Exhibit 2

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

IN THE MATTER OF THE	**)**	
CONSERVATION OF NEXTLEVEL	**)**	**No. 2020 CH 4431**
HEALTH PARTNERS, INC.	**)**	

DECLARATION OF CHERYL WHITAKER

I, Cheryl Whitaker, M.D., under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certify that the statements set forth in this document are true and correct, and hereby declare:

1. I am the Chief Executive Officer and Chairwoman of NextLevel Health Partners, Inc. ("NextLevel"). I make this declaration based on my personal knowledge, my review of NextLevel business records, or information provided to be by individuals under my supervision and at my direction; as to such review and information, I therefore believe it to be true. If called upon to do so, I would and could competently testify as to the contents herein.

2. The documents referenced in or attached to this Declaration are true and correct copies of originals. Such documents have been kept by NextLevel in the regular course of its business. It is the regular practice of NextLevel for an employee with knowledge of events to transmit information thereof to be included in the company's business records. Such employees report to me. The records attached to this Declaration were made at or near the time of the events set forth by, or from information transmitted by, a person with knowledge of those events.

3. On June 30, 2020, NextLevel entered into a Court- and Department-approved Member Transfer Agreement (the "**Member Transfer Agreement**"), a copy of which is attached hereto as Exhibit 1. Under the Member Transfer Agreement, NextLevel transferred to Meridian Health Plan of Illinois, Inc., a subsidiary of Centene Corporation ("**Meridian**"), the following:

(a) Coverage of all individual residents of the State of Illinois to whom

NextLevel provided services under NextLevel's contract with the Illinois Department of Health and Family Services ("**HFS**") as part of the HealthChoice Illinois ("**HCIL**") program through HCIL Contract No. 2018-24-801 (the "**Transferred Members**"). Ex. 1 § 1.1.

(b) All of NextLevel's books, records, ledgers, files, data bases, documents, studies, reports, sub-agent files, underwriting files, loss control files, claim files and other material (the "**Transferred Information**") relating to the Transferred Members and all contracts between NextLevel and its physicians, hospitals, pharmacies or other health care professionals, independent practice associations, facilities or suppliers that had contracted with NextLevel to provide or arrange for the provision of health care services, dental services, prescription drugs or supplies to such Transferred Members (the "**Provider Contracts**"). Ex. 1 §§ 1.1, 4.9, 9.14(a) at p. 45.

(c) All liabilities arising out of services provided or relating to the Transferred Members or Transferred Information, in each case, in respect of periods occurring or services rendered on and after June 30, 2020. Ex. 1 §§ 1.3, 9.14(a) at p. 40.

4. At the close of such transaction, Centene Corporation, Meridian Health Plan of Illinois, Inc. and NextLevel released a press release announcing the Member Transfer Agreement. *See* Ex. 1. The press release was widely distributed by multiple sources.

5. In connection with the transfer of assets and liabilities as set forth in the Member Transfer Agreement, NextLevel remained responsible for all claims for services and liabilities arising out of the Provider Contracts, medical claims liabilities, and premium refund/adjustment demands relating to the period on or prior to June 30, 2020. Ex. 1 § 1.4(j).

6. Each Provider Contract entitled the provider to prepare and submit claims to NextLevel within 180 days from the date of service. Providers whose claims had service dates of June 30, 2020 were notified that they would have an additional four days until the end of December (*i.e.,* providers with a service date of June 30, 2020 had until December 31, 2020 to submit claims). Each such Contract also authorized NextLevel to deny payment for any claims that fail to meet NextLevel's submission requirements, including for expiration of the filing time limit.

7. Since July 1, 2020, when NextLevel ceased to be a functioning health plan, acting

under the Conservator's supervision, NextLevel has paid and otherwise resolved approximately $49,586,829.90 in claim liabilities, representing nearly all of its financial obligations with respect to claims by providers. One provider claim remains, asserted by Kindred THC, LLC d/b/a Kindred Hospital, in the amount of $300,000 which is highly disputed by NextLevel. NextLevel is not aware of any other provider with the right to make a claim.

8. NextLevel is not aware of any contingent claims that could be presented. NextLevel has no reason to believe that there is or could be any contingent claim of a member, since all of its members were transferred in the Centene transaction, and NextLevel did not underwrite any insurance that would cover a claim brought by a third party against a (now former) member.

9. NextLevel is preparing for dissolution pursuant to a plan to be submitted to the Department consistent with these proceedings and in compliance with applicable Illinois law.

10. On June 30, 2020, NextLevel provided contractual notice of the transactions contemplated by the Member Transfer Agreement to all providers (including physicians; nursing homes; health departments; hospitals; home health providers; aging/waiver providers; audiology providers; and DME/orthotic/prosthetic providers, and transportation providers) by posting a notice entitled "NextLevel Meridian Transition Provider Claims Memo" on NextLevel's provider notice webpage and by faxing such notice to such providers (the "**June 30, 2020 Memo**" a copy of which is attached hereto as Exhibit 2).

11. From July 2020 to December 2020, NextLevel and HFS held transition status meetings (the "**Transition Status Meetings**") to monitor what actions HFS and NextLevel had to take in order to close out NextLevel (*i.e.*, final reports and other items due to HFS, status of payments and claims). From July 2020 to October 2020, these meetings were held bi-weekly, and from November 2020 to December 2020, they were held monthly. The contents of the June 30,

2020 Memo were reiterated during these Transition Status Meetings.

12. From June 2020 to December 2020, HFS scheduled monthly working group meetings (the "**Monthly Working Group Meetings**") for open communication and mediation of outstanding issues and providing updates as necessary to the other attendees. Provider trade associations raised any claims issues they had at these meetings on behalf of their members and NextLevel and Meridian responded and provided additional detail. During one of these Monthly Working Group Meetings, NextLevel provided an update in which it explained the transaction, what it meant for the providers, and NextLevel's progress on resolving outstanding claims. NextLevel reiterated that providers would bill NextLevel through June 30, 2020 and then bill Meridian thereafter pursuant to the terms of the Member Transfer Agreement. NextLevel staff at the meetings also provided links for more information and their own contact information to make themselves available. Providers that reached out to HFS about issues were directed by HFS to NextLevel staff.

13. During all of these meetings, NextLevel staff repeatedly announced to providers that NextLevel would be strictly adhering to timely filing guidelines for both first time claims and claims disputes pursuant to Ill. Admin. Code tit. 89, §140.20 (2018) and each of the Provider Contracts. Next Level staff also reiterated the need for providers to require their members to submit any outstanding NextLevel claims with valid dates of service of June 30, 2020 or prior as soon as possible, pursuant to the June 30, 2020 Memo and August 24, 2020 Memo (as defined below).

14. On August 24, 2020, NextLevel staff posted a provider notice entitled "NextLevel Health Provider Memo – Final Claims Submission Guidelines" on NextLevel's provider notice webpage (the "**August 24, 2020 Memo**" a copy of which is attached hereto as Exhibit 3). HFS

approved the August 24, 2020 Memo on August 24, 2020 prior to NextLevel's posting of the same. The August 24, 2020 Memo made clear that claims with dates of service for 2016 and 2017 were no longer eligible for payment and that claims with dates of service for 2018 through June 30, 2020 may be considered by NextLevel. The August 24, 2020 Memo further made clear that NextLevel was strictly adhering to the 180-day timely filing deadline requirements pursuant to Ill. Admin. Code tit. 89 §140.20 (2018) and each of the Provider Contracts; providers with dates of service for June 30, 2020 could submit claims until December 31, 2020 for consideration of payment. The August 24, 2020 Memo clarified that NextLevel would strictly enforce a timely claims dispute policy of 90 days from the date of notification or denial being issued for the claims dispute and reconsideration process.

15. Following the August 24, 2020 Memo, NextLevel staff continued to communicate with providers and answer claims status questions and/or submission issues to assist providers in submitting claims before the final timely filing deadline of December 31, 2020. On August 26, 2020, NextLevel staff emailed a copy of the August 24, 2020 Memo to lead contacts for various provider member organizations who participate in the Monthly Working Group Meetings, explicitly asking such email recipients to forward the August 24, 2020 Memo to their members and encourage their members to submit all outstanding claims to NextLevel as soon as possible. On December 14, 2020, NextLevel staff emailed nursing home long-term care association group leaders to provide clarity for nursing home provider members on the guidelines set forth in the August 24, 2020 Memo.

16. On January 1, 2021, NextLevel posted an update on its website indicating that the NextLevel portal would be available through close of business on January 29, 2021 for providers to check on the status of claims previously submitted (the "**January 1, 2021 Notice**" a copy of

which is attached hereto as Exhibit 4). The January 1, 2021 Notice further indicated that the deadline for timely claims submission with dates of service of June 30, 2020 or prior had passed and that all new claims submissions received on or after January 1, 2021 would be denied. The June 30, 2020 Memo and the August 24, 2020 Memo were also posted on the same page of the NextLevel website where the January 1, 2021 Notice was posted for reference. Exs. 2-3.

17. On February 2, 2021, the NextLevel provider portal on NextLevel's website was made inactive and providers were advised that the only method to check on the status of previously submitted claims is to email NextLevel staff at provider.services@nlhpartners.com. NextLevel received requests at that email address, many of which related to existing claims that NextLevel was already trying to close.

18. I reserve the right to supplement this declaration in the event that I am asked to do so, and/or additional information or documents come into my possession bearing on the facts described above.

Dated: January 28, 2022

Cheryl Whitaker, M.D.

CEO and Chairwoman of NextLevel Health Partners, Inc.

Exhibit 1

EXECUTION VERSION

MEMBER TRANSFER AGREEMENT

by and among

NEXTLEVEL HEALTH INNOVATIONS, INC.,

NEXTLEVEL HEALTH PARTNERS, INC.

and

MERIDIAN HEALTH PLAN OF ILLINOIS, INC.

Dated as of June 26, 2020

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MEMBER TRANSFER AGREEMENT

This MEMBER TRANSFER AGREEMENT, dated as of June 26, 2020 (this "Agreement"), is by and among NextLevel Health Innovations, Inc., a Delaware corporation ("NextLevel Parent"), NextLevel Health Partners, Inc., an Illinois domiciled health maintenance organization and wholly owned Subsidiary of NextLevel Parent ("Original MCO" and, together with NextLevel Parent, the "NextLevel Entities"), and Meridian Health Plan of Illinois, Inc., an Illinois domestic health maintenance organization ("Acquiring MCO" and, together with the NextLevel Entities, the "Parties").

RECITALS

WHEREAS, Original MCO currently conducts business with the Illinois Department of Healthcare and Family Services ("HFS") as part of the HealthChoice Illinois ("HCIL") program through HCIL Contract No. 2018-24-801 (the "Original MCO HCIL Contract");

WHEREAS, Acquiring MCO currently conducts business with HFS as part of the HCIL program through HCIL Contract No. 2018-24-401 (the "Acquiring MCO HCIL Contract");

WHEREAS, subject to the terms and conditions hereof, the Parties desire to effectuate the transfer of the Transferred Covered Members from Original MCO to Acquiring MCO, such that, on and effective as of the Closing Date, the Transferred Covered Members will cease to be covered pursuant to the Original MCO HCIL Contract and the Transferred Covered Members shall become covered pursuant to the Acquiring MCO HCIL Contract;

WHEREAS, in consideration of the transactions contemplated hereby, at the Closing, Centene Corporation, a Delaware corporation ("Centene"), and NextLevel Parent shall enter into a letter agreement, substantially in the form of Exhibit A (the "Note Termination Letter Agreement"), pursuant to which, on the terms and conditions thereof, Centene shall forgive certain Indebtedness of NextLevel Parent;

WHEREAS, in consideration of the transactions contemplated hereby, at the Closing, the Service Providers and Original MCO shall enter into a letter agreement, substantially in the form of Exhibit B (the "Services Agreement Termination Letter Agreement"), pursuant to which, on the terms and conditions thereof, the Service Agreements shall be terminated as of the Closing and the Service Providers shall provide certain run-off services for an aggregate fee of $950,000 (the "Run-Off Amount"); and

WHEREAS, substantially concurrently with their entry into this Agreement, Acquiring MCO and Original MCO shall enter into the Care Coordination Services Agreement attached hereto as Exhibit C (the "Care Coordination Services Agreement"), dated as of the date hereof, with the services contemplated thereunder becoming effective as of the Closing.

NOW THEREFORE, in consideration of, and incorporating, the foregoing and the representations, warranties, covenants and agreements hereunder, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

TRANSFER OF COVERED MEMBERS AND TRANSFERRED INFORMATION; CLOSING

Section 1.1 Transfer of Covered Members and Transferred Information. Upon the terms and subject to the conditions set forth herein, at the Closing, (a) the transfer of the Transferred Covered Members shall become effective, such that (i) the Transferred Covered Members shall cease to be covered pursuant to the Original MCO HCIL Contract and (ii) the Transferred Covered Members shall become covered pursuant to the Acquiring MCO HCIL Contract, and (b) Original MCO shall sell, assign, transfer and convey to Acquiring MCO, free and clear of any Liabilities and Liens (other than Assumed Liabilities and Permitted Liens), and Acquiring MCO shall purchase from Original MCO, the Transferred Information (collectively, and together with the assumption of the Assumed Liabilities in accordance with Section 1.3, the "Transaction").

Section 1.2 Excluded Assets. For the avoidance of doubt, all assets of Original MCO other than the Transferred Covered Members and the Transferred Information (the "Excluded Assets") shall be excluded from the Transaction and shall not be sold, assigned, transferred or conveyed to Acquiring MCO.

Section 1.3 Assumption of Assumed Liabilities. Upon the terms and subject to the conditions set forth herein, at the Closing, Original MCO shall assign, and Acquiring MCO shall assume and agree to discharge and perform when due, the Assumed Liabilities.

Section 1.4 Excluded Liabilities. Acquiring MCO shall not assume and shall not be responsible to pay, perform, or otherwise discharge (and Original MCO or an applicable Affiliate shall retain, pay, perform and otherwise discharge) any Liabilities of Original MCO or any of its Affiliates other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including each of the following:

(a) any Liabilities of Original MCO or any of its Affiliates to the extent arising or incurred in connection with the negotiation, preparation, investigation or performance of this Agreement, the other Transaction Documents or the Transaction, including fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liabilities arising out of or relating to the Conservation Order, including any and all costs, fees and other expenses of the Conservator (as defined therein), whether arising before, during or after the conservatorship, or of outside counsel, investment bankers, banks, other financial institutions, accountants, actuaries, experts or other consultants advising with respect to the administration, conservation or disposition of the property, accounts, assets, business or affairs, as applicable, of the NextLevel Entities;

(c) Excluded Taxes;

(d) any Indebtedness as of the Closing;

(e) without limitation of Section 1.4(a), any and all Transaction Expenses, including all Liabilities relating to any payable to any broker or finder of Original MCO or its Affiliates in connection with the Transaction or the Transaction Documents.

(f) any Liabilities to the extent relating to or arising out of the Excluded Assets;

(g) any Liability of Original MCO or any of its Affiliates to any director, officer, employee or independent contractor of any NextLevel Entity;

(h) all Liabilities to the extent relating to the Original MCO HCIL Contract (including any breaches thereof);

(i) all Liabilities in respect of the Transferred Members to the extent arising prior to the Closing or in respect of periods occurring or services rendered (or required to be rendered prior) to the Closing;

(j) without limitation of Section 1.4(i), (i) all Liabilities arising out of or relating to the Provider Contracts, (ii) all Liabilities and obligations for claims for services to the extent relating to a period prior to the Closing, which were denied but subsequently determined by Original MCO or a Governmental Authority to have been a covered service for the period prior to the Closing, regardless of when such claims are reported, (iii) all medical claim Liabilities with respect to each Covered Member admitted to an inpatient facility on or before the Closing Date and who remains hospitalized as of the Closing Date until the date of such Covered Member's discharge, including all medical claim liabilities of any child born during a Covered Member's admission on or prior to the Closing Date (until such child is discharged) and all medical claim liabilities of such Covered Member for his or her admission (collectively, "Excluded Hospital Liabilities") and (iv) all Liabilities and obligations for demands for premium refunds or adjustments to the extent arising out of or relating to any coverage period prior to the Closing; and

(k) any Liens other than Permitted Liens.

Section 1.5 Closing. The Parties shall consummate the closing of the Transaction (the "Closing") electronically (by the exchange of required closing deliveries), at 9:00 a.m. on the last Business Day of the calendar month in which the second (2nd) Business day following the date that that all conditions in Article VI become satisfied or waived (except for any such condition that by its nature is to be satisfied at the Closing, but subject to the satisfaction or waiver of such condition at the Closing), unless (a) Original MCO and Acquiring MCO otherwise agree in writing to another place, manner, time or date or (b) a later date is required by HFS for purposes of effectuating the transfer of the Transferred Covered Members. As used herein, "Closing Date" means the date on which the Closing occurs.

Section 1.6 Enrollment Report. On the Business Day prior to the anticipated Closing Date, Original MCO shall deliver to Acquiring MCO a written statement setting forth the number of Transferred Covered Members as listed on Original MCO's HFS 834 enrollment report as of such date.

Section 1.7 Certain Closing Deliveries.

(a) At the Closing, Original MCO shall deliver to Acquiring MCO:

(i) the certificate contemplated by Section 6.2(e);

(ii) the Note Termination Letter Agreement, duly executed by the NextLevel Entities;

(iii) the Services Agreement Termination Letter Agreement, duly executed by Original MCO;

(iv) the Transferred Information, in form and substance reasonably satisfactory to Acquiring MCO;

(v) IRS Form W-9, duly executed by Original MCO;

(vi) a copy of the NextLevel Parent Board Approval, duly certified by the secretary of NextLevel Parent; and

(vii) a copy of the Original MCO Board Approval, duly certified by the secretary of Original MCO.

(b) At the Closing, Acquiring MCO shall deliver to the NextLevel Entities the following:

(i) the Note Termination Letter Agreement, duly executed by Centene (provided that it is acknowledged and agreed that Centene's execution and delivery of the Note Termination Letter Agreement, and the covenants and agreements thereunder, shall be in consideration of the NextLevel Entities' respective representations, warranties, covenants and agreements hereunder and the NextLevel Entities' respective approval of this Agreement, the Transaction and the other transactions contemplated hereby);

(ii) the Services Agreement Termination Letter Agreement, duly executed by the Service Providers; and

(iii) the certificate contemplated by Section 6.3(c).

(c) At the Closing, Acquiring MCO shall pay to Original MCO, by wire transfer of immediately available funds to an account specified in writing by Original MCO prior to the Closing, an amount equal to the difference of $2,000,000.00 (the "Purchase Price"), minus the Run-Off Amount.

Section 1.8 Withholding. Acquiring MCO shall be entitled to deduct and withhold from any amounts otherwise payable hereunder such amounts as are required to be deducted or withheld from such amounts under the U.S. Internal Revenue Code of 1986, as amended, the regulations promulgated thereunder or any provision of any Tax Law (including any state, local or foreign Tax Law). In the event that Acquiring MCO determines that such deduction or withholding is required, Acquiring MCO shall use reasonable efforts to notify Original MCO of such determination at least five (5) days prior to the Closing Date, and shall reasonably cooperate with Original MCO to claim

any benefits or reduce and/or eliminate any such withholding Taxes. Acquiring MCO shall take all actions that may be necessary to ensure that any such amounts so withheld are promptly and properly remitted to the appropriate Governmental Authority. Any amounts so deducted and withheld shall be treated for all purposes hereof as having been paid to the Person in respect of whom such deduction and withholding was made. Acquiring MCO acknowledges that it has no present plan or intention to deduct or withhold pursuant to this Section 1.8 provided that Original MCO delivers a duly executed IRS Form W-9 at Closing pursuant to Section 1.7(a)(v).

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF ORIGINAL MCO

The NextLevel Entities, jointly and severally, represent and warrant to Acquiring MCO as follows:

Section 2.1 Due Organization and Good Standing. Each of the NextLevel Entities is duly organized and validly existing and in good standing in accordance with the Laws of the jurisdiction of its formation and has all Entity power and authority to own, lease and operate its properties and assets and to conduct its businesses in the manner in which its businesses are currently being conducted. Each of the NextLevel Entities is duly qualified to do business as a foreign corporation, and is in good standing, under the Laws of the jurisdictions where the nature of its businesses or the character of its owned and leased properties and assets requires such qualification.

Section 2.2 Organizational Documents. Each of the NextLevel Entities has made available to Acquiring MCO true, complete and correct copies of its Organizational Documents, in each case as amended through the date hereof, and each such Organizational Document is in full force and effect. Neither NextLevel Entity is in violation of its Organizational Documents.

Section 2.3 Authority; Binding Nature of Agreement.

(a) Except as set forth on Section 2.3(a) of the Disclosure Schedule:

(i) each of the NextLevel Entities has the requisite power and authority to execute and deliver, and to perform its covenants and agreements under, this Agreement and to consummate the transactions contemplated hereby;

(ii) subject to receipt of the Stockholder Approvals, and the execution and delivery hereof by each NextLevel Entity and the performance by such NextLevel Entity of its covenants and agreements hereunder have been duly and validly authorized and approved by all necessary corporate action on the part of such NextLevel Entity; and

(iii) the Stockholder Approvals are the only approvals of any holder of capital stock or equity securities, or securities convertible into or exercisable for capital stock or equity securities, of either NextLevel Entity in accordance with such NextLevel Entity's certificate or articles of incorporation and applicable Law.

(b) The board of directors of NextLevel Parent unanimously has (a) approved and declared advisable this Agreement and the consummation of the Transaction and the other transactions contemplated hereby, (b) determined that the terms hereof, the Transaction and the other transactions contemplated hereby are fair to, and in the best interests of, NextLevel Parent and the stockholders of NextLevel Parent, (c) directed that this Agreement, the Transaction and the other transactions contemplated hereby be submitted to the stockholders of NextLevel Parent for their adoption and approval and (d) resolved to recommend that the stockholders of NextLevel Parent adopt and approve this Agreement, the Transaction and the other transactions contemplated hereby (the "NextLevel Parent Board Approval").

(c) The board of directors of Original MCO unanimously has (i) approved and declared advisable this Agreement and the consummation of the Transaction and the other transactions contemplated hereby, (ii) determined that the terms hereof, the Transaction and the other transactions contemplated hereby are fair to, and in the best interests of, Original MCO and the sole stockholder of Original MCO, (iii) directed that this Agreement, the Transaction and the other transactions contemplated hereby be submitted to the sole stockholder of Original MCO for its adoption and approval and (iv) resolved to recommend that the sole stockholder of Original MCO adopt and approve this Agreement, the Transaction and the other transactions contemplated hereby (the "Original MCO Board Approval").

(d) This Agreement and the Care Coordination Services Agreement have been, and the other Transaction Documents to which such NextLevel Entity or any of its Affiliates is a party will be, duly and validly executed and delivered by such NextLevel Entity or applicable Affiliate thereof and, assuming the due authorization, execution and delivery hereof and thereof by the other Parties hereto and thereto, this Agreement and such other Transaction Documents shall constitute a legal, valid and binding obligation of such NextLevel Entity or its applicable Affiliate, enforceable against such NextLevel Entity or its applicable Affiliates in accordance with its terms, subject to (1) Laws of general application relating to bankruptcy, insolvency, reorganization, moratorium and other Laws affecting creditors' rights generally and (2) rules of law governing specific performance, injunctive relief and other equitable remedies (such Laws and rules of law, the "Bankruptcy and Equity Exceptions").

Section 2.4 Noncontravention; Consents.

(a) Each of the NextLevel Entities' execution and delivery hereof does not, and the performance of such NextLevel Entity's covenants and agreements hereunder shall not, and the consummation of the transactions contemplated hereby shall not, (i) with or without due notice or lapse of time or both, violate, contravene, conflict with, result in a default under, result in the loss of any right or benefit under or result in any breach, termination, cancellation, amendment or acceleration of, any provision of the Organizational Documents of such NextLevel Entity, (ii) subject to making or obtaining, as applicable, the Consents and Filings referenced in Section 2.4(b), violate or contravene any Law or Order, (iii) except as set forth on Section 2.4(a) of the Disclosure Schedule, require any consent, approval, declaration, authorization or waiver (each, a "Consent") of, or any notice, registration or filing (each, a "Filing") to, with or from, any Person that is not a Governmental Authority under, or with or without due notice or lapse of time or both, violate, contravene, conflict with, result in a default under, result in the loss of any right or benefit under or result in any breach, termination, cancellation, amendment or acceleration of,

any provision of, any Provider Contract, or (iv) result in the creation of a Lien on any asset or property of such NextLevel Entity.

(b) Each of the NextLevel Entities' execution and delivery hereof does not, and such NextLevel Entities' performance of its covenants and agreements hereunder shall not, and the consummation of the transactions contemplated hereby shall not, require such NextLevel Entity to make any Filing to, with or from, or to obtain any Consent from, any Governmental Authority, except for the Required Filings and the Required Consents.

Section 2.5 Financial Statements; Undisclosed Liabilities.

(a) The NextLevel Entities have made available to Acquiring MCO the following:

(i) the unaudited statutory financial report of Original MCO as of March 31, 2020;

(ii) the audited statutory financial report of Original MCO as of December 31, 2019 and December 31, 2018 (all financial statements referred to in Section 2.5(a)(i) and Section 2.5(a)(ii), the "Original MCO Financial Statements");

(iii) the unaudited consolidated balance sheets of the NextLevel Entities as of March 31, 2020, and the related consolidated statements of operations and comprehensive income, cash flows and stockholders' equity for the three (3) month period then ended; and

(iv) the audited consolidated balance sheets of the NextLevel Entities as of December 31, 2019 and December 31, 2018, and the related consolidated statements of operations and comprehensive income, cash flows and members' equity for the years then ended (all financial statements referred to in Section 2.5(a)(iii) and Section 2.5(a)(iv), the "NextLevel Financial Statements").

(b) The Original MCO Financial Statements present fairly, in all material respects, the admitted assets, liabilities, and capital and surplus of Original MCO as at the respective dates thereof and the results of operations and cash flows of Original MCO for the years then ended in accordance with applicable SAP (except as may be indicated in the notes to the Original MCO Financial Statements or, in the case of unaudited statements, subject to the absence of footnotes and normal year-end adjustments). The NextLevel Financial Statements present fairly, in all material respects, the consolidated financial position of the NextLevel Entities as at the respective dates thereof and the results of operations and cash flows of the NextLevel Entities for the years then ended in accordance with U.S. generally accepted accounting principles (except as may be indicated in the notes thereto or, in the case of unaudited statements, subject to the absence of footnotes and normal year-end adjustments).

(c) Except as set forth on Section 2.5(c) or the Disclosure Schedule, the NextLevel Entities have no Liabilities, except for (i) Liabilities accrued or disclosed in the Original MCO Financial Statements or the NextLevel Financial Statements or (ii) Liabilities that are not or would not reasonably be expected to be material to the NextLevel Entities, taken as a whole, or Original MCO.

Section 2.6 Absence of Certain Changes. Since December 31, 2019, (a) except as set forth on Section 2.6(a) of the Disclosure Schedule and except for this Agreement, the negotiation, preparation or execution hereof and the process conducted by Original MCO in connection therewith, the NextLevel Entities have conducted their respective businesses in all material respects in the ordinary course of such businesses, (b) except as set forth on Section 2.6(b) of the Disclosure Schedule, no Material Adverse Effect has occurred and (c) except as set forth on Section 2.6(c) of the Disclosure Schedule, Original MCO has not taken any action that, if taken after the date hereof, would require Acquiring MCO's prior written consent under Section 4.1(b).

Section 2.7 Specified Health Care Providers and Provider Contracts.

(a) Original MCO has made available to Acquiring MCO copies of all Provider Contracts. Except in the ordinary course of business or as set forth on Section 2.7(a) of the Disclosure Schedule, (i) no material past due amounts are owed by Original MCO under any Provider Contracts and (ii) to Original MCO's Knowledge, there are no outstanding written claims made by a third party provider under a Provider Contract (a "Specified Health Care Providers") that Original MCO has failed to perform a material monetary or nonmonetary obligation arising under the corresponding Provider Contract. All of the Provider Contracts are in writing, were entered into in the ordinary course of business and constitute valid, binding and enforceable agreements of the parties thereto subject to the Bankruptcy and Equity Exceptions and neither Original MCO, nor, to Original MCO's Knowledge, any other party thereto, is in material default thereunder. To Original MCO's Knowledge, no event has occurred which (whether with or without notice, lapse of time or both or the happening or occurrence of any other event) would constitute a material default under any Provider Contract. All forms of the Provider Contracts which are currently in use by Original MCO conform to the material requirements of applicable Laws in all material respects.

(b) Section 2.7(b) of the Disclosure Schedule sets forth all pending cancellation, termination or nonrenewal notices furnished to Original MCO in writing by a Specified Health Care Provider in respect of a Provider Contract as of the date hereof. Original MCO has made available to Acquiring MCO true and complete copies of the Provider Contracts, including all amendments and modifications thereto.

(c) Since December 31, 2019, each Specified Health Care Provider has been compensated and is currently compensated for covered health care services provided to Covered Members in accordance with the rates and fees set forth in the applicable Provider Contracts and Original MCO's standard payment policies and procedures other than any dispute that has been finally resolved or any other dispute with such Specified Health Care Provider in the ordinary course of business. As of the date hereof, to Original MCO's Knowledge, there are no pending renegotiations of any amount to be paid or payable under any Provider Contract other than in all material respects in the ordinary course of business.

(d) With respect to each Provider Contract, (i) no Affiliate of Original MCO is a Specified Health Care Provider and (ii) except as set forth on Section 2.7(d) of the Disclosure Schedule, each Provider Contract may be terminated by a party thereto without cause or nonrenewed with advance written notice.

(e) With respect to the Provider Contracts, Original MCO contractually requires each Specified Health Care Provider to comply with applicable Laws, industry standards and Original MCO's policies and procedures regarding the selection, de-selection and credentialing of such Specified Health Care Provider's respective practitioners and contracted Providers.

(f) With respect to the Original MCO Medicaid Business:

(i) the manner in which Original MCO places its Specified Health Care Providers at financial risk for health care services furnished to Covered Members does not violate applicable Laws in any material respect;

(ii) to Original MCO's Knowledge, the Specified Health Care Providers which are required to comply with those reporting, financial reserve and other requirements applicable to risk-bearing Provider organizations are in compliance, in all material respects, with all applicable reporting, financial reserve and other requirements of Governmental Authorities; and

(iii) to Original MCO's Knowledge, Original MCO has not entered into any fee-for-service compensation arrangements with Specified Health Care Providers who or which are violating any state or federal antitrust applicable Laws that restrict fixing of prices among competitors.

Section 2.8 IP Rights.

(a) To Original MCO's Knowledge, Original MCO owns, or has valid rights to use, free and clear of any Lien (other than any Permitted Liens) all IP Rights used or held for use in, or necessary for, the conduct of its businesses in the manner in which they are currently being conducted.

(b) To Original MCO's Knowledge (i) the conduct of the businesses of Original MCO, including any product or service marketed, used, licensed, sold, or otherwise provided by Original MCO, as currently conducted, does not infringe, misappropriate or otherwise violate any IP Rights owned by any other Person and (ii) no Person is infringing, misappropriating or otherwise violating any IP Rights owned or used by Original MCO in the conduct of its businesses. No Claim is pending or has been asserted or, to Original MCO's Knowledge threatened, in the past three (3) years, (1) against Original MCO that is based upon any Claim that Original MCO is or was infringing any IP Rights owned by any other Person or challenging the scope, validity, enforceability or ownership of, or the right to use, any IP Rights owned by Original MCO or (2) by Original MCO against any other Person that is or was based upon any Claim that another Person is infringing any IP Rights owned or used by Original MCO.

(c) During the three (3) years prior to the date hereof, (i) Original MCO has at all times complied, in all material respects, with all applicable Privacy/Cybersecurity Telecommunication Laws and (ii) no Claim has been asserted or, to the Original MCO's Knowledge, threatened against Original MCO alleging a violation of any Privacy/Cybersecurity Telecommunication Laws. Original MCO takes reasonable measures to ensure that Personal Information of its Covered Members collected, used or held for use by Original MCO is protected against unauthorized access, use, modification, or other misuse. Original MCO also takes reasonable measures to protect the confidentiality, integrity and security of such information against unauthorized control, use,

access, interruption, modification or corruption in conformance in all material respects with Privacy/Cybersecurity Telecommunications Laws.

(d) During the three (3) years prior to the date hereof, there have been no material security breaches in Original MCO's information technology systems that would constitute a breach for which notification to individuals and/or Governmental Authorities is required under Privacy/Cybersecurity Telecommunications Laws. Original MCO has evaluated its disaster recovery and backup needs and has implemented plans and systems that reasonably address its assessment of risk.

Section 2.9 Compliance With Laws; Permits.

(a) Except as set forth on Section 2.9(a) of the Disclosure Schedule, (i) Original MCO is, and since December 31, 2016 has been, in compliance in all material respects with all applicable Laws, (ii) since December 31, 2016, Original MCO has not received any communication from any Governmental Authority alleging or asserting that Original MCO is not in compliance in any material respect with any Laws, and (iii) to Original MCO's Knowledge, no Governmental Authority is conducting, and since December 31, 2016 no Governmental Authority has conducted, any investigation into Original MCO's potential noncompliance in a material respect with any applicable Law.

(b) Except as set forth on Section 2.9(b) of the Disclosure Schedule, (i) Original MCO holds all material Permits necessary for the lawful conduct of its business as it is currently being conducted, (ii) such Permits are valid and in full force and effect, (iii) Original MCO is in material compliance with the terms and requirements of such Permits, (iv) since December 31, 2016, Original MCO has not received any notice from any Governmental Authority and to Original MCO's Knowledge, no Governmental Authority has threatened any notice) (A) asserting any material violation of any term or requirement of any such Permit, (B) notifying Original MCO of the revocation or withdrawal of any such Permit or (C) imposing any condition, modification or amendment on any such Permit, in each case that has not been cured or waived.

Section 2.10 Claims; Orders. Since December 31, 2016, except as set forth on Section 2.10 of the Disclosure Schedule, there has been no material Claim pending (or, to Original MCO's Knowledge, threatened) against either NextLevel Entity or any present or former executive officer, director or manager of either NextLevel Entity in his or her capacity as such. There is no material Order outstanding against such NextLevel Entity or any present or former officer or director of such NextLevel Entity in his or her capacity as such or to which any of the foregoing is subject.

Section 2.11 Litigation. Except as set forth on Section 2.11 of the Disclosure Schedule, there is no Claim pending or, to Original MCO's Knowledge, threatened against either NextLevel Entity, other than any dispute with a Provider in the ordinary course of business.

Section 2.12 Tax Matters.

(a) Original MCO has paid on a timely basis all material Taxes relating to the Transferred Covered Members or the Transferred Information that were due and payable, except for such Taxes that are being contested in good faith. There are no Liens with respect to Taxes

upon any of the Transferred Covered Members or the Transferred Information, other than Permitted Liens.

(b) Original MCO and each of its Affiliates has prepared and timely filed (taking into account any valid extensions) all material Tax Returns required to be filed with respect to the Transferred Covered Members or the Transferred Information, and such Tax Returns were correct and complete in all material respects.

(c) Notwithstanding anything herein to the contrary, (i) the representations and warranties in this Section 2.12 are Original MCO's sole and exclusive representations and warranties hereunder related to Taxes or Tax matters, and no other representations or warranties in this Article II shall be construed to relate or apply to Taxes or Tax matters, and (ii) nothing herein (including this Section 2.12) shall be construed as providing a representation or warranty related to the existence, amount, expiration date or limitations on (or availability of) any Tax attribute of Original MCO.

Section 2.13 Original MCO HCIL Contract. Original MCO has provided Acquiring MCO with a true, correct and complete copy of the Original MCO HCIL Contract. The Original MCO HCIL Contract is legal, valid, binding, enforceable and in full force and effect. Original MCO has not received or given written notice of, and to Original MCO's Knowledge, is not aware of, any default or claimed, purported or alleged default, breach or state of facts which, with notice or lapse of time or both, would constitute a material default or breach on the part of any party in the performance or payment of any obligation to be performed or paid by any party under the Original MCO HCIL Contract or would permit termination, material modification, suspension or imposition of sanctions under the Original MCO HCIL Contract. Except as set forth on Section 2.13 of the Disclosure Schedule, (a) Original MCO has performed in all material respects all obligations imposed on it to date under the Original MCO HCIL Contract, (b) Original MCO is not in material breach or default under the Original MCO HCIL Contract and (c) to Original MCO's Knowledge, no event has occurred or circumstances exist which, with notice or lapse of time or both, would constitute a material breach or default by Original MCO thereunder or permit termination, modification or acceleration thereunder.

Section 2.14 Covered Members. The Transferred Information contains all material information that Original MCO is required to maintain or are required to submit to a Governmental Authority under the terms of the Original MCO HCIL Contract (and applicable Laws, rules and regulations), and all of the information delivered to Acquiring MCO will be, upon delivery, complete in all material respects. Section 2.14 of the Disclosure Schedule set forth the number of Covered Members as listed on Original MCO's HFS 834 enrollment report as of the Business Day prior to the date hereof. Original MCO has delivered to Acquiring MCO prior to the execution hereof, and Original MCO shall update as of a date no more than five (5) days prior to the Closing Date, a description of each material grievance received by Original MCO from a Covered Member during the twelve (12) months period prior to the date hereof and generally describes the nature and disposition of each such grievance.

Section 2.15 Health Care Matters.

(a) Except as set forth on Section 2.15(a) of the Disclosure Schedule, (i) Original MCO currently conducts, and has at all times since December 31, 2016 conducted, its business in compliance in all material respects with all Health Care Laws applicable to its operations, activities or services and any Orders to which it is a party or is subject, including any settlement agreements or corporate integrity agreements, (ii) since December 31, 2016, neither Original MCO, nor any of its Affiliates, have received any written notice, citation, suspension, revocation, limitation, warning or request for repayment or refund issued by a Governmental Authority that alleges or asserts that Original MCO has violated any Health Care Laws or which, other than in the ordinary course of business and none of which are material, requires or seeks to adjust, modify or alter any of Original MCO'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 Original MCO, (iii) to Original MCO's Knowledge, Original MCO is not the subject of any investigation or audit by a Governmental Authority regarding its compliance with applicable Health Care Laws, other than routine audits done from time to time in the ordinary course of business, (iv) since December 31, 2016, Original MCO has not entered into any written agreement or settlement with any Governmental Authority with respect to any actual or alleged violation of any applicable Health Care Law and (v) there are no restrictions imposed by any Governmental Authority upon Original MCO's business, activities or services that would restrict or prevent Original MCO from operating as it currently operates.

(b) Original MCO has in place compliance programs including policies and procedures reasonably designed to cause Original MCO and its directors, officers, agents and employees to be in compliance in all material respects with, to the extent applicable, all Health Care Laws. No Governmental Authority or Health Care Program has imposed a material fine, penalty or other sanction on Original MCO since December 31, 2016.

(c) As of the date hereof, the only business and revenue of Original MCO is derived from Medicaid programs in the State of Illinois. Except as set forth on Section 2.15(c) of the Disclosure Schedule, Original MCO (i) meets in all material respects the requirements for participation in the provision of services to, and the receipt of payment from, the respective Health Care Programs in which it participates and (ii) is a party to one or more valid Centers for Medicare and Medicaid Services agreements and agreements with the state Governmental Authorities relating to Medicaid programs authorizing such participation and is in compliance in all material respects with the terms of such agreements (collectively, the "Medicaid Contracts"). Section 2.15(c) of the Disclosure Schedule sets forth a list of each of the Medicaid Contracts. Original MCO has, since December 31, 2016, maintained all records required to be maintained by applicable Health Care Laws with respect to the Medicaid Contracts in all material respects. Original MCO has not, for itself or for any third party, submitted or caused to be submitted to a Governmental Authority a knowingly false or knowingly fraudulent claim for payment.

(d) Since December 31, 2016, no Governmental Authority has requested in writing any material non-routine recoupment, refund or set-off from Original MCO in connection with payments made to Original MCO under Governmental Health Care Programs. Since December 31, 2016, to Original MCO's Knowledge, Original MCO has complied in all material respects with all applicable Laws requiring the filing with any Governmental Authority of regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations, and other documents, including, to the extent required under applicable Law, with respect to any bids, premium rates,

rating plans, policy terms, Contracts and other documents established and used by Original MCO, and, to Original MCO's Knowledge, all such reports, schedules, statements, filings, submissions, forms, registrations, premiums or rates (including risk scores, HCC (hierarchical condition category) coding, risk adjustments and similar coding or adjustments), and other documents comply in all material respects with the Laws applicable thereto.

(e) Original MCO's collection, use, storage, transfer and disclosure of any Protected Health Information (as defined at 45 CFR § 160.103), conforms and since December 31, 2016 has conformed in all material respects to HIPAA and the HIPAA Commitments.

(f) Except as set forth on Schedule 2.15(f), (i) Original MCO is not debarred, suspended from or otherwise excluded from participation or ineligible to participate in, any Governmental Health Care Program and, to Original MCO's Knowledge, no current or former employee or independent contractor of Original MCO has been convicted of a criminal offense related to any Health Care Law during their employ or engagement (as applicable) with Original MCO or any of its Affiliates in connection with services performed for or on behalf of Original MCO and (ii) since December 31, 2016, Original MCO has taken commercially reasonable steps to verify that no current officer, director or employee or independent contractor performing services for or on behalf of, Original MCO is included on any applicable federal or state listing of excluded or debarred persons, including the OIG-HHS List of Excluded Individuals/Entities.

(g) Original MCO has not, nor to Original MCO's Knowledge have any of the directors, officers, agents, or employees of Original MCO or any of its Affiliates in connection with services performed for or on behalf of Original MCO, in their individual capacities or otherwise, directly or indirectly made or offered to make any contribution, gift, bribe, rebate, payoff, influence payment or kickback to any Person, regardless of form: (i) in violation of the federal Anti-Kickback Statute, 42 U.S.C. §1320a-7b(b), the federal physician self-referral law, 42 U.S.C. §1395nn or any other state or federal anti-bribery, anti-kickback, anti-inducement, anti-corruption or anti-fraud Laws; or (ii) to obtain or maintain favorable treatment in securing business in violation of any applicable Health Care Law.

(h) To Original MCO's Knowledge, except as set forth on Section 2.15(h) of the Disclosure Schedules, there are no unpaid claims and assessments against Original MCO whether or not due, by any state insurance guaranty association (in connection with that association's fund relating to insolvent insurers), joint underwriting association, residual market facility or assigned risk pool or similar association or facility.

(i) Section 2.15(i) of the Disclosure Schedule sets forth a list of the following Providers (each, a "Material Provider") and all Contracts between or on behalf of Original MCO and any of such Material Providers (each a "Material Provider Contract"): (i) the top ten (10) hospitals, (ii) the top ten (10) primary care physician practices and specialty Providers, taken together, (iii) the top ten (10) ancillary Providers (in each case of clauses (i) through (iii), for Original MCO, that have received the greatest amount of payments from Original MCO for the 2018 calendar year), and (iv) any Providers that have received aggregate payments of $3,000,000 or more from the Original MCO for the 2019 calendar year or is reasonably expected to receive aggregate payments of $3,000,000 or more from Original MCO for the calendar year ending December 31, 2019. Since December 31, 2016, Original MCO has complied in all material

respects with the rates and fees set forth in the applicable Material Provider Contracts and Original MCO's standard payment policies and procedures with respect to claims for covered services furnished to Original MCO's enrollees other than any dispute that has been finally resolved or any other non-material dispute in the ordinary course of business. As of the date hereof, to the Knowledge of Original MCO, there are no pending renegotiations for any amount to be paid or payable to or by Original MCO under any Material Provider Contract other than in all material respects in the ordinary course of business consistent with the past practices of Original MCO. Each Contract between or on behalf of Original MCO and a Provider is valid, binding and enforceable against the parties thereto, subject to Bankruptcy and Equity Exceptions.

(j) Except as set forth on Section 2.15(j) of the Disclosure Schedule, (i) Original MCO has timely filed all material financial statements and reports, statements, documents, registrations, filings or submissions required to be filed by such Person with any Governmental Authority since December 31, 2016, (ii) to Original MCO's Knowledge, all such financial statements, reports, statements, documents, registrations, filings and submissions of Original MCO are in compliance with applicable Health Care Laws, and (iii) no deficiencies have been asserted by any Governmental Authority with respect to any such financial statements, reports, statements, documents, registrations, filings or submissions.

(k) Since December 31, 2016, Original MCO and, to Original MCO's Knowledge, each authorized broker, producer, consultant, agent, field marketing organization or third-party service provider to the extent acting on behalf of Original MCO, has marketed, administered, sold and issued insurance and health care benefit products with respect to Original MCO's business activities and services in compliance in all material respects with all applicable Health Care Laws, including specifically applicable Laws that relate to the compensation of such persons and the licensing of Persons to sell health insurance, health care benefit and employee assistance program products.

Section 2.16 Reserves. The loss reserves and other actuarial amounts of Original MCO as of December 31, 2019 recorded in the HMO Financial Statements (i) were determined in all material respects under actuarial standards of practice promulgated by the Actuarial Standards Board for use by actuaries when providing professional services in the United States in effect on such date (except as may be indicated in the notes to the HMO Financial Statements), (ii) are fairly stated in all material respects under generally accepted actuarial principles and (iii) include provisions for all actuarial reserves that were required at that time to be established by applicable Laws based on facts known to Original MCO as of such date; provided that, without diminishing or affecting the foregoing, it is acknowledged and agreed by Acquiring MCO that Original MCO is not making any representation or warranty hereunder, including in any other agreement, document, schedule or instrument to be delivered in connection with this Agreement, that the reserves referred to in this Section 2.16 have been or shall be sufficient or adequate for the purposes for which they were established.

Section 2.17 Capital or Surplus Maintenance. As of the date hereof, except as set forth on Section 2.17 of the Disclosure Schedule, Original MCO is not subject to any requirement imposed by a Governmental Authority to maintain specified capital or surplus amounts or levels and is not subject to any restriction on the payment of dividends or other distributions on its shares

of capital stock, except for any such requirements or restrictions imposed by applicable Laws of general application.

Section 2.18 No Impediment. Except as set forth on Section 2.18 of the Disclosure Schedule, there are no facts or circumstances related to any NextLevel Entity that would or would be reasonably expected to prevent, delay or impede the consummation of the transactions contemplated hereby.

Section 2.19 Certain Remuneration. Neither Original MCO, its Affiliates, nor, to Original MCO's Knowledge, any of its authorized agents has, at any time, directly or indirectly, paid, delivered or received or agreed to pay, deliver or receive any fee, commission or other sum of money, item of property or remuneration of any kind, however characterized, to or from any person, government official or other party that is related to the Transferred Covered Members, the Transferred Information or the Original MCO Medicaid Business, which is in violation of applicable Law in any material respect.

Section 2.20 Solvency; Reasonably Equivalent Value.

(a) Prior to and immediately after giving effect to Closing, each NextLevel Entity shall be Solvent. As used herein, (i) "Solvent" means, for any Person and as of any date of determination, that (1) the amount of the "present fair saleable value" of the assets of such Person shall, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise," as of such date, as such quoted terms are generally determined in accordance with applicable federal Laws governing determinations of the insolvency of debtors, (2) the present fair saleable value of the assets of such Person shall, as of such date, be greater than the amount that shall be required to pay the liability of such Person on its Indebtedness as its Indebtedness becomes absolute and matured and (3) such Person shall be able to pay its Indebtedness as it comes due and (ii) "Indebtedness" means a liability in connection with another Person's (1) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (2) right to any equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of any NextLevel Entity.

(b) The NextLevel Entities, with the assistance and advice of their financial advisor and legal counsel, had ample time to and have run a robust, transparent and competitive marketing process for the disposition of their respective businesses and assets. In connection with such process, the NextLevel Entities entered into confidentiality agreements with two (2) prospective counterparties, which counterparties were identified by the NextLevel Entities' financial advisor as the Persons most likely to be interested in acquiring the NextLevel Entities' respective businesses and assets. On December 31, 2019, the NextLevel Entities entered into an Agreement and Plan of Merger (the "Molina Merger Agreement") with Molina Healthcare, Inc., a Delaware corporation ("Molina"), and other parties thereto, which provided for the acquisition of the NextLevel Entities by Molina. In February 2020 and March 2020, Molina notified the NextLevel Entities in writing that it was willing to close the transactions contemplated by the Molina Merger

Agreement only on terms that would result in less recovery for the NextLevel Entities than the Transaction and the other transactions contemplated hereby, and on March 24, 2020, Molina terminated the Molina Merger Agreement. The Transaction and the other transactions contemplated hereby, upon the terms and conditions set forth herein, including the total consideration to be realized by the NextLevel Entities hereunder, (i) is the highest and best offer received by the NextLevel Entities after consideration of alternatives, (ii) presents the best opportunity to realize the maximum value of the NextLevel Entities' assets and avoid a decline and devaluation of such assets, (iii) is in the best interests of the NextLevel Entities, their insureds, their creditors, their equity interest holders and other parties in interest, (iv) will provide a greater recovery for the NextLevel Entities than would be provided by any other presently available alternative and (v) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value for the transfers under any applicable Laws. Taking into consideration all relevant factors and circumstances, no other Person has offered to engage in a similar transaction for greater economic value to the NextLevel Entities than the offer pursuant hereto.

Section 2.21 Reinsurance. Except as set forth on Section 2.21 of the Disclosure Schedules, there is no, and since December 31, 2016 there has not been, any ceded reinsurance in force (or that is terminated or expired but under which any party has any remaining rights or obligations) in respect of the Original MCO Medicaid Business. Original MCO does not, and since December 31, 2016 has not, entered into any Contract or arrangement of assumed reinsurance, and there is no reinsurance assumed by Original MCO that is currently in force (or that is terminated or expired but under which any party has any remaining rights or obligations).

Section 2.22 Brokers. Except as set forth on Section 2.22 of the Disclosure Schedule, no agent, broker, finder, financial advisor, firm or investment banker is entitled to any brokerage, finder's, financial advisor's, investment banker's or other similar fee or commission from Acquiring MCO in connection with the transactions contemplated hereby.

Section 2.23 NO ADDITIONAL REPRESENTATIONS. Except for the representations and warranties contained in this Article II, the NextLevel Entities make no other express or implied representations or warranties on behalf of the NextLevel Entities or their respective businesses, including with respect to merchantability and fitness for a particular purpose, and all such other representations and warranties are hereby expressly disclaimed; provided, however, that this Section 2.23 shall not limit any NextLevel Entity's liability for, or Acquiring MCO's ability to bring a Claim for, fraud or intentional misrepresentation.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF ACQUIRING MCO

Acquiring MCO represents and warrants to the NextLevel Entities as follows:

Section 3.1 Due Organization and Good Standing. Acquiring MCO is duly organized and validly existing and in good standing in accordance with the Laws of the jurisdiction of its formation and, except as would not result in an Acquiring MCO Material Adverse Effect, has all

Entity power and authority to own, lease and operate its properties and assets and to conduct its businesses in the manner in which its businesses are currently being conducted.

Section 3.2 Authority; Binding Nature of Agreement. Acquiring MCO has the requisite power and authority to execute and deliver, and to perform its covenants and agreements hereunder. The execution and delivery hereof by Acquiring MCO and the performance by Acquiring MCO of its covenants and agreements hereunder have been duly and validly authorized by all necessary Entity action on the part of Acquiring MCO. This Agreement has been duly and validly executed and delivered by Acquiring MCO and, assuming the due authorization, execution and delivery hereof by the other Parties hereto this Agreement shall constitute a legal, valid and binding obligation of Acquiring MCO, enforceable against Acquiring MCO in accordance with its terms, subject to the Bankruptcy and Equity Exceptions.

Section 3.3 Noncontravention; Consents.

(a) Acquiring MCO's execution and delivery hereof does not, and Acquiring MCO's performance of its covenants and agreements hereunder shall not, and the consummation of the transactions contemplated hereby shall not, (i) with or without due notice or lapse of time or both, violate, contravene, conflict with, result in a default under, result in the loss of any right or benefit under or result in any breach, termination, cancellation, amendment or acceleration of, any provision of the Organizational Documents of Acquiring MCO, (ii) subject to making or obtaining, as applicable, the Consents and Filings referenced in Section 2.5(b) and Section 3.3(b), violate or contravene any Law or Order, (iii) require any Consent or Filing to, with or from, any Person that is not a Governmental Authority under, or with or without due notice or lapse of time or both, violate, contravene, conflict with, result in a default under, result in the loss of any right or benefit under or result in any breach, termination, cancellation, amendment or acceleration of, any provision of, any material Contract or other instrument or obligation to which Acquiring MCO is a party or by which Acquiring MCO, or its respective properties or assets are bound, or (iv) result in the creation of a Lien on any asset or property of Acquiring MCO, except, in the case of the foregoing clauses (ii), (iii) and (iv), as would not result in an Acquiring MCO Material Adverse Effect.

(b) Acquiring MCO's execution and delivery hereof does not, and Acquiring MCO's performance of its covenants and agreements hereunder shall not, and the consummation of the transactions contemplated hereby shall not, require Acquiring MCO to make any Filing to, with or from, or to obtain any Consent from, any Governmental Authority or any third party, except for the Required Filings and the Required Consents.

Section 3.4 Claims; Orders. Except as would not result in an Acquiring MCO Material Adverse Effect, there is no Claim pending or, to Acquiring MCO's actual knowledge, being threatened against Acquiring MCO.

Section 3.5 Sufficient Funds. Acquiring MCO has and shall have at the Closing funds immediately available, as and when needed, that are necessary to (a) make the payment of the required under Section 1.7(c), (b) otherwise perform its covenants and agreements hereunder and under the Transaction Documents and (c) pay any fees, expenses or other amounts payable by Acquiring MCO in connection with the consummation of the Transaction.

Section 3.6 Brokers. No agent, broker, finder, financial advisor, firm or investment banker is entitled to any brokerage, finder's, financial advisor's, investment banker's or other similar fee or commission from Acquiring MCO in connection with the transactions contemplated hereby.

Section 3.7 NO ADDITIONAL REPRESENTATIONS. Except for the representations and warranties contained in Article III, Acquiring MCO makes no other express or implied representations or warranties on behalf of itself or its businesses, including with respect to merchantability and fitness for a particular purpose, and all such other representations and warranties are hereby expressly disclaimed; provided, however, that this Section 3.7 shall not limit Acquiring MCO's liability for, or any NextLevel Entity's ability to bring a Claim for, fraud or intentional misrepresentation.

ARTICLE IV

COVENANTS AND AGREEMENTS

Section 4.1 Interim Operations of Original MCO.

(a) Prior to the Closing, except (i) as required, permitted or contemplated hereby, (ii) as required by applicable Law, including pursuant to the Conservation Order, (iii) as set forth in Section 4.1(a) of the Disclosure Schedule or (iv) with the prior written consent of Acquiring MCO (which shall not be unreasonably withheld, conditioned or delayed), Original MCO shall (x) operate Original MCO Medicaid Business in the ordinary course in substantially the same manner as currently conducted, (y) maintain in effect all Permits necessary to carry on the Original MCO Medicaid Business and (z) unless otherwise expressly permitted under the terms hereof, not knowingly take or omit to take any action which would adversely affect the ability of Original MCO to obtain the Required Consents or which would adversely affect its ability to perform its covenants and agreements contained herein.

(b) Without limiting the generality of Section 4.1(a), from the date hereof until the earlier of the Closing and the termination hereof in accordance with its terms, except (w) as set forth in Section 4.1(b) of the Disclosure Schedule, (x) with the written consent of Acquiring MCO (which consent shall not be unreasonably withheld, conditioned or delayed), (y) as otherwise or expressly permitted under the terms hereof or (z) as required by Law, the Conservation Order or any Contract in effect as of the date hereof or entered into in accordance with the terms hereof, NextLevel Parent shall not permit Original MCO to, and Original MCO shall not:

(i) grant any material Lien on any recoverable associated with a Covered Members or on the Transferred Information, other than Permitted Liens;

(ii) settle or compromise any material litigation or arbitration in respect of any Covered Members or the Transferred Information other than disputes with Providers in the ordinary course of business;

(iii) transfer, sell or otherwise dispose of, or lease or exclusively license, any right to service a Covered Members or any Transferred Information;

(iv) amend or terminate the Original MCO HCIL Contract;

(v) amend the governing documents of Original MCO, excluding amendments required under applicable Law or by a Governmental Authority;

(vi) change the methods, principles or practices of accounting of Original MCO in any manner that would have a material and adverse impact on Original MCO, except as required by Law, any Governmental Authority or changes in SAP; or

(vii) amend or modify in any material respect, terminate (except with respect to any Provider Contract that terminates in accordance with its terms, with or without notice), cancel or waive any material right under, or lease, transfer or sell any Provider Contract; or

(viii) authorize any of, or commit or agree to take any of, the foregoing actions.

(c) (i) Nothing herein, including Section 4.1(a), shall give Acquiring MCO or any of its Representatives, directly or indirectly, the right to control or direct the operations of Original MCO prior to the Closing, and (ii) prior to the Closing, Original MCO shall exercise complete control and supervision over its businesses and operations.

Section 4.2 Consents, Approvals and Filings; Other Claims.

(a) On the terms and subject to the conditions hereof, each Party shall use Commercially Reasonable Efforts to (i) prepare and make all Filings with Governmental Authorities that are necessary to consummate the Closing and (ii) obtain all Consents of Governmental Authorities that are necessary to consummate the Closing, including the Required Filings and the Required Consents, in each case, as promptly as reasonably practicable after the date hereof; provided, however, that, notwithstanding anything to the contrary herein, Acquiring MCO shall not be required to take any of the following actions: (i) proposing, negotiating, committing to or effecting, by consent decree, hold separate order, settlement or otherwise, the sale, divestiture, licensing or disposition of any assets or businesses of Acquiring MCO or its Affiliates, (ii) terminating existing relationships, contractual rights or obligations of Acquiring MCO or its Affiliates, (iii) agreeing to any limitation on the conduct of Acquiring MCO or its Affiliates or (iv) defending through litigation on the merits, including appeals, any Claim asserted in any court or other proceeding by any Person, including any Governmental Authority, that seeks to or could prevent or prohibit or impede, interfere with or delay the consummation of the Closing.

(b) Each of Acquiring MCO and Original MCO shall provide as soon as reasonably practicable all information required by applicable Law to be provided to any Governmental Authority in connection with any such Filings or Consents and comply at the earliest reasonably practicable date with any request from a Governmental Authority for additional information, documents or other materials received by such Party or its Representatives related to such Filings or the Transaction, and each of Acquiring MCO and Original MCO shall act in good faith and reasonably cooperate with each other in connection with any such Filings and in obtaining any Consent of a Governmental Authority that is necessary to consummate the Closing. To the extent not prohibited by applicable Law and subject to applicable privileges and rights, requirements and restrictions set forth in the Conservation Order, each Party shall use Commercially Reasonable Efforts to furnish to each other all information required for any Filing to be made to a

Governmental Authority by applicable Law in connection with the Transaction. To the extent not prohibited by applicable Law, Original MCO shall give Acquiring MCO reasonable prior notice of any communication with any Governmental Authority regarding any such Filing or Consent and shall not independently participate in any meeting, or engage in any substantive conversation, discussion or negotiation, with any Governmental Authority related to any such Filing or Consent, or related to any Claims by such Governmental Authority related to the Transaction, without giving Acquiring MCO (i) prior written notice of such meeting, conversation, discussion or negotiation and (ii) unless prohibited by such Governmental Authority, the opportunity to attend or participate therein. Original MCO shall consult and reasonably cooperate with Acquiring MCO in good faith in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions or proposals made or submitted by or on behalf of such Party in connection with any Claim by a Governmental Authority related to such Filings or the Transaction. Except as contemplated by the Conservation Order or otherwise by the Illinois Department of Insurance, Original MCO shall not enter into any Contract, agreement or understanding with any Governmental Authority related to or arising from this Agreement, the Transaction or the other transactions contemplated hereby without the prior written consent of Acquiring MCO. Notwithstanding anything to the contrary herein, (1) Acquiring MCO shall have the right to direct and take the lead in (A) coordinating and making, including determining the timing of, all such Filings, (B) determining the strategy for, and making all material decisions related to, the Parties obtaining all such Consents and (C) coordinating and making all communications with Governmental Authorities related to such Filings or such Consents. This Section 4.2(b) shall not apply in respect of Taxes.

Section 4.3 Access. Upon reasonable advance notice, Original MCO shall provide Acquiring MCO and its Representatives reasonable access, during normal business hours throughout the period prior to the Closing, to Original MCO's properties, books, records and personnel, and during such period, Original MCO shall cause to be furnished promptly to Acquiring MCO and its Representatives all readily available information, as Acquiring MCO may reasonably request; provided, however, that Original MCO shall not be required to permit any inspection, or to disclose any information, that in the reasonable, good-faith judgment of Original MCO would (a) result in the disclosure of any trade secrets of any Person or violate any confidentiality obligation of Original MCO or (b) jeopardize protections afforded to Original MCO under the attorney-client privilege or the attorney work product doctrine. All information obtained by Acquiring MCO and its Representatives under this Section 4.3 shall be treated as "Confidential Information" (as defined in the Confidentiality Agreement) for purposes of the Confidentiality Agreement and shall be used solely for consummating the Transaction.

Section 4.4 Exclusive Dealing. Between the date hereof and the earlier to occur of the termination hereof pursuant to Article VII and the Closing Date, none of the NextLevel Entities or any of its Affiliates shall, directly or indirectly (including indirectly through its Representatives), (a) solicit, initiate, knowingly encourage or induce or take any other action to in any way knowingly facilitate any inquiries or the making of any proposal that constitutes or would reasonably be expected to lead to (including by way of furnishing information or assistance) a Competing Transaction, (b) engage in or otherwise participate in any negotiations or discussions with any Person (other than any Governmental Authority) concerning, provide any information to, or cooperate in any way with, any Person relating to, any Competing Transaction or (c) agree to, approve or recommend any contract (written or oral), agreement in principle, letter of intent, term

sheet or other similar instrument relating to any Competing Transaction. The NextLevel Entities shall immediately cease and cause to be terminated any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any of the foregoing (other than any such discussions with any Governmental Authority) and shall use its Commercially Reasonable Efforts to cause any such party in possession of confidential information about any NextLevel Entity that was furnished by or on behalf of any NextLevel Entity prior to the date hereof in connection with such existing activities, discussions or negotiations to return or destroy all such information.

Section 4.5 Retention and Access to Records. After the Closing Date, Acquiring MCO shall provide Original MCO and its Representatives with reasonable access, during normal business hours and upon reasonable advance notice, to the Transferred Information that relates to periods or occurrences prior to the Closing Date for any reasonable business purpose. Acquiring MCO shall preserve, keep and maintain such books and records for a period of seven (7) years after the Closing Date. The rights granted under this Section 4.5 shall expire and be of no further force and effect upon the seventh (7th) anniversary of the Closing Date.

Section 4.6 Additional Notification Requirements. Original MCO and Acquiring MCO shall send any notices to each Transferred Covered Member in connection with the transfer of the Transferred Covered Members as required by HFS or otherwise pursuant to applicable Laws or the terms of the Original MCO HCIL Contract or Acquiring MCO HCIL Contract, as applicable.

Section 4.7 Stockholder Written Consents. The NextLevel Entities shall use their reasonable best efforts to promptly (and in any event not later than three (3) days) after the Parties' execution and delivery hereof, (a) deliver to Acquiring MCO a copy of an action by written consent, duly executed by the requisite stockholders of NextLevel Parent, evidencing the NextLevel Parent Stockholder Approval, substantially in the form of Exhibit D (the "NextLevel Parent Stockholder Written Consent"), and (b) deliver to Acquiring MCO a copy of an action by written consent, duly executed by NextLevel Parent, evidencing the Original MCO Stockholder Approval, substantially in the form of Exhibit E (the "Original MCO Stockholder Written Consent" and, together with the NextLevel Parent Stockholder Written Consent, the "Stockholder Written Consents"). Within ten (10) days after the date on which NextLevel Parent obtains NextLevel Parent Stockholder Approval, NextLevel Parent shall distribute to all holders of NextLevel Parent's capital stock that have not executed and delivered the NextLevel Parent Stockholder Written Consent a notice of the NextLevel Parent Stockholder Approval by the NextLevel Parent Written Consent, which notice shall comply with the requirements of the General Corporation Law of the State of Delaware and applicable Law. No later than three (3) days prior to distributing such notice to such holders of NextLevel Parent's capital stock, NextLevel Parent shall provide a copy thereof to Acquiring MCO and shall consider in good faith and include Acquiring MCO's reasonable comments thereon prior to distributing such notice to such holders of NextLevel Parent's capital stock.

Section 4.8 Restricted Actions.

(a) From and after the Closing through the expiration of the Run-Off Period (as defined in the Service Agreement Termination Letter Agreement), Original MCO shall not pay any dividend (whether ordinary or extraordinary) or otherwise make any distribution to NextLevel

Parent or any other Person (including any repurchase or redemption of capital stock or reduction or withdrawal of capital).

(b) After the expiration of such Run-Off Period through that date that is four (4) years after the Closing Date, Original MCO shall not pay any dividend (whether ordinary or extraordinary) or otherwise make any distribution to NextLevel Parent or any other Person (including any repurchase or redemption of capital stock or reduction or withdrawal of capital), unless, prior to such dividend or distribution, either of the following has occurred (collectively, the "Distribution Requirements"):

(i) Original MCO has delivered to Acquiring MCO each of the following:

(1) (A) a solvency opinion, in form and substance reasonably acceptable to Acquiring MCO, of a nationally recognized firm that regularly issues such opinions to the effect that, after giving effect to such dividend or distribution, Original MCO shall be Solvent or (B) an order from the Circuit Court of Cook County, Illinois County Department, Chancery Division, in the Matter of the Conservation of NextLevel Health Partners, Inc., terminating or dismissing the conservatorship of Original MCO;

(2) a certificate, in form and substance substantially similar to that historically provided to Original MCO and reasonably acceptable to Acquiring MCO and duly executed by the appointed actuary of Original MCO, certifying that, as of the end of the month preceding the date of such dividend or distribution, the reserving amounts carried in such balance sheet (including for unpaid claims, unpaid clams expenses and aggregate policy reserves) (A) were calculated in accordance with accepted actuarial standards consistently applied and were fairly stated in accordance with sound actuarial principles, (B) were based on actuarial assumptions relevant to contract provisions and appropriate to the purpose for which the statement was prepared, (C) met the requirements of the laws of the State of Illinois and were at least as great as the minimum aggregate amounts required by the State of Illinois, (D) made good and sufficient provision for all unpaid claims and other actuarial liabilities of Original MCO under the terms of its contracts and arrangements, (E) were computed on the basis of assumptions and methods consistent with those used in computing the corresponding items in the annual statement of the proceeding year-end and (F) included appropriate provision for all actuarial items that ought to be established; and

(3) a certificate, in form and substance reasonably acceptable to Acquiring MCO and duly executed by an authorized executive officer of Original MCO, certifying that, as of the date of such dividend or distribution, (A) Original MCO has no Liabilities that are past due and aged greater than sixty (60) days, (B) there are no known contingent or unliquidated Claims that could reasonably affect Original MCO's Solvency, after giving effect to such dividend or distribution and (C) to the knowledge of such certifying executive officer, (I) there has been no event or development occurring or discovered since the date of the certificate delivered pursuant to clause (2) of this Section 4.8(b)(i) that would cause such certificate to be untrue if delivered on and as of the date of such dividend or distribution and (III) there is no other reason or cause to believe that such certificate delivered pursuant to clause (2) of this Section 4.8(b)(i) would be otherwise untrue if so delivered on and as of such date; or

(ii) the date that is four (4) years after the Closing Date has passed.

(c) From and after the Closing through the date that is four (4) years after the Closing Date, Original MCO shall not take any of the following actions without the Acquiring MCO's prior written consent (which shall not be unreasonably withheld, conditioned or delayed):

(i) enter into any Contract, or any other agreement, arrangement, transaction or understanding, with any Affiliate of any NextLevel Entity (including any other NextLevel Entity);

(ii) amend or modify, or waive any right or remedy under, any Contract to which it is a Party; provided, however, that Original MCO shall have the right to amend or modify, or waive any right or remedy under, any Contract to which it is a Party in furtherance of the run-off of its health plan, as contemplated by the Services Agreement Termination Letter Agreement; provided, further, however, that the compromise or settlement of any insurance or provider related claims shall be in the ordinary course of the run-off of its health plan, as contemplated by the Services Agreement Termination Letter Agreement;

(iii) amend its plan of operations and/or business plan (as applicable), as on file with the Illinois Department of Insurance;

(iv) acquire or assume (whether by reinsurance, assumption, novation, recapture of existing reinsurance or otherwise) any insurance risks from any other insurance or reinsurance company;

(v) incur any Indebtedness;

(vi) grant any Lien or encumbrance on any asset other than a Permitted Lien; or

(vii) increase the compensation or benefits of its officers, directors or employees, other than reasonable stay bonuses to employees reasonably necessary to facilitate the run-off of its health plan, as contemplated by the Services Agreement Termination Letter Agreement, or the performance of the Care Coordination Agreement and, if the Conversation Order is still in place, any such stay bonuses are approved by the conservator pursuant to the Conservation Order.

(d) Notwithstanding any language or provisions in Section 4.8(b), Section 4.8(b) shall not be binding upon any subsequently appointed receiver of Original MCO; provided that an order from the Circuit Court of Cook County, Illinois County Department, Chancery Division, shall have terminated or dismissed the receivership of Original MCO and shall have approved such dividend or distribution that would have been otherwise prohibited by Section 4.8(b).

Section 4.9 Assignment of Provider Contracts. At the request of Acquiring MCO, the Parties shall use Commercially Reasonable Efforts to effectuate the assignment by Original MCO to Acquiring MCO of any Provider Contract.

Section 4.10 Post-Closing Services. From and after the Closing, Original MCO shall not conduct any business, enter into a new line of business or provide any goods or services to any Person, except (a) for business incidental to the run-off of its health plan, as contemplated by the

Services Agreement Termination Letter Agreement, and (b) as required by the Care Coordination Services Agreement. The Parties acknowledge that it is the intent of NextLevel Parent to enter into the business of providing care coordination services to third parties as a community-based care coordinator; provided, however, that, other than pursuant to the Care Coordination Services Agreement, such care coordination services shall not be conducted or performed by or through Original MCO and any such care coordination services shall be provided by an appropriately licensed Entity (other than Original MCO).

Section 4.11 Notice of Claims. From and after the Closing, each NextLevel Entity shall provide Acquiring MCO with prompt written notice of the commencement, or threatened commencement, of any Claim against either NextLevel Entity or any of its Representatives (other than claims in the ordinary course of business by Providers with respect to services provided prior to the Closing and which will be paid through the run-off of Original MCO's health plan, as contemplated by the Services Agreement Termination Letter Agreement), and any such notice shall include copies of all written materials received by any NextLevel Entity regarding such Claim.

Section 4.12 Insurance and Reinsurance of the NextLevel Entities. At Acquiring MCO's sole discretion, direction (including with respect to broker selection) and cost, the NextLevel Entities shall procure such additional, enhanced and tail insurance and reinsurance coverages as Acquiring MCO may deem appropriate; provided, however, that the binding of any such coverage may be conditioned upon the Closing. Original MCO shall provide Acquiring MCO with the opportunity to review and comment on any warranty or similar statement reasonably in advance of the delivery thereof to any third-party insurer or reinsurer in connection with the procurement of such insurance or reinsurance coverages. The NextLevel Entities shall cooperate fully with Acquiring MCO, and such other Persons as Acquiring MCO may instruct in furtherance of this Section 4.12. In the event a Court order, the Conservator, or Illinois Department of Insurance directs Original MCO to act in contravention of the provisions of this Section, Original MCO's compliance with said Court order, Conservator or Illinois Department of Insurance direction shall not be a deemed a breach of this Section.

Section 4.13 Actuarial Report. At Acquiring MCO's sole discretion, direction and cost, Original MCO shall retain Oliver Wyman Actuarial Consulting, Inc. to conduct such actuarial analyses of the reserves of Original MCO as Acquiring MCO may deem appropriate. Original MCO shall cooperate fully with Acquiring MCO, and such other Persons as Acquiring MCO may instruct, in furtherance of this Section 4.13. In the event a Court order, the Conservator, or Illinois Department of Insurance directs Original MCO to act in contravention of the provisions of this Section, Original MCO's compliance with said Court order, Conservator or Illinois Department of Insurance direction shall not be a deemed a breach of this Section.

ARTICLE V

TAX MATTERS

Section 5.1 Purchase Price Allocation.

(a) Within thirty (30) days following the Closing, Original MCO shall deliver or cause to be delivered to Acquiring MCO an allocation of the Purchase Price (and other amounts treated, for U.S. federal income Tax purposes and applicable state, local, and foreign Tax purposes, as considered paid by Acquiring MCO to Original MCO pursuant to this Agreement), among Transferred Covered Members and the Transferred Information (the "Allocation Statement"). If Acquiring MCO disagrees with the Allocation Statement, Acquiring MCO may, within thirty (30) days after delivery of the Allocation Statement, deliver a notice (the "Allocation Dispute Notice") to Original MCO to such effect, specifying those items as to which Acquiring MCO disagrees and setting forth Acquiring MCO's proposed allocation of the Purchase Price (and other relevant amounts). If the Allocation Dispute Notice is duly delivered, Acquiring MCO and Original MCO shall, during the twenty (20) days following such delivery, negotiate in good faith to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (and other amounts treated, for U.S. federal income Tax purposes and applicable state, local, and foreign Tax purposes, as consideration paid by Acquiring MCO to Original MCO pursuant to this Agreement). The Allocation Statement, as prepared by Original MCO if no Allocation Dispute Notice has been given, or as adjusted pursuant to any agreement between Acquiring MCO and Original MCO during the twenty (20) days following delivery of Allocation Dispute Notice (the "Final Allocation Statement"), shall be conclusive and binding on the Parties hereto. If Acquiring MCO and Original MCO are unable to resolve any dispute related to the Allocation Statement within twenty (20) days after the delivery of the Allocation Dispute Notice to Original MCO, each of Acquiring MCO and Original MCO may file all Tax Returns in a manner it determines in its own discretion.

(b) For all purposes, including Taxes, the Parties agree to report the Transaction in a manner consistent with the Final Allocation Statement, if applicable, and none of them shall take any position inconsistent therewith in any Tax Returns, in any refund claim, in any litigation, or otherwise unless otherwise required by applicable Law. Each Party shall notify the other if any Taxing Authority proposes to reallocate the Purchase Price.

(c) Any indemnification payment pursuant to Article VIII (or otherwise) treated as an adjustment to the total consideration paid for the Transferred Covered Members or Transferred Information shall be reflected as an adjustment to the consideration allocated to a specific asset, if any, giving rise to the adjustment and if any such adjustment does not relate to a specific asset, such adjustment shall be allocated among the Transferred Covered Members and Transferred Information in accordance with the Final Allocation Statement method provided in this Section 5.1 or, in the absence of a Final Allocation Statement, as determined by each of Acquiring MCO and Original MCO, as applicable.

Section 5.2 Straddle Periods. All personal property Taxes, real property Taxes, and similar ad valorem obligations levied with respect to the Transferred Covered Members or the Transferred Information for a Straddle Period shall be apportioned between the Pre-Closing Tax Period and the Post-Closing Tax Period as of the Closing Date based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period included in the Post-Closing Tax Period. Original MCO shall be liable for the amount of such Taxes that is apportioned to the Pre-Closing Tax Period, and Acquiring MCO shall be liable for the amount of such Taxes that is apportioned to the Post-Closing Tax Period.

Section 5.3 Transfer Taxes. Acquiring MCO shall be responsible for the preparation and filing (and all costs related thereto) of Tax Returns (including any documentation) with respect to all Transfer Taxes incurred or which may be payable in connection with this Agreement or any transaction contemplated hereby. Acquiring MCO and Original MCO shall each be responsible for fifty percent (50%) of such Taxes.

Section 5.4 Cooperation on Tax Matters. Original MCO and Acquiring MCO shall cooperate with each other in furnishing information, evidence, testimony and other assistance in connection with any Tax Return filing obligations, actions, proceedings, arrangements or disputes of any nature with respect to Tax imposed with respect to the Transferred Covered Members or the Transferred Information. The NextLevel Entities, at their sole expense, shall control any audits or other proceedings relating to Taxes of the NextLevel Entities. Acquiring MCO shall control any audits or other proceeding relating to the Taxes of Acquiring MCO. To the extent that any audit or other proceeding that the NextLevel Entities, on the one hand, or Acquiring MCO, on the other hand, controls could affect any Tax or Tax Return of the other Party, the Party controlling the proceeding shall keep the other Party reasonably informed regarding the status of such claim and allow the other Party to participate in such audit or other proceeding at its own expense.

ARTICLE VI

CONDITIONS TO CLOSING

Section 6.1 Conditions to Each Party's Obligation to Effect the Closing. The respective obligations of Acquiring MCO and Original MCO to consummate the Closing shall be subject to the satisfaction (or waiver by Acquiring MCO, on the one hand, and Original MCO, on the other hand) prior to the Closing of the following conditions:

(a) Governmental Consents. The Filings with or to, and all Consents of, any Governmental Authority listed on Exhibit F (the "Required Filings" and the "Required Consents," respectively) shall have been made or obtained, respectively.

(b) Approval Order. An Order shall have been entered by the Circuit Court of Cook County, Illinois County Department, Chancery Division, in the Matter of the Conservation of NextLevel Health Partners, Inc., approving the Transaction.

(c) Legal Restraints. No Law shall be in effect that makes illegal or prohibits the consummation of the Transaction and no Claim shall be pending or threatened that seeks to make illegal or prohibit the Transaction (any such Law or Claim, a "Legal Restraint").

(d) Stockholder Approvals. Each Stockholder Approval shall have been obtained.

Section 6.2 Conditions to Obligations of Acquiring MCO. The obligation of Acquiring MCO to consummate the Closing is further subject to the satisfaction (or waiver by Acquiring MCO) prior to the Closing of the following conditions:

(a) Representations and Warranties.

(i) Each Sell-Side Fundamental Representation shall be true and correct in all material respects as of the Closing Date (except to the extent any such representation or warranty expressly speaks as of a specific date, in which case such representation or warranty shall have been true and correct in all material respects as of such date).

(ii) Each representation and warranty in Article II (in each case, except for the Sell-Side Fundamental Representations) shall be true and correct (read, for purposes of this Section 6.2(a)(ii) only, without giving effect to any qualifier as to materiality, "in all material respects," "material" or Material Adverse Effect) in all material respects as of the Closing Date as if made as of the Closing Date (except to the extent any such representation or warranty expressly speaks as of a specific date, in which case such representation or warranty shall have been true and correct as of such date).

(b) Performance of Covenants and Agreements. Original MCO shall have performed or complied with (or any such nonperformance or noncompliance shall have been cured) all covenants and agreements hereunder that are required to be performed or complied with thereby prior to the Closing in all material respects.

(c) Approval Order. The Order referenced in Section 6.1(b) shall include the exact findings of fact, conclusions of law and decretal language set forth in Exhibit G.

(d) No Material Adverse Effect. No Material Adverse Effect shall have occurred.

(e) Bring-Down Certificate. Acquiring MCO shall have received a certificate, dated as of the Closing Date and duly executed by Original MCO, confirming the satisfaction of all unwaived conditions in Section 6.2(a), Section 6.2(b) and Section 6.2(d).

(f) Service Agreement Payments. Original MCO shall have paid to each Service Provider all amounts due and owing thereto as of, and any other amounts that would become due and owing thereto after the Closing Date for services performed prior to, the Closing Date under the Service Agreement by and between such Service Provider and Original MCO.

(g) Releases. Acquiring MCO shall have received each of the following:

(i) a release agreement, dated as of the Closing Date and substantially in the form of Exhibit H, duly executed by Dr. Cheryl Whitaker and each NextLevel Entity; and

(ii) a release agreement, dated as of the Closing Date and substantially in the applicable form set forth in Exhibit I, duly executed by those employees of Original MCO being terminated on or prior to the Closing Date.

Section 6.3 Conditions to Obligations of Original MCO. The obligation of Original MCO to consummate the Closing is further subject to the satisfaction (or waiver by Original MCO) prior to the Closing of the following conditions:

(a) Representations and Warranties.

(i) Each Acquiring MCO Fundamental Representation shall be true and correct in all material respects as of the Closing Date (except to the extent any such representation or warranty expressly speaks as of a specific date, in which case such representation or warranty shall have been true and correct in all material respects as of such date).

(ii) Each representation and warranty in Article III (except for the Acquiring MCO Fundamental Representations) shall be true and correct (read, for purposes of this Section 6.3(a)(ii) only, without giving effect to any qualifier as to materiality, "in all material respects," "material" or Acquiring MCO Material Adverse Effect) as of the Closing Date as if made as of the Closing Date (except to the extent any such representation or warranty expressly speaks as of a specific date, in which case such representation or warranty shall have been true and correct as of such date), except for any failure of any such representation or warranty to be true and correct as of the Closing Date as if made on the Closing Date (or express earlier date) that would not result in an Acquiring MCO Material Adverse Effect.

(b) Performance of Covenants and Agreements. Acquiring MCO shall have performed or complied with (or any such nonperformance or noncompliance shall have been cured) all covenants and agreements hereunder that are required to be performed or complied with by it prior to the Closing in all material respects.

(c) Bring-Down Certificate. Original MCO shall have received a certificate dated as of the Closing Date and duly executed on behalf of Acquiring MCO, confirming the satisfaction of all unwaived conditions in Section 6.3(a) and Section 6.3(b).

Section 6.4 Effect of the Closing. If the Closing occurs, all conditions set forth in Section 6.1, Section 6.2 and Section 6.3 shall be deemed to have been satisfied for all purposes hereunder.

ARTICLE VII

TERMINATION

Section 7.1 Termination Rights.

(a) Termination by Mutual Consent. Original MCO and Acquiring MCO shall have the right to terminate this Agreement at any time prior to the Closing by mutual written consent.

(b) Termination by Either Original MCO or Acquiring MCO. Original MCO, on the one hand, and Acquiring MCO, on the other hand, shall have the right to terminate this Agreement at any time prior to the Closing, if:

(i) the Closing has not occurred prior to 5:00 p.m. on October 1, 2020 (the "Outside Date"); provided, however, that that the right to terminate this Agreement under this Section 7.1(b)(i) shall not be available to a Party if the failure of the Closing to have occurred prior to 5:00 p.m. on the Outside Date was primarily caused by, or resulted from, such Party's breach of, or such Party's failure to perform or comply with, any of its covenants or agreements hereunder; or

(ii) a Legal Restraint is in effect that has become final and nonappealable.

(c) Termination by Acquiring MCO. Acquiring MCO shall have the right to terminate this Agreement if:

(i) Original MCO fails to perform or comply with any of its covenants or agreements hereunder in any material respect, or if any of the representations or warranties of Original MCO herein fails to be true and correct, which failure (1) would give rise to the failure of a condition in Section 6.2(a) or Section 6.2(b), as applicable, and (2) is not reasonably capable of being cured by Original MCO by the earlier of thirty (30) days after Original MCO's receipt of written notice from Acquiring MCO of such failure and the Outside Date or, if reasonably capable of being cured during such period, is not cured by Original MCO within such period; provided that Acquiring MCO shall not be entitled to terminate this Agreement under this Section 7.1(c) if Acquiring MCO has failed to perform or comply with any of its covenants or agreements hereunder in any material respect, or if any of the representations or warranties of Acquiring MCO herein has failed to be true and correct, which failure (A) would give rise to the failure of a condition in Section 6.3(a) or Section 6.3(b) and (B) has not been cured as of the date such written notice is received by Original MCO; or

(ii) the NextLevel Entities have not delivered each Stockholder Written Consent to Acquiring MCO in accordance with Section 4.7 within three (3) days after the Parties' execution and delivery hereof; provided, however, that Acquiring MCO shall not be permitted to terminate this Agreement under this Section 7.1(c)(ii) after the NextLevel Entities deliver each Stockholder Written Consent to Acquiring MCO.

(d) Termination by Original MCO. Original MCO shall have the right to terminate this Agreement if Acquiring MCO materially fails to perform or comply with any of its covenants or agreements hereunder in any material respect, or if any of the representations or warranties of Acquiring MCO herein fails to be true and correct, which failure (1) would give rise to the failure of a condition in Section 6.3(a) or Section 6.3(b), as applicable, and (2) is not reasonably capable of being cured by Acquiring MCO by the earlier of thirty (30) days after receiving written notice from Original MCO of such failure and the Outside Date or, if reasonably capable of being cured during such period, is not cured by Acquiring MCO during such period; provided that Original MCO shall not be entitled to terminate this Agreement under this Section 7.1(d) if Original MCO has failed to perform or comply with any of its covenants or agreements hereunder in any material respect, or if any of the representations or warranties of Original MCO herein has failed to be true and correct, which failure (A) would give rise to the failure of a condition in Section 6.3(a) or Section 6.3(b) and (B) has not been cured as of the date such written notice is received by Acquiring MCO.

Section 7.2 Effect of Termination; Procedure for Termination.

(a) If this Agreement is terminated under Section 7.1, this Agreement shall be void and of no force or effect, without any liability or obligation on the part of any Party, whether arising prior to or after such termination, based on or relating to this Agreement or the negotiation, execution, performance or subject matter hereof (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity); provided, however, that (i)

this Section 7.2 and Article IX shall survive any such termination and shall remain in full force and effect and (ii) no such termination or this Section 7.2(a) shall relieve any Party of any liability for fraud or any willful and material breach hereof occurring prior to such termination.

(b) This Agreement may be terminated only under Section 7.1. In order to terminate this Agreement under Section 7.1, the Party desiring to terminate this Agreement shall give written notice of such termination to Acquiring MCO (if the terminating Party is Original MCO) or Original MCO (if the terminating party is Acquiring MCO) under Section 9.8, specifying the provision hereof under which such termination is effected.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date (the "General Survival Period"); provided that (a) any representation in the case of fraud or intentional misrepresentation shall survive indefinitely, and (b) the Sell-Side Fundamental Representations and Acquiring MCO Fundamental Representations shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days. Each of the covenants and agreements contained in this Agreement delivered pursuant hereto that, by their terms, are to be completed on or prior to the Closing Date shall survive the Closing for a period of one (1) year from the Closing Date, and covenants and agreements herein that, by their terms, are to have effect after the Closing Date shall survive (a) for the period contemplated by such covenants or agreements, or (b) if no period is specified, until the expiration of the statute of limitations applicable. Notwithstanding the foregoing, any claims for indemnification asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.2 Indemnification by the NextLevel Entities. Subject to the other terms and conditions of this Article VIII, the NextLevel Entities, jointly and severally, shall indemnify each of Acquiring MCO and its Affiliates and their respective Representatives (collectively, the "Acquiring MCO Indemnified Persons") for, and shall defend and hold harmless each of them from and against, and shall pay and reimburse each of them for, any and all losses, damages, Liabilities, costs, fees, Taxes and out-of-pocket expenses (including reasonable and documented attorneys' fees) (collectively, "Losses") incurred or sustained by, or imposed upon, the Acquiring MCO Indemnified Persons based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the NextLevel Entities contained in Article II or in any certificate or instrument delivered by or on behalf of the NextLevel Entities pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the NextLevel Entities pursuant to this Agreement;

(c) any Excluded Asset; and

(d) any Excluded Liability.

Section 8.3 Indemnification by Acquiring MCO. Subject to the other terms and conditions of this Article VIII, Acquiring MCO shall indemnify each of the NextLevel Entities (collectively, the "NextLevel Indemnitees") for, and shall defend and hold harmless each of them from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the NextLevel Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Acquiring MCO contained in Article III or in any certificate or instrument delivered by or on behalf of Acquiring MCO pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Acquiring MCO pursuant to this Agreement; or

(c) any Assumed Liability.

Section 8.4 Certain Limitations. The indemnification provided for in Section 8.2 and Section 8.3 shall be subject to the following limitations:

(a) The NextLevel Entities shall not be liable to the Acquiring MCO Indemnified Persons for indemnification under Section 8.2(a) until the aggregate amount of all Losses in respect of indemnification under Section 8.2(a) exceeds $50,000 (the "Basket"), in which event the NextLevel Entities shall be liable for all Losses in respect of indemnification under Section 8.2(a) from dollar one. The aggregate amount of all Losses for which the NextLevel Entities shall be liable pursuant to Section 8.2(a) shall not exceed $1,050,000 (the "Cap").

(b) Notwithstanding the foregoing, the limitations set forth in Section 8.4(a) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty that pursuant to Section 8.1 survive beyond the General Survival Period and such Losses shall not be applied against the Basket or Cap.

(c) The NextLevel Entities shall not be liable for any Losses arising under Section 8.2(a) or Section 8.2(b) in excess of Cap, except in the case of fraud or intentional misrepresentation by a NextLevel Entity.

Section 8.5 Indemnification Procedures. The Party making a claim under this Section 8.5 is referred to as the "Indemnified Party", and the Party against whom such claims are asserted under this Section 8.5 is referred to as the "Indemnifying Party".

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Claim made or brought by any Person who is not a Party or an Affiliate of a Party or a Representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. Upon receipt of such notice, the Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel reasonably satisfactory to the Indemnified Party; provided that (i) within thirty (30) days after the Indemnified Party has given notice of the Third Party Claim, the Indemnifying Party acknowledges in writing to the Indemnified Party its unqualified obligation to indemnify the Indemnified Party as provided hereunder, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (iii) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of counsel to the Indemnified Party, likely to establish a precedential custom or practice materially adverse to the continuing business interests or the reputation of the Indemnified Party or have a material adverse effect on the Indemnified Party and (v) the Third-Party Claim does not involve a class action lawsuit. The Indemnifying Party will keep the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Third Party Claim and permit the Indemnified Party to participate in the defense of the Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; provided that if, in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to or is not entitled to defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 8.5(c), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The NextLevel Entities and Acquiring MCO shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim.

(b) Cooperation Regarding Third Party Claims. With respect to any Third Party Claim, both the Indemnified Party and the Indemnifying Party, as the case may be, shall keep the other Person fully informed of the status of such Third Party Claim and any related proceedings at all stages thereof where such Person is not represented by its own counsel. The Parties agree to

provide reasonable access to the other Parties to such documents and information as may be reasonably requested in connection with the defense, negotiation or settlement of any such Third Party Claim; provided, however, that the Parties shall cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all confidential information and the attorney-client and work-product privileges of the other Party. In connection therewith, each Party agrees that (i) it will use Commercially Reasonable Efforts, in respect of any Third Party Claim in which it has assumed or participated in the defense, to avoid production of confidential information (consistent with applicable Law and rules of procedure) and (ii) all communications between any Party and counsel responsible for or participating in the defense of any Third Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

(c) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.5(c). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within thirty (30) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(d) Direct Claims. Any Claim by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the

Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(e) Materiality. For the purpose of determining whether there is any inaccuracy in or breach of any of the representations or warranties herein or in any certificate or instrument delivered in connection herewith for purposes of Section 8.2(a) or Section 8.3(a), or in determining the amount of Losses based thereupon, arising therefrom, with respect thereto or by reason thereof, any references to materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty shall be disregarded.

(f) Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated for Tax purposes by the Parties as an adjustment to the Purchase Price (and other amounts treated, for U.S. federal income Tax purposes and applicable state, local, and foreign Tax purposes, as considered paid by Acquiring MCO to Original MCO pursuant to this Agreement), unless otherwise required by Law.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Amendment. This Agreement may be amended, supplemented or changed only by a written instrument signed by the Parties.

Section 9.2 Waiver. No failure on the part of any Party to exercise any power, right, privilege or remedy hereunder, and no delay on the part of any Party in exercising any power, right, privilege or remedy hereunder, shall operate as a waiver of such power, right, privilege or remedy, and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any Claim arising hereunder, or any power, right, privilege or remedy hereunder, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Acquiring MCO (if Acquiring MCO is the waiving Party) or Original MCO (if Original MCO is the waiving Party), and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

Section 9.3 Entire Agreement; Counterparts. This Agreement and the Confidentiality Agreement are the entire agreement, and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties related to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be one (1) and the same instrument. Delivery of an executed counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of an original counterpart hereof.

Section 9.4 Applicable Law; Jurisdiction; WAIVER OF JURY TRIAL. This Agreement, and all claims, Claims and causes of action (whether in contract or in tort or otherwise,

or whether at law (including at common law or by statute) or in equity) that may be based on, arise out of or relate hereto or to the negotiation, execution, performance or subject matter hereof, shall be governed by the Laws of the State of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. Each Party (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the U.S. District Court for the District of Delaware or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware, (b) agrees that all Claims and causes of action shall be heard and determined exclusively in the courts identified in clause (a) of this Section 9.4, (c) waives any objection to laying venue in any such Claim or cause of action in such courts, (d) waives any objection that any such court is an inconvenient forum or does not have jurisdiction over any Party and (e) agrees that service of process upon such Party in any such Claim or cause of action shall be effective if such process is given as a notice under Section 9.8. **EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR CAUSE OF ACTION THAT MAY BE BASED ON, ARISE OUT OF OR RELATE HERETO OR TO THE NEGOTIATION, EXECUTION, PERFORMANCE OR SUBJECT MATTER HEREOF.**

Section 9.5 Remedies; Specific Performance.

(a) Except as otherwise provided herein, prior to the Closing, any and all remedies herein expressly conferred upon a Party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy shall not preclude the exercise of any other remedy.

(b) The Parties acknowledge and agree that irreparable damage may occur if any of the provisions hereof were not performed in accordance with their specific terms or were otherwise breached and that monetary damages, even if available, may not be an adequate remedy therefor. It is accordingly agreed that, at any time prior to the termination hereof under Article VII, the Parties shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches hereof and to enforce specifically the performance of terms and provisions hereof.

Section 9.6 Payment of Expenses. Except as provided herein, whether or not the Closing occurs, each Party shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the Transaction.

Section 9.7 Assignability; Third-Party Rights. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any Party without the prior written consent of the other Parties, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the Parties and their respective successors and permitted assigns. Except (a) as provided herein and (b) for Centene, which is an express third-party beneficiary of the NextLevel Entities' respective representations, warranties, covenants and agreements hereunder, nothing herein is intended to or shall confer upon any Person (except for the Parties) any right, benefit or remedy of any nature whatsoever.

Section 9.8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt by nonautomatic means, whether electronic or otherwise), (b) when sent by email (with written confirmation of transmission) or (c) one (1) Business Day after the day sent by an internationally recognized overnight courier (with written confirmation of receipt), in each case, at the following addresses and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Party under this Section 9.8):

if to Original MCO or NextLevel Parent:

NextLevel Health Innovations, Inc.
303 Madison Street, Suite 800
Chicago, IL 60606
Email: Cheryl.Whitaker@nlhpartners.com
Attention: Cheryl R. Whitaker, MD

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

Horwood Marcus & Berk Chartered
500 West Madison, Suite 3700
Chicago IL 60661
Email: jjerue@hmblaw.com; sauton@hmblaw.com
Attention: James Jerue; Sean Auton

if to Acquiring MCO:

c/o Centene Corporation
7700 Forsyth Boulevard
St. Louis, Missouri 63105
Email: ckoster@centene.com
Attention: Christopher Koster, Senior Vice President, Secretary and General Counsel

with copies (which shall not be notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, NW
Washington, DC 20005
Email: jeremy.london@skadden.com
Attention: Jeremy London

and

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Email: elena.coyle@skadden.com
Attention: Elena Coyle

Section 9.9 Severability. Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 9.10 Publicity. Without the prior written consent of the other Parties, except in connection with a Party's enforcement of its rights hereunder, no Party shall issue any press release or make any other public announcement or any announcement, communication or statement to any Covered Member, Provider or employee of any NextLevel Entity, relating hereto or to the Transaction, except to the extent required by applicable Law or the rules of any securities exchange on which such Party's or such Party's Affiliates securities are listed; provided that, in each case, the disclosing Party provides the other Parties with a reasonable opportunity to review and comment on such disclosure.

Section 9.11 Non-disparagement. No Party shall make, and each Party shall instruct its respective Representatives to refrain from making, any statements (written or oral) or authorizing any statements to any third parties to be reported as being attributed to such Party or its Representatives, that are critical or derogatory of, or that denigrate, disparage or are otherwise reasonably likely to be detrimental to, the reputation of any other Party or such Party's Representatives.

Section 9.12 Construction.

(a) No Strict Construction. The Parties agree that they have been represented by counsel during the negotiation and execution hereof and, therefore, waive the application of any Law, holding or rule of construction providing that ambiguities in a Contract or other document shall be construed against the Party drafting such Contract or document. Each Party has participated in the drafting and negotiation hereof. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions hereof.

(b) Time Periods. When calculating the period of time prior to which, within which or after which any act is to be done or step taken pursuant hereto, (i) the date that is the reference date in calculating such period shall be excluded and (ii) if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. Any reference to "days" means calendar days unless Business Days are expressly specified.

(c) Dollars. Unless otherwise specifically indicated, any reference herein to "$" means U.S. dollars.

(d) Gender and Number. Any reference herein to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(e) Articles, Sections and Headings. When a reference is made herein to an Article or a Section, such reference shall be to an Article or a Section hereof unless otherwise indicated. The table of contents and headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

(f) Include. Whenever the words "include," "includes" or "including" are used herein, they shall be deemed to be followed by the words "without limitation."

(g) Hereof. The words "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used herein shall refer to this Agreement as a whole and not to any particular provision hereof.

(h) Extent. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(i) Contracts; Laws. (i) Any Contract referred to herein or in the Disclosure Schedule means such Contract as from time to time amended, modified or supplemented prior to the Closing Date, and (ii) any Law defined or referred to herein means such Law as from time to time amended, modified or supplemented prior to the date hereof, and includes all rules and regulations promulgated under such Law.

(j) Persons. References to a person are also to its successors and permitted assigns.

(k) Exhibits and Disclosure Schedule. The Exhibits hereto and the Disclosure Schedule are incorporated and made a part hereof and are an integral part hereof. The Disclosure Schedule shall be organized into sections that correspond to the Sections hereof. Any item set forth in any section of the Disclosure Schedule that corresponds to a Section shall apply to and qualify such Section and any other Section if such item's relevance to such other Section is reasonably apparent. Each capitalized term used in any Exhibit or in the Disclosure Schedule but not otherwise defined therein has the meaning given to such term herein. The Disclosure Schedule may include items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts herein or in the Disclosure Schedule, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes hereof or otherwise. Any summary in the Disclosure Schedule does not purport to be comprehensive and is qualified in its entirety by reference to the text of any documents described in such summary.

(l) Time. Unless specified otherwise herein, any reference herein to a specific time shall be to such time in the North American Central Time Zone.

Section 9.13 Release. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the fullest extent permissible under applicable Law, each NextLevel Entity, in each case, on behalf of itself and each of its individual, joint or mutual, Representatives under its control, including its predecessors, successors, assigns, heirs under its control, and any and all other Persons that may purport to assert any Claim derivatively, by or

through any of the foregoing (collectively, the "Next Level Releasors"), (a) expressly, conclusively, absolutely, unconditionally, irrevocably, fully and forever release, waive and discharge Centene and Acquiring MCO from any and all known and unknown past or present Claims, including any Claims based on preference, fraudulent transfer, fraudulent conveyance, or other similar law, whether under 215 ILCS 5/204, the Uniform Fraudulent Transfer Act (including (740 ILCS 160/1 et seq.), the Bankruptcy Code, the Uniform Voidable Transfer Act, the Uniform Fraudulent Conveyance Act, and under the Laws of the United States, any state, territory, possession, or the District of Columbia or any comparable laws of any jurisdiction, foreign or domestic, that any of the Next Level Releasors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Next Level Releasor, based on, in any way relating to, or in any manner arising from, in whole or in part, this Agreement, the Transaction or the other transactions contemplated hereby, or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence (collectively, "Released Claims") and (b) agrees (i) not to, directly or indirectly, commence, maintain, assert, authorize, support, participate in (other than as a defendant), fund, assent to or consent to any Claim against Centene, Acquiring MCO or their respective Representatives arising out of or related in any way to any Released Claim, (ii) not to assist, directly or indirectly, any third party in commencing, maintaining, asserting, authorizing, supporting, participating in (other than as a defendant), funding, assenting to or consenting to any such Claim and (iii) not to, directly or indirectly, sell, transfer, assign, hypothecate, pledge, grant a participation interest in or otherwise dispose of (other than to release such Claim) its right, title, or interest in respect of any such Claim, in whole or in part. Notwithstanding anything in the foregoing to the contrary, this Section 9.13 shall not require the Next Level Releasors to ignore, obstruct or otherwise not comply with any valid subpoena for documents, deposition or trial testimony issued by a court of competent jurisdiction in any judicial proceeding with jurisdiction over any Next Level Releasor or to provide information, documents or testimony as otherwise required by Law (collectively and generally, "Discovery Request"), and this Section 9.13 shall not require any Next Level Releasor to (y) affirmatively challenge the scope, legitimacy, propriety or validity of any Discovery Request or (z) provide anything but truthful testimony and information in connection with any Discovery Request.

Section 9.14 Definitions.

(a) As used herein, each of the following underlined terms has the meaning specified in this Section 9.14(a):

"Acquiring MCO Fundamental Representations" means the representations and warranties in Section 3.1, Section 3.2 and Section 3.6.

"Acquiring MCO Material Adverse Effect" means any event, change, effect, development or occurrence that would prevent, materially delay or materially impede the consummation of the Transaction.

"Affiliate" means, for any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person; provided that, for purposes of the immediately preceding clause, the term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), for any Person, means the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Assumed Liabilities" means (a) all Liabilities imposed on, arising out of or relating to the Transferred Covered Members or the Transferred Information, in each case, to the extent incurred following the Closing Date or in respect of periods occurring or services rendered (or required to be rendered) following the Closing (other than Liabilities in respect of Taxes) (in each case, excluding any Excluded Hospital Liability), (b) any Taxes that are imposed with respect to the Transferred Covered Members or the Transferred Information that are attributable to a Post-Closing Tax Period and (c) Transfer Taxes for which Acquiring MCO is liable pursuant to Section 5.3; provided, however, that "Assumed Liabilities" shall not include any Excluded Liabilities.

"Business Day" means a day, except for a Saturday, a Sunday or other day on which commercial banks in New York, New York or Springfield, Illinois are authorized or required by Law to close.

"Commercially Reasonable Efforts" means, where applied to achieving a specific result, the efforts, times and costs a prudent Person desirous of achieving such result would use, expend or incur in similar circumstances to achieve such result as promptly as reasonably practicable; provided that such Person would not be required to expend funds or assume Liabilities beyond those that are reasonable in nature and amount in the context of the circumstances related to the actions required to achieve such result.

"Competing Transaction" means a transaction (other than the Transaction) involving (a) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of the Original MCO Medicaid Business or any of the Covered Members or Transferred Information in a single transaction or a series of related transactions, (b) any joint venture agreement to which any NextLevel Entity or its Affiliates is a party pursuant to which any other Person would acquire an interest in any of (i) the capital stock of any NextLevel Entity, (ii) Covered Members or (iii) the Transferred Information, (c) any other transaction which would prohibit, hinder or impede the Transaction or (d) any agreement by any NextLevel Entity or its Affiliates to, or public announcement by any NextLevel Entity or its Affiliates of a proposal, plan or intention to, do any of the foregoing.

"Claim" means any demand, claim, charge, action, suit, investigation, legal proceeding (whether at law or in equity), petition, complaint, notice of violation, arbitration or other litigation or similar proceeding, whether civil, criminal, administrative, arbitral or investigative.

"Confidentiality Agreement" means that certain confidentiality agreement by and among the Parties.

"Contract" means any written, legally binding agreement, deed, mortgage, lease, license, instrument, note, commitment, undertaking, arrangement or contract.

"Conservation Order" means that certain Order of Conservation of Assets and Injunctive Relief, dated June 9, 2020, issued by the Circuit Court of Cook County, Chancery Division in the

matter of *People of the United States of Illinois, ex rel., Robert H. Muriel, Director of the Illinois Department of Insurance v. NextLevel Health Partners, Inc.*, Case No. 2020-CH-04431.

"Covered Members" means, as of any date of determination, all individual residents of the State of Illinois to whom Original MCO provides services covered under the Original MCO HCIL Contract.

"Disclosure Schedule" means the disclosure schedule attached as Schedule A.

"Entity" means any corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, estate, trust, company (including any company limited by shares, limited liability company or joint stock company) or other association, organization or entity (including any Governmental Authority).

"Excluded Taxes" means any Taxes imposed on or with respect to any NextLevel Entity, the Original MCO Medicaid Business, the Transferred Covered Members or the Transferred Information, other than the Taxes described in clauses (b) or (c) of the definition of "Assumed Liabilities" contained herein.

"Governmental Authority" means any government, court, regulatory or administrative agency, commission or authority or other governmental instrumentality, whether federal, state or local, domestic, foreign or multinational, or any contractor acting on behalf of such agency, commission, authority or governmental instrumentality.

"Governmental Health Care Programs" means all health benefit programs that are administered, funded or sponsored by a Governmental Authority and that Original MCO participates in, including "Federal health care programs" as defined by 42 U.S.C. § 1320a-7b(f), 42 CFR 1001.2, Medicaid, Medicare, Medicare Advantage (including Special Needs Plans), Medicare Part D, TRICARE, dual eligible initiatives and other demonstration programs administered, funded or sponsored by Governmental Authorities.

"Health Care Laws" means all applicable Laws pertaining to health care regulatory matters applicable to the operations of Original MCO, including all Laws relating to: (a) (i) the solicitation or acceptance of improper incentives involving persons operating in the health care industry, including any Law prohibiting or regulating fraud and abuse or the referral of health care items or services (including the following statutes, as amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated from time to time thereunder: the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the civil False Claims Act (31 U.S.C. § 3729 et seq.); Sections 1320a-7, 1320a-7a and 1320a-7b of Title 42 of the United States Code; (commonly referred to as the "Federal Exclusion Statutes" (and include the Federal Anti-Kickback Statute)); the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173)) and (ii) the Stark Act (42 U.S.C. § 1395nn); (b) Governmental Health Care Programs; (c) HIPAA; (d) the Federal Bribery Statute (18 U.S.C. Section 666; (e) the Health Care Fraud Statute (18 U.S.C. Section 1347); (f) the Controlled Substances Act (21 U.S.C. Section 801 et seq.); (g) the licensure, certification, qualification or authority to transact business in connection with the provision of, payment for, coordination or arrangement of, health benefits or health insurance, including any Law that regulates managed care, third-party payors, Provider service

networks and persons bearing financial risk for the provision or arrangement of health care services; (h) the administration of health care claims or benefits or processing or payment for health care services, treatment or supplies furnished by Providers, including third-party administrators, utilization review agents and persons performing quality assurance, credentialing or coordination of benefits; (i) billings to insurance companies, health maintenance organizations, Provider service networks and other managed care plans, claims for reimbursement or otherwise related to insurance fraud and abuse; (j) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; (k) any information security and privacy Law, including the Privacy/Cybersecurity Laws; (l) any federal or state insurance, health maintenance organization or managed care Law (including any Law relating to Medicare and Medicaid programs) pursuant to which Original MCO is regulated or required to be licensed or authorized to transact business; (m) the Patient Protection and Affordable Care Act (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152) and the regulations promulgated thereunder; and (n) any similar federal, state or local statutes or regulations.

"Health Care Programs" means any Governmental Health Care Program and any other health program, whether of a Governmental Authority, commercial plan, employer-sponsored plan or private plan that provides health benefits directly, through insurance or otherwise.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5) and the implementing regulations of each, when each is effective and as each is amended from time to time.

"HIPAA Commitments" means those Privacy/Cybersecurity/Telecommunication Laws for "Protected Health Information" or "Electronic Protected Health Information" (as those terms are defined in 45 CFR § 160.103).

"IRS" means the U.S. Internal Revenue Service or any successor agency.

"IP Rights" means all intellectual property rights throughout the world, including all U.S. and foreign (a) patents and patent applications, and related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (b) trademarks, service marks, trade names, domain names, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable subject matter (including rights in software), (d) trade secrets, including any that comprise know-how, inventions, processes, formulae, models and methodologies ("Trade Secrets") and (e) all applications and registrations, and any renewals, extensions and reversions, for the foregoing.

"Knowledge" means, when used with respect to Original MCO, the actual knowledge (after reasonable inquiry of direct reports) of the individuals listed in Section 9.14(a)(1) of the Disclosure Schedule, none of whom shall have any personal Liability regarding such knowledge.

"Laws" means any laws (statutory, common or otherwise), constitutions, treaties, conventions, ordinances, codes, rules, regulations, Orders or other similar requirements enacted, adopted, promulgated or applied by a Governmental Authority.

"Liabilities" means any Indebtedness, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all reasonable costs and reasonable expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

"Lien" means any mortgage, lien, pledge, charge, security interest or other security agreement.

"Material Adverse Effect" means any event, change, effect, development or occurrence (a) that is, or would reasonably be expected to be, materially adverse to the ability of Acquiring MCO to provide Medicaid managed care services to the Transferred Covered Members under the Acquiring MCO HCIL Contract after the Closing, (b) that would, or would reasonably be expected to, decrease materially the benefits reasonably expected as of the date hereof to be derived by Acquiring MCO from providing Medicaid managed care services to the Transferred Covered Members under the Acquiring MCO HCIL Contract after the Closing or (c) would, or would reasonably be expected to, prevent, materially delay or materially impede either NextLevel Entity's consummation of the Transaction or the other transactions contemplated hereby; provided, however, that none of the following shall be a Material Adverse Effect under either of the foregoing clauses (a) or (b) or be considered in determining whether a Material Adverse Effect under either the foregoing clauses (a) or (b) has occurred or would reasonably be expected to occur:

(i) changes in general economic conditions, including changes in exchange rates, interest rates or monetary policy, or the credit, financial, currency, securities or capital markets;

(ii) changes in general conditions in any industry in which the NextLevel Entities operate or participate;

(iii) any natural (including weather-related) or man-made disaster, pandemic, act of terrorism, sabotage, cyberattack, military action or war, or any escalation or worsening thereof;

(iv) changes in general legal, regulatory or political conditions after the date hereof;

(v) changes in SAP, applicable Laws or any accounting requirements applicable to any industry in which the NextLevel Entities operates or the interpretation of any of the foregoing after the date hereof;

(vi) the announcement, pendency or anticipated consummation of the Transaction or any of the other transactions contemplated hereby, the negotiation, execution or performance hereof, the identity of Acquiring MCO or any facts or circumstances relating to Acquiring MCO or the announcement or other disclosure of Acquiring MCO's plans or intentions for the servicing of the Transferred Covered Members after the Closing; or

(vii) the failure to obtain any Consent of a Governmental Authority or other Person that is necessary, appropriate or advisable to consummate the Closing;

provided that, with respect to the foregoing clauses (i), (ii), (iii), (iv) or (v), such change may be taken into account in determining whether or not there has been a Material Adverse Effect to the extent that such change has had, or is reasonably likely to have, a disproportionate effect on the NextLevel Entities relative to other Persons in the NextLevel Entities' industry.

"NextLevel Parent Stockholder Approval" means the adoption and approval of this Agreement, the Transaction and the transactions contemplated hereby by a majority of the votes entitled to be cast thereon by the holders of the Voting Common Stock, par value $0.0001 per share, of NextLevel Parent in accordance with the amended and restated certificate of incorporation of NextLevel Parent and the General Corporation Law of the State of Delaware.

"Order" means any judgment, decree, injunction, rule, order, decision, decree, ruling or assessment of any arbitrator or Governmental Authority.

"Organizational Documents" means any corporate, partnership or limited liability organizational documents, including certificates or articles of incorporation, bylaws, certificates of formation, operating agreements (including limited liability company agreements and agreements of limited partnership), certificates of limited partnership, partnership agreements, shareholder agreements and certificates of existence, as applicable.

"Original MCO Medicaid Business" means the provision of Medicaid managed care services by Original MCO to the Covered Members pursuant to the Original MCO HCIL Contract.

"Original MCO Stockholder Approval" means the adoption and approval of this Agreement, the Transaction and the transactions contemplated hereby by NextLevel Parent, in its capacity as the sole stockholder of Original MCO, in accordance with the articles of incorporation of Original MCO and the Business Corporation Act of the State of Illinois.

"Permit" means any permit, license, registration, certificate, franchise, qualification, waiver, authorization, clearance or similar rights issued, granted or obtained by or from any Governmental Authority.

"Permitted Liens" means (a) mechanics', carriers', materialmens', workers', repairers', landlords' and similar Liens related to any amounts not yet delinquent or that are being contested in good faith, (b) Liens for Taxes not yet due and payable or the amount of which is being contested in good faith, (c) Liens securing rental payments not yet delinquent or that did not arise due to such delinquency, in each case, under capital lease agreements, (d) Liens on real property (including recorded or unrecorded easements, rights of way, covenants, conditions, licenses, reservations, zoning ordinances and similar restrictions affecting real property) that (i) are matters of record, (ii) would be disclosed by a current, accurate survey or physical inspection of such real property, (iii) do not materially interfere with the present uses of such real property or (iv) are otherwise set forth in the title commitments made available to Acquiring MCO on or prior to the date hereof, (e) zoning, building codes, environmental and other land use laws regulating the use or occupancy of real property or the activities conducted thereon that are imposed by any Governmental Authority having jurisdiction over such real property that are not violated by the current use or occupancy of such real property or the operation of the business of Original MCO as currently conducted, (f) to the extent terminated in connection with the Closing, Liens securing

payment, or any other obligations, of Original MCO for Indebtedness, (g) Liens constituting a lease, sublease or occupancy agreement that give any Person any right to occupy any real property, (h) any right, interest, Lien or title of a lessor or sublessor under a lease, sublease or occupancy agreement or in the property being leased, (i) licenses of, or other grants of rights with respect to or obligations related to, intellectual property rights, (j) Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money, (k) Liens arising under worker's compensation, unemployment insurance, social security, retirement or similar laws, (l) purchase money Liens, (m) Liens arising under the Perishable Agricultural Commodities Act of 1930 and (n) other Liens, if any, that would not result in a Material Adverse Effect.

"Person" means any individual or Entity.

"Personal Information" means any data and other information that is capable of identifying a natural person, and is regulated by one or more Laws; provided that Personal Information includes "Protected Health Information" and "Electronic Protected Health Information" (as those terms are defined in 45 CFR § 160.103).

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period up to and including the Closing Date.

"Privacy/Cybersecurity/Telecommunication Laws" means all Laws, including but not limited to HIPAA, the Gramm-Leach-Bliley Act and the Telephone Consumer Protection Act, governing (a) privacy of Personal Information or (b) the collection, retention, use, storage, processing, transfer, disposal, destruction or disclosure of Personal Information, each of the foregoing clauses (a)–(b) above as and to the extent applicable to Original MCO.

"Provider" means any physician, hospital, pharmacy or other health care professional, independent practice association, facility or supplier that has contracted to provide or arrange for the provision of health care services, dental services, prescription drugs or supplies to Covered Members.

"Provider Contract" means any contract between Original MCO and its Providers that is selected by Acquiring MCO for assignment by Original MCO to Acquiring MCO pursuant to Section 4.9.

"Representatives" means, for any Person, such Person's officers, directors, managers, employees, consultants, agents, financial advisors, attorneys, accountants, other advisors, Affiliates and other representatives.

"SAP" means, as to any insurance company or health maintenance organization conducting an insurance business, the statutory accounting principles prescribed or permitted by Law or Governmental Authorities seated in the jurisdiction where such insurance company or health maintenance organization is domiciled and responsible for the regulation thereof, consistently applied.

"Sell-Side Fundamental Representations" means the representations and warranties in Section 2.1, Section 2.2, Section 2.3, and Section 2.22.

"Service Agreements" means (a) the Administrative Services Agreement, dated December 26, 2017, between Original MCO and Envolve, Inc., a Delaware corporation ("Envolve"), (b) the Pharmacy Benefit Management Services Agreement, dated January 1, 2018, between Envolve Pharmacy Solutions, Inc., a Delaware corporation ("Envolve Pharmacy"), and Original MCO, (c) the Vision Services Agreement, dated February 15, 2016, between Opticare Vision Company, Inc., a Delaware corporation ("Opticare"), and Original MCO and (d) the Master Services Agreement, dated April 1, 2016, between Original MCO and Nurse Response, Inc., a Delaware corporation ("Nursewise" and, together with Envolve, Envolve Pharmacy and Opticare, the "Service Providers").

"Stockholder Approvals" means the NextLevel Parent Stockholder Approval and the Original MCO Stockholder Approvals.

"Straddle Period" means any taxable period beginning on or prior to and ending after the Closing Date.

"Subsidiary" of any Person means any Entity (a) of which fifty percent (50%) or more of the outstanding share capital, voting securities or other voting equity interests are owned, directly or indirectly, by such Person, (b) of which such Person is entitled to elect, directly or indirectly, at least fifty percent (50%) of the board of directors (or managers) or similar governing body of such Entity or (c) if such Entity is a limited partnership or limited liability company, of which such Person or one of its Subsidiaries is a general partner or managing member or has the power to direct the policies, management or affairs.

"Tax Return" means any return, declaration, report, claim for refund or information return, certificate, bill, statement or other written information filed or required to be filed with any Taxing Authority relating to Taxes, including any supplement, schedule or attachment thereto, and including any amendment thereof.

"Taxes" means any and all U.S. federal, state, local or non-U.S. taxes (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Taxing Authority, including taxes, fees, duties, customs, tariffs or assessments related to income, franchises, premiums or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation or unemployment compensation, and taxes or other similar charges in the nature of excise, withholding, ad valorem or value added.

"Taxing Authority" means the IRS and any other Governmental Authority responsible for the administration, imposition, regulation, determination or collection of any Tax.

"Transaction Documents" means this Agreement, the Note Termination Letter Agreement, the Services Agreement Termination Letter Agreement and the Care Coordination Services Agreement.

"Transaction Expenses" means all out-of-pocket expenses (including all fees and expenses of outside counsel, investment bankers, banks, other financial institutions, accountants, experts and consultants to a Party hereto) incurred by Original MCO in connection with or related to the investigation, due diligence examination, authorization, preparation, negotiation, execution and performance of this Agreement and the transactions and all other matters contemplated by this Agreement and the Closing, in each case, that are incurred but unpaid as of the Closing.

"Transfer Taxes" means any and all transfer Taxes (excluding Taxes measured in whole or in part by net income), including sales, use, excise, goods and services, stock, conveyance, gross receipts, registration, business and occupation, securities transactions, real estate, land transfer, stamp, documentary, notarial, filing, recording, permit, license, authorization and similar Taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges in all jurisdictions whenever and wherever imposed and shall include all such Taxes payable in relation to any deemed or indirect transfer of assets or property and all penalties, surcharges, charges, interest and additions thereto.

"Transferred Covered Members" means the Covered Members as of the Closing Date.

"Transferred Information" means originals or copies of all of the portions of Original MCO's books, records, ledgers, files, data bases, documents, studies, reports, sub-agent files, underwriting files, loss control files, claim files and other printed or written materials to the extent relating solely to Transferred Covered Members and the Provider Contracts, in whatever form or medium (including electronic media) maintained.

(b) In addition to the terms defined in Section 9.14(a), as used herein, each capitalized term listed below has the meaning identified in the Section set forth opposite such term below.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the date first written above.

NEXTLEVEL HEALTH INNOVATIONS, INC.

By: DocuSigned by:
1930C2573A8C40C...
Name: Dr. Cheryl Whitaker
Title: CEO

NEXTLEVEL HEALTH PARTNERS, INC.

By: DocuSigned by:
1930C2573A8C40C...
Name: Dr. Cheryl Whitaker
Title: CEO

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the date first written above.

MERIDIAN HEALTH PLAN OF ILLINOIS, INC.

By: Karen Brach

Name: Karen Brach
Title: President/CEO

Exhibit A
Form of Note Termination Letter Agreement

[Attached]

Centene Plaza
7700 Forsyth Boulevard
St. Louis, Missouri 63105

[●] [●], 2020

Dr. Cheryl R. Whitaker
Chief Executive Officer and Chairwoman
NextLevel Health Innovations, Inc. &
NextLevel Health Partners, Inc.
224 S. Michigan Avenue, Suite 700
Chicago, Illinois 60604

Dear Dr. Whitaker:

Reference is made to (i) the Loan and Security Agreement, dated as of December 28, 2017 (the "Loan Agreement"), by and among NextLevel Health Innovations, Inc., a Delaware corporation ("NextLevel Parent"), NextLevel Health Partners, Inc., an Illinois corporation ("Original MCO" and, together with NextLevel Parent, the "NLH Parties"), and Centene Corporation, a Delaware corporation ("Centene"), (ii) the related Convertible Secured Promissory Note, dated as of December 28, 2017, in the principal amount of $30,000,000, that NextLevel Parent has issued to Centene pursuant to the Loan Agreement, (iii) the Allonge to Surplus Note issued by NextLevel Parent to Centene, (iv) the MSO Warrant, as defined in the Loan Agreement, and (v) the Side Letter Agreement (as defined in the Loan Agreement) ((i) to (v), collectively, the "Loan Documents").

Reference is also made to the Member Transfer Agreement, dated as of June [●], 2020 (the "MTA"), by and among NextLevel Parent, Original MCO, and Meridian Health Plan of Illinois, Inc., an Illinois domestic health maintenance organization and a wholly owned subsidiary of Centene.

In consideration of the transactions contemplated by the MTA, the parties hereto agree as follows:

1. Termination; Release of Security Interests. Conditioned upon, and effective solely as of (i) the consummation of the Closing (as defined in the MTA) and (ii) the NLH Parties' acceptance of this letter agreement as evidenced by Centene's receipt of their countersignature hereto: (a) the Loan Documents, including all amounts thereunder due and owing to Centene as of the date hereof, shall be terminated automatically and of no further force or effect; provided that Section 14.5, Section 14.16 and Section 14.17 of the Loan Agreement and any other obligation that expressly survives the termination of the Loan Documents shall survive such termination and continue in full force and effect, (b) all security interests granted to or held by Centene in any assets of the NLH Parties as security for amounts owed to Centene under the Loan Documents shall be satisfied, released and discharged and (c) the NLH Parties or their designees may file the UCC-3 financing statement termination, attached hereto as Exhibit A, in order to evidence the release of such liens held by Centene.

2. Release and Settlement of Claims.

(a) Notwithstanding anything to the contrary in this letter agreement, by executing and delivering this letter agreement and effective as of the consummation of the Closing, Centene, on behalf of itself and each of its, his or her heirs, administrators, executors, trustees, beneficiaries, successors and assigns (the "Centene Releasing Parties"), hereby releases, forever discharges and covenants not to sue the NextLevel Parties and each of their respective individual, joint or mutual, representatives, directors, officers, attorneys, agents, employees, affiliates, successors and assigns (the "NLH Releasees") from and with respect to any and all claims, dues and demands, proceedings, causes of action, orders, obligations, contracts and agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which the Centene Releasing Parties now have, have ever had or may hereafter have against the respective NLH Releasees (collectively, "Claims"), to the extent arising contemporaneously with or prior to the Closing or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing, in each case, solely to the extent arising from the Loan Documents; provided that, for the avoidance of doubt, this Section 2(a) shall not relieve, release or discharge, or restrict any Centene Releasing Party from suing, any NLH Releasee to the extent arising from any Centene Claim to the extent arising from or related to (i) the provisions of the Loan Agreement that survive termination of the Loan Agreement under Section 1 hereof or (ii) the MTA or the other Transaction Documents (as defined in the MTA).

(b) Notwithstanding anything to the contrary in this letter agreement, by executing and delivering this letter agreement and effective as of the consummation of the Closing, each NextLevel Party, on behalf of itself and each of its, his or her heirs, administrators, executors, trustees, beneficiaries, successors and assigns (the "NLH Releasing Parties"), hereby releases, forever discharges and covenants not to sue Centene and its representatives, directors, officers, attorneys, agents, employees, affiliates, successors and assigns (the "Centene Releasees") from and with respect to any and all claims, dues and demands, proceedings, causes of action, orders, obligations, contracts and agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which the NLH Releasing Parties now have, have ever had or may hereafter have against the respective Centene Releasees (collectively, "NLH Claims"), to the extent arising contemporaneously with or prior to the Closing or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing, in each case, solely to the extent arising from the Loan Documents; provided that, for the avoidance of doubt, this Section 2(b) shall not relieve, release or discharge, or restrict any NLH Releasing Party from suing, any Centene Releasee to the extent arising from any NLH Claim to the extent arising from or related to (i) the provisions of the Loan Agreement that survive termination of the Loan Agreement under Section 1 hereof or (ii) the MTA or the other Transaction Documents (as defined in the MTA).

3. Reinstatement. Notwithstanding anything in this letter agreement to the contrary, the Loan Documents, and the parties' respective rights, remedies, liabilities and obligations thereunder (including any security interests granted to or held by Centene in any assets of the NLH Parties as security for amounts owed to Centene under the Loan Documents), shall be reinstated with full force and effect, and Sections 1 and 2 hereof shall be void and of no further force or effect, if, at any time on or after the date hereof, all or any portion of the Transaction (as defined in the MTA) or the MTA is voided or rescinded upon either NLH Party's insolvency,

bankruptcy or reorganization or otherwise, all as though the MTA, this letter agreement or the Transaction did not exist.

4. Termination of MSO Warrant. Notwithstanding anything to the contrary in Section 2, Centene acknowledges and agrees that (a) NextLevel Parent granted Centene the MSO Warrant, (b) as of the date of this letter agreement, Centene has not exercised, transferred or assigned, or purported to transfer or assign, the MSO Warrant, or any of the Shares (as defined in the MSO Warrant) or other equity interests subject to the MSO Warrant and (c) other than the MSO Warrant, Centene owns no rights, options, warrants, equity securities or agreements of any character obligating the NLH Parties to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, shares of capital stock or other equity interests of the NLH Parties to Centene. The parties hereto agree that, effective as of the Closing, the MSO Warrant shall be terminated and canceled automatically, and thereafter shall be null and void and of no further force or effect. The parties further agree that, after such termination and cancellation, neither the NLH Parties nor Centene shall have any rights, or any liabilities, duties or obligations to the other (or to such other's heirs, representatives, successors or assigns) under or in connection with the MSO Warrant. Centene hereby agrees not to exercise the purchase rights represented by the MSO Warrant, in whole or in part, or transfer the MSO Warrant or any portion thereof. Centene waives any notice or consent rights, if any, under the MSO Warrant.

5. MTA Ancillary Agreement. This letter agreement is an ancillary agreement to, and the parties hereto are entering into this letter agreement solely pursuant to and in connection with, the MTA. The NLH Parties acknowledge and agree that Centene is entering into this letter agreement and agreeing to the terms hereof, including Section 1 and Section 2(a) hereof, only in exchange for the Transaction (as defined in the MTA).

6. Miscellaneous.

(a) Interpretative Provisions. Sections 1.2(a), 1.2(c), 1.2(d) and 1.2(g) of the Loan Agreement are incorporated into this letter agreement by reference and shall apply to this letter agreement *mutatis mutandis*.

(b) Amendments; Waivers. No amendment or waiver of any provision of this letter agreement shall be effective unless the same shall be in writing and signed by each of Centene and the NLH Parties.

(c) Governing Law. THIS LETTER AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

(d) Severability. Whenever possible each provision of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this letter agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement. All

obligations of the NLH Parties and rights of Centene expressed herein shall be in addition to and not in limitation of those provided by applicable law.

(e) Counterparts. This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this letter agreement by facsimile or other electronic transmission (including by .pdf) shall constitute effective delivery thereof.

(f) Successors and Assigns. No party hereto may assign, delegate or transfer any of its rights or obligations under this letter agreement. This letter agreement shall be binding upon Centene and the NLH Parties and their respective successors and assigns and shall inure to the benefit of Centene and the NLH Parties and their respective successors and assigns. No other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this this letter agreement.

(g) Forum Selection and Consent to Jurisdiction. ANY LITIGATION BASED ON THIS LETTER AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LETTER AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF MISSOURI OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI; PROVIDED THAT NOTHING IN THIS LETTER AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE CENTENE FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH OF THE NLH PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF MISSOURI AND OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH OF THE NLH PARTIES FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF MISSOURI. EACH OF THE NLH PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(h) Waiver of Jury Trial. EACH OF THE NLH PARTIES AND CENTENE HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS LETTER AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this letter agreement as of the date first written above.

CENTENE CORPORATION

By: _____
Name:
Title:

NEXTLEVEL HEALTH INNOVATIONS, INC.

By: _____
Name:
Title:

NEXTLEVEL HEALTH PARTNERS, INC.

By: _____
Name:
Title:

EXHIBIT A

UCC-3 Financing Statement Termination

See attached.

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

FILED DATE 6/29/2020 6:34 PM 2020CH04431

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20180027736

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☑ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:
This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
CENTENE CORPORATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Exhibit B
Form of Service Agreement Termination Letter Agreement

[Attached]

Centene Plaza
7700 Forsyth Boulevard
St. Louis, Missouri 63105

[●] [●], 2020

Dr. Cheryl R. Whitaker
Chief Executive Officer and Chairwoman
NextLevel Health Innovations, Inc. &
NextLevel Health Partners, Inc.
224 S. Michigan Avenue, Suite 700
Chicago, Illinois 60604

Dear Dr. Whitaker:

Reference is made to (i) the Administrative Services Agreement, dated December 26, 2017 (the "Administrative Services Agreement"), between NextLevel Health Partners, Inc., an Illinois corporation ("Original MCO"), and Envolve, Inc., a Delaware corporation ("Envolve"), (ii) the Pharmacy Benefit Management Services Agreement, dated January 1, 2018 (the "Original Services Agreement"), between Envolve Pharmacy Solutions, Inc., a Delaware corporation ("Envolve Pharmacy"), and Original MCO, (iii) the Vision Services Agreement, dated February 15, 2016 (the "Vision Services Agreement"), between Opticare Vision Company, Inc., a Delaware corporation ("Opticare"), and Original MCO and (iv) the Master Services Agreement, dated April 1, 2016 (the "Nursewise Services Agreement" and, together with the Administrative Services Agreement, the Original Services Agreement and the Vision Services Agreement, the "Services Agreements"), between Original MCO and Nurse Response, Inc., a Delaware corporation ("Nursewise" and, together with Envolve, Envolve Pharmacy and Opticare, the "Service Providers").

Reference is also made to the Member Transfer Agreement, dated as of June [●], 2020 (the "MTA"), by and among NextLevel Health Innovations, Inc., a Delaware corporation, Original MCO, and Meridian Health Plan of Illinois, Inc., an Illinois domestic health maintenance organization and an affiliate of the Service Providers.

In consideration of the transactions contemplated by the MTA, the parties hereto agree as follows:

1. Termination. Conditioned upon, and effective solely as of, the consummation of the Closing (as defined in the MTA, the "Closing"), the Services Agreements are terminated and are void and of no force or effect, without any liability or obligation on the part of any Service Provider or Original MCO, whether arising prior to or after the Closing; provided, however, that the foregoing shall not relieve Original MCO of its obligation to pay the applicable Service Provider any amounts owed thereto under the applicable Services Agreement in connection with services provided prior to the Closing and that were not set forth in an invoice delivered to Original MCO prior to the Closing (such amounts, the "Final Outstanding Amounts"). At the Closing, Original MCO shall pay to each applicable Service Provider an amount reflecting the parties' good faith estimates of the Final Outstanding Amounts as of the date hereof, as set forth on Schedule 1 (the "Estimated Outstanding Amounts"). Following Original MCO's receipt of an invoice from a Service Provider setting forth the Final Outstanding Amount owed to such Service Provider, (i) to the extent the Estimated Outstanding Amount paid to such Service

Provider is less than the Final Outstanding Amount owed to such Service Provider, Original MCO shall pay the difference to such Service Provider within five (5) business days after its receipt of such invoice and (ii) to the extent the Estimated Outstanding Amount paid to such Service Provider is greater than the Final Outstanding Amount owed to such Service Provider, such Service Provider shall reimburse the difference to Original MCO within five (5) business days after Original MCO's receipt of such invoice.

2. Run-Off Services.

(a) Commencing on the Closing and continuing for a period of 210 days thereafter (or until such later date as may be requested by the Illinois Department of Insurance, provided that, should the Illinois Department of Insurance make such request, Original MCO, the applicable Service Providers and the Illinois Department of Insurance shall discuss in good faith the reimbursement of costs associated with administering the run-off of Original MCO's business during any such period in excess of 210 days following the Closing (the "Extension Period Service Fee"), provided further that, the Extension Period Service Fee shall not exceed an amount equal to $135,000 per month) (such period, the "Run-Off Period"), and subject to the terms and conditions of this letter agreement, the applicable Service Providers shall provide or cause to be provided to Original MCO the services set forth on Schedule A hereto (the "Run-Off Services"). Such Service Providers shall perform the Run-Off Services in good faith with the same degree of care, scope, quality, level of priority and timeliness in all material respects as such comparable services were provided by such Services Providers to Original MCO under the Services Agreements prior to the Closing.

(b) As compensation for the Run-Off Services, Original MCO shall pay to such Service Providers an aggregate amount equal to $950,000 (the "Run-Off Fee"), and the parties hereto acknowledge and agreement that Original MCO's obligation to pay the Run-Off Fee was satisfied upon the Closing pursuant to Section 1.7(c) of the MTA.

(c) ORIGINAL MCO ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH ABOVE, NONE OF THE SERVICE PROVIDERS, ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON IS MAKING OR HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO OR RELATED TO THE RUN-OFF SERVICES OR THE PROVISION THEREOF, AND ORIGINAL MCO HEREBY WAIVES, RELEASES AND RENOUNCES ALL SUCH REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

(d) Notwithstanding anything herein to the contrary, other than the Original MCO's obligation to pay the Run-Off Fee, which was satisfied as set forth in Section 2(a) of this letter agreement, none of the parties hereto or any of their respective affiliates shall have any monetary liability (whether for money damages or otherwise and whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity)) arising from or related to the Run-Off Services or the Services Agreements.

(e) At 11:59 p.m., St. Louis, Missouri time, on the last day of the Run-Off Period, Section 2(a) of this letter agreement shall terminate and be void and of no force or effect,

without any liability or obligation on the part of any Service Provider or Original MCO, whether arising before, at or after such time.

3. Miscellaneous.

(a) Amendments; Waivers. No amendment or waiver of any provision of this letter agreement shall be effective unless the same shall be in writing and signed by each of the Services Providers and Original MCO.

(b) Governing Law; Disputes. This letter agreement, and all claims, claims and causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) that may be based on, arise out of or relate hereto or to the negotiation, execution, performance or subject matter hereof, shall be governed by the Laws of the State of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. Each party hereto (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the U.S. District Court for the District of Delaware or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware, (ii) agrees that all claims and causes of action shall be heard and determined exclusively in the courts identified in clause (i) of this Section 3(b), (iii) waives any objection to laying venue in any such claim or cause of action in such courts and (iv) waives any objection that any such court is an inconvenient forum or does not have jurisdiction over any party hereto. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR CAUSE OF ACTION THAT MAY BE BASED ON, ARISE OUT OF OR RELATE HERETO OR TO THE NEGOTIATION, EXECUTION, PERFORMANCE OR SUBJECT MATTER HEREOF.** Notwithstanding the forgoing, the provisions of each Service Agreement related to governing law and disputes shall apply to and govern Section 1 of this letter agreement to the extent Section 1 of this letter agreement relates to such Service Agreement.

(c) Severability. Whenever possible each provision of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this letter agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement.

(d) Counterparts. This letter agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be one (1) and the same instrument. Delivery of an executed counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of an original counterpart hereof.

(e) Successors and Assigns. Neither this letter agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void. This letter agreement shall be binding upon, and shall be enforceable by and inure to the benefit

of, the parties hereto and their respective successors and permitted assigns. Nothing herein is intended to or shall confer upon any person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this letter agreement as of the date first written above.

ENVOLVE, INC.

By: _____
Name:
Title:

ENVOLVE PHARMACY SOLUTIONS, INC.

By: _____
Name:
Title:

OPTICARE VISION COMPANY, INC.

By: _____
Name:
Title:

NURSE RESPONSE, INC.

By: _____
Name:
Title:

NEXTLEVEL HEALTH PARTNERS, INC.

By: _____
Name:
Title:

Schedule A

Run-Off Services	• Continued processing of claims with dates of service prior to the Closing • Continued processing of provider claims appeals, disputes, reconsiderations, adjustments, recoveries for dates of service prior to the Closing • Encounter data through the Closing, submitted to Original MCO • Provider portal access for dates of service prior to the Closing • Provider call center support for dates of service prior to the Closing • Encounter processing for dates of service prior to the Closing • Post payment recoveries • Retroactive fee schedule changes (if needed) • PBM run-off services support Not included: credentialing, medical management, retroactive provider contract configuration changes and provider accounts receivable reconciliations

Schedule A

Estimated Outstanding Amounts

- Amount owed to Envolve: $[●]
- Amount owed to Envolve Pharmacy: $[●]
- Amount owed to Opticare: $[●]
- Amount owed to Nursewise: $[●]

Exhibit C
Care Coordination Services Agreement

[Attached]

CARE COORDINATION SERVICES AGREEMENT

This **CARE COORDINATION SERVICES AGREEMENT** ("***Agreement***") is made and entered into by and between Meridian Health Plan of Illinois, Inc., an Illinois corporation and licensed health maintenance organization ("***Health Plan***") and NextLevel Health Partners, Inc., an Illinois domiciled health maintenance organization ("***Vendor***") (Health Plan and Vendor each to be referred to as a "***Party***" and collectively, the "***Parties***"), is entered into as of June [●], 2020.

WHEREAS, substantially concurrently with their entry into this Agreement, Health Plan, Vendor and NextLevel Health Innovations, Inc., a Delaware corporation and the ultimate parent of Vendor, have entered into a Member Transfer Agreement (the "***MTA***"), pursuant to which the parties thereto will effectuate a transfer of all covered members from Vendor to Health Plan, effective as of the Closing (as defined in the MTA); and

WHEREAS, this Agreement shall become effective simultaneously with the Closing under the MTA (the "***Effective Date***").

NOW THEREFORE, in consideration of, and incorporating the foregoing, and intending to be legally bound hereby, the Parties agree as follows:

1. **Services**.

1.1. Description of Services. Vendor shall perform the services and provide all of the items to be delivered to Health Plan ("***Deliverables***") described in Exhibit A, which is attached hereto and incorporated herein (collectively, the "***Services***"). For the avoidance of doubt, none of the services contemplated hereunder shall commence prior to the Effective Date.

1.2. Non-Exclusivity; Place of Performance. Health Plan retains the right at all times to negotiate terms and enter into contracts with any other person or entity for services that are the same or similar to the Services without notice to Vendor and without incurring any liability hereunder. This Agreement shall not restrict Vendor's right or ability to perform services that are the same or similar to the Services for other members so long as Vendor's performance of such services does not interfere with Vendor's performance of Services for Health Plan. Vendor will not enter any subdelegation for Health Plan's care coordination.

1.3. Data Required from Health Plan. Health Plan shall provide such data and information to Vendor as set forth in Exhibit B and as reasonably requested by Vendor, in order for Vendor to perform the Services.

2. **Compensation**.

2.1. Fees. In full consideration for Vendor's performance of the Services, Health Plan shall pay the fees set forth in Exhibit A ("***Fees***"). Vendor is not entitled to any compensation or remuneration other than the Fees. All payments by Health Plan to Vendor pursuant to this Agreement are due and payable within forty-five (45) calendar days of receipt by Health Plan of an undisputed invoice. Invoices shall (a) be sent on the first day of the month for Services performed in such month and (b) list applicable dates of service, and such other details as Health Plan may reasonably request. In the event of a dispute regarding an invoice, the Parties shall negotiate in good faith to resolve such dispute as soon as practicable. Under no circumstances shall Health Plan be liable for any Fees first invoiced to Health Plan more than ninety (90) days after the date the underlying Services/Deliverables or expenses were provided or incurred.

2.2. Taxes. Vendor agrees to discharge all obligations imposed upon it as an independent contractor by all applicable federal, state, or local laws, regulations or orders now or hereafter in force, including, without limitation, those relating to federal, state and local income taxes and worker's compensation and including the

filing of all returns and reports, and the payment of all assessments, taxes and other sums required of an independent contractor. Vendor agrees to pay and hold Health Plan harmless against any penalty, interest, additional tax or other charges that may be levied or assessed as a result of the delay or failure of Vendor for any reason to pay any tax or file any return or information required by law, rule or regulation.

2.3. Intentionally Omitted.

2.4. Records and Audit. Except as expressly provided otherwise in this Agreement, until the expiration of four (4) years after the furnishing of Services hereunder, Vendor shall maintain complete and accurate records to validate and document Vendor's (i) compliance with this Agreement, (ii) performance of the Services, and (iii) Fees and expenses, all in accordance with generally accepted accounting principles consistently applied. Vendor will, upon written request, make available to Health Plan and any governmental or regulatory authority and any of their duly authorized representatives, this Agreement and all books, documents and records of Vendor that are necessary to verify the foregoing. Vendor shall also provide reasonable assistance to Health Plan or its designated agent in the conduct of audits. Any such audit will be conducted upon reasonable notice during regular business hours, and shall be at Health Plan's expense, unless such audit reveals an overcharge of more than five percent (5%), in which event Vendor shall reimburse Health Plan the cost of such audit. All overcharges revealed by any audit hereunder shall be reimbursed to Health Plan within thirty (30) days of Health Plan's notice to Vendor regarding the same. In the event of a dispute regarding any audit results, the Parties shall negotiate in good faith to resolve such dispute as soon as practicable. Vendor acknowledges and agrees that Health Plan audits may include (but are not limited to) routine quality and/or compliance audits of Vendor's Services to ensure that such Services are being delivered in accordance with State Contract and accreditation/regulatory requirements.

3. **Changes and Delays in Services**.

3.1. Delays. Subject to the circumstances described in Section 3.2, if Vendor has failed or is likely to fail to provide the Services on time, Vendor shall, at Vendor's expense, provide as many additional Vendor personnel as necessary to meet the performance timelines. Vendor will inform Health Plan as early as possible of any anticipated delays in the Services and of the actions being taken to ensure completion of the Services within a time period mutually acceptable to Health Plan and Vendor. Health Plan's acceptance of additional personnel as provided herein shall not be construed or implied to constitute a waiver of any of Health Plan's rights under this Agreement or Law, including but not limited to rights and remedies in connection with the breach of this Agreement.

3.2. Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by an event (including, fire, flood, terrorism, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders) beyond the reasonable control of such Party, provided (i) the non-performing Party is without fault in causing such default or delay, (ii) such default or delay could not have been prevented by reasonable precautions (including the implementation of, and adherence to, a prudent disaster recovery and business continuity plan), and (iii) such default or delay could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means; provided further, however, that the foregoing shall not apply to, and shall not act to excuse, Health Plan's payment obligations under this Agreement, including, without limitation, the obligation to pay the Fees as set forth in Section 2.1.

4. **Project Management.**

4.1. Vendor Personnel. Vendor shall staff the Services with sufficient qualified personnel to complete its obligations hereunder. Vendor shall promptly replace any such individual upon Health Plan's reasonable request, and shall not otherwise remove, replace or reassign any individuals identified by Health Plan as key

Vendor personnel without Health Plan's prior written consent, provided that Vendor reserves the right to terminate the employment of any person without the consent of Health Plan. Vendor shall cooperate with third parties working on Health Plan's behalf.

4.2. Reports. Vendor shall provide such written reports to Health Plan as set forth in Exhibit A and as reasonably requested by Health Plan.

5. **Warranties; Compliance with Law.**

5.1. Service and Performance Warranty. Vendor represents and warrants that it shall perform the Services in a timely, competent, workmanlike manner and in conformance with the requirements of this Agreement, and that all Deliverables will conform to their documentation, functional specifications and requirements, for one (1) year from the date of Acceptance (the "***Warranty Period***"). In the event the Services or Deliverables do not conform to this warranty, Vendor will, at no cost or expense to Health Plan, promptly correct, re-perform and, as applicable, re-deliver the Services and Deliverables. For each day during the Warranty Period that the Services or Deliverables do not conform to this warranty, the Warranty Period shall be extended by one (1) day.

5.2. Mutual Warranties. Each Party represents and warrants to the other that: (i) it is validly existing under the laws of the state of its formation and has the full right, authority, capacity and ability to enter into this Agreement and to carry out its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and (iii) its execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is bound.

5.3. Compliance with Law. Vendor shall provide the Services in compliance with the requirements of all applicable federal, state and local statues, ordinances, regulations and codes and any applicable regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts (including but not limited to the requirements of Health Plan's Medicaid managed care contract with the State of Illinois (the "***State Contract***") under the Health Choice Illinois ("***HCI***") program, a copy of the base agreement of which may be found at https://www.illinois.gov/hfs/SiteCollectionDocuments/2018MODELCONTRACTadministrationcopy.pdf, and copies of the relevant amendments to which may be found at Exhibit C to this Agreement, or such additional or alternative documents as may be provided by Health Plan) and, if applicable, standards and requirements of any accrediting or certifying organization (collectively, "***Regulatory Requirements***"). At all times during the Term hereof, Vendor agrees to promptly report any violation of Regulatory Requirements committed by Vendor, its employees or subcontractors in the performance of the Services to Health Plan's Ethics Hotline at (888) 866-1366 or Health Plan's Ethics Officer at Health Plan's address for Notices. Vendor acknowledges and agrees that Vendor's compliance with the terms of the State Contract in the performance of Services hereunder, including but not limited to all provisions of the State Contract relating to care management services, is of critical importance to Health Plan and represents a material term of this Agreement. Vendor is expected to and will be understood to have working familiarity with the State Contract and its contents and to understand all compliance obligations thereunder. In the event Vendor has any questions as to the content of the State Contract requirements, Vendor will seek clarification from Health Plan.

6. **Intellectual Property; Confidentiality**.

6.1. Intellectual Property. As between Vendor and Health Plan, Vendor agrees that all "***Work Product***" (which, for purposes of this Agreement, shall include any and all Deliverables, including all intermediate versions and all derivatives thereof, and any and all results of and proceeds from Vendor's Services hereunder, but excluding Care Coordination IP (as defined below)) shall, subject to Health Plan's payment of all undisputed Fees and other amounts due under this Agreement, be owned exclusively by Health Plan in any and all manner or media now known or hereafter devised, in perpetuity. Such ownership shall inure to the benefit of Health Plan from the date of creation or fixation in a tangible medium of expression, as applicable. Health Plan and Vendor

agree that all Work Product shall be considered a "work-made-for-hire" in favor of Health Plan within the meaning of the Copyright Act of 1976, as amended (the "***Act***"). If and to the extent the Work Product, or any part thereof, is found by a court of competent jurisdiction not to be a "work-made-for-hire" within the meaning of the Act, Vendor hereby expressly assigns to Health Plan all exclusive right, title and interest in and to the copyright, patent, trademark, trade secret and all other proprietary rights in and to the Work Product without further consideration, free from any claim, lien for balance due or rights of retention thereto on the part of Vendor. Vendor agrees to execute all documents Health Plan reasonably requires to perfect such assignment, and in the event that Vendor fails to execute such documents for any reason, Vendor hereby appoints Health Plan as its attorney-in-fact for the sole purpose of executing such documents. Notwithstanding anything to the contrary contained in the foregoing or in this Agreement, Health Plan agrees that Vendor's methodology and other information regarding care coordination, including, without limitation, the delivery of care coordination services, and materials created by Vendor for the purposes of Vendor's use (the "***Care Coordination IP***") shall (a) not be included in the definition of Work Product or considered a "work-made-for-hire", (b) be owned exclusively by Vendor in any and all manner or media now known or hereafter devised, in perpetuity, and (c) inure to the benefit of Vendor from the date of creation or fixation in a tangible medium of expression. Health Plan hereby expressly assigns to Vendor all exclusive right, title and interest in and to the copyright, patent, trademark, trade secret and all other proprietary rights in and to the Care Coordination IP without further consideration, free from any claim, lien for balance due or rights of retention thereto on the part of Health Plan. Health Plan agrees to execute all documents Vendor reasonably requires to perfect such assignment, and in the event that Health Plan fails to execute such documents for any reason, Health Plan hereby appoints Vendor as its attorney-in-fact for the sole purpose of executing such documents.

6.2. Confidential Information. For the purposes of this Agreement, "***Confidential Information***" means any software, data, business, financial, operational, customer, vendor or other information disclosed by one Party to the other and not generally known by or disclosed to the public. Confidential Information shall include any and all Personal Information, defined as any information that is or includes personally identifiable information. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party, provided such knowledge or possession was not the result of a violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a Party; (c) rightfully obtained by a Party from any third party having a right to disclose such information without breach of any confidentiality obligation by such third party; or (d) developed by a Party independent of any disclosure hereunder.

6.3. Confidentiality Obligations. Each Party shall maintain all of the other Party's Confidential Information in strict confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. If a Party suffers any unauthorized disclosure, loss of, or inability to account for the Confidential Information of the other Party, then the Party to whom such Confidential Information was disclosed shall promptly notify and cooperate with the disclosing Party and take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the damage that may result therefrom. Except for purposes contemplated in this Agreement or as permitted in this Section 6.3, a Party shall not use or disclose (or allow the use or disclosure of) any Confidential Information of the other Party without the prior written consent of such Party. If a Party is legally required to disclose the Confidential Information of the other Party, the Party required to disclose will, as soon as reasonably practicable, provide the other Party with written notice of the applicable order or subpoena creating the obligation to disclose so that such other Party may seek a protective order or other appropriate remedy. The Party subject to such disclosure obligation will only disclose that Confidential Information which the Party is advised by counsel as legally required to be disclosed. Access to and use of any Confidential Information shall be restricted to those employees, affiliates, agents, and subcontractors who have a need to use the information to perform such Party's obligations under this Agreement, as well as to such Party's consultants, provided that such employees, subcontractors and consultants have a legal obligation to maintain the confidentiality of the Confidential

Information. Subject to the above-stated process, Health Plan may, in response to a request, disclose Vendor's Confidential Information to a regulator or other governmental entity with oversight authority over Health Plan.

6.4. Return of Confidential Information. All of a Party's Confidential Information disclosed to the other Party, and all copies thereof, are and shall remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon request of the disclosing Party or the expiration or termination of this Agreement, be promptly returned to the disclosing Party or destroyed (and removed from the Party's computer systems and electronic media) at the disclosing Party's direction, except that to the extent any Confidential Information is contained in a Party's backup media, databases and email systems, then such Party shall continue to maintain the confidentiality of such information and shall destroy it no later than required by such Party's record retention policy.

7. **Term and Termination**.

7.1. Term. This Agreement shall commence on the Effective Date and continue for a period six (6) months, or unless sooner terminated pursuant to this Agreement, or upon agreement of the Parties (the "***Initial Term***"). Health Plan may elect to renew this Agreement for up to two (2) successive six (6) month periods (each such six-month period a "***Renewal Term***"), unless either Party provides written notice to other Party of its decision not to renew no less than sixty (60) days prior to (i) the end of the Initial Term and, if applicable, (ii) the end of the first Renewal Term. The Initial Term and each Renewal Term will be collectively referred to herein as the "***Term***."

7.2. Termination. In the event either Party breaches any provision of this Agreement, the non-breaching Party may terminate this Agreement without penalty or fee upon ninety (90) days advance written notice to the other Party, provided such breach is not cured within such ninety (90) day period. In the event either party terminates this Agreement for an uncured breach and it is later adjudicated that no breach occurred, the termination shall be deemed to have been made for convenience.

7.3. Immediate Termination. Upon any termination of the MTA prior to the Closing thereunder, this Agreement shall terminate automatically, and such termination shall be effective immediately. Health Plan may immediately terminate this Agreement upon written notice to Vendor if Vendor (1) loses, relinquishes, or has materially affected its license to provide Services in the State, (2) fails to comply with the insurance requirements set forth in this Agreement; or (3) is convicted of a criminal offense related to involvement in any Medicare or Medicaid program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any Medicare or Medicaid program.

7.4. Effect of Termination. Upon the termination or expiration of this Agreement, Vendor shall: (a) deliver to Health Plan all Deliverables, whether or not in completed form, in whatever form or media they may then exist; (b) document the status of the Services that have been terminated and deliver such documentation to Health Plan; and (c) deliver to Health Plan all fees paid by Health Plan for Services and Deliverables that remain unperformed or undelivered as of the date of termination as well as all Health Plan property and materials that are in the possession of Vendor, its employees, subcontractors and agents. The termination or expiration of this Agreement for any reason shall not affect Health Plan's or Vendor's rights or obligations for any Services or Deliverables completed and delivered to Health Plan prior to the date of termination, and Health Plan shall promptly pay all undisputed amounts owed to Vendor for such Services and Deliverables.

7.5. Transition Services. Upon termination, at Health Plan's request, which shall be made no more than fifteen (15) days after termination, Vendor shall reasonably cooperate with Health Plan to facilitate the orderly transition of services following termination of this Agreement (the "**Transition Services**"), provided that Health Plan pays in full all undisputed Fees and charges due to Vendor as of the effective date of such termination and pays Vendor for such Transition Services, pursuant to Vendor's standard rates in effect at the time. As part of

such Transition Services, Vendor shall provide all data and information that Vendor accumulated in the performance of this Agreement related to Health Plan's operations and reasonably requested by Health Plan, including, but not limited to, assessment information, care plans, and notes relating to all Members who were enrolled in care management with Vendor at any time during the Term of this Agreement. Vendor shall provide Health Plan with all such information not later than thirty (30) days after receipt of Health Plan's request for the Transition Services.

7.6. Remedies. Notwithstanding anything in this Agreement to the contrary, where a breach of certain provisions of this Agreement may cause either Party irreparable injury or may be inadequately compensable in monetary damages, either Party may seek such equitable relief in addition to any other remedies which may be available. The rights and remedies of the Parties in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8. **Indemnification.**

8.1. Infringement. Vendor agrees to defend, indemnify and hold harmless Health Plan, its affiliates and subsidiaries, and their officers, directors, employees, agents and representatives (collectively, "***Health Plan Indemnified Parties***") from and against all costs, damages, expenses, and liabilities, including, without limitation, reasonable attorneys' fees, arising out of any claim that the Deliverables or Services or any portion thereof, infringe or misappropriate any third party trade secret, patent, copyright, trademark or other proprietary or personal right of any person or entity. Health Plan agrees to notify Vendor promptly in writing of any such claim and to cooperate with Vendor, at Vendor's expense, by providing such assistance as is reasonably necessary for the defense of such claim. Vendor's settlement of any claim that requires anything more than a monetary payment shall require Health Plan's prior written approval, which shall not be unreasonably withheld. If the use of any Deliverables or Services is enjoined or threatened to be enjoined due to an alleged infringement or misappropriation, Vendor shall, at its discretion and expense, (i) procure the right for Health Plan to continue using such Deliverables or Services, (ii) modify or replace the affected items with functionally equivalent or better items, or (iii) refund the amount paid by Health Plan in connection with the affected Deliverables or Services.

8.2. General Indemnification. Each Party, as an indemnifying Party, agrees to defend, indemnify and hold harmless the other Party and its affiliates, and their respective directors, officers, employees and agents from and against any third party claim, expense, liability and loss arising out of the negligence, intentional misconduct or violation of this Agreement or Regulatory Requirements by the indemnifying Party, its employees, subcontractors and agents.

9. Insurance. Vendor will, at its own expense, purchase and maintain at all times during the performance of this Agreement, the following insurance coverage:

A. Workers' Compensation Insurance and Employer's Liability Insurance as required by applicable laws, statutes, and regulations;

B. Professional liability insurance of not less than $2,000,000 per occurrence, with an annual aggregate of not less than $3,000,000; and

C. Such other insurance as the Parties may agree to be necessary or desirable for protection against claims, liabilities and losses.

All insurance required hereunder will contain waivers of subrogation against Health Plan, its parents, subsidiaries and affiliates. All insurance will name Health Plan, its parents, subsidiaries and affiliates as additional insureds thereunder, and will be primary and not seek contribution from any other insurance available to such entities as insureds or otherwise. It is further agreed that by naming and/or waiving Health Plan, its parents, subsidiaries and

affiliates hereunder, none of such entities will be precluded from bringing a claim or claims against Vendor as if it had not been so named and/or waived.

The foregoing insurance coverage will be effected under valid and enforceable policies which will (i) provide that no cancellation or reduction in such insurance will be effected without giving Health Plan at least thirty (30) days prior written notice; and (ii) be issued by insurers acceptable to Health Plan. Certificates of such insurance will be delivered to Health Plan as evidence of specified insurance coverage upon execution of this Agreement, and thereafter as may be required by Health Plan.

10. Miscellaneous.

10.1. Use of Name; Publicity. Except for its internal business use, as required by Regulatory Requirements or to comply with the request of a governmental entity, neither Party shall use the other Party's name, trademarks, service marks, logos or other identifiers (collectively, "***Trademarks***"), or make any reference to the other Party or its Trademarks in any manner including, without limitation, client lists and press releases, without the prior written approval of such other Party.

10.2. Notices. Unless otherwise provided herein, any notice, consent, request, or other communication to be given under this Agreement will be deemed to have been given by either Party to the other Party upon the date of receipt, if hand delivered, or two (2) business days after deposit in the U.S. mail if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission if followed by the original copy mailed to the applicable Party at its address below or other address provided in accordance herewith, or upon the date of transmission of electronic notice to an authorized email address with written confirmation of receipt. Either Party may change its address for notices effective three (3) business days after providing written notice to the other Party. Notices shall be addressed to the Parties as set forth below.

Vendor: Attn: President
NextLevel Health Partners, Inc.
_____
_____

Health Plan: Attn: President
Meridian Health Plan of Illinois, Inc.
_____
_____

10.3. Assignment. This Agreement and the duties and obligations of Vendor hereunder are of a unique and personal nature and may not be delegated or assigned (in whole or in part) by Vendor without Health Plan's prior written consent. Any assignment or delegation made by Vendor without Health Plan's written consent is void. Health Plan shall have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests or obligations under this Agreement to an affiliate, successor of Health Plan, or purchaser of the assets or stock of Health Plan. The provisions of this Agreement are binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Upon the licensure and authorization of NextLevel Care Management, LLC, the Parties will work together in good faith to evaluate and, at Health Plan's option, effectuate the assignment of this Agreement from Vendor to NextLevel Care Management, LLC.

10.4. Amendments and Modifications. No addition to or modification in the terms of this Agreement will be effective or binding on either of the Parties unless reduced to writing and signed by the duly authorized

representative of each Party. Notwithstanding anything to the contrary anywhere in this Agreement, no terms or conditions related to the Services or Deliverables available via click-through or similar mechanism, in shrink-wrap or other Deliverable packaging, or described on Vendor's or a third party's website will be binding upon Health Plan.

10.5. Independent Contractor. Vendor is acting as an independent contractor in performing the Services hereunder. Nothing contained herein or done in pursuance of this Agreement shall constitute a joint venture, partnership or agency for the other for any purpose or in any sense and neither Party shall have the right to make any warranty or representation to such effect or to otherwise bind the other Party.

10.6. Approval of Subcontractors. Vendor shall obtain Health Plan's written consent, which Health Plan may not unreasonably withhold, before entering into agreements with a subcontractor for the performance of the Services or portion thereof. Vendor shall ensure that any and all subcontractors have the types and amounts of insurance coverage as required of Vendor herein, and Vendor shall be responsible for all acts or omissions of its subcontractors.

10.7. Nondiscrimination. Vendor will provide Services hereunder without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, physical or mental disability or veteran status, and will ensure that its facilities are accessible as applicable and as required by Title III of the Americans With Disabilities Act of 1991. Vendor acknowledges that, as a governmental contractor, Health Plan may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Vendor will comply with such requirements as necessary to ensure Health Plan's compliance with the same.

10.8. Counterparts; Time is of the Essence. This Agreement may be executed in counterparts and by facsimile or emailed PDF signature, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and emailed PDF), will be considered as legally effective as an original signature. The Parties acknowledge and agree that time is of the essence in this Agreement.

10.9. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 2 (Compensation), Section 5.1 (Services and Performance Warranty), Section 5.3 (Compliance with Law) and Sections 6 through 10.

10.10. Waiver and Severability. An individual waiver of a breach of any provision of this Agreement requires the consent of the Party whose rights are being waived and such waiver will not constitute a subsequent waiver of any other breach. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement, provided the basic purposes of this Agreement are achieved through the provisions remaining herein.

10.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of law principles. Any suit or proceeding relating to this Agreement shall be brought only in the state or federal courts located in Illinois, and each Party hereby submits to the personal jurisdiction and venue of such courts.

10.12. Litigation Assistance. Vendor shall make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Agreement, available at no cost to Health Plan to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Health Plan, its directors, officers or employees based upon claimed violation of contract or laws, to the extent such testimony is necessary. Health Plan shall pay reasonable market rates to Vendor to the extent that Health Plan retains Vendor to make any personnel available pursuant to this Section 10.12.

10.13. Disputes. Any controversy or claim arising out of or relating to this Agreement or a breach hereof (a "***Dispute***") shall first be addressed by good faith negotiations between the Parties' designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either Party, provided such request takes place within one (1) year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the matter has not been resolved within sixty (60) days of such request, either Party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration by providing written notice to the other party. If either Party wishes to pursue arbitration of the Dispute, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In no event may any arbitration be initiated more than one (1) year following, as applicable, the end of the sixty (60) day negotiation period set forth above, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State of Illinois. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. Each Party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the Parties, and the arbitrator shall not have the authority to order otherwise. Nothing herein shall bar either Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement. Judgment on the award rendered may be entered in any court having jurisdiction thereof.

10.14. Entire Agreement. This Agreement, its addenda, and all exhibits and addenda thereto are incorporated herein and constitute the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous negotiations, representations, promises, and agreements concerning the subject matter herein whether written or oral.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereof.

NEXTLEVEL HEALTH PARTNERS, INC.	**MERIDIAN HEALTH PLAN OF ILLINOIS, INC.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

EXHIBIT A

1. Enrolled Members. For the purposes of this Agreement, "***Member***" shall be defined as a current enrollee of Meridian's Health Choice Illinois Medicaid plan (the "***Meridian HCI Plan***") who was formerly a member of NextLevel Health Partners, Inc. ("***NextLevel HMO***") and who is enrolled in care coordination with Vendor and has received care management services from Vendor at any point during the applicable billing month. The Parties agree that 3,053 former NextLevel HMO members who were re-enrolled in Meridian HCI Plan will be enrolled in care coordination with Vendor as of the Effective Date. Vendor acknowledges that such number will be reduced throughout the Term as Members are disenrolled from the Meridian HCI Plan for various reasons (relocation, death, lack of eligibility, etc.). Health Plan shall send Vendor an eligibility file relating to the Members at various times, but in no event less frequently than monthly. Vendor shall verify the eligibility of any Member against the most recent eligibility file furnished by Health Plan to Vendor prior to the provision of Services to, or with respect to, such Member, or alternatively may check member eligibility via MEDI, the online eligibility system from HFS (as defined below). Vendor shall, as applicable, immediately cease the provision of Services with respect to any individual not included in such eligibility file.

2. Fees. Vendor's Fees shall be in the amount of $100 per Member per month; provided, however, that in no event shall Vendor's Fees for any month be less than $305,300. For billing purposes, the number of Members per month will be the number of Members on the last day of each month based on Health Plan's then-current enrollment data. If at any point during the Term the number of Members enrolled in care coordination with Vendor falls below 3,050, Health Plan may enroll others of its members (i.e., current enrollees of Meridian regardless of whether they were former members of NextLevel HMO) such that the total number of Meridian members enrolled in care coordination with Vendor approximates 3,050.

3. Services. Vendor shall provide all care management services with respect to Members necessary for Health Plan to maintain compliance with HCI care management requirements, which includes but is not limited to the services set forth below. In connection with its obligation hereunder to provide such care management services, Vendor shall:

- Coordinate Members' continuity of care, including transition of care;
- Provide care management services to Members, including but not limited to the assessment of Members' needs and clinical risks, medication management, and health education on complex clinical conditions, based on the individual preferences of the Member;
- Coordinate Members' services with community and social support providers;
- Ensure care management services are provided to Members residing in nursing facilities;
- Coordinate Members' services between settings of care to facilitate appropriate and timely discharge and transfers;
- Ensure that care coordinators who serve special needs/waiver populations have all appropriate licensure and training;
- Maintain care coordinator caseload requirements as specified in the State Contract;
- Contact Members at the minimum frequencies specified in the State Contract or required by HFS for each Member population and acuity level;
- Timely notify the Illinois Department of Healthcare and Family Services ("***HFS***") of Vendor's inability to contact Members to facilitate agency management of home and community-based services ("***HCBS***") benefit eligibility;
- Support the transition of Members from institutional settings to the community to ensure seamless, efficient transition;
- Utilize a person-centered interdisciplinary care team ("***ICT***") approach for specified Members to facilitate coordination between Member's medical and behavioral health services;
- Complete health risk screenings and ongoing Member stratification activities;

- Develop and provide ongoing review/updates to an individual plan of care ("***IPoC***") for each Member, which will contain all required elements and include signatures from all applicable caregivers and providers, and ensure that such IPoCs are shared with caregivers and providers as appropriate;
- Implement the Behavioral Health Service plan in accordance with the Williams Consent Decree;
- Maintain policies and procedures to support Member advance directives;
- Provide mobile crisis response services for Members in accordance with requirements pertaining to children's behavioral health services, utilizing Illinois decision support tool for screening, crisis safety plan management and coordination with the Illinois Crisis and Referral Entry Services ("***CARES***") and the Illinois Department of Children and Family Services ("***DCFS***"), as appropriate;
- Engage in discharge planning activities and coordination specific to Members receiving children's behavioral health services; and
- Provide such other care management services as may be reasonably requested by Health Plan to ensure Health Plan's compliance with all State Contract requirements.

In addition, Vendor shall ensure that the following administrative requirements are met at all times during the Term hereof:

- Maintain an appropriate level of leadership personnel to ensure that all required services are delivered efficiently and effectively, in accordance with the requirements of the State Contract. At a minimum, Vendor shall employ a full-time Executive Director and shall maintain all designated liaison roles for specific populations as required under the State Contract.
- Provide any/all data elements and access to NextLevel HMO clinical systems as requested by Health Plan to support ongoing operational oversight activities, quality monitoring or state required reporting.

4. Reports. Vendor will provide Health Plan with all reports required under the State Contract relating to care management functions and services, within such timeframes as may be necessary to ensure timely reporting on the part of Health Plan to the State. Other management reports of a scope, nature and frequency will be agreed upon by Vendor and Health Plan.

5. Retained Responsibilities of Health Plan. By way of clarification, notwithstanding anything herein to the contrary, Health Plan shall maintain ultimate responsibility for the management and supervision of the overall operations of Health Plan and of all medical, professional and ethical affairs of its managed care programs, including but not limited the following:

- Oversight of Vendor as a delegated Care Coordination Entity to include:
    - Contractual compliance
    - CM performance
- Oversight of retained delegated vendors:
    - Access Health – currently managing ~268 NLH members
    - Other vendors retained after due diligence of service offerings and performance
- Grievances and Appeals, Member Services
- Quality Management and Oversight to include:
    - Accreditation activities
    - HEDIS/CAHPS activities
    - Audit Activities
    - Quality Reporting/QAP
    - Critical Incidents
    - HFS/HSAG PIPs
- Care Coordination of members not currently managed by NextLevel HMO and all new membership
- Family Leadership Council coordination/leadership
- Health Plan reporting (i.e., meeting reporting obligations under the State Contract)
- Provider Management/Contracting

- State Liaison Related Activities

EXHIBIT B

Vendor requires the following data to ensure delivery of the contracted Services:

1. Data: Ability to obtain direct feed of data to ensure care coordination and accreditation.
    a. Member / Eligibility File
    b. Member List
    c. UM / authorization data
        i. Medical records for Members who go in-patient
    d. Claims data
    e. Prescription /PBM data (meds, fills, refills)
    f. Care Gap data

2. Vendor training provided by Health Plan:
    a. Process for CI reporting
    b. Other review/training as required by delegation oversight

EXHIBIT C

Health Choice Illinois Amendments

Health Choice Illinois Amendment 2.pdf

Health Choice Illinois Amendment 5.pdf

Health Choice Illinois Amendment 6.pdf

Exhibit D
Form of NextLevel Parent Stockholder Written Consent

[Attached]

WRITTEN CONSENT
OF THE
STOCKHOLDERS
OF
NEXTLEVEL HEALTH INNOVATIONS, INC.

The undersigned, being (i) the holders of at least a majority of the outstanding shares of voting capital stock of NextLevel Health Innovations, Inc., a Delaware corporation (the "Company"), and (ii) certain other holders of capital stock of the Company who may execute a counterpart signature page to this Written Consent (individually, a "Signatory Stockholder" and, collectively with the other stockholders signing and delivering this Written Consent, the "Signatory Stockholders"), hereby consent to and adopt the following resolutions by written consent pursuant to and in accordance with Section 228 and Section 271 of the Delaware General Corporation Law, as amended (the "DGCL"), and the Amended and Restated Bylaws of the Company, effective as of December 28, 2017 (the "Bylaws"), in lieu of taking such action at a special meeting of the stockholders of the Company, which resolutions shall be, and hereby are, in all respects, fully adopted, ratified and confirmed:

Approval of Transfer and Member Transfer Agreement

WHEREAS, the Company has entered into a Member Transfer Agreement (the "Transfer Agreement"), by and among Meridian Health Plan of Illinois, an Illinois domestic health maintenance organization ("Acquiring MCO"), the Company and NextLevel Health Partners, Inc., an Illinois domiciled health maintenance organization and wholly owned subsidiary of the Company ("Original MCO"), a copy of which is attached hereto as Exhibit A, pursuant to which Original MCO will transfer all individual residents of the State of Illinois to whom Original MCO provides services through HealthChoice Illinois Contract No. 2018-24-801 (collectively, the "Transferred Covered Members") to Acquiring MCO, such that, upon the consummation of the transaction, the Transferred Covered Members will cease to be covered by Original MCO and shall become covered by Acquiring MCO (the "Transfer");

WHEREAS, pursuant to resolutions adopted by written consent dated June ___, 2020, the board of directors of the Company (the "Board") unanimously (i) approved and declared advisable the Transfer Agreement and the consummation of the Transfer and the other transactions contemplated thereby, (ii) determined that the terms of the Transfer Agreement, the Transfer and the other transactions contemplated thereby are fair to, and in the best interests of, the Company and the stockholders of the Company, (iii) directed that the Transfer Agreement, the Transfer and the other transactions contemplated thereby be submitted to the stockholders of the Company for their adoption and approval, and (iv) recommended that the stockholders of the Company adopt and approve the Transfer Agreement, the Transfer and the other transactions contemplated thereby;

WHEREAS, each Signatory Stockholder has reviewed the Transfer Agreement and such other information as they believe necessary to make an informed decision concerning their vote on the approval and adoption of the Transfer Agreement, and each Signatory Stockholder confirms that such Signatory Stockholder has had a reasonable time and opportunity to consult with such Signatory Stockholder's legal, tax and/or financial advisor(s), if desired, regarding the consequences of the Transfer and the Transfer Agreement and other transactions contemplated

thereby; and

WHEREAS, after careful consideration, each Signatory Stockholder (i) deems that it is in the best interests of the Company and the stockholders of the Company to consummate the Transfer and (ii) desires to approve and adopt the Transfer and the Transfer Agreement and the other transactions contemplated thereby.

NOW, THEREFORE, IT IS:

RESOLVED, that the Transfer and the Transfer Agreement and the other transactions contemplated thereby (including, without limitation, the execution of the Note Termination Letter Agreement (as defined therein), the execution of the Services Agreement Termination Letter Agreement (as defined therein), the execution of the Care Coordination Agreement (as defined therein), the transfer and surrender of Transferred Covered Members and Transferred Information (as defined therein) of Original MCO, the transfer consideration, and the arrangements relating to the run-off, indemnification and other holdback obligations as further described below) be, and hereby are, irrevocably and unconditionally authorized, approved, adopted, confirmed and ratified in all respects;

RESOLVED, that the undersigned consents to the deposit, pursuant to the Transfer Agreement, of a portion of the Purchase Price (as defined therein) in accordance with Section 1.7(c) of the Transfer Agreement, for the Run-off Amount (as defined therein);

RESOLVED, that the foregoing resolution shall constitute approval for all purposes under the Transfer Agreement, the DGCL, the Amended and Restated Certificate of Incorporation of the Company, effective as of December 28, 2017 (the "Charter"), the Bylaws and the Second Amended and Restated Shareholders' Agreement, dated December 28, 2017, by and among the Company, the stockholders of the Company and certain other parties signatory thereto (the "Shareholders' Agreement");

RESOLVED, that the undersigned agree to promptly re-execute this Written Consent at the request of the Company or any other signatory to this consent in order to evidence compliance with Section 2.14 of the Bylaws with respect to the taking of actions by the Company's stockholders by a Written Consent signed by less than all of the Company's voting stockholders;

RESOLVED, that the undersigned consent and agree to execute and deliver all agreements and other documents contemplated to be delivered by the Company under the Transfer Agreement, and consent and agree to be bound by all of the terms and conditions of the Transfer Agreement applicable to the Signatory Stockholder; and

RESOLVED, that (i) the execution and delivery of the Transfer Agreement and the other transactions contemplated thereby by the officers of the Company (the "Authorized Persons") for and on behalf of the Company be, and hereby are, authorized, approved and ratified, as applicable, (ii) the Authorized Persons be, and hereby are, authorized and directed to execute and deliver all such further agreements, certificates, instruments, documents and filings and do or cause to be done any and all such acts and things as they may deem necessary or desirable for the performance in full of all obligations of the Company under the Transfer Agreement and the other transactions contemplated thereby and (iii) any and all prior actions taken by the Authorized Persons and

directors of the Company in connection with the Transfer and the Transfer Agreement and the other transactions contemplated thereby be, and hereby are, ratified, confirmed and approved in all respects.

Application of Approved Sale Rights

WHEREAS, Section 2.7 of the Shareholders' Agreement provides that if the Board approves of a transaction that qualifies as an Approved Sale (as such term is defined in the Shareholders' Agreement), then the terms and conditions of Section 2.7 of the Shareholders' Agreement shall govern such transaction and be applicable to all stockholders of the Company;

WHEREAS, the transactions contemplated by the Transfer constitute an Approved Sale for purposes of Section 2.7 of the Shareholders' Agreement; and

WHEREAS, the Board has determined that Section 2.7 of the Shareholders' Agreement shall be applicable to all stockholders of the Company.

NOW, THEREFORE, IT IS:

RESOLVED, that each Signatory Stockholder acknowledges and agrees that the terms and conditions of Section 2.7 of the Shareholders' Agreement shall be applicable to the stockholders of the Company in connection with the Transfer, and agrees to take all actions including, without limitation, the execution and delivery of all other any documents and certificates pursuant to or contemplated by the Shareholders' Agreement necessary, desirable, advisable or appropriate to consummate, effect, carry out or further the terms and conditions of Section 2.7 of the Shareholders' Agreement.

Approval of Interested Party Transaction

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and one or more of its directors or officers or any other corporation, partnership, association or other organization in which one or more of the directors or officers of the Company is a director or officer of, or has a financial interest in (any such party is referred to herein individually as an "Interested Party," or collectively as the "Interested Parties," and any such contract or transaction is referred to herein as an "Interested Party Transaction"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the relationship or interest and as to the contract are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (ii) the material facts as to the relationship or interest and as to the contract are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, it is hereby disclosed or made known to the stockholders of the Company that Cheryl Whitaker ("Dr. Whitaker"), Robert Jordan, Rodney Armstead, Regina Benjamin and Justin

Dearborn may receive consideration in connection with the Transfer by virtue of their ownership of equity securities of the Company and each is a director and/or officer of the Company, such that each may be considered an Interested Party with respect to the Transfer and the Transfer may be an Interested Party Transaction;

WHEREAS, it is hereby further disclosed or made known to the stockholders of the Company that Dr. Whitaker may receive additional consideration with the Transfer by way of modification of her rights and obligations with respect to her existing executive employment agreement with the Company, such that Dr. Whitaker may be considered an Interested Party with respect to the Transfer and the Transfer may be an Interested Party Transaction;

WHEREAS, each Signatory Stockholder is aware of the material facts related to the Transfer and has had an adequate opportunity to ask questions regarding, and investigate the nature of, the relationships and/or interests of the Interested Parties with and in the Company in connection with the Transfer; and

WHEREAS, after careful consideration of all factors each Signatory Stockholder has determined to be relevant, including the participation of the Interested Parties in the Transfer and the consideration each Interested Party may receive, each Signatory Stockholder has determined that the terms of the Transfer and the Transfer Agreement to be fair, just and equitable to the Company and the stockholders of the Company and that it is in the best interests of the Company and the stockholders of the Company to authorize, approve and ratify the Transfer and the Transfer Agreement.

NOW, THEREFORE, IT IS:

RESOLVED, that each Signatory Stockholder, having been fully apprised of all of the material facts relevant to the Transfer, the Transfer Agreement and the Interested Party Transactions, hereby determines that the Transfer and the Transfer Agreement are fair, just and equitable to and in the best interests of the Company and the stockholders of the Company and authorize, approve and ratify the Transfer and Transfer Agreement, notwithstanding the fact that such transaction may be an Interested Party Transaction with respect to one or more persons.

Approval of Care Coordination Activities

WHEREAS, as set forth in the Transfer Agreement, the Company has entered into a Care Coordination Services Agreement (the "Care Coordination Agreement"), by and between the Company (or a subsidiary thereof) and Acquiring MCO, pursuant to which the Company (or a subsidiary thereof) will provide administrative and care management services to Acquiring MCO with respect to the current enrollees of Acquiring MCO's Health Choice Illinois Medicaid Plan;

WHEREAS, upon the expiration or earlier termination of the Care Coordination Agreement and the running off of Original MCO's health maintenance organization activities and obligations, the Company may desire to engage, through one or more affiliates, in the business of providing care coordination services to and performing care coordination activities for residents of the State of Illinois (collectively "Care Coordination Activities");

WHEREAS, after careful consideration, each Signatory Stockholder deems that it is in the

best interests of the Company and the stockholders of the Company that the Company engage in Care Coordination Activities.

NOW, THEREFORE, IT IS:

RESOLVED, that the current and future engagement in Care Coordination Activities by the Company or its affiliates be, and hereby is, irrevocably and unconditionally authorized, approved, adopted, confirmed and ratified in all respects;

RESOLVED, that the foregoing resolution shall constitute approval for all purposes under the DGCL, the Charter, the Bylaws and the Shareholders' Agreement; and

RESOLVED, that (i) the Authorized Persons be, and hereby are, authorized and directed to execute and deliver all such further agreements, certificates, instruments, documents and filings and do or cause to be done any and all such acts and things, including, but not limited to, forming a new affiliate of the Company, as they may deem necessary or desirable to carry out Care Coordination Activities and (ii) any and all prior actions taken by the Authorized Persons and directors of the Company in connection with Care Coordination Activities be, and hereby are, ratified, confirmed and approved in all respects.

Waiver of Notice Requirements

RESOLVED, that each Signatory Stockholder hereby irrevocably and unconditionally waives any and all notice requirements required to be given to such Signatory Stockholder as a stockholder of the Company under the DGCL or otherwise in connection with the Transfer, the Transfer Agreement and the actions taken by this Written Consent, including, without limitation, those required under the DGCL, the Charter, the Bylaws or the Shareholders' Agreement.

Release

RESOLVED, that, for good and valuable consideration (including, without limitation, in the representations, warranties, covenants and agreements under the Transfer Agreement, the Care Coordination Agreement and any agreements or instruments entered into in connection thereof and the consummation of the transactions contemplated thereby), the receipt and sufficiency of which are hereby acknowledged, to the fullest extent permissible under applicable law, each Signatory Stockholder, in each case, on behalf of itself and each of its officers, directors, managers, employees, consultants, agents, financial advisors, attorneys, accountants, other advisors, affiliates and other representatives under its control, including, for the avoidance of doubt, each of its respective predecessors, successors, assigns, heirs, and subsidiaries, affiliates and representatives under such party's control, and any and all other persons or entities that may purport to assert any Claim (as defined in the Transfer Agreement) derivatively, by or through any of the foregoing (collectively, the "Signatory Stockholder Releasors"), (a) expressly, conclusively, absolutely, unconditionally, irrevocably, fully and forever release, waive and discharge Centene Corporation ("Centene") and Acquiring MCO from any and all known and unknown past or present Claims, including, without limitation, any Claims based on preference, fraudulent transfer, fraudulent conveyance, or other similar law, whether under 215 ILCS 5/204, the Uniform Fraudulent Transfer Act (including (740 ILCS 160/1 et seq.), the Bankruptcy Code, the Uniform Voidable Transfer Act, the Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state,

territory, possession, or the District of Columbia or any comparable laws of any jurisdiction, foreign or domestic, that any of the Signatory Stockholder Releasors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Signatory Stockholder, based on, in any way relating to, or in any manner arising from, in whole or in part, the Transfer, the Transfer Agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence (collectively, "Released Claims"), and (b) agrees (i) not to, directly or indirectly, commence, maintain, assert, authorize, support, participate in (other than as a defendant), fund, assent to or consent to any demand, claim, charge, action, suit, investigation, legal proceeding (whether at law or in equity), petition, complaint, notice of violation, arbitration or other litigation or similar proceeding, whether civil, criminal, administrative, arbitral or investigative ("Claim"), against Original MCO, Centene or Acquiring MCO or their respective corporate parents, subsidiaries and affiliates, and each of their respective officers, directors, agents, attorneys, representatives shareholders or any of their related parties arising out of or related in any way to any Released Claim, (ii) not to assist, directly or indirectly, any third party in commencing, maintaining, asserting, authorizing, supporting, participating in (other than as a defendant), funding, assenting to or consenting to any such Claim and (iii) not to, directly or indirectly, sell, transfer, assign, hypothecate, pledge, grant a participation interest in, or otherwise dispose of (other than to release such Claim), its right, title or interest in respect of any such Claim, in whole or in part.

RESOLVED, that notwithstanding anything in the foregoing resolution, nothing shall require the Signatory Stockholder Releasors to ignore, obstruct or otherwise not comply with any valid subpoena for documents, deposition or trial testimony issued by a court of competent jurisdiction in any judicial proceeding with jurisdiction over any Signatory Stockholder Releasor or to provide information, documents or testimony as otherwise required by law (collectively and generally, "Discovery Request"), and this Written Consent shall not require any Signatory Stockholder Releasor to (a) affirmatively challenge the scope, legitimacy, propriety or validity of any Discovery Request or (b) provide anything but truthful testimony and information in connection with any Discovery Request.

General Authorizing Resolution

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized and directed to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute, deliver and file, or cause to be made, executed, delivered and filed, all such agreements, undertakings, documents, instruments, certificates, tax returns and filings in the name of the Company and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of the Authorized Person executing the same, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effect or carry out fully the purpose and intent of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Persons relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Company; and

RESOLVED, that all proper agreements, undertakings, documents, instruments, certificates, tax returns and filings previously executed, delivered and/or filed, and any and all actions previously taken by any officer, director, shareholder, employee or agent of the Company

in connection with or related to the matters set forth in, or reasonably contemplated or implied by, the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects and for all purposes as the acts and deeds of the Company.

This Written Consent may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Written Consent. A signed copy of this Written Consent by facsimile, e-mail or other means of electronic signature shall be deemed to have the same legal effect as an original signed copy of this Written Consent.

[Signature Page Follows]

IN WITNESS WHEREOF, each Signatory Stockholder has executed this Written Consent on the date set forth below.

INDIVIDUAL SIGNATORY STOCKHOLDER:

_____

(Name)

_____

(Print)

Date: _____

IN WITNESS WHEREOF, each Signatory Stockholder has executed this Written Consent on the date set forth below.

ENTITY SIGNATORY STOCKHOLDER:

_____
(Entity Name)

_____
(Signature of Authorized Person)

_____
(Name of Authorized Person)

_____
(Title)

Date: _____

Exhibit A

Transfer Agreement

See attached.

Exhibit E
Form of Original MCO Stockholder Written Consent

[Attached]

WRITTEN CONSENT
OF THE
SOLE STOCKHOLDER
OF
NEXTLEVEL HEALTH PARTNERS, INC.

The undersigned, being the sole holder of all of the outstanding shares of voting capital stock (the "Signatory Stockholder") of NextLevel Health Partners, Inc., an Illinois corporation (the "Company"), hereby consents to and adopts the following resolutions by written consent pursuant to and in accordance with Section 7.10 and Section 11.60 of the Illinois Business Corporation Act of 1983, as amended, (the "BCA"), and the Amended and Restated Bylaws of the Company, effective as of December 28, 2017 (the "Bylaws"), in lieu of taking such action at a special meeting of the stockholders of the Company, which resolutions shall be, and hereby are, in all respects, fully adopted, ratified and confirmed:

Approval of Transfer and Member Transfer Agreement

WHEREAS, the Company has entered into a Member Transfer Agreement (the "Transfer Agreement"), by and among Meridian Health Plan of Illinois, an Illinois domestic health maintenance organization ("Acquiring MCO"), the Company and NextLevel Health Innovations, Inc., a Delaware corporation ("NextLevel Parent"), a copy of which is attached hereto as Exhibit A, pursuant to which the Company will transfer all individual residents of the State of Illinois to whom the Company provides services through HealthChoice Illinois Contract No. 2018-24-801 (collectively, the "Transferred Covered Members") to Acquiring MCO, such that, upon the consummation of the transaction, the Transferred Covered Members will cease to be covered by the Company and shall become covered by Acquiring MCO (the "Transfer");

WHEREAS, pursuant to resolutions adopted by written consent dated June ___, 2020, the board of directors of the Company (the "Board") unanimously (i) approved and declared advisable the Transfer Agreement and the consummation of the Transfer and the other transactions contemplated thereby, (ii) determined that the terms of the Transfer Agreement, the Transfer and the other transactions contemplated thereby are fair to, and in the best interests of, the Company and the sole stockholder of the Company, (iii) directed that the Transfer Agreement, the Transfer and the other transactions contemplated thereby be submitted to the sole stockholder of the Company for its adoption and approval, and (iv) recommended that the sole stockholder of the Company adopt and approve the Transfer Agreement, the Transfer and the other transactions contemplated thereby;

WHEREAS, the Signatory Stockholder has reviewed the Transfer Agreement and such other information as it believes necessary to make an informed decision concerning its vote on the approval and adoption of the Transfer Agreement, including, without limitation, the restrictions and obligations imposed on the Company by the Order of Conservation of Assets and Injunctive Relief, dated June 9, 2020, issued by the Circuit Court of Cook County, Chancery Division, as amended (the "Conservation Order"), and the Signatory Stockholder confirms that it has had a reasonable time and opportunity to consult with its legal, tax and/or financial advisor(s), if desired, regarding the consequences of the Transfer and the Transfer Agreement and the other transactions contemplated thereby; and

WHEREAS, after careful consideration, the Signatory Stockholder (i) deems that it is in the best interests of the Company and the stockholders of the Company to consummate the Transfer and (ii) desires to approve and adopt the Transfer and the Transfer Agreement and the other transactions contemplated thereby.

NOW, THEREFORE, IT IS:

RESOLVED, that the Transfer and the Transfer Agreement and the other transactions contemplated thereby (including, without limitation, the execution of the Note Termination Letter Agreement (as defined therein), the execution of the Services Agreement Termination Letter Agreement (as defined therein), the execution of the Care Coordination Agreement (as defined therein), the transfer and surrender of Transferred Covered Members and Transferred Information (as defined therein) of the Company, the transfer consideration, and the arrangements relating to the run-off, indemnification and other holdback obligations as further described below) are hereby irrevocably and unconditionally authorized, approved, adopted, confirmed and ratified in all respects;

RESOLVED, that the undersigned consents to the deposit, pursuant to the Transfer Agreement, of a portion of the Purchase Price (as defined therein) to satisfy, in accordance with Section 1.7(c) of the Transfer Agreement, for the Run-off Amount (as defined therein);

RESOLVED, that the foregoing resolution shall constitute approval for all purposes under the Transfer Agreement, the Conservation Order, the BCA, the Amended & Restated Articles of Incorporation of the Company, effective as of January 22, 2018 (the "Articles") and the Bylaws;

RESOLVED, that the undersigned consents and agrees to execute and deliver all agreements and other documents contemplated to be delivered by the Company under the Transfer Agreement and the Conservation Order, and consents and agrees to be bound by all of the terms and conditions of the Transfer Agreement and the Conservation Order applicable to the Signatory Stockholder; and

RESOLVED, that (i) the execution and delivery of the Transfer Agreement and the other transactions contemplated thereby by the officers of the Company (the "Authorized Persons") for and on behalf of the Company be, and hereby are, authorized, approved and ratified, as applicable, (ii) the Authorized Persons be, and hereby are, authorized and directed to execute and deliver all such further agreements, certificates, instruments, documents and filings and do or cause to be done any and all such acts and things as they may deem necessary or desirable for the performance in full of all obligations of the Company under the Transfer Agreement, the Conservation Order, and the other transactions contemplated thereby and (iii) any and all prior actions taken by the Authorized Persons and directors of the Company in connection with the Transfer, the Transfer Agreement, the Conservation Order, and the others transactions contemplated thereby be, and hereby are, ratified, confirmed and approved in all respects.

Waiver of Notice Requirements

RESOLVED, that the Signatory Stockholder hereby irrevocably and unconditionally waives any and all notice requirements required to be given to it as a stockholder of the Company under the BCA or otherwise in connection with the Transfer, the Transfer Agreement, the

Conservation Order and the actions taken by this Written Consent, including, without limitation, those required under the BCA, the Articles, or the Bylaws.

General Authorizing Resolution

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized and directed to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute, deliver and file, or cause to be made, executed, delivered and filed, all such agreements, undertakings, documents, instruments, certificates, tax returns and filings in the name of the Company and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of the Authorized Person executing the same, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effect or carry out fully the purpose and intent of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Persons relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Company; and

RESOLVED, that all proper agreements, undertakings, documents, instruments, certificates, tax returns and filings previously executed, delivered and/or filed, and any and all actions previously taken by any officer, director, shareholder, employee or agent of the Company in connection with or related to the matters set forth in, or reasonably contemplated or implied by, the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects and for all purposes as the acts and deeds of the Company.

This Written Consent may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Written Consent. A signed copy of this Written Consent by facsimile, e-mail or other means of electronic signature shall be deemed to have the same legal effect as an original signed copy of this Written Consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the Signatory Stockholder has executed this Written Consent on the date set forth below.

June ____, 2020

NEXTLEVEL HEALTH INNOVATIONS, INC.

_____

Dr. Cheryl R. Whitaker, Chief Executive Officer

Exhibit A

Transfer Agreement

See attached.

Exhibit F

Required Filings and Required Consents

1. Filing to and approval from the Director of the Illinois Department of Insurance pursuant 215 ILCS 125/5-3(d) in respect of the proposed transfer by NextLevel Health Partners, Inc. of all of its members to Meridian Health Plan of Illinois, Inc.
2. Filing to and approval from the Director of the Illinois Department of Healthcare and Family Services in respect of the proposed transfer by NextLevel Health Partners, Inc. of all of its members to Meridian Health Plan of Illinois, Inc.
3. The Conservator's Covenant set forth on Annex I to this Exhibit F.

Annex I

Covenant Not to Sue

Reference is made to that certain Member Transfer Agreement (the "MTA") by and between NextLevel Health Partners, Inc. (the "Domestic Insurer"), NextLevel Health Innovations, Inc. and Meridian Health Plan of Illinois, Inc. ("Meridian"). Pursuant to the MTA, upon the closing of the transactions contemplated thereunder, the Domestic Insurer will transfer to Meridian, effective as of July 1, 2020, the entirety of its membership, and neither Meridian nor any of its affiliates will assume any liabilities of the Domestic Insurer or its affiliates (including any of the liabilities expressly excluded pursuant to Section 1.4 thereof) except to the extent expressly assumed under the MTA (together, the "Membership Transfer Transaction").

Robert H. Muriel, Director of Insurance of the State of Illinois, solely in his capacity as statutory and court-affirmed Conservator of Domestic Insurer (the "Conservator"), including, without limitation, any successor conservator, rehabilitator or liquidator, agrees and covenants (the "Conservator's Covenant"): (i) not to, directly or indirectly, commence, maintain, assert, authorize, support, participate in (other than as a defendant), fund, assent to or consent to any demand, claim, charge, action, suit, investigation, legal proceeding (whether at law or in equity), petition, complaint, notice of violation, arbitration or other litigation or similar proceeding, whether civil, criminal, administrative, arbitral or investigative ("Claim") against Domestic Insurer, Centene Corporation ("Centene") or Meridian, their respective corporate parents, subsidiaries and affiliates, and each of their respective officers, directors, agents, attorneys, representatives shareholders or any of their related parties (Domestic Insurer, NextLevel Health Innovations, Inc., Centene and Meridian are the "Protected Parties") arising out of or related in any way to the Member Transfer Transaction or the MTA, and (ii) not to assist, directly or indirectly, any third party in commencing, maintaining, asserting, authorizing, supporting, participating in (other than as a defendant), funding, assenting to or consenting to any Claim against the Protected Parties arising out of or related in any way to the Member Transfer Transaction or the MTA.

The Conservator agrees and covenants not to, and shall not, in any such case directly or indirectly sell, transfer, assign, hypothecate, pledge, grant a participation interest in, or otherwise dispose of (other than to release such Claim), directly or indirectly, its right, title, or interest in respect of any Claim against the Protected Parties, as applicable, in whole or in part, arising out of or related in any way to the Member Transfer Transaction or the MTA.

The Conservator understands that the Protected Parties have relied upon this Conservator's Covenant and would not have entered into the MTA or consummate the Member Transfer Transaction absent the determinations and covenants provided herein.

The Acting Special Deputy Conservator of the Domestic Insurer submits this Conservator's Covenant on behalf of the Conservator, and with the intent to bind any successor receiver of the Domestic Insurer, regardless whether as conservator, rehabilitator or liquidator.

In deciding to enter into the Member Transfer Transaction, the Conservator understands that the Protected Parties have relied upon this Conservator's Covenant, and confirm that the covenant and determinations set forth herein are affirmative acts.

Robert H. Muriel

_____
J. Kevin Baldwin, Acting Special Deputy Conservator to Robert H. Muriel, Director of Insurance of the State of Illinois, acting solely in his capacity as Statutory and Court-Affirmed Conservator of NextLevel Health Partners, Inc.
Date: _____

Agreed to and accepted by:

Centene Corporation

_____
Christopher A. Koster
Senior Vice President, Secretary and General Counsel
Date: _____

Meridian Health Plan of Illinois, Inc.

_____
Karen E. Brach
State President
Date: _____

NextLevel Health Partners, Inc.

_____
Dr. Cheryl Whitaker
Chief Executive Officer and Chairwoman
Date: _____

NextLevel Health Innovations, Inc.

_____
Dr. Cheryl Whitaker
Chief Executive Officer and Chairwoman
Date: _____

Exhibit G

Findings of Fact, Conclusions of Law and Decretal Language

[Attached]

CONFIDENTIAL *under Statute and Regulatory and Court Orders*

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS, ex rel., ROBERT H. MURIEL, DIRECTOR OF THE ILLINOIS DEPARTMENT OF INSURANCE,	)	**This Proceeding is Confidential Under 215 ILCS 5/188.1 and pursuant to Court order**
Plaintiffs,	)	
v.	)	**No. 2020 CH 04431**
NEXTLEVEL HEALTH PARTNERS, INC., An Illinois domestic Health Maintenance Organization,	)	
Defendant.	)	

ORDER

This matter came to be heard upon the agreed motion (the "**Motion**") of NextLevel Health Partners, Inc. ("**NextLevel MCO**"), and Robert Muriel, the Illinois Director of Insurance, solely in his capacity as statutory and court-affirmed conservator of NextLevel MCO (the "**Conservator**"), for entry of an order (this "**Order**") (i) authorizing and approving the membership transfer and transactions contemplated by that certain Member Transfer Agreement (the "**Agreement**") and other Transaction Documents (as defined in the Agreement; collectively, the "**Transaction**") by and among NextLevel MCO and Meridian Health Plan of Illinois, Inc., ("**Meridian**"), due notice having been given, the Court having received evidence and argument of counsel during a sequestered and confidential hearing pursuant to 215 ILCS 5/188.1(4) the ("**Hearing**"), and otherwise being advised fully in the premises.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Agreement, as applicable.

THE COURT HEREBY FINDS AND CONCLUDES THAT:

1. The Court has exclusive jurisdiction to consider the Motion and the relief requested therein.

2. NextLevel MCO is an Illinois domiciled health maintenance organization and wholly owned subsidiary of NextLevel Health Innovations, Inc., a Delaware corporation ("**NextLevel Parent**").

3. NextLevel MCO is in conservation pursuant to this Court's Order of Conservation of Assets and Injunctive Relief entered on June 9, 2020. ("**Conservation Order**").

4. Robert Muriel, the Illinois Director of Insurance (the "**Director**"), is the statutory and court-affirmed Conservator of NextLevel MCO, appointed pursuant to 215 ILCS 5/188.1.

5. J. Kevin Baldwin is the Acting Special Deputy Conservator ("**Special Deputy**") of NextLevel MCO.

6. Meridian is an Illinois domestic health maintenance organization.

7. Centene is a Delaware corporation ("**Centene**").

8. In addition to facts established in the record of this proceeding, the Court has received into evidence:

   (a) Executed copies of the Agreement and Transaction Documents, including the Covenant Not to Sue;[1]

   (b) The Declaration of Dr. Cheryl Whitaker made under oath pursuant to 735 ILCS 5/1-109 in support of the Motion;

   (c) The Declaration of Glenn A. Giese made under oath pursuant to 735 ILCS 5/1-109 in support of the Motion;

[1] "**Covenant Not to Sue**" (also referred to as the "**Covenant**,") means that certain Conservator Covenant, by and among the Conservator, Centene Corporation, Meridian Health Plan of Illinois, Inc., NextLevel Health Partners, Inc. and NextLevel Health Innovations, Inc.

(d) The Declaration of J. Kevin Baldwin, Acting Special Deputy Conservator made under oath pursuant to 735 ILCS 5/1-109 in support of the Motion (the "S**pecial Deputy Declaration**"); and

(e) That certain form of approval letter, to be executed by the Director and addressed to Centene, evidencing regulatory approval for the Transaction pursuant to 215 ILCS 125/5-3(d) (the "**IDOI Approval Letter**"), a form of which is attached hereto as Exhibit [__].

9. The Transaction Documents were negotiated and proposed by NextLevel MCO, NextLevel Parent, Centene and Meridian, as applicable, without collusion or fraud, in good faith, and from arm's length bargaining positions.

10. The Agreement and the consummation of the Transaction are fair and reasonable and protective of the interests of NextLevel MCO, its creditors, and the individuals to whom NextLevel MCO provides services pursuant to HCIL Contract No. 2018-24-801 (the "**NLH Covered Members**").

11. Among alternatives presented to NextLevel MCO and NextLevel Parent in the last 12 months in connection with NextLevel MCO's sale process, the Transaction, including the terms and conditions set forth in the Agreement and the total consideration to be realized by NextLevel MCO thereunder: (i) is the highest and best offer received by NextLevel MCO; (ii) presents the best opportunity to realize the maximum value of NextLevel MCO's assets and avoid a decline and devaluation of such assets; (iii) is in the best interests of NextLevel MCO, its creditors, its equity holders and the NLH Covered Members; (iv) will provide a greater recovery for NextLevel MCO than would be provided by any other presently available alternative; and (v) will provide good, valid and valuable consideration.

12. No other person or entity has offered to engage in a similar Transaction for greater economic value to NextLevel MCO, its creditors, or the NLH Covered Members, than Meridian's offer pursuant to the Agreement.

13. Approval of the Transaction by NextLevel MCO's Board of Directors is an appropriate exercise of the Board's informed business judgment, taken after consideration of all relevant facts, circumstances and materials, and after consultation of legal counsel experienced in managed health care transactions, insurer receivership, and related regulatory matters.

14. Approval of the Transaction, and agreement to the Covenant (as defined in the Special Deputy Declaration), by the Special Deputy represents an appropriate exercise of his discretion, and is an affirmative act on which NextLevel MCO, Centene and Meridian may rely, and absent which NextLevel MCO, Centene and Meridian would not be willing to consummate the Transaction.

15. Absent prompt consummation of the Transaction, the value of NextLevel MCO will decline significantly.

16. The Declaration of Dr. Cheryl Whitaker and the Declaration of Glenn A. Giese are uncontroverted for purposes of the Motion, admitted into evidence and provide that NextLevel MCO attests it will be solvent and will have adequate capital and sufficient cash flow to conduct a runoff of its business under the supervision of the Director immediately after giving effect to the closing of the Transaction (the "**Closing**").

17. NextLevel MCO was free to deal with any other party interested in participating in a similar transaction and complied with applicable law in all respects and that was communicated to Centene and Meridian. NextLevel MCO has been, is, and will continue to act in good faith

if it consummates the Transaction pursuant to the Transaction Documents and NextLevel MCO believes that Centene and Meridian have been, are, and will continue to act in good faith if it consummates the Transaction pursuant to the Transaction Documents.

18. Each of Centene and Meridian, as applicable, is in all respects a good faith purchaser for value.

19. 215 ILCS 5/204, including specifically 215 ILCS 5/204(m)(A) and (C), constitute defenses to preference actions, fraudulent transfers and fraudulent conveyances, arising out of or relating to transactions such as the Agreement and Transaction that are approved by the Director in his capacity as regulator and, to the extent that the statute is applicable, would preclude the Director in his capacity as statutory rehabilitator or liquidator from seeking to avoid any part of the Transaction as a preference, fraudulent transfer, or fraudulent conveyance or seeking or requiring any additional consideration from the Protected Parties.

20. The legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein.

IT IS HEREBY ORDERED THAT:

A. The Motion is GRANTED.

B. The Conservator's approval of the Agreement and the Transaction is hereby approved.

C. The Conservator's exercise of his discretion in executing the Covenant (as defined in the Special Deputy Declaration) and the Covenant are hereby approved and the Covenant is binding on any future receiver, whether as successor conservator, liquidator, or rehabilitator.

D. This Court shall retain jurisdiction in this cause for the purpose of enforcing and

implementing the terms of this Order.

This order shall be effective immediately.

Dated at [●], [●], this [●] day of June, 2020

ENTERED:

JUDGE PRESIDING

J. Kevin Baldwin
Daniel A. Guberman
Dale Coonrod
Kevin W. Horan
Counsel to the Conservator
222 Merchandise Mart Plaza, Suite 960
Chicago, IL 60654
(312) 836-9500
Attorney #16819

Exhibit H
Form of Whitaker Release

[Attached]

FINAL

[●] [●], 2020

Centene Corporation &
Meridian Health Plan of Illinois, Inc
7700 Forsyth Boulevard
St. Louis, Missouri 63105

NextLevel Health Innovations, Inc. &
NextLevel Health Partners, Inc.
224 S. Michigan Avenue, Suite 700
Chicago, Illinois 60604

Ladies and Gentlemen

Reference is also made to the Member Transfer Agreement, dated as of June [●], 2020 (the "MTA"), by and among NextLevel Health Innovations, Inc., a Delaware corporation ("NextLevel Parent"), NextLevel Health Partners, Inc., an Illinois domiciled health maintenance organization and wholly owned subsidiary of NextLevel Parent ("Original MCO" and, together with NextLevel Parent, the "NextLevel Entities"), Meridian Health Plan of Illinois, Inc. ("Acquiring MCO"), an Illinois domestic health maintenance organization and a wholly owned subsidiary of Centene Corporation, a Delaware corporation ("Centene"). Each capitalized term used but not defined herein has the meaning given to it in the MTA.

In exchange for $100 in immediately available funds, which shall be delivered by or on behalf of Centene in accordance to wire instructions provided by Dr. Cheryl Whitaker ("Whitaker") or, if no wire instructions are provided by 9:00 a.m. Central Time on the date hereof, shall be delivered via check mailed to Dr. Cheryl Whitaker at the address for NextLevel Parent set forth above, and for other good and valuable consideration (including, without limitation, in the representations, warranties, covenants and agreements under the MTA and the Transaction Documents and the consummation of the transactions contemplated thereby (including, without limitation and the avoidance of doubt, Centene's execution and delivery of the Note Termination Letter Agreement, and the covenants and agreements thereunder)), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Release. To the fullest extent permissible under applicable law, Whitaker, on behalf of herself and her Representatives under her control, including, for the avoidance of doubt, each of her successors, assigns and heirs under her control, and any and all other Persons that may purport to assert any Claims, derivatively, by or through any of the foregoing (collectively, the "Whitaker Releasors"), (a) expressly, conclusively, absolutely, unconditionally, irrevocably, fully and forever release, waive and discharge Centene, Acquiring MCO and the NextLevel Entities from any and all known and unknown past or present Claims, including, without limitation, any Claims based on preference, fraudulent transfer, fraudulent conveyance, or other similar law, whether under 215 ILCS 5/204, the Uniform Fraudulent Transfer Act (including (740 ILCS 160/1 et seq.), the Bankruptcy Code, the Uniform Voidable Transfer Act, the Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia or any comparable laws of any jurisdiction, foreign or domestic, that any of the Whitaker Releasors would have been legally entitled to assert

in their own right (whether individually or collectively) or on behalf of Whitaker, based on, in any way relating to, or in any manner arising from, in whole or in part, the MTA or the Transaction Documents or the transactions contemplated thereby, or any other act or omission, transaction, agreement, event, or other occurrence on or before the date of this letter agreement (collectively, "Released Claims"), and (b) agrees (i) not to assist, directly or indirectly, any non-governmental third party in commencing, maintaining, asserting, authorizing, supporting, participating in (other than as a defendant), funding, assenting to or consenting to any such Claim and (ii) not to, directly or indirectly, sell, transfer, assign, hypothecate, pledge, grant a participation interest in, or otherwise dispose of (other than to release such Claim), her right, title or interest in respect of any such Claim, in whole or in part.

Notwithstanding anything to the contrary in this letter agreement, the Released Claims shall not include any Claims solely against a NextLevel Entity (but, for the avoidance of doubt, not against Centene, Meridian or any of their respective Representatives) for any severance or other benefits expressly provided for in Section V of that certain Executive Employment Agreement, dated as of April 1, 2016, by and between Original MCO and Whitaker, upon Whitaker's termination of employment from Original MCO.

Notwithstanding anything in the foregoing to the contrary, this Section 1 shall not require Whitaker to ignore, obstruct or otherwise not comply with any valid subpoena for documents, deposition or trial testimony issued by a court of competent jurisdiction in any judicial proceeding with jurisdiction over Whitaker or to provide information, documents or testimony as otherwise required by Law (collectively and generally, "Discovery Request"), and this Section 1 shall not require Whitaker to (a) affirmatively challenge the scope, legitimacy, propriety or validity of any Discovery Request or (b) provide anything but truthful testimony and information in connection with any Discovery Request.

2. Representations and Warranties. Whitaker represents and warrants to the other parties hereto that (a) she has fully legal capacity to enter into this letter agreement and agree to the covenants and agreements hereunder (including Section 1 hereof), (b) that this letter agreement has been duly and validly executed and delivered by her and constitutes a legal, valid and binding obligation of her, enforceable against her in accordance with its terms, and (c) she has reviewed with legal counsel, and fully understands, the MTA and the Transaction Documents and that her execution and delivery of this letter agreement is a condition precedent to Acquiring MCO's obligation to close the transactions contemplated by the MTA.

3. Acknowledgments. By executing and delivering this letter agreement, Whitaker hereby agrees to maintain the confidentiality of the terms and conditions of this letter agreement and to refrain from disclosing or making reference to its terms, except (a) as required by Law, including, but not limited to, compliance with any Discovery Request, (b) with her accountant or attorney for the sole purposes of obtaining, respectively, financial or legal advice or (c) with her immediate family members (the parties in clauses (b) and (c), the "Permissible Parties"); provided the Permissible Parties agree to keep the terms and existence of this letter agreement confidential.

4. Miscellaneous.

(a) Amendments; Waivers. No amendment or waiver of any provision of this letter agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto.

(b) Applicable Law; Jurisdiction; WAIVER OF JURY TRIAL. This letter agreement, and all Claims and causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) that may be based on, arise out of or relate hereto or to the negotiation, execution, performance or subject matter hereof, shall be governed by the Laws of the State of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. Each party hereto (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the U.S. District Court for the District of Delaware or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware, (b) agrees that all Claims and causes of action shall be heard and determined exclusively in the courts identified in clause (a) of this Section 3(b), (c) waives any objection to laying venue in any such Claim or cause of action in such courts and (d) waives any objection that any such court is an inconvenient forum or does not have jurisdiction over any Party. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION THAT MAY BE BASED ON, ARISE OUT OF OR RELATE HERETO OR TO THE NEGOTIATION, EXECUTION, PERFORMANCE OR SUBJECT MATTER HEREOF.**

(c) Counterparts. This letter agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be one (1) and the same instrument. Delivery of an executed counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of an original counterpart hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this letter agreement as of the date first written above.

By: _____
Name: Dr. Cheryl Whitaker

NEXTLEVEL HEALTH INNOVATIONS, INC.

By: _____
Name:
Title:

NEXTLEVEL HEALTH PARTNERS, INC.

By: _____
Name:
Title:

CENTENE CORPORATION

By: _____
Name:
Title:

MERIDIAN HEALTH PLAN OF ILLINOIS, INC.

By: _____
Name:
Title:

Exhibit I
Forms of Employee Release

[Attached]

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into between Next Level Health Partners, Inc. ("Employer" or "the Company") and **NAME** ("Employee" or "You"), and their successors, with each party intending to be bound by the terms and conditions of this Agreement. Employer and Employee are collectively referred to as "the Parties" throughout this Agreement.

WHEREAS, Employee's last day of employment with the Company is **December 31, 2020**; and

WHEREAS, Employer has agreed to the following terms and conditions related to Employee's termination status (hereinafter the "Severance").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the Parties agree to the following:

1. **Parties.** This Agreement is between you, (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents.

2. **Dates.**

   a) Employee acknowledges and agrees that your last day of employment with Employer is **December 31, 2020** (hereinafter the "Separation Date").

   b) Employee acknowledges and agrees that the "Confidential Information Return Date" is **December 31, 2020**

   c) Employee acknowledges and agrees that the opportunity to consider this agreement will end **July 2, 2020 .**

   d) Employee acknowledges and agrees to return all Company property no later than **December 31, 2020**

3. **Severance.** If you sign and do not revoke this Agreement, you will be entitled to receive the following (collectively the "Severance"):

   a) **Payment.** You will receive a lump sum payment of **$SALARY** minus legally required federal and state payroll deductions. This payment represents 1 month (s) of your annual salary.

   b) **COBRA.** Your coverage under the Company's benefit plans shall cease on **December 31, 2020** . You may elect continued coverage under the group health benefit plans pursuant to COBRA or applicable state law, if any. You

will be separately informed in writing of your continuation rights and obligations under COBRA or other applicable law.

4. **General Release.** In exchange for the Severance described in Section 3, you are waiving and releasing all known or unknown claims and causes of action you have or may have, as of the day you sign this Agreement, against Employer arising out of your employment with Employer, including your resignation from employment. The claims you are releasing include, but are not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, The Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), the Illinois Warn Act, the Employee Retirement Income Security Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA") and/or any and all other federal, state, local, or municipal employment discrimination statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, retaliation, union activities, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

5. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law. Also excluded from the General Release is your right to file a charge with an administrative agency or participate in any federal, state or local agency (collectively, "Government Entity") investigation. You are, however, waiving your right to recover money in connection with any such charge or investigation. You are also waiving your right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.

6. **Covenant Not to Sue.** Besides waiving and releasing the claims covered by Section 4, you further agree that you will not sue Employer in any forum for any reason covered

by the General Release language in Section 4 above. Notwithstanding this Covenant Not to Sue, you may bring a claim against Employer to enforce this Agreement. If you sue Employer in violation of this Agreement, you shall be liable to Employer for its reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

7. **Confidential Information.** You acknowledge that, during the course of your employment with Employer, you received information that concerned Employer's financial, legal, and other business affairs; and personal information regarding potential and actual employees and contractors ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, Employer's unique plans, strategies and information concerning marketing, Company administration and management, recruiting and staffing, financing, client lists, billing rates, proposals submitted, growth objectives, trade secrets, contracts, contract negotiations, systems, policies, employee relations matters, research and development and all other non-public information which relates to Employer's business.

- You agree that you will not at any time, divulge to any other entity or person any Confidential Information.

- You agree that you will not at any time after the Termination Date, with respect to third parties, act as a Company representative or official.

- You agree to return to the Company, all physical and electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date.

- You agree to delete all electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date. This includes files which have been saved to any personal computers and/or electronic devices.

- If any part of this Section 7 is construed to be invalid or unenforceable, the same shall not affect the remainder of this section, which shall be given full effect, without regard to the invalid portions.

- If you breach this Section 7, Employer shall be entitled to have this section specifically enforced by any court having jurisdiction. You acknowledge and agree that any such breach will cause irreparable injury to Employer, which money damages will not adequately remedy. You further agree that if you breach (or attempt or threaten to breach) this Section 7, Employer shall be entitled to seek injunctive relief in any court having jurisdiction.

- You agree that the Severance provided under this Agreement shall not commence until you have delivered to Employer all Confidential Information that you may possess or that is under your control.

8. **Employee Acknowledgments.** You also agree that you: (i) have been paid for all hours worked; and (ii) have not suffered any on-the-job injury for which you have not already filed a claim.

9. **Confidentiality.** You further agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amount(s) of the Severance discussed herein, except that you may make necessary disclosures to your attorney or tax advisor. The Severance referenced in Section 3 of this Agreement are conditioned on your abiding by the terms, conditions and covenants of this Agreement, including but not limited to keeping the confidentiality promise contained herein. You also acknowledge Employer's right to enforce the confidentiality provisions of this Agreement in any court of competent jurisdiction. You further agree that if you breach the confidentiality provisions of this Agreement, Employer will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief, plus its reasonable attorneys' fees incurred in enforcing this provision.

10. **Non-Disparagement.** You (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents, acknowledge and agree that the Parties will not provide information, issue statements, or take any action, directly or indirectly, that would cause You or Employer embarrassment or humiliation or otherwise cause or contribute to You or Employer being held in disrepute.

11. **Return of Employer Property.** If any of Employer's property remains in your possession, you must, **no later December 31, 2020** return such property to Employer. This includes, but is not limited to keys, identification badge, credit/calling cards, laptop computer, information technology equipment, documents, reports and records, and other property of Employer in your possession or control. You agree not to keep, transfer or use any copies or excerpts of any of the above items.

12. **Non-Admissions.** The fact and terms of this Agreement are not an admission by Employer of liability or other wrongdoing under any law.

13. **Older Workers' Benefits Protection Act.** In addition to the other provisions in this Agreement, you acknowledge that the information in the following paragraphs is included for the express purpose of complying with the Older Workers' Benefits Protection Act, 29 U.S.C. §626(f):

a) Employee was under 40 years of age on Employee's Resignation Date from the Employer and when Employee signed this Agreement. Employee realizes there are many laws and regulations prohibiting employment discrimination or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims, including the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). Employee hereby waives and releases any rights or claims Employee may have under the ADEA against the Employer. Employee

acknowledges and agrees that both Parties have complied in full with the waiting period and revocation period described in this Agreement.

b) Employee acknowledges and agrees that the Severance payable pursuant to this Agreement in exchange for the waiver and release of Employee's rights under the ADEA are greater than those to which Employee is otherwise entitled to receive. Further, the Parties acknowledge that Employee is not waiving any right or claim that may arise after the date of Employee's execution and delivery of this Agreement.

14. **Cooperation in Legal Proceedings.**

a) You agree to make yourself available for such periods of time as reasonably requested by Employer concerning any matter about which you gained knowledge in the course of your employment, and to cooperate with Employer and/or its affiliates in the event of a governmental investigation, legal proceedings, or other inquiries; and to provide assistance, including providing truthful testimony or statements, for which no additional Severance will be paid except for reimbursement of your reasonable documented costs and expenses related thereto.

b) In the event that you receive any request for information relating to the Company pursuant to any court order, subpoena or other judicial process, then, except as prohibited by law, you agree to promptly notify the Company at legal@nlhpartners.com. You further agree to take all reasonable steps requested by Employer to defend against compulsory disclosure and permit Employer to control with counsel of its choice any proceeding relating to the compulsory disclosure.

15. **Unemployment Benefits.** Employer agrees that it will not contest any claim for unemployment benefits which you may file. However, to the extent that a state unemployment insurance agency seeks information from Employer regarding your employment, You and Employer acknowledge and agree that Employer will not withhold or misstate any information.

16. **Neutral Reference.** In the event Employer receives requests for references from third parties, Employer shall only provide your last title and salary, and dates of employment.

17. **Additional Employee Acknowledgments.** Before signing this Agreement, you also agree and acknowledge that:

a) you are competent as a matter of law to enter into this Agreement;

b) you are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance; you have not been coerced, threatened, or intimidated into signing this Agreement;

c) you have, by this Agreement, been advised by the Company to consult with an attorney before signing this Agreement and such consultation with your

attorney will occur is so desired by you prior to your execution of this Agreement;

d) the Severance described in in this Agreement constitutes valid and sufficient consideration for the terms, conditions and covenants contained in this Agreement, and you are not otherwise entitled to the Severance described herein.

e) you agree to maintain your current standard of performance while performing any services for or providing any information to NextLevel. More specifically, you agree to continue to demonstrate your current skill level and utilize your current knowledge level to meet performance expectations. You agree and understand that failure to meet these standards may result in termination of employment prior to December 31, 2020, resulting in this agreement will be null and void.

18. **Waiting Period/Revocation/Payment.** You were given the opportunity to consider this Agreement for not less than fourteen (14) days before signing it. If you sign this Agreement, you will have the right to revoke it for a period of seven (7) days, if you change your mind after you sign this Agreement. If you want to revoke the Agreement, you must deliver a written revocation to Keena Brown, HR Operations Manager, at HR@nlhpartners.com within seven (7) days after you signed it. If you do not revoke this Agreement, you will receive the Post-Resignation Consideration described above in Section 3 upon expiration of the seven (7) days revocation period.

19. **Governing Law/Severability.** This Agreement, its interpretation, plus all rights and remedies relating to this Agreement, shall be governed by the laws of the State of Illinois. If any part of this Agreement is found to be invalid, the rest of the Agreement will be enforceable.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between You the Employee and the Employer and supersedes any other written or oral understandings. No other promises, agreements, or amendments to this Agreement shall be binding unless in writing and signed by both parties.

21. **Arbitration of Disputes Regarding this Agreement**. THE PARTIES AGREE THAT DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION CONDUCTED IN CHICAGO, ILLINOIS UNDER THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO EMPLOYMENT DISPUTES THEN IN EFFECT. ANY CLAIMS REGARDING OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE SUBJECT TO THIS ARBITRATION AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON BOTH PARTIES, PROVIDED,

HOWEVER, THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ALTER OR AMEND OR TO ADD TO OR DELETE FROM THE PROVISIONS OF THIS AGREEMENT IN ANY WAY. THE BURDEN OF PROOF FOR ANY DECISION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, AND JUDGMENT UPON THE ARBITRATOR'S DECISION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE, OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS, TAX ADVISORS AND/OR MEMBERS OF FIRM SENIOR MANAGEMENT AND TO FAMILY MEMBERS OF A PARTY WHO IS AN INDIVIDUAL.

The Parties have executed this Agreement on the dates indicated below.

[Signatures appear on the following page]

BEFORE SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THE FOLLOWING:

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT;

I HAVE BEEN ADVISED OF MY RIGHT TO CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

I RECEIVED A SIGNED COPY OF THIS AGREEMENT FROM EMPLOYER ON THE DATE SET FORTH NEXT TO EMPLOYER'S SIGNATURE; AND

I AM SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

EMPLOYEE	NEXT LEVEL HEALTH PARTNERS, INC.
NAME:_____	BY: _____
SIGNATURE:_____	TITLE:_____
ADDRESS: _____	
_____	
DATE_____	DATE_____

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into between Next Level Health Partners, Inc. ("Employer" or "the Company") and **«First_Name» «Last_Name»** ("Employee" or "You"), and their successors, with each party intending to be bound by the terms and conditions of this Agreement. Employer and Employee are collectively referred to as "the Parties" throughout this Agreement.

WHEREAS, Employee's last day of employment with the Company is **«Term_Date»**; and

WHEREAS, Employer has agreed to the following terms and conditions related to Employee's termination status (hereinafter the "Severance").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the Parties agree to the following:

1. **Parties.** This Agreement is between you, (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents.

2. **Dates.**

   a) Employee acknowledges and agrees that your last day of employment with Employer is **«Term_Date»** (hereinafter the "Separation Date").

   b) Employee acknowledges and agrees that the "Confidential Information Return Date" is **«Term_Date»**

   c) Employee acknowledges and agrees that the opportunity to consider this agreement will end **«Conf_Info_Return_Date».**

   d) Employee acknowledges and agrees to return all Company property no later than **«Term_Date»**

3. **Severance.** If you sign and do not revoke this Agreement, you will be entitled to receive the following (collectively the "Severance"):

   a) **Payment.** You will receive a lump sum payment of **«Severance_Amount»** minus legally required federal and state payroll deductions. This payment represents «Sev_Months» month (s) of your annual salary.

   b) **COBRA.** Your coverage under the Company's benefit plans shall cease on **«Benefits_Cease_Date»**. You may elect continued coverage under the group health benefit plans pursuant to COBRA or applicable state law, if

any. You will be separately informed in writing of your continuation rights and obligations under COBRA or other applicable law.

4. **General Release.** In exchange for the Severance described in Section 3, you are waiving and releasing all known or unknown claims and causes of action you have or may have, as of the day you sign this Agreement, against Employer arising out of your employment with Employer, including your resignation from employment. The claims you are releasing include, but are not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, The Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), the Illinois Warn Act, the Employee Retirement Income Security Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA") and/or any and all other federal, state, local, or municipal employment discrimination statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, retaliation, union activities, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

5. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law. Also excluded from the General Release is your right to file a charge with an administrative agency or participate in any federal, state or local agency (collectively, "Government Entity") investigation. You are, however, waiving your right to recover money in connection with any such charge or investigation. You are also waiving your right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.

6. **Covenant Not to Sue.** Besides waiving and releasing the claims covered by Section 4, you further agree that you will not sue Employer in any forum for any reason covered

by the General Release language in Section 4 above. Notwithstanding this Covenant Not to Sue, you may bring a claim against Employer to enforce this Agreement. If you sue Employer in violation of this Agreement, you shall be liable to Employer for its reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

7. **Confidential Information.** You acknowledge that, during the course of your employment with Employer, you received information that concerned Employer's financial, legal, and other business affairs; and personal information regarding potential and actual employees and contractors ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, Employer's unique plans, strategies and information concerning marketing, Company administration and management, recruiting and staffing, financing, client lists, billing rates, proposals submitted, growth objectives, trade secrets, contracts, contract negotiations, systems, policies, employee relations matters, research and development and all other non-public information which relates to Employer's business.

- You agree that you will not at any time, divulge to any other entity or person any Confidential Information.

- You agree that you will not at any time after the Termination Date, with respect to third parties, act as a Company representative or official.

- You agree to return to the Company, all physical and electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date.

- You agree to delete all electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date. This includes files which have been saved to any personal computers and/or electronic devices.

- If any part of this Section 7 is construed to be invalid or unenforceable, the same shall not affect the remainder of this section, which shall be given full effect, without regard to the invalid portions.

- If you breach this Section 7, Employer shall be entitled to have this section specifically enforced by any court having jurisdiction. You acknowledge and agree that any such breach will cause irreparable injury to Employer, which money damages will not adequately remedy. You further agree that if you breach (or attempt or threaten to breach) this Section 7, Employer shall be entitled to seek injunctive relief in any court having jurisdiction.

- You agree that the Severance provided under this Agreement shall not commence until you have delivered to Employer all Confidential Information that you may possess or that is under your control.

8. **Employee Acknowledgments.** You also agree that you: (i) have been paid for all hours worked; and (ii) have not suffered any on-the-job injury for which you have not already filed a claim.

9. **Confidentiality.** You further agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amount(s) of the Severance discussed herein, except that you may make necessary disclosures to your attorney or tax advisor. The Severance referenced in Section 3 of this Agreement are conditioned on your abiding by the terms, conditions and covenants of this Agreement, including but not limited to keeping the confidentiality promise contained herein. You also acknowledge Employer's right to enforce the confidentiality provisions of this Agreement in any court of competent jurisdiction. You further agree that if you breach the confidentiality provisions of this Agreement, Employer will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief, plus its reasonable attorneys' fees incurred in enforcing this provision.

10. **Non-Disparagement.** You (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents, acknowledge and agree that the Parties will not provide information, issue statements, or take any action, directly or indirectly, that would cause You or Employer embarrassment or humiliation or otherwise cause or contribute to You or Employer being held in disrepute.

11. **Return of Employer Property.** If any of Employer's property remains in your possession, you must, **no later «Term_Date»** return such property to Employer. This includes, but is not limited to keys, identification badge, credit/calling cards, laptop computer, information technology equipment, documents, reports and records, and other property of Employer in your possession or control. You agree not to keep, transfer or use any copies or excerpts of any of the above items.

12. **Non-Admissions.** The fact and terms of this Agreement are not an admission by Employer of liability or other wrongdoing under any law.

13. **Older Workers' Benefits Protection Act.** In addition to the other provisions in this Agreement, you acknowledge that the information in the following paragraphs is included for the express purpose of complying with the Older Workers' Benefits Protection Act, 29 U.S.C. §626(f):

a) Employee was under 40 years of age on Employee's Resignation Date from the Employer and when Employee signed this Agreement. Employee realizes there are many laws and regulations prohibiting employment discrimination or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims, including the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). Employee hereby waives and releases any rights or claims Employee may have under the ADEA against the Employer. Employee

acknowledges and agrees that both Parties have complied in full with the waiting period and revocation period described in this Agreement.

b) Employee acknowledges and agrees that the Severance payable pursuant to this Agreement in exchange for the waiver and release of Employee's rights under the ADEA are greater than those to which Employee is otherwise entitled to receive. Further, the Parties acknowledge that Employee is not waiving any right or claim that may arise after the date of Employee's execution and delivery of this Agreement.

14. **Cooperation in Legal Proceedings.**

a) You agree to make yourself available for such periods of time as reasonably requested by Employer concerning any matter about which you gained knowledge in the course of your employment, and to cooperate with Employer and/or its affiliates in the event of a governmental investigation, legal proceedings, or other inquiries; and to provide assistance, including providing truthful testimony or statements, for which no additional Severance will be paid except for reimbursement of your reasonable documented costs and expenses related thereto.

b) In the event that you receive any request for information relating to the Company pursuant to any court order, subpoena or other judicial process, then, except as prohibited by law, you agree to promptly notify the Company at legal@nlhpartners.com. You further agree to take all reasonable steps requested by Employer to defend against compulsory disclosure and permit Employer to control with counsel of its choice any proceeding relating to the compulsory disclosure.

15. **Unemployment Benefits.** Employer agrees that it will not contest any claim for unemployment benefits which you may file. However, to the extent that a state unemployment insurance agency seeks information from Employer regarding your employment, You and Employer acknowledge and agree that Employer will not withhold or misstate any information.

16. **Neutral Reference.** In the event Employer receives requests for references from third parties, Employer shall only provide your last title and salary, and dates of employment.

17. **Additional Employee Acknowledgments.** Before signing this Agreement, you also agree and acknowledge that:

a) you are competent as a matter of law to enter into this Agreement;

b) you are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance; you have not been coerced, threatened, or intimidated into signing this Agreement;

c) you have, by this Agreement, been advised by the Company to consult with an attorney before signing this Agreement and such consultation with your

attorney will occur is so desired by you prior to your execution of this Agreement;

d) the Severance described in in this Agreement constitutes valid and sufficient consideration for the terms, conditions and covenants contained in this Agreement, and you are not otherwise entitled to the Severance described herein.

18. **Waiting Period/Revocation/Payment.** You were given the opportunity to consider this Agreement for not less than fourteen (14) days before signing it. If you sign this Agreement, you will have the right to revoke it for a period of seven (7) days, if you change your mind after you sign this Agreement. If you want to revoke the Agreement, you must deliver a written revocation to Keena Brown, HR Operations Manager, at HR@nlhpartners.com within seven (7) days after you signed it. If you do not revoke this Agreement, you will receive the Post-Resignation Consideration described above in Section 3 upon expiration of the seven (7) days revocation period.

19. **Governing Law/Severability.** This Agreement, its interpretation, plus all rights and remedies relating to this Agreement, shall be governed by the laws of the State of Illinois. If any part of this Agreement is found to be invalid, the rest of the Agreement will be enforceable.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between You the Employee and the Employer and supersedes any other written or oral understandings. No other promises, agreements, or amendments to this Agreement shall be binding unless in writing and signed by both parties.

21. **Arbitration of Disputes Regarding this Agreement**. THE PARTIES AGREE THAT DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION CONDUCTED IN CHICAGO, ILLINOIS UNDER THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO EMPLOYMENT DISPUTES THEN IN EFFECT. ANY CLAIMS REGARDING OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE SUBJECT TO THIS ARBITRATION AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON BOTH PARTIES, PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ALTER OR AMEND OR TO ADD TO OR DELETE FROM THE PROVISIONS OF THIS AGREEMENT IN ANY WAY. THE BURDEN OF PROOF FOR ANY DECISION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, AND JUDGMENT UPON THE ARBITRATOR'S DECISION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM,

VACATE, OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS, TAX ADVISORS AND/OR MEMBERS OF FIRM SENIOR MANAGEMENT AND TO FAMILY MEMBERS OF A PARTY WHO IS AN INDIVIDUAL.

The Parties have executed this Agreement on the dates indicated below.

[Signatures appear on the following page]

BEFORE SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THE FOLLOWING:

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT;

I HAVE BEEN ADVISED OF MY RIGHT TO CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

I RECEIVED A SIGNED COPY OF THIS AGREEMENT FROM EMPLOYER ON THE DATE SET FORTH NEXT TO EMPLOYER'S SIGNATURE; AND

I AM SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

EMPLOYEE	NEXT LEVEL HEALTH PARTNERS, INC.
NAME:_____	BY: _____
SIGNATURE:_____	TITLE:_____
ADDRESS: _____	
_____	
DATE_____	DATE_____

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into between Next Level Health Partners, Inc. ("Employer" or "the Company") and **«First_Name» «Last_Name»** ("Employee" or "You"), and their successors, with each party intending to be bound by the terms and conditions of this Agreement. Employer and Employee are collectively referred to as "the Parties" throughout this Agreement.

WHEREAS, Employee's last day of employment with the Company is **«Term_Date»**; and

WHEREAS, Employer has agreed to the following terms and conditions related to Employee's termination status (hereinafter the "Severance").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the Parties agree to the following:

1. **Parties.** This Agreement is between you, (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents.

2. **Dates.**

   a) Employee acknowledges and agrees that your last day of employment with Employer is **«Term_Date»** (hereinafter the "Separation Date").

   b) Employee acknowledges and agrees that the "Confidential Information Return Date" is **«Term_Date»**

   c) Employee acknowledges and agrees that the opportunity to consider this agreement will end **«Conf_Info_Return_Date».**

   d) Employee acknowledges and agrees to return all Company property no later than **July 2, 2020.**

3. **Severance.** If you sign and do not revoke this Agreement, you will be entitled to receive the following (collectively the "Severance"):

   a) **Payment.** You will receive a lump sum payment of **«Severance_Amount»** minus legally required federal and state payroll deductions. This payment represents «Sev_Months» month (s) of your annual salary.

   b) **COBRA.** Your coverage under the Company's benefit plans shall cease on **«Benefits_Cease_Date»**. You may elect continued coverage under the group health benefit plans pursuant to COBRA or applicable state law, if

any. You will be separately informed in writing of your continuation rights and obligations under COBRA or other applicable law.

4. **General Release.** In exchange for the Severance described in Section 3, you are waiving and releasing all known or unknown claims and causes of action you have or may have, as of the day you sign this Agreement, against Employer arising out of your employment with Employer, including your resignation from employment. The claims you are releasing include, but are not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, The Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), the Illinois Warn Act, the Employee Retirement Income Security Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA") and/or any and all other federal, state, local, or municipal employment discrimination statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, retaliation, union activities, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

5. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law. Also excluded from the General Release is your right to file a charge with an administrative agency or participate in any federal, state or local agency (collectively, "Government Entity") investigation. You are, however, waiving your right to recover money in connection with any such charge or investigation. You are also waiving your right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.

6. **Covenant Not to Sue.** Besides waiving and releasing the claims covered by Section 4, you further agree that you will not sue Employer in any forum for any reason covered

by the General Release language in Section 4 above. Notwithstanding this Covenant Not to Sue, you may bring a claim against Employer to enforce this Agreement. If you sue Employer in violation of this Agreement, you shall be liable to Employer for its reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

7. **Confidential Information.** You acknowledge that, during the course of your employment with Employer, you received information that concerned Employer's financial, legal, and other business affairs; and personal information regarding potential and actual employees and contractors ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, Employer's unique plans, strategies and information concerning marketing, Company administration and management, recruiting and staffing, financing, client lists, billing rates, proposals submitted, growth objectives, trade secrets, contracts, contract negotiations, systems, policies, employee relations matters, research and development and all other non-public information which relates to Employer's business.

- You agree that you will not at any time, divulge to any other entity or person any Confidential Information.

- You agree that you will not at any time after the Termination Date, with respect to third parties, act as a Company representative or official.

- You agree to return to the Company, all physical and electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date.

- You agree to delete all electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date. This includes files which have been saved to any personal computers and/or electronic devices.

- If any part of this Section 7 is construed to be invalid or unenforceable, the same shall not affect the remainder of this section, which shall be given full effect, without regard to the invalid portions.

- If you breach this Section 7, Employer shall be entitled to have this section specifically enforced by any court having jurisdiction. You acknowledge and agree that any such breach will cause irreparable injury to Employer, which money damages will not adequately remedy. You further agree that if you breach (or attempt or threaten to breach) this Section 7, Employer shall be entitled to seek injunctive relief in any court having jurisdiction.

- You agree that the Severance provided under this Agreement shall not commence until you have delivered to Employer all Confidential Information that you may possess or that is under your control.

8. **Employee Acknowledgments.** You also agree that you: (i) have been paid for all hours worked; and (ii) have not suffered any on-the-job injury for which you have not already filed a claim.

9. **Confidentiality.** You further agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amount(s) of the Severance discussed herein, except that you may make necessary disclosures to your attorney or tax advisor. The Severance referenced in Section 3 of this Agreement are conditioned on your abiding by the terms, conditions and covenants of this Agreement, including but not limited to keeping the confidentiality promise contained herein. You also acknowledge Employer's right to enforce the confidentiality provisions of this Agreement in any court of competent jurisdiction. You further agree that if you breach the confidentiality provisions of this Agreement, Employer will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief, plus its reasonable attorneys' fees incurred in enforcing this provision.

10. **Non-Disparagement.** You (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents, acknowledge and agree that the Parties will not provide information, issue statements, or take any action, directly or indirectly, that would cause You or Employer embarrassment or humiliation or otherwise cause or contribute to You or Employer being held in disrepute.

11. **Return of Employer Property.** If any of Employer's property remains in your possession, you must, **no later than July 2, 2020** return such property to Employer. This includes, but is not limited to keys, identification badge, credit/calling cards, laptop computer, information technology equipment, documents, reports and records, and other property of Employer in your possession or control. You agree not to keep, transfer or use any copies or excerpts of any of the above items.

12. **Non-Admissions.** The fact and terms of this Agreement are not an admission by Employer of liability or other wrongdoing under any law.

13. **Older Workers' Benefits Protection Act.** In addition to the other provisions in this Agreement, you acknowledge that the information in the following paragraphs is included for the express purpose of complying with the Older Workers' Benefits Protection Act, 29 U.S.C. §626(f):

a) Employee was under 40 years of age on Employee's Resignation Date from the Employer and when Employee signed this Agreement. Employee realizes there are many laws and regulations prohibiting employment discrimination or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims, including the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). Employee hereby waives and releases any rights or claims Employee may have under the ADEA against the Employer. Employee

acknowledges and agrees that both Parties have complied in full with the waiting period and revocation period described in this Agreement.

b) Employee acknowledges and agrees that the Severance payable pursuant to this Agreement in exchange for the waiver and release of Employee's rights under the ADEA are greater than those to which Employee is otherwise entitled to receive. Further, the Parties acknowledge that Employee is not waiving any right or claim that may arise after the date of Employee's execution and delivery of this Agreement.

14. **Cooperation in Legal Proceedings.**

a) You agree to make yourself available for such periods of time as reasonably requested by Employer concerning any matter about which you gained knowledge in the course of your employment, and to cooperate with Employer and/or its affiliates in the event of a governmental investigation, legal proceedings, or other inquiries; and to provide assistance, including providing truthful testimony or statements, for which no additional Severance will be paid except for reimbursement of your reasonable documented costs and expenses related thereto.

b) In the event that you receive any request for information relating to the Company pursuant to any court order, subpoena or other judicial process, then, except as prohibited by law, you agree to promptly notify the Company at legal@nlhpartners.com. You further agree to take all reasonable steps requested by Employer to defend against compulsory disclosure and permit Employer to control with counsel of its choice any proceeding relating to the compulsory disclosure.

15. **Unemployment Benefits.** Employer agrees that it will not contest any claim for unemployment benefits which you may file. However, to the extent that a state unemployment insurance agency seeks information from Employer regarding your employment, You and Employer acknowledge and agree that Employer will not withhold or misstate any information.

16. **Neutral Reference.** In the event Employer receives requests for references from third parties, Employer shall only provide your last title and salary, and dates of employment.

17. **Additional Employee Acknowledgments.** Before signing this Agreement, you also agree and acknowledge that:

a) you are competent as a matter of law to enter into this Agreement;

b) you are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance; you have not been coerced, threatened, or intimidated into signing this Agreement;

c) you have, by this Agreement, been advised by the Company to consult with an attorney before signing this Agreement and such consultation with your

attorney will occur is so desired by you prior to your execution of this Agreement;

d) the Severance described in in this Agreement constitutes valid and sufficient consideration for the terms, conditions and covenants contained in this Agreement, and you are not otherwise entitled to the Severance described herein.

18. **Waiting Period/Revocation/Payment.** You were given the opportunity to consider this Agreement for not less than fourteen (14) days before signing it. If you sign this Agreement, you will have the right to revoke it for a period of seven (7) days, if you change your mind after you sign this Agreement. If you want to revoke the Agreement, you must deliver a written revocation to Keena Brown, HR Operations Manager, at HR@nlhpartners.com within seven (7) days after you signed it. If you do not revoke this Agreement, you will receive the Post-Resignation Consideration described above in Section 3 upon expiration of the seven (7) days revocation period.

19. **Governing Law/Severability.** This Agreement, its interpretation, plus all rights and remedies relating to this Agreement, shall be governed by the laws of the State of Illinois. If any part of this Agreement is found to be invalid, the rest of the Agreement will be enforceable.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between You the Employee and the Employer and supersedes any other written or oral understandings. No other promises, agreements, or amendments to this Agreement shall be binding unless in writing and signed by both parties.

21. **Arbitration of Disputes Regarding this Agreement**. THE PARTIES AGREE THAT DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION CONDUCTED IN CHICAGO, ILLINOIS UNDER THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO EMPLOYMENT DISPUTES THEN IN EFFECT. ANY CLAIMS REGARDING OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE SUBJECT TO THIS ARBITRATION AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON BOTH PARTIES, PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ALTER OR AMEND OR TO ADD TO OR DELETE FROM THE PROVISIONS OF THIS AGREEMENT IN ANY WAY. THE BURDEN OF PROOF FOR ANY DECISION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, AND JUDGMENT UPON THE ARBITRATOR'S DECISION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM,

VACATE, OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS, TAX ADVISORS AND/OR MEMBERS OF FIRM SENIOR MANAGEMENT AND TO FAMILY MEMBERS OF A PARTY WHO IS AN INDIVIDUAL.

The Parties have executed this Agreement on the dates indicated below.

[Signatures appear on the following page]

BEFORE SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THE FOLLOWING:

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT;

I HAVE BEEN ADVISED OF MY RIGHT TO CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

I RECEIVED A SIGNED COPY OF THIS AGREEMENT FROM EMPLOYER ON THE DATE SET FORTH NEXT TO EMPLOYER'S SIGNATURE; AND

I AM SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

EMPLOYEE	NEXT LEVEL HEALTH PARTNERS, INC.
NAME:_____	BY: _____
SIGNATURE:_____	TITLE:_____
ADDRESS: _____	
_____	
DATE_____	DATE_____

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into between Next Level Health Partners, Inc. ("Employer" or "the Company") and **«First_Name» «Last_Name»** ("Employee" or "You"), and their successors, with each party intending to be bound by the terms and conditions of this Agreement. Employer and Employee are collectively referred to as "the Parties" throughout this Agreement.

WHEREAS, Employee's last day of employment with the Company is **«Term_Date»**; and

WHEREAS, Employer has agreed to the following terms and conditions related to Employee's termination status (hereinafter the "Severance").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the Parties agree to the following:

1. **Parties.** This Agreement is between you, (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents.

2. **Dates.**

   a) Employee acknowledges and agrees that your last day of employment with Employer is **«Term_Date»** (hereinafter the "Separation Date").

   b) Employee acknowledges and agrees that the "Confidential Information Return Date" is **«Term_Date».**

   c) Employee acknowledges and agrees that the opportunity to consider this agreement will end **«Conf_Info_Return_Date».**

   d) Employee acknowledges and agrees to return all Company property no later than **«Term_Date».**

3. **Severance.** If you sign and do not revoke this Agreement, you will be entitled to receive the following (collectively the "Severance"):

   a) **Payment.** You will receive a lump sum payment of **«Severance_Amount»** minus legally required federal and state payroll deductions. This payment represents «Sev_Months» month (s) of your annual salary.

   b) **COBRA.** Your coverage under the Company's benefit plans shall cease on **«Benefits_Cease_Date»**. You may elect continued coverage under the group health benefit plans pursuant to COBRA or applicable state law, if

any. You will be separately informed in writing of your continuation rights and obligations under COBRA or other applicable law.

4. **General Release.** In exchange for the Severance described in Section 3, you are waiving and releasing all known or unknown claims and causes of action you have or may have, as of the day you sign this Agreement, against Employer arising out of your employment with Employer, including your resignation from employment. The claims you are releasing include, but are not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, The Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), the Illinois Warn Act, the Employee Retirement Income Security Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA") and/or any and all other federal, state, local, or municipal employment discrimination statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, retaliation, union activities, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

5. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law. Also excluded from the General Release is your right to file a charge with an administrative agency or participate in any federal, state or local agency (collectively, "Government Entity") investigation. You are, however, waiving your right to recover money in connection with any such charge or investigation. You are also waiving your right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.

6. **Covenant Not to Sue.** Besides waiving and releasing the claims covered by Section 4, you further agree that you will not sue Employer in any forum for any reason covered

by the General Release language in Section 4 above. Notwithstanding this Covenant Not to Sue, you may bring a claim against Employer to enforce this Agreement. If you sue Employer in violation of this Agreement, you shall be liable to Employer for its reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

7. **Confidential Information.** You acknowledge that, during the course of your employment with Employer, you received information that concerned Employer's financial, legal, and other business affairs; and personal information regarding potential and actual employees and contractors ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, Employer's unique plans, strategies and information concerning marketing, Company administration and management, recruiting and staffing, financing, client lists, billing rates, proposals submitted, growth objectives, trade secrets, contracts, contract negotiations, systems, policies, employee relations matters, research and development and all other non-public information which relates to Employer's business.

- You agree that you will not at any time, divulge to any other entity or person any Confidential Information.

- You agree that you will not at any time after the Termination Date, with respect to third parties, act as a Company representative or official.

- You agree to return to the Company, all physical and electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date.

- You agree to delete all electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date. This includes files which have been saved to any personal computers and/or electronic devices.

- If any part of this Section 7 is construed to be invalid or unenforceable, the same shall not affect the remainder of this section, which shall be given full effect, without regard to the invalid portions.

- If you breach this Section 7, Employer shall be entitled to have this section specifically enforced by any court having jurisdiction. You acknowledge and agree that any such breach will cause irreparable injury to Employer, which money damages will not adequately remedy. You further agree that if you breach (or attempt or threaten to breach) this Section 7, Employer shall be entitled to seek injunctive relief in any court having jurisdiction.

- You agree that the Severance provided under this Agreement shall not commence until you have delivered to Employer all Confidential Information that you may possess or that is under your control.

8. **Employee Acknowledgments.** You also agree that you: (i) have been paid for all hours worked; and (ii) have not suffered any on-the-job injury for which you have not already filed a claim.

9. **Confidentiality.** You further agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amount(s) of the Severance discussed herein, except that you may make necessary disclosures to your attorney or tax advisor. The Severance referenced in Section 3 of this Agreement are conditioned on your abiding by the terms, conditions and covenants of this Agreement, including but not limited to keeping the confidentiality promise contained herein. You also acknowledge Employer's right to enforce the confidentiality provisions of this Agreement in any court of competent jurisdiction. You further agree that if you breach the confidentiality provisions of this Agreement, Employer will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief, plus its reasonable attorneys' fees incurred in enforcing this provision.

10. **Non-Disparagement.** You (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents, acknowledge and agree that the Parties will not provide information, issue statements, or take any action, directly or indirectly, that would cause You or Employer embarrassment or humiliation or otherwise cause or contribute to You or Employer being held in disrepute.

11. **Return of Employer Property.** If any of Employer's property remains in your possession, you must, **no later than «Term_Date»** return such property to Employer. This includes, but is not limited to keys, identification badge, credit/calling cards, laptop computer, information technology equipment, documents, reports and records, and other property of Employer in your possession or control. You agree not to keep, transfer or use any copies or excerpts of any of the above items.

12. **Non-Admissions.** The fact and terms of this Agreement are not an admission by Employer of liability or other wrongdoing under any law.

13. **Older Workers' Benefits Protection Act.** In addition to the other provisions in this Agreement, you acknowledge that the information in the following paragraphs is included for the express purpose of complying with the Older Workers' Benefits Protection Act, 29 U.S.C. §626(f):

a) Employee was at least 40 years of age on Employee's Resignation Date from the Employer and when Employee signed this Agreement. Employee realizes there are many laws and regulations prohibiting employment discrimination or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims, including the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). Employee hereby waives and releases any rights or claims Employee may have under the ADEA against the Employer. Employee

acknowledges and agrees that both Parties have complied in full with the waiting period and revocation period described in this Agreement.

b) Employee acknowledges and agrees that the Severance payable pursuant to this Agreement in exchange for the waiver and release of Employee's rights under the ADEA are greater than those to which Employee is otherwise entitled to receive. Further, the Parties acknowledge that Employee is not waiving any right or claim that may arise after the date of Employee's execution and delivery of this Agreement.

14. **Cooperation in Legal Proceedings.**

a) You agree to make yourself available for such periods of time as reasonably requested by Employer concerning any matter about which you gained knowledge in the course of your employment, and to cooperate with Employer and/or its affiliates in the event of a governmental investigation, legal proceedings, or other inquiries; and to provide assistance, including providing truthful testimony or statements, for which no additional Severance will be paid except for reimbursement of your reasonable documented costs and expenses related thereto.

b) In the event that you receive any request for information relating to the Company pursuant to any court order, subpoena or other judicial process, then, except as prohibited by law, you agree to promptly notify the Company at legal@nlhpartners.com. You further agree to take all reasonable steps requested by Employer to defend against compulsory disclosure and permit Employer to control with counsel of its choice any proceeding relating to the compulsory disclosure.

15. **Unemployment Benefits.** Employer agrees that it will not contest any claim for unemployment benefits which you may file. However, to the extent that a state unemployment insurance agency seeks information from Employer regarding your employment, You and Employer acknowledge and agree that Employer will not withhold or misstate any information.

16. **Neutral Reference.** In the event Employer receives requests for references from third parties, Employer shall only provide your last title and salary, and dates of employment.

17. **Additional Employee Acknowledgments.** Before signing this Agreement, you also agree and acknowledge that:

a) you are competent as a matter of law to enter into this Agreement;

b) you are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance; you have not been coerced, threatened, or intimidated into signing this Agreement;

c) you have, by this Agreement, been advised by the Company to consult with an attorney before signing this Agreement and such consultation with your attorney will occur is so desired by you prior to your execution of this Agreement;

d) the Severance described in in this Agreement constitutes valid and sufficient consideration for the terms, conditions and covenants contained in this Agreement, and you are not otherwise entitled to the Severance described herein.

e) you agree to maintain your current standard of performance while performing any services for or providing any information to NextLevel. More specifically, you agree to continue to demonstrate your current skill level and utilize your current knowledge level to meet performance expectations. You agree and understand that failure to meet these standards may result in termination of employment prior to December 31, 2020, resulting in this agreement will be null and void.

18. **Waiting Period/Revocation/Payment.** You were given the opportunity to consider this Agreement for not less than twenty-one (21) days before signing it. If you sign this Agreement, you will have the right to revoke it for a period of seven (7) days, if you change your mind after you sign this Agreement. If you want to revoke the Agreement, you must deliver a written revocation to Keena Brown, HR Operations Manager, at HR@nlhpartners.com within seven (7) days after you signed it. If you do not revoke this Agreement, you will receive the Post-Resignation Consideration described above in Section 3 upon expiration of the seven (7) days revocation period.

19. **Governing Law/Severability.** This Agreement, its interpretation, plus all rights and remedies relating to this Agreement, shall be governed by the laws of the State of Illinois. If any part of this Agreement is found to be invalid, the rest of the Agreement will be enforceable.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between You the Employee and the Employer and supersedes any other written or oral understandings. No other promises, agreements, or amendments to this Agreement shall be binding unless in writing and signed by both parties.

21. **Arbitration of Disputes Regarding this Agreement**. THE PARTIES AGREE THAT DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION CONDUCTED IN CHICAGO, ILLINOIS UNDER THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO EMPLOYMENT DISPUTES THEN IN EFFECT. ANY CLAIMS REGARDING OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE SUBJECT TO THIS ARBITRATION AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON BOTH PARTIES, PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ALTER OR AMEND OR TO ADD TO OR DELETE FROM THE PROVISIONS OF THIS AGREEMENT IN ANY WAY. THE BURDEN OF PROOF FOR ANY DECISION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, AND JUDGMENT UPON THE ARBITRATOR'S DECISION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE, OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS, TAX ADVISORS AND/OR MEMBERS OF FIRM SENIOR MANAGEMENT AND TO FAMILY MEMBERS OF A PARTY WHO IS AN INDIVIDUAL.

The Parties have executed this Agreement on the dates indicated below.

[Signatures appear on the following page]

BEFORE SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THE FOLLOWING:

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT;

I HAVE BEEN ADVISED OF MY RIGHT TO CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

I RECEIVED A SIGNED COPY OF THIS AGREEMENT FROM EMPLOYER ON THE DATE SET FORTH NEXT TO EMPLOYER'S SIGNATURE; AND

I AM SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

EMPLOYEE	NEXT LEVEL HEALTH PARTNERS, INC.
NAME:_____	BY: _____
SIGNATURE:_____	TITLE:_____
ADDRESS: _____	
_____	
DATE_____	DATE_____

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into between Next Level Health Partners, Inc. ("Employer" or "the Company") and **«First_Name» «Last_Name»** ("Employee" or "You"), and their successors, with each party intending to be bound by the terms and conditions of this Agreement. Employer and Employee are collectively referred to as "the Parties" throughout this Agreement.

WHEREAS, Employee's last day of employment with the Company is **«Term_Date»**; and

WHEREAS, Employer has agreed to the following terms and conditions related to Employee's termination status (hereinafter the "Severance").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the Parties agree to the following:

1. **Parties.** This Agreement is between you, (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents.

2. **Dates.**

   a) Employee acknowledges and agrees that your last day of employment with Employer is **«Term_Date»** (hereinafter the "Separation Date").

   b) Employee acknowledges and agrees that the "Confidential Information Return Date" is **«Term_Date».**

   c) Employee acknowledges and agrees that the opportunity to consider this agreement will end **«Conf_Info_Return_Date».**

   d) Employee acknowledges and agrees to return all Company property no later than **«Term_Date».**

3. **Severance.** If you sign and do not revoke this Agreement, you will be entitled to receive the following (collectively the "Severance"):

   a) **Payment.** You will receive a lump sum payment of **«Severance_Amount»** minus legally required federal and state payroll deductions. This payment represents «Sev_Months» month (s) of your annual salary.

   b) **COBRA.** Your coverage under the Company's benefit plans shall cease on **«Benefits_Cease_Date»**. You may elect continued coverage under the group health benefit plans pursuant to COBRA or applicable state law, if

any. You will be separately informed in writing of your continuation rights and obligations under COBRA or other applicable law.

4. **General Release.** In exchange for the Severance described in Section 3, you are waiving and releasing all known or unknown claims and causes of action you have or may have, as of the day you sign this Agreement, against Employer arising out of your employment with Employer, including your resignation from employment. The claims you are releasing include, but are not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, The Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), the Illinois Warn Act, the Employee Retirement Income Security Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA") and/or any and all other federal, state, local, or municipal employment discrimination statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, retaliation, union activities, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

5. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law. Also excluded from the General Release is your right to file a charge with an administrative agency or participate in any federal, state or local agency (collectively, "Government Entity") investigation. You are, however, waiving your right to recover money in connection with any such charge or investigation. You are also waiving your right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.

6. **Covenant Not to Sue.** Besides waiving and releasing the claims covered by Section 4, you further agree that you will not sue Employer in any forum for any reason covered

by the General Release language in Section 4 above. Notwithstanding this Covenant Not to Sue, you may bring a claim against Employer to enforce this Agreement. If you sue Employer in violation of this Agreement, you shall be liable to Employer for its reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

7. **Confidential Information.** You acknowledge that, during the course of your employment with Employer, you received information that concerned Employer's financial, legal, and other business affairs; and personal information regarding potential and actual employees and contractors ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, Employer's unique plans, strategies and information concerning marketing, Company administration and management, recruiting and staffing, financing, client lists, billing rates, proposals submitted, growth objectives, trade secrets, contracts, contract negotiations, systems, policies, employee relations matters, research and development and all other non-public information which relates to Employer's business.

- You agree that you will not at any time, divulge to any other entity or person any Confidential Information.

- You agree that you will not at any time after the Termination Date, with respect to third parties, act as a Company representative or official.

- You agree to return to the Company, all physical and electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date.

- You agree to delete all electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date. This includes files which have been saved to any personal computers and/or electronic devices.

- If any part of this Section 7 is construed to be invalid or unenforceable, the same shall not affect the remainder of this section, which shall be given full effect, without regard to the invalid portions.

- If you breach this Section 7, Employer shall be entitled to have this section specifically enforced by any court having jurisdiction. You acknowledge and agree that any such breach will cause irreparable injury to Employer, which money damages will not adequately remedy. You further agree that if you breach (or attempt or threaten to breach) this Section 7, Employer shall be entitled to seek injunctive relief in any court having jurisdiction.

- You agree that the Severance provided under this Agreement shall not commence until you have delivered to Employer all Confidential Information that you may possess or that is under your control.

8. **Employee Acknowledgments.** You also agree that you: (i) have been paid for all hours worked; and (ii) have not suffered any on-the-job injury for which you have not already filed a claim.

9. **Confidentiality.** You further agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amount(s) of the Severance discussed herein, except that you may make necessary disclosures to your attorney or tax advisor. The Severance referenced in Section 3 of this Agreement are conditioned on your abiding by the terms, conditions and covenants of this Agreement, including but not limited to keeping the confidentiality promise contained herein. You also acknowledge Employer's right to enforce the confidentiality provisions of this Agreement in any court of competent jurisdiction. You further agree that if you breach the confidentiality provisions of this Agreement, Employer will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief, plus its reasonable attorneys' fees incurred in enforcing this provision.

10. **Non-Disparagement.** You (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents, acknowledge and agree that the Parties will not provide information, issue statements, or take any action, directly or indirectly, that would cause You or Employer embarrassment or humiliation or otherwise cause or contribute to You or Employer being held in disrepute.

11. **Return of Employer Property.** If any of Employer's property remains in your possession, you must, **no later than «Term_Date»** return such property to Employer. This includes, but is not limited to keys, identification badge, credit/calling cards, laptop computer, information technology equipment, documents, reports and records, and other property of Employer in your possession or control. You agree not to keep, transfer or use any copies or excerpts of any of the above items.

12. **Non-Admissions.** The fact and terms of this Agreement are not an admission by Employer of liability or other wrongdoing under any law.

13. **Older Workers' Benefits Protection Act.** In addition to the other provisions in this Agreement, you acknowledge that the information in the following paragraphs is included for the express purpose of complying with the Older Workers' Benefits Protection Act, 29 U.S.C. §626(f):

a) Employee was at least 40 years of age on Employee's Resignation Date from the Employer and when Employee signed this Agreement. Employee realizes there are many laws and regulations prohibiting employment discrimination or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims, including the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). Employee hereby waives and releases any rights or claims Employee may have under the ADEA against the Employer. Employee

acknowledges and agrees that both Parties have complied in full with the waiting period and revocation period described in this Agreement.

b) Employee acknowledges and agrees that the Severance payable pursuant to this Agreement in exchange for the waiver and release of Employee's rights under the ADEA are greater than those to which Employee is otherwise entitled to receive. Further, the Parties acknowledge that Employee is not waiving any right or claim that may arise after the date of Employee's execution and delivery of this Agreement.

14. **Cooperation in Legal Proceedings.**

a) You agree to make yourself available for such periods of time as reasonably requested by Employer concerning any matter about which you gained knowledge in the course of your employment, and to cooperate with Employer and/or its affiliates in the event of a governmental investigation, legal proceedings, or other inquiries; and to provide assistance, including providing truthful testimony or statements, for which no additional Severance will be paid except for reimbursement of your reasonable documented costs and expenses related thereto.

b) In the event that you receive any request for information relating to the Company pursuant to any court order, subpoena or other judicial process, then, except as prohibited by law, you agree to promptly notify the Company at legal@nlhpartners.com. You further agree to take all reasonable steps requested by Employer to defend against compulsory disclosure and permit Employer to control with counsel of its choice any proceeding relating to the compulsory disclosure.

15. **Unemployment Benefits.** Employer agrees that it will not contest any claim for unemployment benefits which you may file. However, to the extent that a state unemployment insurance agency seeks information from Employer regarding your employment, You and Employer acknowledge and agree that Employer will not withhold or misstate any information.

16. **Neutral Reference.** In the event Employer receives requests for references from third parties, Employer shall only provide your last title and salary, and dates of employment.

17. **Additional Employee Acknowledgments.** Before signing this Agreement, you also agree and acknowledge that:

a) you are competent as a matter of law to enter into this Agreement;

b) you are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance; you have not been coerced, threatened, or intimidated into signing this Agreement;

c) you have, by this Agreement, been advised by the Company to consult with an attorney before signing this Agreement and such consultation with your attorney will occur is so desired by you prior to your execution of this Agreement;

d) the Severance described in in this Agreement constitutes valid and sufficient consideration for the terms, conditions and covenants contained in this Agreement, and you are not otherwise entitled to the Severance described herein.

18. **Waiting Period/Revocation/Payment.** You were given the opportunity to consider this Agreement for not less than twenty-one (21) days before signing it. If you sign this Agreement, you will have the right to revoke it for a period of seven (7) days, if you change your mind after you sign this Agreement. If you want to revoke the Agreement, you must deliver a written revocation to Keena Brown, HR Operations Manager, at HR@nlhpartners.com within seven (7) days after you signed it. If you do not revoke this Agreement, you will receive the Post-Resignation Consideration described above in Section 3 upon expiration of the seven (7) days revocation period.

19. **Governing Law/Severability.** This Agreement, its interpretation, plus all rights and remedies relating to this Agreement, shall be governed by the laws of the State of Illinois. If any part of this Agreement is found to be invalid, the rest of the Agreement will be enforceable.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between You the Employee and the Employer and supersedes any other written or oral understandings. No other promises, agreements, or amendments to this Agreement shall be binding unless in writing and signed by both parties.

21. **Arbitration of Disputes Regarding this Agreement**. THE PARTIES AGREE THAT DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION CONDUCTED IN CHICAGO, ILLINOIS UNDER THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO EMPLOYMENT DISPUTES THEN IN EFFECT. ANY CLAIMS REGARDING OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE SUBJECT TO THIS ARBITRATION AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON BOTH PARTIES, PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ALTER OR AMEND OR TO ADD TO OR DELETE FROM THE PROVISIONS OF THIS AGREEMENT IN ANY WAY. THE BURDEN OF PROOF FOR ANY DECISION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, AND JUDGMENT UPON THE ARBITRATOR'S DECISION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD

SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE, OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS, TAX ADVISORS AND/OR MEMBERS OF FIRM SENIOR MANAGEMENT AND TO FAMILY MEMBERS OF A PARTY WHO IS AN INDIVIDUAL.

The Parties have executed this Agreement on the dates indicated below.

[Signatures appear on the following page]

BEFORE SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THE FOLLOWING:

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT;

I HAVE BEEN ADVISED OF MY RIGHT TO CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

I RECEIVED A SIGNED COPY OF THIS AGREEMENT FROM EMPLOYER ON THE DATE SET FORTH NEXT TO EMPLOYER'S SIGNATURE; AND

I AM SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

EMPLOYEE	NEXT LEVEL HEALTH PARTNERS, INC.
NAME:_____	BY: _____
SIGNATURE:_____	TITLE:_____
ADDRESS: _____	
_____	
DATE_____	DATE_____

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into between Next Level Health Partners, Inc. ("Employer" or "the Company") and **«First_Name» «Last_Name»** ("Employee" or "You"), and their successors, with each party intending to be bound by the terms and conditions of this Agreement. Employer and Employee are collectively referred to as "the Parties" throughout this Agreement.

WHEREAS, Employee's last day of employment with the Company is **«Term_Date»**; and

WHEREAS, Employer has agreed to the following terms and conditions related to Employee's termination status (hereinafter the "Severance").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the Parties agree to the following:

1. **Parties.** This Agreement is between you, (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents.

2. **Dates.**

   a) Employee acknowledges and agrees that your last day of employment with Employer is **«Term_Date»**(hereinafter the "Separation Date").

   b) Employee acknowledges and agrees that the "Confidential Information Return Date" is **«Term_Date».**

   c) Employee acknowledges and agrees that the opportunity to consider this agreement will end **«Conf_Info_Return_Date».**

   d) Employee acknowledges and agrees to return all Company property no later than **July 2, 2020.**

3. **Severance.** If you sign and do not revoke this Agreement, you will be entitled to receive the following (collectively the "Severance"):

   a) **Payment.** You will receive a lump sum payment of **«Severance_Amount»** minus legally required federal and state payroll deductions. This payment represents «Sev_Months» month (s) of your annual salary.

   b) **COBRA.** Your coverage under the Company's benefit plans shall cease on **«Benefits_Cease_Date»**. You may elect continued coverage under the group health benefit plans pursuant to COBRA or applicable state law, if

any. You will be separately informed in writing of your continuation rights and obligations under COBRA or other applicable law.

4. **General Release.** In exchange for the Severance described in Section 3, you are waiving and releasing all known or unknown claims and causes of action you have or may have, as of the day you sign this Agreement, against Employer arising out of your employment with Employer, including your resignation from employment. The claims you are releasing include, but are not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, The Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), the Illinois Warn Act, the Employee Retirement Income Security Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA") and/or any and all other federal, state, local, or municipal employment discrimination statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, retaliation, union activities, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or

- any and all claims, actions, causes of action or liabilities asserting Employer is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

5. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law. Also excluded from the General Release is your right to file a charge with an administrative agency or participate in any federal, state or local agency (collectively, "Government Entity") investigation. You are, however, waiving your right to recover money in connection with any such charge or investigation. You are also waiving your right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.

6. **Covenant Not to Sue.** Besides waiving and releasing the claims covered by Section 4, you further agree that you will not sue Employer in any forum for any reason covered

by the General Release language in Section 4 above. Notwithstanding this Covenant Not to Sue, you may bring a claim against Employer to enforce this Agreement. If you sue Employer in violation of this Agreement, you shall be liable to Employer for its reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

7. **Confidential Information.** You acknowledge that, during the course of your employment with Employer, you received information that concerned Employer's financial, legal, and other business affairs; and personal information regarding potential and actual employees and contractors ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, Employer's unique plans, strategies and information concerning marketing, Company administration and management, recruiting and staffing, financing, client lists, billing rates, proposals submitted, growth objectives, trade secrets, contracts, contract negotiations, systems, policies, employee relations matters, research and development and all other non-public information which relates to Employer's business.

- You agree that you will not at any time, divulge to any other entity or person any Confidential Information.

- You agree that you will not at any time after the Termination Date, with respect to third parties, act as a Company representative or official.

- You agree to return to the Company, all physical and electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date.

- You agree to delete all electronically maintained files, papers, and correspondence containing or referring to Company-related information, including Confidential Information no later than the Confidential Information Return Date. This includes files which have been saved to any personal computers and/or electronic devices.

- If any part of this Section 7 is construed to be invalid or unenforceable, the same shall not affect the remainder of this section, which shall be given full effect, without regard to the invalid portions.

- If you breach this Section 7, Employer shall be entitled to have this section specifically enforced by any court having jurisdiction. You acknowledge and agree that any such breach will cause irreparable injury to Employer, which money damages will not adequately remedy. You further agree that if you breach (or attempt or threaten to breach) this Section 7, Employer shall be entitled to seek injunctive relief in any court having jurisdiction.

- You agree that the Severance provided under this Agreement shall not commence until you have delivered to Employer all Confidential Information that you may possess or that is under your control.

8. **Employee Acknowledgments.** You also agree that you: (i) have been paid for all hours worked; and (ii) have not suffered any on-the-job injury for which you have not already filed a claim.

9. **Confidentiality.** You further agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amount(s) of the Severance discussed herein, except that you may make necessary disclosures to your attorney or tax advisor. The Severance referenced in Section 3 of this Agreement are conditioned on your abiding by the terms, conditions and covenants of this Agreement, including but not limited to keeping the confidentiality promise contained herein. You also acknowledge Employer's right to enforce the confidentiality provisions of this Agreement in any court of competent jurisdiction. You further agree that if you breach the confidentiality provisions of this Agreement, Employer will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief, plus its reasonable attorneys' fees incurred in enforcing this provision.

10. **Non-Disparagement.** You (for yourself, your spouse, family, agents, heirs, executors, administrators, and attorneys), and Employer, its parent, subsidiaries, predecessors, successors, shareholders, partners, affiliates, divisions, directors, officers, fiduciaries, insurers, employees and agents, acknowledge and agree that the Parties will not provide information, issue statements, or take any action, directly or indirectly, that would cause You or Employer embarrassment or humiliation or otherwise cause or contribute to You or Employer being held in disrepute.

11. **Return of Employer Property.** If any of Employer's property remains in your possession, you must, **no later than July 2, 2020** return such property to Employer. This includes, but is not limited to keys, identification badge, credit/calling cards, laptop computer, information technology equipment, documents, reports and records, and other property of Employer in your possession or control. You agree not to keep, transfer or use any copies or excerpts of any of the above items.

12. **Non-Admissions.** The fact and terms of this Agreement are not an admission by Employer of liability or other wrongdoing under any law.

13. **Older Workers' Benefits Protection Act.** In addition to the other provisions in this Agreement, you acknowledge that the information in the following paragraphs is included for the express purpose of complying with the Older Workers' Benefits Protection Act, 29 U.S.C. §626(f):

a) Employee was at least 40 years of age on Employee's Resignation Date from the Employer and when Employee signed this Agreement. Employee realizes there are many laws and regulations prohibiting employment discrimination or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims, including the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). Employee hereby waives and releases any rights or claims Employee may have under the ADEA against the Employer. Employee

acknowledges and agrees that both Parties have complied in full with the waiting period and revocation period described in this Agreement.

b) Employee acknowledges and agrees that the Severance payable pursuant to this Agreement in exchange for the waiver and release of Employee's rights under the ADEA are greater than those to which Employee is otherwise entitled to receive. Further, the Parties acknowledge that Employee is not waiving any right or claim that may arise after the date of Employee's execution and delivery of this Agreement.

14. **Cooperation in Legal Proceedings.**

a) You agree to make yourself available for such periods of time as reasonably requested by Employer concerning any matter about which you gained knowledge in the course of your employment, and to cooperate with Employer and/or its affiliates in the event of a governmental investigation, legal proceedings, or other inquiries; and to provide assistance, including providing truthful testimony or statements, for which no additional Severance will be paid except for reimbursement of your reasonable documented costs and expenses related thereto.

b) In the event that you receive any request for information relating to the Company pursuant to any court order, subpoena or other judicial process, then, except as prohibited by law, you agree to promptly notify the Company at legal@nlhpartners.com. You further agree to take all reasonable steps requested by Employer to defend against compulsory disclosure and permit Employer to control with counsel of its choice any proceeding relating to the compulsory disclosure.

15. **Unemployment Benefits.** Employer agrees that it will not contest any claim for unemployment benefits which you may file. However, to the extent that a state unemployment insurance agency seeks information from Employer regarding your employment, You and Employer acknowledge and agree that Employer will not withhold or misstate any information.

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a) you are competent as a matter of law to enter into this Agreement;

b) you are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance; you have not been coerced, threatened, or intimidated into signing this Agreement;

c) you have, by this Agreement, been advised by the Company to consult with an attorney before signing this Agreement and such consultation with your attorney will occur is so desired by you prior to your execution of this Agreement;

d) the Severance described in in this Agreement constitutes valid and sufficient consideration for the terms, conditions and covenants contained in this Agreement, and you are not otherwise entitled to the Severance described herein.

18. **Waiting Period/Revocation/Payment.** You were given the opportunity to consider this Agreement for not less than twenty-one (21) days before signing it. If you sign this Agreement, you will have the right to revoke it for a period of seven (7) days, if you change your mind after you sign this Agreement. If you want to revoke the Agreement, you must deliver a written revocation to Keena Brown, HR Operations Manager, at HR@nlhpartners.com within seven (7) days after you signed it. If you do not revoke this Agreement, you will receive the Post-Resignation Consideration described above in Section 3 upon expiration of the seven (7) days revocation period.

19. **Governing Law/Severability.** This Agreement, its interpretation, plus all rights and remedies relating to this Agreement, shall be governed by the laws of the State of Illinois. If any part of this Agreement is found to be invalid, the rest of the Agreement will be enforceable.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between You the Employee and the Employer and supersedes any other written or oral understandings. No other promises, agreements, or amendments to this Agreement shall be binding unless in writing and signed by both parties.

21. **Arbitration of Disputes Regarding this Agreement**. THE PARTIES AGREE THAT DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION CONDUCTED IN CHICAGO, ILLINOIS UNDER THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO EMPLOYMENT DISPUTES THEN IN EFFECT. ANY CLAIMS REGARDING OR IN ANY WAY RELATED TO THE ENFORCEMENT, BREACH OR INTERPRETATION OF THIS AGREEMENT SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY DISPUTE SUBJECT TO THIS ARBITRATION AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON BOTH PARTIES, PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ALTER OR AMEND OR TO ADD TO OR DELETE FROM THE PROVISIONS OF THIS AGREEMENT IN ANY WAY. THE BURDEN OF PROOF FOR ANY DECISION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, AND JUDGMENT UPON THE ARBITRATOR'S DECISION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD

SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE, OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS, TAX ADVISORS AND/OR MEMBERS OF FIRM SENIOR MANAGEMENT AND TO FAMILY MEMBERS OF A PARTY WHO IS AN INDIVIDUAL.

The Parties have executed this Agreement on the dates indicated below.

[Signatures appear on the following page]

BEFORE SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THE FOLLOWING:

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT;

I HAVE BEEN ADVISED OF MY RIGHT TO CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

I RECEIVED A SIGNED COPY OF THIS AGREEMENT FROM EMPLOYER ON THE DATE SET FORTH NEXT TO EMPLOYER'S SIGNATURE; AND

I AM SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

EMPLOYEE	NEXT LEVEL HEALTH PARTNERS, INC.
NAME:_____	BY: _____
SIGNATURE:_____	TITLE:_____
ADDRESS: _____	
_____	
DATE_____	DATE_____

Exhibit 2

NextLevelHealth
A healthier you. A healthier community.

June 30, 2020

Provider Memorandum

RE: NextLevel Health Membership Transition to Meridian Health Plan of Illinois (MeridianHealth)

NextLevel Health will be transitioning our membership to Meridian Health Plan of Illinois effective July 1, 2020.

Claims Submission

For all claims with dates of service of June 30, 2020 and before still need to be submitted to NextLevel Health through our normally established channels.
https://nextlevelhealthil.com/for-providers/how-to/claims/

Electronic Claims:
Providers should route their claims through "Change Healthcare" (formerly Emdeon).
Our Payer ID for Change Healthcare is **81085**

All paper claims and encounters (except for pharmacy and dental claims) should be submitted to:

NextLevel Health
Attn: Claims Dept
P.O. Box 5050
Farmington, MO 63640-5050

Claims with dates of service of July 1, 2020 and after need to be submitted to Meridian Health Plan of Illinois
https://corp.mhplan.com/en/provider/illinois/meridianhealthplan/benefits-resources/tools-resources/billing-payments/

MeridianHealth is currently accepting electronic claims from the following clearinghouses:

The Payer ID # is: 13189

Availity
Customer Support: 800-282-4548
Claim Types: Professional/Facility
Payer ID: 13189
http://www.availity.com

RelayHealth
Customer Support: 800-457-1209
Claim Types: Professional/Facility
Payer ID: 13189
http://www.relayhealth.com

Change Healthcare (Emdeon)
Customer Support: 800-845-6592
Claim Types: Professional/Facility
Payer ID: 13189
http://www.changehealthcare.com

SSI Group
Customer Support: 800-880-3032
Claim Types: Professional/Facility
Payer ID: 13189
http://www.thessigroup.com

NextLevelHealth
A healthier you. A healthier community.

PayerPath
Customer Support: 877-623-5706
Claim Types: Professional
Payer ID: 13189
http://www.payerpath.com

You can also submit claims for payment through the mail:

MeridianHealth
1 Campus Martius, Suite 720
Detroit, MI 48226
Attn: Claims Department

Please contact Meridian Provider Services at 866-606-3700 if you have any questions.

Prior Authorization Request Submission
For instructions on submitting prior authorization requests for MeridianHealth members, please visit our website at https://corp.mhplan.com/en/prior-authorization/

Exhibit 3

NextLevelHealth
A healthier you. A healthier community.

August 24, 2020

Provider Memorandum

Claims Submission, Claims Disputes & Reconsideration Guidelines

As you know, NextLevel Health ceased operations on June 30, 2020, and its Medicaid membership transitioned to Meridian Health effective July 1, 2020. NextLevel Health has continued to maintain claims operations to process remaining claims run-off and to address outstanding provider accounts receivable.

NextLevel Health (NLH) is now in the process of the final closeout of its operations. As you are aware, timely filing guidelines allow up to 180 days from the date of service to submit claims. Therefore, providers will have until December 31, 2020 to submit claims with date of service June 30, 2020. However, we are asking providers to ***please submit ALL claims as soon as possible*** to ensure enough time for any claims dispute research. Clean claims and/or claim disputes that have met the appropriate timely filing guidelines received on or before December 31, 2020 will continue to be processed until resolution.

NextLevel Health requires all providers to meet specific claim submission and reconsideration standards to facilitate payment. This guide reiterates the NLH claims submission process and claims dispute process to be utilized for consideration of reimbursement of services rendered prior to 7/1/2020. To ensure claim consideration, providers are required to follow the below guidelines when submitting Account Receivables (AR) inquiries and/or claims dispute consideration requests. ***Please note***, NLH is no longer considering claims with dates of service for 2016 and 2017. Claims with dates of services 2018 through June 30, 2020 may be considered, depending on all timely filing and claims disputes processes and guidelines being properly met.

Claim Submission Process

• Claims Submission for all claims with dates of service of June 30, 2020 and before still need to be submitted to NextLevel Health through our normally established channels. Please visit our claims webpage found HERE for additional information.

- Providers should route their claims through “Change Healthcare” (formerly Emdeon).
- Our Payer ID for Change Healthcare is 81085
- While electronic submission is preferred, all paper claims and encounters (except for pharmacy and dental claims) should be submitted to: NextLevel Health Attn: Claims Dept P.O. Box 5050 Farmington, MO 63640-5050.

If a provider has an inquiry regarding incorrectly processed claims, they must utilize the NLH AR research template. A copy of the template can be found HERE

Please note: Claims with dates of service of July 1, 2020 and after need to be submitted to Meridian Health Plan of Illinois. Information regarding the Meridian claims process can be found at:
https://corp.mhplan.com/en/provider/illinois/meridianhealthplan/benefits-resources/tools-resources/billing-payments/

Corrected Claims Process

Providers must submit a valid corrected claim when changing or adding information, such as a modifier, taxonomy, NPI or procedure code.

- **Steps for submitting a corrected claim:**
  - Utilize the regular claims submission process, but you must **ensure that it is marked as a corrected claim.** (Bill Type for UB, 7 in the third digit for “frequency” or CMS 1500, frequency 7 – for replacement of prior claim)

- **Always** include the original claim number in its entirety for all corrected claim submissions.
- **Ensure** that the corrected claim is submitted/received by NLH within the timely filing guidelines
  - *Corrected claims must be received within 90 calendar days from the date of notification of payment or denial is issued.*
- **Do not** submit corrected claims through the claim's dispute/reconsideration process.

__Please note**__ that you are able to submit corrected claims via the Portal, Mail, or EDI. Refer to our provider manual (found on our NLH Provider Materials & Resources webpage) or billing guidelines for other claims related topics.

__Claims Dispute Process & Reconsideration Guidelines__

NLH prefers that providers submit claim disputes via our secure provider portal. All claim disputes must abide by the following requirements to qualify for reconsideration:

- **All** claims disputes must have evidence of timely dispute being filed. Disputes must have been filed within 90 calendar days from the date of notification or denial being issued. Claim disputes should be submitted via the secure provider portal referenced above.
- **Once a claim dispute is filed** within timely filing guidelines, all claims affiliated with the dispute should be entered on the NLH AR research template and sent to NLH via email at provider.services@nlhpartners.com.
- **Only** the claims submitted on the NLH AR research template spreadsheet will be considered.
- **Allow** at a minimum 30 days after submission for research to be conducted.
- For any status updates, please submit those inquiries and timely evidenced to provider.services@nlhpartners.com.

Please contact customer services at 833-275-6547 should you have any additional questions. NLH values and appreciates the services you provided to our Members. Thank you for working together with us and for your continued support.

Exhibit 4

Provider Memo

NextLevel Health Membership Transition to MeridianHealth

NextLevel Health will be transitioning our membership to Meridian Health Plan of Illinois effective July 1, 2020.

Press Release

NextLevel Health Memo Final Claims Submission Guidelines

Provider Memo

Provider Update

Finalization of Claims Processing

NextLevel Health ceased operations on June 30, 2020, and its Medicaid membership transitioned to Meridian Health effective July 1, 2020. NextLevel Health (NLH 24, 2020), NextLevel Health requires all providers to meet specific claim submission and reconsideration standards to facilitate payment. Timely filing guidelines a members for dates of service through June 30, 2020 had until December 31, 2020 to submit claims with date of service June 30, 2020. **Now that the timely filing d**

If a provider disagrees with the claim adjudication outcome, a claim dispute must be filed. **Please see the Claim Dispute Process Guidelines listed below that mu** 5:00 PM Friday, January 29 2021. All claim disputes must abide by the following requirements to qualify for reconsideration:

- **All** claims disputes must have evidence of timely dispute being filed. **Disputes must have been filed within 90 calendar days from the date of notification**
- **Once a claim dispute is filed** within timely filing guidelines, all claims affiliated with the dispute should be entered on the NLH AR research template and se
- **Only** the claims submitted on the NLH AR research template spreadsheet will be considered.
- **Allow** at a minimum 30 days after submission for research to be conducted.
- For any status updates, please submit those inquiries and timely evidenced to .

If you have any questions regarding the status of your claims, please call 1-833-ASK-NLHP (833-275-6547) through 5:00 PM Friday, January 29 2021.

As of January 30, 2021, please email with any questions regarding the status of your claims or claim disputes.