount in cash equal to the Estimated Purchase Price by wire transfer of immediately available funds to the account or accounts (including those specified pursuant to Section 2.4) specified by Seller to Buyer at least three (3) Business Days prior to the Closing Date.

SECTION 2.3. The Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place remotely via electronic exchange of documents (a)(i) on January 3, 2017, subject to the satisfaction or waiver of the conditions set forth in Article VI (other those conditions that by their nature will not be satisfied until the Closing, but subject to satisfaction of such conditions at the Closing) or, (ii) in the event that any such condition(s) has not been satisfied or waived on or prior to January 3, 2017, as soon as practicable, but not more than three (3) Business Days, following such satisfaction or waiver of such condition(s) or (b) on such other date or time as is mutually agreed in writing by Buyer and Seller. The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date." The Closing shall be effective as of the time such documents are electronically exchanged and released by the signatories thereto or their designated Representatives, unless Buyer and Seller agree in writing to a different effective date.

SECTION 2.4. Other Transactions to be Effected at or Following the Closing.

(a) Company Employee Payables. Section 2.4(a) of the Company Disclosure Schedules (the "CEP Schedule") sets forth a complete and accurate list of those Company Employee Payables that will be outstanding as of the Closing Date (after giving effect to any acceleration of vesting), assuming for purposes thereof that the transactions contemplated

hereby will be consummated, that shall be paid by Buyer to the Company. The Company shall pay, in accordance with the applicable arrangement, plan or policies, all Company Employee Payables to: (a) Employees then entitled to payment or (b) a certain trust or trusts previously established to hold or administer Company Employee Payables. All such payments shall be subject to the applicable Tax withholding, through the Company's payroll system. Notwithstanding any of the provisions of this Agreement, amounts payable by Buyer under the CEP Schedule shall not be deducted from the Base Purchase Price.

(b) Debt Payoff. At the Closing, Buyer, on behalf of the Company and its Subsidiaries (as applicable), shall pay the Closing Indebtedness set forth on the Indebtedness Payoff Schedule in accordance with the Debt Payoff Letters, as applicable, to each counterparty or holder of Closing Indebtedness that is to be repaid in accordance with Section 5.6 in order to fully discharge such Closing Indebtedness and terminate all applicable obligations and Liabilities of the Company and any of its Subsidiaries related thereto, in each case, by wire transfer of immediately available funds to the account or accounts designated in the Debt Payoff Letters and the Indebtedness Payoff Schedule.

(c) Transaction Expenses. At the Closing, Buyer, on behalf of the Company, shall pay all unpaid Transaction Expenses, in each case, by wire transfer of immediately available funds to the account or accounts designated by Seller in the Transaction Expenses Schedule (the "Transaction Expenses Payoff Amount").

(d) Escrow Amount. At the Closing, Buyer shall pay the sum of the Transaction Escrow Amount to the Escrow Agent in cash payable by wire transfer of immediately available funds for deposit into the Transaction Escrow Account. Payment by Buyer of the Transaction Escrow Amount to the Escrow Agent shall be on behalf of Seller, which shall be the account owner of the Transaction Escrow Account in accordance with the Escrow Agreement.

(e) Company Taxes Payable. Buyer, on behalf of the Company, shall pay when due, all Company Taxes Payable in accordance with payment instructions delivered by the Company to Buyer.

(f) Closing Surplus Shortfall. At the Closing, Buyer shall contribute to the Company the Closing Surplus Shortfall as a capital contribution to increase the Company's Statutory Surplus.

#### SECTION 2.5. Purchase Price.

(a) Estimated IBNR Amounts and Estimated Purchase Price.

(i) No later than twenty (20) Business Days prior to the Closing, the Company and Buyer shall jointly engage the Actuary to render its determination of the Proposed IBNR Amount, and shall direct the Actuary to deliver a written report and certification to Buyer and the Company of its determination of the Proposed IBNR Amount as promptly as practical but in any event within ten (10) Business Days prior to the Closing. The Proposed IBNR Amount shall be calculated utilizing sound actuarial principles and methodologies. The Proposed IBNR Amount shall also include an explicit margin for adverse development,

consistent with past practices of the Company. No later than ten (10) Business Days prior to the Closing, each of the Company and Buyer shall deliver to one another and the Actuary, and the Actuary shall have delivered to the Company and Buyer, their respective determinations of the Proposed IBNR Amount. Each of the Company, Buyer and the Actuary will provide a reasonable level of supporting documentation for its respective determination of the Proposed IBNR Amount, and any additional information reasonably requested by Buyer or the Company or the Actuary related thereto, as the case may be.

(ii) No later than three (3) Business Days prior to the Closing, the Company shall deliver to Buyer a statement (the "Estimated Closing Statement"), certified by the Chief Financial Officer of the Company, setting forth the Company's good faith estimates as of the Adjustment Time of the amount of Surplus (Estimated) at Closing (taking into account the Estimated IBNR Amount and the Estimated ACA Amount), Closing Indebtedness, Transaction Expenses and Company Taxes Payable ("Estimated Taxes Payable"), together with a calculation of the Purchase Price (the "Estimated Purchase Price") based on such estimates. The Estimated Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with Section 2.5(e). The Estimated Closing Statement shall additionally include, by payee, (1) a list of the Closing Indebtedness reflected in the Estimated Closing Statement (if any) and wire instructions for such Person(s) to whom such Closing Indebtedness is owed (the "Indebtedness Payoff Schedule") and (2) a list of the Transaction Expenses reflected in the Estimated Closing Statement and wire instructions for such Person(s) to whom such Transaction Expenses are owed (the "Transaction Expenses Schedule"). The Company shall provide a reasonable level of supporting documentation for the Estimated Closing Statement and any additional information reasonably requested by Buyer related thereto. To the extent that Buyer disagrees in good faith with any items set forth in the Estimated Closing Statement, Buyer may deliver written notice of its disagreement to the Company at least one (1) Business Day prior to the Closing Date, and Buyer and the Company shall negotiate in good faith to resolve such disagreements prior to the Closing.

(b) Determination of Final Purchase Price.

(i) Within ninety (90) days after the Closing Date, Buyer shall prepare and deliver to Seller a statement, certified by the Chief Financial Officer of the Company (the "Closing Statement") setting forth Buyer's good faith determination of the actual amounts of Closing Surplus (applying the Estimated IBNR Amount and the Estimated ACA Amount without adjustment), Closing Indebtedness, Transaction Expenses and Company Taxes Payable, together with a calculation of the Purchase Price based upon such determinations. The Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with Section 2.5(e).

(ii) Within thirty (30) days following receipt by Seller of the Closing Statement (the "Review Period"), Seller shall deliver written notice (an "Objection Notice") to Buyer of any dispute Seller has with respect to the preparation or content of the Closing Statement, setting forth in reasonable detail the specific items of the Closing Statement to which each objection relates and the basis for each such objection. If Seller does not deliver an Objection Notice with respect to the Closing Statement within the Review Period, then the Closing Statement and any amount, determination or calculation therein shall be final, conclusive

and binding on the parties. If an Objection Notice is delivered within the Review Period, Seller and Buyer shall negotiate in good faith to resolve each dispute raised therein (each, an "Objection") during the thirty (30) days immediately following the delivery of the Objection Notice (the "Consultation Period"). If Seller and Buyer, notwithstanding such good faith efforts, fail to resolve any Objection within the Consultation Period (each, a "Disputed Objection"), then Seller and Buyer shall jointly engage the Accounting Firm to resolve only the Disputed Objections (acting as an expert and not an arbitrator) in accordance with this Agreement (including Section 2.5(e)). Buyer and Seller shall each provide their written position statements and supporting documentation and materials to the Accounting Firm and the other party within thirty (30) days of having engaged the Accounting Firm. Each party shall provide their replies to such position statements and materials to the Accounting Firm and the other party within thirty (30) days of the last day the original position statements and materials were provided by either party. The Accounting Firm shall thereafter determine the issue as soon as practicable thereafter (but in any event within thirty (30) days after such engagement of the Accounting Firm). Seller and Buyer shall use reasonable best efforts to cause the Accounting Firm to deliver a written report within such thirty (30) day period containing its calculation of (A) the Disputed Objections (which calculation shall not be a value greater than the greatest value for such Disputed Objection claimed by Seller or Buyer nor smaller than the smallest value for such Disputed Objection claimed by Seller or Buyer) and (B) the Final Purchase Price as of the Closing Date based upon items not in dispute and the Disputed Objections determined by the Accounting Firm. All Objections that are resolved between Seller and Buyer and all Disputed Objections that are determined by the Accounting Firm will be final, conclusive and binding on the parties hereto and may be entered in any court of competent jurisdiction, and each of the parties hereto agrees that it shall not have any right to, and shall not, institute any Action or Proceeding of any kind challenging such determination or with respect to the matters that are the subject of this Section 2.5. The other party's only defense to such a request for enforcement shall be fraud by or upon the Accounting Firm. Absent such fraud, such other party shall reimburse the party seeking enforcement for all of its expenses related to the enforcement of the Accounting Firm's determination. The terms of appointment of the Accounting Firm shall be as agreed upon between Seller and Buyer, and any related costs and expenses of the Accounting Firm shall be borne pro rata between Buyer, on the one hand, and Seller, on the other hand, in proportion to the final allocation made by the Accounting Firm of the Disputed Objections in relation to the claims made by Seller and Buyer, such that the prevailing party pays the lesser proportion of such costs and expenses. For example, if Seller claims that the appropriate adjustments are \$1,000 greater than the amount determined by Buyer and if the Accounting Firm ultimately resolves such items by awarding to Seller \$300 of the \$1,000 contested, then the fees, costs and expenses of the Accounting Firm will be allocated 30% (i.e.,  $300 \div 1,000$ ) to Buyer and 70% (i.e.,  $700 \div 1,000$ ) to Seller. Seller and Buyer shall enter into an engagement letter with the Accounting Firm, including customary indemnity, confidentiality and other provisions.

(c) Access; Cooperation. From and after the date of the delivery of the Closing Statement until the time that the Final Purchase Price is finally determined pursuant to Section 2.5(b), Buyer shall, and shall cause the Company and its Subsidiaries to, make their Contracts, books and records (including accounting or financial records), personnel and accountants available to Seller and its Representatives and the Accounting Firm at reasonable times (and Buyer shall cooperate with and provide reasonable assistance to, and shall cause the personnel and accountants of Buyer and the Company and its Subsidiaries to cooperate with and

provide reasonable assistance to, Seller and its Representatives and the Accounting Firm) as necessary for the review by Seller or review by the Accounting Firm, as applicable, of the Closing Statement, and the resolution of any Objections or Disputed Objections with respect to the Closing Statement. From and after the Closing, Buyer shall not take (and Buyer shall cause the Company and its Subsidiaries not to take) any actions with respect to the books, records (including accounting or financial records), policies or procedures of Buyer or the Company or any of its Subsidiaries intended to obstruct, prevent or interfere with the review or evaluation of the Closing Statement and the resolution of any Objections or Disputed Objections with respect to the Closing Statement.

(d) Post-Closing Adjustment.

(i) If the (x) Purchase Price as finally determined pursuant to Section 2.5(b) (the "Final Purchase Price") is less than (y) the Estimated Purchase Price, then, within ten (10) Business Days after the date on which the Final Purchase Price is determined pursuant to Section 2.5(b), Buyer and Seller shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to disburse to Buyer from the Transaction Escrow Account an amount equal to such difference, after giving effect to any amounts due to Buyer in respect of any Tax disbursements in accordance with the Escrow Agreement; provided, that, if the amount of the Transaction Escrow Account, is insufficient to disburse to Buyer the entire amount payable to Buyer pursuant to this Section 2.5(d)(i), then such deficit shall be payable directly by Seller to Buyer.

(ii) If the (x) Final Purchase Price is more than (y) the Estimated Purchase Price as determined pursuant to Section 2.5(b), then, within ten (10) Business Days after the date on which the Final Purchase Price is determined pursuant to Section 2.5(b), Buyer shall pay, within ten (10) Business Days of such determination to Seller the amount of such excess.

(e) Accounting Procedures. The Estimated Closing Statement, the Closing Statement and the determinations and calculations contained therein shall be prepared and calculated in accordance with this Agreement and the Accounting Methodology, including appropriate adjustments, as if the Closing were at a fiscal year-end and shall be consistent with the sample calculation and methodology set forth on Exhibit B hereto.

(f) Payments. All payments to be made pursuant to this Section 2.5 shall be made by wire transfer of immediately available funds free of costs and charges to an account that the recipient has designated in writing at least one (1) Business Day prior to the date on which such payment is to be made.

(g) Adjustments for Tax Purposes. Any payments made pursuant to this Section 2.5 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law. Notwithstanding any provision hereof to the contrary, Buyer and any of its Affiliates and any of their assigns (as appropriate) shall be entitled to deduct and withhold from any consideration otherwise payable in respect of each Share under the terms of this Agreement, such amounts as it is required to deduct and withhold pursuant to any provision of Law related to or regarding Taxes. To the extent that amounts are

so withheld under any provision of this Agreement, such withheld amounts (i) shall be remitted to the applicable Governmental Authorities in accordance with applicable Law and (ii) shall be treated for all purposes of this Agreement as having been paid to the recipient or recipients in respect of which such deduction and withholding was made to the extent such payment is remitted to the applicable Governmental Authorities.

SECTION 2.6. Final IBNR and ACA Adjustments.

(a) IBNR and ACA Closing Statement.

(i) Within sixty (60) days after the Final IBNR and ACA Adjustment Time, Buyer shall prepare and deliver to Seller a statement (the "IBNR and ACA Closing Statement"), certified by a duly authorized representative, setting forth Buyer's good faith calculation of the IBNR as of the Adjustment Time, calculated utilizing sound actuarial principles and methodologies and taking into account the actual paid claims by the Company and its Subsidiaries between the Adjustment Time and the Final IBNR and ACA Adjustment Time (such amount, the "Actual IBNR Amount"). The IBNR and ACA Closing Statement will also set forth the ACA Amount calculated as of the Final IBNR and ACA Adjustment Time, including supporting detail related to such calculation setting forth the ACA Related Assets and the ACA Related Liabilities of the Regulated Entities paid or received, as applicable, by the Company and its Subsidiaries between the Adjustment Time and the Final IBNR and ACA Adjustment Time, related to periods prior to the Adjustment Time, and including for purposes of such calculation a good faith estimate of the value of any uncollected or unpaid ACA Related Assets and ACA Related Liabilities related to periods prior to the Adjustment Time, but not including any Risk Corridor Receivables, as applicable, by the Company and its Subsidiaries (such amount, the "Actual ACA Amount"). The IBNR and ACA Closing Statement will also set forth a recalculation of the Final Purchase Price only based upon use of the Actual IBNR Amount and the Actual ACA Amount versus the use of the Estimated IBNR Amount and the Estimated ACA Amount (such recalculated amount, the "Final IBNR and ACA Adjusted Purchase Price"). The IBNR and ACA Closing Statement shall include such financial records as reasonably necessary to substantiate the Actual IBNR Amount, the Actual ACA Amount and the Final IBNR and ACA Adjusted Purchase Price. The Actual IBNR Amount and the Actual ACA Amount shall collectively be referred to herein as the "Actual IBNR and ACA Amounts".

(ii) Within thirty (30) days following receipt by Seller of the IBNR and ACA Closing Statement (the "IBNR and ACA Review Period"), Seller shall deliver written notice (an "IBNR and ACA Objection Notice") to Buyer of any dispute Seller has with respect to the preparation or content of the IBNR and ACA Closing Statement, setting forth in reasonable detail the specific items of the IBNR and ACA Closing Statement to which each objection relates and the basis for each such objection. If Seller does not deliver an IBNR and ACA Objection Notice within the IBNR and ACA Review Period, then the IBNR and ACA Closing Statement and any amount, determination or calculation therein of the Actual IBNR and ACA Amounts and the Final IBNR and ACA Adjusted Purchase Price shall be final, conclusive and binding on the parties. If an IBNR and ACA Objection Notice is delivered within the IBNR and ACA Review Period, Seller and Buyer shall negotiate in good faith to resolve each dispute raised therein (each, an "IBNR and ACA Objection") during the thirty (30) days immediately following the delivery of the IBNR and ACA Objection Notice. If Seller and Buyer, notwithstanding such good faith

efforts, fail to resolve any IBNR and ACA Objection within such thirty (30) day period (each, a "IBNR and ACA Disputed Objection"), then Seller and Buyer shall jointly engage the Accounting Firm to resolve only the IBNR and ACA Disputed Objections (acting as an expert and not an arbitrator) in accordance with this Agreement. Buyer and Seller shall each provide their written position statements and supporting documentation and materials to the Accounting Firm and the other party within thirty (30) days of having engaged the Accounting Firm. Each party shall provide their replies to such position statements and materials to the Accounting Firm and the other party within thirty (30) days of the last day the original position statements and materials were provided by either party. The Accounting Firm shall thereafter determine the issue as soon as practicable thereafter (but in any event within thirty (30) days after such engagement of the Accounting Firm). Seller and Buyer shall use reasonable best efforts to cause the Accounting Firm to deliver a written report within such thirty (30) day period containing its calculation of (A) the IBNR and ACA Disputed Objections (which calculation shall not be a value greater than the greatest value for such IBNR and ACA Disputed Objection claimed by Seller or Buyer nor smaller than the smallest value for such IBNR and ACA Disputed Objection claimed by Seller or Buyer) and (B) the Final IBNR and ACA Adjusted Purchase Price which should include the Actual IBNR and ACA Amounts based upon items not in dispute and the IBNR and ACA Disputed Objections determined by the Accounting Firm. All IBNR and ACA Objections that are resolved between Seller and Buyer and all IBNR and ACA Disputed Objections that are determined by the Accounting Firm will be final, conclusive and binding on the parties and may be entered in any court of competent jurisdiction, and each of the parties agrees that it shall not have any right to, and shall not, institute any Action or Proceeding of any kind challenging such determination or with respect to the matters that are the subject of this Section 2.6. The other party's only defense to such a request for enforcement shall be fraud by or upon the Accounting Firm. Absent such fraud, such other party shall reimburse the party seeking enforcement for all of its expenses related to the enforcement of the Accounting Firm's determination. The terms of appointment of the Accounting Firm shall be as agreed upon between Seller and Buyer, and any related costs and expenses of the Accounting Firm shall be borne by Buyer and Seller in the proportions determined in accordance with the methodology set forth in Section 2.5(b).

(b) Access; Cooperation. From and after the date of the delivery of the IBNR and ACA Closing Statement until the time that the Final IBNR and ACA Adjusted Purchase Price and Actual IBNR and ACA Amounts are finally determined pursuant to Section 2.6(a), Buyer shall, and shall cause the Company and its Subsidiaries to, make its Contracts, books and records (including accounting or financial records), personnel and accountants available to Seller and its Representatives and the Accounting Firm at reasonable times (and Buyer shall cooperate with and provide reasonable assistance to, and shall cause the personnel and accountants of Buyer and the Company and its Subsidiaries to cooperate with and provide reasonable assistance to, Seller and its Representatives and the Accounting Firm) for the purpose of conducting the review by Seller or review by the Accounting Firm, as applicable, of the IBNR and ACA Closing Statement, the determination of the Final IBNR and ACA Adjusted Purchase Price and Actual IBNR and ACA Amounts, and the resolution of any IBNR and ACA Objections or IBNR and ACA Disputed Objections with respect to the IBNR and ACA Closing Statement. From and after the Closing, Buyer shall not take (and Buyer shall cause the Company and its Subsidiaries not to take) any actions with respect to the books, records (including accounting or financial records), policies or procedures of Buyer or the Company or

its Subsidiaries intended to obstruct, prevent or interfere with the review or evaluation of the IBNR and ACA Closing Statement, the determination of the Final IBNR and ACA Adjusted Purchase Price and Actual IBNR and ACA Amounts, and the resolution of any IBNR and ACA Objections or IBNR and ACA Disputed Objections with respect to the IBNR and ACA Closing Statement.

(c) IBNR and ACA Adjustment.

(i) If the Estimated IBNR Amount differs from the Actual IBNR Amount as determined pursuant to Section 2.6(a) or the Estimated ACA Amount differs from the Actual ACA Amount as determined pursuant to Section 2.6(a) and if such difference(s) result in the Final IBNR and ACA Adjusted Purchase Price being less than the Final Purchase Price, then, within ten (10) Business Days after the date on which the Final IBNR and ACA Adjusted Purchase Price is determined pursuant to Section 2.6(a), Buyer and Seller shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to disburse to Buyer from the Transaction Escrow Account an amount equal to such difference, after giving effect to any amounts due to Buyer in respect of any Tax disbursements in accordance with the Escrow Agreement; provided, that, if the amount of the Transaction Escrow Account is insufficient to disburse to Buyer the entire amount payable to Buyer, then such deficit shall be payable directly by Seller to Buyer.

(ii) If the Estimated IBNR Amount differs from the Actual IBNR Amount as determined pursuant to Section 2.6(a) or the Estimated ACA Amount differs from the Actual ACA Amount as determined pursuant to Section 2.6(a) and if such difference(s) results in the Final IBNR and ACA Adjusted Purchase Price being more than the Final Purchase Price, then, within ten (10) Business Days after the date on which the Final IBNR and ACA Adjusted Purchase Price is determined pursuant to Section 2.6(a), Buyer shall pay such difference to Seller.

(d) Payments. All payments to be made pursuant to this Section 2.6 shall be made by wire transfer of immediately available funds free of costs and charges to an account that the recipient has designated in writing at least one (1) Business Day prior to the date on which such payment is to be made.

(e) Adjustments for Tax Purposes. Any payments made pursuant to this Section 2.6 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law. Notwithstanding any provision hereof to the contrary, Buyer and any of its Affiliates and any of their assigns (as appropriate) shall be entitled to deduct and withhold from any consideration otherwise payable in respect of each Share under the terms of this Agreement, such amounts as it is required to deduct and withhold pursuant to any provision of Law related to or regarding Taxes based on amounts owed by Seller due to Seller's sale of the Shares to Buyer. To the extent that amounts are so withheld under any provision of this Agreement, such withheld amounts (i) shall be remitted to the applicable Governmental Authorities in accordance with applicable Law and (ii) shall be treated for all purposes of this Agreement as having been paid to the recipient or recipients in respect of which such deduction and withholding was made to the extent such payment is remitted to the applicable Governmental Authorities.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLER

Except as set forth in the Company Disclosure Schedules, Seller and the Company hereby represent and warrant to Buyer as follows:

#### SECTION 3.1. Organization and Good Standing.

(a) Each of the Company and its Subsidiaries and Seller (i) is duly organized or incorporated, validly existing and in good standing under the laws of the State of Colorado and (ii) has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

(b) Each of the Company and its Subsidiaries and Seller is duly qualified or licensed as a foreign corporation to do business, and is in good standing (or equivalent status), in each jurisdiction where the character of properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except in each case, for any such failure that would not, individually or in the aggregate have a Company Material Adverse Effect.

(c) The Company has delivered or made available to Buyer complete and correct copies of the organizational documents of the Company, its Subsidiaries and MH as amended to date. Section 3.1(c) of the Company Disclosure Schedules sets forth (i) each jurisdiction in which the Company and each of its Subsidiaries is qualified or licensed as a foreign corporation to do business and (ii) a list of the directors, managers and officers of the Company and its Subsidiaries, including the office(s) held by each such Person.

SECTION 3.2. Ownership. Following the Conversion, Seller will be the sole record and beneficial owner of all of the Shares and will have good and valid title to, all of the issued and outstanding Shares, free and clear of any Lien, but subject to restrictions under applicable federal and state securities laws. On the Closing Date, Seller shall transfer to Buyer good and valid title to the Shares free and clear of all Liens, options, proxies, voting trusts or agreements and other restrictions and limitations of any kind, other than applicable federal and state securities law restrictions. Following the Conversion, the Seller will indirectly own, by virtue of its ownership in the Company, forty-five percent (45%) of the membership interests of MH, free and clear of any Lien but subject to restrictions under applicable federal and state securities laws or under the Monument Operating Agreement.

#### SECTION 3.3. Capitalization; Indebtedness.

(a) The authorized, issued and outstanding capital stock, membership interests or other equity securities of the Company, each of its Subsidiaries and MH, and the beneficial and record ownership thereof, (i) as of the date of this Agreement and (ii) immediately following the effectiveness of the Conversion, is set forth in Section 3.3(a) of the Company Disclosure Schedules. All outstanding shares, membership interests or other equity securities of the Company, its Subsidiaries and MH are duly authorized and validly issued, and,

to the extent applicable, fully paid and nonassessable except as otherwise provided in the Monument Operating Agreement.

(b) Except as set forth in Section 3.3(b) of the Company Disclosure Schedules or the Monument Operating Agreement, there are (i) no outstanding shares of capital stock of, or other equity, membership or voting interests in, the Company or any of its Subsidiaries, (ii) no outstanding securities of the Company or any of its Subsidiaries convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company or any of its Subsidiaries, (iii) no outstanding options, warrants, rights or other commitments or agreement to acquire from the Company or any of its Subsidiaries or that obligate the Company or any of its Subsidiaries to issue or register, or that restrict the transfer or voting of, any capital stock of, or other equity, membership or voting interests in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity, membership or voting interests in, the Company or any of its Subsidiaries, (iv) no obligations of the Company or any of its Subsidiaries to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security, preemptive rights, rights of first refusal or offer, conversion rights, exchange rights or other similar agreement or commitment relating to any capital stock of, or other equity, membership or voting interests (including any voting debt) in, the Company or any of its Subsidiaries, (v) no dividends or similar distributions which have accrued or been declared but are unpaid on the capital stock, membership interests or other equity securities of the Company or any of its Subsidiaries and neither the Company nor any of its Subsidiaries is subject to any obligation (contingent or otherwise) to pay any dividend or otherwise to make any distribution or payment to any current or former holder of the Company's or any of its Subsidiaries, capital stock, membership interests or other equity securities, (vi) no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any securities of the Company or its Subsidiaries or dividends paid thereon or revenues, earnings, or financial performance or any other attribute of the Company or any of its Subsidiaries, (vii) no outstanding or authorized stock appreciation, phantom stock, profit participation, membership or similar rights with respect to the Company, any of its Subsidiaries or MH and (viii) with the exception of shares in publicly traded companies, no outstanding shares of capital stock of, or other equity, membership or voting interests in any Person that are held directly or indirectly, beneficially or equitably, by the Company or any of its Subsidiaries (other than as set forth in clause (i) above). Except as set forth in Section 3.3(b) of the Company Disclosure Schedules, there are no outstanding agreements of any kind which obligate the Company, any of its Subsidiaries or MH to repurchase, redeem or otherwise acquire any securities of the Company, any of its Subsidiaries or MH or obligate the Company, any of its Subsidiaries or MH to grant, extend, or enter into any such agreement.

(c) Except as set forth in Section 3.3(c) of the Company Disclosure Schedules or the Monument Operating Agreement, neither the Company nor any of its Subsidiaries nor MH is a party to any agreement restricting the transfer of, relating to the voting of, requiring registration of, or granting any preemptive rights, antidilutive rights or rights of first refusal or similar rights with respect to any interest or securities of the Company or any of its Subsidiaries.

(d) Other than the Indebtedness as set forth in Section 3.3(d) and Section 3.8(a) of the Company Disclosure Schedules, the Company, its Subsidiaries and MH have no

other outstanding Indebtedness. There exists no Indebtedness owed by Seller to the Company, any of its Subsidiaries or MH or by the Company, any of its Subsidiaries or MH to Seller.

SECTION 3.4. Authorization. Each of Seller and the Company has all requisite power and authority to enter into and, subject to the Company Consents and Approvals to consummate the transactions (including the Conversion), and to carry out their respective obligations under this Agreement. The execution, delivery and performance by Seller and the Company of this Agreement has been duly authorized by all requisite action on the part of such Persons, and, subject to the satisfaction or waiver of the conditions set forth in Article VI of this Agreement, no other proceedings on the part of such Persons are requisite to authorize the execution, delivery and performance thereof by such Person.

SECTION 3.5. Enforceability. This Agreement has been duly and validly executed and delivered by Seller and the Company and constitutes a valid and binding obligation, enforceable against Seller and the Company in accordance with its terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.6. Consents and Approvals from Governmental Authorities. The execution and delivery by Seller and the Company of this Agreement and the performance and consummation by Seller and the Company of the transactions (including the Conversion) contemplated hereby, as applicable, will not require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except those consents, approvals, authorizations and other actions set forth in Section 3.6 of the Company Disclosure Schedules ("Company Consents and Approvals").

SECTION 3.7. No Conflicts. Except as set forth in Section 3.7 of the Company Disclosure Schedules, the execution, delivery or performance by Seller and the Company of this Agreement does not, and the consummation of the transactions (including the Conversion) contemplated hereby and compliance by Seller and the Company with the terms hereof will not: (a) materially violate or conflict with any provision of the certificate of incorporation or by-laws or similar organizational documents of Seller, the Company or any of its Subsidiaries, (b) materially violate, conflict with, or result in the material breach of or constitute a material default (or an event which with notice or lapse of time or both would become a default) under, or give rise to a right of acceleration, purchase, sale cancellation, modification or termination under, or require any consent, approval, authorization, notification or other action, or result in a right of termination, purchase, sale, cancellation, modification or acceleration under any of its Contracts or Permits (assuming the receipt and effectiveness of, and the compliance with, all Company Consents and Approvals) to which Seller, the Company or any of its Subsidiaries is a party or by which any of them are bound or affected, (c) materially violate or conflict with any Order or Law applicable to Seller, the Company, its Subsidiaries or their respective properties or assets (assuming the receipt and effectiveness of, and the compliance with, all Company Consents and Approvals) or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of Seller, the Company, any of its Subsidiaries or MH.

SECTION 3.8. Financial Statements; No Undisclosed Liabilities.

(a) Section 3.8(a) of the Company Disclosure Schedules contains a complete and correct copy of (i) the audited balance sheets, statements of earnings, statements of changes in stockholder's equity and statements of cash flows, including the notes thereto, of certain of the Company's Subsidiaries that are not Regulated Entities as of December 31, 2015, December 31, 2014 and December 31, 2013 (collectively, the "Company Audited Financial Statements"), (ii) the unaudited balance sheets, statements of earnings, statements of changes in stockholder's equity and statements of cash flows as of May 31, 2016 of the Company and its Subsidiaries (collectively, the "Company Unaudited Financial Statements") and (iii) the statutory financial statements of each of the Regulated Entities as filed with the applicable Governmental Authorities, in each case, as of and for the years ended December 31, 2015, December 31, 2014 and December 31, 2013 (together with all exhibits and schedules thereto, the "Statutory Statements," and, together with the Company Audited Financial Statements and the Company Unaudited Financial Statements, the "Company Financial Statements").

(b) The Statutory Statements have been prepared in accordance with SAP and the Company Financial Statements (except for the Statutory Statements) have been prepared in accordance with GAAP or SAP, as applicable, in each case, from the books of account and other financial records of the Company and its Subsidiaries, as at the dates and for the periods presented, consistently applied by the Company, and fairly and accurately present, in all material respects, the financial condition, results of operations and cash flows of the Company and its Subsidiaries as of the respective dates thereof and for the respective periods presented therein, subject (x) in the case of the Company Audited Financial Statements, to the notes thereto, and (y) in the case of the Company Unaudited Financial Statements, to the absence of notes thereto and to normal year-end actual adjustments (none of which year-end adjustments would, alone or in the aggregate, be material to the Company or any of its Subsidiaries).

(c) Except as set forth in Section 3.8(c) of the Company Disclosure Schedules, neither the Company nor any of its Subsidiaries has any monetary Liabilities except (i) Liabilities less than \$500,000, individually or in the aggregate, (ii) Liabilities specifically reflected or reserved against in the Company Financial Statements, (iii) Liabilities incurred in the ordinary course of business and consistent with past practice, which would be considered normal and usual in nature and amount, and since May 31, 2016, which are not, individually or in the aggregate, material in amount and none of which is a material Liability arising from a breach of contract, breach of warranty, tort, infringement, action or a violation of Law, (iv) Liabilities arising under this Agreement or any of the other agreements or documents to be executed in connection herewith or the transactions contemplated hereby or thereby or (v) Liabilities arising from executory, non-monetary performance obligations under Contracts to which the Company or any of its Subsidiaries entered into in the ordinary course of business other than any such Liabilities resulting from a breach of such Contracts.

(d) The Company and its Subsidiaries maintain, and since January 1, 2014, have maintained, systems of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP or SAP, as applicable, in all material

respects, including but not limited to internal accounting controls sufficient to provide reasonable assurance that: (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit the preparation of financial statements of the Company and its Subsidiaries in conformity with GAAP or SAP, as applicable, and maintain accountability for assets; and (C) the recorded accountability for assets is maintained at reasonable intervals and appropriate action is taken with respect to any differences. Since January 1, 2014 (i) no complaints from any source outside the Company or its Subsidiaries regarding accounting, internal accounting controls or auditing matters relating to the Company or any of its Subsidiaries, and (ii) no concerns from any employees of the Company or its Subsidiaries regarding questionable accounting or auditing matters relating to the Company or its Subsidiaries, have been received, in writing, by the Company or any of its Subsidiaries or, by members of the senior management of the Company or its Subsidiaries except for decisions regarding non-material accounting and auditing matters addressed in the ordinary course of business. There are no significant deficiencies or material weaknesses (as such term is defined in Regulation S-X of the Securities Act) in the Company and its Subsidiaries' internal controls likely to adversely affect the Company and its Subsidiaries' ability to record, process, summarize and report financial information. There has not been any fraud, whether or not material, that involves management or other employees of the Company and its Subsidiaries who have a role in its internal controls over financial reporting.

(e) Section 3.8(e) of the Company Disclosure Schedules sets forth an accurate and complete list of all bank accounts and safe deposit boxes of the Company and its Subsidiaries, the number of each such account or box, and the names of the Persons authorized to draw on such accounts or to access such boxes. All cash in such accounts is held in demand deposits and is not subject to any restriction as to withdrawal, except for ordinary and customary restrictions applicable to such types of accounts.

~~(f) Section 3.8(f) of the Company Disclosure Schedules sets forth an~~ complete and correct list of all of the holdings of the Company and its Subsidiaries in investments securities, including but not limited to (i) corporate bonds (ii) equity securities (whether or not publicly traded), (iii) investments in mutual funds, index funds, hedge funds, venture capital funds and private equity funds, (iv) commodities or commodity linked securities, (v) hedging activities and (vi) any derivative securities such as options, warrants or exchange traded funds.

(g) The accounts receivable and other receivables reflected on the Company Financial Statements, and those arising in the ordinary course of business after the date thereof, (i) are calculated in accordance with GAAP or SAP, as applicable, in all material respects, (ii) are valid receivables that have arisen from bona fide transactions in the ordinary course of business, (iii) are not, to the Knowledge of the Company, subject to any counterclaims, setoffs, adjustments, defenses, security interests or Liens (other than Permitted Liens) and (iv) have not been factored or sold.

(h) Section 3.8(h) of the Company Disclosure Schedules sets forth an accurate and complete list of all surety bonds of the Company or any of its Subsidiaries and all guarantees of surety bonds of any Person made by the Company or any of its Subsidiaries,

including the amount thereof, the identity of the issuer, holder and any guarantor thereof (collectively, the "Outstanding Surety Bonds"). The Company and its Subsidiaries are in compliance in all material respects with the terms of the Outstanding Surety Bonds of the Company and any of its Subsidiaries and, to the Knowledge of the Company, each other Person that is a party to any Outstanding Surety Bonds is in compliance in all material respects with each Outstanding Surety Bond to which the Company or its Subsidiaries is a guarantor. The execution, delivery or performance by Seller and the Company of this Agreement does not, and the consummation of the transactions (including the Conversion) contemplated hereby and compliance by Seller and the Company with the terms hereof will not result in or give rise to a right of forfeiture, payment, acceleration, termination under, or require any consent, approval, authorization, notification or other action under any Outstanding Surety Bonds to which the Company or any of its Subsidiaries is a party or by which any of them are bound or affected (including as a guarantor).

(i) The reserves set forth in the Company Financial Statements are sufficient to fully meet the obligations, and satisfy any related Liabilities, of the Company in connection with any audit by CMS of the Medicare Cost Contract conducted prior to December 31, 2017.

#### SECTION 3.9. Litigation

(a) Except as set forth in Section 3.9(a)(i) of the Company Disclosure Schedules, there are no Actions or Proceedings (x) pending for which the Company or its Subsidiaries have received notice or otherwise have knowledge thereof, or (y) to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries or any of their respective properties, assets, operations or rights, at law or in equity, by any Person or before any Governmental Authority. Neither the Company nor any of its Subsidiaries is subject to any outstanding Order or consent decree or other similar agreement, and, to the Knowledge of the Company, no such Order, or consent decree or other similar agreement is threatened, with or by any Governmental Authorities. ~~No Action or Proceeding has been instituted or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries before any Governmental Authority by any Person (including any public authority) seeking to restrain or prohibit the execution and delivery by the Company of this Agreement or the consummation of the transactions contemplated hereby.~~ Except as set forth in Section 3.9(a)(i) of the Company Disclosure Schedules and except for all Actions or Proceedings or Orders concerning Enrollee benefits under any health plans and any Medicaid contract Actions, there is not currently, and since January 1, 2014 there has not been, any Action or Proceeding against the Company or its Subsidiaries or relating to the Company or its Subsidiaries that is, or was, not fully covered by the insurance policies referenced in Section 3.19 of the Company Disclosure Schedules (subject to any applicable deductible). Section 3.9(a)(ii) of the Company Disclosure Schedules sets forth all Actions or Proceedings or Orders as of June 30, 2016 concerning Enrollee benefits under any health plans and any Medicaid contract Actions.

(b) There are no Actions or Proceedings pending or, to the Knowledge of the Company, threatened against Seller or any of its Affiliates by or before any Governmental Authorities or any Person which would reasonably be expected to have a material adverse effect on the ability of Seller to consummate the transactions contemplated hereby. Seller is not subject to any outstanding Order which would reasonably be expected to have a material

adverse effect on the ability of Seller to consummate the transactions contemplated hereby. To the Knowledge of the Company, no Action or Proceeding has been instituted against Seller before any Governmental Authorities by any Person (including any public authority) seeking to restrain or prohibit the execution and delivery by Seller of this Agreement or the consummation of the transactions contemplated hereby.

SECTION 3.10. Compliance with Laws; Permits.

(a) The Company and its Subsidiaries are, and since January 1, 2014 have been, in material compliance with all Laws and Orders applicable to the Company and its Subsidiaries. Except as set forth in Section 3.10(a) of the Company Disclosure Schedules, neither the Company nor any of its Subsidiaries nor their officers nor directors has since January 1, 2014, received any notice, Order, complaint or other communication from any Governmental Authorities or any other Person regarding any actual or alleged material violation of any Law or Order applicable to it. No Governmental Authorities have instituted, implemented, taken or to the Knowledge of the Company threatened to take, and to the Knowledge of the Company, no Governmental Authorities intend to take, any other action the effect of which, individually or in the aggregate, would constitute a Company Material Adverse Effect.

(b) Section 3.10(b) of the Company Disclosure Schedules sets forth a complete and correct list of all material Permits that are necessary for the operations of the Company and its Subsidiaries, or necessary to own, lease and operate their respective properties. All such Permits have been duly obtained and are in full force and effect. Each of the Company and its Subsidiaries is and has been in compliance in all material respects with such Permits and no event has occurred or circumstances exist that (with or without the lapse of time or the giving of notice, including as a result of the transactions contemplated by this Agreement) would reasonably be expected to constitute or result in the Company's or any of its Subsidiaries' material failure, default or violation under any of such Permits, or that could reasonably be expected to result in any loss, expiration, or termination of any such Permit, and there are no Actions or Proceedings pending or, to the Knowledge of the Company, threatened in writing relating to the suspension, failure to renew, revocation, withdrawal, penalty, payment, fine or modification of any such Permits. The execution and delivery of this Agreement and the consummation of the transactions (including the Conversion) contemplated hereby will not adversely affect, in any material respect, any such Permits or result in the revocation, cancellation, suspension or modification, in any material respect, of any such Permits, such that all such Permits shall be available for use by Buyer or the Company and its Subsidiaries immediately after the Closing (subject to obtaining the Company Consents and Approvals), in each case, to the same extent such Permits were available for use by the Company and its Subsidiaries immediately prior to the Closing and the Conversion.

(c) None of the Company or any of its Subsidiaries, or to the Knowledge of the Company, any officer, director, employee or agent of any of the foregoing, have (i) offered, authorized, promised, made or agreed to make gifts of money, other property or similar benefits or contributions (other than incidental gifts or articles of nominal value) to any actual or potential customer, provider, supplier, governmental employee, Governmental Authorities or other Person in a position to assist or hinder the Company or any of its Subsidiaries in

connection with any actual or proposed transaction or to any political party, political party official or candidate for federal, state or local public office in violation of any Law or (ii) maintained any unrecorded fund or asset of the Company or any of its Subsidiaries for any improper purpose or made any intentional false entries on its books and records for any reason.

SECTION 3.11. Taxes. Except as set forth in Section 3.11 of the Company Disclosure Schedules:

(a) Each of the Company and its Subsidiaries has timely filed all Tax Returns required to be filed by it (taking into account any extensions of time to file granted or obtained). All Tax Returns filed by the Company and its Subsidiaries are accurate, complete, and correct in all material respects and no such Tax Return contains, or was required to contain (in order to avoid a material penalty) a disclosure statement under Section 6662 of the Code or any predecessor provision or comparable provision of state, local or foreign Law. Each of the Company and its Subsidiaries is and has been in compliance in all material respects with all applicable Laws pertaining to Taxes, including all applicable Laws relating to record retention and in all material respects with all rules and regulations relating to the withholding of Taxes. Each of the Company and its Subsidiaries has timely paid or provided for payment of all Taxes that have become due or payable (whether or not shown on a Tax Return) and all Taxes that the Company or its Subsidiaries are (or were) required by Law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, member, partner or other third party have been duly withheld or collected, and have been paid over to the proper authorities to the extent due and payable. The Company and its Subsidiaries (i) have provided adequate accruals (without taking into account any reserve for deferred Taxes) in the most recent Company Unaudited Financial Statements for any Taxes that have not been paid but were owed or accrued as of the date of the most recent Company Unaudited Financial Statements, whether or not shown as being due on any Tax Returns, and (ii) other than Taxes incurred in the ordinary course of business, neither the Company nor any of its Subsidiaries has any ~~Liability for any unpaid material amount of Taxes accruing after the date of the most recent Company Unaudited Financial Statements and the accruals for deferred Taxes reflected in the most recent Company Unaudited Financial Statements are adequate in all material respects to cover any deferred Tax Liability of the Company and its Subsidiaries determined in accordance with GAAP through the date of this Agreement.~~

(b) The Company is a tax-exempt organization within the meaning of Section 501(c)(4) of the Code, and the Company as such a tax-exempt organization is in material compliance with all applicable laws pertaining to such tax-exempt status, including (without limitation) requirements as to the prohibitions on impermissible private benefit and inurement. No claim for assessment or collection of Taxes is presently being asserted against the Company or any of its Subsidiaries. There is no presently pending audit examination, request for information, refund claim, litigation, proceeding, proposed adjustment or matter in controversy with respect to any Taxes of or with respect to the Company or any of its Subsidiaries.

(c) There are no Liens for Taxes, other than encumbrances for current Taxes not yet due and payable upon the assets of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to or bound by any tax indemnity, tax sharing or tax allocation agreement.

(d) Neither the Company nor any of its Subsidiaries has executed or entered into with, or received from (or prior to the close of business on the Closing Date will execute or enter into with, or receive from) any Taxing Authority (i) any agreement, waiver or other document extending or having the effect of extending or waiving the period for assessments or collection of any Taxes for which any of the Company or any of its Subsidiaries would or could be liable, (ii) any closing agreement pursuant to Code Section 7121, or any predecessor provision thereof or any similar provision of state, local or foreign Tax Law that relates to the assets or operations of any of the Company or any of its Subsidiaries, or (iii) any private letter ruling or private letter ruling request.

(e) Neither the Company nor any of its Subsidiaries has requested or granted any waiver of any federal, state, local or foreign statute of limitations with respect to, or any extension of a period for the assessment of any Tax.

(f) Since January 1, 2010, no claim has been made or, to the Knowledge of the Company, threatened by a Taxing Authority in a jurisdiction where either the Company or any of its Subsidiaries has never filed Tax Returns asserting that such Person is or may be subject to Taxes imposed by that jurisdiction.

(g) Neither the Company nor any Subsidiary has participated in any "reportable transaction" or any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4.

(h) Neither the Company nor any Subsidiary has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A)) of the Code (i) in a distribution of shares described in Section 355 of the Code in the two (2) years prior to the date of this Agreement or (ii) in a distribution that could otherwise be reasonably expected to constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code).

(i) Neither the Company nor any Subsidiary is or ever has 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.

(j) The net operating losses or other Tax attributes of the Company and its Subsidiaries are not currently subject to any limitation under Sections 382, 383 or 384 of the Code. The net operating loss carryforward from the year ended December 31, 2015 of the Company and its Subsidiaries is, as set forth on Section 3.11(j) of the Company Disclosure Schedules.

(k) Neither the Company nor any Subsidiary has any Liability for the Taxes of any Person (other than the Company or its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

(l) Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any Post-Closing Tax Period as a result of any (i) change in accounting method for any Pre-Closing

Tax Period or Pre-Closing Straddle Period under Code Section 481 (or any similar provision of U.S. state, local or non-U.S. Tax Law) made prior to the Closing; (ii) deferred intercompany gain described in the Treasury Regulations under Code Section 1502 (or any similar provision of U.S. state, local or non-U.S. Tax Law) arising from any transaction that occurred prior to the Closing; (iii) installment sale or open transaction disposition made prior to the Closing; or (iv) prepaid amount received outside the ordinary course of business prior to the Closing.

SECTION 3.12. Environmental Matters.

(a) Except as set forth in Section 3.12 of the Company Disclosure Schedules:

(i) the Company and its Subsidiaries are in compliance in all material respects with all Environmental Laws;

(ii) the Company and its Subsidiaries have not received from any Person any (A) Environmental Notice or Environmental Claim, (B) written request for information pursuant to Environmental Law, or (C) other claims, demands or notices by any Person alleging liability or noncompliance with any Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the date of this Agreement;

(iii) the Company and its Subsidiaries has obtained and is in material compliance with all Environmental Permits necessary for the ownership, lease, operation or use of the business or assets of the Company and its Subsidiaries;

(iv) there has been no Release of Hazardous Materials by the Company in contravention of Environmental Laws with respect to the business of the Company and its Subsidiaries or any Real Property;

(v) neither the Company nor any of its Subsidiaries has received an Environmental Notice that any Real Property has been contaminated with any Hazardous Material which would reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Laws or term of any Environmental Permit by, the Company or its Subsidiaries; and

(vi) no underground storage tanks are present at in or under any of the Owned Real Property and, to the Knowledge of the Company, no asbestos, polychlorinated biphenyls, lead-based paint or toxic mold are present at, in, on or under any of the Real Property, and the presence and use of Hazardous Materials at the Real Property have been limited to those types and amounts typical of office environments and home care agencies.

(b) The representations and warranties set forth in this Section 3.12 are the Company's sole and exclusive representations and warranties regarding environmental matters.

SECTION 3.13. Employee Benefits.

(a) Section 3.13(a) of the Company Disclosure Schedules sets forth a complete and correct list of (i) all "employee benefit plans" (as defined in Section 3(3) of

ERISA) (including "multiemployer plans" within the meaning of Section 3(37) of ERISA) and (ii) all bonus, stock option, stock purchase, benefit, incentive compensation, profit sharing, savings, retirement, disability, insurance, vacation, incentive, deferred compensation, supplemental retirement, severance, retention, change of control, other equity or equity-based compensation, employment, pension, death benefit, hospitalization, medical, collective bargaining, and other similar fringe or employee benefit plans, programs, policies or arrangements, written or otherwise, sponsored, maintained or contributed to or required to be maintained or contributed to by the Company or any of its Subsidiaries or with respect to which the Company or any of its Subsidiaries would reasonably be expected to have any present or future Liability for the benefit of or relating to any current or former employee, officer, director or consultant of the Company or any of its Subsidiaries or any of such individual's dependents (the "Employee Plans").

(b) The Company has made available to Buyer a complete and correct copy of (i) the plan document and trust agreements, if any, for each Employee Plan or, where such Employee Plan has not been reduced to writing, a description of such plan, (ii) the most recent summary plan description and any related summary of material modification required for an Employee Plan, (iii) the three (3) most recent annual reports on Form 5500 filed with the Internal Revenue Service and attached schedules for each disclosed Employee Plan where such report is required, (iv) the results of nondiscrimination testing for the three (3) most recently completed years for each disclosed Employee Plan where such testing is required, (v) the most recent Internal Revenue Service favorable determination letter of current Internal Revenue Service advisory or opinion letter for each Employee Plan intended to qualify under Section 401(a) of the Code, and (vi) all material correspondence with any Governmental Authorities with respect to any Employee Plan.

(c) Except as set forth in Section 3.13(c) of the Company Disclosure Schedules, all Employee Plans are in compliance with their terms and have been administered ~~in all material respects in form and operation in accordance with their terms and all with~~ applicable Law. Neither the Company nor any of its Subsidiaries has received any written claim or notice that any such Employee Plan is not in compliance with its terms and all applicable Laws, regulations, rulings and other authority issued thereunder. There are no Actions or Proceedings pending (other than routine claims for benefits) or, to the Knowledge of the Company, threatened against any Employee Plan. All contributions, premiums and other payments required by Law or any Employee Plan to have been made under any such plan to any fund, trust or account established thereunder or in connection therewith have been made by the due date thereof.

(d) To the Knowledge of the Company, with respect to any Employee Plan, there has not occurred any non-exempt "prohibited transaction," as such term is defined in Section 4975 of the Code or Section 406 of ERISA. Each Employee Plan intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to such effect or is entitled to rely on a current Internal Revenue Service advisory or opinion letter to such effect. No amendment has been made to any such Employee Plan since the date of its most recent favorable determination letter or its current advisory opinion or letter that could reasonably be expected to result in the disqualification of such Employee Plan, and no other event has occurred and no circumstances exist with respect to any

such Employee Plan which could reasonably be expected to adversely affect the qualification of such Employee Plan. No such Employee Plan is under audit or is the subject of an audit or other administrative proceeding by any Governmental Authorities, nor, to the Knowledge of the Company, is any such audit or other administrative proceeding threatened, nor, to the Knowledge of the Company, is any investigation by any Governmental Authorities pending or threatened.

(e) Except as set forth in the CEP Schedule or Section 3.13(e) of the Company Disclosure Schedules, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in the acceleration of vesting or payment, trigger any payment or funding, or increase the amount or value of any compensation, payment or benefits (including severance and unemployment compensation) to any current or former employee or consultant of the Company or any of its Subsidiaries. The CEP Schedule and Section 3.13(e) of the Company Disclosure Schedules shall also indicate any Company Employee Payables set forth therein that will be outstanding as of the Closing Date that have not been accrued for in full by the Company or its Subsidiaries, assuming for purposes thereof that the transactions contemplated hereby will be consummated. No provision of a benefit, acceleration, or amount to be paid with respect to any current or former employee of, or consultant or other service provider to, Seller, the Company or any of its Subsidiaries, would individually or in the aggregate, whether alone or in combination with any other event, will be an "excess parachute payment" (within the meaning of Code Section 280G).

(f) None of the Company, its Subsidiaries, nor any of their ERISA Affiliates, have ever participated in, maintained or been liable at any time for contributions to, nor do any of them have any Liability, contingent or otherwise, with respect to a plan that is or has been at any time subject to Title IV of ERISA, including a multiemployer plan, as defined in Section 3(37)(A) of ERISA. Neither the Company, its Subsidiaries, nor any ERISA Affiliate has ever participated in, maintained or been liable at any time for contributions to a "funded welfare plan" within the meaning of Section 419 of the Code, a "voluntary employee beneficiary association" as defined in Section 501(c)(9) of the Code, a "multiple-employer welfare arrangement" as defined in Section 3(40) of ERISA or "employee stock ownership plan" as defined in Code Section 4975(e)(7). Except as set forth in Section 3.13(f) of the Company Disclosure Schedules, neither the Company nor any of its Subsidiaries provides or has promised to provide (under an Employee Plan or otherwise) for post-employment or retiree health or life insurance (other than health continuation coverage required by Section 4980B of the Code or similar Law for which the covered individual pays the full cost of coverage).

(g) Except as set forth in Section 3.13(g) of the Disclosure Schedules, each Employee Plan or other contract, plan, program, agreement or arrangement that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code) has (i) been maintained and operated since January 1, 2005 in good faith compliance with Section 409A of the Code and all applicable Treasury Regulations promulgated thereunder so as to avoid any Tax, penalty or interest under Section 409A of the Code and, as to any such plan in existence prior to January 1, 2005, has not been "materially modified" (within the meaning of Internal Revenue Service Notice 2005-1) at any time after October 3, 2004, or has been amended in a manner that conforms with the requirements of Section 409A of the Code, and

(ii) since January 1, 2009, been in documentary and operational compliance with Section 409A of the Code and all applicable Internal Revenue Service guidance promulgated thereunder.

(h) Each Employee Plan that is also a “group health plan” for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, the “Affordable Care Act”) is in material compliance with the applicable terms of the Affordable Care Act. The Company and its Subsidiaries offer minimum essential health coverage, satisfying affordability and minimum value requirements, to its full time employees sufficient to prevent Liability for assessable payments under Code Sections 4980H(a) and 4980H(b). Each Employee Plan that is also a “group health plan” under the Affordable Care Act is operated in material compliance with: (1) market reform mandates set forth under Public Health Services Act Sections 2701 through 2709 and Sections 2711 through 2719A; (2) fees and reporting requirements for Patient-Centered Outcomes Research under Code Section 4376 and applicable regulations and transitional reinsurance under 45 C.F.R. Sections 153.10 through 153.420; (3) income exclusion provisions under Code Sections 105, 106 and 125; (4) information reporting rules as set forth under Code Sections 6051(a)(14), 6055 and 6056; and (5) standards for electronic transactions and operating rules under Social Security Act Sections 1171 and 1173.

(i) Neither the Company nor any ERISA Affiliate has ever maintained, established, sponsored, participated in, or contributed to any Employee Plan outside of the United States.

#### SECTION 3.14. Labor Matters.

(a) Section 3.14(a)(i) of the Company Disclosure Schedules sets forth a true, correct and complete listing of each Company Employee, including his or her respective name, job title or function, base pay, target bonus (if applicable), total bonus payment for each of the last two (2) completed years, commission rate (if applicable), total commissions paid for the last two (2) completed years, work location, full time or part time status, exempt or non-exempt status, temporary or permanent status, status as a regular or leased employee, status as an active or inactive employee, date of commencement of leave for each inactive employee, and reason for leave for each inactive employee as of the date of this Agreement (or as of a day within the period of the five (5) days prior to the date of this Agreement). Section 3.14(a)(ii) of the Company Disclosure Schedules sets forth a true, correct and complete listing of all independent contractors, consultants, and leased employees of the Company and its Subsidiaries and Affiliates substantially all of whose working time is spent serving in the Company as of the date of this Agreement (or as of a day within the period of the five (5) days prior to the date of this Agreement) (“Independent Contractors”).

(b) Except as set forth in Section 3.14(b) of the Company Disclosure Schedules, there are no Actions or Proceedings, including audits, requests for information, investigations, complaints, charges, or claims with respect to the Company Employees or Independent Contractors pending with or to the Knowledge of the Company threatened against the Company or any of its Subsidiaries or Affiliates with the Equal Employment Opportunity Commission, the Department of Labor, the U.S. Internal Revenue Service, the National Labor

Relations Board, or any other state, county, city or other political subdivision or other Governmental Authorities.

(c) Except as set forth in Section 3.14(c) of the Company Disclosure Schedules, there are no workers' compensation claims with respect to the Company Employees or Independent Contractors pending against the Company or any of its Subsidiaries or Affiliates, and no facts exist that would give rise to such a claim or claims.

(d) Except as set forth in Section 3.14(d) of the Company Disclosure Schedules, neither the Company nor any of its Subsidiaries nor Affiliates is a party to, bound by, or currently negotiating any labor or collective bargaining agreement with respect to Company Employees with any labor organization, union, group or association. In the past three (3) years, there has not been any, union organization, decertification campaigns, representation or certification proceedings, or petitions seeking a representation proceeding presently pending or threatened to be brought or filed with the National Labor Relations Board or any other labor Governmental Authorities with respect to any employees of the Company or any of its Subsidiaries or Affiliates or, pending or threatened labor strike, slowdown, work stoppage, lockout or concerted refusal to work overtime or other material labor dispute involving the Company Employees.

(e) Except as set forth in Section 3.14(e) of the Company Disclosure Schedules, there is (i) no unfair labor practice charge or complaint against the Company or any of its Subsidiaries or Affiliates pending before the National Labor Relations Board or any similar state agency relating to an alleged violation or breach of any Employment Laws or (ii) no claim, charge, complaint, material grievance, litigation, arbitration, audit, investigation or obligation of any kind pending or threatened in writing against the Company or any of its Subsidiaries or Affiliates concerning employment related matters or breach of any Employment Laws or contract.

(f) To Knowledge of the Company, no Independent Contractor is in violation of any material term of any employment contract, confidentiality, non-competition, non-solicitation, or other proprietary rights agreement or any other contract relating to the right of such Person to be employed by, or provide services to, the Company or any of its Subsidiaries or Affiliates.

(g) Except as set forth on Section 3.14(g) of the Company Disclosure Schedules, in the last six (6) years prior to the date hereof, the Company and its Subsidiaries and Affiliates have been and are in compliance with all Employment Laws in all material respects.

(h) Neither the Company nor any of its Subsidiaries nor Affiliates has conducted in the past six (6) years a "mass layoff," "relocation," "plant closing," or "termination" as defined by WARN, or any similar applicable state or local law that requires advance notice of group personnel or employment actions.

#### SECTION 3.15. Intellectual Property.

(a) Section 3.15(a)(i) of the Company Disclosure Schedules sets forth a complete and accurate list of all Registered Intellectual Property, indicating for each such item

the registration or application number, owner, applicable filing jurisdiction, and date of expiration of the use of such item or an indication that such use is perpetual. Section 3.15(a)(ii) of the Company Disclosure Schedules identifies each unregistered trademark used by the Company or any of its Subsidiaries in connection with its or their respective businesses. Section 3.15(a)(iii) of the Company Disclosure Schedules contains a complete and accurate list of all unregistered copyrights to the extent material to the business of the Company or any of its Subsidiaries other than marketing material used in the ordinary course of business. Section 3.15(a)(iv) of the Company Disclosure Schedules contains a complete and accurate list of all material Company Owned Software.

(b) Except as set forth in Section 3.15(b)(i) of the Company Disclosure Schedules, the Company and each of its Subsidiaries exclusively owns or licenses (or has the right to use pursuant to the Company IP Agreements) all Company Intellectual Property that is used in or necessary for the conduct of the business of the Company or any such Subsidiary as currently conducted or to the Knowledge of the Company proposed to be conducted, free and clear of any exclusive licenses and Lien other than Permitted Liens, and has made all necessary filings for the purpose of maintaining such Company Intellectual Property. Such ownership, license and usage rights constitute all Intellectual Property rights that are necessary for or material to, and are sufficient for, the conduct of the business of the Company and its Subsidiaries as currently conducted or to the Knowledge of the Company proposed to be conducted. Section 3.15(b)(ii) of the Company Disclosure Schedules contains a complete list of all Company IP Agreements.

(c) Except as set forth in Section 3.15(c) of the Company Disclosure Schedules, there are no royalties, fees (including but not limited to registration, maintenance and renewal fees), honoraria or other payments payable by the Company or any of its Subsidiaries to any Person by reason of the ownership, development, modification, use, license, sublicense, sale, distribution or other disposition of the Company Intellectual Property, other than salaries and sales commissions paid to employees and sales agents, and customary license fees charged by third-party licensors pursuant to a Company IP Agreement, in each case, in the ordinary course of business. As of the date of this Agreement, the Company Intellectual Property owned by the Company or any of its Subsidiaries that is Registered Intellectual Property or that is otherwise used in or necessary for the conduct of the business of the Company or any such Subsidiary as currently conducted or to the Knowledge of the Company proposed to be conducted is subsisting, valid and has not expired or been cancelled or abandoned, as applicable. The Company Intellectual Property constitutes all the Intellectual Property used in or necessary for the conduct of the business of the Company or any of its Subsidiaries as currently conducted or to the Knowledge of the Company proposed to be conducted.

(d) The businesses of the Company and each of its Subsidiaries have not been operated, and are not currently operated, in a manner that infringes or misappropriates any Intellectual Property rights of any third parties, nor do the Company's or any of its Subsidiaries' respective products or services infringe or misappropriate any Intellectual Property rights of any third parties. Except as set forth in Section 3.15(d) of the Company Disclosure Schedules, neither the Company nor any of its Subsidiaries has received any written or, to the Knowledge of the Company, oral offer of a license or any charge, complaint, claim, demand, release or

notice (i) alleging or implying that the Company or any of its Subsidiaries has infringed, misappropriated or violated any Intellectual Property rights of any third party (including any claim that the Company or any of its Subsidiaries must license or refrain from using any Intellectual Property of any third party in order to avoid infringement, misappropriation or violation), or (ii) contesting or seeking to deny or restrict or otherwise concerning the validity, use, ownership, registrability or enforceability of any Company Intellectual Property. To the Knowledge of the Company, no valid basis or other facts or circumstances exist for any such claim, demand, action or proceeding. To the Knowledge of the Company, no Person is infringing or misappropriating or has infringed or misappropriated any Owned Intellectual Property or other material Company Intellectual Property, and no such claims have been made by the Company or any of its Subsidiaries. No Company Intellectual Property is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use or licensing thereof by the Company or any of its Subsidiaries.

(c) All employees, contractors and other Persons employed or engaged by the Company or any of its Subsidiaries who contributed to the discovery or development of any material Intellectual Property for or on behalf of the Company or any such Subsidiary that is used in or necessary for the conduct of the operations or business of the Company or any of its Subsidiaries as currently conducted or to the Knowledge of the Company proposed to be conducted, did so (i) within the scope of his or her employment or engagement, as applicable, and (ii) in the case of contractors or other Persons other than employees, pursuant to a written and enforceable agreement assigning or licensing all Intellectual Property arising from such engagement to the Company or such Subsidiary. All current employees of the Company or any of its Subsidiaries, have executed and delivered to the Company or such Subsidiary an agreement protecting the secrecy and confidentiality of any trade secret or confidential information of the Company or any of its Subsidiaries to which such employee was exposed.

(f) ~~No funding, facilities or personnel of any Governmental Authorities, university or other academic institution or research center have been used in connection with the~~ development of any material Owned Intellectual Property used in or necessary for the conduct of the business of the Company or any of its Subsidiaries as currently conducted or to the Knowledge of the Company proposed to be conducted, and no Governmental Authorities, university or other academic institution or research center (or any personnel of any of the foregoing) has any right, title or interest (including any "march in" rights) in or to any Owned Intellectual Property.

(g) Section 3.15(g) of the Company Disclosure Schedules identifies each item of Licensed Intellectual Property and lists all agreements pertaining to material Licensed Intellectual Property.

(h) Section 3.15(h) of the Company Disclosure Schedules lists all agreements pursuant to which the Company or any of its Subsidiaries has granted any license or option to any third party with respect to any material Owned Intellectual Property or material Intellectual Property. With respect to each such agreement listed on Section 3.15(g) or Section 3.15(h) of the Company Disclosure Schedules, (i) the Company has made available to Buyer correct and complete copies of all such agreements (as amended to date), (ii) the agreement was duly authorized, executed and delivered by or on behalf of the Company or such Subsidiary (as

applicable) and to the Knowledge of the Company each other party thereto, (iii) none of the Company, its Subsidiaries or, to the Knowledge of the Company, any other party is in material breach or default of, or has repudiated, any provision of any such agreement, and (iv) to the Knowledge of the Company, no other party is in material breach of default of, or has repudiated, any provision of such agreement.

(i) The Company and its Subsidiaries have at all times taken commercially reasonable actions at least consistent with industry-standard practice to protect the confidentiality, integrity and security of all trade secrets and confidential information stored or contained in the Company Intellectual Property or transmitted thereby from any unauthorized use, access, destruction or modification, and no such use, access, destruction or modification has occurred. The Company and its Subsidiaries have at all times maintained at least industry-standard safeguards against the destruction, loss, or alteration of customer data or information in its possession or control which comply with any applicable contractual and legal requirements in all material respects.

(j) Except as set forth in Section 3.15(j) of the Company Disclosure Schedules, each item of Company Intellectual Property will be owned, licensed or available for use on identical terms following the consummation of the transactions contemplated hereby as such items were owned, licensed or available for use to the Company or any of its Subsidiaries prior to the consummation of the transactions contemplated hereby, and neither the execution, delivery and performance by the Company nor the consummation of any transactions contemplated hereby shall result in the loss or impairment of, or give rise to any right of a third party to terminate, any rights of the Company or any of its Subsidiaries in any Company Intellectual Property.

(k) Except as set forth in Section 3.15(k) of the Company Disclosure Schedules, the Company and its Subsidiaries have sufficient rights to use all computer software, ~~middleware and systems, information technology equipment, and associated documentation~~ used or held for use in connection with the operation of their respective businesses (the "IT Assets"), all of which rights shall survive unchanged after the consummation of the transactions contemplated hereby. Except as set forth in Section 3.15(k) of the Company Disclosure Schedules, the IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required in connection with the operation of the Company's and its Subsidiaries' respective businesses. Except as set forth in Section 3.16(k) of the Disclosure Schedules, the IT Assets have not materially malfunctioned or failed since January 1, 2015, and to the Knowledge of Company do not contain any viruses, bugs, faults or other devices or effects that could (i) enable or assist any Person to access without authorization the IT Assets, or (ii) otherwise significantly adversely affect the functionality of the IT Assets, except as disclosed in their documentation. To the Knowledge of the Company, no Person has gained unauthorized access to any IT Assets. The Company and its Subsidiaries have implemented reasonable backup, security and disaster recover technology, plans, procedures and facilities consistent with industry practices. The Company and its Subsidiaries have in place with the third-party owners and operators of all data centers which provide services related to the Company's or any of its Subsidiaries' businesses written agreements that provide that such third parties must adhere to and are in compliance with security standards under HIPAA.

(l) Section 3.15(l)(i) of the Company Disclosure Schedules lists all software that is distributed as “open source software” or under a similar licensing or distribution model (collectively, “Open Source Software”) that has been incorporated into and/or distributed with any Company Owned Software or any products or services of the Company or any of its Subsidiaries in any way. Except as specifically described in Section 3.15(l)(ii) of the Company Disclosure Schedules, the Company and each of its Subsidiaries has not used Open Source Software in any manner that would or could impose any material limitation, restriction, or condition on the right of the Company or any of its Subsidiaries to use or distribute any of the Company Owned Software or any of its or their respective products or services. With respect to any Open Source Software that has been incorporated into and/or distributed with any Company Owned Software or any products or services of the Company or any of its Subsidiaries, the Company and each of its Subsidiaries has been and is in compliance with all applicable Open Source Software licenses with respect thereto.

(m) No Company Owned Software contains any programming code, documentation or other materials or development environments that embody Intellectual Property rights of any Person other than the Company or any of its Subsidiaries. Except as set forth on Section 3.15(m) of the Company Disclosure Schedules, no Person has any right to access or use any source code owned or controlled by the Company or any of its Subsidiaries, and no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, nor will this Agreement or the transactions contemplated hereby, result in the disclosure or release of such source code by the Company or any of its Subsidiaries, any escrow agent(s), or any other Person to any Person. The Company (or its Subsidiaries) is in possession of the source code for, and documentation applicable to, each current version of the Company Owned Software. All such source code is maintained in a source code management system with at least industry standard management, tracking and security measures and safeguards.

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SECTION 3.16. Personal Property; Real Property. Except as set forth in Section 3.16(a) of the Company Disclosure Schedules, the Company or one or more of its Subsidiaries own or hold under valid leases all buildings, fixtures, leasehold improvements, computers, machinery, equipment, other personal property and all other material tangible assets (excluding, for the avoidance of doubt, Intellectual Property) necessary for the conduct of the businesses of the Company and its Subsidiaries as currently conducted, subject to no Liens except for Permitted Liens, and the same are in good condition and repair, ordinary wear and tear excepted, and are usable in the ordinary course of business. To the Knowledge of the Company, all such assets have been installed and maintained in all material respects in accordance with applicable Law.

(b) Section 3.16(b)(i) of the Disclosure Schedules sets forth the street address of each parcel of real property owned by the Company or any of its Subsidiaries (the “Owned Real Property”). The Owned Real Property constitutes all of the real property owned by the Company or any of its Subsidiaries. Copies of all environmental reports, deeds, existing title insurance policies and surveys of or pertaining to each parcel of the Owned Real Property that are in the possession of the Company or its Subsidiaries as of the date of this Agreement have been provided or made available to Buyer. Except as set forth in Section 3.16(b)(ii) of the Company Disclosure Schedules, with respect to each parcel of the Owned Real Property: (i) the

Company or one or more of its Subsidiaries has good and marketable fee simple title to such Owned Real Property which is free and clear of all Liens other than Permitted Liens, (ii) there are no leases, subleases, licenses, concessions, or other agreements granting to any Person the right of use or occupancy of any portion of such Owned Real Property, and (iii) there are no outstanding options or rights of refusal or offer to purchase such Owned Real Property (other than the right of Buyer pursuant to this Agreement).

(c) Section 3.16(c) of the Disclosure Schedules sets forth a complete and correct list, as of the date hereof, of all real property leased to the Company or any of its Subsidiaries (the "Leased Real Property") pursuant to a lease, sublease, license or other similar arrangement under which the Company or any of its Subsidiaries is a tenant (each, a "Real Property Lease" and, collectively, the "Real Property Leases"). The Company has provided or made available to Buyer a true and complete copy of each Real Property Lease and any amendment, modification or assignment thereto, along with a copy of any environmental reports related thereto, and neither the Company nor any of its Subsidiaries is a party to any oral or written agreement conveying any interest in real property, including leases, subleases and licenses other than the Real Property Leases. With respect to each Real Property Lease, (i) all improvements required by the terms of such Real Property Lease to be made by a landlord have been completed and the tenant thereunder is satisfied with such improvements; (ii) there are no concessions, allowances, credits, rebates or refunds to which the tenant is entitled to receive (whether past due, due or may become due in the future) under such Real Property Lease, or may be entitled in the future under such Real Property Lease; (iii) no one or more Persons guaranty any obligations of any tenant under such Real Property Lease; (iv) the tenant thereunder has not pledged, mortgaged or otherwise granted an encumbrance on its leasehold interest in any property subject to such Real Property Lease; (v) except as set forth in Section 3.16(c) of the Company Disclosure Schedules, no landlord's consent is required under any Real Property Lease in connection with the transaction contemplated by this Agreement; and (vi) no tenant under any Real Property Lease is currently auditing any landlord's books or records.

(d) Neither the Company nor any of its Subsidiaries has received any notice of (i) any material violations of building codes and/or zoning ordinances affecting the Real Property, (ii) existing, pending or, to the Knowledge of the Company, threatened condemnation, expropriation or other proceeding in eminent domain affecting the Real Property, or (iii) existing, pending or, to the Knowledge of the Company, threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Real Property, in any material respect, as currently operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty which has affected, in any material respect, the use or operation of the Real Property. Except for Permitted Liens, to the Knowledge of the Company, there are no matters affecting the Real Property that could reasonably be expected to curtail or interfere with the use of the Real Property as currently used. All Real Property has access, sufficient for the conduct of the business as now conducted or as presently to the Knowledge of the Company proposed to be conducted by the Company and its Subsidiaries on such parcel or Real Property, to public roads and to all utilities, including electricity, sanitary and storm sewer, potable water, natural gas and other utilities, used in the operation of the business at that location. The zoning for each parcel of Real Property permits the presently existing

improvements and the continuation of the business presently being conducted thereon as a conforming use.

SECTION 3.17. Material Contracts.

(a) Section 3.17(a) of the Company Disclosure Schedules, by applicable subsection, sets forth a correct and complete list of all of the following Contracts (including all amendments or modifications thereto) to which the Company or any of its Subsidiaries is a party or by which the Company, any of its Subsidiaries or any of their respective properties or assets is bound (all such Contracts required to be set forth in Section 3.17(a) of the Company Disclosure Schedules together with all the Real Property Leases and the Employee Plans, collectively, the "Company Material Contracts"):

(i) Provider Contracts accounting for at least \$1,500,000 in expenditures of the Company and its Subsidiaries for the calendar year ending December 31, 2015 and for the six (6) month period ended June 30, 2016 annually determined on an annualized basis;

(ii) Contracts with any health care service plan, HMO and/or other private third party payor;

(iii) Contracts with physicians or their family members or physician-controlled entities, that are subject to the terms of 42 U.S.C. § 1395m;

(iv) Contracts involving shared risk arrangements, including reinsurance, coinsurance or retrocession treaties, to which the Company or any of its Subsidiaries is a party as a cedent, and any such terminated or expired Contracts under which there remains any outstanding Liability;

(v) Contracts for the provision of independent external review as required by Colorado Revised Statutes, Section 10-16-113.5;

(vi) Contracts with any suppliers accounting for at least \$500,000 in expenditures of the Company, \$200,000 in expenditures for RMHMC, \$150,000 in expenditures for RMHCO, and \$150,000 in expenditures for CNIC for the calendar year ending December 31, 2015 and for the six (6) month period ended June 30, 2016 annually determined on an annualized basis;

(vii) Contracts for the distribution of the products or services of the Company or any of its Subsidiaries (including with any distributor, broker or sale contractors) accounting for at least \$100,000 in expenditures of the Company and its Subsidiaries for the calendar year ending December 31, 2015 and for the six (6) month period ended June 30, 2016 annually determined on an annualized basis;

(viii) Contracts with clients accounting for at least \$500,000 in revenue of the Company and its Subsidiaries for the calendar year ending December 31, 2015 and for the six (6) month period ended June 30, 2016 annually determined on an annualized basis;

(ix) Contracts or group of related Contracts, other than the types of Contracts described elsewhere in in this Section 3.17 (without regard to the dollar limitations therein), that the Company reasonably anticipates will, in accordance with their terms, require aggregate payments by the Company and any of its Subsidiaries of more than \$500,000 per annum, that have a term that continues over a twelve (12) month period following the Closing Date and that are not cancelable by the Company or its Subsidiaries without Liability, penalty, fee or premium on ninety (90) or fewer days' notice to the other party thereto;

(x) Contracts pursuant to which the Company or any of its Subsidiaries has continuing indemnification, "earn-out" or other contingent payment Liabilities, for Contracts providing for indemnification to or from any Person with respect to Liabilities relating to any current or former business of the Company, any of its Subsidiaries or any of their Affiliates or any predecessor in interest;

(xi) Contracts or agreements relating to or evidencing Indebtedness of the Company or any of its Subsidiaries;

(xii) any lease (capital or operating) or license, that is not a Real Property Lease, other than a license or lease for Company Intellectual Property disclosed in Section 3.15 of the Company Disclosure Schedule, under which the Company or any of its Subsidiaries is the lessee and is obligated to make payments in excess of \$500,000 per annum;

(xiii) any mortgage, pledge, indenture or security agreement or similar arrangement constituting a Lien upon the Shares or the assets or properties of the Company or any of its Subsidiaries;

(xiv) Contracts for the sale or purchase of (A) personal property having a value individually, with respect to outstanding sale or purchase obligations thereunder, in excess of \$100,000 or (B) the equity interests or a material portion of the assets of any Person or any other acquisition, divestiture, merger, consolidation or business combination transaction;

(xv) Contracts with any Governmental Authorities, including (A) any power of attorney granted by the Company or any of its Subsidiaries to any Governmental Authority or other Person, (B) any Contract for which revenues or expenditures are at least \$500,000 annually determined on an annualized basis for the six (6) month period ended June 30, 2016 under which the Company or any of its Subsidiaries is, to the Knowledge of the Company, a subcontractor or downstream contractor under a Contract with any Governmental Authority, and (C) any agreement with a Governmental Authority whereby the Company or its Subsidiary is providing benefits to a beneficiary pursuant to a Medicare, Medicaid, Federal Employees Health Benefits Program, Military & Family Life Counseling program or Patient Centered Community Care Programs/VA Choice, excluding any Medicare, Medicaid or commercial group Contract with a Governmental Authority whereby the Company is providing or administering health care benefits to a Governmental Authority's employees, former employees, retirees or their respective dependents;

(xvi) any Contract constituting a qualified health plan agreement with a state or federally facilitated health insurance exchange;

(xvii) Contracts that (A) would restrict or limit in any respect or contain limitations assuming consummation of the transactions set forth in this Agreement on (x) the ability of the Company or any of its Subsidiaries or their respective employees to freely compete in any line of business or to solicit customers, suppliers or any other business, anywhere in the world (other than customer contracts and non-disclosure agreements entered into in the ordinary course of business that contain employee non-solicitation obligations) or (y) the manner in which, or the localities in which, the Company and its Subsidiaries may operate, (B) provide "most favored nation" or similar status to any customer or provider, (C) contain any exclusivity provision binding on the Company or any of its Subsidiaries which materially limits the ability of the business or the Company or any of its Subsidiaries to own, operate, sell, transfer, pledge or otherwise dispose of any assets or property, (D) require the purchase of any product or service in excess of \$500,000 per annum that are material to the Company or any of its Subsidiaries exclusively from a single party or grant exclusive rights to marketing or distribution or (E) grant to any Person (other than the Company or any of its Subsidiaries) an option or a first refusal, first-offer or similar preferential right to purchase or acquire any assets which are material to the Company or any of its Subsidiaries;

(xviii) Contracts governing any material business acquisition or disposition by the Company or any of its Subsidiaries either (A) within the last three (3) years, (B) with obligations continuing after Closing or (C) pursuant to which any indemnification, earn out or other contingent or deferred payments or similar rights or obligations remain outstanding;

(xix) Contracts relating to the creation, formation, operation, management or control of any partnership, joint venture or other similar entity to which the Company or any of its Subsidiaries is a party;

(xx) ~~any collective bargaining or other labor agreement, or Contracts setting forth any of the terms or conditions relating to, the employment, retention, change in control, transaction bonus, personal services, consulting, severance, golden parachute or similar Contract or engagement or termination thereof with respect to any director, officer, employee of the Company or any of its Subsidiaries, or any independent contractor, agent or consultant of the Company or any of its Subsidiaries who provides services primarily to the Company or its Subsidiaries (collectively, "Material Employment Agreements");~~

(xxi) Contracts concerning Intellectual Property, including agreements pursuant to which the Company or any of its Subsidiaries is a named party and licenses or is otherwise permitted to use or hold for use any rights under any Intellectual Property owned by a third party (but excluding licenses for Off-the-Shelf Software) and agreements pursuant to which the Company or any of its Subsidiaries grants licenses or otherwise permits any Person to use any Intellectual Property, which provides for payments in excess of \$500,000 per annum;

(xxii) Contracts relating to the settlement of any Actions or Proceedings, other than (A) releases immaterial in nature or amount entered into with former employees or current or former independent contractors in the ordinary course of business, and (B) settlement agreements entered into more than three (3) years prior to the date of this

Agreement under which none of the Company or its Subsidiaries have any continuing obligations, Liabilities or rights (excluding releases or confidentiality obligations);

(xxiii) Contracts required to be disclosed in Section 3.18 of the Company Disclosure Schedules;

(xxiv) Contracts that relate to any off-balance sheet arrangements, loss sharing, or loss guarantee and contingent purchase transactions, special purpose entity transactions or other similar transactions of the Company or any of its Subsidiaries, and any hedging, derivatives or similar Contracts or arrangements, excluding any Provider Contracts, risk sharing arrangements or employer group service agreements; and

(xxv) Contracts evidencing a continuing obligation to continue to support a community initiative or non-affiliated non-profit corporation or similar entity or charitable endeavor, including without limitation Rocky Mountain Health Plans Foundation.

(b) The Company has made available to Buyer accurate and complete copies of all Company Material Contracts with all amendments, waivers or other changes thereto.

(c) Each Company Material Contract and any Contract that addresses the provisions for business associate contracts required by 45 C.F.R. 164.504(e) or 164.314(a) is valid, enforceable and binding on the Company (or such Subsidiary of the Company, party thereto) and, to the Knowledge of the Company, against each other party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law and is in full force and effect. The consummation of the transactions contemplated by this Agreement, including the Conversion, entered into in connection herewith do not and will not give rise to any such material default or material breach, except as otherwise set forth an identified on the Company Disclosure Schedules. Neither the Company nor any of its Subsidiaries party thereto, nor, to the Knowledge of the Company, any other party thereto, is in material breach of, or material default under, any such Company Material Contract and any Contract pursuant to which the Company or any of its Subsidiaries license to or from a third party any Personal Information or any data derived from Personal Information for a commercial purpose, and no event has occurred that with notice or lapse of time or both would constitute such a material breach or material default thereunder by the Company or any of its Subsidiaries, or, to the Knowledge of the Company, any other party thereto. Neither the Company nor any of its Subsidiaries has received from any counterparty to any Company Material Contract, in connection with such Company Material Contract (i) any written or oral notice that any such party intends to terminate, cancel, or materially modify any Company Material Contract, (ii) any claim for damages or indemnification with respect to the products or performance of services pursuant to any Company Material Contract, or (iii) any written or oral notice that any such party intends to reduce such counterparty's purchases or sales of goods or services from or to the Company or any its Subsidiaries.

(d) Except as set forth on Section 3.17(d) of the Company Disclosure Schedules, neither the Company nor any of its Subsidiaries has entered into any agreement for a

term greater than twelve (12) months providing for (i) fixed increases in payments (other than CPI adjustments) required to be made thereunder by the Company or any of its Subsidiaries to physician, hospital, pharmacy, ancillary service or other health care service providers (including on a percentage or dollar amount basis); or (ii) payments required to be made thereunder by the Company or any of its Subsidiaries to physician, hospital, pharmacy, ancillary service or other health care service providers that are computed on the basis of a guaranteed minimum aggregate payment amount or guaranteed minimum number of members.

SECTION 3.18. Related Party Transactions. Except as set forth in Section 3.18 of the Company Disclosure Schedules, this Agreement, the Company Financial Statements (including notes therein) or pursuant to any Employee Plan, no direct or indirect stockholder, director or officer of the Company or any of its Subsidiaries, nor any Subsidiary or Affiliate of any such direct or indirect stockholder, director or officer, nor Seller or any Affiliate of Seller (other than the Company or its Subsidiaries), has any interest in any property or assets owned by the Company or any of its Subsidiaries, or has since December 31, 2010 engaged in any transaction with or is currently directly or indirectly a party to any Contract with the Company or any of its Subsidiaries, including any agreement, arrangement or understanding, written or oral, providing for the employment of, furnishing of services by, rental of real or personal property from or otherwise requiring payment to any such Person.

SECTION 3.19. Insurance. Section 3.19 of the Company Disclosure Schedules sets forth a complete and correct list of all insurance policies maintained by or for the benefit of the Company, its Subsidiaries, or any of the Company or its Subsidiaries' directors, managers, officers or employees, including the name of the insurer and policy number and the annual premiums paid in respect of each such policy (the "Insurance Policies"). With respect to the Insurance Policies, (i) the Insurance Policies are valid and subsisting, in full force and effect and enforceable in accordance with their terms, no notice of pending or threatened cancellation or termination, coverage limitation or deduction, substantial premium or deductible increase has been received, (ii) there is no existing material default or event which, with the giving of notice or lapse of time or both, would constitute a material default, by any insured thereunder, (iii) there is no claim by the Company or any of its Subsidiaries pending under any such policies which has been denied or disputed by the insurer other than denials and disputes in the ordinary course of business and (iv) all premiums due thereon have been paid in full on a timely basis. The Insurance Policies provide, and have previously provided, all coverage required by applicable Law and Permits and by any and all Contracts and licenses to which the Company or any of its Subsidiaries is a party.

SECTION 3.20. Health Care Matters. Except as set forth in Section 3.20 of the Company Disclosure Schedules:

(a) the Company and its Subsidiaries are, and have been during the past five (5) years, in material compliance with all applicable Health Care Laws and neither the Company nor any of its Subsidiaries or any directors, members, employees, agents, officers or managers of the Company or its Subsidiaries have engaged in any activities which are not in material compliance with any Health Care Laws. None of the Company nor any of its Subsidiaries have received notice of, and there are no pending or, to the Knowledge of the Company, threatened Actions or Proceedings relating to non-compliance by, or Liability of, the Company or any of

its Subsidiaries under any Health Care Laws. To the Knowledge of the Company, neither the Company nor any of its Subsidiaries is relying on any exemption from or deferral of any Health Care Laws that would not be available to the Company after being acquired by Buyer at Closing;

(b) no Affiliate, director, officer, manager, or employee of the Company or its Subsidiaries has been convicted of or, to the Knowledge of the Company, charged or threatened with prosecution or, to the Knowledge of the Company, are under investigation by any Governmental Authorities for any violation of a Health Care Law, including any Law applicable to a health care program defined in 42 U.S.C. §1320a-7b(f);

(c) there is no material Action or Proceeding pending or, to the Knowledge of the Company, threatened by any Governmental Authorities with respect to or involving any alleged violation by the Company or its Subsidiaries or, to the Knowledge of the Company, any of the Company's Affiliates, directors, officers, managers, agents or employees of any Health Care Law;

(d) all directors, officers, employees and agents of the Company and each of its Subsidiaries that are performing health care services or other services on behalf of the Company and/or one or more of its Subsidiaries have all Health Care Permits required in order to perform such services, and all such Health Care Permits are valid and in full force and effect;

(e) the Company and its Subsidiaries meet all of the applicable requirements of participation, coverage, payment and continued possession of payment, and where applicable, are parties to valid participation agreements for payment by, Medicare, Medicaid, or any other state or federal government health care programs ("Programs"). There are no Actions or Proceedings pending or, to the Knowledge of the Company, threatened which would be reasonably likely to result in revocation, suspension, termination, probation, restriction, limitation or non-renewal of any Program participation agreement or result in the exclusion of the Company or any of its Subsidiaries or any of their respective directors, officers, employees or agents from any Program;

(f) none of the Company nor any of its Subsidiaries has received any written notice of any current, pending or outstanding Medicare, Medicaid or other reimbursement audits or appeals relating to the Company or any of its Subsidiaries or any of their respective current or former officers, directors or employees or independent contractors that resulted in, or is reasonably expected to result in, any repayment, recoupment or offset in excess of \$250,000 or would reasonably indicate a systemic non-compliance with applicable billing requirements, except as set forth in Section 3.20(f) of the Company Disclosure Schedules;

(g) none of the Company nor any of its Subsidiaries (i) is a party to any corporate integrity agreement, deferred prosecution agreement, consent decree or similar memorandum of understanding or agreement with any Governmental Authorities, (ii) is subject to any order, judgment, injunction, award, decree or writ handed down, adopted or imposed by any Governmental Authorities or (iii) within the past three (3) years has adopted any board resolutions at the request of any Governmental Authorities, in each case that restricts the

conduct of its business or that impacts the management or operation of its business in any material adverse manner, in each case, pursuant to Health Care Laws;

(h) the Company and its Subsidiaries have implemented policies, procedures, and/or training programs including a corporate compliance program, designed in accordance with applicable industry standards and the standards of the applicable Governmental Authority to assure that the Company and its Subsidiaries' employees and agents are in material compliance with all applicable Health Care Laws, including laws, regulations, directives and opinions of Governmental Authorities relating to advertising, licensing and sales practices. The Company and its Subsidiaries, and to the Knowledge of the Company, each broker, producer, consultant, agent or third-party service provider acting on behalf of the Company or its Subsidiaries, has marketed, administered, sold and issued insurance and health care benefit products in compliance with all applicable Laws;

(i) none of the Company, its Subsidiaries, nor their respective officers, directors or managing employees have engaged in any activities which are cause for civil monetary penalties or mandatory or permissive exclusion from any Program. To the Knowledge of the Company, all material reports, documents, claims, applications, and notices required to be filed, maintained or furnished to any Governmental Authorities or Program, have been so filed, maintained or furnished and all such reports, documents, claims, applications and notices were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent filing);

(j) neither the Company nor any of its Subsidiaries has made any voluntary disclosure to the Office of the Inspector General of the United States Department of Health and Human Services, CMS, CDI, Colorado Department of Health Care Policy and Financing, or any Program or any fiscal intermediary with respect to the submission of claims involving any amount greater than Twenty-Five Thousand Dollars (\$25,000) with respect to any particular matter or issue or series of related matters or issues;

(k) the Company and its Subsidiaries are in material compliance with all applicable Health Care Laws regarding the selection, deselection, and credentialing of contracted and/or network providers, including, but not limited to, verification of licensing status and eligibility for reimbursement under the Programs. To the Knowledge of the Company, all of the Company's and each of its Subsidiaries' contracted and/or network providers are properly licensed and hold appropriate clinical privileges, as applicable, for the services that they provide;

(l) as of the date of this Agreement, the Company and RMHCO each have Total Adjusted Capital equal to or greater than its Mandatory Control Level RBC. None of the Regulated Entities have received any written notice of any violation of any applicable Law relating to the required Statutory Surplus or statutorily determined deposit, except as set forth in any RBC Plan that may have been filed by the Company or its Subsidiaries with CDI. None of the Company nor any of its Subsidiaries is subject to any requirement to maintain capital or surplus amounts or levels, or is subject to any restriction on the payment of dividends or other distributions on its shares of capital stock, except for the Statutory Surplus and statutorily determined deposit requirements for the Regulated Entities, in each case overseen by the

Governmental Authorities responsible for regulating the Company or its Subsidiaries under applicable Law;

(m) each of the Company and its Subsidiaries has paid, caused to be paid, or notified the applicable parties of all actually known and undisputed refunds, overpayments, discounts or adjustments which have become due pursuant to such claim submissions; and

(n) to the Knowledge of the Company, all of the Company's and its Subsidiaries' personnel providing services to patients are duly licensed and qualified to provide such services and are not otherwise excluded or debarred from participation in any Program.

SECTION 3.21. Medicare; Medicaid; Legal and Billing Compliance.

(a) To the Knowledge of the Company, during the past five (5) years, all billing and documentation practices by the Company and its Subsidiaries for all Programs have complied in all material respects with all applicable Laws and agreements with all of such Programs. Neither the Company nor any of its Subsidiaries has submitted to any Program any false or fraudulent claim for payment or reimbursement of costs. During the past five (5) years, all billing and coding practices of the Company and its Subsidiaries have been materially true, correct and in compliance with all applicable Laws and policies of all Programs, and the Company and its Subsidiaries have not billed for or received any payment or reimbursement in excess of amounts permitted by Law or the rules and regulations of any Program or Contracts with any Program.

(b) To the Knowledge of the Company, Section 3.21(b) of the Company Disclosure Schedules sets forth a list of dates of all material accreditation surveys, audits and investigations of the Company and its Subsidiaries or, to the Knowledge of the Company, any of their respective current or former employees, officers and directors or Independent Contractors performed by any Governmental Authorities or pursuant to any Order during the past two (2) years (the "Company Accreditation Surveys"). The Company has made available to Buyer complete and accurate copies of all written notices of material non-compliance, material requests for remedial action, impositions of material (individually or in the aggregate) fines, or return of material (individually or in the aggregate) overpayments received by the Company or its Subsidiaries (whether ultimately paid or otherwise resolved) from any Governmental Authorities or pursuant to any Order at any time during the past two (2) years (the "Company Government Reimbursement Audits"). The Company and its Subsidiaries have prepared and submitted timely all corrective action plans required to be prepared and submitted by them in response to any Company Accreditation Surveys or Company Government Reimbursement Audits and have implemented, in all material respects, all of the corrective actions described in such corrective action plans.

(c) Neither the Company nor any of its Subsidiaries, and, to the Knowledge of the Company, none of their respective current employees, officers and directors or independent contractors, have been convicted of, nor has the Company or any of its Subsidiaries been notified in writing that it has been indicted for, a Medicare, Medicaid or federal health care program, as defined in 42 U.S.C. § 1320a-7b(f), related offense, nor has the Company or any of its Subsidiaries, nor, to the Knowledge of the Company, any of their respective stockholders,

officers, directors, employees or independent contractors been debarred, excluded or suspended from participation in, otherwise become ineligible to participate in, Medicare, Medicaid or any other federal health care program (whether or not listed on the Office of the Inspector General of the U.S. Department of Health and Human Services List of Excluded Individuals/Entities (LEIE) database or the U.S. General Services Administration's Excluded Parties List System) or been subjected to any consent decree of, or criminal fine or penalty imposed by, any Governmental Authorities.

(d) Each of the Company and its Subsidiaries has filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made thereto, that such Person was required to file with any Governmental Authorities, including state health and insurance regulatory authorities and any applicable federal regulatory authorities, and has timely paid all material fees and assessments due and payable in connection therewith.

(e) Each of the Company and its Subsidiaries has (i) timely filed all material (individually or in the aggregate) reports, filings and billings required to be filed prior to the date hereof with respect to the Programs (all of which reports, filings and billings are complete and accurate in all material respects and comply in all material respects with applicable Law) and (ii) paid, repaid, allowed to be offset or caused to be paid all material (individually or in the aggregate) known and undisputed refunds, overpayments, discounts or adjustments (other than pursuant to Explanation of Benefits (EOBs) issued in the ordinary course) that have become due pursuant to such reports and billings. Other than as set forth in Section 3.21(c) of the Company Disclosure Schedules and other than any ordinary course audits provided to Buyer in due diligence, there are no pending or, to the Knowledge of the Company, threatened appeals, adjustments, challenges, audits, inquiries, investigations, litigation or written notices of intent to audit with respect to such reports or billings where the amount in dispute is in excess of \$250,000 or would reasonably indicate a systemic non-compliance with applicable billing requirements. Other than in connection with the adjudication of billings made in the ordinary course of business, neither the Company nor any of its Subsidiaries has received any written or, to the Knowledge of the Company, oral notice from any Governmental Authorities (or other Program having financial responsibility for the payment of claims) of any threatened or pending material (individually or in the aggregate) recoupment or set-off from the Company or its Subsidiaries under any Program. Neither the Company nor any of its Subsidiaries is currently subject to, or has been subjected to, any material Company-targeted pre-payment integrity review by any Program. The Company and its Subsidiaries have implemented and operationalized financial hardship, and indigent care practices, procedures and controls which are materially compliant with all Health Care Laws. The Company and its Subsidiaries have implemented a corporate compliance program in accordance with the applicable guidelines for, or industry standards prescribed by, healthcare organizations published by the Office of Inspector General of the Department of Health and Human Services and the federal sentencing guidelines.

SECTION 3.22. No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or agent's fees or commissions or similar compensation from Seller, the Company or any of its Subsidiaries in connection with the transactions contemplated by this

Agreement based on arrangements made by or on behalf of Seller, the Company or any of its Subsidiaries.

SECTION 3.23. Privacy and Data Security.

(a) Each of the Company's and its Subsidiaries' collection, maintenance, creation, transmission, use, analysis, disclosure, storage, disposal and security of Personal Information have materially complied, and materially comply with, (i) any Contract to which the Company or a Subsidiary is a party, (ii) applicable Information Privacy and Security Laws, (iii) the PCI DSS and (iv) all consents and authorizations that apply to the Company's or its Subsidiaries' receipt, access, use and disclosure of Personal Information. The Company and each of its Subsidiaries has all necessary authority, consents and authorizations to receive, access, use and disclose the Personal Information in the Company's or its Subsidiaries' possession or under its control in connection with the operation of the Company or such Subsidiary. Each of the Company and its Subsidiaries has posted, in accordance with Information Privacy and Security Laws, privacy policies governing its use of Personal Information on its websites and the Company and each of its Subsidiaries has complied at all times in all material respects with such privacy policies and all former published privacy policies.

(b) Each of the Company and its Subsidiaries has entered into a business associate agreement in each case in which the Company or each such Subsidiary (i) acts as a business associate (as defined in 45 C.F.R. § 160.103) or (ii) provides protected health information (as defined in 45 C.F.R. § 160.103) to a third party, in each case as required by, and in conformity with, applicable Information Privacy and Security Laws and the Company Material Contracts.

(c) Employees of each of the Company and its Subsidiaries who have access to Personal Information have received documented training (in accordance with best industry standards) with respect to compliance with all applicable Information Privacy and Security Laws and, to the extent applicable, the PCI DSS.

(d) The Company and each of its Subsidiaries have adopted policies and procedures that apply to the Company and each Subsidiary with respect to privacy, data protection, security and the collection and use of Personal Information gathered or accessed in the course of the operations of the Company and its Subsidiaries, and those policies and procedures are commercially reasonable and comply with applicable Information Privacy and Security Laws. The Company and each of its Subsidiaries has protected the confidentiality, integrity and security of its Personal Information and IT Assets against any unauthorized use, access, interruption, modification or corruption and in material conformance with those policies and procedures and Information Privacy and Security Laws.

(e) There has been no data security breach of any IT Assets, or unauthorized access, use or disclosure of any Personal Information, owned, used, stored, received, or controlled by or on behalf of the Company or any its Subsidiaries, including any unauthorized access, use or disclosure of Personal Information that would constitute a breach for which notification to individuals or Governmental Authorities is required under any applicable

Information Privacy and Security Laws or Contracts to which the Company or a Subsidiary is a party, except as set forth in Section 3.23 of the Company Disclosure Schedules.

(f) The Company and each of its Subsidiaries has identified, and if necessary or appropriate, documented, investigated, contained and fully remediated each security incident (as defined in 45 C.F.R. § 164.304) related to Personal Information or other confidential data of the Company and each of its Subsidiaries or a customer of the Company or a Subsidiary transmitted, processed, maintained, stored or otherwise available on or through the Company's or its Subsidiaries' IT Assets.

(g) Neither the Company, nor any of its Subsidiaries (i) is, to the Knowledge of the Company, under investigation by any Governmental Authorities for a violation of any Information Privacy and Security Laws; (ii) has received any notices or audit requests from the United States Department of Health and Human Services Office for Civil Rights, Department of Justice, Federal Trade Commission, or the Attorney General of any state relating to any such violations; or (iii) acted in a manner that would trigger a notification or reporting requirement under any Company Material Contract or any Information Privacy and Security Laws related to the collection, use, disclosure or security of Personal Information. There are no facts or circumstances that may reasonably give rise any such claim, order or action.

(h) Each of the Company and its Subsidiaries has not de-identified Personal Information of a customer other than as allowed by 45 C.F.R. 164.514 and has not performed data aggregation in a manner not allowed by HIPAA.

(i) None of the Company Material Contracts requires that the Company or any of its Subsidiaries maintain data relating to the business of the Company in a manner that logically or physically separates data of one customer from that of another. The (i) collection, storage, processing, transfer, sharing and destruction of Personal Information in connection with the transactions contemplated by this Agreement and (ii) execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereby and the consummation of the transactions contemplated hereby and thereby complies with the Company's and each of its Subsidiaries' applicable privacy notices and policies and with all applicable Information Privacy and Security Laws.

(j) The Company has performed, and is performing an update to, a security risk assessment that meets (i) the standards set forth at 45 C.F.R. § 164.308(a)(1)(ii)(A), including an assessment as described at 45 C.F.R. § 164.306(d)(3), taking into account the factors set forth in 45 C.F.R. § 164.306(a)-(c), and (ii) the Payment Card Industry Data Security Standard (collectively, the "Security Risk Assessment"). The Company has addressed and fully remediated or is currently addressing for the purpose of remediation all threats and deficiencies identified in every Security Risk Assessment in accordance with applicable Laws and standards.

SECTION 3.24. Absence of Changes. Except as contemplated by the Conversion or as set forth in Section 3.24 of the Company Disclosure Schedules, (a) since January 1, 2016, (i) the Company and its Subsidiaries have conducted their respective businesses in all material respects in the ordinary course of business consistent with past practice, (ii) there has not been any event, occurrence or development which has had, or could reasonably be

expected to have, a Company Material Adverse Effect, (iii) neither the Company nor any of its Subsidiaries have disposed of, modified, or permitted to lapse, any right to the use of any material Intellectual Property, (iv) neither the Company nor any of its Subsidiaries have granted or incurred any obligation for any increase in the compensation of any Company Employee (including any increase pursuant to any bonus, pension, profit-sharing, retirement, or other plan or commitment) other than in the ordinary course of business consistent with past practice, (v) neither the Company nor any of its Subsidiaries have made any capital expenditure or commitment for additions to property, plant, equipment, intangible or capital assets for any other purpose, other than in the ordinary course of business consistent with past practice, and (vi) neither the Company nor any of its Subsidiaries have made any material changes in any method of accounting or accounting principle, practice, or policy; and (b) there has not been any action taken that would have been prohibited without consent of Buyer by Section 5.1(a) of this Agreement had such Section 5.1(a) been in effect since April 1, 2016.

SECTION 3.25. Prior Acquisitions. There are no pending, or to the Knowledge of the Company, threatened, indemnification claims by or against the Company or any of its Subsidiaries under any Contract for the acquisition of any assets, business or Person by, or for the benefit of, the Company or any of its Subsidiaries.

SECTION 3.26. Seller and Company Reliance. Seller and the Company have not relied and are not relying on any statement, representation or warranty, oral or written, express or implied, made by Buyer, except as expressly set forth in Article IV.

SECTION 3.27. No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified by the Company Disclosure Schedules), neither the Company nor its Representatives makes any other express or implied representation or warranty regarding the transactions contemplated hereby, and the Company and its Subsidiaries and Representatives disclaim all Liability and responsibility for ~~any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Subsidiaries or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer or any of its Subsidiaries or Representatives by the Company or any of its Subsidiaries or Representatives).~~

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer Disclosure Schedules, Buyer hereby represents and warrants to Seller and the Company as follows:

SECTION 4.1. Organization and Good Standing. Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

SECTION 4.2. Authorization. Buyer has all requisite power and authority to enter into and consummate the transactions contemplated by, and to carry out its respective obligations under this Agreement. The execution, delivery and performance by Buyer of this

Agreement has been (or will be prior to the execution and delivery thereof) duly authorized by all requisite action on the part of Buyer.

SECTION 4.3. Enforceability. This Agreement has been (or will be prior to the execution and delivery thereof) duly and validly executed and delivered by Buyer and constitutes legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its respective terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), subject to the satisfaction or waiver of the conditions set forth in Article VI of this Agreement and assuming due execution and delivery by each of the parties hereto.

SECTION 4.4. Regulatory Approvals and Filings. The execution and delivery by Buyer of this Agreement will not, and the performance and consummation by Buyer of the transactions contemplated by this Agreement will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authorities or any other Person, except as set forth on Section 4.4 of the Buyer Disclosure Schedules.

SECTION 4.5. No Conflicts. The execution, delivery or performance by Buyer of this Agreement does not and the consummation of the transactions contemplated hereby and compliance by Buyer with the terms hereof will not: (i) violate or conflict with any provision of the certificate of incorporation or the by-laws or similar organizational documents of Buyer or (ii) violate or conflict with any Order or Law applicable to Buyer or its properties or assets.

SECTION 4.6. Litigation. There are no Actions or Proceedings pending or, to the Knowledge of Buyer, threatened against Buyer or any of its Subsidiaries by or before any Governmental Authorities which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby. Buyer is not subject to any outstanding Order which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby. To the Knowledge of Buyer, no Action or Proceeding has been instituted against Buyer before any Governmental Authorities by any Person (including any public authority) seeking to restrain or prohibit the execution and delivery by Buyer of this Agreement or the consummation of the transactions contemplated hereby.

SECTION 4.7. No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or agent's fees or other fee or commissions or similar compensation from Buyer or any of its Subsidiaries in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Buyer or any of its Subsidiaries.

SECTION 4.8. Buyer Reliance. Buyer has not relied and is not relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or its Representatives, except as expressly set forth in Article III.

SECTION 4.9. No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV (as qualified by the Buyer Disclosure Schedules), neither Buyer nor any of its Affiliates or Representatives makes any other express or implied representation or warranty with respect to the transactions contemplated hereby, and Buyer and its Affiliates and Representatives disclaim all Liability for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Seller, the Company or its Subsidiaries or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Seller, the Company or its Subsidiaries or Representatives by Buyer or any of its Affiliates or Representatives).

## ARTICLE V

### COVENANTS

#### SECTION 5.1. Conduct of Business.

(a) Except as contemplated by this Agreement (including the Conversion), as described in Section 5.1(a) of the Company Disclosure Schedules or as consented to in writing by Buyer, during the period from the date hereof to the earlier of (i) the Closing Date or (ii) the date this Agreement is terminated pursuant to Article VIII, as applicable, the Company shall, and shall cause each of its Subsidiaries to (A) conduct the businesses of the Company and its Subsidiaries in the ordinary course in substantially the same manner as previously conducted, (B) use commercially reasonable efforts to maintain the present business organization of the Company and its Subsidiaries, conduct the operations of the Company and its Subsidiaries in material compliance with applicable Laws, preserve the assets and properties of the Company and its Subsidiaries in good repair and condition and use commercially reasonable efforts to retain the services of the officers and key employees of the Company and its Subsidiaries, (C) use commercially reasonable efforts to preserve intact the relationships with payors, providers, material customers, suppliers, licensors, licensees, advertisers, distributors and other third persons having material business dealings with the Company and its Subsidiaries, and (D) with respect to the Regulated Entities, maintain reserves and Statutory Surplus sufficient to be in compliance with applicable Laws, including the HMO Statute and Health Service Corporations Statute consistent with Statutory Surplus of the Regulated Entities as of the date of this Agreement. Without limiting the generality of the foregoing, except as contemplated by this Agreement (including the Conversion), or as described in Section 5.1(a) of the Company Disclosure Schedules, during the period from the date hereof to the earlier of (x) the Closing and (y) the date this Agreement is terminated pursuant to Article VIII, as applicable, the Company shall not, and shall not permit any of its Subsidiaries to do any of the following, without the prior written consent of Buyer:

(i) amend its certificate of incorporation or bylaws or comparable organizational documents;

(ii) repurchase, redeem or otherwise acquire any of its shares, interests or other equity securities;

(iii) issue, pledge, dispose of, grant, transfer, encumber, sell, deliver or agree or commit to issue, pledge, dispose of, transfer, encumber, sell, deliver or grant (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any shares of any class or any other securities, interests or equity equivalents;

(iv) split, combine or reclassify any of its equity or other securities (including any of the Shares), or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to its equity or other securities (including any of the Shares);

(v) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(vi) incur any Indebtedness or amend the terms related to any Indebtedness, unless the Company incurs Indebtedness to fund operations of the Company in the ordinary course of business consistent with past practice;

(vii) (A) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any Person other than the Company or its Subsidiaries, or (B) make any loans, advances or capital contributions to any other Person;

(viii) other than as set forth in Section 5.1(a)(viii) of the Company Disclosure Schedules, or as may be required by any Employee Plan or Material Employment Agreement or applicable Law, (A) enter into, adopt, amend or terminate any Employee Plan to the extent such action would create or increase in any material respect any Liability on the part of the Company or any of its Subsidiaries; (B) make any increase in the compensation or benefits of any director or officer of the Company; or (C) increase the annual target compensation or benefits of any employee of the Company who is not a director or officer except in the ordinary course of business and consistent with past practice;

(ix) acquire, sell, lease or dispose of any property or assets in any single transaction or series of related transactions, except (A) if such transaction or transactions (x) individually have a fair market value of less than \$250,000 or (y) in the aggregate have a fair market value of less than \$500,000 or (B) in the ordinary course of business consistent with past practice;

(x) grant or forgive any loans to officers or directors;

(xi) except as may be required as a result of a change in Law or in GAAP or SAP, as applicable, change any of the financial accounting principles or practices used by it;

(xii) (A) change any method of Tax accounting, or change any Tax election, (B) file any amended Tax Return involving any amount of additional Taxes (except as required by Law), (C) settle or compromise any Tax Liability, or any claim for a refund of Taxes or enter into any closing agreement with respect to any Tax, except for an agreement or compromise with respect to a Tax for an amount that is not in excess of the amount reserved thereof on the Company Financial Statements, and (D) agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of Taxes (other than extensions and waivers granted during the ordinary course of an audit or examination);

(xiii) (A) acquire (by merger, exchange, consolidation or acquisition of stock or assets or otherwise) any material assets, joint venture, partnership, other Person or any equity interest therein or material assets thereof, (B) take any action which would be reasonably likely to result in a Company Material Adverse Effect, or (C) defer any capital expenditure or authorize any new capital expenditure or expenditures which in the aggregate are in excess of \$500,000;

(xiv) enter into, amend, cancel or modify any Company Material Contract or any contract that would be a Company Material Contract if in effect on the date of this Agreement, except for amendments or modifications made in the ordinary course of business and consistent with past practice;

(xv) fail to maintain in full force and effect its material insurance policies and its properties, assets and businesses in a form and amount consistent with past practices;

(xvi) settle, release, waive or compromise any pending or threatened Actions or Proceedings in excess of \$500,000 except for Medicare Audit Receivables;

(xvii) cancel any debts or waive any claims or rights of material value (including the cancellation, compromise, release or assignment of any Indebtedness owed to, or claims held by, the Company);

(xviii) conclude or agree to any corrective actions plans, consents, decrees, Actions or Orders, except as required by applicable Law or the RBC Plan;

(xix) take any action with the intent to render any representation or warranty made by it in this Agreement untrue or inaccurate at the Closing;

(xx) enter into an agreement, Contract, commitment or arrangement to do any of the foregoing that would materially impair its ability to consummate the transactions contemplated by this Agreement in accordance with the terms hereof;

(xxi) enter into any Contract to support a community initiative or non-affiliate non-profit corporation or similar entity or charitable endeavor with a term that extends beyond the Closing, including without limitation Rocky Mountain Health Plans Foundation; or

(xxii) agree or commit to do any of the foregoing referred to in clauses (i) –(xxi).

(b) Seller shall promptly advise Buyer of any fact, condition, occurrence or change known to it that could reasonably be expected to have a Company Material Adverse Effect on the Company or any of its Subsidiaries or cause a breach of this Section 5.1.

SECTION 5.2. Efforts.

(a) On the terms and subject to the conditions of this Agreement, and except as set forth in Section 5.3, each party shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws promptly to consummate the transactions contemplated by this Agreement.

(b) Except as set forth in Section 5.3, promptly following the execution of this Agreement, Seller shall, and shall cause its Affiliates to, diligently and expeditiously prepare, file and obtain, and Buyer shall cooperate with Seller in preparing, filing and obtaining, all authorizations, consents, notifications, certifications, registrations, declarations and filings with respect to the Company Consents and Approvals set forth, or required to be set forth, in Section 3.6 of the Company Disclosure Schedules and with any other third parties necessary or appropriate to permit the consummation of the transactions contemplated by this Agreement. The Company shall be required to pay any amount to any Person from whom any such consent may be required (including, for the avoidance of doubt, any joint venture partners).

SECTION 5.3. The Conversion.

(a) Each of the Company and Buyer shall as promptly as practicable following the execution and delivery of this Agreement: (i) file or cause to be filed with CDI a Statement Regarding the Acquisition of Control or Merger under C.R.S. 10-3-803 and 10-16-421.5, and any other related and/or supplemental filings required to be made under the circumstances (such filing to be made no later than 15 Business Days following the execution and delivery of this Agreement); (ii) file or cause to be filed with COAG the Plan of Conversion and any supplemental information requested in connection therewith; and (iii) make such other filings as are necessary in order to obtain required approvals from Governmental Authorities and shall use reasonable best efforts to promptly provide any supplemental information requested by Governmental Authorities relating thereto. Any such filings shall be in compliance with the requirements of applicable Law. While Buyer would be the applicant for the Statement Regarding the Acquisition of Control or Merger before the CDI and Company and/or Seller would be the applicant for the Plan of Conversion before the COAG, all parties would cooperate in good faith and reasonably under the circumstances to achieve their shared joint and common interests with respect to seeking and securing approvals from Governmental Authorities. Each of the Company and Buyer shall promptly furnish to the other such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under any applicable Law. The Company and Buyer shall keep each other reasonably apprised of the status of any communications with, and any inquiries or requests for additional information from CDI,

COAG, and any other applicable Governmental Authorities and Buyer and the Company shall use reasonable best efforts to promptly comply with any such inquiry or request and shall promptly provide any supplemental information requested in connection with the filings made hereunder pursuant to applicable Law. Any such supplemental information shall be in compliance with the requirements of applicable Law. The proponent of the Regulatory Approval request shall be responsible for any filing or administrative fees or costs incurred in connection with the filing set forth in this Section 5.3.

(b) Promptly following receipt of the required approvals from Governmental Authorities, subject to satisfaction of all other conditions in Article VI (other than those conditions that by their nature will not be satisfied by the Closing), the Company shall consummate the Conversion in accordance with applicable Law, including the Colorado Revised Statutes.

#### SECTION 5.4. Access to Information; Confidentiality.

(a) From the date hereof until the Closing Date, the Company shall provide Buyer and its Representatives with reasonable access during normal business hours and upon reasonable notice to the offices, properties, books and records and executive personnel of the Company and its Subsidiaries and otherwise provide such assistance as is reasonably requested by Buyer; provided that such access does not unreasonably interfere with the normal operations of the Company. Buyer shall reasonably cooperate with the Company to avoid such unreasonable interference.

(b) From the date hereof until the earlier of (i) the Closing Date or (ii) the date this Agreement is terminated pursuant to Article VIII, the Company and Buyer shall cooperate to contact such third parties, including customers, prospective customers, specifying agencies, vendors or suppliers of the Company and its Subsidiaries, as Buyer deems reasonably necessary. ~~No contact to such third parties shall be made by Buyer in connection with the transactions contemplated by this Agreement without the Company's consent, which consent shall not be unreasonably withheld, conditioned or delayed.~~

(c) Seller, the Company or its Subsidiaries shall provide such written consents and authorizations as may be reasonably necessary for Buyer to have access to materials on file with Governmental Authorities. Nothing in this Agreement to the contrary shall in any manner restrict the ability of Buyer, from and after the date of this Agreement, to discuss the business and affairs of the Company or its Subsidiaries with any Governmental Authority having jurisdiction over the Company or its Subsidiaries or the fiscal intermediaries administering the Company's payor programs.

(d) Prior to the Closing Date and after any termination of this Agreement, each party shall hold and shall cause its Representatives to hold, in confidence, all confidential documents and information concerning the other party's or any of its Subsidiaries furnished to a party or its Representatives in connection with the transactions contemplated by this Agreement ("Confidential Information") in the manner and for the time period specified in the confidentiality agreement, dated February 25, 2016, between Buyer and the Company, and as further amended from time to time (the "Confidentiality Agreement").

(e) To the extent any Confidential Information is provided to any Governmental Authorities pursuant to this Agreement, including any Confidential Information included in the Company Disclosure Schedules, and such Confidential Information might otherwise be open to public inspection or dissemination, the parties shall take commercially reasonable steps to protect Confidential Information from disclosure in a manner consistent with applicable Law and the policies and procedures of the Governmental Authorities.

#### SECTION 5.5. Employee Matters.

(a) From the Closing Date through the end of the calendar year in which the Closing Date occurs, Buyer shall, and shall cause its Affiliates (including after the Closing, the Company and its Subsidiaries), to provide to each employee of the Company and its Subsidiaries as of the Closing Date (each, a "Company Employee") who continues to be employed during such period, base salary, target bonus opportunities, and commissions, that are, in each case, no less favorable in the aggregate than those being provided to such Company Employee immediately prior to the Closing Date (excluding, for purposes of calculating such Company Employee's level of compensation and benefits immediately prior to the Closing Date, the value of equity based compensation, any special retention or other change in control related compensation, and other special or non-recurring bonus or cash awards); provided, however, that, nothing herein shall (i) prevent the amendment or termination of any Employee Plan in accordance with the terms of any such Employee Plan or interfere with Buyer's right or obligation to make such changes as are necessary to conform to or comply with applicable Law or (ii) limit the right of Buyer or the Company or any of its Subsidiaries to terminate any Company Employee after the Closing Date.

(b) Seller and its Affiliates (including before the Closing, the Company and its Subsidiaries) shall not, on or within ninety (90) days preceding the Closing Date, order or effectuate any employment losses as would be sufficient to trigger any notice or other requirements under WARN (either alone or in combination with any employment losses within the ninety (90) day period preceding the Closing Date) without having given such notices as required under WARN and having otherwise complied with WARN for all such employment losses, including but not limited to those employment losses that occurred within the ninety (90) day period preceding the Closing Date.

(c) As of and after the Closing Date, Buyer shall, and shall cause its Affiliates (including after the Closing, the Company and its Subsidiaries), to recognize service with the Company and its Subsidiaries (and their predecessor entities) prior to the Closing Date for purpose of determining such Company Employee's eligibility to participate in and vesting under all employee benefit plans, programs and arrangements of Buyer and its Affiliates other than equity-based compensation awards or retiree medical, to the same extent as if such service had been performed for Buyer or any of its Affiliates, except to the extent that such service crediting would result in a duplication of benefits for the same period of service and for purposes of any nonqualified retirement plan. With respect to each plan of Buyer that is a "welfare benefit plan" (as defined in Section 3(1) of ERISA), Buyer and its Subsidiaries shall cause there to be waived any pre-existing condition or eligibility limitations. Buyer will apply its current severance and outplacement policy for all employees of the Company and its Subsidiaries who are not a party to an employment agreement or retention agreement that provides severance and who are

terminated without cause. A copy of the policy has been provided by Buyer to the Company. Buyer agrees to use commercially reasonable efforts to place qualified employees of the Company or its Subsidiaries, who would be subject to such termination, in open positions that may be available with Buyer or its Affiliates.

(d) If requested by Buyer in writing no later than ten (10) Business Days prior to the Closing, the Company or Seller shall adopt written resolutions in a form reasonably satisfactory to Buyer to terminate any Employee Plans that are intended to be 401(k) plans, cease contributions to any such 401(k) plans, and to one hundred percent (100%) vest all participants under such 401(k) plans, such termination and vesting to be effective no later than the Business Day preceding the Closing; provided, however, that such 401(k) plan termination may be made contingent upon the consummation of the transactions contemplated by this Agreement. In the event of such a termination, Buyer agrees to cause all participants to be eligible to participate in Buyer or its Affiliates' 401(k) Plan as soon as reasonably practicable after the Closing.

(e) This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Section 5.5 shall confer any rights or remedies of any kind or description, including any rights as a third-party beneficiary, upon any Person (including any Company Employee, Independent Contractor, or their respective successors and assigns). Notwithstanding any other provision of this Agreement, nothing contained in this Section 5.5 shall be deemed to be the adoption of, or an amendment or modification to, any Employee Plan.

(f) Buyer agrees to cause the Company and its Subsidiaries to honor all provisions of any special retention or other change in control related compensation agreements and all nonqualified deferred compensation agreements the Company or its Subsidiaries have in effect with any Company Employee as of the date of the Closing which agreements are set forth in Section 3.13(a) of the Company Disclosure Schedules. Promptly following the date hereof, Buyer, acting in good faith, shall use commercially reasonable efforts to enter into the Key Executive Employment Agreements with each of the Key Executives on terms mutually acceptable to each of the parties thereto.

SECTION 5.6. Repayment of Debt. At least five (5) Business Days prior to the Closing Date, Seller shall deliver to Buyer payoff letters, in form and substance reasonably satisfactory to Buyer, providing for the satisfaction and discharge of all amounts due under (including principal of, interest on, premium, if any, and any expenses, break fees or other amounts owing in respect of), and the termination of all obligations (including the release of all Liens) with respect to, the outstanding Closing Indebtedness of the Company and its Subsidiaries, in each case executed by each holder of any such Closing Indebtedness (the "Debt Payoff Letters").

SECTION 5.7. Tax Matters.

(a) Seller shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns of the Company or any of its Subsidiaries that are required by applicable Laws to be filed for any Pre-Closing Tax Periods (such Tax Returns, "Pre-Closing Tax Returns"). All such Tax Returns shall be prepared and filed in a manner that is consistent

with the past practices of the Company and its Subsidiaries (including tax allocation agreements in effect between the Company and any of its Subsidiaries) unless required by Law. With respect to such Pre-Closing Tax Returns of the Company and any of its Subsidiaries, Seller shall deliver any such Tax Returns that are first due after the Adjustment Time to Buyer for its review and comment at least fifteen (15) Business Days prior to the due date for filing. Seller shall consider in good faith any reasonable comments of Buyer with respect to such Tax Returns. With respect to all Pre-Closing Tax Returns that are due on or before the Adjustment Time, Seller shall cause the Company and its Subsidiaries to pay the Taxes shown as payable thereon. With respect to Pre-Closing Tax Returns of the Company and any of its Subsidiaries that are due after the Adjustment Time, Buyer shall cause the Company and its Subsidiaries to pay the Taxes shown as payable thereon, subject to its right to payment from Seller pursuant to Section 5.7(c). Buyer shall cause the Company and its Subsidiaries to prepare and file, or cause to be prepared and filed, all Tax Returns of the Company and its Subsidiaries for all Post-Closing Tax Periods (such Tax Return, "Post-Closing Tax Returns"), and Buyer shall pay or cause to be paid all Taxes with respect to such Post-Closing Tax Returns.

(b) Buyer shall cause the Company and its Subsidiaries to prepare and file, or cause to be prepared and filed, any Tax Returns required to be filed by the Company and any of its Subsidiaries for any Straddle Periods (such Tax Returns, "Straddle Period Tax Returns"). Buyer shall cause the Company and its Subsidiaries to pay or cause to be paid all Taxes with respect to such Straddle Period Tax Returns, subject to Buyer's right to payment from Seller pursuant to Section 5.7(c) with respect to the Taxes of such Straddle Period attributable to the portion of the Straddle Period ending on the Adjustment Time ("Pre-Closing Taxes") as determined in accordance with Section 5.7(c). Buyer shall provide a copy of each such Straddle Period Tax Return and a statement certifying the amount of Pre-Closing Taxes shown on such Straddle Period Tax Return, if any, that are chargeable to Seller for review and comment at least fifteen (15) days before such Straddle Period Tax Return is required to be filed and shall consider in good faith any comments provided by Seller.

(c) Pre-Closing Taxes included on Straddle Period Tax Returns shall be calculated as though the taxable period of the Company and its Subsidiaries terminated as of the Adjustment Time; provided, however, that in the case of a Tax not based on income, receipts, proceeds, profits or similar items, Pre-Closing Taxes shall be equal to the amount of Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the total number of days from the beginning of the Straddle Period through the Adjustment Time and the denominator of which is the total number of days in the Straddle Period. All Straddle Period Tax Returns shall be prepared, and all determinations necessary to give effect to the foregoing allocations shall be made, in a manner consistent with prior practice of the Company and its Subsidiaries.

(d) The amount of any Tax refunds or credits relating to the Company or any of its Subsidiaries and attributable to a Pre-Closing Tax Period or the portion of a Straddle Period ending on the Adjustment Time that is actually received or applied to offset any Taxes of the Company or any of its Subsidiaries attributable to a period after the Adjustment Time (net of any Tax thereon) and that is not taken into account in determining the amount of Company Taxes Payable (as finally determined under this Agreement) shall be for the account of Seller, other than refunds attributable to the carryback of losses arising after the Adjustment Time to a

Pre-Closing Tax Period. Buyer shall pay, or cause to be paid, to Seller the amount of such refund or credit (net of any Tax thereon), within ten (10) days after such refund is received or after such credit or refund is used to offset another Tax Liability, as the case may be.

(e) Buyer shall notify Seller, in writing within ten (10) Business Days after the receipt by Buyer or the Company or any of its Subsidiaries of any written notice of any examination, audit, dispute or proceeding regarding any Taxes or Tax Return with respect to which Seller may have an indemnification obligation under Section 7.2 (a "Tax Claim"). Seller, as the indemnifying party, shall be entitled to control any Tax Claim, provided that (A) Buyer party, at its sole cost and expense, shall have the right to participate in any such Tax Claim and shall be entitled to receive copies of all material, non-privileged correspondence and documents related to such Tax Claim; (B) Seller shall consult with Buyer and shall not enter into any settlement with respect to any such Tax Claim without Buyer's prior written consent, which will not be unreasonably withheld, delayed or conditioned; and (C) at its own cost and expense, Buyer shall have the right to participate in (but not control) the defense of such Tax Claim. To the extent Seller elects to control or defend a Tax Claim, the costs and expenses (including cost of counsel) incurred by Seller in contesting any such Tax Claim shall be borne by Seller. If Seller does not elect to control such Tax Claim, Buyer shall control such Tax Claim, but shall provide Seller the same rights that Buyer would have if Seller had elected to control such Tax Claim pursuant to clauses (A) through (C) above. To the extent Seller fails to control or defend any such Tax Claim (failure to control or defend determined in the reasonable discretion of Buyer) any reasonable cost or expense borne by Buyer or its Affiliates to control or defend such Tax Claim is subject to indemnification pursuant to Section 7.2. The provisions of Section 7.5 shall not be applicable to Tax Claims subject to the provisions of this Section 5.7(e).

(f) Seller, the Company and its Subsidiaries and Buyer shall cooperate fully, as and to the extent reasonably requested by the other parties, in connection with the preparation and filing of Tax Returns pursuant to this Section 5.7 and any Tax Claim. Such cooperation shall include signing any Tax Returns, amended Tax Returns, claims or other documents necessary to settle any Tax Claim, the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such Tax Claim or other proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereby.

(g) All transfer, documentary, sales, use, stamp, value added taxes, turnover taxes, good and services taxes, registration and other such Taxes and fees ("Transfer Taxes") incurred in connection with the transactions contemplated by this Agreement shall be paid by Seller. As required by applicable Law, the parties will, and will cause their respective Subsidiaries to, join in the execution of any returns and other documentation relating to such Transfer Taxes.

(h) After the Closing, Buyer, its Affiliates, the Company and any of its Subsidiaries shall have the right to amend, modify or otherwise change any Tax Return of the Company and any of its Subsidiaries; provided, however, that Buyer or an appropriate Affiliate shall indemnify Seller for any increase in its Tax Liability for any Pre-Closing Tax Period resulting from any amendment, modification or change to any Tax Returns (other than any amendment, modification or change necessary in order to comply with Law or to correct any

inaccurate statement of fact), to the extent that Seller has not consented to such amendment, modification or change, such consent not to be unreasonably withheld or delayed.

(i) If (x) the amount of Taxes shown as due and owing on any Pre-Closing Tax Return of the Company or any of its Subsidiaries or (y) the amount of Pre-Closing Taxes shown as due and owing on any Straddle Period Tax Return exceeds the accrual for such Taxes reflected in Company Taxes Payable (such excess amount with respect to any such Tax Return, an "Unpaid Taxes Shortfall"), then, no later than five (5) days after the filing of the relevant Tax Return, an amount equal to the applicable Unpaid Taxes Shortfall shall be paid by Seller to Buyer. If (x) the amount of Taxes shown as due and owing on any Pre-Closing Tax Return of the Company or any of its Subsidiaries or (y) the amount of Pre-Closing Taxes shown as due and owing on any Straddle Period Tax Return is less than the accrual for such Taxes reflected in Company Taxes Payable (net of any prior payments made of Taxes that were chargeable against such accruals) (such excess amount with respect to any such Tax Return, an "Unpaid Taxes Surplus"), then, no later than five (5) days after the filing of the relevant Tax Return, Buyer shall pay to Seller an amount equal to the applicable Unpaid Taxes Surplus.

(j) The parties acknowledge that (i) the Company's collections of Medicare Audit Receivables as agent for Seller; and (ii) the Conversion are intended to constitute non-taxable events for the Company and the Subsidiaries for state and federal income tax purposes and that such collections and the Conversion shall be reported and treated as a non-taxable event for the Company and the Subsidiaries for state and federal income tax purposes, with the assignment of payment of the Medicare Audit Receivables occurring prior to the Closing Date, and the Conversion occurring on the Adjustment Time. Buyer agrees to file all Post-Closing Tax Returns in a manner consistent with the foregoing provisions. The parties further acknowledge and agree that any and all income and other Tax items that may arise from the Conversion or such other transactions shall be allocated to and reflected on the final federal and any final state, local or foreign income or other Tax Returns of the Company for the taxable period ending on the Adjustment Time. With respect to any income Tax Return for a taxable period which includes but does not end on the Adjustment Time or other Straddle Period Tax Return, such income and other Tax items shall be reflected in the portion of the taxable period ending on the Adjustment Time, as determined in accordance with Section 5.7(c).

#### SECTION 5.8. Director and Officer Liability and Indemnification.

(a) For a period of six (6) years after the Closing Date, Buyer shall cause the Company and its Subsidiaries to fulfill and honor its obligations to its directors and officers pursuant to any indemnification provisions in the Company's or any of its Subsidiaries' certificate or articles of incorporation, bylaws or other equivalent governing documents relating to the exculpation, indemnification or advancement of expenses of any officers and directors as in effect as of the date hereof (each, an "D&O Indemnified Person") (unless and to the extent required by Law), it being the intent of the parties that the officers and directors of the Company and its Subsidiaries shall continue to be entitled to such exculpation, indemnification and advancement of expenses to the full extent of the Law and that no change, modification or amendment of such arrangements may be made that will affect any such Person's right thereto without the prior written consent of that Person.

(b) At or prior to the Closing, the Company shall, at the Company's expense, obtain, maintain and fully pay for irrevocable "tail" insurance policies ("D&O Tail Insurance") naming the D&O Indemnified Persons as direct beneficiaries with a claims period of at least six (6) years from the Closing Date from an insurance carrier with the same or better financial-strength rating from A.M. Best Company as the Company's current insurance carrier with respect to directors' liability insurance in an amount and scope at least as favorable to the Company's directors and officers as the Company's existing policies with respect to matters existing or occurring at or prior to the Closing Date; provided, however, that in no event shall the Company be required to expend for such policies pursuant to this sentence an annual premium in excess of 300% of the annual premiums currently paid by the Company for such insurance. Buyer shall not, and shall cause the Company to not, cancel or change such D&O Tail Insurance policies in any respect.

(c) In the event that Buyer or the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and other assets to any Person, then, in each such case, Buyer shall cause proper provision to be made so that the applicable successors and assigns or transferees expressly assume the obligations set forth in this Section 5.8.

(d) The provisions of this Section 5.8 are intended to be for the benefit of, and will be enforceable by, each covered or D&O Indemnified Person referred to in Section 5.8(a), his or her heirs and his or her representatives, and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise.

**SECTION 5.9. Release of Claims.** Effective upon the Closing, Seller, on behalf of itself, its Subsidiaries, its Affiliates and its successors and assigns (each, a "Releasor"), hereby completely releases, acquits and forever discharges, to the fullest extent permitted by Law, Buyer, the Company, each Subsidiary of the Company and their respective Affiliates and each of their respective current, former and future officers, directors, employees, agents, advisors, successors and assigns (each, a "Releasee"), from any and all Losses, debts or rights, whether fixed or contingent, known or unknown, matured or unmatured, arising out of, relating to, or in any manner connected with any facts, events or circumstances, or any actions taken, at or prior to the consummation of the transactions contemplated by this Agreement that any Releasor ever had or now has against the Releasees, excluding any Liabilities arising solely in relation to the transactions contemplated by or terms of this Agreement and unpaid compensation, benefits, expense reimbursements or similar matters relating to compensation of such Person. Effective upon the Closing, Seller shall not, and, to the extent within its control, shall not cause or permit its equity holders or any of their respective Subsidiaries, Affiliates, successors and assigns to, assert any claims against the Releasees in respect of claims released pursuant to the preceding sentence. Seller (a) understands that, effective upon the Closing, the release contained in this Section 5.9 shall be binding on Seller and its equity holders, Subsidiaries, Affiliates, successors and assigns and (b) represents and warrants that (i) it has had the opportunity to consult with counsel of its choice, (ii) it is fully informed of the nature and contents of this release and (iii) it has entered into this release freely and without any threat or coercion whatsoever.

SECTION 5.10. Exclusivity. The parties shall continue to be bound by and comply with the terms of that certain exclusivity agreement by and between the Company and Buyer, dated March 23, 2016 (as amended from time to time, the "Exclusivity LOA") which is incorporated herein by reference; provided, however, that the Exclusivity Period, as that term is defined in the Exclusivity LOA, is extended to be coterminous with the term of this Agreement.

SECTION 5.11. Updates. From the date hereof until the Closing Date, Seller and the Company shall promptly supplement or amend the Company Disclosure Schedules that they have delivered with respect to any matter first existing or occurring following the date hereof that (i) if existing or occurring at or prior to the date hereof, would have been required to be set forth or described in the Company Disclosure Schedules, or (ii) is necessary to correct any information in the Company Disclosure Schedules that was or has been rendered inaccurate thereby, provided that any such supplement or amendment to any Company Disclosure Schedules shall not be deemed to modify, or cure any breach of the Company's representations and warranties in this Agreement or have any effect for the purpose of determining satisfaction of the conditions set forth in Article VI or the obligations of Seller and the Company under Article VII, except for any supplements or amendments to correct a misstatement or omission relating to an ordinary course matter or item of the Company or its Subsidiaries, in each case, consistent with past practice and not material in amount; provided that any supplement or amendment relating to any matter that would require the consent of Buyer pursuant to Section 5.1(a) shall not be deemed to relate to an ordinary course matter for purposes of this Section 5.11. Each Company Disclosure Schedule shall reference at least one section of this Agreement to which it relates, provided that if an item has been included or identified in a Company Disclosure Schedule, such matter shall be determined to have been disclosed to Buyer with respect to any other section of this Agreement relating to such disclosure only to the extent a specific cross reference is made with respect thereto. Notwithstanding the foregoing, neither Seller nor the Company may supplement or amend Section 2.4 of the Company Disclosure Schedules in any respect without the prior written consent of Buyer (which consent may be withheld in its sole discretion).

SECTION 5.12. Further Assurances. From time to time, as and when requested by any party hereto and at such requesting party's expense, any other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

SECTION 5.13. Real Property Matters. With respect to each parcel of Owned Real Property, Seller shall obtain, at its cost and expense and within thirty (30) days after the date of this Agreement, (i) either a new title policy, or an endorsement down-dating the Company's existing title policy, if any, that is reasonably acceptable to Buyer; (ii) a current land title survey or improvement location certificate certified to Buyer, prepared by a licensed surveyor, and otherwise reasonably acceptable to Buyer; and (iii) a Phase I environmental assessment study that is reasonably acceptable to Buyer. With respect to each Real Property Lease and prior to or at the Closing, Seller shall obtain, at its cost and expense, from the corresponding landlord a commercially reasonable estoppel certificate that is reasonably acceptable to Buyer.

SECTION 5.14. Recovered Medicare Audit Receivables. On the first business day immediately prior to the Closing Date, Company shall assign to Seller its right to payment of the Medicare Audit Receivables. Buyer shall cause the Company to continue, initiate and maintain such actions, claims and proceedings for the purposes of seeking a determinations of and recovery of the Medicare Audit Receivables, whether through administrative or judicial proceedings. Subject to clause (i) of the following sentence, the Company shall, to the extent permitted by Law, act as agent for Seller in pursuing recovery of payment of the Medicare Audit Receivables; provided, however, that any decisions to appeal any administrative or judicial ruling shall be made by Seller making a commercially reasonable determination based upon a good faith determination of the costs of such appeal and the expected recoveries, subject to consent of the Company, which consent shall not be unreasonably withheld. Within ten (10) Business Days of receipt by the Company or its Subsidiaries of any Recovered Medicare Audit Receivables, (i) 20% of the amount of such Recovered Medicare Audit Receivables shall be deposited into the Transaction Escrow Account in accordance with the terms of the Escrow Agreement and (ii) the remaining amount of such Recovered Medicare Audit Receivables shall be paid directly to Seller.

SECTION 5.15. Risk Corridor Receivables. Following the Closing, after consideration of the Company's performance, Buyer will consider making a contribution to Seller of the Risk Corridor Receivables received by the Company or its Subsidiaries. The ultimate determination of the amount of such contribution to Seller, if any, shall be in the sole and absolute discretion of Buyer.

SECTION 5.16. Premium Deficiency Reserve. In the event that the Closing Date occurs prior to December 31, 2016, prior to Closing, the Company shall take a reasonable premium deficiency reserve in accordance with GAAP or SAP to reflect the expected losses related to the Company's individual plans offered in the Connect for Health Colorado exchange.

SECTION 5.17. Buyer's Post Closing Obligations.

(a) Within ten (10) days of Closing, Buyer shall contribute an additional cash amount to the Company as a capital contribution to increase the Company's Statutory Surplus such that, after giving effect to the contribution to the Company pursuant to Section 2.4(f), the Company and RMHCO would each have had three hundred percent (300%) of its Authorized Control Level RBC as if such contribution were made on the Closing Date.

(b) The Company will form an advisory board made up of local community representatives, such as management, physicians, consumers and plan sponsors to assist the Company with model business development, relationship management, social responsibility and other matters important to serving the communities the Company has serviced historically.

(c) Buyer will, or will cause the Company to, continue to support the community in Western Colorado for three (3) years at the Company's current level of community benefit support up to \$500,000 per year, including Quality Health Network, Hope West, Hilltop Community Resource, Marillac Clinic, Strive and the Colorado Mesa University Nursing Program.

(d) Buyer will cause the Company to maintain its Medicare Cost Contract for three (3) years in geographic areas on the Western Slope of Colorado and those Front Range Colorado geographic areas in which Buyer or its Affiliates do not offer Medicare health plans; provided that there are no material changes to policies, rates or operational requirements of Medicare Cost plans that would adversely impact the financial performance of the Medicare Cost Contract.

(e) For a period of one (1) year following the Closing Date, Buyer will cause Company to provide Seller, an office in Grand Junction for its employees and a Company meeting room for the purposes of meetings of Seller's board of directors and officers; provided that Seller and its board of directors' and officers' use of such meeting room shall not unreasonably interfere with the business of the Company or its Subsidiaries.

(f) It is acknowledged by each of the parties that Lewis Roca Rothgerber Christie LLP and Hoskin, Farina & Kampf P.C. and Nelson Mullins Riley & Scarborough LLP (together, "Counsel") have represented Seller and the Company in connection with the transactions contemplated by this Agreement and on other proposed transactions for acquisition of the direct or indirect control of the Company and its Subsidiaries (the "Transaction Matters"). Buyer and the Company agree that any attorney-client privilege, attorney work-product protection, and expectation of client confidence attaching as a result of Counsel's representation of the Company or Seller solely and directly in connection with the Transaction Matters, including the transactions contemplated by this Agreement, and all related information and documents covered by such privilege or protection, shall belong to and be controlled by the Seller and may be waived only by Seller, and not the Company or its Subsidiaries or Affiliates, and shall not pass to or be claimed, waived or used by Buyer, the Company or its Subsidiaries or Affiliates, or their successors and assigns. For the avoidance of doubt, any attorney-client privilege, attorney work-product protection and expectation of client confidence attached as a result of Counsel's representation of the Company or Seller other than with respect to the ~~Transaction Matters shall pass to Buyer and its Affiliates, successors and assigns.~~

SECTION 5.18. Invention Assignment Agreements; Intellectual Property Agreements.

(a) Prior to the Closing, Seller and the Company shall use (and the Company shall cause its Subsidiaries to use) commercially reasonable efforts to obtain as promptly as practicable invention assignment agreements in forms reasonably acceptable to the Company, on the one hand, and Buyer, on the other hand, for such individuals who, to the Knowledge of the Company, created or developed any Owned Intellectual Property; provided, that in no event shall the Company or any of its Subsidiaries be required to (a) pay or incur any out-of-pocket cost or expense in obtaining such agreements (other than payment of de minimis nominal consideration to such individuals or entities contemplated by such reasonably acceptable forms of invention assignment agreements), or (b) disclose the existence of this Agreement or the pendency of the transactions contemplated hereby.

(b) Prior to the Closing, Seller and the Company shall use (and the Company shall cause its Subsidiaries to use) best efforts to obtain the consent of the counterparty (or counterparties) to each agreement set forth on Section 3.15(j) of the Company Disclosure

Schedules that is marked with an asterisk to the transactions contemplated hereby, such that, following Closing, each item of Company Intellectual Property that is the subject of each such agreement will be owned, licensed or available for use on identical terms following the consummation of the transactions contemplated hereby as such items were owned, licensed or available for use to the Company or any of its Subsidiaries prior to the consummation of the transactions contemplated hereby.

## ARTICLE VI

### CONDITIONS TO CONSUMMATE CLOSING

SECTION 6.1. Conditions to All Parties' Obligations. The obligations of the Seller Parties and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing Date:

(a) The Colorado State Health Care System Initiative, also known as Amendment 69, shall have been voted on and shall not have been approved by the People of the State of Colorado;

(b) The Company Consents and Approvals shall have been obtained in accordance with applicable Law; and

(c) Except for any pending action or proceeding directly initiated or caused by the party asserting its right to not consummate the transactions contemplated by this Agreement pursuant to this Article VI, (i) no court or Governmental Authorities of competent jurisdiction shall have enacted a Law, rule or regulation that is in effect and renders the performance of this Agreement or the consummation of any of the material transactions contemplated by this Agreement illegal under applicable Law, (ii) no Governmental Authorities shall have formally issued an injunction or other Order that is in effect and prohibits the performance of this Agreement or the consummation of any of the transactions contemplated by this Agreement in the United States (each, a "Prohibitive Order") and (iii) no proceeding or lawsuit shall be threatened or pending, or shall have been commenced, for the purpose of obtaining a Prohibitive Order.

SECTION 6.2. Conditions to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions as of the Closing Date, any of which may be waived in writing by Buyer:

(a) (x) The representations and warranties set forth in (i) Article III (other than the Seller Fundamental Representations and Warranties and those representations and warranties that address matters as of particular dates) shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though then made (disregarding all qualifications or limitations as to "materiality" or "Company Material Adverse Effect") and (ii) Article III that address matters as of particular dates shall be true and correct in all material respects as of such dates (disregarding all qualifications or limitations as to "materiality" or

“Company Material Adverse Effect”); and (y) the Seller Fundamental Representations and Warranties shall be true and correct in all but *de minimis* respects as of the date hereof and as of the Closing Date as though then made;

(b) The Seller Parties shall have performed in all material respects all of the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing;

(c) Since the date of this Agreement, there shall not have been any event, change, effect or circumstance that has had or would reasonably be expected to have a Company Material Adverse Effect;

(d) The Company and RMHCO shall each have Total Adjusted Capital greater than or equal to its Mandatory Control Level RBC, before giving effect to the transactions contemplated by Article II of this Agreement;

(e) The applicable Governmental Authority shall not have exercised its discretionary authority to place the Company or RMHCO under regulatory control pursuant to Sections 10-16-418(1) and 10-3-501 et seq. of the Colorado Revised Statutes;

(f) Seller shall have delivered to Buyer the stock certificate representing the Shares, accompanied by a duly executed stock power in form reasonably satisfactory to Buyer;

(g) Seller shall have delivered to Buyer the Escrow Agreement, duly executed by Seller;

(h) Seller shall have delivered to Buyer written resignations from limited liability company manager and corporate officer positions (but not employment) and director positions, effective as of the Closing, from each director, officer or manager of the Company or any of its Subsidiaries appointed by Seller set forth in Exhibit D or as subsequently provided by Buyer in writing to Seller prior to the Closing Date;

(i) Seller shall have delivered a certificate in form and substance reasonably satisfactory to Buyer, dated as of the Closing Date, of the Secretary of Seller certifying that attached thereto are (A) complete and correct copies of the organizational documents of the Company and each of its Subsidiaries, as amended to date, (B) a complete and correct copy of resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder, and that such resolutions, approvals and consents have not been amended or modified in any respect and remain in full force and effect as of the Closing Date, and (C) a complete and correct copy of resolutions adopted by the board of directors of the Company authorizing the execution, delivery and performance of this Agreement, and all other agreements executed in connection herewith by the Company and the consummation of the transactions contemplated hereunder, and that such resolutions, approvals and consents have not been amended or modified in any respect and remain in full force and effect as of the Closing Date;

(j) Seller shall have delivered to Buyer evidence reasonably satisfactory to Buyer that the Conversion has been completed in accordance with applicable Law, including a file stamped copy of the Statement of Conversion filed with the Secretary of State of the State of Colorado pursuant to Section 7-90.201.7 of the Colorado Revised Statutes;

(k) Seller shall have delivered to Buyer the Permits, consents, approvals and authorizations set forth in Exhibit E;

(l) Seller shall have delivered a duly executed certification, substantially identical to the form attached hereto as Exhibit F, in compliance with Treasury Regulation Sections 1.1445-2(b)(2), certifying under penalties of perjury that Seller is not a foreign Person;

(m) Seller shall have delivered to Buyer certificates of good standing from the Secretary of State (or as applicable, the insurance director, commissioner or equivalent Governmental Authorities) of each state in which the Company or its Subsidiaries is incorporated, formed or organized, as applicable, evidencing the good standing of the Company and its Subsidiaries in such jurisdiction, dated within a recent date of the Closing;

(n) Seller shall have delivered to Buyer a certificate of Seller, dated as of the Closing Date and executed by an executive officer of Seller, stating that the conditions specified in Section 6.2(a)-(c) above have been satisfied;

(o) Seller shall have delivered to Buyer a duly executed waiver of those certain change in control provisions in the Monument Operating Agreement from St. Mary's Hospital & Medical Center, Inc. and Primary Care Partners, Inc. in a form reasonably acceptable to Buyer;

(p) Seller shall have delivered to Buyer a certificate of Seller, dated as of the Closing Date and executed by an executive officer of Seller, stating that (i) the Derivative Works License (as defined in the Master Development Agreement by and between the Company and CirrusMD, Inc. ("Cirrus"), dated November 13, 2014 (the "MDA")) granted to the Company by Cirrus remains in full force and effect and (ii) the Company's rights under the Derivative Works License as set forth in Section 6.3 of the MDA have not in any manner been amended, restricted, diminished or cancelled;

(q) Seller shall have delivered to Buyer evidence of the termination of the Memorandum of Support, dated as of July 2003, as amended and supplemented, between the Company and Seller;

(r) Seller shall have delivered to Buyer a duly executed waiver from Hoskin, Farina & Kampf P.C. of those certain exclusivity obligations of the Company and its Subsidiaries in a form reasonably acceptable to Buyer; and

(s) Seller shall have delivered to Buyer a copy of the Valuation Opinion, dated as of the date hereof, which opinion shall confirm the terms of this Agreement are fair to Seller, including with respect to the value attributable to the ownership of the Shares.

SECTION 6.3. Conditions to the Seller Parties' Obligations. The obligation of the Seller Parties to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions as of the Closing Date, any of which may be waived in writing by the Seller Parties:

(a) (i) The representations and warranties set forth in (x) Article IV (other than the Buyer Fundamental Representations and Warranties and those representations and warranties that address matters as of particular dates) shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though then made (disregarding all qualifications or limitations as to "materiality" or "material adverse effect") and (y) Article IV that address matters as of particular dates shall be true and correct in all material respects as of such dates (disregarding all qualifications or limitations as to "materiality" or "material adverse effect"); and (ii) the Buyer Fundamental Representations and Warranties shall be true and correct in all but *de minimis* respects as of the date hereof and as of the Closing Date as though then made;

(b) Buyer shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) Buyer shall have delivered to Seller the Escrow Agreement, duly executed by Buyer;

(d) Buyer shall have delivered to the Company a certificate of Buyer, dated the Closing Date and executed by an executive officer of Buyer, stating that the conditions specified in Section 6.3(a)-(b) above have been satisfied; and

(e) Buyer shall have made the payments set forth in Section 2.2 and Section 2.4 to be made by it on the Closing Date.

## ARTICLE VII

### SURVIVAL AND INDEMNIFICATION

SECTION 7.1. Survival. Subject to the terms and conditions of this Article VII, the representations and warranties of the parties contained in Article III and Article IV will survive the Closing and will remain in full force and effect thereafter until the Survival Date upon which, they will terminate and have no further force and effect. Notwithstanding the preceding sentence, (a) the Seller Statute of Limitations Representations and Warranties shall survive five (5) years after the Closing Date, (b) the Seller Fundamental Representations and Warranties and the Buyer Fundamental Representations and Warranties shall survive ten (10) years after the Closing Date, and (c) the covenants, agreements and other obligations contained in this Agreement, and the indemnification obligations of the parties with respect thereto, shall survive ten (10) years after the Closing Date. Any claim for indemnity made by an Indemnified Party under Section 7.2 or Section 7.3 in accordance with the terms of this Article VII prior to the expiration of the survival period for the relevant representation, warranty or covenant or agreement of the parties that require performance prior to Closing, will survive beyond such period until such time as it is finally resolved. At any point after the Survival Date, Seller may

seek written confirmation from Buyer that indemnification obligations that terminate on the Survival Date have reasonably expired under the circumstances and that Seller has no further indemnification obligations related to such indemnification obligations. Buyer shall consider such request in good faith and reasonably under the circumstances, provided that a failure of Buyer to respond shall not be deemed a breach of this Agreement. If Buyer and Seller are unable to reach agreement regarding the expiration of such indemnity obligations, then Buyer and Seller shall engage in binding arbitration regarding establishing an expiration date under the circumstances for Seller's indemnity obligations using JAMS in Denver, Colorado. Each of the survival periods set forth in this Section 7.1, shall take into account the right of the parties to extend the otherwise applicable statute of limitations periods in accordance with Section 8106(c), Title 10 of the Delaware General Corporation Law, as applicable.

**SECTION 7.2. Indemnification by Seller.** Subject to the terms and conditions of this Article VII, from and after the Closing, Seller shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective directors, officers, equityholders, partners, members, attorneys, accountants, agents, representatives and employees (the "Buyer Indemnified Parties") from, against and with respect to any damages, losses, Liabilities, claims, demands, actions, suits and judgments, excluding indirect, speculative, special, incidental, consequential damages (provided, that, for purposes hereof, "consequential damages" means damages that were not probable or reasonably foreseeable and were not the direct result of the related or alleged breach) and punitive damages, except to the extent awarded to a Person other than an Indemnified Party pursuant to a Third-Party Claim (collectively, "Losses") suffered, sustained or incurred by any Buyer Indemnified Party arising out of, resulting from or otherwise in respect of:

(a) any breach or inaccuracy of any representation or warranty of Seller or the Company contained in Article III (other than the Seller Statute of Limitations Representations and Warranties and the Seller Fundamental Representations and Warranties and other than the representation of Seller or the Company in Section 2.4(a)), without giving effect to any qualifications as to materiality, material adverse effect, Company Material Adverse Effect or similar qualification contained in such representations or warranties (except with respect to Section 3.24(ii)),

(b) any breach or inaccuracy of any Seller Statute of Limitations Representation and Warranty and any Seller Fundamental Representation and Warranty, in all cases, without giving effect to any qualifications as to materiality, material adverse effect, Company Material Adverse Effect or similar qualification contained in such representations or warranties,

(c) any breach or non-fulfillment of any covenant or agreement of the Company or its Subsidiaries or Seller,

(d) any claim for fraud, willful misconduct or intentional misrepresentation of the Company or its Subsidiaries or Seller,

(e) the matters set forth in Exhibit G, or

(f) (i) any Taxes imposed on or with respect to the Company or any of its Subsidiaries with respect to all Pre-Closing Tax Periods and, with respect to any Straddle Period, for the portion thereof ending on the Adjustment Time; (ii) any Taxes imposed on the Company or any of its Subsidiaries as a result of the provisions of Treasury Regulations Section 1.1502-6 or the analogous provisions of any state, local or foreign law as a result of the Company or any of its Subsidiaries being a member of an affiliated, consolidated, combined or unitary group prior to the Closing or Taxes imposed on the Company or any of its Subsidiaries as a transferee, successor, by contract or pursuant to any law, rule or regulation, which Taxes relate to an event or transaction occurring before the Adjustment Time; (iii) any Taxes of the Company and its Subsidiaries arising (directly or indirectly) as a result of the transactions contemplated by this Agreement, including, for the avoidance of doubt, any Taxes owed by the Company and any of its Subsidiaries with respect to or as a result of (x) the Conversion or (y) the assignment or collections of the Medicare Audit Receivables in accordance with this Agreement; (iv) the Transfer Taxes for which Seller is liable pursuant to Section 5.7(g) of this Agreement; (v) any Unpaid Taxes Shortfall; (vi) Taxes and other costs resulting from a failure on the part of Seller to take any action required of Seller under this Agreement regarding Taxes, including any expenses or other costs incurred by Buyer as a result of Buyer having to control or defend a Tax Claim for which Seller fails to control or defend pursuant to Section 5.7(e); or (vii) any payments required to be made by Seller after the Adjustment Time under any Tax sharing, Tax indemnity, Tax allocation or similar contracts to which the Company or any of its Subsidiaries was obligated, or was a party, prior to the Closing.

SECTION 7.3. Indemnification by Buyer. Subject to the terms and conditions of this Article VII, from and after the Closing, Buyer shall indemnify, defend and hold harmless Seller, its Affiliates, and their respective directors, officers, equityholders, partners, members, attorneys, accountants, agents, representatives and employees (the "Seller Indemnified Parties") and, collectively with the Buyer Indemnified Parties, the "Indemnified Parties"), from, against and with respect to any Losses suffered, sustained or incurred by any Seller Indemnified Party arising out of, resulting from or otherwise in respect of (a) any breach or inaccuracy of any representation or warranty of Buyer contained in Article IV (other than the Buyer Fundamental Representations and Warranties) in all cases without giving effect to any qualifications as to materiality, material adverse effect or similar qualification contained in such representations or warranties, (b) any breach or inaccuracy of any Buyer Fundamental Representations and Warranties, in all cases without giving effect to any qualifications as to materiality, material adverse effect or similar qualification contained in such representations or warranties, (c) any breach or non-fulfillment of any covenant or agreement of Buyer contained in this Agreement or (d) any claim for fraud, willful misconduct or intentional misrepresentation of Buyer.

SECTION 7.4. Certain Limits to Indemnification.

(a) Neither shall Seller be liable to any Buyer Indemnified Parties, nor shall Buyer be liable to any Seller Indemnified Parties, for any Losses with respect to the matters described in Section 7.2 or Section 7.3, respectively, unless a written claim or demand for indemnification with respect to such matters is submitted by the applicable Buyer Indemnified Party or Seller Indemnified Party, on or prior to the applicable expiration date with respect to such matters.

(b) Seller shall not be liable to Buyer Indemnified Parties, nor shall Buyer be liable to any Seller Indemnified Parties, for any Losses with respect to the matters contained in Section 7.2(a) or Section 7.3(a) unless such Losses exceed an aggregate amount equal to \$500,000 (the respective "Deductible Amount"), respectively, and then only for Losses in excess of the Deductible Amount, and thereafter, in an amount not to exceed \$5,000,000 for (A) Seller with respect to Section 7.2(a) and (B) Buyer with respect to Section 7.3(a). The aggregate Liability of Seller, on the one hand, and Buyer, on the other hand, for any Losses with respect to matters set forth in this Article VII, other than with respect to fraud of a party, shall not exceed the total proceeds received by Seller under this Agreement including the Recovered Medicare Audit Receivables.

(c) Seller shall not be liable to any Buyer Indemnified Parties for any Losses (i) relating to Taxes imposed with respect to a taxable period (or portion thereof) beginning after the Adjustment Time (except to the extent such Taxes arise as a result of the breach of any of the representations set forth in Section 3.11) or (ii) under Section 7.2(f) arising as a result of a transaction or action occurring after the Closing.

#### SECTION 7.5. Third-Party Claim Indemnification Procedures.

(a) In the event that any written claim or demand for which an indemnifying party hereunder (an "Indemnifying Party") may have Liability to any Indemnified Party hereunder, is asserted against or sought to be collected from any Indemnified Party by a third party (a "Third-Party Claim"), such Indemnified Party shall promptly, but in no event more than thirty (30) days following such Indemnified Party's receipt of a Third-Party Claim, notify the Indemnifying Party of such Third-Party Claim, the amount or the estimated amount of damages sought thereunder to the extent then reasonably ascertainable, any other remedy sought thereunder and any relevant time constraints relating thereto (a "Claim Notice"); provided that the failure to timely give a Claim Notice or otherwise comply with the foregoing shall only affect the rights of an Indemnified Party hereunder to the extent such failure has a materially prejudicial effect on the defenses or other rights available to the Indemnifying Party with respect to such Third-Party Claim or the indemnification obligations are materially increased as a result of such failure. The Indemnifying Party shall have thirty (30) days from receipt of a Claim Notice (or such lesser number of days set forth in the Claim Notice as may be required by court proceeding in the event of a litigated matter) to notify the Indemnified Party that it desires to defend the Indemnified Party against such Third-Party Claim. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly following the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third-Party Claim.

(b) In the event that the Indemnifying Party notifies the Indemnified Party within the period set forth in Section 7.5(a) that it elects to defend the Indemnified Party against a Third-Party Claim, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings and shall have the sole power to direct and control such defense, with counsel of its choosing, at its expense (which choice of counsel shall be subject to the Indemnified Party's prior written consent, not to be unreasonably withheld); provided, that (i) the Indemnifying Party shall have acknowledged in writing to the Indemnified Party its obligation to indemnify the Indemnified Party as provided hereunder in respect thereof, (ii) the

Indemnifying Party must conduct the defense of the Third-Party Claim actively and diligently in order to preserve its rights in this regard and (iii) notwithstanding the foregoing, the Indemnifying Party shall not have the right to elect to defend the Indemnified Party against a Third-Party Claim (and the Indemnified Party shall have the sole power to direct and control such defense) if the Third-Party Claim (A) could result in any Adverse Claim Consequences or (B) seeks non-monetary relief, relates to a criminal action or involves claims by a Governmental Authorities. Once the Indemnifying Party has made such election, the Indemnified Party shall have the right to participate in any such defense and to employ separate counsel of its choosing at such Indemnified Party's expense; provided, however, that the Indemnified Party shall be entitled to participate in any such defense and to employ separate counsel at the reasonable expense of the Indemnifying Party if, (A) so requested by the Indemnifying Party to participate or (B) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnifying Party and the Indemnified Party that would make such separate representation advisable. If the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or offer to settle or compromise any Third-Party Claim if the terms of such settlement does not contain a release of the Indemnified Parties or (i) would result in the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party, (ii) would result in a finding or admission of wrongdoing or violation of Law by the Indemnified Party, (iii) would result in any monetary Liability of the Indemnified Party that will not be paid or reimbursed by the Indemnifying Party, or (iv) relates to any ongoing business of the Indemnified Party, which, in the case of a Buyer Indemnified Party, shall include the Company (any of the foregoing, "Adverse Claim Consequences"). If the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnified Party shall not admit any Liability with respect to, settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

(c) ~~The Indemnified Party and the Indemnifying Party shall reasonably cooperate in order to ensure the proper and adequate defense of a Third-Party Claim, including by providing reasonable access to each other's relevant books and records, and employees. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of books and records and information that are reasonably relevant to such Third-Party Claim, and making employees and Representatives reasonably available on a mutually convenient basis during normal business hours to provide additional information and explanation of any material provided hereunder. The Indemnified Party and the Indemnifying Party shall use commercially reasonable efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a Third-Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges.~~

SECTION 7.6. Direct Claim Indemnification Procedures. Each Indemnified Party shall assert any claim on account of any Losses which do not result from a Third-Party Claim (a "Direct Claim") by giving the Indemnifying Party written notice thereof reasonably promptly. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and indicate the estimated amount, if reasonably practicable, of Losses that have been or may be sustained by the Indemnified Party; provided that the failure to timely to give such notice

or comply with the foregoing shall only affect the rights of an Indemnified Party hereunder to the extent such failure has a materially prejudicial effect on the defenses or other rights available to the Indemnifying Party with respect to such Direct Claim. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such notice, or fails to notify the Indemnified Party and, prior to the Survival Date, as applicable, the Escrow Agent, within thirty (30) days after delivery of such notice by the Indemnified Party that the Indemnifying Party disputes the claim described in such notice, the Losses in the amount specified in the Indemnified Party's notice will be conclusively deemed a Liability of the Indemnifying Party and the Indemnified Party shall be entitled to recover the amount of such Losses from the Indemnifying Party in accordance with the terms and conditions of this Article VII. If the Indemnifying Party has timely disputed its Liability with respect to such claim, the Indemnifying Party and Indemnified Party will proceed in good faith to negotiate a resolution of such dispute and if no such resolution is reached, to litigate such dispute.

**SECTION 7.7. Additional Limitations on Liabilities.** Notwithstanding anything to the contrary contained in this Agreement:

(a) Neither a Buyer Indemnified Party, nor the Buyer Indemnified Parties as a group or class, shall be entitled to duplication of recovery from Seller, collectively, pursuant to this Article VII under more than one representation, warranty, covenant or agreement in respect of the same Losses suffered. Neither a Seller Indemnified Party, nor the Seller Indemnified Parties as a group or class, shall be entitled to duplication of recovery from Buyer pursuant to this Article VII under more than one representation, warranty, covenant or agreement in respect of the same Losses suffered.

(b) No Indemnifying Party shall be liable under this Article VII for any punitive damages, except to the extent awarded to a Person other than the Indemnified Party pursuant to a Third-Party Claim.

**SECTION 7.8. Claims Unaffected by Investigation.** The right of a Buyer Indemnified Party or Seller Indemnified Party to indemnification or to assert or recover on any claim shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of, or compliance with, any of the representations, warranties, covenants, or agreements set forth in this Agreement. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants or agreements.

**SECTION 7.9. Reimbursement.** If any Indemnified Party actually recovers (whether by payment, discount, credit, relief, insurance or otherwise) from a third party a sum which indemnifies or compensates such Indemnified Party (in whole or in part) in respect of any Loss which is the subject matter of the claim, such Indemnified Party shall reduce or satisfy, as the case may be, the Losses in respect of such claim to the extent of such actual recovery or, if an indemnification payment in respect of such Loss had been previously paid, should pay over the amount of such recovery to the Indemnifying Party.

SECTION 7.10. Characterization of Indemnification Payments and Escrow Amounts. All payments made (or deemed to be made, in accordance with this Agreement) by an Indemnifying Party to an Indemnified Party with respect to any claim pursuant to Section 7.2 or Section 7.3, and any amounts released from the Transaction Escrow Amount to Seller pursuant to Section 7.11, shall be treated, to the fullest extent possible under applicable Law, as adjustments to the Purchase Price for Tax purposes.

SECTION 7.11. Distribution of the Transaction Escrow Amount; Source of Indemnity Payments. The Escrow Agent shall distribute to Seller after giving effect to any amounts due to Buyer in respect of any Tax disbursements in accordance with the Escrow Agreement, subject to the terms and conditions of the Escrow Agreement, on the Survival Date, the then remaining Transaction Escrow Amount in excess of the sum of any amounts with respect to (A) which Buyer is entitled to, but has not yet received, indemnification, pursuant to this Article VII (plus the amount of any interest or income earned on such amount), (B) any unresolved claims for indemnification as of such date (plus the amount of any interest or income earned on such amount) and (C) any amounts disputed but not yet resolved pursuant to Section 2.5 or Section 2.6. Once all indemnification claims are resolved between the parties in accordance with this Article VII, and all disputes are resolved between the parties in accordance Section 2.5 or Section 2.6, as applicable, all remaining amounts in the Transaction Escrow Account, if any, shall be paid to Seller. For all matters arising under or in connection with Article VII, following the Closing Date, the Buyer Indemnified Parties shall recover (a) first, from the Transaction Escrow Account (to the extent funds remain in the Transaction Escrow Account and to the extent not previously distributed pursuant to this Section 7.11) and (b) second, to the extent that funds do not remain in the Transaction Escrow Account or would be exhausted if one or more pending claims against Seller are resolved in favor of a Buyer Indemnified Party, directly from Seller subject to the limitations in this Agreement.

SECTION 7.12. Remedies. Except in the case of Section 7.2(d), Section 7.3(d) or Section 5.8, or in connection with claims for equitable relief (including the enforcement of any covenant requiring performance following the Closing), from and after the Closing, the rights and remedies of Buyer and Seller, and any Indemnified Party, under this Article VII are exclusive and in lieu of any and all other rights and remedies which Buyer and Seller Parties, and any Indemnified Party, may have against each other with respect to the transactions contemplated hereby or thereby for monetary relief, and Buyer and each Seller Party each expressly waives and releases and agrees to waive and release any and all other rights or causes of action for monetary relief it or its Affiliates may have against the other party or its Affiliates now or in the future under any Law with respect to the preceding matters.

## ARTICLE VIII

### TERMINATION

SECTION 8.1. Termination. This Agreement may be validly terminated only as follows (it being understood and hereby agreed that this Agreement may not be terminated for any other reason or on any other basis):

(a) by the mutual written consent of Buyer and the Seller Parties at any time prior to the Closing;

(b) by either the Seller Parties or Buyer, by written notice to the other party, if:

(i) the Closing shall not have occurred on or prior to January 3, 2017 (the "Initial Termination Date"); provided that if prior to the Initial Termination Date, any of the conditions to the Closing set forth in Section 6.1(a) have not been satisfied (or waived) but all other conditions to the Closing (other than those conditions which by their terms cannot be satisfied until the Closing) have been satisfied (or waived) or are capable of being satisfied by the Initial Termination Date, the Initial Termination Date may be extended by either the Seller Parties or Buyer for an initial three (3) month period from the Initial Termination Date, and if following such initial three (3) month period, any of the conditions to the Closing set forth in Section 6.1(a) have not been satisfied (or waived) but all other conditions to the Closing (other than those conditions which by their terms cannot be satisfied until the Closing) have been satisfied (or waived) or are capable of being satisfied following the initial three (3) month period, the Initial Termination Date may be extended for a subsequent three (3) month period (the Initial Termination Date, as it may be extended pursuant to this Section 8.1(b)(i), is referred to herein as the "Termination Date"); provided, further, that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or prior to such date; or

(ii) any Prohibitive Order permanently prohibiting the consummation of the transactions contemplated by this Agreement shall have become final and non-appealable; provided that the right to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been a material cause of, or resulted in, the occurrence of such Prohibitive Order, or who has initiated or taken any action in support of such Prohibitive Order;

(c) by Buyer, by written notice to the Seller Parties, if

(i) the Seller Parties have breached or failed to perform any of their covenants or other agreements set forth in this Agreement or if any representation or warranty of the Seller Parties contained in this Agreement shall be or shall have become inaccurate, in either case (A) such that the conditions set forth in Section 6.1 or Section 6.2 would, individually or in the aggregate, fail to be satisfied on any date prior to the Closing Date (it being understood that, for purposes of this Section 8.1(c)(i), such date prior to the Closing Date shall be substituted for the Closing Date in determining whether the conditions set forth in Section 6.1 and Section 6.2 have been satisfied), and (B) such breach or failure to perform or inaccuracy cannot be cured by the Seller Parties or, if capable of being cured, shall not have been cured within thirty (30) days after receipt by the Seller Parties of notice in writing from Buyer, specifying the nature of such breach; provided that Buyer shall not have the right to terminate this Agreement pursuant to this Section 8.1(c)(i) if it is then in breach of any of its covenants set forth in this Agreement that would result in the closing conditions set forth in Section 6.1 or

Section 6.3 (other than those conditions which by their terms cannot be satisfied until the Closing) not being satisfied; or

(ii) there has been a Company Material Adverse Effect;

(d) by the Seller Parties, by written notice to Buyer, if Buyer has breached or failed to perform any of its covenants or other agreements set forth in this Agreement or if any representation or warranty of Buyer contained in this Agreement shall be or shall have become inaccurate, in either case (A) such that the conditions set forth in Section 6.1 or Section 6.3 would, individually or in the aggregate, fail to be satisfied on any date prior to the Closing Date (it being understood that, for purposes of this Section 8.1(d), such date prior to the Closing Date shall be substituted for the Closing Date in determining whether the conditions set forth in Section 6.1 and Section 6.3 have been satisfied), and (B) such breach or failure to perform or inaccuracy cannot be cured by Buyer or, if capable of being cured, shall not have been cured within thirty (30) days after receipt by Buyer of notice in writing from the Seller Parties, specifying the nature of such breach; provided that the Seller Parties shall not have the right to terminate this Agreement pursuant to this Section 8.1(d) if it is then in breach of any of its covenants set forth in this Agreement that would result in the closing conditions set forth in Section 6.1 or Section 6.2 (other than those conditions which by their terms cannot be satisfied until the Closing) not being satisfied; or

(e) by Buyer on or prior to November 15, 2016, if executed signature pages to each of the Key Executive Employment Agreements from each of the Key Executives shall not have been delivered to Buyer by November 15, 2016.

#### SECTION 8.2. Effect of Termination.

(a) In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall thereafter become void and have no further force and effect, and no party (nor any of its Representatives or Affiliates) shall have any Liability to any other Person; provided that (i) the obligations of the parties hereto contained in Section 5.4(d), this Section 8.2, Article IX and the Confidentiality Agreement shall survive the termination of this Agreement and (ii) nothing herein shall relieve any party from any Liability or Losses for any fraud, willful misconduct or intentional misrepresentation or any breach of any representation, warranty, covenant or agreement contained in this Agreement prior to the date of termination.

### ARTICLE IX

#### MISCELLANEOUS

SECTION 9.1. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and deemed given if delivered personally or mailed by certified or registered mail with postage prepaid or sent by facsimile or by overnight courier to the parties hereto, in each case with a copy sent via electronic mail (if an electronic mail address of the party to whom the relevant communication is being made has been designated pursuant hereto and remains a working

electronic mail address), at the following addresses (or at such other addresses as shall be specified by like notice):

If to the Company (and, prior to the Closing) to:

Rocky Mountain Health Maintenance Organization, Incorporated  
2775 Crossroads Boulevard Grand Junction, CO 81506-8712  
Attn: Steve ErkenBrack, President and CEO  
Phone: (970) 244-7808  
Fax: (970) 244-7880  
Email: Steve.ErkenBrack@rmhp.org

If to Seller (prior to Closing) to:

Rocky Mountain Health Plans Foundation  
c/o Rocky Mountain Health Maintenance Organization, Incorporated  
2775 Crossroads Boulevard Grand Junction, CO 81506-8712  
Attn: President  
Phone: (970) 244-7800  
Fax: (970) 244-7880  
Email: Steve.ErkenBrack@rmhp.org

In either event with a copy to (which shall not constitute notice for purposes of this Agreement):

Hoskin Farina & Kampf, P.C.  
200 Grand Avenue, Suite 400  
Grand Junction, Colorado 81501  
Attn: David M. Scanga  
Phone: (970) 986-3400  
Fax: (970) 986-3401  
Email: dscanga@hfak.com

If to Buyer (and, after the Closing, the Company), to:

United HealthCare Services, Inc.  
c/o UnitedHealth Group Incorporated  
9900 Bren Road East  
Minnetonka, Minnesota 55343  
Attn: Chief Legal Officer  
Fax: (952) 936-3007

With a copy to (which shall not constitute notice for purposes of this Agreement):

Hogan Lovells US LLP  
One Tabor Center, Suite 1500

1200 Seventeenth Street  
Denver, CO 80202  
Attn: Timothy R. Aragon, Esq.  
Phone: (303) 454-2529  
Fax: (303) 899-7333  
Email: timothy.aragon@hoganlovells.com

All such notices, requests, demands, waivers and other communications shall be deemed to have been received, if by personal delivery, certified or registered mail or next-day or overnight mail or delivery, on the day delivered or, if by electronic mail, fax or telegram, on the next Business Day following the day on which such electronic mail, fax or telegram was sent; provided that a copy is also sent by certified or registered mail or by overnight courier.

SECTION 9.2. Entire Agreement. This Agreement and the other documents and agreements referred to herein, incorporated by reference herein, or entered into concurrently herewith constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements, undertakings and understandings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter hereof and thereof, other than the Confidentiality Agreement which shall remain in full force and effect in accordance with its terms. The parties hereto agree that this Agreement, and the terms and conditions of this Agreement constitute "Confidential Information" for all purposes of the Confidentiality Agreement.

SECTION 9.3. Expenses. Except as may be otherwise specified herein, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with this Agreement and the transactions contemplated hereby and thereby shall be paid by the Person incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 9.4. Publicity. No party or Subsidiary or Affiliate of such party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media, in respect of this Agreement or the transactions contemplated hereby or thereby without the prior written consent of Seller and Buyer, except as may be required by Law or stock exchange rules, in which the case the party required to publish such press release or public announcement shall allow the other party a reasonable opportunity to comment on such press release or public announcement in advance of such publication.

SECTION 9.5. Confidentiality. From and after the Closing Date, Seller shall not and shall cause its Affiliates (which shall include the Company and its Subsidiaries) not to disclose, directly or indirectly, any documents, work papers or other materials of a confidential or proprietary nature related to Buyer or its Affiliates (which shall, for the purposes of this Section 9.5 include, after the Closing, the Company and its Subsidiaries) (including any information obtained in connection with entering into this Agreement) and shall have all such information kept confidential; provided, however, Seller or its Affiliates may disclose any such information (A) that is or becomes generally available to the public other than as a result of disclosure by any of Seller or its Affiliates, (B) that is or becomes available to Seller or its Affiliates on a non-confidential basis from a source that is not bound by a confidentiality

obligation to Buyer or its Affiliates or (C) with the prior written approval of Buyer; provided, further, that to the extent that Seller or its Affiliates may become legally compelled to disclose any such information by any Governmental Authorities or if Seller or its Affiliates receives an opinion of counsel that disclosure is required in order to avoid violating any Laws, Seller or its Affiliates may disclose such information but only after, if applicable or relevant, such Person has used commercially reasonable efforts to afford Buyer, at its sole cost and expense, the opportunity to obtain an appropriate protective order, or other satisfactory assurance of confidential treatment, for the information required to be disclosed; and provided, further, that Seller and its Affiliates may disclose such information to the extent necessary to comply with applicable Law or regulation, in connection with any required Tax disclosures or to enforce its rights under this Agreement.

SECTION 9.6. Amendment and Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and duly executed and delivered, in the case of an amendment, by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No extension of time for performance of any obligations or other acts hereunder or under any other agreement delivered in connection with this Agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

SECTION 9.7. Parties in Interest; No Third-Party Beneficiaries. Except as provided in (a) Article VII with respect to Indemnified Parties and (b) Section 5.8(d) with respect to the directors and officers of the Company and its Subsidiaries, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 9.8. Assignment; Binding Effect. This Agreement shall not be assigned by operation of Law or otherwise without the prior written consent of Seller and Buyer, except that Buyer may assign any or all its rights and obligations under this Agreement to any of its wholly owned Subsidiaries so long as such wholly owned Subsidiary agrees in writing to be bound by all of the terms, conditions and provisions contained herein; provided that no such assignment shall release Seller or Buyer from any Liability under this Agreement. Any attempted assignment in violation of this Section 9.8 shall be void. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and permitted assigns.

SECTION 9.9. Section Headings. The article, section and paragraph headings and table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

SECTION 9.10. Disclosure Schedules. The specific disclosures in the Disclosure Schedules shall be organized to correspond to the section references (or subsection references, where applicable) in this Agreement to which such disclosures relate. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including any charge, violation, breach or Liability, in the Disclosure Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Disclosure Schedules relating to any possible breach or violation of any agreement, applicable Law or regulation shall be construed as an omission or indication that any such breach or violation exists or has actually occurred. Notwithstanding the use of the terms "material," "material adverse effect," and "Company Material Adverse Effect" in this Agreement, the inclusion of any particular disclosure in the attached Disclosure Schedules shall not, of itself, mean that the item or matter so disclosed is material, is required to be disclosed or would be likely to have or constitute a material adverse effect or Company Material Adverse Effect. Such disclosure shall not be used as a basis for interpreting the term "material," "materially," "materiality," "material adverse effect," "Company Material Adverse Effect" or any similar qualification in this Agreement.

SECTION 9.11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity, illegality or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement (or any portion thereof), or the application of any such provision (or any portion thereof) to any Person or entity or any circumstance, is held invalid, illegal or unenforceable by any applicable Law, Order or public policy, (i) the parties hereto shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by applicable Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid, illegal or unenforceable with a valid, legal and enforceable provision giving effect to the original intent of the parties hereto and (ii) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 9.12. Governing Law: Consent to Jurisdiction.

(a) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be exclusively governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction. Notwithstanding the foregoing, the Conversion and the determination as to whether the condition related to the Company Consents and Approvals has been satisfied shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

(b) Each of the parties hereto (i) consents to submit itself to the exclusive personal jurisdiction and venue of the federal courts of competent jurisdiction located in Denver, Colorado, or, if such federal courts would not have jurisdiction over such matter, to the state courts of competent jurisdiction in Denver, Colorado (the "Applicable Courts") with respect to any suit (whether at law, in equity, in contract, in tort or otherwise) relating to or arising out of this Agreement or any of the transactions contemplated hereby, (ii) agrees that it will not, directly or indirectly, attempt to defeat or deny such personal jurisdiction or venue by motion or otherwise, (iii) agrees that it will not, and it will cause its Subsidiaries not to, bring or support any such suit in any court other than the Applicable Courts, (iv) irrevocably agrees that any such suit (whether at law, in equity, in contract, in tort or otherwise) shall be heard and determined exclusively in the Applicable Courts, (v) agrees to service of process in any such action in any manner prescribed by the Laws of the State of Colorado.

SECTION 9.13. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.13.

SECTION 9.14. Counterparts. This Agreement and any amendments hereto may be executed and delivered in one or more counterparts, each of which shall be deemed to be an original by the party executing such counterpart, but all of which shall be considered one and the same instrument. The execution and delivery of the signature page, including the electronic delivery of the actual signature, by any party will constitute the execution and delivery of this Agreement by such party.

SECTION 9.15. Specific Performance. Without intending to limit the remedies available to the parties hereunder, the parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the other parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party hereby consents to the issuance of temporary, preliminary and permanent injunctive relief by the Applicable Courts to compel performance of such party's obligations, or to prevent breaches or threatened breaches of this Agreement, and to the granting by Applicable Courts of the remedy of specific performance of its obligations hereunder, without, in any such case, the requirement to post any bond or other undertaking, in addition to any other rights or remedies available hereunder or at law or in equity. Each party agrees not to oppose the granting of such injunctive relief on the basis that monetary damages are an adequate remedy.

SECTION 9.16. No Recourse. This Agreement may only be enforced against, and any Action or Proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the persons or entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any Liability for any obligations or Liabilities of any party hereto under this Agreement or for any claim or Action or Proceeding based on, in respect of or by reason of the transactions contemplated by this Agreement.

SECTION 9.17. Time for Performance. Time is of essence with regard to any time, date or period set forth or referred to in this Agreement.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a  
duly authorized officer of each party as of the date first above written.

**SELLER**

Rocky Mountain Health Plans Foundation

By: Lisa Fenton-Free

Name: Lisa Fenton-Free

Title: Executive Director

**COMPANY**

Rocky Mountain Health Maintenance  
Organization, Incorporated

By: 

Name: Stephen K. Erkenbrack

Title: President and CEO

**BUYER**

United HealthCare Services, Inc.

By: 

Name: David S. Wichmann

Title: Executive Vice President

Exhibit A

**Escrow Agreement**

(See Attached)

**EXHIBIT A**  
**FORM OF**  
**ESCROW AGREEMENT**

This ESCROW AGREEMENT (this "Agreement"), is made and entered into as of [\_\_\_\_], by and among United HealthCare Services, Inc., a Minnesota corporation ("Buyer"), Rocky Mountain Health Plans Foundation, a Colorado non-profit corporation ("Seller" and, together with Buyer, the "Interested Parties"), and Wilmington Trust, N.A., a national banking association, as escrow agent ("Escrow Agent").

A. This Agreement is entered into and delivered by the parties hereto in connection with the consummation of the transactions contemplated by that certain Stock Purchase Agreement, dated as of July [\_\_\_\_], 2016 (the "Purchase Agreement"), by and among the Interested Parties and Rocky Mountain Health Maintenance Organization, Incorporated, a Colorado non-profit corporation. Capitalized terms used and not defined herein have the respective meanings ascribed thereto in the Purchase Agreement.

B. Pursuant to Section 2.4(d) of the Purchase Agreement, Buyer has delivered the Transaction Escrow Amount to Escrow Agent on the date of this Agreement, which, together with any interest or other earnings thereon (collectively with the Transaction Escrow Amount, the "Escrow Property"), will be held in escrow as (i) a source of funds to satisfy any amounts that may become payable to Buyer pursuant to Section 2.5(d)(i) or Section 2.6(c)(i) of the Purchase Agreement and (ii) the primary source of funds to satisfy any amounts that may become payable to the Buyer Indemnified Parties pursuant to Article VII of the Purchase Agreement.

C. The parties hereto acknowledge and agree (i) that Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Purchase Agreement, (ii) that all references in this Agreement to the Purchase Agreement are for convenience and (iii) that Escrow Agent will have no implied duties beyond the express duties set forth in this Agreement.

**AGREEMENT**

In consideration of the promises and agreements of the Interested Parties and Escrow Agent set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Interested Parties and Escrow Agent, intending to be legally bound, agree as follows:

**ARTICLE I**  
**ESCROW DEPOSIT**

**Section 1.1     Establishment of Escrow; Appointment of Escrow Agent.**

(a) On the date of this Agreement, Buyer has delivered to Escrow Agent (to be held on behalf of the Interested Parties pursuant to the provisions of this Agreement), pursuant to Section 2.4(d) of the Purchase Agreement, \$7,500,000 by wire transfer of immediately available funds to the account of Wilmington Trust, N.A., f/k/a Manufacturers Traders Trust Co., ABA: [\_\_\_\_], A/C # [\_\_\_\_], A/C Name:[\_\_\_\_], FFC: [\_\_\_\_], Attn: [A. Soper] (the "Escrow Account"); and

(b) The Interested Parties appoint Escrow Agent as their agent solely for the purposes of holding, investing, administering, safeguarding and disbursing the Escrow Property pursuant to the provisions of this Agreement. Escrow Agent, by executing this Agreement, acknowledges receipt of the Escrow Property and the deposit of the Escrow Property in the Escrow Account, accepts the appointment as Escrow Agent and agrees to receive, hold, invest,

administer, safeguard and disburse all of the Escrow Property, in each case, in accordance with the provisions of this Agreement.

Section 1.2 Investments; Monthly Statements.

(a) Escrow Agent shall establish and maintain the Escrow Account for the Escrow Property and is authorized and directed to deposit, transfer and hold the Escrow Property and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent Joint Written Instruction (as defined below) signed by both of the Interested Parties. Any investment earnings and income (including interest earned) on the Escrow Property will become part of the Escrow Property and will be disbursed in accordance with Section 1.3, Section 1.5 or Section 1.6. Escrow Agent will keep an accurate record of all transactions with respect to the Escrow Property and will send statements to Buyer and Seller on a monthly basis, or more frequently at the request of either Interested Party, reflecting activity in the Escrow Account.

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

Section 1.3 Release of Escrow Property.

(a) Joint Written Instructions. Escrow Agent will release the Escrow Property in accordance with written instructions signed by both of the Interested Parties (each, a "Joint Written Instruction") within two (2) Business Days of the delivery of such Joint Written Instruction by the Interested Parties to Escrow Agent.

(b) Court Order. Escrow Agent will release the Escrow Property in accordance with any final and non-appealable award, judgment or order issued by a court of competent jurisdiction or duly appointed arbitrator. Any judgment, order or award delivered to Escrow Agent pursuant to this Section 1.3(b) will be accompanied by an opinion of counsel or certification by an authorized officer of such Person indicating that the order, award or judgment issued by the court or arbitrator is final and non-appealable.

(c) Time Release. On the first Business Day after the date that is twenty four (24) months after the date hereof (the "Escrow Release Date"), Escrow Agent will disburse from the Escrow Account to Seller an amount equal to the difference, only if positive, between (i) the remaining balance of the Escrow Property as of the Escrow Release Date and (ii) (A) the aggregate amount of all indemnification claims to which Buyer is entitled to, but has not yet received, indemnification, as identified in Joint Written Instructions delivered to Escrow Agent prior to the Escrow Release Date, *plus* (B) the aggregate amount of any unresolved claims for indemnification as of such date, in the amount set forth in a written notice from the Buyer to the Escrow Agent delivered prior to the Escrow Release Date (plus the amount of any interest or income earned by the Escrow Account on such amount), *plus* (C) the aggregate amount of any unresolved disputes pursuant to Section 2.5 or Section 2.6 of the Purchase Agreement, in the amount set forth in a written notice from the Buyer delivered to the Escrow Agent prior to the

Escrow Release Date. After giving effect to the release of the Escrow Property or a portion thereof pursuant to this Section 1.3(c), after the Escrow Release Date, the balance of the Escrow Property, if any, will be released by Escrow Agent only in accordance with Sections 1.3(a) and 1.3(b) or Section 7.11 of the Purchase Agreement, and in each case, within five (5) days after the resolution of any such unresolved claim.

(d) Seller hereby acknowledges and agrees that the distribution of Escrow Property to any Buyer Indemnified Party pursuant to this Agreement shall not act as a release by any Buyer Indemnified Party of valid claims that any Buyer Indemnified Party may have under the Purchase Agreement to the extent such valid claims are not paid in full as a result of such distribution.

Section 1.4 Security Procedure For Funds Transfers. Escrow Agent will confirm each funds transfer instruction received in the name of an Interested Party by means of the security procedure selected by such Interested Party and communicated to Escrow Agent through a signed certificate in the form of Exhibit B-1 or Exhibit B-2 attached hereto, which, upon receipt by Escrow Agent, will become a part of this Agreement. Once delivered to Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only by a writing signed by an authorized representative of the applicable Interested Party. Such revisions or rescissions will be effective only after actual receipt and following such period of time as may be necessary to afford Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or Exhibit B-2 or a rescission of an existing Exhibit B-1 or Exhibit B-2 is delivered to Escrow Agent by an entity that is a successor-in-interest to such Interested Party, then such document will be accompanied by additional documentation satisfactory to Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Interested Party under this Agreement. The Interested Parties understand that Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Interested Party may result in a delay in accomplishing such funds transfer and agree that Escrow Agent will not be liable for any loss caused by any such delay.

Section 1.5 Income Tax Allocation and Reporting.

(a) The Interested Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property will, as of the end of each calendar year be reported as having been earned by Seller, and any taxes and related charges imposed with respect to that income will be borne by Seller, whether or not such income was disbursed during such calendar year.

(b) Prior to the date hereof, the Interested Parties will provide Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that Escrow Agent may reasonably request. The Interested Parties understand that if such tax reporting documentation is not provided and certified to Escrow Agent, then Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

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

Section 1.5(c) is in addition to the indemnification provided in Section 3.1 and will survive the resignation or removal of Escrow Agent and the termination of this Agreement.

(d) Seller will be treated as the owner of the Escrow Property for federal and state income tax purposes but, unless and until such time as distributions are made from the Escrow Property to Seller, on the one hand, or Buyer, on the other hand, pursuant to this Agreement, will not be treated as the owner of the Escrow Property for any other purpose.

Section 1.6 Termination. Upon the disbursement of all of the Escrow Property in accordance with the terms hereof, including any interest and investment earnings thereon, this Agreement will terminate and be of no further force and effect, except that the provisions of Section 1.5(c), Section 3.1 and Section 3.2 will survive termination.

## ARTICLE II DUTIES OF ESCROW AGENT

Section 2.1 Scope of Responsibility. Notwithstanding any provision to the contrary, Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which will be deemed purely ministerial in nature. Under no circumstance will Escrow Agent be deemed to be a fiduciary to any Interested Party or any other Person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Interested Party to perform in accordance with the provisions of this Agreement. Escrow Agent will neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, any Claim Notice, and any Joint Written Instructions delivered pursuant hereto, whether or not an original or a copy of such agreement has been provided to Escrow Agent; and Escrow Agent will have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of the Interested Parties, and Escrow Agent has no duties or obligations with respect thereto. Escrow Agent further agrees that all property held by Escrow Agent under this Agreement will be segregated from all other property held by Escrow Agent and will be identified as being held in connection with this Agreement. Segregation may be accomplished by appropriate identification on the books and records of Escrow Agent. Escrow Agent agrees that its documents and records with respect to the transactions contemplated by this Agreement will be available for examination by authorized representatives of Seller and Buyer. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent will be inferred or implied from the terms of this Agreement or any other agreement.

Section 2.2 Attorneys and Agents. Escrow Agent will be entitled to rely on and will not be liable for any action taken or omitted to be taken by Escrow Agent in good faith in accordance with the advice of counsel or other professionals retained or consulted by Escrow Agent, provided that such actions are not contrary to the express terms of this Agreement. Escrow Agent will be reimbursed as set forth in Section 3.1 for any and all reasonable and documented out-of-pocket compensation (including reasonable and documented fees and expenses) paid or reimbursed to such counsel or professionals. Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians or nominees.

Section 2.3 Reliance. Escrow Agent will not be liable for any action taken or not taken by it in good faith in accordance with the direction or consent of the Interested Parties or their respective agents, representatives, successors or assigns, other than actions taken contrary to the express terms of this Agreement. Escrow Agent will not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter or other document reasonably believed by it in good faith to be genuine and correct and to have been signed or sent by the proper person.

or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Agreement, the Interested Parties will deliver to Escrow Agent Exhibit B-1 and Exhibit B-2, which contain authorized signer designations in Part I thereof.

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

Section 2.5 No Financial Obligation. No provision of this Agreement will require Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

### ARTICLE III PROVISIONS CONCERNING ESCROW AGENT

Section 3.1 Indemnification. Seller, on the one hand, and Buyer, on the other hand, will severally, and not jointly, indemnify, defend and hold harmless Escrow Agent from and against any and all losses, liabilities, costs, damages and expenses, including reasonable and documented out-of-pocket attorneys' fees and expenses or other reasonable and documented out-of-pocket professional fees and expenses that Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, except to the extent such loss, liability, cost, damage or expense will have been finally adjudicated to have been directly caused by Escrow Agent's intentional actions taken contrary to the express terms of this Agreement, willful misconduct or gross negligence; provided, however, as between the Interested Parties, Seller and Buyer will each be responsible for fifty percent (50%) of any such loss, liability, cost, damage or expense. To the extent any such loss, liability, cost, damage or expense is caused by Seller, then Seller will indemnify and hold harmless Buyer from any and all such loss, liability, cost, damage or expense. To the extent any such loss, liability, cost, damage or expense is caused by Buyer, then Buyer will indemnify and hold harmless Seller from any and all such loss, liability, cost, damage or expense. The provisions of this Section 3.1 will survive the resignation or removal of Escrow Agent and the termination of this Agreement.

Section 3.2 Limitation of Liability. ESCROW AGENT WILL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (a) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE BEEN DIRECTLY CAUSED BY ESCROW AGENT'S INTENTIONAL ACTIONS TAKEN CONTRARY TO THE EXPRESS TERMS OF THIS AGREEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (b) SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3 Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Interested Parties, and the Interested Parties may remove Escrow Agent by furnishing to Escrow Agent written notice signed by both of the Interested Parties (a "Joint Written Notice") of its removal along with payment of all fees and expenses to which Escrow Agent is entitled through the date of removal. Such resignation or removal, as the case may be, will be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter will be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as will be appointed by the Interested Parties, as evidenced by a Joint Written Notice filed with Escrow Agent or in accordance with a court order. If the Interested Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days

following the delivery of such notice of resignation or removal, Escrow Agent may petition any court of competent jurisdiction in the state of Colorado for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment will be binding upon the Interested Parties; provided, that, any such successor will be a commercial bank, trust company or other financial institution with its principal place of business located in the United States and having a combined capital and surplus in excess of \$10 Billion unless otherwise agreed to by Seller and Buyer in a Joint Written Notice; and provided, further that, such successor must have executed and delivered an escrow agreement in substantially the form of this Agreement.

Section 3.4 Compensation. Escrow Agent will be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation will be paid one-half by each of Buyer and Seller. The fee agreed upon for the services rendered hereunder is intended as full compensation for Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that (a) the conditions for the disbursement of funds under this Agreement are not fulfilled, (b) Escrow Agent renders any necessary service not contemplated in this Agreement, (c) there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or (d) any material controversy arises hereunder or Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then, in each case, Escrow Agent will be reasonably compensated for such extraordinary services and reimbursed for all reasonable and documented costs and expenses, including reasonable, out-of-pocket attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event, which compensation or reimbursement will be paid one-half by each of Buyer and Seller. If any amount due to Escrow Agent hereunder is not paid within thirty (30) days of the date due, Escrow Agent shall notify the Interested Parties and if such amount is not paid within fifteen (15) Business Days of such notice, Escrow Agent may deduct any unpaid fees and expenses due to Escrow Agent from the Escrow Property. In the event that Escrow Agent has offset such fees and expenses from the Escrow Property, the Interested Party or Interested Parties failing to pay the same directly to Escrow Agent shall promptly reimburse the Escrow Property for the same. Escrow Agent will have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

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

Section 3.6 Merger or Consolidation. Any corporation or association into which Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation

or transfer to which Escrow Agent is a party, will be and become the successor escrow agent under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act; provided, however, that any such successor will be a commercial bank, trust company or other financial institution with its principal place of business located in the United States having a combined capital and surplus in excess of \$10 Billion unless otherwise agreed to by Seller and Buyer in a Joint Written Notice.

Section 3.7 Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property will be attached, garnished or levied upon by any court order, or the delivery thereof will be stayed or enjoined by an order of a court, or any order, judgment or decree will be made or entered by any court order affecting the Escrow Property, Escrow Agent will promptly provide the parties copies of documents evidencing such attachment, garnishment, levy order or decree. Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is reasonably advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that Escrow Agent obeys or complies with any such writ, order or decree it will not be liable to either of the Interested Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. Escrow Agent will not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including acts of God, earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, sabotage, epidemic, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services arising from circumstances beyond its reasonable control, accidents, labor disputes, acts of civil or military authority or governmental action; it being understood that Escrow Agent will use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

#### ARTICLE IV MISCELLANEOUS

Section 4.1 Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Interested Parties and Escrow Agent and their respective permitted successors and permitted assigns. No other persons will have any rights under this Agreement. None of the Interested Parties or Escrow Agent may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of, with respect to any assignment by Seller, Buyer, or with respect to any permitted assignment by Buyer, Seller, as the case may be, and Escrow Agent (such consent not to be unreasonably withheld, conditioned or delayed). Any permitted assignment under this Section 4.1 will not be valid until Escrow Agent has processed the necessary due diligence and Know Your Customer material from such Affiliate that Escrow Agent requires in establishing the assigned Affiliate to the account associated with this Agreement.

Section 4.2 Escheat. The Interested Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent will have no liability to the Interested Parties, their respective heirs, legal representatives, successors and assigns, or any other Person, should any or all of the Escrow Property escheat by operation of law.

Section 4.3 Notices. All notices, requests, demands, and other communications required under this Agreement will be in writing, in English, and will be deemed to have been duly given (a) when

delivered personally, (b) on the day delivered by facsimile transmission with written confirmation of receipt, (c) on the day of transmission if sent by electronic mail ("e-mail") with portable document format (.pdf) or similar electronic attachment to the e-mail address given below, (d) one (1) Business Day after being mailed by overnight delivery with a reputable national overnight delivery service or (e) four (4) Business Days after being sent by mail or by certified mail, return receipt requested, and postage prepaid. If notice is given to a party, it will be given at the address for such party set forth below. It will be the responsibility of the parties hereto to notify Escrow Agent and the other party hereto in writing of any name or address changes. In the case of communications delivered to Escrow Agent, such communications will be deemed to have been given on the date received by Escrow Agent.

If to Buyer:  
United HealthCare Services, Inc.  
c/o UnitedHealth Group Incorporated  
9900 Bren Road East  
Minnetonka, Minnesota 55343  
Attn: Chief Legal Officer  
Fax: (952) 936-3007  
Email: richard.mattera@uhg.com

With a copy (which will not constitute notice but which is nonetheless required for notice) to:

Hogan Lovells US LLP  
One Tabor Center, Suite 1500  
1200 Seventeenth Street  
Denver, CO 80202  
Attention: Timothy R. Aragon, Esq.  
Fax: (303) 899-7333  
Email: timothy.aragon@hoganlovells.com

If to Seller:

Rocky Mountain Health Plans Foundation  
c/o Rocky Mountain Health Maintenance Organization, Incorporated  
2775 Crossroads Boulevard Grand Junction, CO 81506-8712  
Attn: President  
Phone: (970) 244-7800  
Fax: (970) 244-7880  
Email: steve.erkenbrack@rmhp.org

With a copy (which will not constitute notice but which is nonetheless required for notice) to:

Hoskin Farina & Kampf, P.C.  
200 Grand Avenue, Suite 400  
Grand Junction, Colorado 81501  
Attn: David M. Scanga  
Phone: (970) 986-3400  
Fax: (970) 986-3401  
Email: dscanga@hfak.com

If to Escrow Agent:

Wilmington Trust Company  
50 South Sixth Street, Ste. 1290  
Minneapolis, Minnesota 55402  
Attention: Aaron Soper  
Facsimile No.: 612.217.5651  
Telephone No.: 612.217.5639  
Email: asoper@wilmingtontrust.com

Section 4.4 Governing Law and Jurisdiction. This Agreement will be governed in all respects by and construed in accordance with the laws of the State of Delaware without regard to any laws relating to choice of laws (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. The federal courts located in Denver, Colorado shall have sole and exclusive jurisdiction over any matters arising under this Agreement, or, if such federal courts would not have jurisdiction over such matter, to the state courts of competent jurisdiction in Denver, Colorado.

Section 4.5 Entire Agreement; No Third-Party Beneficiaries. This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies.

Section 4.6 Severability. 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, then all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible. If the parties (after negotiation in good faith) are unable to so agree, then each party hereto intends that such term or other provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

Section 4.7 Interpretive Matters. Unless the context otherwise requires, (a) all references to Articles, Sections, Schedules or Exhibits will mean and refer to Articles, Sections, Schedules or Exhibits in this Agreement, (b) words in the singular or plural include the singular and plural, and pronouns stated in either the masculine, feminine or neuter gender will include the masculine, feminine and neuter, (c) the term "including" will mean "including without limitation" (*i.e.*, by way of example and not by way of limitation), (d) all references to statutes and related regulations will include all amendments of the same and any successor or replacement statutes and regulations, (e) references to "hereof", "herein", "hereby" and similar terms will refer to this entire Escrow Agreement (including the Schedules and Exhibits hereto), (f) references to any Person will be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person), (g) whenever this Agreement refers to a number of days, such number will refer to calendar days, unless such reference is specifically to "Business Days," (h) the word "or" will not be exclusive and (i) all references herein to a "party" or "parties" are to a party or parties to this Agreement unless otherwise specified.

Section 4.8 Amendment. This Agreement may be amended, modified, supplemented, superseded, rescinded, or canceled only by a written instrument executed by the Interested Parties and Escrow Agent.

Section 4.9 Waivers. The failure of any party to this Agreement at any time or times to require performance of any provision under this Agreement will in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, will neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

Section 4.10 Headings. Section headings of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

Section 4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original, and such counterparts will together constitute one and the same instrument. The parties hereto may deliver this Agreement by facsimile or .pdf signature, and each party hereto shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

Section 4.12 Authorship. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties and, as a result, there will be no presumption that any ambiguities in this Agreement will be resolved against any party. Any controversy over construction of this Agreement will be decided without regard to events of authorship or negotiation.

Section 4.13 Nature of Interest in Escrow Property; Improper Withdrawal of Funds. It is the intent of Seller and Buyer that (a) Seller's interest in the Escrow Property and (b) Buyer's interest in the Escrow Property is, in each case, merely a contingent right to payment, and that neither a voluntary nor involuntary case under any applicable bankruptcy, insolvency or similar law nor the appointment of a receiver, trustee, custodian or similar official in respect of Seller or Buyer, as the case may be (a "Bankruptcy Event"), will increase Seller's or Buyer's respective interest in the Escrow Property or affect, modify, convert or otherwise change the contingent nature of its respective right to payment of the Escrow Property in accordance with the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, if Escrow Agent distributes or otherwise releases any Escrow Property to Seller, Buyer or any of their respective successors or assigns (including, upon the occurrence of a Bankruptcy Event) in breach of the terms of this Agreement or the Purchase Agreement, then such party covenants and agrees upon written notice from Escrow Agent to promptly (and in no event later than three (3) Business Days of demand for return of funds) return such funds to Escrow Agent for deposit into the Escrow Account.

Section 4.14 Publication; Disclosure. By executing this Agreement, the Interested Parties and Escrow Agent acknowledge that this Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Agreement and related information to individuals or entities not a party to this Agreement. The Interested Parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Agreement and information contained therein. Notwithstanding the foregoing, the parties hereto acknowledge that this Agreement shall be subject to disclosure to third parties in connection with obtaining Regulatory Approvals and Company Consents and Approvals. If an Interested Party is aware on the date hereof that it must otherwise disclose or publish this Agreement or information contained

therein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it will, to the extent permitted by law, notify in writing the other parties hereto prior to the time of execution of this Agreement of the legal requirement to do so. If, after the date of execution of this Agreement, an Interested Party becomes subject to an obligation to otherwise disclose or publish the Escrow Agreement or information contained therein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it will, to the extent permitted by law, notify in writing the other parties hereto of the legal requirement to do so. If an Interested Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Agreement, it will promptly notify in writing the other parties hereto.

*[The remainder of this page left intentionally blank.]*

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

**BUYER:**

UNITED HEALTHCARE SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

ROCKY MOUNTAIN HEALTH PLANS  
FOUNDATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW AGENT:**

WILMINGTON TRUST, N.A.

By: \_\_\_\_\_  
Name: Aaron Soper  
Title: Vice President

EXHIBIT A

**Agency and Custody Account Direction**

Absent Joint Written Instructions provided by the parties, all Escrow Property shall be held in the M&T Bank Corporate Deposit Account insured by Federal Deposit Insurance Corporation ("FDIC"), with no accounts maintained with any single institution exceeding 105% of the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. To the extent consistent with the foregoing criteria, such accounts may include Manufactures & Traders Trust Company Deposit Accounts. The undersigned acknowledge that they have full power to direct investments of the Escrow Account by delivery of Joint Written Instructions to Wilmington Trust, N.A.

These instructions shall continue in effect until revoked or modified by delivery of Joint Written Instructions from the undersigned to Wilmington Trust, N.A..

UNITED HEALTHCARE SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROCKY MOUNTAIN HEALTH PLANS  
FOUNDATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B-1

Buyer certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Buyer, and that the option checked in Part III of this Exhibit B-1 is the security procedure selected by Buyer for use in verifying that a funds transfer instruction received by Escrow Agent is that of Buyer.

**NOTICE:** The security procedure selected by Buyer will not be used to detect errors in the funds transfer instructions given by Buyer. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Buyer take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to Escrow Agent.

**Part I**

**Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Buyer**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Part II**

**Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Part III**

**Means for delivery of instructions or confirmations**

The security procedure to be used with respect to funds transfer instructions is checked below:

- Confirmation by telephone call-back. Escrow Agent will confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction will be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1.

Dated as of [\_\_\_\_\_].

UNITED HEALTHCARE SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B-2

Seller certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Seller, and that the option checked in Part III of this Exhibit B-2 is the security procedure selected by Seller for use in verifying that a funds transfer instruction received by Escrow Agent is that of Seller.

**NOTICE:** The security procedure selected by Seller will not be used to detect errors in the funds transfer instructions given by Seller. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Seller take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to Escrow Agent.

Part I

**Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Seller**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
[ ]	[ ]	[ ]	[ ]	_____
[ ]	[ ]	[ ]	[ ]	_____

Part II

**Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
[ ]	[ ]	[ ]	[ ]	_____
[ ]	[ ]	[ ]	[ ]	_____

**Part III**

**Means for delivery of instructions or confirmations**

The security procedure to be used with respect to funds transfer instructions is checked below:

- Confirmation by telephone call-back. Escrow Agent will confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction will be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2.

ROCKY MOUNTAIN HEALTH PLANS  
FOUNDATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

FEE SCHEDULE OF ESCROW AGENT

**Acceptance Fee:**

**WAIVED**

Initial Fees as they relate to Wilmington Trust acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow Agent appointment; setting up of Escrow Accounts and accounting records; and coordination of receipt of funds for deposit to the Escrow Accounts.

**Acceptance Fee payable at time of Escrow Agreement execution**

**Escrow Agent Administration Fee:**

**\$3,500**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring Joint Written Notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties.

***Wilmington Trust's bid is based on the following assumptions:***

- Number of Escrow Accounts to be established: One
- Est. Term: Escrow Account (24 months)
- Investment in M&T Deposit Products

**Out-of-Pocket Expenses:**

**Billed At Cost**

Exhibit B

**Accounting Procedures**

(See Attached)

**EXHIBIT B**  
**Estimated Surplus, Estimated Purchase Price and Estimated Closing Statement**  
(In 000s)

<b>Assumed Adjustments to Surplus and Statutory Surplus For Illustration Purposes only</b>					
Transaction Expenses					\$500
Closing Indebtedness					\$150
current and deferred tax assets (excluding any amounts in Estimated Taxes Payable)					\$10
current and deferred tax liabilities (excluding any amounts in Estimated Taxes Payable)					\$0
Estimated Taxes Payable					\$0
assets related to loans or receivables due from employers or shareholders					\$0
<b>Estimated IBNR Amount and Estimated ACA Amount to be used in the calculation of Surplus</b>					
Estimated IBNR Amount					
Estimated ACA Amount					
<b>Determination of Surplus Excess or Shortfall</b>					
<b>Balance Sheet</b>			<b>RMHCO</b>	<b>RMHMO</b>	<b>Consolidated</b>
Cash and Investments			\$24,947	\$109,402	\$134,349
Premiums and Considerations Due			\$455	\$19,784	\$20,239
Reinsurance Recoverable			\$915	\$26,665	\$27,580
Receivable from Parent, Subsidiary of Affil			\$0	\$3,201	\$3,201
All other Admitted Assets			\$577	\$9,995	\$10,572
<b>Total Admitted Assets</b>			<b>\$26,894</b>	<b>\$169,047</b>	<b>\$195,941</b>
Claims Unpaid (less reinsurance ceded)			\$9,309	\$49,515	\$58,825
Unpaid Claim Adjustment Expenses			\$175	\$961	\$1,136
Aggregate Health Policy Reserves			\$222	\$45,775	\$45,997
Total Policy Reserves			\$9,706	\$96,251	\$105,957
Total Reinsurance Liabilities			\$0	\$53	\$53
General Expenses Due or Accrued			\$1,842	\$7,832	\$9,674
Payable to Parent Sub or Affiliate			\$3,069	\$0	\$3,069
All other Liabilities			\$4,179	\$29,261	\$33,439
<b>Total Liabilities</b>			<b>\$18,796</b>	<b>\$133,396</b>	<b>\$152,192</b>
<b>Surplus Prior to Adjustment</b>			<b>\$8,098</b>	<b>\$35,651</b>	<b>\$43,748</b>
Add - Closing Indebtedness					\$150
Less - current and deferred tax assets (excluding any amounts in Estimated Taxes Payable)					-\$10
Add - current and deferred tax liabilities (excluding any amounts in Estimated Taxes Payable)					\$0
Add - Company Taxes Payable					\$0
Add - Transaction Expenses					\$500
Less - assets related to loans or receivables due from employers or shareholders					\$0
<b>Surplus (Estimated) at Closing</b>					<b>\$44,388</b>
Surplus Target Amount					\$38,135
<b>Closing Surplus Excess</b>					<b>\$6,254</b>
<b>Closing Surplus Shortfall</b>					<b>\$0</b>

Page 1

Estimated Purchase Price/ Estimated Closing Statement					
<b>Calculation of Estimated Purchase Price (Using Above Assumptions)</b>					
Base Purchase Price					\$36,500
Plus Closing Surplus Excess					\$6,254
Less Closing Surplus Shortfall					\$0
Less Closing Indebtedness					-\$150
Less Estimated Taxes Payable					\$0
Less Transaction Expenses Payoff Amount					-\$500
Less Transaction Escrow Amount					-\$7,500
<b>Estimated Purchase Price</b>					<b>\$34,604</b>
<b>Page 2</b>					
<b>Estimated Closing Statement</b>					
Base Purchase Price					\$36,500
Plus Closing Surplus Excess					\$6,254
Less Closing Surplus Shortfall					\$0
<b>Total Cash Due from Buyer at Closing</b>					<b>\$42,754</b>
<b>Disbursements at Closing</b>					
Estimated Purchase Price					\$34,604
Company Employee Payables					\$0
Transaction Expenses					\$500
Closing Indebtedness					\$150
Transaction Escrow Amount					\$7,500
<b>Total Disbursements</b>					<b>\$42,754</b>

Note: This Exhibit B calculates surplus excess or shortfall and the Estimated Closing Statement using the March 31, 2016 interim statutory financials (provided that the Indebtedness and tax amounts assumed above are employed for this example in place of the actual amounts of Indebtedness and tax amounts, if any, that may appear in the March 31, 2016 interim statutory financials). For purposes of closing, the Surplus (Estimated) at Closing shall be determined by using the most recent internal financial statements for RMHCO and RMHMO that are available prior to the Closing Date and making appropriate adjustments to reflect estimates for expected or known changes that may occur between the date of those internal financial statements and the Closing Date, including adjustments to reflect an agreed Estimated ACA Amount and agreed Estimated IBNR Amount, and subsequent adjustments pursuant to the provisions of the Purchase Agreement. As used in this Exhibit, "Closing Surplus Excess" means the amount (if any) by which Closing Surplus exceeds Surplus Target Amount.

Exhibit C

Valuation Opinion

(See Attached)

**Exhibit C to the Stock Purchase Agreement, the Valuation Opinion,  
is filed separately with the confidential version under seal and  
the redacted version subject to a Vaughn Index.**

Exhibit D

Director, Officer and Manager Resignations

To be provided by Buyer in writing to Seller after the date hereof, and prior to the Closing Date.

Exhibit E

Required Consents and Approvals

None.

Exhibit F

FIRPTA Certificate

(See Attached)

**[FORM OF]  
CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.

In order to inform United HealthCare Services, Inc., a Minnesota corporation ("Transferee"), that withholding of tax is not required upon the disposition of a United States real property interest by Rocky Mountain Health Plans Foundation, a Colorado nonprofit corporation ("Transferor"), the undersigned hereby certifies and declares the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations).
2. Transferor is not a disregarded entity as defined in Treasury Regulations Section 1.1445-2(b)(2)(iii).
3. Transferor's federal tax identification number is: \_\_\_\_\_.
4. Transferor's office address is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

*[Signature page follows.]*

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

**TRANSFEROR:**

Rocky Mountain Health Plans Foundation,  
a Colorado nonprofit corporation

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 2016

Exhibit G

Seller Indemnification

- (1) To the extent any of the following amounts are not fully deducted from the Purchase Price, as applicable, or paid in full after giving effect to the payments contemplated by Section 2.4, in each case after giving effect to any adjustment set forth in Section 2.5:
  - (i) Closing Indebtedness;
  - (ii) Transaction Expenses; and
  - (iii) Company Taxes Payable.
- (2) Any inaccuracy of, or omission in, the Company Employees Payables as set forth in the CEP Schedule or as set forth on Section 3.13(e) of the Company Disclosure Schedules.