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Aledade Accountable Care [], LLC

ACO PARTICIPATION AGREEMENT

THIS ACO PARTICIPATION AGREEMENT (the “Agreement”) is executed as of (the “Effective Date”), between Aledade Accountable Care [], LLC (“ACO”) a Delaware limited liability company, and TEST Service LBN-1 (“Practice”).

WHEREAS, ACO operates as an accountable care organization whose participating physicians and other Providers as identified by a TIN (defined below) (the “**ACO Participants**”) have established and maintained a significant degree of interdependence and cooperation to provide high quality health care services in an efficient manner to improve the health status of their communities;

WHEREAS, ACO Participants intend to be accountable to each other and their communities by defining and enforcing clinical performance standards and coordinating and managing patient care;

WHEREAS, ACO intends to participate in the Medicare Shared Savings Program (“**MSSP**”) and promote and reward quality and collaboration among providers on behalf of ACO Participants;

WHEREAS, the physicians and other licensed health care professionals who own, are employed by, and/or contract with Practice and who have an NPI (defined below), who bill their professional services through the Practice's TIN (defined below), desire to be included on ACO Participant's list of Providers and covered under this Agreement on the terms and conditions set forth herein;

WHEREAS, ACO desires to have the Practice as an ACO Participant and include its Providers on its TIN/NPI list for purposes of participation in the MSSP on the terms and conditions set forth herein;

WHEREAS, Providers have authorized Practice to enter into legally binding agreements with ACO on their behalf; and

WHEREAS, Practice is willing and able to support Providers in fulfilling their duties under this Agreement.

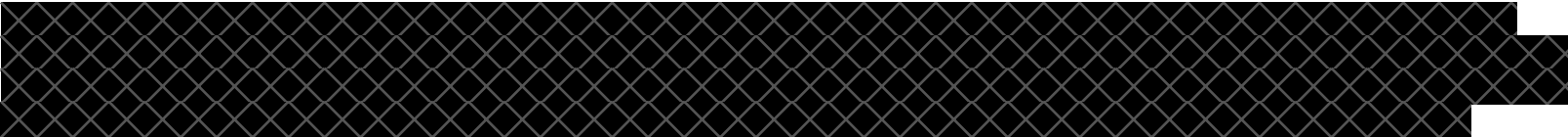
NOW, THEREFORE, in consideration of the foregoing, the Parties agree:

Article 1 - Definitions

- 1.1 **Board of Managers** means ACO's governing body pursuant to the terms of its Operating Agreement.
- 1.2 **ACO Participants** means all persons and entities that have a current contractual commitment to participate in the ACO and have executed this Agreement or a similar participation agreement.
- 1.3 **ACO Data** means patient-related data of any kind produced and developed by ACO that is based upon, derived from, or otherwise related to, in whole or in part, Clinical Data.
- 1.4 **Clinical Data** means patient-related information received by ACO from CMS and ACO Participants.
- 1.5 **CMS** means the Centers for Medicare & Medicaid Services.
- 1.6 **Intellectual Property Rights** means patents, copyrights, trademarks and any other form of protection of any kind in any jurisdiction and applications for any of the foregoing as well as any trade secrets, know-how and other proprietary information and data.
- 1.7 **Life Under Management** or **LUM** means a patient of Practice that is an eligible Medicare beneficiary.
- 1.8 **MSSP** means the Medicare Shared Savings Program.
- 1.9 **MSSP Agreement** means the agreement between ACO and CMS that allows ACO to participate in the MSSP.
- 1.10 **MSSP Beneficiary** means a Medicare enrollee who is assigned to the ACO.
- 1.11 **MSSP Participant** means an individual or group of Providers that is identified by a Medicare-enrolled Taxpayer Identification Number ("TIN") that alone, or together with or more participants enrolled in the MSSP, comprises an MSSP Accountable Care Organization as defined at 42 CFR § 425.20.
- 1.12 **NPI** means the National Provider Identifier assigned to a healthcare provider by CMS.
- 1.13 **Policy** or **Policies** means each and every standard, regulation, policy, procedure, protocol, practice, program plan, process, and/or guideline approved by the Board of Managers and set forth in writing and made available to Practice, including ACO's corporate compliance program and anti-fraud initiatives; quality assurance and quality improvement program; evidence-based clinical guidelines; and coordination and patient-centeredness processes and policies; ACO's member engagement initiatives and policies; and ACO's conflict of interest policy. Unless specifically provided otherwise by the Board of Managers with respect to a specific Policy, each and every Board of Managers approved Policy or amendment to a previously approved Policy will become effective upon ACO's delivery of

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electronic notice to Practice's designated representative and will remain in effect until the Board of Managers takes action to revise or rescind the Policy.

- 1.14 **Performance Year** means the 12 month period beginning on January 1 of each year and ending December 31st upon which ACO performance is assessed for purposes of determining Shared Savings, as defined at 42 CFR § 425.20 for the purposes of the MSSP.
- 1.15 **Protected Health Information** or **PHI** will have the meaning set forth in 45 C.F.R. § 160.103.
- 1.16 **Providers** means those Providers who bill under the Practice's TIN and who have assumed under this Agreement the responsibilities of participation in the MSSP.
- 1.17 **Shared Savings** means funds paid by CMS to ACO for reducing the cost of care, measured against performance metrics set forth in 42 CFR Part 425, for attributed MSSP Beneficiaries.
- 1.18 
- 1.19 **TIN** means the Taxpayer Identification Number assigned by the Internal Revenue Service.

Article 2 - Duties of Practice and Providers

- 2.1 **Agreement of Providers.** Practice, on behalf of itself and its Providers, as their duly authorized agent, agrees to participate in the MSSP and assumes and accepts the duties of an ACO Participant as set forth herein. Practice will comply, and ensure that each and every Provider individually complies with 42 CFR Part 425 as applicable to them, including but not limited to:
 - (a) Participating in ACO in a manner consistent with its mission of promoting better quality care, improving health outcomes, and lowering costs.
 - (b) Complying with all CMS audit requests and record retention requirements.
 - (c) Submitting mandatory data to ACO for assigned MSSP Beneficiary lives.
 - (d) Notifying patients of participation in MSSP in compliance with 42 CFR 425.312.

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- (e) Notifying MSSP Beneficiaries of the option to opt out of data sharing requirements.
- (f) Complying with all ACO rules and Policies.
- (g) Adhering to all MSSP rules and ACO Policies concerning restrictions and prohibitions on marketing practices.
- (h) Refraining from providing beneficiaries any inducement to voluntarily align with the ACO.
- (i) Complying with the limitations on use and disclosure that are imposed by the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and their implementing regulations set forth at 45 CFR Parts 160 and 164, as amended, the Data Use Agreement that is entered into between CMS and ACO, and the statutory and regulatory requirements of the MSSP.
- (j) Complying with the terms of any corrective action plan submitted to CMS by the ACO.

2.2 ACO Participation. Practice and its Providers will participate in the ACO on the terms and conditions contained in this Agreement. Practice will comply, and will cause its Providers to comply fully, with the applicable terms of this Agreement and will provide sufficient time and personnel support needed to actively participate in ACO operations including, but not limited to: panel management; service on ACO committees as requested by ACO from time to time; active participation in monthly ACO meetings; weekly huddles; providing medical record access to ACO's representatives (typically, one day/week); ACO coordination efforts and quality data collection efforts; and good faith assistance in the generation, testing and wide-spread adoption of practice innovations as adopted by the ACO. Practice authorizes ACO to identify Practice, including its Providers, as ACO Participants to third parties. Practice and its Providers will participate in all ACO activities that promote accurate and complete diagnosis coding and documentation (including, but not limited to, coding educational programs, concurrent chart reviews, and retrospective chart reviews).

2.3 Information. Practice warrants the accuracy and completeness of all information, including any data, submitted to ACO. Practice will notify ACO if Practice learns any such information previously submitted to ACO was not accurate or complete at the time of submission or requires updating due to a change in circumstances, Practice will notify ACO in writing promptly (but in no event later than thirty (30) days) following Practice's obtaining such knowledge.

2.4 MSSP. If and when ACO applies for and is accepted for participation in the MSSP and enters into an MSSP Agreement, Practice agrees to the following:

- (a) Practice will be an "ACO Participant" and each Provider will be an "ACO Supplier/Provider," as those terms are defined by 42 CFR 425.20. Practice will not be an ACO Participant with any other entity participating in the MSSP;

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- (b) Practice will comply, and will ensure each Provider complies, with the terms of the MSSP Agreement and all applicable regulatory requirements relating to the MSSP found at 42 CFR Part 425 including related guidance published by responsible federal agencies;
- (c) Practice will execute and return in a timely manner any and all documents presented by ACO necessary for participation in the MSSP. To the extent Practice has any question or concern regarding any term or provision of an MSSP Agreement, Practice will consult in a timely fashion with ACO;
- (d) Practice will deliver to ACO in a timely manner any and all performance data and other information required for ACO to comply with the MSSP and MSSP Agreement, including data to satisfy the quality reporting requirements set forth in subpart F of 42 CFR Part 425. Practice warrants the accuracy and completeness of all such information upon submission to ACO.
- (e) ACO's duty to make payment to Practice and/or Providers under the MSSP Agreement will be contingent on ACO's prior receipt of payment from the MSSP.

2.5 Technology. Practice will, at Practice's own expense, maintain high-speed internet access for use by each Provider and for the efficient use and operation of each technology solution. Practice will (a) allocate sufficient time and resources for the proper installation of and training for each technology solution; and (b) ensure it and its staff adhere to all applicable terms of any agreement between ACO and any supplier of a technology solution and its related terms of use, terms of service, or other agreement applicable to technology solutions of which Participant is an authorized user, including those regarding confidentiality and proprietary status of any intellectual property in the health information technology. Any such terms and conditions will be made available for Practice's review. Practice understands that any health information technology provided by ACO or its affiliates in furtherance of this Agreement shall be used exclusively for programs and initiatives adopted and implemented by the ACO or its affiliates unless otherwise allowed by ACO to improve the efficient and transparent delivery of medical services. Practice agrees that access to any health information technology shall be as an authorized user, not a licensee, of such health information technology. Upon termination of participation in the ACO, Practice shall retain no rights to use of such health information technology provided by ACO or its affiliates, shall cease use, and shall return such technology in the manner and at such time as ACO may require. In its sole discretion (or with vendor consent where required), the ACO may agree to license, or sublicense, any technology to Practice following the termination of this Agreement. Practice will maintain such software and hardware that permits an appropriate interface between Practice's electronic health record ("EHR") and practice management system and ACO. Practice will provide a reasonable number of ACO users with access to Practice's EHR and practice management system within thirty (30) calendar days from ACO's request, or sooner if Practice and ACO agree. In the event an appropriate interface is not feasible, ACO may consider other means by which Practice submits Clinical Data to ACO, provided such alternative method(s) is sufficient to monitor Practice's adherence to ACO's goals, including Practice's performance under this Agreement. Practice represents that it has adopted, implemented and will maintain throughout the term of this Agreement, administrative, physical and technical safeguards as required by applicable state or federal privacy law or regulation, including HIPAA, to protect the confidentiality and security of Clinical Data such as PHI.

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- 2.6 Monitoring.** ACO may assume certain duties and obligations under the MSSP Agreement. Upon request, Practice will make available to ACO any documentation or data, perform any specified administrative task, or provide any written certification ACO deems necessary to perform such duties and obligations under the MSSP Agreement. Practice and its Providers will cooperate fully with ACO's monitoring of Practice's compliance with this Agreement, Policies and the MSSP in any manner ACO determines necessary and appropriate to perform such duties and obligations under the MSSP Agreement.
- 2.7 Practice Representations.** Practice represents and warrants the following statements now are true and will remain true during the term of this Agreement:
- (a) Practice is authorized to act on behalf of its Providers with respect to the subject matter of this agreement, including assumption of contractual duties and obligations to be performed by Providers;
 - (b) Practice and each of its Providers are Medicare participating providers in good standing;
 - (c) Each Provider has an unrestricted active license to practice as a health care professional in the state or states where he or she provides medical services;
 - (d) Neither Practice nor any Provider is excluded, debarred, proposed for debarment, declared ineligible, or suspended from participation in any government health care program;
 - (e) Neither Practice nor any Provider has been convicted or has entered a plea of guilty or nolo contendere, regardless of adjudication, for a felony;
 - (f) Neither Practice nor any Provider employs, obtains services from, or contracts with any person or entity that is excluded, debarred, proposed for debarment, declared ineligible, or suspended from participation in any government health care program; and
 - (g) Practice and its Providers remain in compliance with all applicable federal and state laws, regulations, rules, and CMS instructions and guidance including, but not limited to (i) federal and state criminal law (ii) federal and state antitrust laws; (iii) the federal False Claims Act (31 USC 3729 et seq.); (iv) the federal Anti-Kickback Statute (42 USC 1320a-7b(b)); (v) the civil monetary penalties law (42 USC 1320a-7a); and (vi) the physician self-referral law (42 USC 1395nn) and maintains a commercially reasonable medical malpractice policy, which shall not be less than one million dollars per incident.
 - (h) Neither Practice nor any Provider i) has ever been voluntarily or involuntarily terminated from the MSSP, and/or ii) currently participates in any CMS initiative involving a shared savings arrangement under the same or a different name.
 - (i) Practice will update its Medicare enrollment information, including the addition and deletion of ACO professionals and ACO Providers billing through the TIN of the ACO Participant, on a timely basis in accordance with Medicare program requirements and to notify ACO

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of any such changes within 30 days after the change. Additionally, Practice will notify ACO of any change to Practice's TIN within 15 days after the change.

(j) Practice will deliver written notice to ACO of the termination of any Provider's relationship with Practice within five (5) calendar days of the effective date of such termination. A terminated Provider will not be entitled to receive any portion of the shared savings received by ACO after the date of such termination.

(k) Practice will deliver written notice to ACO for any physician or other licensed professional who becomes a Provider after the Effective Date, within ten (10) business days of such professional becoming a Provider. Practice will also require any new Provider to abide by 42 CFR Part 425 as applicable.

2.8 Notices to ACO.

(a) Upon execution of this Agreement, Practice will deliver written notice to ACO designating Practice's contact person for all matters relating to this Agreement. Practice will deliver written notice to ACO of any change in Practice's address(es), telephone number(s), business hours, TIN, or contact person within three (3) calendar days of the effective date of such change.

(b) Subject to any limitations or restrictions imposed by law, Practice will deliver written notice to ACO within forty-eight (48) hours of Practice's actual knowledge of any action taken by or against Practice or a Provider that may materially affect the Practice's or that Provider's ability to render professional services in one or more care settings or that may have an adverse impact on ACO.

2.9 Billing and Collection. Practice will remain solely responsible for billing and collection for all goods and services furnished to any patient by a Provider in compliance with all applicable regulatory and contractual requirements.

2.10 Physician-Patient Relationship. Each Provider will retain sole responsibility for medical decision-making with regard to his, her or its patients and over the physician-patient relationship. However, Provider will have a duty to render care within the standard of care in the community and in accordance with federal, state, local and agency rules, laws and regulations. Further, each Provider will be required to comply with ACO's quality assurance and quality improvement program, evidence-based clinical guidelines, and patient-centeredness processes, as well as any other Policies related to coordination and the improvement of patient care.

2.11 Prohibited Inducements. Under no circumstances will Practice offer or accept, directly or indirectly, any form of inducement to reduce or limit the provision of medically necessary health care goods or services for a patient. Practice acknowledges any provision for performance-based payment, shared savings distribution, or similar arrangement is intended solely to encourage Practice to adhere to the Policies and actively participate in ACO's quality assurance and quality improvement program and care coordination activities.

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- 2.12 Referrals.** Practice and its Providers will use best efforts to refer patients in accordance with the voluntary referral policies established by ACO. Notwithstanding the foregoing, no party will require that any MSSP Beneficiary be referred only to an ACO Member or related person or entity except as permitted by 42 CFR 425.305(b).
- 2.13 Intentionally Omitted.**
- 2.14 Data Matters.**
- 2.14.1 Practice understands that the ACO may adopt Policies related to the collection, transmission, storage and use of data and information regarding the medical services provided by and through Practice. All data collection and dissemination of data by the ACO shall be compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) and all other applicable state and federal privacy and data security laws, including specialized state confidentiality laws relating to authorization to disclose or transmit certain types of medical information. To the extent that any such data collection or submission requires MSSP authorization or notice, Practice and the ACO shall coordinate such authorizations and/or notices.
- 2.14.2 The ACO and Practice shall comply, and shall contractually require each of their respective employees and/or contractors to comply, with HIPAA and all other state and federal laws and regulations regarding health care privacy and security and the use and disclosure of Protected Health Information, any other records or other information that Practice maintains. Nothing herein shall be construed to limit or restrict appropriate sharing of Protected Health Information and medical record data with the ACO, the MSSP Participants, or other health care providers outside the ACO if such sharing is done in accordance with HIPAA and other federal and state health care privacy and security laws and regulations and is necessary and appropriate to assure the provision of services to MSSP Beneficiaries. To the extent allowed by Federal (including HIPAA) and state law, the Parties agree and acknowledge that the ACO shall have the perpetual right to access, maintain and use all data relating to the performance of the ACO, including any combination, manipulation and derivatives of such data, including de-identified Protected Health Information and the sharing of such data with affiliated legal entities and/or jointly operated accountable care organizations.
- 2.14.3 The Parties understand that Practice's utilization of the health information technology detailed above may result in the disclosure of Protected Health Information to ACO. Practice agrees that ACO, in providing access to and managing such health information technology, is acting in its capacity as Practice's Business Associate under the BAA.
- 2.14.4 In connection with this Agreement, ACO Participant shall participate in joint activities to improve clinical outcomes and efficiencies with the ACO and other ACO Participants, including, but not limited to, utilization review, and quality assessment and improvement activities. Joint activities will be designed to encourage care under the evidence based clinical protocols and will allow ACO to quantify performance of ACO Participants, and certain MSSP Beneficiary outcomes. This Agreement shall memorialize the intention to establish and participate in an Organized Health Care Arrangement (“OHCA”), as defined by 45 CFR 160.103. As an OHCA participant, ACO Participant may disclose protected health information to other ACO Participants and to ACO in ACO’s capacity as a HIPAA business, for health care operations, except as otherwise prohibited by HIPAA or other

applicable state or federal privacy law or regulation (“Applicable Privacy Law”).

2.15 Disclosure. Practice acknowledges that, subject to applicable CMS regulation, a practice may only participate in one Medicare demonstration project or program that involves shared savings.

[REDACTED]

[REDACTED]

[REDACTED]

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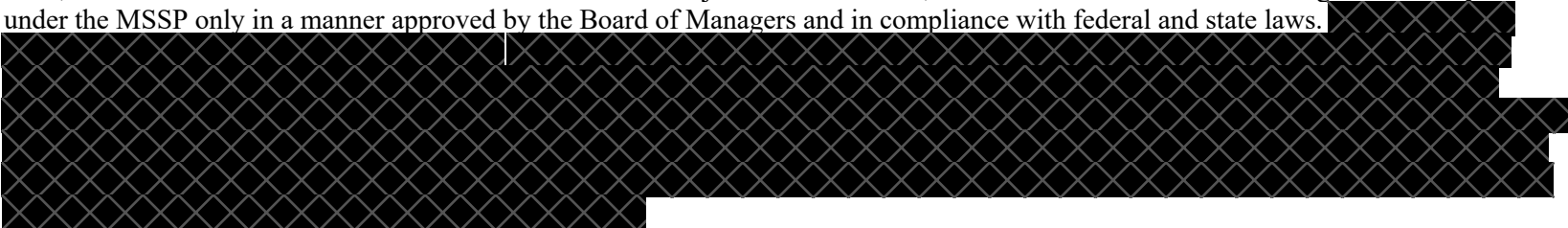
[REDACTED]

(c) [REDACTED]

Article 3 - ACO Duties

- 3.1 ACO Infrastructure.** ACO will develop and maintain within its available resources an adequate and appropriate infrastructure to facilitate the ACO's processes as defined in the Policies.
- 3.2 Board of Managers.** ACO will establish a Board of Managers. The Board of Managers will meet regularly and oversee the ACO's operations. The MSSP rules require that there be meaningful participation in the composition and control of an ACO's governing body for ACO Participants and their representatives. As required by the MSSP, the Board of Managers will consist of at least 75% ACO Participants, and at least one manager must be a Medicare beneficiary in the community who is not otherwise associated with the ACO. All members of the Board of Managers will have a fiduciary duty to the ACO and will be required to act consistent with that fiduciary duty. The Board of Managers will have a transparent governing process.
- 3.3 Data Submission.** ACO will compile and submit ACO Participant performance data and other information as required under the MSSP, including without limitation quality reporting described at 42 CFR Part 425, subpart F subject to Practice making available relevant information in a timely manner.
- 3.4 Distribution of Shared Savings.** To the extent that the ACO realizes any Shared Savings through participation in the MSSP, Practice shall be entitled to a portion of the amount of such Shared Savings for each Performance Year for which Practice is an ACO Participant

(the “**Shared Savings Amount**”) provided that, (i) Practice achieved any necessary quality metrics and other prerequisites established by CMS and/or ACO for the applicable Performance Year, and (ii) Practice, in the aggregate, contributed to the Shared Savings as determined by the ACO. The initial methodology for dividing any Shared Savings received shall depend on ACO’s selection of MSSP track, as further described due is set forth at *Schedule 3.4*. Subject to *Schedule 3.4*, ACO will distribute Shared Savings received by ACO under the MSSP only in a manner approved by the Board of Managers and in compliance with federal and state laws.

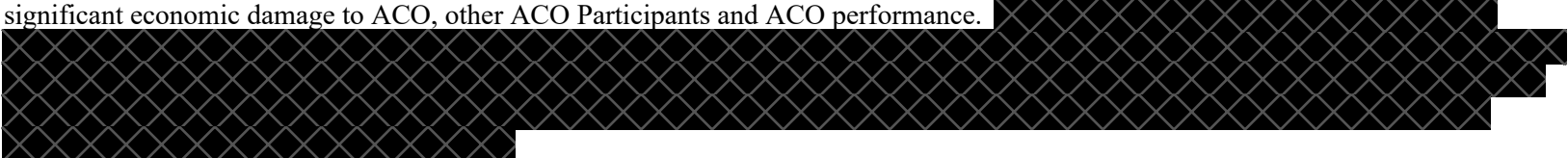


- 3.5 Non-Compliance.** Practice agrees to make best efforts to implement Aledade’s recommended actions where necessary to improve Practice’s performance under, and compliance with, the terms of this Agreement, Policies, the requirements of the MSSP and the MSSP Agreement. As Practice’s compliance is directly related to Practice’s success under the MSSP Agreement, Practice’s non-compliance may result in loss of Practice’s ability to receive Shared Savings under this Agreement.
- 3.6 Shared Savings Opportunity.** The parties believe that the opportunity for Shared Savings through the MSSP will encourage the Practice and its Providers to adhere to quality assurance and improvement programs and evidence-based clinical guidelines by: (i) offsetting some of the expense incurred in developing and implementing the ACO’s care coordination program; (ii) providing a mechanism to allow Providers and Practice, to compare their practice patterns and costs to other ACO Participants; (iii) motivating competitiveness among the Providers to increase quality and manage the cost of care; (iv) providing the ACO with experience to work collaboratively with payors to develop new products for health care consumers and purchasers; and (v) financially motivating Practice and its Providers to standardize aspects of their practices consistent with the above-described programs and evidence-based clinical guidelines.
- 3.7 ACO Representations.** ACO represents and warrants that the following statements now are true and will remain true during the term of this Agreement:
- (a) ACO has not been excluded, debarred, proposed for debarment, declared ineligible, or suspended from participation in any government health care program;
 - (b) ACO does not employ, obtain services from, or contract with any person or entity that is excluded, debarred, proposed for debarment, declared ineligible, or suspended from participation in any government health care program;
 - (c) ACO remains in compliance with all applicable federal and state laws, regulations, rules, and CMS instructions and guidance including, but not limited to (i) federal and state antitrust laws; and (ii) the federal False Claims Act (31 USC 3729 et seq.); and

(d) ACO maintains an effective corporate compliance program designed and operated in a manner consistent with the Federal Sentencing Guidelines for Organizations and related guidance issued by the Department of Health and Human Services Office of Inspector General.

Article 4 - Term and Termination

4.1 Term. The term of the Agreement will commence on the Effective Date and continue until December 31, 2027, (the “Initial Term”) unless otherwise terminated in accordance with Section 4.3 below or elsewhere in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for an additional one (1) year term and annually thereafter, unless otherwise terminated as provided in this Agreement. Notwithstanding anything stated to the contrary, if this Agreement is terminated for any reason, Practice will remain responsible to complete any quality reporting obligations required of it under the MSSP Agreement, as failure to do so may cause significant economic damage to ACO, other ACO Participants and ACO performance.



4.2 Close Out. Parties will complete the “close-out process” upon conclusion of participation in MSSP as required by 42 CFR Part 425 whether by termination, non-renewal, or expiration of the Agreement or the MSSP Agreement including furnishing all data necessary to complete the annual assessment of the ACO's quality of care and addresses other relevant matters. Parties further understand that MSSP attribution is determined by CMS, by Performance Year and will continue through the conclusion of Performance Year as determined by CMS policy and subject to any deadlines CMS may establish. This section shall survive termination of this Agreement.

4.3 Early Termination.

(a) ACO may terminate this Agreement immediately if ACO's MSSP Agreement is not accepted and approved by CMS by January 1, 2025.

(b) Either party may terminate this Agreement without cause upon ninety (90) calendar days prior written notice to the other party. If either party terminates this Agreement pursuant to this Section 4.3(b), the effective date of such termination will be the last day of the Performance Year, unless otherwise indicated in the MSSP Agreement.

(c) ACO or Practice may terminate this Agreement immediately upon written notice to the other party (or ACO may terminate if a Provider) commits an act of bankruptcy within the meaning of the bankruptcy, receivership, insolvency, reorganization, dissolution, or liquidation or other similar proceedings under either state or federal laws.

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(d) ACO or Practice may terminate this Agreement upon written notice to the other party if either of them fails to cure a material breach of this Agreement (other than a breach of Section 2.7 above) within thirty (30) days of written notice of such breach.

(e) ACO may terminate this Agreement upon the death or permanent disability (as determined by ACO) of a Provider if the Provider is the only physician employed by the Practice.

(f) ACO may immediately terminate this Agreement upon written notice to the Practice if Section 2.7 is breached by Practice or any Provider.

(g) **Intentionally Omitted.**

(h) Practice shall notify ACO immediately upon consummation of a Change of Control and ACO may immediately terminate this Agreement upon written notice to Practice in the event that Practice undergoes a Change of Control. "Change of Control" shall mean: any sale or other disposition of all or substantially all of Practice's property or assets, merger, consolidation, joint venture, affiliation or other change of ownership or management of, Practice or a parent or subsidiary thereof, whether in whole or in part and whether or not Practice survives or exists after the change.

Article 5 – Limitation of Liability

5.1 No Consequential or Indirect Damages. In no event shall either Party be liable to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in connection with this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether a Party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

Article 6 – Intellectual Property; Privacy & Confidentiality

6.1 Intellectual Property Rights.

(a) **Pre-Existing Practice Property.** ACO acknowledges and agrees that Practice owns all rights, title and interest to all property, including Intellectual Property Rights therein, including but not limited to goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to ACO by Practice (the "**Practice Property**"). After ACO is finished using the Practice Property in performing its obligations under this Agreement, ACO agrees to, at ACO's option, promptly destroy or return the Practice Property to Practice. If the Practice Property is destroyed by ACO pursuant to this Section 6.1(a), ACO will, upon the written request of Practice, promptly provide a written certification (for which email will suffice) confirming ACO's destruction of the Practice

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Property. Except as set forth herein, ACO shall not acquire any title, right, or interest in the Practice Property. Practice Property shall explicitly exclude ACO Data (except for Protected Health Information) as contemplated by Section 6.3(b) below.

- (b) **Pre-Existing ACO Property.** Practice acknowledges and agrees that ACO owns all rights, title and interest to all property, including Intellectual Property Rights therein, including, but not limited to, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Practice by ACO (the “**ACO Property**”). After Practice is finished using the ACO Property in performing its obligations under this Agreement, Practice agrees to, at Practice’s option, promptly destroy or return the ACO Property to ACO. If the ACO Property is destroyed by Practice pursuant to this Section 6.1(b), Practice will, upon the written request of ACO, promptly provide a written certification (for which email will suffice) confirming Practice’s destruction of the ACO Property. Practice shall not acquire any title, right, or interest in the ACO Property.
- (c) **Modifications and Derivatives.** All enhancements, modifications and derivative works made to the Practice Property, including any services provided by Practice with the Practice Property (collectively, “**Practice Derivatives**”), and all Intellectual Property Rights therein, shall be owned by Practice; provided however, that the combination of the ACO Property with the Practice Property shall not constitute Practice Derivatives. To the extent, if any, that ACO obtains any right, title or interest in or to any Practice Derivatives, ACO hereby irrevocably assigns to Practice all right, title and interest in and to Practice Derivatives, including all Intellectual Property Rights therein that may inure to ACO or that ACO is deemed to obtain pursuant to this Agreement. All enhancements, modifications and derivative works made to the ACO Property and/or ACO’s ACO activities (but excluding the Practice Property and Practice Derivatives) (collectively, “**ACO Derivatives**”), and all Intellectual Property Rights therein, shall be owned by ACO. To the extent, if any, that Practice obtains any right, title or interest in or to any ACO Derivatives, Practice hereby irrevocably assigns to ACO all right, title and interest in and to ACO Derivatives, including all Intellectual Property Rights therein that may inure to Practice or that Practice is deemed to obtain pursuant to this Agreement.

6.2 CONFIDENTIAL INFORMATION. Neither Practice nor ACO shall disclose to any unauthorized third party, including, without limitation, other ACO Participants or groups, confidential and proprietary information collected or exchanged pursuant to ACO’s policies and procedures or in connection with this Agreement or any information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary, including, but not limited to, financial terms negotiated between ACO and any party (“Confidential Information”), unless such disclosure is (i) required by law, (ii) authorized in writing by the Party that owns the Confidential Information, (iii) disclosed to other ACO Participants or participants in other accountable care organizations owned and operated by an affiliate of ACO solely for the purpose of evaluating and/or improving clinical quality and efficiency pursuant to ACO’s and its affiliates’ policies, (iv) made to a party’s directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants (“Agents”) on an as-needed basis, but only if such Agent has agreed in writing to maintain confidentiality of such information, or (v) disclosed in a manner that does not identify the patient or the physician and is produced for the purpose of studying or demonstrating ACO performance. Any disclosure on the part of one Party to the other pursuant to this Agreement shall not be deemed to constitute a transfer, assignment or license of the same and such information shall remain the sole and exclusive property of the disclosing party. The Parties agree that enforcement of this Section 6.2 may be through injunction, in addition to all other remedies that may be available to a Party at law or in equity.

6.3 PROTECTED HEALTH INFORMATION.

- (a) Practice agrees that ACO, acting in its capacity as Practice's business associate under the Business Associate Agreement attached hereto and incorporated herein as Attachment A (the "BAA"), may (i) request and receive Clinical Data and other administrative data from CMS and other data sources pertaining to medical services provided by Practice, and (ii) access – both during and prior to the start of the applicable Performance Year – Clinical Data of Practice's full patient panel for purposes specified in this Agreement, including achieving a smooth transition into quality assurance and quality improvement programs and care coordination activities.
- (b) Practice agrees that, subject to any consents or agreements required by CMS and restrictions under Applicable Privacy Laws, ACO shall be the sole and exclusive owner of all right, title and interest (including Intellectual Property Rights) in and to the following (in each case excluding Protected Health Information): (i) ACO Data; and (ii) any data set, including (x) any Limited Data Set (as defined by HIPAA) that is created by or on behalf of ACO, (y) any Clinical Data which has been de-identified or aggregated by ACO; and (z) any other derivative of Clinical Data, including in each case linking with third-party data sources. ACO may, in compliance with Applicable Privacy Laws, maintain, use and disclose all ACO Data, Clinical Data and the derivatives, combinations, manipulations and modifications (including de-identification) of all such data in connection with its commercial, research and other business purposes, including sharing such data with affiliated legal entities and/or jointly operated accountable care organizations.

Article 7 – General

7.1 Dispute Resolution.

- (a) Other than a claim for injunctive relief, if a dispute arises out of or relates to this Agreement, or the breach, termination, or invalidity thereof, and if the dispute cannot be settled through negotiation, the parties agree to first attempt in good faith to settle the dispute by mediation administered by the American Health Lawyers Association (the "AHLA") under its mediation rules, before resorting to arbitration. The parties will equally split the costs of such mediation. The parties will use good faith efforts to (a) mediate the dispute within 45 days from the date the demand for mediation is filed by the aggrieved party, and (b) agree on a mediator within 20 days from the date the demand for mediation is served on the other party(ies) and if they are unable to do so one will be appointed by the AHLA. Mediation will be held in Washington, D.C. unless the parties agree otherwise.
- (b) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof that cannot be resolved in accordance with Section 7.1(a) above will be settled by arbitration in accordance with the arbitration rules of the AHLA (the "AHLA Rules"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be selected in the manner provided in the AHLA Rules. The number of arbitrators will be one (1). The place of arbitration will be Washington, D.C., and Delaware law will apply without regard to conflicts of law. The arbitrator will be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this Section 7.1 will be construed so as to deny any party the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by any party of any provision contained in this Agreement.

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(c) The prevailing party in any arbitration, injunctive action, appeal or other proceeding will be entitled to recover, in addition to all other relief obtained, its, his or her reasonable costs, arbitrator fees, expenses and fees, including reasonable attorneys' fees and expert witness fees, incurred by the prevailing party in any such proceeding or in any post-judgment proceedings (including any motions to compel mediation or arbitration). Section 7.1 will survive the termination or expiration of this Agreement.

- 7.2 Third-Party Beneficiaries.** This Agreement is entered into by and between ACO, Practice, and the Providers for their respective benefit. Except as specifically provided herein, no third party will have any right to enforce any right or enjoy any benefit created or established under this Agreement. The parties acknowledge that, with respect to ACO's participation in the MSSP, CMS will be deemed to be a third-party beneficiary to this Agreement.
- 7.3 Waiver.** No waiver may be deemed to have been made unless made expressly in writing and signed by the waiving party. The waiving by either party of a breach of violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. No failure by either party to insist upon the strict performance of any provision of this Agreement may be construed as depriving that party of the right to insist on strict performance of that provision or of any other provision in the future.
- 7.4 Independent Contractor Relationship.** This Agreement is not intended to create nor will be construed to create any relationship between ACO and Practice and any Provider other than that of independent entities contracting for the purpose of effecting provisions of this Agreement.
- 7.5 Entire Agreement.** This Agreement, including all exhibits, schedules, and attachments hereto, constitutes the entire agreement of these parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral and written understandings or agreements between Practice and ACO or an affiliate thereof. Each party represents that it, and each signatory thereof, has the requisite corporate power and authority to enter into the Agreement.
- 7.6 Legislative Amendment.** During the Term, and notwithstanding any other provisions of this Agreement, the parties agree that, if any federal, state or local government or agency passes, issues, promulgates, or modifies any law, court decision, rule, regulation, standard or interpretation ("**Legislative Amendment**") impacting upon this Agreement, the parties will abide by said Legislative Amendment. Further, the parties agree that the Agreement will be construed as if amended to comply with such Legislative Amendment. In the event it is necessary to comply with applicable law ACO may, in ACO's sole discretion, amend this agreement by notice to Practice, to the extent necessary to comply with such law. Such amendment shall be effective upon notice in compliance with section 7.10 of this Agreement.
- 7.7 Jurisdiction.** This Agreement and any dispute under Sections 7.1 or 7.2 above or any theory of law between the parties will be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity, performance, and enforcement and without giving effect to contrary principles of conflict of laws.

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- 7.8 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Signatures to this Agreement that are distributed to the parties via facsimile or other electronic means (including PDF) will have the same effect as if distributed in original form to all parties.
- 7.9 Severability.** Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.
- 7.10 Notices.** Any notices required by this Agreement, from one party to the other, will be delivered in person, sent by e-mail message to the party's address indicated below, or sent by first-class mail, postage prepaid, to the party's address indicated below.
- 7.11 Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns, including Practice's Providers. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, ACO retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

[SIGNATURE PAGE TO FOLLOW]

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Practice

TEST Service LBN-1

By:

Name:

Title:

Tax Identification No.:

Provider Social Security Number (only if organized as a sole proprietorship):

Address for Notices:

E-Mail:

ACO

Aledade Accountable Care [], LLC

By:

Name:

Title:

Address for Notices:

4550 Montgomery Ave., Suite 950
Bethesda, MD 20814

E-Mail: contractingoperations@aledade.com

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**ATTACHMENT A
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (this “**BAA**”) is made as of [DATE] (the “**Effective Date**”), by and between [ALEDADE ENTITY], a Delaware limited liability company (“**Business Associate**”) and [PRACTICE] (“**Covered Entity**”) (individually a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Covered Entity participates in an accountable care organization with other Health Care Providers, pursuant to which Covered Entity and such other Health Care Providers constitute an Organized Health Care Arrangement;

WHEREAS, Business Associate and Covered Entity have entered into an agreement (the “**Underlying Agreement**”) pursuant to which Business Associate provides services to or on behalf of Covered Entity that may include, but are not limited to, actuarial, accounting consulting, data aggregation, management, administrative, accreditation or financial services (the “**Services**”);

WHEREAS, in connection with the Services, Covered Entity Discloses to Business Associate certain Protected Health Information (“**PHI**”); and

WHEREAS, the Parties desire to enter into this BAA to protect the privacy and security of such PHI in accordance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and associate regulations, including the privacy regulations located at 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “**Privacy Rule**”), the security regulations located at 45 C.F.R. Part 160 and Subparts A and C of Part 164 (the “**Security Rule**”), and the breach notification regulations located at 45 C.F.R. Subpart D of Part 164 (the “**Breach Notification Rule**,” all as amended from time to time, collectively the “**HIPAA Regulations**”); and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this BAA, all capitalized terms will have the meaning set forth in the HIPAA Regulations. In addition, the Parties acknowledge and agree that any reference to:

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- A. **“Discovery”** means the first day on which a Breach is known to Business Associate, or, by exercising reasonable diligence would have been known to Business Associate.
- B. **“Protected Health Information”** or **“PHI”** will be expressly limited to that Individually Identifiable Health Information that Business Associate Uses, Discloses, creates, receives, maintains, and/or transmits for or on behalf of Covered Entity to perform the Services.
- C. **“Unsuccessful Security Incident”** means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.

2. **PERMITTED USES AND DISCLOSURES.**

- A. **Uses.** Business Associate may Use PHI for (i) the purposes described in the Underlying Agreement, and (ii) the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- B. **Disclosures.** Business Associate may Disclose PHI for (i) the purposes described in the Underlying Agreement, and (ii) the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are (a) Required by Law, or (b) Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- C. **Covered Entity Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule as they apply to Covered Entity in the performance of such obligation(s). Except as permitted in this BAA, Business Associate may not Use or Disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity.
- D. **De-Identification and Data Aggregation.** Business Associate may (i) create de-identified information from PHI as described under 45 C.F.R. §164.514, and/or (ii) perform Data Aggregation services related to the Health Care Operations of Covered Entity.

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E. **Minimum Necessary.** Business Associate will, consistent with the minimum necessary standard set forth at 45 C.F.R. § 164.502(b), make reasonable efforts to request, Use or Disclose the minimum PHI necessary to accomplish the intended purpose of the Use, Disclosure, or request.

3. **SAFEGUARDS.** Business Associate has adopted, implemented and will maintain throughout the Term (defined below), administrative, physical and technical safeguards as required by the Security Rule to protect the confidentiality and security of Electronic PHI obtained from, or created on behalf of, Covered Entity.

4. **SUBCONTRACTORS.** Business Associate will ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same or materially similar restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.

5. **NOTIFICATION; MITIGATION.**

A. **Unauthorized Uses and Disclosures; Security Incidents.** Business Associate will, within thirty (30) business days of the date on which Business Associate becomes aware, report to Covered Entity any (i) Use or Disclosure of PHI not permitted by this BAA, or (ii) Security Incident.

B. **Breaches of Unsecured PHI.** Business Associate will (i) within fifteen (15) days of Discovery, report to Covered Entity any Breach of Unsecured PHI, (ii) to the extent possible, provide Covered Entity with the information required by 45 C.F.R. § 164.410, and (iii) provide such other information to Covered Entity in the manner required by the Breach Notification Rule, and as promptly as is possible.

C. **Unsuccessful Security Incidents.** The Parties agree that this Section 5(C) constitutes notice to Covered Entity of Unsuccessful Security Incidents.

D. **Mitigation.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any Use or Disclosure of PHI by Business Associate or its agents or Subcontractors in violation of this BAA.

6. **COVERED ENTITY OBLIGATIONS.**

A. **Notice of Privacy Practices.** Upon request by Business Associate, Covered Entity will provide Business Associate with Covered Entity's then-current notice of privacy practices. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy

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practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

B. **Restrictions on Use or Disclosure of PHI.** To the extent they affect Business Associate's permitted Uses or Disclosures of PHI, Covered Entity will promptly notify Business Associate of any (i) restrictions to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, or (ii) changes in, or revocation of, permission to Use or Disclose PHI.

C. **Requested Uses of Disclosures of PHI.** Except as otherwise permitted in this BAA, Covered Entity will not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

7. **INDIVIDUAL RIGHTS.**

A. **Access or Amend PHI in a Designated Record Set.** In the event Business Associate maintains a Designated Record Set on behalf of Covered Entity, upon written request, Business Associate will promptly provide or make available such information to Covered Entity to comply with 45 C.F.R. §§ 164.524 and 164.526. Business Associate will forward any request it receives from an Individual for access or amendment under such regulations to Covered Entity within fifteen (15) business days of receipt. The Parties agree that Covered Entity will be solely responsible for responding to requests for access or amendment.

B. **Accounting of Disclosures.** Business Associate will document Disclosures of PHI in accordance with 45 C.F.R. § 164.528 and make this information available to Covered Entity within fifteen (15) business days of Covered Entity's written request, to allow Covered Entity to respond to an Individual's request for Accounting of Disclosures. Business Associate will forward any request it receives from an Individual for an Accounting of Disclosures to Covered Entity within fifteen (15) business days of receipt. The Parties agree that Covered Entity will be solely responsible for preparing and delivering the Accounting of Disclosures to the Individual.

8. **TERM AND TERMINATION.**

A. **Term.** This BAA will be effective as of the Effective Date and will remain in effect until terminated in accordance with Section 8(B), below or when all PHI is destroyed or returned to Covered Entity.

B. **Termination for Breach.** Either Party may terminate this BAA (the "**Terminating Party**") upon written notice to the other Party (the "**Terminated Party**") if the Terminating Party determines that the Terminated Party has breached a material term of this BAA. The Terminating Party will provide the Terminated Party with written notice of the alleged breach and afford the Terminated Party the

opportunity to cure the breach to the satisfaction of the Terminating Party within thirty (30) days of the date of such notice. If the Terminated Party fails to timely cure the breach, as determined by the Terminating Party in its sole discretion, the Terminating Party may terminate this BAA.

C. **Effect of Termination.** Upon termination of this BAA for any reason, all PHI maintained by Business Associate or its Subcontractors will be returned or destroyed. If return or destruction is not feasible, Business Associate will inform Covered Entity of the reason thereof and will extend the protections of this BAA to such PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Business Associate retains the PHI.

9. **ACCESS TO RECORDS.** Subject to the attorney-client and other applicable legal privileges, Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary in a time and manner designated by the Secretary, for purposes of the Secretary determining the Party's compliance with the HIPAA Regulations.

10. **COMPLIANCE WITH LAWS.** Business Associate agrees to comply with applicable federal and state privacy laws, including but not limited to HIPAA, with respect to its Use and Disclosure of PHI.

11. **GENERAL.**

A. **Survival.** The provisions of this BAA that by their terms encompass continuing rights or responsibilities will survive the expiration or termination of this BAA.

B. **Notices.** Any notices pertaining to this BAA will be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid or sent by e-mail to the Party's address indicated below. A notice sent by certified mail will be deemed given on the date of receipt or refusal of receipt.

If to Covered Entity:

Attn: _____

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If to Business Associate:

Aledade, Inc.
4550 Montgomery Ave., #950N
Bethesda, MD 20814
Attn: Legal

- C. **Amendments.** Each Party will cooperate with the other Party to amend this BAA from time to time as is necessary to comply with the HIPAA Regulations. This BAA may not be amended, except by a writing signed by the Parties.
- D. **Choice of Law.** The validity, interpretation and performance of this BAA shall be governed by and construed in accordance with the laws of the State of Delaware.
- E. **Assignment of Rights and Delegation of Duties.** This BAA is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its obligations under this BAA without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, each Party retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- F. **Nature of Relationship.** Nothing in this BAA will be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. The Parties explicitly agree that Business Associate is an independent contractor of Covered Entity and not an agent of Covered Entity.
- G. **No Waiver.** Failure or delay on the part of a Party to exercise any right, power, privilege or remedy hereunder will not constitute a waiver thereof.
- H. **Severability.** The provisions of this BAA shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this BAA shall be effective and binding upon the Parties.

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- I. **No Third Party Beneficiaries.** Nothing in this BAA will be considered or construed as conferring any right or benefit on a person not party to this BAA or imposing any obligations on either Party hereto to persons not a party to this BAA.
- J. **Interpretation.** Any ambiguity in this BAA will be resolved in favor of a meaning that permits the Parties to comply with the HIPAA Regulations and any applicable state privacy laws.
- K. **Entire Agreement.** This BAA, together with any exhibits and amendments, if applicable, constitutes the entire agreement between the Parties, and supersedes all previous written or oral understandings or agreements between the Parties with respect to the Use and Disclosure of PHI. In the event of any inconsistency or conflict between any provisions of this BAA and any provisions of the Underlying Agreement, the provisions of this BAA will control with respect to Use and Disclosure of PHI.
- L. **Counterparts.** This BAA may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same BAA.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

Covered Entity

Business Associate

By: Aledade, Inc., its sole member

By: _____

By: _____

(Authorized Signature)

(Authorized Signature)

Name: _____

Name: _____

(Type or Print)

(Type or Print)

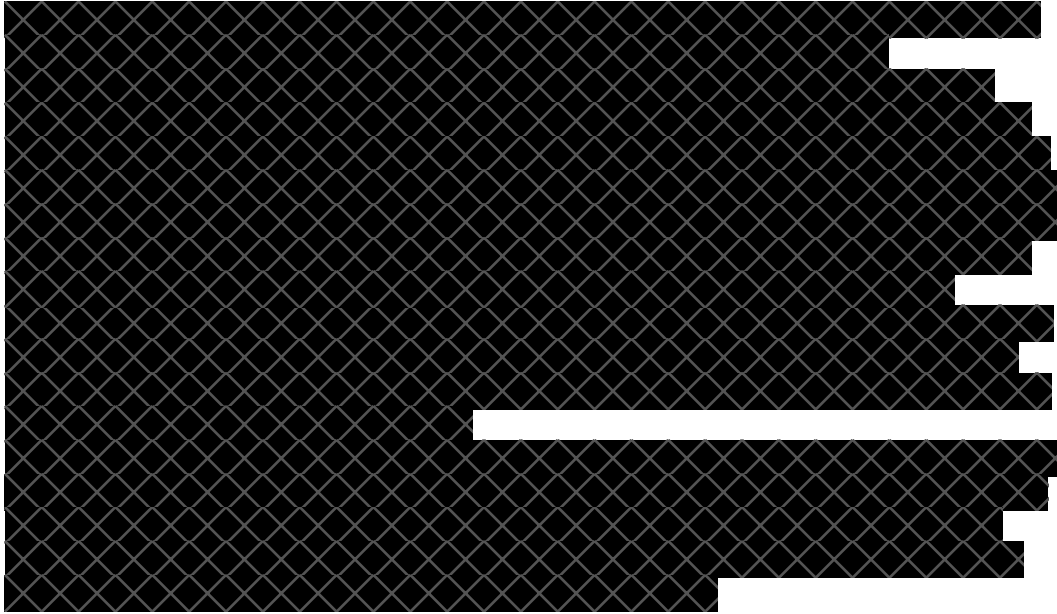
Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 3.4
DIVISION OF SHARED SAVINGS



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