MANAGEMENT SERVICES AGREEMENT

by and between

The Corvallis Clinic, P.C.

and

Optum Oregon MSO, LLC

[_____], 2023

TABLE OF CONTENTS

This **MANAGEMENT SERVICES AGREEMENT** ("Agreement") is made and entered into as of [_____], 2023 ("Effective Date"), by and between The Corvallis Clinic, P.C., an Oregon professional corporation ("Company"), and Optum Oregon MSO, LLC, a Delaware limited liability company ("Manager"). The Company and Manager are referred to herein each individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Company is a professional corporation duly organized under the laws of the State of Oregon and is in the business of arranging for its Providers (as defined in Section 1.01) to provide Professional Practice services to patients;

WHEREAS, the Company may, among other things, enter into agreements with organizations such as health insurers, self-insured employers, government payors, union trust funds, preferred provider organizations, managed care payors, health maintenance organizations, and other purchasers of Professional Practice services (collectively referred to as "Plans") for the arrangement of the provision of Professional Practice services to members of Plans;

WHEREAS, Manager is in the business of providing management, consulting, administrative, and other support services to independent practice associations and medical groups who provide or arrange for the provision of professional services;

WHEREAS, the Parties have an aligned vision for how healthcare should be delivered, focusing on the "Quadruple Aim" of a better patient experience, high quality outcomes, more affordable care, and high provider satisfaction; and

WHEREAS, in order to achieve the Quadruple Aim and as part of a broader affiliation between the Company and Manager as reflected in that certain Agreement and Plan of Merger, dated December 1, 2023, by and among the Company, Manager, and the other parties to such agreement and the other transactions contemplated thereby (collectively the "Transaction Documents"), the Parties agree that Manager will provide management, consulting, administrative, and other support services to the Company in order to permit the Company to devote its full efforts to rendering Professional Practice services on behalf of its respective patients, including members of Plans.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions set forth herein, the Parties have agreed and do hereby agree as follows:

ARTICLE I.
ENGAGEMENT OF MANAGER

1.01. Primary Purpose. The primary purpose of this Agreement is to secure for the Company the management, consulting, administrative, and other non-medical support services necessary to permit the employed and contracted licensed professionals of the Company, including physicians, physician's assistants, and nurses (the "Providers") to devote their efforts

on a concentrated and continuous basis to the rendering of Professional Practice services to patients.

1.02. Engagement and Power of Attorney. The Company hereby engages Manager to act as the sole and exclusive business manager of the Company in connection with the management of the business, operations, and all non-medical activities of the Company (collectively, "Company Operations"), in the name, for the account, and on behalf of the Company, and Manager hereby accepts such engagement for and in consideration of the compensation hereinafter provided. Except to the extent otherwise prohibited by law, the Company hereby appoints Manager, during the term of this Agreement, including any renewals thereof, the true and lawful attorney-in-fact with full powers to take possession of, endorse in the name of the Company, and deposit to the Company's account, as applicable, any notes, checks, money orders, insurance payments and any other document received in payment of any of the services rendered by the Company.

ARTICLE II.
GENERAL AUTHORITY OF THE PARTIES

2.01. Manager's Authority. Subject to the authority of the Company set forth in Section 2.02, Manager has the full responsibility and authority to operate and manage the day-to-day aspects of the Company Operations in any commercially reasonable manner Manager deems appropriate and to perform the specific functions set out elsewhere in this Agreement. Subject to the authority of the Company set forth in Section 2.02, Manager shall have exclusive authority over all non-medical decision-making relating to the Company Operations (except for decision-making relating to the delivery of Professional Practice services, which shall be the exclusive responsibility of the Providers). Additional responsibilities and duties of Manager hereunder shall be set forth in Article III and Exhibit A to this Agreement.

2.02. Retained Authority of the Company. The Board of Managers of the Company (the "Board"), and such officers of the Company to whom the Board has delegated such authority, at all times retain: (a) all authority exclusively reserved to them by law and the Company's operating agreement, as may be amended from time to time; and (b) such authority over matters relating to the professional judgment and services of the Providers. The Company acknowledges and agrees that the Company is solely responsible for making all required reports to any applicable practice boards that regulate the services provided by Company and the National Practitioner Data Bank; provided, however, that Manager shall provide assistance and information which is reasonably necessary for the Company to make such reports. Manager agrees that the Company and only the Company will perform the medical functions of the Company's business and Manager will have no authority, directly or indirectly, to perform and will not perform any medical function. Each of the Parties hereto agrees to cooperate fully with the other in connection with the performance of the obligations set forth herein.

2.03. Limitation on Liability. In connection with the provision of the Management Services under this Agreement, Manager shall be responsible for the receipt and disbursement of funds under this Agreement on behalf of the Company, but Manager shall not: (a) incur or assume any liability for any obligations, liabilities or debts of the Company or any Provider; or (b) be liable to the Company or any Provider, except as provided in Section 6.07, or to any other

third party who may claim such liability on the part of Manager, for any acts or omissions in the provision of the Management Services.

2.04. Relationship of the Parties. Manager and the Company are independent contractors with respect to each other. The Company and Manager each acknowledge and agree that:

(a) Neither is the employee or employer of the other;

(b) Nothing contained in this Agreement creates, constitutes or is to be construed as a partnership, joint venture, or any other business arrangement or organization between the Company and Manager;

(c) The Company retains exclusive authority to direct the medical, professional and clinical aspects of the Company and the Providers, and Manager shall not exercise control over or interfere with the clinical work of the Providers;

(d) Manager is not engaged in Professional Practice or other professional service for which state law requires a license. Only the Company and its Providers will perform such professional services;

(e) Manager shall not share in the fees for Professional Practice services that the Company renders. All compensation to Manager is solely in exchange for use of Manager's systems, infrastructure and assets, and for Manager's provision of the Management Services at a fair market value for such use and services;

(f) Manager may render similar services for other business entities and persons, whether or not engaged in the same business, and may enter into such other business activities as Manager, in its sole discretion, may determine, so long as the provision of such services does not prevent Manager from performing its duties under this Agreement; and

(g) Each Party shall be solely responsible for the acts and omissions of its own members, members of its board of managers, officers, employees, affiliates, contractors and agents; provided, however, that the Company shall not be responsible for Manager's acts and omissions except as set forth herein.

2.05. Professional Practice and Patient Records

(a) Professional Practice. Notwithstanding anything contained in this Agreement, the Company will have exclusive authority and control over the medical aspects of the Company to the extent the same constitute or directly affect the practice of medicine, nursing, social work or any ancillary services thereto (collectively, the "Professional Practice"), including supervision and control of all medical and professional affairs, all diagnosis, treatment and ethical determinations with respect to patients which are required by law to be decided by a licensed professional and all medical management and clinical decision-making for the Company. All Professional Practice services provided to patients shall be the ultimate responsibility of the Company.

All policies and procedures of the Company relating to the governance of its Providers who will be employed by or work under the direction of, or a contract with, the Company shall be adopted from time to time in the sole discretion of the Company, subject however only to prior consultation with Manager (which shall not be able to approve or disapprove such policies). Such policies may include practice standards, peer review and corrective action, disciplinary matters, on-call schedules, referral physician panel and services, clinical procedures, utilization review and quality assurance procedures, credentialing, appointment and replacement of the Company's Medical Directors, patient care decisions, Provider professional compensation and incentives, physician training, continuing education, professional development and clinical supervision. Manager shall have no right, either directly or indirectly, to control or direct the delivery of any professional service by the Company to any person and shall not: (i) interfere in any aspect of the Company's operations that is encompassed within the Professional Practice; or (ii) direct or influence the admissions of patients to licensed hospitals or other health facilities, including hospices or skilled nursing facilities, or referrals to physicians or other health care professionals. Manager shall have no right or authority to hire, employ, train, supervise, terminate or compensate any licensed individual for or on behalf of the Company with respect to the Professional Practice. Should any function assigned to Manager under this Agreement be construed to be within the Professional Practice such that, if performed by Manager, it would be violative of applicable prohibitions against the corporate practice of medicine, such function thereafter shall be assigned to and become the responsibility of the Company.

(b) Records. On termination of this Agreement, the Company shall retain ownership of all patient records maintained by the Company or Manager in the name of the Company. The Company shall, at its option, be entitled to retain copies of financial and accounting records relating to the Professional Practice services performed by the Company or the Providers. Manager shall be entitled to access the Company's patient files to the extent that such files provide information that is useful to Manager for business and/or financial purposes, provided that the patient confidentiality of such records is protected as required by applicable laws and regulations. All records relating in any way to the operation of the Company which are not the property of the Company under the foregoing provisions shall at all times be the property of Manager. The Company shall be entitled to access any financial, accounting and other information relating to the Company and to make copies thereof.

ARTICLE III.
DUTIES OF MANAGER

3.01. Management Services. Consistent with applicable federal, state and local laws, the Company hereby engages Manager on an exclusive basis to provide management services to the Company. Manager's duties include, but are not limited to, providing the services set forth on attached Exhibit A (collectively, the "Management Services").

3.02. Advisors, Consultants, Subcontractors, and Affiliates. Manager may utilize the services of advisors, consultants, subcontractors, and affiliates as it deems necessary to carry out the Management Services; provided, however, if the Company delivers to Manager a written

good faith and reasonable objection against the continued utilization of any particular advisor, consultant, subcontractor or affiliate, Manager shall consider such objection in good faith.

3.03. Excluded Services and Liabilities. Manager has no obligation or authority under this Agreement regarding, and shall not undertake, any activity which is required by law to be provided solely by a licensed individual. Moreover, the Parties acknowledge and agree that Manager may not be held responsible for any damages, costs, or liabilities related to the delivery of Professional Practice services to the patients of the Company or any Provider.

3.04. Authority to Carry out Management Services. The Company hereby grants Manager the authority to carry out the Management Services on behalf of the Company. Accordingly, the Company hereby grants Manager, and individuals that Manager authorizes to carry out the Management Services, with the authority to execute contracts and other instruments on behalf of the Company (which do not relate to or interfere with the professional judgment of the Company or the Providers) as is necessary or useful in the performance of the Management Services; provided, however, that this provision does not apply where the Board or the law expressly prohibits such a delegation of authority. In addition, the Company shall cooperate with Manager in transferring and accepting or making assignment of contracts and other assets as necessary or useful in the management of the Company.

3.05. Loans. Manager or an affiliate of Manager or any of its members may extend loans or lines of credit, as may be necessary, to the Company under commercially reasonable terms and subject to applicable law.

ARTICLE IV.
DUTIES OF THE COMPANY

4.01. Payment of Providers. The Company is solely financially responsible for the fees due to Providers, as well as responsible for all other taxes now or hereafter applicable with regard to Providers. The Parties agree that neither the Company nor any of its employees or independent contractors have any claim under this Agreement or otherwise against Manager for any health and welfare benefits, pension plan or retirement benefits, vacation, sick leave, retirement, disability, or any other employee benefits of any type. All such benefits, if any, are the sole responsibility of the Company, and the Company shall indemnify and hold harmless Manager, its members, members of its board of managers, officers, employees, and agents from and against any and all claims, liability, loss, damage, or expenses (including reasonable attorney fees) arising from the Company's responsibilities under this Section 4.01.

4.02. Fees. The Company shall pay Manager the fees as set forth in Article VII as compensation for Manager's provision of the Management Services.

4.03. Company Governance. The Company is solely responsible for matters involving its internal corporate governance, employees, and similar internal matters. The Company covenants and agrees that, at all times during the term of this Agreement, it shall conduct all corporate activities required by its articles of organization and operating agreement, including but not limited to election of a board of managers, election of officers, and appointment of committee members.

4.04. Compliance with Laws. At all times during the term of this Agreement, the Company shall be, and shall ensure that each Provider employed or contracted by the Company is, appropriately licensed by the state in which such Provider is furnishing Professional Practice services. The Company shall comply, and shall ensure that all employed Providers comply, with all applicable federal, state, and local laws, rules, regulations, and restrictions, including without limitation, the federal and state anti-kickback statutes, federal false claims act, Stark and self-referral statutes, false claims act of any state and those requirements imposed on the Company by any licenses, permits, certificates of authority or authorizations (including authorizations or agreements to participate in Medicare or state Medicaid programs) which the Company is required to maintain. In the event that any disciplinary actions or medical malpractice actions are initiated against any Provider employed or contracted by the Company, the Company shall immediately inform Manager of such action and the underlying facts and circumstances. With the assistance of and consultation with Manager, the Company shall establish and operate a peer review program for all Providers engaged in Professional Practice on its behalf. The Company shall monitor the quality of services provided by Providers.

4.05. Provider Agreements. The Company shall ensure that all agreements with Providers are and remain during the term of this Agreement in material compliance with applicable federal and state laws. The Company will ensure that Providers shall possess medical staff membership at the hospitals required by Plans and comply with all other contracting and credentialing requirements set forth by such Plans. Manager shall reasonably cooperate with and assist the Company to meet its obligations under this Section 4.05; provided, however, that the Company acknowledges and agrees that it shall retain ultimate responsibility for meeting such obligations.

4.06. Company Restrictive Covenant. During the term of this Agreement, the Company shall not directly or indirectly, through an affiliate (which shall not include independent contractor physicians of the Company) or otherwise, without the prior written consent of Manager, which consent may be withheld by Manager in its sole discretion, acquire, establish, operate, manage, control, own (debt or equity, but excluding ownership of less than five percent of the equity of any publicly traded entity), or maintain any other interest in, in any such case within the State of Oregon: (a) any entity or enterprise that provides consulting or management services to participating providers or offers any type of services or products similar to those that Manager offers; or (b) any health maintenance organization, preferred provider organization, exclusive provider organization, or similar entity or organization. The Company acknowledges that the geographic boundaries, scope of prohibited activities and the duration of this Section 4.06 are reasonable and are no broader than are necessary to protect the legitimate business interests of Manager. The Parties agree and stipulate that the agreements and covenants not to compete contained in this Section 4.06 are fair and reasonable in light of all of the facts and circumstances of the relationship between Manager and the Company. Manager and the Company are aware, however, that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of, and not in derogation of, the provisions of this Section 4.06, Manager and the Company agree that, in the event a court should decline to enforce any of the provisions of this Section 4.06, this Section 4.06 shall be deemed to be modified or reformed to restrict the Company's competition with Manager to the maximum extent, as to time, geographic and business scope, which the court shall find enforceable;

provided, however, that in no event shall the provisions of this Section 4.06 be deemed to be more restrictive to the Company than those contained herein.

4.07. Inventions. The Company shall disclose, and shall ensure that any employed Provider discloses, promptly and fully to Manager in writing all improvements, developments, useful modifications, discoveries, or inventions, conceived or produced by the Company, either alone or with others, relating to Manager's systems or infrastructure ("Inventions"). Company hereby irrevocably assigns, and agrees irrevocably to assign, to Manager all right, title, and interest of the Company in and to such Inventions. The Company shall, and shall ensure that all employed Providers: (a) execute any and all instruments of assignment or other documents necessary or reasonably requested by Manager to evidence the above ownership of Manager; and (b) assist in the preparation, prosecution, and procurement of patents, copyrights, or other forms of protection in connection therewith, all at Manager's request and expense.

4.08. Non-Solicitation. The Company shall not, during the term of this Agreement and for a period of two years thereafter, employ, engage, solicit, or contract for the employment or services of any employee or former employee of Manager, without the prior written approval of Manager.

4.09. Taxes. The Company shall ensure that the Company timely files and properly pays all federal, state, local, or foreign assessments, levies, or taxes of any kind, including without limitation, income, payroll, and property taxes, together with any applicable interest or penalties, whether disputed or not, imposed by the United States, by any foreign country, or by any state, municipality, subdivision or instrumentality of any of the foregoing, or any other taxing authority of any kind.

4.10. Employment of and Contracting with Providers. The Company shall have complete control of and responsibility for the hiring, contracting, compensation, supervision, evaluation and termination of any Provider engaged in Professional Practice on its behalf. The Company shall be responsible for the payment of the salaries and wages, payroll taxes, employee benefits and all other taxes and charges now or hereafter applicable to such Providers. The Company shall hold Manager harmless from any claims any Provider engaged in Professional Practice may assert against Manager related to employees, contractors or associates of the Company.

4.11. Patient and Other Fees. The Company shall, in its sole discretion, determine the fees for all patient services rendered by or through it, including fees payable to the Company pursuant to service contracts between the Company and Plans ("Service Contracts"). Manager shall provide recommendations to the Company regarding the Service Contracts, its charges, and fees, which recommendations the Company shall consider in good faith, and the Company shall affirmatively consult with Manager regarding the Service Contracts, its charges, and fees. The Company shall promptly consult with Manager of any changes with regard to the Company's Service Contract charges and fees and shall consider, in good faith, Manager's recommendations regarding such changes. The Company shall use commercially reasonable efforts to collect all copayments, coinsurance or deductibles payable by patients of the Company at the time of service.

4.12. Good Standing. The Company is, and shall remain throughout the term of this Agreement, a professional corporation organized under Chapter 58 of the Oregon Revised Statutes, in good standing under the laws of the State of Oregon with no legal or other impediments to carrying out its duties hereunder.

4.13. Payment of Company's Obligations. Notwithstanding any provision of this Agreement that may be construed to the contrary, the Company shall be solely responsible for payment of all of the Company's obligations. The Company acknowledges and agrees that Manager shall have no liability for the Company's failure to pay any and all of the Company's debts and expenses, including, but not limited to, payments owing to Providers.

4.14. Material Contracts. The Company shall not enter into any material agreement (including any loan, extension of credit or investment) relating to Company Operations with a person or entity (including any officer, manager or affiliate of the Company, or any member of such manager's, officer's or affiliate's respective immediate families or any entity directly or indirectly affiliated with any such officers, managers or members of their immediate families) without the prior written consent of Manager.

ARTICLE V.
RESERVED

ARTICLE VI.
INSURANCE AND INDEMNIFICATION

6.01. Company Insurance. At all times during the term of this Agreement, the Company shall maintain the following insurance coverages, which shall be arranged on behalf of the Company by Manager: (a) statutory workers' compensation insurance for the Company's employees, (b) medical malpractice liability insurance with a minimum limit of liability of one million dollars ($1,000,000) per claim or occurrence and three million dollars ($3,000,000) in the aggregate, and (c) any other insurance deemed necessary insurance by Manager (collectively, the "Company Insurance"). Insurance shall be sufficient to cover the liabilities arising from the Company's obligations under this Agreement. Manager may provide certificates of insurance and other evidence of insurance coverage on behalf of the Company.

6.02. Requirement of Notification. The Manager shall notify Company prior to the effective date of any proposed change in the Company Insurance. This Section 6.02 applies to any cancellation, non-renewal, reduction in amount of coverage, replacement, or substitution of any policy or policies.

6.03. Medical Malpractice Liability Insurance. All medical malpractice liability insurance maintained pursuant to Section 6.01 shall be issued on an "occurrence" or "claims made" basis. Coverage issued on a "claims made" basis shall include prior acts coverage and an extended reporting period (tail) provision. The Company shall exercise such extended reporting period (tail) coverage at the direction of Manager.

6.04. Non-Employee Providers Insurance. The Manager shall also cause as a condition of participation that each non-employee Provider maintain medical malpractice liability insurance in amounts of at least one million dollars ($1,000,000) per claim or occurrence and

three million dollars ($3,000,000) in the aggregate. All medical malpractice liability insurance maintained pursuant to this Section 6.04 shall be issued on an "occurrence" or "claims made" basis. Coverage issued on a "claims made" basis shall include prior acts coverage and an extended reporting period (tail) provision.

6.05. Manager's Coverage. During the term of this Agreement, Manager shall maintain commercial general liability insurance sufficient to cover liabilities arising from Manager's obligations under this Agreement, with a minimum limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate.

6.06. Indemnification by the Company . The Company shall indemnify, hold harmless, and defend Manager and its affiliates and its and their respective officers, board members, members, employees, and agents (each a "Manager Indemnified Party") from and against any and all claim, loss, liability, deficiency, damage, tax liability or detriment, whether direct or indirect, amount paid in settlement, expense or cost (including reasonable costs of investigation, defense and legal fees and expenses) (collectively, "Losses") to the extent not covered by insurance in the name of the Company, caused or asserted to have been caused, directly or indirectly, by or as a result of the negligent acts or omissions or the intentional misconduct of the Company or any Provider or any breach of this Agreement.

6.07. Indemnification by Manager. Manager shall indemnify, hold harmless, and defend the Company and its officers, managers, members, employees, Medical Directors and agents (each a "Company Indemnified Party") from and against any Losses to the extent not covered by insurance in the name of Manager, caused by or as a result of the negligent acts or omissions of Manager, its employees or subcontractors under this Agreement during the term of this Agreement (other than with respect to any such act or omission at the direction of or in accordance with the written instructions from the Company).

6.08. Indemnification Procedures. As used herein, an "Indemnified Party" shall refer to a Company Indemnified Party or a Manager Indemnified Party, as applicable, the "Notifying Party" shall refer to the party hereto whose Indemnified Parties are entitled to indemnification hereby, and the "Indemnifying Party" shall refer to the party hereto obligated to indemnify such Notifying Party's Indemnified Parties.

(a) As a condition precedent to any claim for indemnification under Section 6.06 or 6.07, in the event that any of the Indemnified Parties is made a defendant in or party to any action or proceeding (including, without limitation, any audit, action or proceeding relating to taxes), judicial or administrative, instituted by any third party for which the liability or the costs or expenses are Losses (any such third party action or proceeding being referred to as a "Claim"), the Notifying Party shall give the Indemnifying Party prompt notice thereof, within ten (10) days, to the extent practicable, of the date the Notifying Party receives notice of the Claim. The failure to give such notice shall not affect any Indemnified Party's ability to seek reimbursement unless, and only to the extent that, such failure has materially and adversely affected the Indemnifying Party's ability to defend successfully a Claim. The Indemnifying Party shall be entitled to contest and defend such Claim, provided that the Indemnifying Party diligently contests and defends such Claim. Notice of the intention so to contest and

defend shall be given by the Indemnifying Party to the Notifying Party within 15 business days after the Notifying Party's notice of such Claim (but, in any event, at least five (5) business days prior to the date that an answer to such Claim is due to be filed). Reputable attorneys reasonably acceptable to the Indemnified Party employed by the Indemnifying Party shall conduct such contest and defense. The Notifying Party shall be entitled at any time, at its own cost and expense (which expense shall not constitute a Loss unless the Notifying Party reasonably determines that the Indemnifying Party, because of a conflict of interest, may not adequately represent any interests of the Indemnified Parties with respect to a Claim, and only to the extent that such expenses are reasonable), to participate in such contest and defense and to be represented by attorneys of its or their own choosing. If the Notifying Party elects to participate in such defense, the Notifying Party will cooperate with the Indemnifying Party in the conduct of such defense. Neither the Notifying Party nor the Indemnifying Party may concede, settle or compromise any Claim without the consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, if (v) the Indemnifying Party does not assume the defense of the Claim, (w) the Indemnified Party reasonably determines that there is a conflict of interest that prevents the Indemnifying Party from adequately representing the Indemnified Party's interests with respect to the claim, (x) a Claim seeks relief other than the payment of monetary damages, (y) the subject matter of a Claim relates to the ongoing business of the Indemnified Party, which Claim, if decided against the Indemnified Party, would adversely affect the ongoing business or reputation of the Indemnified Party or (z) the Indemnified Party would not be fully indemnified with respect to such Claim, then, in each such case, the Indemnified Party alone shall be entitled to contest, defend and settle such Claim in the first instance and the Indemnifying Party must reimburse the Indemnified Party for its reasonable out of pocket costs and expenses (including reasonable fees of outside counsel) for such contest, defense or settlement of such Claim. If the Indemnified Party does not contest, defend or settle such Claim, the Indemnifying Party shall then have the right to contest and defend (but not settle) such Claim.

(b) In the event any Indemnified Party has a claim against any Indemnifying Party that does not involve, or no longer involves, a Claim, the Notifying Party shall deliver a notice of such claim and an estimate of the amount of the applicable Loss (if reasonably practicable) with reasonable promptness to the Indemnifying Party. If the Indemnifying Party notifies the Notifying Party that it does not dispute the claim described in such notice or fails to notify the Notifying Party within thirty (30) days after delivery of such notice by the Notifying Party whether the Indemnifying Party disputes the claim described in such notice, the Loss in the amount specified in the Notifying Party's notice will be conclusively deemed a liability of the Indemnifying Party and the Indemnified Party shall be entitled to recover the amount of such Loss from the Indemnifying Party in accordance with the terms and conditions of this Article VI. If the Indemnifying Party has timely disputed its liability with respect to such claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute for a period of at least thirty (30) days, and if such dispute is not resolved through such negotiation prior to the expiration of such period, such dispute shall be resolved in accordance with Section 10.19.

6.09. Survival. The indemnification obligations of the Parties set forth in Sections 6.06 and 6.07 survive indefinitely, regardless of any expiration, termination, or rescission of this Agreement.

ARTICLE VII.
MANAGEMENT FEES

7.01. Management Fees. The Company and Manager agree that the fees to be paid to Manager are in consideration for the Management Services provided and the substantial commitment and effort made by Manager, and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value. The Company shall pay to Manager the Management Fee set forth in Exhibit B.

7.02. Payments. On a monthly basis, Manager shall submit an invoice to the Company, and the Company shall remit payment to Manager within seven (7) business days after receipt of such invoice.

7.03. Shortfall Amount. If at any time the Company fails to timely pay amounts due to Manager pursuant to this Article VII, any such shortfall shall accrue interest (at the Prime Rate per annum, as published in the Wall Street Journal on the date such shortfall originates). The Company expressly covenants and agrees to immediately pay the outstanding amount of all such shortfalls (and accrued, but unpaid interest) contemplated by this Section 7.03 upon the earlier of: (a) the receipt of the Company's next available funds; or (b) upon demand by Manager.

ARTICLE VIII.
TERM OF AGREEMENT

8.01. Term. The Parties intend that the term of the arrangements under this Agreement shall be thirty (30) years with automatic ten (10) year renewal terms, subject only to the rights of termination pursuant to Sections 8.02, 8.03 and 8.04.

8.02. Termination by Manager with Cause. This Agreement may be terminated by Manager upon a material breach of any provision of this Agreement by the Company which is not cured within sixty (60) days after written notice is given to the Company specifying the nature of the alleged breach or upon any change in law or regulation which would inure to the detriment of Manager.

8.03. Termination by Manager without Cause. This Agreement may be terminated by Manager without cause upon six (6) months written notice to the Company.

8.04. Termination by the Company with Cause. This Agreement may be terminated by the Company only in the event of fraud or other illegal acts of Manager; provided, however, that such events must first have been proven in a court of competent jurisdiction and all appeal rights related thereto have been exhausted prior to any termination pursuant to this Section 8.04. Except as provided in this Section 8.04, under no circumstances shall the Company have the right to terminate this Agreement.

8.05. Rights upon Termination. Upon expiration or termination of this Agreement for any reason or cause whatsoever, the Company will immediately surrender to Manager any property or proprietary information of Manager in the possession of the Company at the time of termination and Manager will immediately surrender to the Company all books, records and electronic files pertaining to the Company that are not the property or proprietary information of Manager. Termination of this Agreement will not release or discharge either Party from any obligation, debt or liability which will have previously accrued and remain to be performed upon the date of termination.

8.06. Additional Remedies. In the event a default by either Party involves the failure to make a payment as provided in this Agreement, the non-defaulting Party shall, in addition to the recovery of the amount unpaid, be entitled to reasonable attorneys' fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

ARTICLE IX.
PATIENT CONFIDENTIALITY

9.01. General Confidentiality. Manager shall protect the confidentiality of the records of the Company, including those related to Company Operations, to the extent such records are within the control or direction of Manager, including, without limitation, patient medical records, and shall comply with applicable federal, state, and local laws and regulations, and medical ethical standards, pertaining to the records of the Company. Manager shall take no action with respect to such medical records to which the Company objects, unless otherwise required by law or to comply with an order of any court or governmental agency.

9.02. Business Associate Addendum. The Parties shall comply with the terms of the Business Associate Addendum attached as Exhibit C. In addition, by virtue of participation in this Agreement and the affiliation contemplated by the Transaction Documents, the Parties acknowledge and agree that the Company is a part of an "affiliated covered entity," as defined by 45 C.F.R. § 164.105 and are therefore subject to the terms of the Master Business Associate Agreement between Manager and the affiliated covered entities of Manager and such identified business associates.

ARTICLE X.
MISCELLANEOUS

10.01. Assignment.

(a) Manager may assign any or all of its rights and delegate any or all of its obligations hereunder to any of its affiliates. Manager may also assign all or any part of its right, title and interest in any payments to be received hereunder by Manager to a bank or any other financial institution or any person from which Manager has obtained, or will obtain, financing, and Manager may grant a security interest in such payments.

(b) Manager may assign this Agreement to an entity of any kind succeeding to the business of Manager in connection with the merger, consolidation, or transfer of all or substantially all of the assets and business of Manager to such successor.

(c) The Company may not assign any of its rights or delegate any of its duties or obligations hereunder without the prior written consent of Manager.

(d) All of the terms, provisions, covenants, conditions, and obligations of this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the Parties hereto.

10.02. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement (each a "Notice") shall be in writing and will be deemed to have been given (a) when personally delivered, (b) when receipt is electronically confirmed, if sent by facsimile, telecopy or other electronic transmission device; provided, however, that if receipt is confirmed after normal business hours of the recipient, notice shall be deemed to have been given on the next business day, (c) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery or (d) three (3) business days after being sent by registered or certified mail. Notices, demands and communications to the Company and Manager shall, unless another address is specified in writing, be sent to the address indicated below:

If to the Company:

The Corvallis Clinic, P.C.
c/o Collaborative Care Holdings, LLC
11000 Optum Circle
MN101-W013
Eden Prairie, MN 55344
Attention: Chief Legal Officer

If to Manager:

Optum Oregon MSO, LLC
9900 Bren Road East
Minnetonka, MN 55343
Attention: Vice President, Corporate Development

10.03. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the Parties as expressed herein.

10.04. Governing Law. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Delaware exclusive of Delaware's choice of law provisions and principles.

10.05. Entire Agreement; Amendment. This Agreement, along with all agreements referred to herein, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the

Parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the Parties.

10.06. Headings. The captions at the head of a section or a paragraph of this Agreement are designed for convenience of reference only and are not to be used to interpret any provision of this Agreement.

10.07. Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the Party charged with such waiver.

10.08. Construction. The language herein shall be construed, in all cases, according to its plain meaning, and not for or against either Party. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction which states that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

10.09. Prevention of Performance by Manager. Manager shall not be liable for any loss or damage to the Company (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder: (a) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefor, whether or not said order, request or control ultimately proves to have been invalid; or (b) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, Manager shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance if such shall involve additional expense or a departure from its normal practices, unless the Parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by the Company as a result thereof.

10.10. Waiver of Breach. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

10.11. Books and Records. Manager and any of Manager's counsel, accountants or designated representatives, during normal business hours, will have the right to examine and make copies of the Company's books and records. The Company will have the right to inspect and copy all books and records of Manager related to the Management Services.

10.12. Ownership of Marketing Materials; Confidentiality

(a) All marketing materials, advertisements, programs, guides, publications, pamphlets, flyers and all such other forms of information and materials (collectively, "Marketing Materials") designed and developed by Manager to assist the Company in the marketing of Company's Professional Practice services, together with any and all such other Marketing Materials designed and/or developed by Manager for the Company, belong to and are the exclusive property of Manager.

(b) Upon termination of this Agreement, the Company shall promptly relinquish to Manager all papers, documents, writings, files, data, or materials, including, without limitation, the Marketing Materials, belonging to Manager that are, at such time, in the possession of the Company.

(c) All marketing materials, advertisements, programs, guides, publications, pamphlets, flyers, and all such other forms of information and materials (collectively, "Company Marketing Materials") designed and developed solely by the Company for its use in the marketing of Company's Professional Practice services, together with any and all such other Company Marketing Materials designed and/or developed by the Company, belong to and are the exclusive property of the Company.

(d) Upon termination of this Agreement, Manager shall promptly relinquish to the Company all papers, documents, writings, files, data or materials belonging to the Company (collectively, "Materials") that are, at such time, in the possession of Manager, subject to Manager's rights to retain copies of the Materials as required by law or for use in defending litigation.

(e) Each Party shall hold, and shall use its commercially reasonable best efforts to cause its affiliates, and their respective officers, members of its board of managers, members, employees and agents to hold, in strict confidence from any person, unless (a) compelled to disclose by judicial or administrative process or by other requirements of law or (b) disclosed in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies hereby, all documents and information concerning the other Party or any of its affiliates furnished to it by any other Party or such other Party's officers, members of such other Parties' board of managers and agents in connection with this Agreement, except to the extent that such documents or information can be shown to have been (i) previously known by the Party receiving ("Receiving Party") such documents or information, (ii) in the public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such Receiving Party or (iii) later acquired by the Receiving Party from another source if the Receiving Party is not aware that such source is under an obligation to another Party to keep such documents and information confidential.

10.13. Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the Parties may have, at law or in equity.

10.14. Attorneys' Fees. If legal action is commenced by either Party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the Party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

10.15. Survival. The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of two (2) years.

10.16. No Third Party Beneficiaries. The Parties do not intend this Agreement to create any third party beneficiaries, including without limitation, individuals who are the subject of PHI (as defined in Exhibit C).

10.17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

10.18. Security. As security and collateral for: (a) the obligations of the Company to Manager under this Agreement; and (b) any loans from Manager to the Company (whether made before or after the date hereof), the Company shall grant first priority security interest to Manager in all tangible and intangible assets of the Company, whether now owned or later acquired, and to all proceeds from such assets pursuant to a security agreement, substantially in the form of Exhibit D. The Company agrees and the Company shall cause its members to agree to execute such further documents and instruments as may be deemed necessary or desirable by Manager, in Manager's sole discretion, to effect the provisions of this Section 10.18.

10.19. Consent to Jurisdiction; Waiver of Jury Trial. The Parties agree that any dispute arising under this Agreement shall be arbitrated in the State of Delaware. If arbitration is not available in connection with any dispute, then any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof shall be brought in the courts of the State of Delaware or the courts of the United States of America for the district of competent jurisdiction, and, by execution and delivery of this Agreement, the Parties hereby accept for themselves and in respect of their property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts. The Parties waive the right to trial by jury with respect to any claims hereby. The Parties further irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Parties at their addresses referred to in Section 10.02. The Parties hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to and hereby further irrevocably waive and agree, to the extent permitted by applicable law, not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Management Services Agreement effective on the date set forth above:

THE CORVALLIS CLINIC, P.C.

_____

By: [redacted]
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Management Services Agreement effective on the date set forth above:

OPTUM OREGON MSO, LLC

_____

By:
Title:

EXHIBIT A

MANAGEMENT SERVICES

Subject to the limitations, conditions and restrictions contained in the Agreement and any further restrictions imposed by applicable law:

(a) General Administrative Services. Manager shall provide general business management, administration and supervision for the business operations of the Company, which shall include secretarial and other office personnel support services, staff support for the Board and committee meetings of the Company, administrative record keeping, other similar administrative services required in the day-to-day operation of the Company, IT systems and support, and real estate management and acquisition.

(b) Enhancement of Care Delivery. Manager shall assist the Company regarding the assessment of the effects and efficiencies of the network's evolving care delivery model, including collaborating with Plans in the market to explore new concepts and improvements in processes and care delivery.

(c) Billing, Coding, Claims Processing, Accounting and Financial Management Services. With respect to accounting and financial management services, and recognizing that the following services are not dependent upon the professional medical judgment of Providers, Manager shall:

(i) have exclusive authority with respect to the establishment and preparation of the budgets, which budgets shall be based on consultation with the Company and reflect in reasonable detail anticipated revenues and expenses;

(ii) in consultation with the Company, whose consent shall not be unreasonably withheld, establish and maintain bank accounts in the name of the Company ("Accounts"). Manager shall at all times manage the Accounts and shall be the sole signatory to the Accounts during the term of this Agreement, unless otherwise agreed to by the Parties in writing. Through the grant of power of attorney set forth in Section 1.02, officers of Manager are authorized to do the following on behalf of the Company:

(A) to open and close bank accounts;

(B) to enter into, modify, or discontinue banking and financial services arrangements, agreements and contracts;

(C) to execute cash management, currency or rate trading, or trade finance transactions with any bank or financial institution; and

(D) to designate individuals authorized to transfer funds on behalf of the Company via checks and drafts, electronic funds transfer, or trade finance disbursements;

(iii) on a monthly basis, reconcile checks written or electronic funds transfers made with bank statements;

(iv) on a monthly basis, prepare balance sheets and income statements. Such financial statements shall not be audited statements. Manager agrees to cooperate with any annual audit the Company obtains at the Company's sole cost and expense by an independent public accounting firm selected by Manager;

(v) subject to any requirements of any Plan, including without limitation the Medicare and Medicaid programs, receive and deposit on a timely basis capitation and other payments received by the Company;

(vi) monitor any other revenue receipt programs Plans might have and seek reimbursement from such Plans;

(vii) administer capitation and other distributions from Plans pursuant to Plan agreements in accordance with an allocation process that is consistent with agreements with Plans and reflects actual compensation payable to the Company on a basis consistent with fair market value, including auditing and monitoring of risk pools, negotiation settlement of the Company's share of such pools and establishment and maintenance of incurred but not reported reserves for the Company, provided, however, that the Company understands the obligation and ability of Manager to review the risk pool accounts may be limited by the information provided by Plans or other parties to the risk pool arrangement responsible for the provision of such information to the Company;

(viii) assist the Company in administering and updating Provider incentive compensation systems;

(ix) implement and maintain revenue cycle management programs;

(x) provide coding support and billing and processing of claims to payors for coordination of benefits and other third party liability payments according to the terms of agreements with Plans; and

(xi) perform the purchasing function required for the Company's operation on an economic and efficient basis.

(d) Budgets and Reports. Manager shall prepare and deliver to the Company annual budgets and monthly financial reports, and prepare written reports, as requested, for meetings of the Company's management and Board and assist the Board in establishing policies related to cash investment, tax planning, and other financial policies, which may periodically be adopted by the Board. Manager's activities in this regard shall be limited to recommendations. The Board shall retain sole fiduciary responsibility with respect to this Section (d), and shall make all decisions regarding investment and other financial policies.

(e) Contract Negotiation. Manager shall assist the Company in negotiating agreements with Plans for reimbursement for the provision of Professional Practice services to members of Plans and agreements with physicians, hospitals and providers of ancillary services necessary to satisfy obligations to Plans pursuant to agreements with such Plans.

(f) Tax Returns. Manager shall assist the Company with preparing year-end financial statements and required accounting records for the Company's tax accountant.

(g) Claim Settlement. The Company acknowledges and agrees that Manager shall have discretion to compromise, settle, write off or determine not to appeal a denial of any claim for payment for any particular professional service rendered by Providers. Further, the Company agrees to hold harmless Manager and its officers, members of its board of managers, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including, without limitation, attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of any acts, errors or omissions hereunder of Manager or any of its officers, members of its board of managers, agents, contractors, representatives and employees, in performing Manager's billing or collection duties hereunder.

(h) Supplies and Equipment, Certain Staff, Facilities; Real Estate Management. Manager shall provide such equipment, goods, supplies and premises, as well as staff (other than Providers), as Manager, after consultation with the Company, determines are necessary for the Company to provide its services to patients, consistent with the annual budgets and operating plans of the Company. Manager will also assess facility needs and provide real estate management services to the Company throughout the term of this Agreement. The Parties expectation is that all locations of the Company and related real estate leases in existence at the Effective Date will remain in place through the duration of their term to the extent commercially reasonable, although such leases may be assigned to a Manager real estate holding company as may be appropriate for the effective management of real estate. New real estate development will be pursued consistent with the then-current strategic operating plan and capital budget.

(i) Marketing. Manager shall provide staff to assist the Company with marketing and public relations functions on behalf of the Company, including without limitation, periodic marketing and sales plan support, graphics and printed material support, advertising, sales, and promotion services; provided that all marketing and advertising decisions shall be made by the Company.

(j) Strategic Plan. Manager shall assist the Company in developing strategic short, medium, and long-range objectives with respect to the Company and Company's medical activities, including identification of new types of services, professional relationships, applications of services, development of clinical protocols, outcomes reporting, pay for performance mechanisms, and modeling of innovations in those areas.

(k) Compliance Program. Manager shall assist the Company in complying with all applicable foreign, federal, state, and local rules, regulations, statutes, laws, and ordinances governing the Company and Company's medical activities, including the creation and maintenance of records, reports, applications, returns, and other documents required by foreign, federal, state, and local governmental entities or instrumentalities of any type, Plans, and patients of the Company. Manager shall develop, on behalf of the Company, a compliance program under which Manager shall make available a compliance officer, compliance hotline and compliance training program for the Company's personnel to facilitate compliance by the Company with laws impacting its business and to create a reporting process for concerns regarding compliance issues. Manager shall coordinate filing of all state mandated clinical and financial reports. The Company and Manager acknowledge that, in connection with such compliance initiatives or clinical reports, it may be necessary to provide Manager with Protected Health Information and the Company and Manager agree to treat such information in accordance with Exhibit C.

(l) Licenses. Manager shall manage the obtaining and maintaining of all non-professional governmental licenses, permits, and certifications required by the Company and the individual Providers.

(m) Credentialing. Manager shall provide support to the Company regarding credentialing and credentialing criteria and shall support the Company in collecting, assembling and materials necessary for Plan participation.

(n) Recruitment. The Company shall consult with Manager and Manager shall assist the Company in locating and recruiting candidate providers for consideration by the Company for employment of Providers by the Company. Decisions as to the professional abilities and suitability for admission into the Company and the engagement of such provider by the Company shall exclusively be within the authority of the Company.

(o) Membership Eligibility and Support. Manager shall administer the member eligibility process, including, but not limited to, maintaining and updating a current eligibility list of Plan subscribers and enrollees under all Plan agreements, administering a system for retroactive eligibility determination and assisting the Company in identifying outstanding accounts receivable from ineligible patients, and verifying eligibility on claims and referrals based on the most current information provided by Plans. Manager shall also administer necessary membership, Plan and Provider telephone and other support services consistent with the Company's policies and procedures and Plan agreements.

(p) Utilization Management. With respect to utilization, the Company shall consult with Manager, with the Company having the exclusive authority to make all final decisions, and Manager shall assist the Company in complying with the utilization management requirements of Plans.

(q) Quality Improvement. Consistent with the Health Care Quality Improvement Act of 1986, 42 U.S.C. § 11101, Manager shall assist the Company in developing and maintaining programs to improve the quality of care provided by the Company's Providers. Specifically, Manager shall assist the Company in implementing the following programs:

(i) Peer Review. Upon a request for peer review from an officer or Provider, Manager shall support the Company to arrange for a review by a qualified professional or professionals in the same or similar specialty as the Provider under review ("Review Panel"). The Review Panel shall report the results of such review to the officer or agent of the Company and provide assistance to the Company to implement recommendations, follow-up and fulfill reporting obligations, if any. The Company acknowledges that, in connection with such peer review activities, it may be necessary to provide Manager with Protected Health Information and the Company and Manager agree to treat such information in accordance with Exhibit C.

(ii) Development and Monitoring of Quality Improvement Programs. Manager shall assist the Company in developing and in monitoring the implementation and success of programs designed to improve the quality of care provided by the Providers and encourage identification and adoption of best demonstrated processes. The Company and Manager acknowledge that, in connection with such quality improvement activities, it may be necessary to provide Manager with Protected Health Information and the Company and Manager agree to treat such information in accordance with Exhibit C.

(iii) Reporting. Company shall consult with Manager and Manager shall assist the Company in preparing annual reports, or more frequent reports as the Parties deem necessary, using data provided by Manager for the Company's exclusive use in evaluating the medical practices, quality outcomes and medical economics of the Providers for purposes related to maintaining a high level of patient quality and improving the efficiencies of the Providers.

(r) Insurance. Manager shall evaluate, on an ongoing basis, the professional liability, general liability, and other insurance needs of the Company, taking into consideration coverage customarily maintained by similar enterprises, hospital requirements, and general availability of coverage in the market. Insurance shall be maintained in accordance with Article VI of the Agreement.

(s) Legal Representation. Manager shall arrange for both internal and external legal resources to support the Company. Manager's in-house counsel may provide legal services to assist Manager with these services. Given the Parties' common interests as set forth in this Agreement and the Transaction Documents, it may become necessary for Manager or its in-house counsel to share information protected by the attorney-client privilege or work product doctrine with the Company. It is the intention of the Parties that any such information shared with the Company is being disclosed pursuant to the Parties' common interests as described in this Agreement and that any existing privileges or protections under law not be waived. The Company agrees to maintain complete confidentiality with respect to any privileged or work product

information shared and will not disclose such information without prior consent from Manager and its in-house counsel. Manager also shall develop programs to identify areas of potential legal risk for the Company and provide and coordinate legal representation in the event of actual or anticipated litigation against the Company. Manager shall assist the Company with instituting in the name of the Company any and all legal actions or proceedings.

EXHIBIT B

MANAGEMENT FEE

(a) Management Fee. For any given month during the term of this Agreement that Manager provides Management Services to the Company, the Company and Manager agree that Manager shall be paid an amount equal to the sum of: [redacted]. Notwithstanding the foregoing or anything else to the contrary, the Company shall in all events pay all of its ordinary and customary costs and expenses (including compensation due to Providers, malpractice premiums, licensure fees, rents (if any), and the like), and to the extent that the Management Fee due hereunder would cause the Company to be unable to pay any such costs or expenses, the amount of the Management Fees to be paid shall be reduced such that the Company is able to pay all of such costs and expenses, and the portion of the Management Fee not paid shall be deferred and paid pursuant to Section 7.03 of the Agreement.

(b) Bonus Incentive. Manager will be considered for bonus payments by the Company during the term of this Agreement at the discretion of the Company, based on factors related to the performance of Management Services and the results of such services against goals to be determined by mutual agreement of the Company and Manager at the commencement of each year of the term of this Agreement.

(c) Value of Management Fees. It is the intention of the Parties that all components of the Management Fee which may be earned by Manager shall be commensurate with the fair market value of the Management Services furnished by Manager under this Agreement. The Parties further agree that no portion of the Management Fee is attributable to volume or value of referral of patients by Manager or any of its affiliates to the Company. Payment of the Management Fee as provided herein is not intended to be and shall not be interpreted or applied as permitting Manager to share in the fees for Professional Practice services furnished by the Company and its Providers.

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is incorporated into and made part of the Agreement by and between Manager ("Business Associate") and Company ("Covered Entity") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.01. Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined in this Addendum or otherwise in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and ARRA, as each is amended from time to time. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined in both the Agreement and in this Addendum, HIPAA or ARRA, the definition in this Addendum, HIPAA or ARRA shall govern.

1.02. "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all references in this Addendum to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.03. "Breach" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. § 164.402.

1.04. "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations, as applicable; provided, however, that, in any case for which that date occurs prior to the effective date of this Addendum, the Compliance Date shall mean the effective date of this Addendum.

1.05. "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.07 that is transmitted or maintained in electronic media.

1.06. "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to performance of the Services.

1.07. "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.08. "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.09. "Services" shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, including those set forth in this Addendum in Sections 4.03 through 4.07, as amended by written agreement of the Parties from time to time.

ARTICLE II.
RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.01. Use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise required by law.

2.02. Implement and use appropriate administrative, physical and technical safeguards to: (i) prevent use or disclosure of PHI other than as permitted or required by this Addendum; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and (iii) comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 as provided in 42 U.S.C. § 17931

2.03. Without unreasonable delay, report to Covered Entity: (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C).

2.04. With respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this Addendum, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the data breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals.

2.05. Require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

2.06. Make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.07. Document, and within thirty (30) days after receiving a written request from Covered Entity, make available directly to an Individual, an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. § 164.528.

2.08. Notwithstanding Section 2.07, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall and as directed by Covered Entity, make an accounting of disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c), as of its Compliance Date.

2.09. Provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, directly to an Individual, in accordance with the requirements of 45 C.F.R. § 164.524.

2.10. Notwithstanding Section 2.09, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, directly to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.

2.11. To the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

2.12. Request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, however, that Business Associate shall comply with 42 U.S.C. § 17935(b).

2.13. Not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date, except for the remuneration provided to Business Associate by Covered Entity pursuant to the Agreement, as permitted by 42 U.S.C. § 17935(d) (2).

2.14. Not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a).

2.15. Not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b).

2.16. Accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

ARTICLE III.
RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this Addendum, Covered Entity:

3.01. Shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.02. In the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this Addendum unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the restriction or limitation. In addition, should such limitations or revisions materially increase Business Associate's cost of providing services under the Agreement, including this Addendum, Covered Entity shall reimburse Business Associate for such increase in cost. At the request of Business Associate, Covered Entity shall provide a copy to Business Associate of (i) the request to restrict the use or disclosure of PHI, (ii) Covered Entity's updated notice of privacy practices, and/or (iii) a request by an Individual to which Covered Entity has agreed to confidential communications.

3.03. Shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this Addendum, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate.

3.04. Shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI.

3.05. Represents that it has ensured, and has received certification from Plan Sponsor, that Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate, and agreeing to, the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

ARTICLE IV.
PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

4.01. Make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.02. Use and disclose to subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided, however, that any third party to which Business Associates discloses PHI for those purposes provides written assurances in advance that: (a) the information will be held confidentially and used or further disclosed only as required by law; (b) the information will be used only for the purpose for which it was disclosed to the third party; and (c) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;

4.03. De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be used and disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule;

4.04. Provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule;

4.05. Identify Research projects conducted by Business Associate, its affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such Research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

4.06. Make PHI available for reviews preparatory to Research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a Research protocol or for similar purposes preparatory to Research, that the PHI is necessary for the Research, and that no PHI will be removed in the course of the review;

4.07. Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e); and

4.08. Use and disclose the LDS referenced in Section 4.07 solely for Research or Public Health purposes; provided, however, that, Business Associate shall: (a) not use or further disclose the information other than as permitted by this Section 4.08 or as otherwise Required by Law; (b) use appropriate safeguards to prevent use or disclosure of the information other than as

provided for by this Section 4.08; (c) report to Covered Entity any use or disclosure of the information not provided for by this Section 4.08 of which Business Associate becomes aware; (d) ensure that any agents, including a subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (e) not identify the information or contact the Individuals.

ARTICLE V.
TERMINATION AND COOPERATION

5.01. Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Addendum then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following:

(a) if feasible, terminate the Agreement, including this Addendum; or

(b) if termination of the Agreement is infeasible, report the issue to HHS.

5.02. Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing and may retain the PHI subject to this Section 5.02. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.03. Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

ARTICLE VI.
MISCELLANEOUS

6.01. Contradictory Terms; Construction of Terms. Any other provision of the Agreement that is directly contradictory to one or more terms of this Addendum ("Contradictory Term") shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's and Business Associate's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and ARRA.

6.02. Survival. Sections 4.08, 5.02, 5.03, 6.01, 6.02, and 6.03 shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.

6.03. No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.04. Independent Contractor. Business Associate and Covered Entity are and shall remain independent contractors throughout the term. Nothing in this Addendum or otherwise in the Agreement shall be construed to constitute Business Associate and Covered Entity as partners, joint venturers, agents or anything other than independent contractors.

EXHIBIT D

FORM SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of [●], 2023 (this "Agreement"), is made and given by The Corvallis Clinic, P.C., a professional corporation organized under the laws of the State of Oregon (the "Grantor"), to Optum Oregon MSO, LLC, a Delaware limited liability company (the "Secured Party").

RECITALS

A. The Grantor will or may become, or is now, indebted to the Secured Party pursuant to the terms of that certain Management Services Agreement by and between the Secured Party and the Grantor dated as of [●], 2023 (the "Management Services Agreement").

B. The Secured Party has required the Grantor to execute this Agreement and the Grantor has agreed to do so.

C. The Grantor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Party to extend or continue credit accommodations to the Grantor, the Grantor hereby agrees with the Secured Party for the Secured Party's benefit as follows:

Section 1. Defined Terms. All terms used in this Agreement which are not specifically defined herein shall have the meaning assigned to such terms in Article 9 of the Uniform Commercial Code as in effect in the State of Delaware (the "UCC").

Section 2. Grant of Security Interest. As security for the payment and performance of all present or future obligations of the Grantor of any kind to the Secured Party, including, without limitation, obligations of the Grantor to the Secured Party under the Management Services Agreement (collectively, the "Obligations"), the Grantor hereby grants to the Secured Party a security interest (the "Security Interest") in all of the Grantor's right, title, and interest in and to the following collateral (collectively, the "Collateral"), whether now or hereafter owned, existing, arising or acquired and wherever located:

2(a) Any and all Accounts, Certificated Securities, Chattel Paper, Commodity Accounts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Money, Proceeds, Securities, Securities Accounts, and Uncertificated Securities;

2(b) All rights in leases of real property where any of the Equipment included in the Collateral may be located, if any, all lease payments, rentals and other amounts due and to become due to the Grantor under any leases included in the Collateral, and all of each Grantor's rights with respect to any collateral and guaranties securing the payment of any leases included in the Collateral; and

2(c) Any and all proceeds of and substitutions for any of the foregoing and, to the extent not otherwise included in the foregoing, (i) the proceeds of all insurance on any of the foregoing; and (ii) all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing.

Section 3. Remedies on Default. If any default of the Grantor under the Management Services Agreement shall have occurred and be continuing (an "Event of Default"), then all Obligations shall become due and payable forthwith upon declaration to that effect by the Secured Party, without notice to the Grantor, and the Secured Party may exercise in addition to the remedies granted in the Management Services Agreement and in this Agreement, all rights and remedies of a secured party under the UCC or any other applicable law.

Section 4. Authority to File Financing Statements. The Grantor hereby authorizes the Secured Party, at the Grantor's expense if so requested by the Secured Party, to file one or more financing statements to perfect the security interests granted herein without the signature of the Grantor, and the Grantor agrees to do, file, record, make, execute and deliver all such acts, deeds, things, notices, instruments, and financing statements as the Secured Party may request in order to perfect and enforce the rights of the Secured Party herein.

Section 5. Representations and Warranties. The Grantor hereby represents, warrants and covenants as follows: (i) the Grantor has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the security interest created hereby and other liens and encumbrances to which the Secured Party shall have explicitly consented in writing (collectively, the "Permitted Encumbrances"), (ii) the Grantor has full power and authority to execute this Agreement, to perform the Obligations hereunder and to subject the Collateral to the security interest created hereby, (iii) the Grantor agrees to pay all fees, assessments, charges or taxes arising with respect to the Collateral if so requested by the Secured Party and (iv) there is no encumbrance or security interest with respect to all or any part of the Collateral except the Permitted Encumbrances. All costs of keeping the Collateral free of encumbrances and security interests prohibited by this Agreement and of removing same if they should arise shall be the obligation of the Grantor, and such obligation shall be part of the Obligations.

Section 6. Disposition of Collateral. Without the consent of the Secured Party, the Grantor will not sell, lease or otherwise dispose of, or discount or factor with or without recourse, any Collateral except in the ordinary course of business.

Section 7. Remedies on Default.

7(a) The Grantor agrees that after the occurrence of and during the continuation of an Event of Default, following a request by the Secured Party, the Grantor shall pay all costs of the Secured Party, including reasonable attorneys' fees, in the collection of any of the Obligations and the enforcement of any of the Secured Party's rights hereunder or under the Management Services Agreement. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed properly given if mailed a reasonable time before such disposition, postage prepaid, addressed to the Grantor at the address for notices set forth in the Management Services Agreement. The Secured Party need not preserve, protect, or care for any Collateral. The Secured Party shall not be obligated to preserve any rights the Grantor

may have against any party, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

7(b) No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

7(c) Each and every right, remedy and power hereby granted to the Secured Party or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Secured Party from time to time.

7(d) The Grantor expressly waives presentment and demand for payment, protest and notice of protest and of non–payment.

Section 8. Governing Law. The validity, construction and enforceability of this Agreement shall be governed by the internal laws of the State of Delaware, without giving effect to conflict of laws principles thereof.

Section 9. Consent to Jurisdiction; Waiver of Jury Trial. The parties agree that any dispute arising under this Agreement shall be arbitrated in the State of Delaware. If arbitration is not available in connection with any dispute, then any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof shall be brought in the courts of the State of Delaware or of the United States of America for the district of competent jurisdiction, and, by execution and delivery of this Agreement, the Parties hereby accept for themselves and in respect of their property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts. The Parties waive the right to trial by jury with respect to any claims hereby. The Parties further irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Parties at their addresses referred to in the Management Services Agreement. The Parties hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to and hereby further irrevocably waive and agree, to the extent permitted by applicable law, not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 10. Construction. Every provision of this Agreement is intended to be severable; if any term or provision of this Agreement shall be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 12. General. All representations and warranties contained in this Agreement or in any other agreement between the Grantor and the Secured Party shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

The Grantor waives notice of the acceptance of this Agreement by the Secured Party. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

The Corvallis Clinic, P.C.

By: _____
Name: [redacted]
Title:

Address for Grantor:

The Corvallis Clinic, P.C.
[redacted]
11000 Optum Circle
MN101-W013
Eden Prairie, MN 55344
Attention: Chief Legal Officer

Address for the Secured Party:

Optum Oregon MSO, LLC
9900 Bren Road East
Minnetonka, MN 55343
Attention: Vice President, Corporate Development