

EXHIBIT A

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of the 2nd day of January, 2014 (the "Effective Date") by and between Trilogy Health Insurance, Inc. ("THI"), a Wisconsin domestic insurer and Trilogy Health Solutions, Inc., a Wisconsin corporation ("THS").

RECITALS

WHEREAS, THI is a Wisconsin domestic insurance company formed under Chapter 611 of the Wisconsin statutes;

WHEREAS, THI is a wholly-owned subsidiary of Trilogy Health Holdings, LLC, a Wisconsin limited liability company ("THH");

WHEREAS, THI is engaging in a change in its business plan to become a health maintenance organization and in connection therewith wishes to transfer its non-Medicaid network business to a newly formed entity the initial ultimate owners of which will be the owners of THH as of December 31, 2013 immediately prior to investment in THH by three investors in transactions being entered into pursuant to an Investment Agreement effective as of January 2, 2014 (such initial ultimate owners being referred to herein as the "Initial Owners");

WHEREAS, THS was formed pursuant to a filing with the Wisconsin Department of Financial Institutions on October __, 2013 under Chapter 180 of the Wisconsin statutes;

WHEREAS, THI desires to transfer to THS the Transferred Assets and THS desires to assume the Assumed Liabilities and to distribute 40,215 shares of the voting common stock and 11,450 shares of the non-voting common stock of THS to its parent, THH, for further distribution to the Initial Owners, and

WHEREAS, the parties desire to enter into this Agreement to document the terms of the transfer of the Transferred Assets and the assumption of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TRANSFER AND ASSUMPTION

1.1 THI hereby transfers, assigns and sets over to THS all of THI's right, title and interest in and to: (a) all of THI's non-Medicaid commercial provider contracts, network access agreements and consulting and management contracts (collectively the "Assigned Contracts") and (b) Five Hundred Fifty Thousand Dollars (\$550,000) (the "Transferred Cash", and collectively with the Assigned Contracts, the "Transferred Assets"). If and to the extent that any of the Assigned Contracts are incapable of assignment by their terms or pursuant to applicable law, then THI shall be deemed to have assigned to THS all of its rights and interest in and to such Assigned Contracts to the extent permitted and shall immediately transfer to THS all benefits, revenues and payments received pursuant to such Assigned Contracts when and as received to the extent permitted, and THS shall perform all of THI's obligations under such Assigned Contracts on THI's behalf to the extent permitted.

1.2 THS hereby assumes all liabilities, and agrees to pay all amounts owing, under the Assigned Contracts, the principal amount of the surplus note owed to Glenn Reinhardt in the amount of \$50,000, the principal amount of the surplus note owed to Peter Farrow in the amount of \$500,000, and the principal amount of the surplus note owed to William Felsing in the amount of \$1,450,000 (collectively, the "Surplus Notes"). Prior to the Effective Date, THI shall pay (following the approval of the State of Wisconsin Office of the Commissioner of Insurance to pay) all accrued but unpaid interest on the Surplus Notes, through and including December 31, 2013. On the Effective Date THS shall issue its own notes payable to the payees of the Surplus Notes in replacement of the Surplus Notes, and shall procure from such payees and deliver to THI the canceled originals of the Surplus Notes.

2. INCURRED BUT NOT REPORTED OBLIGATIONS

THI shall pay all amounts owed under insurance policies issued by THI prior to January 1, 2013 to the extent that such claims are incurred prior to January 1, 2013 (the "IBNR Payments"). THI shall hold \$_____ (the "Reserve Amount") of its funds in reserve (the "Reserve") to be used solely for payment of any IBNR Payments and for no other purpose. At all times, the funds in the Reserve shall be expended by THI for payment of IBNR Payments prior to the IBNR Measuring Date (defined below). If the amount of the IBNR Payments to which THI becomes obligated to pay on or after the date of the Effective Date but prior to the first anniversary of the Effective Date (the "IBNR Measuring Date") is less than the Reserve Amount, then THI shall pay to THS cash in the amount of the balance in such Reserve after payment of such IBNR Payments. If the amount of the IBNR Payments to which THI becomes obligated to pay on or after the date of the Effective Date but prior to the IBNR Measuring Date is more than the Reserve Amount, then THS shall pay to THI cash in the amount of such excess. THI shall provide written notice to THS at the time of any IBNR Payment and a final accounting of such Reserve as of the IBNR Measuring Date. Such payments shall be made by check or wire transfer within five (5) business days following the IBNR Measuring Date.

3. POST-EFFECTIVE DATE ACTIONS UNDER ASSIGNED CONTRACTS

If THI receives any benefits or payments under or with respect to any of the Assigned Contracts on or after the Effective Date, then THI shall immediately pay over such payments, or otherwise transfer such benefits, to THS. If THI becomes obligated to perform in any manner under any of the Assigned Contracts on or after the Effective Date, then THS shall endeavor to perform such obligations on THI's behalf promptly after being notified of such obligations by THI. As and when permitted by the terms of each Assigned Contract, THI will cause the Assigned Contracts to be formally assigned and in the name of THS as the named party thereto. Notwithstanding any terms in the Assigned Contracts to the contrary, the assignment of the Assigned Contracts herein shall be enforceable as between the parties hereto. In addition, the assignment of the Assigned Contracts shall be treated as a sale and not as a secured lending transaction.

4. ISSUANCE OF STOCK

On the Effective Date, THS shall issue to THI 40,215 shares of its voting common stock and 11,450 shares of its non-voting common stock (all such shares being referred to herein, collectively, as the "THS Shares"). THS represents and warrants to THI that, as of the Effective

Date, the THS Shares represent all of the issued and outstanding stock of THS. On the Effective Date, THI shall distribute the THS Shares to THH for further distribution on the Effective Date to the Initial Owners.

5. FURTHER ASSURANCES

The parties hereto shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall furnish to each other such further information, execute and deliver such additional documents, and do such other acts and things, all as may be reasonably required to consummate the transactions contemplated hereby and to carry out the intent of this Agreement.

6. MISCELLANEOUS

6.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument provided that all such counterparts, in the aggregate, contain the signatures of all of the parties hereto.

6.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, covenants, representations or warranties, whether oral or written, by any party hereto.

6.3 Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be performed in Wisconsin without giving effect to conflicts of law principles. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any federal or state court sitting in the County of Milwaukee in any action or proceeding arising out of or relating to this Agreement and waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each of the parties hereto hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of, related to, or connected with this Agreement.

6.4 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on their behalf as of the Effective Date.

TRILOGY HEALTH INSURANCE, INC.

By: _____

Name: _____

Title: _____

TRILOGY HEALTH SOLUTIONS, INC.

By: _____

Name: _____

Title: _____