EXECUTION VERSION

EVERGREEN HEALTH, INC.

STOCK PURCHASE AGREEMENT

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EVERGREEN HEALTH, INC.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "**Agreement**"), is made as of the 1st day of May, 2017 by and among Evergreen Health, Inc., a Maryland corporation (the "**Company**"), and the investors listed on Exhibit A attached to this Agreement (each a "**Purchaser**" and together the "**Purchasers**"). The Company and the Purchasers are referred to herein collectively as the "**Parties**" and each individually as a "**Party**."

RECITALS

A. The Company is a Maryland nonstock corporation and a non-profit health maintenance organization ("**HMO**") that was formed with the mission to provide affordable, high quality care for working class families who historically found it difficult to obtain affordable health insurance coverage and care.

B. Pursuant to the Federal Patient Protection and Affordable Care Act of 2010 ("**Affordable Care Act**"), the Company received loan amounts of approximately $65 million through the Centers for Medicare and Medicaid Services ("**CMS**"), which the Company used to meet its required surplus and operating costs as a HMO. This loan is hereafter referred to as the "**CMS Surplus Note**."

C. Due to several unanticipated set-backs in the implementation of the Affordable Care Act, including delayed implementation of the Maryland Health Benefit Exchange (the "**Exchange**"), and unexpected CMS positions regarding the risk adjustment and risk corridor payment aspects of the Affordable Care Act, the Company was not able to comply with minimum risk-based capital requirements of the CMS Surplus Note. Further, the Company's future was severely hindered by positions taken by CMS regarding the amounts the Company was required to pay under the risk adjustment program and amounts that CMS was not willing or able to pay to the Company under the risk corridor program.

D. The Company and CMS reached a settlement regarding full and final payment of all debts owed by the Company to CMS under the CMS Surplus Note, and the Company has ceased to be a part of the CO-OP program under the Affordable Care Act.

E. In order to provide sufficient liquidity to the Company to fund its repayment of the CMS Surplus Note and to fund the ongoing risked-based capital needs of the Company, the Company entered into a Surplus Note Purchase Agreement, as amended, with each of the Purchasers (or affiliates of the Purchasers) pursuant to which the Purchasers (or affiliates of the Purchasers) have made loans to the Company in the aggregate principal amount of $12,000,000 (including the $3,000,000 loaned concurrently with the execution of this Agreement) in exchange for the issuance by the Company of surplus promissory notes (collectively, the "**Purchaser Surplus Notes**"), in form and substance previously approved by the MIA.

F. The Purchaser Surplus Notes currently held by LBH Evergreen Holdings, LLC ("**LBH**"), a Purchaser under this Agreement and a wholly-owned subsidiary of LifeBridge Health, Inc., were originally held by LifeBridge Investments, Inc., a wholly-owned subsidiary of LifeBridge Health, Inc., and were assigned to LBH concurrently with the execution of this Agreement.

G. The Purchasers desire to acquire the Company in order to enable the Company to carry on its mission to provide high quality and affordable health insurance to all Marylanders.

H. It is necessary for the Company to convert to a for-profit, stock corporation immediately prior to being acquired by the Purchasers pursuant to this Agreement (the "**Conversion**"). The Conversion will be effectuated pursuant to the Plan of Conversion attached hereto as Exhibit I (the "**Plan of Conversion**").

I. The Company and Purchaser expect and intend that the acquisition of the Company will (i) be in the best interest of the Maryland public; (ii) ensure the survival of the Company; (iii) provide competition to a shrinking number of health insurers offering coverage in the Maryland health insurance marketplace; (iv) provide continuing and expanding employment opportunities consistent with the Company's evolving and growing business requirements; (v) create a collective enterprise which provides additional financial strength for policyholders and the Company; and (vi) carry on and expand the Company's mission.

AGREEMENT

The parties hereby agree as follows:

1. Purchase and Sale of Stock.

1.1. Sale and Issuance of Series A Preferred Stock and Common Stock.

(a) The Company shall adopt and file with the State Department of Assessments and Taxation of Maryland (the "**Department**") on or before the Closing the Articles of Amendment and Restatement in the form of Exhibit B attached to this Agreement (the "**Articles of Amendment and Restatement**").

(b) Subject to the terms and conditions of this Agreement, (i) each Purchaser agrees to purchase at the Closing, and the Company agrees to sell and issue to each Purchaser at the Closing, at a purchase price of $1.00 per share (the "**Price Per Series A Share**"), that number of shares of Series A Preferred Stock, $0.0001 par value per share (**"Series A Preferred Stock**"), equal to such Purchaser's Aggregate Purchase Consideration divided by the Price Per Series A Share, and (ii) JARS agrees to purchase at the Closing, and the Company agrees to sell and issue to JARS at the Closing, at a purchase price of $0.0001 per share, that number of shares of common stock, $0.0001 par value per share ("**Common Stock**"), equal to the quotient of (A) the number of shares of Series A Preferred Stock issued to the Purchasers pursuant hereto multiplied by five, over (B) ninety-five (95). The shares of Common Stock and Series A Preferred Stock issued to the Purchasers pursuant to this Agreement shall be referred to in this Agreement as the "**Shares**." The Common Stock and the Series A Preferred Stock shall have the respective

rights, preferences, privileges and restrictions set forth in the Articles of Amendment and Restatement.

1.2. Closing; Delivery.

(a) The closing of the purchase, sale and issuance of the Shares (the "**Closing**") shall take place remotely via the exchange of documents and signatures, at 1:00 p.m., local time, on the second Business Day following the satisfaction or waiver of all conditions to closing set forth in Sections 5 and 6 (other than conditions with respect to actions that will be taken at the Closing itself), or at such other time and place as the Company and the Purchasers mutually agree upon, orally or in writing (such date, the "**Closing Date**").

(b) At the Closing, the Company shall deliver to each Purchaser a certificate representing the Shares being purchased by such Purchaser against payment of the purchase price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation or exchange of the respective Purchaser Surplus Notes or other indebtedness of the Company to such Purchaser, including interest, or by any combination of such methods.

1.3. Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

"**409A Plan**" has the meaning set forth in Section 2.15(d).

"**Acquisition Proposal**" has the meaning set forth in Section 4.6.

"**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"**Affordable Care Act**" has the meaning set forth in the Recitals.

"**Aggregate Purchase Consideration**" of a Purchaser means an amount equal to the sum of (i) the outstanding aggregate principal amount, together with all accrued and unpaid interest thereon, of the Purchaser Surplus Notes held by such Purchaser, and (ii) one-third (1/3) of the RBC Closing Capital Amount.

"**Agreement**" has the meaning set forth in the preamble.

"**Articles of Amendment and Restatement**" has the meaning set forth in Section 1.1(a).

"**Business**" means the business of the Company as an HMO licensed and approved by the MIA.

"**Business Day**" means any day that is not a Saturday, Sunday or any other day on which banks are required or authorized by Law to be closed in Baltimore, Maryland.

"**Closing**" has the meaning set forth in Section 1.2(a).

"**Closing Date**" has the meaning set forth in Section 1.2(a).

"**CMS**" has the meaning set forth in the Recitals.

"**CMS Surplus Note**" has the meaning set forth in the Recitals.

"**COBRA**" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state Law.

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

"**Common Stock**" has the meaning set forth in Section 1.2(a).

"**Company**" has the meaning set forth in the preamble.

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

"**Company Insurance Agreements**" has the meaning set forth in Section 2.18.

"**Company Intellectual Property**" means all Intellectual Property owned or used by the Company in the conduct of the Company's Business as now conducted and as presently proposed to be conducted.

"**Consent**" means, with respect to any Person, any consent, approval, authorization, permission or waiver of, or registration, declaration, notice or other action or filing with or exemption by such Person.

"**Contract**" means any oral or written contract, obligation, understanding, commitment, lease, license, purchase order, bid or other agreement.

"**Conversion**" has the meaning set forth in the Recitals.

"**Copyrights**" means original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), and all applications, registrations, and renewals in connection therewith.

"**Debt**" means any (a) obligations relating to indebtedness for borrowed money, (b) obligations evidenced by bonds, notes, debentures or similar instruments, (c) obligations in respect of leases (for the avoidance of doubt, regardless of whether the lease is considered a capital lease or an operating lease under GAAP, it being acknowledged that all leases are considered operating leases under SAP), (d) obligations in respect of banker's acceptances or letters of credit, (e)

obligations for the deferred purchase price of property or services (other than trade payables and similar accrued liabilities incurred in the Ordinary Course of Business, paid in a manner consistent with industry practice), (f) other long term or non-ordinary course liabilities, (g) indebtedness or obligations of the types referred to in the preceding clauses (a) through (f) of any other Person secured by any Lien on any assets of the Company, even though the Company has not assumed or otherwise become liable for the payment thereof, (h) obligations in the nature of guarantees of obligations of the type described in clauses (a) through (f) above of any other Person, (i) obligations in respect of interest under any existing interest rate swap or hedge agreement entered into by the Company prior to the Closing, or (j) Off-Balance Sheet Financing of the Company in existence immediately prior to the Closing, in each case together with all accrued interest thereon and any applicable prepayment, breakage or other premiums, fees or penalties. For the sake of clarity, "Debt" shall not include unearned premiums or amounts due to Providers or vendors for services rendered.

"**Department**" has the meaning set forth in Section 1.1(a).

"**Disclosure Schedule**" has the meaning set forth in Section 2.

"**Disqualification Event**" has the meaning set forth in Section 2.6(b).

"**Employee Benefit Plan**" means any (a) qualified or nonqualified Employee Pension Benefit Plan or deferred compensation or retirement plan or arrangement, (b) Employee Welfare Benefit Plan, (c) "employee benefit plan" (as such term is defined in ERISA §3(3)), or (d) equity-based plan or arrangement (including any stock option, stock purchase, stock ownership, stock appreciation or restricted stock plan) or other retirement, severance, bonus, profit-sharing or incentive or other plan or arrangement.

"**Employee Pension Benefit Plan**" has the meaning set forth in ERISA §3(2).

"**Employee Welfare Benefit Plan**" has the meaning set forth in ERISA §3(1).

"**End Date**" has the meaning set forth in Section 7.1(b).

"**Environmental Laws**" means all Laws and Orders concerning environmental health and safety, natural resources and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, control, or cleanup of any Hazardous Substances, materials, or wastes, chemical substances, or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, fuel oil products and byproducts, mold, asbestos, polychlorinated biphenyls, noise, or radiation.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"**Exchange**" has the meaning set forth in the Recitals.

"**Expiring Provider Contracts**" means the Provider Contracts between the Company and each of Johns Hopkins Home Care Group, LLC, Johns Hopkins HealthCare, LLC, Franklin Square Hospital Center, Inc., The Good Samaritan Hospital of Maryland, Inc., Harbor Hospital, Inc., MedStar Southern Maryland Hospital Center, Inc., St. Mary's Hospital of St. Mary's County, Inc., The Union Memorial Hospital, Inc., HH MedStar Health, Inc., and Montgomery General Hospital, Inc..

"**Fiduciary**" has the meaning set forth in ERISA §3(21).

"**Financial Statements**" has the meaning set forth in Section 2.12(a).

"**GAAP**" means generally accepted accounting principles in effect from time to time in the United States as set forth in pronouncements of the Financial Accounting Standards Board (and its predecessors) and the American Institute of Certified Public Accountants and as consistently applied by the Company.

"**Governmental Authority**" means any court, arbitrator, administrative agency or commission, or governmental or regulatory official, department, agency, body, authority or instrumentality, whether foreign or U.S. federal, state or local.

"**Hazardous Substances**" means (a) petroleum or petroleum products, flammable materials, explosives, radioactive materials, radon gas, lead-based paint, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), transformers or other equipment that contain dielectric fluid containing PCBs and toxic mold or fungus of any kind or species, (b) any chemicals or other materials or substances which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any applicable environmental, health, and safety requirements, and (c) any medical waste or any other chemical, material or substance exposure to which is prohibited, limited or regulated under any applicable environmental, health, and safety requirements.

"**Healthcare Laws**" means all Laws relating to: (A) any licensure, credentialing, certification or authority to transact business requirement, including those limiting the scope of activities of persons acting without such license, credential, or certification, in connection with the provision of, payment for, or arrangement of, health benefits or health insurance, including Laws that regulate managed care, third-party payors and persons bearing the financial risk for the provision or arrangement of health care services, (B) any billing, coding, coverage, compliance, reporting, or reimbursement Laws applicable to the health benefits or health insurance services provided by the Company, (C) any Laws imposed on the claims made or promotional or marketing efforts undertaken in connection with the health benefits or health insurance services provided by the Company, including any such Laws applicable to the advertising of such services, (D) Laws governing the operation and administration of Medicare, Medicaid or other federal health care programs, (E) 42 U.S.C. § 1320a-7(b), commonly referred to as the "Federal Anti-Kickback Statute," or any regulations promulgated thereunder or any state anti-kickback prohibition, (F) HIPAA, (G) any Laws governing the use, disclosure, privacy or security of personal or health information, including HIPAA, (H) 42 U.S.C. § 1395nn, commonly referred to as the "Stark Law," the regulations promulgated thereunder, or any state law affecting self-referrals, (I) 31 U.S.C. §§

3729-33, commonly referred to as the "False Claims Act", or any state law false claims prohibition, (J) 42 U.S.C. §§ 1320a-7, 7a and 7b, commonly referred to as the "Federal Fraud Statutes", (K) 18 U.S.C. § 1347, commonly referred to as the "Federal Health Care Fraud Law", or any state law provisions prohibiting health care or insurance fraud, (L) 31 U.S.C. § 3801 et seq., commonly referred to as the "Federal Program Fraud Civil Monetary Act", (M) any state unfair and deceptive trade acts, (N) state medical practice, corporate practice of medicine and professional fee-splitting laws and (O) the Affordable Care Act.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996.

"**HITECH**" means the Health Information Technology for Economics and Clinical Health Act.

"**HMO**" has the meaning set forth in the Recitals.

"**Improvements**" means all buildings, structures, fixtures, building systems and equipment, and all components thereof (including the roof, foundation and structural elements), included in the Leased Real Property.

"**Indemnification Agreements**" means each agreement between the Company and a director designated by any Purchaser entitled to designate a member of the Board of Directors pursuant to the Voting Agreement, dated as of the Closing Date, each in the form of Exhibit D attached to this Agreement.

"**Intellectual Property**" means all of the following and similar intangible property and related proprietary rights, interests, and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) all Patents, (b) all Trademarks, (c) all Copyrights, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all Trade Secrets, (f) all Software, (g) all material advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

"**Intellectual Property Licenses**" means any Contract pursuant to which the Company uses Intellectual Property that is not owned by the Company or pursuant to which the Company grants any other Person the right to use any Company Intellectual Property.

"**Investors' Rights Agreement**" means the agreement among the Company and the Purchasers dated as of the Closing Date, in the form of Exhibit E attached to this Agreement.

"**JARS**" means JARS Health Investments, LLC, a Maryland limited liability company.

"**Knowledge**" means the actual knowledge of the Company and each director and officer of the Company, after due inquiry. For purposes of this Agreement, any such individual shall be deemed to have knowledge of a particular fact or other matter if (a) such individual is actually aware of such fact or other matter or (b) such individual could be expected to discover or otherwise become aware of such fact or other matter after reasonable investigation or due inquiry

in such individual's area of expertise and consistent with such individual's job description and duties.

"**Law**" means any foreign or domestic federal, state or local law, statute, code, ordinance, Order, regulation, decree, rule, constitution, treaty or other laws of any Governmental Authority, including common law and any applicable regulatory guidance or instruction interpreting such statutes, codes, ordinances, regulations rules, or other laws.

"**Leased Real Property**" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by the Company.

"**Leases**" means all written or oral leases, subleases, licenses, concessions and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which the Company holds any Leased Real Property.

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

"**Lien**" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse claim, liability, interest, charge, preference, priority, proxy, transfer restriction (other than restrictions under the Securities Act and state securities laws), encroachment, Tax, order, community property interest, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant or zoning restriction.

"**Material Adverse Effect**" means any event, occurrence, fact, condition, or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company, or (b) the ability of any or all of the Purchasers to consummate the transactions contemplated herein on a timely basis.

"**Material Contracts**" has the meaning set forth in Section 2.9(a).

"**Member**" means a person enrolled in a health plan or program of the Company.

"**MIA**" means the Maryland Insurance Administration.

"**MIA Change of Control Application**" means, collectively, the (i) Form A Acquisition Statement for approval of the change of control of the Company to the Purchasers, (ii) any other filings as may be required by state law to accomplish the change of control (including without limitation the filings required under Md. Ins. Code §§ 7-304 and 7-306), and (iii) if required by the MIA, a Form E (Pre-Notification Form).

"**MIA Conversion Application**" means, collectively, the application to convert from a non-profit HMO to a for-profit HMO to be filed by the Company with the MIA pursuant

to Md. State Gov't Code §§ 6.5-101 through 6.5-401, and any such other filings as may be required by state law to accomplish the Conversion.

"**MIA Filings**" means, collectively, the MIA Change of Control Application and the MIA Conversion Application.

"**MIA Spending Order**" means the Order issued by the MIA on December 6, 2016 prohibiting the Company from making any disbursement, payment (or series of like payments) or transfer of assets in excess of $10,000 without the prior approval of the Maryland Insurance Commissioner, which order has been revoked as of the date of this Agreement.

"**Most Recent Balance Sheet**" means the balance sheet contained within the Most Recent Financial Statements.

"**Most Recent Financial Statements**" has the meaning set forth in Section 2.12(a).

"**Most Recent Fiscal Month End**" has the meaning set forth in Section 2.12(a).

"**Most Recent Fiscal Year End**" has the meaning set forth in Section 2.12(a).

"**Multiemployer Plan**" has the meaning set forth in ERISA §3(37).

"**Off-Balance Sheet Financing**" means (a) any liability of the Company under any sale and leaseback transactions which does not create a liability on the consolidated balance sheet of the Company and (b) any liability of the Company under any synthetic lease, Tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product where the transaction is considered indebtedness for borrowed money for federal income Tax purposes.

"**OIG**" means the Office of the Inspector General of the Department of Health and Human Services.

"**Order**" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Authority or binding arbitrator.

"**Ordinary Course of Business**" means the ordinary course of business consistent with past custom and practice of the Company beginning after January 1, 2017.

"**Organizational Documents**" means (a) any certificate or articles of incorporation, bylaws, certificate or articles of formation, operating agreement or partnership agreement, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law, and (c) any amendment, modification or supplement to any of the foregoing.

"**Party**" or "**Parties**" has the meaning set forth in the preamble.

"**Patents**" means inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, all design, plant and utility patents, letters patents, utility models, pending patent applications and provisional applications and all issuances,

reissuances, continuations, continuations-in-part, divisions, extensions, renewals and reexaminations thereof.

"**Permit**" means any license, import license, export license, franchise, Consent, permit, certificate or certificate of occupancy issued by any Governmental Authority or other Person.

"**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"**Plan of Conversion**" has the meaning set forth in the Recitals.

"**Post-Signing Schedules**" has the meaning set forth in Section 4.5.

"**Preferred Stock**" has the meaning set forth in Section 2.2(a).

"**Proceeding**" means any action, audit, lawsuit, litigation, hearing, inquiry, investigation or arbitration (in each case, whether civil, criminal or administrative) pending by or before any Governmental Authority or arbitrator.

"**Prohibited Transaction**" has the meaning set forth in ERISA §406 and Code §4975.

"**Provider**" means any physician, medical group, hospital, pharmacy or other health care professional, facility or supplier that has contracted to provide services, prescription drugs or supplies to the Members.

"**Provider Contract**" means any Contract between the Company, on the one hand, and any clinics, medical groups, physicians, hospitals, pharmacies, pharmacy benefit management providers, ancillary service providers or other health care service providers that participate in the Business as Providers.

"**Purchaser**" or "**Purchasers**" has the meaning set forth in the preamble.

"**Purchaser Surplus Notes**" has the meaning set forth in the Recitals.

"**RBC Closing Capital Amount**" means the amount of capital needed by the Company to meet a RBC Threshold of no less than 71% as of the Closing Date, as determined in good faith by the Board of Directors of the Company (which amount the Company anticipates will be approximately $9,940,000).

"**RBC Threshhold**" means the Company's Authorized Control Level RBC, as defined in § 4-301(n) of the Insurance Article, Annotated Code of Maryland.

"**Receivables**" has the meaning set forth in Section 2.12(c).

"**Right of First Refusal and Co-Sale Agreement**" means the agreement among the Company and the Purchasers, dated as of the Closing Date, in the form of Exhibit F attached to this Agreement.

"**SAP**" means the statutory accounting practices prescribed by Section 4-116 of the Insurance Article, Annotated Code of Maryland, and the MIA's prescribed practices with respect to statutory financial statements filed with the MIA.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Series A Preferred Stock**" has the meaning set forth in Section 1.1(b).

"**Shares**" has the meaning set forth in Section 1.1(b).

"**Software**" means computer software programs (and all enhancements, versions, releases, and updates thereto), including software compilations, software tool sets, compilers, higher level or "proprietary" languages and all related programming and user documentation, whether in source code, object code or human readable form, or any translation or modification thereof that substantially preserves its original identity.

"**Systems**" has the meaning set forth in Section 2.25.

"**Tax**" or "**Taxes**" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, escheat or abandoned property, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Trademarks**" means trademarks, service marks, trade dress, logos, slogans, trade names, corporate and business names, Internet domain names, rights in telephone numbers, and other proprietary indicia of goods and services, whether registered or unregistered, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.

"**Trade Secrets**" means trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data and information, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

"**Transaction Agreements**" means this Agreement, the Investors' Rights Agreement, the Right of First Refusal and Co-Sale Agreement, the Voting Agreement, and the other agreements, instruments and documents required to be delivered in connection herewith.

"**Voting Agreement**" means the agreement among the Company and the Purchasers, dated as of the Closing Date, in the form of Exhibit G attached to this Agreement.

"**YHN**" has the meaning set forth in Section 5.18.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as Exhibit C to this Agreement (the "**Disclosure Schedule**"), which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date hereof and will be true and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 2 and as supplemented by the Post-Signing Schedules pursuant to Section 4.5). The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Section 2, and the disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

2.1. Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required. The Company has all Permits necessary to carry on the Business, to own, lease and use the properties owned, leased and used by it, and to perform the Contracts to which it is a party. Section 2.1 of the Disclosure Schedule lists the members of the Board of Directors and the officers of the Company. The Company has delivered to the Purchasers correct and complete copies of the Organizational Documents and the minute books for the Company, each of which is correct and complete. The Company is not in default under or in violation of any provision of its Organizational Documents.

2.2. Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Closing, of:

(i) 52,000,000 shares of Common Stock, none of which are issued and outstanding immediately prior to the Closing.

(ii) 50,000,000 shares of preferred stock, $0.0001 par value per share (the "**Preferred Stock**"), of which 50,000,000 shares have been designated as Series A Preferred Stock, none of which are issued and outstanding immediately prior to the Closing. The rights, privileges and preferences

of the Series A Preferred Stock are as stated in the Articles of Amendment and Restatement and as provided by the Maryland General Corporation Law.

(b) The Company has not issued and will not have issued, or reserved for issuance, any (i) shares of Common Stock or Preferred Stock (other than the Shares), (ii) debt securities of the Company convertible into or exchangeable or exercisable for shares of Common Stock, Preferred Stock or other equity securities of the Company, or (iii) options, warrants or other rights to acquire from the Company, or obligations of the Company to issue, any Common Stock, Preferred Stock or other equity securities of the Company or securities convertible into or exchangeable for, or requiring payments based on the value of, the Common Stock, Preferred Stock or other equity securities of the Company. There are no outstanding contracts, agreements or other obligations of the Company to vote, issue, sell, repurchase, redeem or otherwise acquire any of the securities referred to in subsections (i) and (ii) of the proceeding sentence. Upon consummation of the transactions contemplated hereby, the Purchasers will be the owners, beneficially and of record, of 100% of the issued and outstanding shares of capital stock of the Company.

(c) No Person, other than the Purchasers, has any right to purchase any of the Shares covered by this Agreement.

2.3. Subsidiaries; Affiliates. Other than as set forth in Section 2.3 of the Disclosure Schedule, the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement. The Company is not Affiliated with any corporation, partnership, trust, joint venture, limited liability company, association or other entity.

2.4. Authorization. All action required to be taken by the Company's Board of Directors and members in order to authorize the Company to enter into the Transaction Agreements, to carry out its obligations hereunder and thereunder, and to issue the Shares and the Common Stock issuable upon conversion of the Shares, has been taken or will be taken prior to the Closing. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of any Closing, and the issuance and delivery of the Shares has been taken or will be taken prior to the Closing. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except to the extent the indemnification provisions contained in the Investors' Rights Agreement and the Indemnification Agreements may be limited by applicable federal or state securities laws.

2.5. Non-contravention. Neither the execution, delivery and performance of the Transaction Agreements, nor the consummation of the transactions contemplated hereby and thereby, will (i) violate or conflict with any Law or Order to which the Company is subject; (ii) violate or conflict with, or breach, any provision of the Organizational Documents of the Company; or (iii) except as set forth on Section 2.5(iii) of the Disclosure Schedule, conflict with,

result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or payment under any Contract or any Permit, instrument or other arrangement to which the Company is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). Except for: (i) filing of the Articles of Amendment and Restatement with the Department; (ii) approval by the MIA; (iii) applicable requirements of federal and state securities or blue sky laws; and (iv) as set forth on Section 2.5(iv) of the Disclosure Schedule, the Company is not required to give any notice to, make any filing with, or obtain any Consent or Permit of any Governmental Authority or other Person in connection with the execution and delivery of the Transaction Agreements and in order to consummate the transactions contemplated by the Transaction Agreements.

2.6. Valid Issuance of Shares.

(a) The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 3 of this Agreement and subject to the filings described in Section 2.5 above, the Shares will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the shares of Series A Preferred Stock issued pursuant hereto has been duly reserved for issuance, and upon issuance in accordance with the terms of the Articles of Amendment and Restatement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in Section 3 of this Agreement, and subject to Section 2.5 above, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

(b) No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "**Disqualification Event**") is applicable to the Company or, to the Knowledge of the Company, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

2.7. Litigation; Orders. Except as set forth in Section 2.7 of the Disclosure Schedule, there are, and since the incorporation of the Company there have been, no Proceedings or Orders pending or, to the Knowledge of the Company, threatened or anticipated relating to or affecting the Company or its Business, Contracts or assets. There is no outstanding Order to which the Company has been notified and is subject. The Company is fully insured with respect to each of the matters set forth on Section 2.7 of the Disclosure Schedule. The Company is not engaged in or a party to or, to the Knowledge of the Company, threatened with any Proceeding, Order, or other process or procedure for settling disputes or disagreements with respect to the Company or the transactions contemplated by the Transaction Agreements, and the Company has not received written or, to the Knowledge of the Company, oral notice of a claim or dispute that is reasonably likely to result in any such Proceeding, Order, or other process or procedure for settling disputes or disagreements with respect to the Company or the transactions contemplated by the Transaction

Agreements. To the Knowledge of the Company, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Proceeding or Order.

2.8. Intellectual Property.

(a) Section 2.8(a) of the Disclosure Schedule sets forth a complete and accurate list, specifying the respective registration or application numbers and the names of all registered owners, of all of the following Company Intellectual Property: (i) Patents issued or pending; (ii) Trademark registrations and applications for registration (including without limitation, Internet domain name registrations) and material unregistered Trademarks; (iii) all registered Copyrights and material unregistered Copyrights; and (iv) all other Company Intellectual Property not included in clauses (i) through (iii) above or in Section 2.8(b) below, that is used in or necessary for the Company's Business, operations or income.

(b) Section 2.8(b) of the Disclosure Schedule lists all material (i) Software that is owned by or proprietary to the Company, and (ii) Intellectual Property Licenses. The Company has not exceeded the number of licenses or authorized users for Software licensed by any Person to the Company pursuant to any Intellectual Property License for the use of any Software or other Intellectual Property.

(c) The Company owns or possesses all licenses or other legal rights to use, sell or license all Company Intellectual Property, free and clear of all Liens, subject to the restrictions and limitations set forth in any applicable Intellectual Property License. To the extent that any work, invention or Company Intellectual Property has been developed or created by an employee or a third party for the Company, the Company is the exclusive owner of all Intellectual Property in such work, invention or Company Intellectual Property.

(d) All Trademark registrations and applications for registration, Patents issued or pending, and Copyright registrations and applications for registration, owned or paid for by the Company, are valid and subsisting and have not lapsed, expired or been abandoned, and, to the Knowledge of the Company, are not the subject of any opposition filed with the U.S. Patent and Trademark Office or any other applicable intellectual property registry.

(e) The Company has taken commercially reasonable measures to protect the secrecy, confidentiality and value of its Trade Secrets, and, to the Knowledge of the Company, the Trade Secrets have not been used, divulged or appropriated either for the benefit of any Person (other than the Company) or to the detriment of the Company.

(f) Except as set forth in Section 2.8(f) of the Disclosure Schedule:

(i) no unresolved claims, or to the Knowledge of the Company, threat of claims within the three (3) years prior to the date of this Agreement, have been asserted in writing by any third party against the Company related to the use in the conduct of the Business of the Company Intellectual Property or that the conduct of the Business infringes, misappropriates, dilutes or otherwise violates any intellectual property rights of any third party;

(ii) neither the conduct of the Business nor any Company Intellectual Property infringes, misappropriates, dilutes or otherwise violates any intellectual property rights of any third party;

(iii) to the Knowledge of the Company, no third party is infringing, misappropriating, diluting or violating any Intellectual Property owned by the Company;

(iv) no settlement agreements, consents, judgments, orders, forbearances to sue or similar obligations limit or restrict the Company's rights in and to any Company Intellectual Property;

(v) the Company has not licensed nor sublicensed its rights in any Company Intellectual Property, or received or been granted any such rights (except pursuant to the terms of use or service for any web site), other than pursuant to the Intellectual Property Licenses;

(vi) to the Knowledge of the Company, no open source, public source or freeware software, code or other technology or any modification or derivative thereof, including any version of any software licensed pursuant to any GNU general public license or limited general public license was or is, used in, incorporated into, integrated or bundled with, or used in the development or compilation (other than generally available commercial compliers) of, any Software;

(vii) with respect to all Software that was developed by or for the Company, the Company is in possession of source code sufficient to compile the object code so used; and

(viii) the consummation of the transactions contemplated hereby will not result in the loss or impairment of the Company's rights to own or use any of the Company Intellectual Property.

2.9. Contracts; Providers.

(a) Section 2.9(a) of the Disclosure Schedule lists the following Contracts to which the Company is a party (collectively with the Intellectual Property Licenses set forth in Section 2.8(b) of the Disclosure Schedule, the "**Material Contracts**"):

(i) each Contract in which any officer, director or employee of the Company has (or had) a direct or indirect interest;

(ii) each Contract with an Affiliate of the Company;

(iii) each Contract not to be performed within three (3) months or involving aggregate consideration in excess of $25,000, whether or not entered into in the Ordinary Course of Business;

(iv) each Contract containing any covenant that restricts or purports to restrict the ability of the Company to compete in any line of business with any Person or in any geographical area, or committing the Company to continue in the Business;

(v) each Contract relating to IT claims processing;

(vi) each sales representative, distributorship or dealership Contract;

(vii) each Contract with a Governmental Authority;

(viii) each operating or capital lease for equipment;

(ix) each Contract relating to capital expenditures, the construction of fixed assets or any capital construction fund;

(x) each Contract that limits or purports to limit the ability of the Company and/or any current and/or former employee of the Company: (A) to compete in any line of business or with any Person or in any geographic area or during any period of time; (B) to solicit customers or otherwise engage in transactions or communicate with the business relationships of any Person; or (C) to solicit or hire employees of any Person;

(xi) each Contract providing for the payment of cash or other compensation or benefits upon the consummation of the transactions contemplated by this Agreement;

(xii) each Contract relating to any purchase or sale of assets relating to the Business;

(xiii) each joint venture, strategic alliance, partnership or similar Contract;

(xiv) each Contract granting to the Company a right of first refusal to acquire any business or assets, or pursuant to which the Company has granted any such rights;

(xv) each Contract relating to (i) the acquisition or divestiture of equity interests in other companies, businesses or significant assets (other than purchases of goods in the ordinary course of business), (ii) mergers, consolidations, reorganizations or similar corporate transactions; or (iii) any current plans or negotiations relating to either (i) or (ii) above;

(xvi) each Contract containing a "no shop" or exclusivity obligation;

(xvii) each Contract with the Company's top ten (10) customers;

(xviii) each reinsurance Contract;

(xix) each delegated services vendor Contract (including both administrative services and health care services);

(xx) each Provider Contract involving aggregate consideration in excess of $800,000 for fiscal year 2016 and in excess of 260 members assigned to primary care providers or physician group;

(xxi) each pharmacy benefit management services Contract;

(xxii) each administrative services Contract relating to the administration of medical, pharmacy, vision, dental or mental health benefits, access to Provider networks, or utilization management reviews;

(xxiii) each Contract where certain administrative functions (including, without limitation, contracting, credentialing or utilization review) are delegated to a Provider;

(xxiv) each employment or consulting Contract or other Contract still in effect between the Company and its officers, directors, employees or independent contractors or consultants;

(xxv) each contract for Debt;

(xxvi) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property in excess of $100,000 and with a term of more than one year;

(xxvii) each collective bargaining agreement or Contract with any union, work councils or other labor organizations (or similar collection of employees); and

(xxviii) any other Contract that is material to the operation of the Business and not previously disclosed pursuant to this Section 2.9(a).

(b) The Company has provided the Purchasers with access to a correct and complete copy of each written Material Contract, together with all amendments, exhibits, attachments, waivers or other changes thereto. There are no oral Material Contracts.

(c) Each Material Contract is legal, valid, binding, enforceable and in full force and effect with respect to the Company and, to the Knowledge of the Company, with respect to each other party thereto. Each Material Contract will continue to be legal, valid, binding and enforceable with respect to the Company and, to the Knowledge of the Company, with respect to each other party thereto as set forth therein. Except as set forth in Section 2.9(c) of the Disclosure Schedule, (i) no Material Contract has been breached or canceled by the Company or, to the Knowledge of the Company, any other party thereto, (ii) the Company has performed all obligations under such Material Contracts required to be performed by the Company, (iii) there is no event which, upon giving of notice or lapse of time or both, would constitute a material breach or default by the Company or, to the Knowledge of the Company, any other party thereto, under

any such Material Contract or, to the Knowledge of the Company, would permit the termination, modification or acceleration of such Material Contract by any other party thereto, and (iv) the Company has not assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any such Material Contract.

(d) Section 2.9(d) of the Disclosure Schedule lists each Provider Contract to which the Company is a party as of March 31, 2017. Except as set forth in the Disclosure Schedule, the Company is not a party to any Provider Contract with any Affiliate of the Company or any other Person that has any economic interest in the Company. The Disclosure Schedule contains a true and complete list of all Provider Contracts that will terminate on or before December 31, 2017.

(e) Except as set forth in Section 2.9(e) of the Disclosure Schedule, none of the Provider Contracts: (i) requires greater than ninety (90) days' notice in order to terminate without cause; (ii) obligates the Company to purchase reinsurance for the Provider or otherwise adjusts the compensation payable to such Provider based on claims experience; (iii) requires the Company to pay a Provider on a most-favored provider basis; (iv) obligates the Company to pay access or administrative fees; (v) has a profit-sharing or risk-sharing component; (vi) delegates to a Provider medical management duties; (vii) requires the Company to provide stop-loss protection to a Provider; (viii) includes any provision for rate escalation without the written consent of the Company (other than escalations occasioned by increases by CMS to the applicable Medicare payment schedules); or (ix) violates any Law. Except as set forth in Section 2.9(e) of the Disclosure Schedule, all of the Provider contracts: (i) contain a one-year term with automatic one-year renewal terms; and (ii) provide for compensation to the Provider at between 110% and 125% of the then-current Medicare fee schedule.

(f) The Company has compensated and currently compensates each Provider for services to the Members in accordance with the rates and fees set forth in the applicable Provider Contract.

2.10. Assets.

(a) The Company has good and marketable title to, or a valid leasehold interest or license in, the properties and assets (tangible and intangible) used by it, located on its premises, or shown on the Most Recent Balance Sheet or acquired after the date thereof, free and clear of all Liens. The assets, properties and rights owned by the Company are all the assets, properties and rights used by the Company in the operation of the Business as is currently conducted or necessary to operate the Business in the Ordinary Course of Business.

(b) The buildings, machinery, equipment and other tangible assets that the Company owns and leases, taken as a whole, are free from material defects (patent and latent), have been maintained in accordance with normal industry practice, and are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are presently used.

2.11. Bank Accounts. Section 2.11 of the Disclosure Schedule lists all bank accounts, safe deposit boxes and lock boxes (designating each authorized signer) of the Company.

2.12. Financial Statements.

(a) Attached to Section 2.12(a) of the Disclosure Schedule are correct and complete copies of the following financial statements of the Company (collectively, the "**Financial Statements**"): (i) audited consolidated balance sheets, statements of income, and cash flows as of and for the fiscal years ended December 31, 2014 and December 31, 2015, (ii) unaudited consolidated balance sheets, statements of income, and cash flows as of and for the fiscal year ended December 31, 2016 (the "**Most Recent Fiscal Year End**"); and (iii) unaudited consolidated balance sheets, statements of income, and cash flows as of and for the quarterly period ended March 31, 2017 (the "**Most Recent Fiscal Month End**"; together with the 2016 financials set forth in subsection (ii), the "**Most Recent Financial Statements**"). Except as set forth on Section 2.12(a) of the Disclosure Schedule, the Financial Statements are materially correct and complete, have been prepared in accordance with SAP consistently applied, and present fairly in all material respects the financial condition, results of operation, changes in equity and cash flow of the Company as of and for their respective dates and for the periods then ending; provided, however, that the Most Recent Financial Statements are subject to normal, recurring year-end adjustments and lack notes.

(b) Since December 31, 2016, there has not been any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the Ordinary Course of Business that have not caused, in the aggregate, a Material Adverse Effect. Without limiting the generality of the foregoing, except as set forth on Section 2.12(b) of the Disclosure Schedule, since December 31, 2016, the Company has not:

(i) experienced any change in its premium or other revenues, claims or other costs, or relations with any Governmental Authority or any of its Members, Providers, payors, employees, agents, underwriters or others, that would result in a Material Adverse Effect on the financial condition and results of operations of the Company;

(ii) sold, leased, transferred or assigned any assets or property (tangible or intangible) with a value in excess of $10,000, other than sales of inventory in the Ordinary Course of Business;

(iii) entered into, amended, renewed or terminated any Contract that would be required to be listed on Section 2.9(a) of the Disclosure Schedule, and no Person has accelerated, terminated, modified or canceled any such Contract or given written notice of its intent to do so;

(iv) forgave, canceled, compromised, waived or released any Debt owed to it or any right or claim, other than amounts for less than $10,000 and in the Ordinary Course of Business;

(v) granted any increase in salary or bonus or otherwise increased the compensation or benefits payable or provided to any director, officer, employee, consultant, advisor or agent, except wage or salary increases set forth on Section 2.12(b)(v) of the Disclosure Schedule required by existing Contracts;

(vi) made any commitment not disclosed in its capital expense budget, outside of the Ordinary Course of Business or in excess of $10,000 in the aggregate for capital expenditures to be paid after the Closing or failed to incur capital expenditures in accordance with its capital expense budget;

(vii) instituted any material change in the conduct of its business or any material change in its cash management practices, billing practices, or method of purchase, sale, lease, management, marketing or operation;

(viii) made any changes to its accounting principles or practices;

(ix) instituted any change in its internal controls over financial reporting;

(x) taken or omitted to take any action which could be reasonably anticipated to have a Material Adverse Effect;

(xi) made or revised any Tax election or settled or compromised any Tax Liability;

(xii) accelerated the collection of its accounts receivable or delayed or deferred the payment of its insurance claims, accrued liabilities, accounts payable, expenses or other items, in each case other than in the Ordinary Course of Business;

(xiii) entered into any rate or profit caps with any insured group or material performance guarantees under any Material Contract;

(xiv) settled or entered into any agreement to settle any Proceeding with a settlement value in excess of $10,000; and

(xv) agreed or committed to any of the foregoing.

(c) Except as set forth on Section 2.12(c) of the Disclosure Schedule, all notes and accounts receivable reflected on the Most Recent Financial Statements, and all accounts receivable of the Company generated since the Most Recent Fiscal Month End (the "**Receivables**"), constitute bona fide receivables resulting from sales actually made, services actually performed or other obligations, as applicable in favor of the Company as to which full performance has been fully rendered, and are valid and enforceable claims. The Receivables are not subject to any pending, or to the Knowledge of the Company, threatened, defense, counterclaim, right of offset, returns, allowances or credits, except to the extent reserved against the accounts receivable. The current reserves against the accounts receivable for allowances, chargebacks and bad debts are commercially reasonable and have been determined in accordance with SAP, consistently applied in accordance with past custom and practice.

(d) The accounts payable of the Company reflected on the Most Recent Financial Statements arose from bona fide transactions in the Ordinary Course of Business, and, except as set forth on Section 2.12(d) of the Disclosure Schedule, all such accounts payable have either been paid, are not yet due and payable in the Ordinary Course of Business, or are being contested by the Company in good faith.

(e) The Company has implemented and maintains a system of internal controls over financial reporting sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with SAP, including, without limitation, that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with SAP, and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any significant differences. The Company has maintained financial books and records that are substantially complete. Except as set forth on Section 2.12(e) of the Disclosure Schedule, to the Knowledge of the Company, (A) there has been no fraud, whether or not material, that involves management or other employees who have had a significant role in the Company's internal controls over financial reporting and (B) neither the Company nor any current or former director, officer, employee or auditor of the Company has received any written complaint, allegation, assertion or claim alleging a deficiency in the accounting or auditing practices, procedures, methodologies or methods of the Company or its internal accounting controls.

(f) To the Knowledge of the Company, there are no facts or circumstances that would necessitate, in the good faith application of the reserving practices and policies of the Company, any material adverse change in the statutorily required reserves or reserves above those reflected in the Most Recent Balance Sheet (other than increases consistent with past experience resulting from increases in enrollment with respect to services provided by the Company).

(g) The Purchaser Surplus Notes are in full force and effect. As of the date of this Agreement, (i) the aggregate principal balance of the Purchaser Surplus Notes is $12,000,000 and (ii) the accrued interest under the Purchaser Surplus Notes is $157,333.34.

2.13. Undisclosed Liabilities. Except as set forth on Section 2.13 of the Disclosure Schedule, the Company has no liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise (and whether or not required to be disclosed on a balance sheet prepared in accordance with SAP), except (a) those which are accrued or reserved against in the Most Recent Financial Statements, (b) those which were incurred subsequent to the Most Recent Fiscal Month End in the Ordinary Course of Business, (c) those which result from the obligations of the Company under this Agreement, or (d) those which are pursuant to any

Material Contract which arose in the Ordinary Course of Business and did not result from any default, tort, breach of contract or breach of warranty.

2.14. Employees; Independent Contractors.

(a) Section 2.14(a) of the Disclosure Schedule sets forth a complete and correct list of all employees of the Company, showing for each: (i) name, (ii) hire date, (iii) current job title, (iv) actual base salary or hourly pay rate, bonus, commission or other remuneration paid during 2016, (v) 2017 base salary level or hourly pay rate and 2017 target bonus, if any, and (vi) indicating whether there has been any increase in compensation, bonus, incentive, or service award or any grant of any severance or termination pay or any other increase in benefits or any commitment to do any of the foregoing since January 1, 2017.

(b) The Company has provided the Purchasers with complete and correct copies of (i) all currently in effect and written severance, accrued vacation or other leave agreements, policies or retiree benefits of any current officer, employee or consultant, (ii) all currently in effect and written employee trade secret, non-compete, non-disclosure and invention assignment agreements and (iii) all existing and written manuals and handbooks applicable to any current director, manager, officer, employee or consultant of the Company. The employment or independent contractor arrangement of each officer, employee or consultant of the Company is, subject to applicable Laws involving the wrongful termination of employees, terminable at will (without the requirement of paying any severance) by the Company as the case may be, and, except as set forth on Section 2.14(b) of the Disclosure Schedule, the Company does not have any severance obligations if any such officer, employee or consultant is terminated. Except as set forth on Section 2.14(b) of the Disclosure Schedule, the Company has no Knowledge that any executive of the Company or that any group of employees of the Company has any plans to terminate employment with the Company.

(c) The Company has not experienced (nor, to the Knowledge of the Company, has it been threatened with) any strike, slow down, work stoppage, unfair labor practices charge or other collective bargaining dispute. The Company has not committed any unfair labor practice. The Company has no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Company. The Company has paid in full to all of its employees all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such employees.

(d) All current individuals who have performed services for the Company or who otherwise have claims for compensation from the Company have been properly classified as an employee or an independent contractor pursuant to all applicable Laws, including, but not limited to, the Code and ERISA.

(e) Section 2.14(e) of the Disclosure Schedule lists those Persons who are (a) "leased employees" within the meaning of Section 414(n) of the Code, or (b) "independent contractors" within the meaning of the Code and the rules and regulations promulgated thereunder, and in each case, the amount paid by the Company thereto year-to-date through March 31, 2017, and the hourly pay rate or other compensatory arrangements with respect to each such Person.

2.15. Employee Benefits.

(a) Section 2.15(a) of the Disclosure Schedule lists each Employee Benefit Plan that the Company maintains or to which the Company contributes or has any obligation to contribute or with respect to which the Company has any liabilities.

(i) Each such Employee Benefit Plan (and each related trust, insurance Contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(ii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan. The requirements of COBRA have been met in all material respects with respect to each such Employee Benefit Plan and each Employee Benefit Plan maintained by an ERISA Affiliate that is an Employee Welfare Benefit Plan subject to COBRA.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Closing Date which are not yet due have been made to each such Employee Pension Benefit Plan or accrued in accordance with the past custom and practice of the Company. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(iv) Each such Employee Benefit Plan which is intended to meet the requirements of a "qualified plan" under Code §401(a) is so qualified and has received a determination from the Internal Revenue Service that such Employee Benefit Plan is so qualified, and, to the Knowledge of the Company, nothing has occurred since the date of such determination that could adversely affect the qualified status of any such Employee Benefit Plan.

(v) Each such Employee Benefit Plan which is intended to be qualified under Section 401(a) of the Code and each trust forming a part thereof has been timely amended within the applicable Remedial Amendment Period (as that term is defined in Code Section 401(b)) and in accordance with applicable procedures set forth in Revenue Procedure 2005-66. All master, prototype and volume submitter plans which are part of any Employee Benefit Plan were submitted to the IRS for an opinion or advisory letter within the applicable Remedial Amendment Period, set forth in Revenue Procedure 2005-66.

(vi) There have been no Prohibited Transactions with respect to any such Employee Benefit Plan or any Employee Benefit Plan maintained by an ERISA Affiliate. No Fiduciary has any Liability for material breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No Proceeding with respect to the administration or the investment of the assets of

any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Company, threatened.

(vii) The Company has made available to the Purchasers correct and complete copies of the plan documents and summary plan descriptions, the most recent determination letter received from the Internal Revenue Service, the most recent annual report (Form 5500, with all applicable attachments), and all related trust agreements, insurance Contracts, and other funding arrangements which implement each such Employee Benefit Plan.

(b) Neither the Company nor any ERISA Affiliate contributes to, has any obligation to contribute to, or has any material liability under or with respect to any Employee Pension Benefit Plan that is a "defined benefit plan" (as defined in ERISA §3(35)) or a Multiemployer Plan.

(c) Section 2.15(c) of the Disclosure Schedule designates each Employee Benefit Plan that is a Multiemployer Plan. The Company has made all contributions required to be made to each Multiemployer Plan pursuant to the terms of such plan or the applicable collective bargaining agreement. No withdrawal liability would be incurred by the Company under subtitle E of Title IV of ERISA if the Company was to withdraw from each Multiemployer Plan on the Closing Date in a complete withdrawal (as defined in section 4203 of ERISA).

(d) Except as set forth on Section 2.15(d) of the Disclosure Schedule, each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code and Treasury Regulation §1.409A-1(a)) and is otherwise subject to the requirements under Section 409A of the Code (each, a "**409A Plan**") fully complies in form and operation with the requirements of Section 409A of the Code. To the Knowledge of the Company, the Company does not have any actual or potential liability with respect to any 409A Plan, including, without limitation, any obligation to make any gross-up, make-whole, or other additional payment with respect to taxes, interest, or penalties imposed under Section 409A of the Code, other than for the payment of amounts or benefits pursuant to and in accordance with the terms of such 409A Plan.

2.16. Debt. Except as set forth on Section 2.16 of the Disclosure Schedule, the Company does not have any Debt and is not liable for any Debt of any other Person.

2.17. Tax Matters.

(a) The Company has filed the Tax Returns listed on Section 2.17(h) of the Disclosure Schedule with the appropriate Governmental Authorities. All such Tax Returns are correct and complete in all respects. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of the Company.

(b) No deficiency or proposed adjustment for any amount of Tax has been proposed, asserted or assessed by any Governmental Authority against the Company that has not been paid, settled or otherwise resolved. There is no Proceeding now pending, proposed or, to

the Knowledge of the Company, threatened against the Company with respect to any Taxes. There has not been, within the past three (3) calendar years, an examination or written notice of potential examination of the Tax Returns filed with respect to the Company by any Governmental Authority.

(c) All Taxes that are required to be withheld or collected by the Company arising as a result of payments (or amounts allocable) to foreign persons or to employees, agents, contractors or stockholders of the Company, have been duly withheld and collected and, to the extent required, have been properly paid or deposited as required by applicable Laws.

(d) No written claim has ever been made by any Governmental Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(e) The Company is not a party to any Tax allocation, sharing, or indemnity agreement or arrangement (the principal purpose of which is related to Taxes), and is not liable for the Taxes of any other Person as a transferee or successor, by Contract or otherwise (other than any Contracts, the principal purpose of which is not related to Taxes, e.g., leases).

(f) The Company will not be required as a result of (i) a change in method of accounting for a taxable period ending on or prior to the Closing Date, to include any adjustment under Section 481(a) of the Code (or any corresponding provision of state, local or foreign Law) in taxable income for any taxable period (or portion thereof) beginning after the Closing Date, (ii) the use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (iii) any "closing agreement," as described in Section 7121 of the Code (or any corresponding provision of state, local or foreign Law) entered into on or prior to the Closing Date, (iv) any installment sale or open transaction disposition occurring on or prior to the Closing Date, (v) the receipt of any prepaid revenue on or prior to the Closing Date, (vi) any intercompany transaction or excess loss amount described in Treasury Regulations under Section 1502 of the Code or any corresponding or similar provision of state, local or foreign Law in existence on or prior to the Closing Date, or (vii) election under Section 108(i) of the Code which election was made on or prior to the Closing Date, to include any item of income or exclude any item of deduction for any taxable period (or portion thereof) beginning after the Closing Date that would not have otherwise so been included or excluded as the case may be.

(g) The Company is not a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(h) Section 2.17(h) of the Disclosure Schedule lists all income, franchise, sales and use, payroll and property Tax Returns filed by the Company for Tax periods ended on or after December 31, 2014, indicates those Tax Returns for taxable periods ending on or after December 31, 2011 that have been audited, and indicates those Tax Returns (regardless of when filed) that currently are the subject of an audit by a Governmental Authority. The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to the payment of any Tax or any Tax assessment or deficiency, which waiver or extension will continue to be in effect after the Closing Date.

(i) The Company (i) has not been a member of a consolidated group filing a consolidated Tax Return and (ii) does not have any Liability for the Taxes of any Person (other than the Company) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise.

(j) The Company does not constitute either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of shares qualifying for tax-free treatment under Section 355 of the Code (i) in the five years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the purchase of securities of the Company.

(k) The Company has not participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4 or any similar or analogous provision of state, local or foreign Law.

(l) The Company does not have a permanent establishment (within the meaning of an applicable Tax treaty) or an office or fixed place of business in a country other than the one in which it is organized.

2.18. Insurance. Section 2.18(i) of the Disclosure Schedule sets forth the following information with respect to each insurance and reinsurance policy (including policies providing property, casualty, liability, director & officer, and workers' compensation coverage and bond and surety arrangements) with respect to which the Company is a party, a named insured, or otherwise the beneficiary of coverage (collectively, the "**Company Insurance Agreements**"):

(i) the name of the insurer, the name of the policyholder, and the name of each covered insured;

(ii) the policy number and the period of coverage; and

(iii) a description of any retroactive premium adjustments or other material loss-sharing arrangements.

There is no claim by the Company or any other Person pending under any such policies and bonds as to which coverage has been questioned, denied or disputed. All premiums payable under all such policies and bonds have been paid, and no limit under any such policy has been exhausted. To the Knowledge of the Company, there are no threatened terminations of, or premium increases with respect to, any of such policies or bonds. The Company has maintained consistent amounts and types of coverage under such policies since January 1, 2016, and such policies afford coverage to the Company, its employees and the Business in amounts and against all risks normally insured against by Persons possessing similar assets or operating similar businesses in similar locations. Section 2.18(ii) of the Disclosure Schedule sets forth a list of all claims made under the Company Insurance Agreements, or under any other insurance policy, bond or agreement covering the Company or its operations since January 1, 2014.

2.19. Certain Business Relationships with the Company. Except as set forth on Section 2.19 of the Disclosure Schedule, no officer or director of the Company nor any of the Affiliates of any of the foregoing:

(a) owns, directly or indirectly, any stock or other ownership interest or investment in any Person that is a competitor, supplier, customer, provider, lessor or lessee of the Company; provided, however, that the foregoing representation will be deemed not to be made as to the ownership of not more than 5% of the capital stock of any such Person that has securities registered pursuant to Section 13 or Section 15 of the Securities Exchange Act of 1934, as amended;

(b) owes any amount to, or is owed any amount by, the Company;

(c) has any interest in or owns any assets, properties or rights used in the conduct of the business of the Company;

(d) is a party to any Contract to which the Company is a party or which otherwise benefits the business of the Company; or

(e) has received from or furnished to the Company any goods or services since the Most Recent Fiscal Year End, or is involved in any business relationship with the Company.

2.20. Legal Compliance.

(a) Except as set forth on Section 2.20(a) of the Disclosure Schedule, the Company and its Affiliates have complied and are in compliance with all applicable Laws and Orders, including without limitation the MIA Spending Order and all Healthcare Laws, and no Proceeding has been filed or, to the Knowledge of the Company, commenced or threatened alleging any failure so to comply.

(b) Except as set forth on Section 2.20(b)(i) of the Disclosure Schedule, the Company has not received any written notice, citation, suspension, revocation, limitation, warning, or request for repayment or refund issued by a Governmental Authority that, to the Knowledge of the Company, requires, seeks or calls attention to the necessity of any adjustment, modification or alteration in the Company's operations, activities, services or financial condition that has not been fully and finally resolved to the Governmental Authority's satisfaction without further liability to the Company. Except as set forth on Section 2.20(b)(ii) of the Disclosure Schedule, there are no restrictions imposed by any Governmental Authority upon the Business, activities or services of the Company.

(c) No officer, director, employee or independent contractor (whether an individual or entity) of the Company: (i) has been assessed a civil monetary penalty under Section 1128A of the Social Security Act or any regulations promulgated thereunder; (ii) has been excluded from participation in Medicare, Medicaid or any federal health care program or state health care program; (iii) has been excluded, suspended, or debarred from any state or federal health care program or been subject to sanction, charged or been convicted of a crime in connection

with any such program or related Law, (iv) is or has been a party to a corporate integrity agreement with the Office of the Inspector General of the Department of Health and Human Services (the "**OIG**"). In addition, the Company screens employees and contracted network Providers of the Company against the GSA exclusion list, the List of Excluded Individuals and Entities, and any other applicable databases upon hire or contract and screens contracted network Providers monthly thereafter, and no current employees, vendors, or current network Providers or other contractor of the Company has been excluded from participation in any federal health care program or state health care program (as such terms are defined by the Social Security Act).

(d) Except as set forth in Section 2.20(d) of the Disclosure Schedule, (i) the Company has not received written or, to the Knowledge of the Company, oral notice from any Governmental Authority that explicitly alleges any noncompliance (or that the Company is under investigation or the subject of an inquiry by any such Governmental Authority for such alleged noncompliance) with any applicable Law or Order, including without limitation any Healthcare Law; and (ii) the Company has not entered into any written or, to the Knowledge of the Company, express oral agreement or settlement with any Governmental Authority with respect to its noncompliance with, or violation of, any applicable Laws and Orders, including without limitation any Healthcare Laws. With respect to each agreement or settlement set forth in Section 2.20(d) of the Disclosure Schedule, (i) such agreement or settlement has not been breached by the Company or, to the Knowledge of the Company, any other party thereto, (ii) the Company has performed all obligations under such agreement or settlement required to be performed by the Company, and (iii) there is no event which, upon giving of notice or lapse of time or both, would constitute a breach or default by the Company under any such agreement or settlement or would permit the termination, modification or acceleration of such agreement or settlement.

(e) Except as disclosed on Section 2.20(e) of the Disclosure Schedule, the Company has timely filed all regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that it was required to file with any Governmental Authority, including the MIA and any other state health and insurance regulatory authorities and any applicable federal regulatory authorities. All such regulatory filings complied with applicable Laws and Orders, including without limitation all Healthcare Laws.

(f) Any premiums charged conform to the premiums approved by Governmental Authorities and comply with the Laws and Orders applicable thereto, including without limitation all Healthcare Laws.

(g) The Company, and, to the Knowledge of the Company, its employees and independent contractors, and each authorized broker, producer, consultant, agent, field marketing organization, or third party service provider acting on behalf of the Company has marketed, administered, sold and issued insurance and health care benefit products in compliance with all applicable Laws, including specifically, applicable Laws that relate to the licensing of Persons to sell health insurance and health care benefit products.

(h) Neither the Company nor, to the Knowledge of the Company, any director, officer, agent, or employee of the Company or any other authorized Person acting for or on behalf of the Company, has directly or indirectly been in violation of any applicable Law

(including the Foreign Corrupt Practices Act of 1977, as amended) made or received any remuneration (including, without limitation, any illegal contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other improper payment) to any Person, regardless of form, whether in money, property, or services (i) to obtain or provide favorable treatment in securing business, (ii) to pay for or receive payment for favorable treatment for business secured, (iii) to obtain or provide special concessions or for special concessions already obtained, for or in respect of the Company or any of its Affiliates, (iv) to refer or in return for referring an individual to a Person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (v) to refer or in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid.

(i) Neither the Company nor, to the Knowledge of the Company, any director, officer, employee or agent of the Company or any other authorized Person acting for or on behalf of the Company, has directly or indirectly, in connection with the Business, billed or received any payment or reimbursement in excess of amounts allowed by Law, including without limitation all Healthcare Laws, or retained any payment or reimbursement in excess of amounts allowed by any and all policies and procedures of third-party payors from which the Company receives reimbursements. To the extent that the Company has identified any overpayments from any federal health care program, it has notified the applicable agency and returned such overpayments within 60 days in accordance with the requirements under the Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended.

(j) The Company and each health plan maintained by the Company is receiving and transmitting, directly or through third parties, those standard transactions as defined in HIPAA and HITECH and corresponding regulations regarding electronic transactions and code sets (45 CFR Parts 160, 162 and 164). The Company and each such health plan has, since the commencement of operations by the Company, been distributing notices of privacy practices in the appropriate form, obtaining acknowledgments of receipt to the extent required under HIPAA and HITECH, training its workforce, administering a complaint system, and offering covered persons the records access, disclosure accounting and other rights, each as required by applicable Laws, including without limitation all Healthcare Laws. Except as set forth on Section 2.20(j) of the Disclosure Schedule, the Company has complied with applicable Laws, including without limitation all Healthcare Laws, relating to the use and disclosure of protected health information, notices of privacy practices and the privacy rules, and the maintenance and transmission of electronic protected health information as well as security requirements (including notices of any breaches of security).

(k) Neither the Company nor, to the Knowledge of the Company, any director, officer, employee or agent of the Company or any other authorized Person acting for or on behalf of the Company, has taken or omitted to take any action that was or is prohibited under, or otherwise failed to comply with the False Claims Act, 31 U.S.C. §§3729 et seq., the Civil Monetary Penalties Law, 42 U.S.C. §1320a-7a, federal or state anti-kickback statutes, federal or state referral Laws, including 42 U.S.C. §1395nn, regulations promulgated pursuant to any of the foregoing statutes, or any other Law or rule of professional conduct applicable to health care fraud, participation in Medicare or Medicaid or other federal or state payor programs, billing or

submission of claims, insurance, bribes, rebates, kickbacks, corporate practice of medicine, fee splitting or patient brokering, or governing or regulating the management of health care providers.

(l) Neither the Company nor, to the Knowledge of the Company, any director, officer, employee or agent of the Company or any other authorized Person acting for or on behalf of the Company, has knowingly or willfully made or caused to be made any false statement or representation of a material fact in any application for any benefit or payment, or for use in determining rights to any benefit or payment, or failed to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on its own behalf or on behalf of another, with the intent to fraudulently secure such benefit or payment.

(m) Except as set forth in Section 2.20(m)(i) of the Disclosure Schedule, the Company has not made a voluntary disclosure pursuant to the OIG's self-disclosure protocol or otherwise or is currently subject to any reporting obligations pursuant to any settlement agreement with the OIG or any other Governmental Authority. Except as set forth in Section 2.20(m)(ii) of the Disclosure Schedule, the Company has not been notified in writing or, to the Knowledge of the Company, orally that it is the subject of any Governmental Authority investigation, a defendant in any qui tam/False Claims Act litigation, or been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Authority.

2.21. Permits.

(a) Section 2.21(a) of the Disclosure Schedule lists all Permits held by the Company, and the jurisdictions where such Permits are maintained. Such Permits (i) constitute all Permits necessary for the operation of the Business of the Company as currently conducted, (ii) are in full force and effect, and (iii) except as set forth on Schedule 2.21(a)(iii) of the Disclosure Schedule, will not be affected or made subject to loss, limitation or any obligation to reapply as a result of the transactions contemplated by this Agreement. No Proceeding is pending or, to the Knowledge of the Company, threatened to terminate, revoke or limit any such Permit. The Company is and has been in material compliance with the terms of such Permits. To the Knowledge of the Company, no event that (whether with notice or lapse of time or both) would result in a suspension, revocation, restriction, amendment or nonrenewal of any such Permit has occurred.

(b) Without limiting the generality of Section 2.21(a), the Company holds a valid certificate of authority issued by the MIA and any other applicable insurance Governmental Authority, which is in full force and effect. Neither CMS, the MIA nor any other insurance related Governmental Authority has restricted or otherwise modified the terms of, or the rights and obligations under, any such certificate or license in a manner materially adverse to the Company with respect to the Business. The Company has not received any written or, to the Knowledge of the Company, oral notice of violation of any Laws or Orders by the Company with respect to the Business, and the Company has no Knowledge that any such notice will be received prior to the Closing Date. The Company complies with all deposit, reserve, capital, net worth and other financial requirements applicable to the Company with respect to the Business, including,

without limitation, all Laws and Orders with respect to such requirements issued by the MIA or any other applicable insurance Governmental Authority.

2.22. Corporate Documents. The Organizational Documents of the Company are in the form provided to the Purchasers. The copy of the minute books of the Company provided to the Purchasers contains minutes of all meetings of directors and members of the Company and all actions by written consent without a meeting by the directors and members since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and members with respect to all transactions referred to in such minutes.

2.23. Environmental Laws. The Company is, and has been, in compliance with all Environmental Laws, and does not have any Liabilities under any Environmental Laws with respect to any properties and assets (whether real, personal, or mixed) in which the Company has or had an interest (or otherwise in connection with the Company's past or current operation of its Business). The Company has not received at any time, any citation, written notice or other communication from any Governmental Authority regarding any alleged, actual or potential violation by the Company of any Environmental Law, or any alleged, actual or potential obligation by the Company to undertake or bear the cost of any Liabilities under any Environmental Law.

2.24. Real Property.

(a) The Company does not currently own, and has never owned, any real property.

(b) The Company has made available to the Purchasers a true and complete copy of each Lease for each parcel of Leased Real Property, and in the case of any oral Lease, a written summary of the material terms of such Lease.

(c) Subject to the respective terms and conditions in the Leases, the Company is the sole legal and equitable owner of the leasehold interest in the Leased Real Property free and clear of all Liens.

(d) With respect to each parcel of Leased Real Property: (i) there are no pending or, to the Knowledge of the Company, threatened condemnation suits, administrative actions or other Proceedings relating to any such parcel or other matters affecting adversely the current use or occupancy thereof; and (ii) all Improvements on any such parcel are in good operating condition, ordinary wear and tear excepted, and are supplied with utilities and other services necessary for the operation of the business as currently conducted at such facilities and safe for their current occupancy and use. The Leased Real Property comprises all of the real property used or intended to be used in the business of the Company as currently conducted, and the Company is not a party to any Contract or option to purchase any real property or interest therein.

2.25. Business Continuity. None of the Software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized, and/or Software systems and any other networks or systems and related services that are used by or relied on by the

Company in the conduct of the Business (collectively, the "**Systems**") have experienced bugs, failures, breakdowns, or continued substandard performance in the past twelve (12) months that has caused or reasonably could be expected to cause any substantial disruption or interruption in or to the use of any such Systems by the Company.

2.26. Disclosure. The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Shares. No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to Purchasers at the Closing contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

3. Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that:

3.1. Organization, Good Standing, Corporate Power and Qualification. The Purchaser is duly organized, validly existing and in good standing under the laws of the State of Maryland and has all necessary power and authority to own, operate or lease the properties and assets now owned, operated and leased by it and to carry on its business as presently conducted and as proposed to be conducted. The Purchaser is duly qualified to transact business and is in good standing in the State of Maryland.

3.2. Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, or (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

3.3. Non-contravention. Neither the execution, deliver and performance of the Transaction Agreements, nor the consummation of the transactions contemplated hereby and thereby, will (i) violate or conflict with any Law or Order to which the Purchaser is subject, or (ii) violate or conflict with, or breach, any provision of the Organizational Documents of the Purchaser. Except for (i) filing of the MIA Change of Control Application, and (ii) approval by the MIA, the Purchaser is not required to give any notice to, make any filing with, or obtain any Consent or Permit of any Governmental Authority or other Person in connection with the execution and delivery of the Transaction Documents and in order to consummate the transactions contemplated by the Transaction Documents.

3.4. Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as

a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Purchaser has not been formed for the specific purpose of acquiring the Shares.

3.5. Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management and has had an opportunity to review the Company's facilities. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.6. Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale except as set forth in the Investors' Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.7. No Public Market. The Purchaser understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

3.8. Legends. The Purchaser understands that the Shares and any securities issued in respect of or exchange for the Shares, may be notated with one or all of the following legends:

(a) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend set forth in, or required by, the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so legended.

3.9. Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.10. Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, counsel or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares.

3.11. Residence. If the Purchaser is an individual, then the Purchaser resides in the state or province identified in the address of the Purchaser set forth on Exhibit A; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Exhibit A.

3.12. Consent to Promissory Note Exchange and Termination. Each Purchaser, to the extent that such Purchaser is a holder of one or more Purchaser Surplus Notes or any other promissory notes of the Company being exchanged and/or cancelled in consideration of the issuance hereunder of Shares to such Purchaser, hereby agrees that the entire amount owed to such Purchaser under such notes is being tendered to the Company in exchange for the applicable Shares set forth on the Schedule of Purchasers, and effective upon the applicable Closing, without any further action required by the Company or such Purchaser, such note(s) and all obligations set forth therein shall be immediately deemed repaid in full and terminated in their entirety, including, but not limited to, any security interest effected therein.

4. Pre-Closing Covenants. The Parties agree as follows with respect to the period between the execution of this Agreement and the earlier of the Closing or the termination of this Agreement pursuant to Section 7:

4.1. General. Each of the Parties will use commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Sections 5 and 6 below).

4.2. Notices and Consents.

(a) MIA Filings.

(i) The Purchasers will use commercially reasonable efforts to promptly, but in any event within the time prescribed by the MIA, file with the appropriate MIA officials the MIA Change of Control Application.

(ii) The Company will use commercially reasonable efforts to promptly, but in any event within the time prescribed by the MIA, file with the appropriate MIA officials the MIA Conversion Application.

(iii) Each Party agrees to give the other Parties an opportunity to review and comment upon all MIA Filings and to the extent such comments are reasonable and/or customary, to incorporate such comments into the MIA Filings. In connection with the MIA Filings, each Party will also provide the other Parties with copies of all correspondence, filings or communications (or memoranda setting forth the substance thereof) between it and the MIA. Each Party will use commercially reasonable efforts to promptly respond to requests for additional information with respect to the MIA Filings and to have the MIA Filings approved by the MIA as promptly as practicable. Each Party will cooperate with all reasonable requests of any other Party in connection with the MIA Filings and take all actions reasonably necessary to facilitate the MIA Filings. Each Party will use its commercially reasonable efforts to resolve objections, if any, asserted by the MIA with respect to this Agreement so as to enable the transactions contemplated hereunder to be completed by the End Date.

(b) Conversion. The Company will act diligently and use commercially reasonable efforts to effectuate the Conversion pursuant to the Plan of Conversion.

(c) Other Filings, Consents and Permits. Each of the Parties will (a) act diligently and use commercially reasonable efforts to cooperate with each other in timely giving any notice to, making any filing with, or obtaining any Consent or Permit of any Governmental Authority or other Person, including those set forth on Section 2.5(iv) of the Disclosure Schedule, and required to be given, made or obtained prior to the Closing Date in order to consummate the transactions contemplated by this Agreement, and (b) use commercially reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by this Agreement.

(d) Cooperation. The Parties acknowledge that nothing in this Section 4.2 will require any Purchaser or Affiliate of a Purchaser to (x) agree to sell, divest, license, dispose of or hold separate any assets or businesses, or otherwise take or commit to take any action that could limit its freedom with respect to, or its ability to retain, one or more of its businesses, product lines or assets, (y) agree to the requirement of expenditure of money by any Purchaser, the Company or any of their respective subsidiaries or Affiliates to a third party in exchange for any Consent, or (z) take an action that would reasonably be expected to result in a Material Adverse Effect. The Parties will promptly furnish to each other all information required for any application or other filing to be made by the other pursuant to the rules and regulations of any applicable Law in connection with the transactions contemplated by this Agreement. Except as specifically required by this Agreement, the Parties will not knowingly take any action, or knowingly refrain from taking any action, the effect of which would be to delay or impede the ability of the Parties to consummate the transactions contemplated by this Agreement.

4.3. Operation of Business. Except as otherwise contemplated in this Agreement or the other Transaction Agreements or with the prior written consent of the Purchasers, the Company will:

(a) conduct the business of the Company only in the Ordinary Course of Business;

(b) use commercially reasonable efforts to maintain the business, properties, physical facilities and operations of the Company, preserve intact the current business organization of the Company, keep available the services of the current officers, employees and agents of the Company, other than termination or resignation of at will employees in the Ordinary Course of Business, and maintain the relations and goodwill with its Providers, suppliers, customers, lessors, licensors, lenders and employees, in each case consistent with the Ordinary Course of Business;

(c) give all required notices in connection with, and use its commercially reasonable efforts to obtain, all Permits and Consents necessary or desirable to consummate the transactions contemplated by the Agreement and to permit the Purchasers to operate the business of the Company after the Closing and to cause the other conditions to the Purchasers' obligation to close set forth in Section 5 to be satisfied (including the execution and delivery of all agreements and documents contemplated hereunder to be so executed and delivered), including without limitation, all Permits and Consents required under any Healthcare Law;

(d) not take or initiate any action that would reasonably be expected to result in any change in the Company's premiums or other revenues, claims or other costs, or relations with any Governmental Authority or any of its Members, Providers, payors, employees, agents, underwriters or others, that would result in a Material Adverse Effect;

(e) not enter into, amend, renew or terminate any Contract that would constitute a Material Contract as described in Section 2.9(a) of the Disclosure Schedule or take or initiate any action that would reasonably be expected to result in any Person accelerating, terminating, modifying or canceling any such Contract;

(f) not issue, create, incur or assume any Debt of the Company involving more than $10,000;

(g) not forgive, cancel, compromise, waive or release any Debt owed to the Company or any right or claim, other than amounts for less than $10,000 and in the Ordinary Course of Business;

(h) except for recurring and anticipated expenditures set forth in the Company's pre-closing budget attached as Exhibit J to this Agreement:

(i) not make any disbursement or payment (or series of like payments) in excess of $10,000;

(ii) not sell, lease, transfer, assign, pledge, encumber or grant any lien on any assets or property (tangible or intangible) of the Company other than sales of inventory in the Ordinary Course of Business;

(iii) not grant any increase in salary or bonus or otherwise increase the compensation or benefits payable or provided to any of the Company's directors, officers, employees or consultants, except wage or salary increases required by existing Contracts;

(iv) not commit to or enter into any employment or consulting arrangement with any Person;

(v) not make any commitment of the Company outside of the Ordinary Course of Business or in excess of $10,000 in the aggregate for capital expenditures to be paid after the Closing or fail to incur capital expenditures in accordance with the Company's capital expense budget;

(i) not amend or make any change to any of the Company's Organizational Documents (other than as required herein);

(j) not acquire or enter into an agreement to acquire, by merger, consolidation or purchase of stock or other equity interests or assets or any other manner, any interest in any other Person or assets;

(k) not institute any material change in the conduct of the Company's business or any material change in the Company's cash management practices, billing practices, or method of purchase, sale, lease, management, marketing or operation;

(l) not institute any change in the Company's accounting practices or methods;

(m) not institute any change in the Company's internal controls over financial reporting;

(n) not take or omit to take any action that could be reasonably anticipated to have a Material Adverse Effect;

(o) not make or revise any Tax election or settle or compromise any Tax Liability of the Company;

(p) not accelerate the collection of the Company's accounts receivable other than in the Ordinary Course of Business;

(q) except for amounts not approved for payment by the MIA pursuant to the MIA Spending Order, not delay or defer the payment of the Company's insurance claims,

accrued Liabilities, accounts payable, expenses or other items for more than sixty (60) days, provided, however that the aggregate amount of any such delayed or deferred payments shall not exceed $20,000,000 for medical claims payable and $1,600,000 for accounts payable;

(r) not settle or enter into any agreement to settle any Proceeding involving the Company;

(s) not issue any (A) shares of capital stock of the Company, (B) debt securities of the Company convertible into or exchangeable or exercisable for shares of capital stock or other equity securities of the Company, or (C) options, warrants or other rights to acquire from the Company, or obligations of the Company to issue, any capital stock or other equity securities of the Company or securities convertible into or exchangeable for, or requiring payments based on the value of, the capital stock or other equity securities of the Company; and

(t) not agree or commit to any of the foregoing actions in clauses (d) through (r) of this Section 4.3.

4.4. Access. The Company will (a) permit the Purchasers and their representatives to have access during normal business hours to all key personnel, books, properties, providers, customers, suppliers, records, Contracts, documents and data of the Company, and (b) furnish the Purchasers and their representatives with copies of all such books, records, Tax Returns, Contracts, documents, data and information as the Purchasers may reasonably request; provided, however, that such investigations and inquiries by or on behalf of the Purchasers do not unreasonably interfere with normal operations or customer or employee relations. Until the Closing Date, the Company will also deliver to the Purchasers (i) within 20 days after the end of each month a copy of the interim, monthly financial reporting package for such month prepared in a manner and containing information consistent with the Company's current practices, and (ii) weekly enrolled membership reports and weekly expenditure reports.

4.5. Notice of Developments. If the Company becomes aware prior to any Closing of any event, fact or condition or nonoccurrence of any event, fact or condition that may constitute a breach of any representation, warranty, covenant or agreement of the Company or may constitute a breach of any representation or warranty of the Company if such representation or warranty were made on the date of the occurrence or discovery of such event, fact or condition or on the date of the Closing, then the Company will promptly, but in no event more than five (5) Business Days after discovery, provide the Purchasers with a written description of such fact or condition. From the date of this Agreement until all Shares have been issued pursuant to this Agreement, the Company will have the continuing obligation to promptly, but in no event more than five (5) Business Days after discovery, supplement the information contained in the Disclosure Schedule with respect to any matter hereafter arising or discovered with respect to representations and warranties in accordance with this Section 4.5 (the "**Post-Signing Schedules**"). Any updates in the Post-Signing Schedules that describe matters which, if existing, occurring or known on the date of this Agreement, would have been required to be set forth or described in the Disclosure Schedule shall be for information purposes only and such disclosure will not be deemed to have cured any inaccuracy in or breach of any representation or warranty in this Agreement, including for purposes of the termination rights contained in this Agreement. Any updates in the Post-Signing Schedules describing any new matters which have occurred during the

period of time between the date hereof and prior to any Closing shall be deemed to modify the representations and warranties and shall be treated as though delivered at the time of signing. Notwithstanding the foregoing, any updates in the Post-Signing Schedules which give rise to a Material Adverse Effect shall give the Purchasers the right to terminate the Agreement within ten (10) Business Days of receipt of such Post-Signing Schedules.

4.6. Exclusivity. The Company agrees that, unless this Agreement is earlier terminated pursuant to Section 7, it will not, and will cause each of its directors, officers, employees, agents, consultants, lenders, financing sources, advisors or other representatives, including legal counsel, accountants and financial advisors, not to, directly or indirectly (a) solicit, initiate or encourage any inquiry, proposal, offer or contact from any Person (other than the Purchasers and their respective Affiliates and representatives) relating to any transaction involving (i) the sale of any stock or other ownership interest or any assets (other than the sale of inventory in the Ordinary Course of Business) or debt of the Company, (ii) any acquisition, divestiture, merger, share or unit exchange, consolidation, redemption, financing or similar transaction involving the Company, or (iii) any similar transaction or business combination involving the Company (in each case, an "**Acquisition Proposal**"), or (b) participate in any discussion or negotiation regarding, or furnish any information with respect to, or assist or facilitate in any manner, any Acquisition Proposal or any attempt to make an Acquisition Proposal. The Company will notify the Purchasers immediately if any Person makes any proposal, offer, inquiry or contact related to an Acquisition Proposal and provide the Purchasers with the details thereof (including the Person making such offer, inquiry or contact and a copy of all written communication in connection therewith) and their response thereto.

4.7. Statutory Insurance Statements. Prior to the Closing, the Company will deliver to the Purchasers all annual and quarterly financial statements, prepared in accordance with SAP, and required to be filed with the MIA, at least five (5) days prior to filing such statements with the MIA.

4.8. Public Announcements. The Parties will consult with each other regarding communication plans developed for purposes of announcing the transactions contemplated hereby through the Closing (or earlier termination of this Agreement pursuant to Section 7), and will cooperate to develop further communication plans as reasonably necessary. Such communication plans will address the communication needs of: (a) employees; (b) capital markets; (c) media; (d) market services; (e) customers; and (f) any others deemed necessary by the Parties. For greater certainty, each Party agrees that it will not issue any press release or otherwise make any public statement or respond to any press inquiry with respect to this Agreement or the transactions contemplated hereby without the prior approval of the other Parties (which approval will not be unreasonably conditioned, withheld or delayed), except as may be required to fulfill any condition to the Closing pursuant to this Agreement or as otherwise required by applicable Law.

5. Conditions to the Purchasers' Obligations at the Closing. The obligations of each Purchaser to purchase Shares at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions, unless otherwise waived:

5.1. Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct in all respects on and as of the date hereof

and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects).

5.2. Performance. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before the Closing Date.

5.3. Post-Signing Schedules. The Company shall have delivered to the Purchasers the Post-Signing Schedules to reflect changes therein from the date hereof to the Closing Date.

5.4. No Orders. There shall not be any Order in effect preventing consummation of any of the transactions contemplated by the Transaction Agreements or any Proceeding seeking to restrain, prevent, change or delay the consummation of any of the transactions contemplated by the Transaction Agreements.

5.5. No MIA Orders. There shall not be any MIA Order in effect prohibiting the Company from making a disbursement, payment (or series of like payments) or transfer of assets without the prior approval of the Maryland Insurance Commissioner.

5.6. No Material Adverse Change. There shall have been no event or events that, individually or in the aggregate, has had, or could be reasonably expected to have, a Material Adverse Effect on the Company.

5.7. Compliance Certificate. The President of the Company shall deliver to the Purchasers at the Closing a certificate, in form and substance satisfactory to the Purchasers, certifying that the conditions specified in Sections 5.1 through 5.6 have been fulfilled.

5.8. Consents and Permits. All Consents and Permits of Governmental Authorities and other Persons that are required in connection with the consummation of the transactions contemplated by the Transaction Agreements, in form and substance satisfactory to the Purchasers, shall be obtained and effective as of the Closing, including, without limitation, (i) the written approval of the MIA of the MIA Filings and the repayment of the Purchaser Surplus Notes, and (ii) those set forth on Section 2.5(iv) of the Disclosure Schedule.

5.9. Conversion. The Conversion shall have been consummated in accordance with the Plan of Conversion.

5.10. Opinion of Company Counsel. The Purchasers shall have received from Funk & Bolton, P.A., counsel for the Company, an opinion, dated the Closing Date, in form and substance reasonably satisfactory to the Purchasers.

5.11. Board of Directors. As of the Closing, the authorized size of the Board shall be fixed at five (5) members, and the election or designation of the members thereof shall be as provided in the Voting Agreement, or adequate provision shall have been made therefor to be effective immediately upon the Closing.

5.12. Indemnification Agreements. The Company shall have executed and delivered the Indemnification Agreements.

5.13. Investors' Rights Agreement. The Company and each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder) shall have executed and delivered the Investors' Rights Agreement.

5.14. Right of First Refusal and Co-Sale Agreement. The Company and each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder) shall have executed and delivered the Right of First Refusal and Co-Sale Agreement.

5.15. Voting Agreement. The Company and each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder) shall have executed and delivered the Voting Agreement.

5.16. Articles of Amendment and Restatement. The Company shall have filed the Articles of Amendment and Restatement with the Department at or prior to the Closing, which shall continue to be in full force and effect as of the Closing.

5.17. Bylaws. The Board of Directors of the Company shall have adopted the Amended and Restated Bylaws of the Company in the form set forth on Exhibit H, which shall continue to be in full force and effect as of the Closing.

5.18. Expiring Provider Contracts. The term of each Expiring Provider Contract shall have been extended through at least December 31, 2017 or the Company shall have exercised its best commercial efforts to have the Expiring Provider Contracts so extended.

5.19. Employees. At least seventy-five percent (75%) of the employees of the Company as of the date hereof will still be on the job and performing their usual and customary duties for the Company immediately before the Closing and will not have given notice of termination or any indication that they intend to terminate their employment.

5.20. Stock Certificates. The Company shall have delivered to each Purchaser a stock certificate representing the Shares being purchased by such Purchaser at the Closing.

5.21. Payment of Transaction Expenses. At or prior to the Closing, the Company shall pay to each Purchaser and to each Company vendor engaged in connection with the Transaction such fees and expenses as are required to be paid by the Company to each Purchaser and to each Company vendor engaged in connection with the Transaction in accordance with Section 9.8.

5.22. Secretary's Certificate. The Secretary of the Company shall have delivered to the Purchasers at the Closing a certificate, dated the Closing Date, attaching and certifying (i) the Organizational Documents of the Company, (ii) the authorizing resolutions of the Board of Directors of the Company approving the Transaction Agreements and the transactions

contemplated by the Transaction Agreements, and (iii) the incumbency and signatures of the Persons signing the Transaction Agreements on behalf of the Company.

5.23. Officer's Certificates. Each officer and specific identified executives of the Company shall have delivered to the Purchasers at the Closing a certificate, dated the Closing Date, certifying that, to the best of the officer's Knowledge, the representations and warranties of the Company contained in Section 2 are true and correct in all respects.

5.24. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to each Purchaser, and each Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

6. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Shares to the Purchasers at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions, unless otherwise waived:

6.1. Representations and Warranties. The representations and warranties of each Purchaser contained in Section 3 shall be true and correct in all respects on and as of the date of such Closing.

6.2. Performance. The Purchasers shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before such Closing.

6.3. No Orders. There shall not be any Order in effect preventing consummation of any of the transactions contemplated by the Transaction Agreements or any Proceeding seeking to restrain, prevent, change or delay the consummation of any of the transactions contemplated by the Transaction Agreements.

6.4. Consents and Permits. All Consents and Permits of Governmental Authorities that are required in connection with the consummation of the transactions contemplated by the Transaction Agreements shall be obtained and effective as of the Closing, including, without limitation, the written approval of the MIA of the MIA Filings.

6.5. Investors' Rights Agreement. Each Purchaser shall have executed and delivered the Investors' Rights Agreement.

6.6. Right of First Refusal and Co-Sale Agreement. Each Purchaser shall have executed and delivered the Right of First Refusal and Co-Sale Agreement.

6.7. Voting Agreement. Each Purchaser shall have executed and delivered the Voting Agreement.

6.8. Payment of Purchase Price. Each Purchaser shall have delivered to the Company the purchase price for the Shares being purchased at the Closing by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation or

exchange of Purchaser Surplus Notes (and any such Purchaser Surplus Notes shall have been delivered to the Company for cancellation) or other indebtedness of the Company to such Purchaser, including interest, or by any combination of such methods.

7. Termination.

7.1. Termination of Agreement. The Parties may terminate this Agreement as provided below:

(a) The Purchasers and the Company may terminate this Agreement by mutual written consent at any time prior to the Closing.

(b) The Purchasers may terminate this Agreement by giving written notice by all Purchasers to the Company at any time prior to the Closing (i) in the event the Company has breached any representation, warranty, or covenant contained in this Agreement which individually, or in the aggregate, would reasonably be expected to have a Material Adverse Effect; (ii) in the event the MIA denies any of the MIA Filings or the Conversion or denies repayment of the Purchaser Surplus Notes in connection with the issuance of the Shares hereunder; or (iii) if the Closing will not have occurred on or before September 30, 2017 (the "**End Date**"), provided that the Purchasers will not be entitled to terminate this Agreement pursuant to this Section 7.1(b)(iv) if any Purchaser's willful or intentional breach of this Agreement has prevented, or is the primary reason for the failure of, satisfaction of the conditions precedent to the Closing or the consummation of the transactions contemplated hereby at or prior to such time.

(c) The Company may terminate this Agreement by giving written notice to the Purchasers at any time prior to the Closing if the Closing will not have occurred on or before the End Date, provided that the Company will not be entitled to terminate this Agreement pursuant to this Section 7.1(c) if the Company's willful or intentional breach of this Agreement has prevented, or is the primary reason for the failure of, satisfaction of the conditions precedent to the Closing or the consummation of the transactions contemplated hereby at or prior to such time.

7.2. Effect of Termination. If this Agreement is terminated pursuant to Section 7.1, all further obligations of the Parties under this Agreement will terminate; provided, however, that the obligations in Section 9 of this Agreement will survive the termination; and provided further, that the termination of this Agreement will have no effect on the Company's obligations under the outstanding Purchaser Surplus Notes or on the Purchasers' rights under the amended and restated loan letter, dated as of March 31, 2017, by and among the Company and the Purchasers. Except in the event of a mutual termination as set forth in Section 7.1(a), nothing in this Section 7 will release any Party from any Liability for any breach of any representation, warranty, covenant or agreement in this Agreement. For the avoidance of doubt, for purposes of this Section 7.2, the Company will not be deemed to be in breach of a representation or warranty unless it would be in breach after taking into account the amendments, supplements and additions provided in the Post-Signing Schedules.

8. Post-Closing Covenant. The Purchasers agree to use commercially reasonable efforts to cause the RBC Threshold to be at least equal to 200% as of December 31, 2018.

9. Miscellaneous.

9.1. Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

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

9.3. Governing Law. This Agreement shall be governed by the internal law of the State of Maryland.

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

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

9.6. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 9.6. If notice is given to the Company, a copy shall also be sent to Funk & Bolton, P.A., 36 South Charles Street, 12th Floor, Baltimore, Maryland 21201, Attn: Ren Tundermann.

9.7. Finder's Fees. Except as set forth on Section 9.7 of the Disclosure Schedule, each party represents that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the

transactions contemplated herein (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the transactions contemplated herein (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

9.8. Fees and Expenses. At the Closing, the Company shall pay all fees and expenses (including attorneys' fees and expenses) incurred by the Purchasers and the Company in connection with the negotiation, preparation and execution of the Transaction Agreements and the consummation of the transactions contemplated therein. The purchase price for the Shares being purchased by a Purchaser at the Closing may be offset by any amount due such Purchaser under this Section 9.8 and not paid at the Closing. At any Purchaser's election, or if the Closing does not occur due to no fault of such Purchaser, each Purchaser shall have the right to submit invoices to the Company for any and all such fees and expenses incurred to date and the Company shall pay such invoices within two weeks of receipt.

9.9. Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

9.10. Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the Purchasers; provided, however, that the Disclosure Schedule may be updated in respect of or in anticipation of the Closing in accordance with Section 4.5 without the same requiring or being deemed an amendment to this Agreement or any consent or approval of any Purchaser. Any amendment or waiver effected in accordance with this Section 9.10 shall be binding upon the Purchasers and each transferee of the Shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company.

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

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

9.13. Entire Agreement. This Agreement (including the Schedules and Exhibits hereto), the Articles of Amendment and Restatement, the other Transaction Agreements and the certificates delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

9.14. Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Maryland and to the jurisdiction of the United States District Court for the District of Maryland for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Maryland or the United States District Court for the District of Maryland, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

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

9.15. No Commitment for Additional Financing. The Company acknowledges and agrees that no Purchaser has made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the purchase of the Shares as set forth herein and subject to the conditions set forth herein. In addition, the Company acknowledges and agrees that (i) no statements, whether written or oral, made by any Purchaser or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (ii) the Company shall not rely on any such statement by any Purchaser or its representatives, and (iii) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by such Purchaser and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. Each Purchaser shall have the right, in its sole and absolute discretion, to refuse or

decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:

EVERGREEN HEALTH, INC.

By: signature on original

Peter Beilenson, President and Chief Executive Officer

Address: 3000 Falls Road, Suite 1
Baltimore, MD 21211
Attn: Chief Executive Officer

PURCHASER:

JARS HEALTH INVESTMENTS, LLC

By: [signature on original]
Name: Alice Burton
Title: Manager

PURCHASER:

LBH EVERGREEN HOLDINGS, LLC

signature on original

By: _____

Name: Neal M. Meltzer

Title: President

PURCHASER:

ANNE ARUNDEL HEALTH SYSTEM, INC.

By: signature on original
Name: Maulik Joshi
Title: Chief Operating Officer / Executive Vice President