

RAUL LABRADOR
ATTORNEY GENERAL
STATE OF IDAHO

Steven R. Kraft (ISB No. 4753)
Special Deputy Attorney General
steve@melawfirm.net
Peter E. Thomas (ISB No. 9756)
peter@melawfirm.net
Moore Elia Kraft & Hall, LLP
Post Office Box 6756
Boise, Idaho 83707
Telephone: (208) 336-6900
Facsimile: (208) 336-7031

Attorneys for Defendants Idaho Department of Corrections, Henry Atencio, Jeff Zmuda, Howard Keith Yordy, Richard Craig, and Rona Siegert

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

ADREE EDMO,)	Case No. 1:17-cv-151-BLW
)	
Plaintiff,)	
vs.)	DECLARATION OF FAITH COX
)	
IDAHO DEPARTMENT OF)	
CORRECTION; HENRY ATENCIO, in)	
his official capacity; JEFF ZMUDA, in)	
his official capacity; HOWARD KEITH)	
YORDY, in his official and individual)	
capacities; CORIZON, INC.; SCOTT)	
ELIASON; MURRAY YOUNG;)	
RICHARD CRAIG; RONA SIEGERT;)	
CATHERINE WHINNERY; AND)	
DOES 1-15;)	
)	
Defendants.)	
_____)	

I, Faith Cox, am over the age of 18 and, under penalty of perjury, attest that the following facts are true and based on my personal knowledge:

1. Corizon and the state of Idaho have entered an agreement by which Corizon agreed to indemnify the state of Idaho and its employees against any award of attorney fees and costs in the above-captioned lawsuit.

2. The above-mentioned agreement was entered into as part of Corizon's withdrawal as the medical provider for the Idaho Department of Corrections and the agreement, which was entered into during the course of this litigation, involved multiple lawsuits.

3. The indemnity agreement described above was not part of the "standard terms and conditions" of a contract, and was, instead, specifically negotiated between the parties and contemplated to ensure that the state of Idaho bore no risk of costs or liabilities associated with any judgment or award for attorney fees or costs in this lawsuit.

4. I, along with other state of Idaho Defendants and officials, recently became aware that Corizon has engaged in a reorganization under the laws of the State of Texas, by which it has transferred essentially all its assets into a new business entity in an attempt shield all such assets from Corizon's existing liabilities. A true and correct copy of the applicable reorganization documents is attached hereto as "**Exhibit 1.**"

5. While Corizon has transferred substantially all of its assets to the successor entity, it has retained essentially all of its liabilities in the Corizon entity that remains party to this lawsuit, including hundreds of lawsuits, among them this lawsuit.

6. The reorganization documents appear to show that Corizon retained one million dollars in cash and the ability to access certain insurance funds. See Exhibit 1.

7. In my experience, the state of Idaho has not previously been required to obtain a supersedeas bond on appeal in order to obtain a stay on appeal, and I have not previously had any experience seeking a supersedeas bond through a surety for the purposes of obtaining a stay on

appeal for any state of Idaho individual or entity.

8. Based on this Court's *Memorandum Decision and Order*, I have been involved in efforts to determine how to obtain a supersedeas bond on behalf of the IDOC Defendants, and those efforts have involved applications with four separate sureties: Liberty Mutual, Travelers, Argonaut, and United States Fire Insurance—each such application for a supersedeas bond would require the state of Idaho to indemnify the surety in question, including against attorney fees and costs.

9. I have become aware that the Attorney General has indicated that state of Idaho officials do not have the authority to enter into agreements by which the state of Idaho would indemnify any third parties, and that attempts to enter any such agreement is void and null, as well as being a potentially criminal act.

10. In our efforts to determine whether a supersedeas bond might be obtained, we attempted to negotiate around the requirement for indemnity from the state, and all such attempts were rejected.

11. Specifically, Liberty Mutual indicated that “unless there has been a specific legislative appropriate to fund payment of the judgments underlying these appeal bonds, the state agency may not be authorized to enter into this agreement.”

12. IDOC does not have a specifically authorized legislative appropriation to pay the amount of the judgment for attorney fees in this case.

13. State Risk does not have a legislatively approved appropriation to pay the award of attorney fees in this lawsuit because such fees do not arise from the wrongdoing of a state employee.

14. The Idaho Board of Examiners has administrative processes in place to pay judgments, but those processes take longer than fourteen (14) days to complete.

Dated this 3rd day of February, 2023.

/s/ Faith Cox

Faith Cox

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of February, 2023, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Lori Rifkin
lrifkin@rifkinlawoffice.com
(Counsel for Plaintiff)

Dan Stormer
dstormer@hadsellstormer.com
Shaleen Shanberg
sshanberg@hadsellstormer.com
HADSELL STORMER & RENICK, LLP
(Counsel for Plaintiff)

Amy Whelan
awhelan@nclrights.org
Julie Wilensky
jwilensky@nclrights.org
NATIONAL CENTER FOR LESBIAN
RIGHTS
(Counsel for Plaintiffs)

Craig Durham
chd@fergusondurham.com
Deborah Ferguson
daf@fergusondurham.com
FERGUSON DURHAM, PLLC
(Counsel for Plaintiff)

Dylan Eaton
deaton@parsonsbehle.com
J. Kevin West
kwest@parsonsbehle.com
PARSONS, BEHLE & LATIMER

/s/ Deann Keller
Deann Keller

EXHIBIT 1

AGREEMENT AND PLAN OF DIVISIONAL MERGER

This AGREEMENT AND PLAN OF DIVISIONAL MERGER (this “Plan”) is dated as of May 1, 2022 and is entered into by Corizon Health, Inc., a Texas corporation (the “Company”). The Company is the sole surviving entity of a combination merger by and between the Company, Valitás Health Services, Inc., a Texas corporation (“Valitás”), Corizon, LLC, a Missouri limited liability company (“Corizon”) and Corizon Health of New Jersey, LLC, a New Jersey limited liability company (“Corizon NJ”). The Company, Valitás, Corizon, and Corizon NJ are each a “Combination Merger Entity” and, together, the “Combination Merger Entities.”

RECITALS

WHEREAS, the Company desires to effect a divisional merger (the “Merger”) pursuant to this Plan and the Texas Business Organizations Code (as amended, the “TBOC”), which will result in (a) the Company surviving the Merger and continuing its existence as a corporation under the laws of the State of Texas (“RemainCo”), (b) the creation of a newly formed corporation named CHS TX, Inc. created under, and governed by, the laws of the State of Texas (“NewCo”), and (c) the allocation of the Company’s assets and liabilities between RemainCo and NewCo.

WHEREAS, pursuant to the certificate of formation of the Company filed on April 28, 2022, the bylaws of the Company (the “Company Bylaws”), and Section 21.452 of the TBOC, the board of directors of the Company and Valitás Intermediate Holdings, Inc., a Delaware Corporation (“Valitás Holdings”), in its capacity as the sole shareholder of the Company, have each approved the Merger and this Plan.

AGREEMENTS

NOW, THEREFORE, for the purpose of setting forth the terms and conditions of the Merger, the mode of carrying the Merger into effect and such other details and provisions as are deemed necessary or desirable, the Company hereby declares as follows:

1. Plan Requirements.

(a) **Name and Organizational Form of Party:** The name of the sole entity that is a party to the Merger is Corizon Health, Inc., and its organizational form is a Texas corporation.

(b) **Name and Organizational Form of Surviving Entity:** Corizon Health, Inc. (i.e., the Company) shall survive the Merger and continue its existence as a Texas corporation.

(c) **Name and Organizational Form of New Entity:** A newly formed Texas corporation named CHS TX, Inc. shall be created by this Plan and through the Merger at the Effective Time (as defined below).

2. Effects of Merger; Effective Time.

(a) The Merger shall be effectuated through this Plan and the filing of a certificate of merger (the “Certificate of Merger”) in the form attached hereto as Exhibit A in the office of the Texas Secretary of State (the “Secretary”).

(b) The Merger shall be effective on the date and at the time set forth in the Certificate of Merger (the “**Effective Time**”).

(c) The Merger will have the effects set forth in Section 10.008 of the TBOC and this Plan.

3. Allocation of Assets. Without limiting the generality of Section 2(c) above, at the Effective Time, by virtue of the Merger and without any action on the part of RemainCo or NewCo:

- (a) all right, title, and interest in and to the property and assets of the Company described on Schedule 3.01(a) attached hereto (collectively, the “**NewCo Assets**”) shall be allocated to and vested in NewCo, without reversion or impairment, further act or deed, or any transfer or assignment having occurred; and
- (b) all right, title, and interest in and to the property and assets of the Company, other than those described on Schedule 3.01(a), including those described on Schedule 3.01(b) attached hereto (the “**RemainCo Assets**”), shall be allocated to and remain vested in RemainCo, without reversion or impairment, further act or deed, or any transfer or assignment having occurred.

4. Allocation of Liabilities. Without limiting the generality of Section 2(c) above, at the Effective Time, by virtue of the Merger and without any action on the part of RemainCo or NewCo:

- (a) the liabilities and obligations of the Company described on Schedule 4.01(a) attached hereto (the “**NewCo Liabilities**”) shall be allocated to and vested in NewCo without reversion or impairment, further act or deed, or any transfer or assignment having occurred;
- (b) the liabilities and obligations of the Company other than the NewCo Liabilities, including those described on Schedule 4.01(b) attached hereto (the “**RemainCo Liabilities**”), shall be allocated to and remain vested in RemainCo without reversion or impairment, further act or deed, or any transfer or assignment having occurred;
- (c) RemainCo shall be the sole obligor for the RemainCo Liabilities, and NewCo shall not be liable for the RemainCo Liabilities; and
- (d) NewCo shall be the sole obligor for the NewCo Liabilities, and RemainCo shall not be liable for the NewCo Liabilities.

5. Organizational Documents.

- (a) The certificate of formation of the Company shall be the certificate of formation of RemainCo at the Effective Time until thereafter duly amended in accordance with the provisions thereof, the Company Bylaws, and applicable law.

- (b) The bylaws of the Company shall continue to be the bylaws of RemainCo at the Effective Time until thereafter duly amended in accordance with the provisions thereof and applicable law.
- (c) The certificate of formation of NewCo in the form attached hereto as Exhibit B will be filed with the Secretary along with the Certificate of Merger and will become effective at the Effective Time.
- (d) The bylaws in the form attached hereto as Exhibit C will be the bylaws of NewCo at the Effective Time until thereafter duly amended in accordance with the provisions thereof and applicable law.

6. **Board and Officers.** At the Effective Time:

- (a) the board of NewCo shall consist of Sara Tirschwell as Chair, Scott King, Jeff Sholey, and Gregg Ladele;
- (b) the officers of NewCo shall consist of Sara Tirschwell as Chief Executive Officer, Scott King as Chief Legal Officer, Jeff Sholey as Chief Financial Officer, and Gregory Ladele as Chief Medical Officer;
- (c) the board of RemainCo shall consist of Abe Goldberger as Chair, David Gefner, and Isaac Lefkowitz; and
- (d) the officers of RemainCo shall consist of Abe Goldberger as Chief Executive Officer, David Gefner as Senior Vice President, and Isaac Lefkowitz as Senior Vice President,

in each case until their successors are duly appointed and qualified in the manner provided in the organizational documents of RemainCo or NewCo, as applicable, or as otherwise provided by applicable law.

7. **Employees.** All current employees of the Company as of the Effective Time shall become employees of NewCo.

8. **Effect on Shares.**

(a) **Conversion of Capital Stock of the Company:** At the Effective Time, by virtue of the Merger and without any action on the part of the Company or Valitás Holdings, 100% of the capital stock of the Company shall be converted into: (i) 100% of the capital stock of RemainCo, which shall be owned by Valitás Holdings, and (ii) 100% of the capital stock of NewCo, which shall be owned by Valitás Holdings.

(b) **Dissenting Shares:** The Merger will not create any dissenters' rights or rights of appraisal.

9. **Governing Law.** This Plan shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws otherwise applicable to such determinations. All disputes arising under or related to the Plan or the Merger shall be within the jurisdiction of, and be brought exclusively in, the federal or state courts of Texas.

10. **Severability.** If any term, provision, or condition of this Plan, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any law, this Plan shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Company, to such law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal, or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Plan, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application of such term, provision, or condition) shall not in any way be affected or impaired thereby.

11. **Indemnification.**

- (a) From and after the Effective Time, RemainCo shall indemnify, defend and hold harmless NewCo and its affiliates (other than RemainCo and its subsidiaries) and its and their respective officers, directors, shareholders, members, partners, members, employees, successors and permitted assigns (collectively, the “NewCo Indemnified Parties”) from and against, and reimburse any NewCo Indemnified Party for, any and all losses, damages, costs, expenses, taxes, liabilities, obligations, penalties, fines, claims of any kind (including reasonable attorneys’ fees) (collectively, “Losses”), suffered or incurred, or that may be suffered or incurred, by such NewCo Indemnified Party to the extent such Losses arise from or relate to the RemainCo Liabilities or RemainCo Assets.
- (b) From and after the Effective Time, NewCo shall indemnify, defend and hold harmless RemainCo and its affiliates (other than NewCo and its subsidiaries) and its and their respective officers, directors, shareholders, members, partners, members, employees, successors and permitted assigns (collectively, the “RemainCo Indemnified Parties”) from and against, and reimburse any RemainCo Indemnified Party for, any and all Losses suffered or incurred, or that may be suffered or incurred, by such RemainCo Indemnified Party to the extent such Losses arise from or relate to any NewCo Liabilities or NewCo Assets.

12. **Mutual Releases.**

- (a) As of the Effective Time, RemainCo, on behalf of itself and each of its subsidiaries, or any person or entity claiming by, through or for the benefit of any of them, and each of its and their respective successors and assigns, hereby irrevocably, unconditionally and completely waives and releases and forever discharges NewCo and its subsidiaries and its and their respective past, present or future directors, shareholders, managers, members, officers, employees, consultants, financial advisors, counsel, accountants, and other agents (in such capacities, each a “NewCo Representative”) and each of their respective heirs, executors, administrators,

successors and assigns (collectively, the “**NewCo Releasees**”), to the fullest extent permitted under applicable law, in each case from all demands, actions, causes of action, suits, accounts, covenants, contracts and Losses whatsoever of every name and nature, both in law and in equity, arising out of, in connection with or related to events, circumstances or actions taken or not taken by the Company or any NewCo Representative or otherwise in connection with the ownership or operation of any of the Combination Merger Entities and their respective subsidiaries, in each case, at or prior to the Effective Time; *provided, however*, that the foregoing releases shall not, and shall not be construed to, release any obligations of any person or entity under this Plan (including the allocation of liabilities hereunder or the indemnification obligations set forth in paragraph 11(b)) or any document, instrument or agreement executed to implement this Plan. RemainCo shall not make, and RemainCo shall not permit any RemainCo Indemnified Parties to make, and RemainCo covenants never to, and to cause RemainCo Indemnified Parties not to, assert or voluntarily assist any person or entity in asserting any claim or demand, or commence any action asserting any claim or demand, including any claim for contribution or indemnification, against any of the NewCo Releasees with respect to any liabilities released pursuant to this Section 12(a).

- (b) As of the Effective Time, NewCo, on behalf of itself and each of its subsidiaries, or any person or entity claiming by, through or for the benefit of any of them, and each of its and their respective successors and assigns, hereby irrevocably, unconditionally and completely waives and releases and forever discharges RemainCo and its subsidiaries and its and their respective past, present or future directors, shareholders, managers, members, officers, employees, consultants, financial advisors, counsel, accountants, and other agents (in such capacities, each a “**RemainCo Representative**”) and each of their respective heirs, executors, administrators, successors and assigns (collectively, the “**RemainCo Releasees**”), to the fullest extent permitted under applicable law, in each case from all demands, actions, causes of action, suits, accounts, covenants, contracts and Losses whatsoever of every name and nature, both in law and in equity, arising out of, in connection with or related to events, circumstances or actions taken or not taken by the Company or any RemainCo Representative or otherwise in connection with the ownership or operation of any of the Combination Merger Entities and their respective subsidiaries, in each case, at or prior to the Effective Time; *provided, however*, that the foregoing releases shall not, and shall not be construed to, release any obligations of any person or entity under this Plan (including the allocation of liabilities hereunder or the indemnification obligations set forth in paragraph 11(a)) or any document, instrument or agreement executed to implement this Plan. NewCo shall not make, and NewCo shall not permit any NewCo Indemnified Parties to make, and NewCo covenants never to, and to cause NewCo Indemnified Parties not to, assert or voluntarily assist any person or entity in asserting any claim or demand, or commence any action asserting any claim or demand, including any claim for contribution or indemnification, against any of the RemainCo Releasees with respect to any liabilities released pursuant to this Section 12(b).

13. Insurance Policies. The rights of the Company and its affiliates under the NewCo Insurance Policies (defined on Schedule 3.01(a) at Paragraph 13) (a) for RemainCo Liabilities shall be allocated to RemainCo and (b) for NewCo Liabilities shall be allocated to NewCo. To the extent that any NewCo Insurance Policy provides potential coverage for a RemainCo Liability or a NewCo Liability:

- (a) RemainCo and NewCo will use commercially reasonable efforts to pursue, at RemainCo's cost for RemainCo Liabilities and at NewCo's cost for NewCo Liabilities, coverage under such NewCo Insurance Policy for such RemainCo Liabilities or NewCo Liabilities, as applicable, through negotiation, mediation, arbitration and/or litigation, if necessary, and RemainCo and NewCo will fully cooperate in such efforts;
- (b) If RemainCo receives payments under a NewCo Insurance Policy that are specifically paid for any NewCo Liabilities or NewCo Assets, RemainCo will promptly transmit such payments, net of any costs of recovery (including any legal fees or expenses), deductibles, retentions, premium adjustments, retroactively rated premiums or other self-insurance features paid by RemainCo, if any, to NewCo or otherwise cause an equivalent amount to be paid to NewCo;
- (c) If NewCo receives payments under a NewCo Insurance Policy that are specifically paid for any RemainCo Liabilities or RemainCo Assets, NewCo will promptly transmit such payments, net of any costs of recovery (including any legal fees or expenses), deductibles, retentions, premium adjustments, retroactively rated premiums or other self-insurance features paid by NewCo, if any, to RemainCo or otherwise cause an equivalent amount to be paid to RemainCo;
- (d) If (i) either RemainCo or NewCo receives payments under a NewCo Insurance Policy that are both for any RemainCo Liabilities (or RemainCo Assets) and any NewCo Liabilities (or NewCo Assets), and, (ii) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, RemainCo and NewCo will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (1) the dollar value of claims submitted to the insurer for such RemainCo Liabilities and NewCo Liabilities, respectively; (2) any coverage position taken by the insurer regarding coverage for claims for such RemainCo Liabilities (or RemainCo Assets) and NewCo Liabilities (or NewCo Assets), respectively; and (3) applicable law regarding coverage for claims for such RemainCo Liabilities (or RemainCo Assets) and NewCo Liabilities (or NewCo Assets), respectively; and
- (e) NewCo shall have the right to control the prosecution, negotiation and resolution of claims under NewCo Insurance Policies that involve both NewCo Liabilities (or NewCo Assets) and RemainCo Liabilities (or RemainCo Assets); *provided, however,* that RemainCo shall have the right (i) to be kept informed thereof and (ii)

to be consulted in any settlement of claims for any RemainCo Liabilities (or RemainCo Assets).

14. Books and Records; Privilege.

(a) The assets and liabilities of the Company will be recorded on the books, records, files, documents, data, strategic plans, papers, information, and correspondence (the “**Books and Records**”) of RemainCo or NewCo as appropriate and consistent with Section 3 and Section 4, depending on which of them is allocated such assets or liabilities, at the amounts at which such items, respectively, were carried out on the Books and Records of the Company immediately prior to the Effective Time, subject to such adjustments as may be appropriate after giving effect to the Merger.

(b) The Company intends for RemainCo and NewCo to, and RemainCo and NewCo will, and will be deemed to, share a common interest with regard to the Books and Records and other information (whether written or oral) to which any privileges or immunities that may be asserted under applicable law, including attorney-client privilege, work-product privilege, and any other privilege or immunity (the “**Privileges**”) of the Company attach (the “**Common Interest Information**”). The Company desires and intends that the exchange of Common Interest Information among RemainCo, NewCo, and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Following the Effective Time, RemainCo and NewCo will take such further actions as either of them determine are necessary or advisable to facilitate the exchange of Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

15. Tax Treatment. For federal income tax purposes, the transfer of assets and liabilities to NewCo pursuant to the Merger shall be treated as (a) a taxable sale of the assets from the Company to NewCo and (b) a taxable distribution of the stock of NewCo to the shareholders of the Company.

16. Joinder by RemainCo and NewCo. Immediately following the Effective Time, RemainCo and NewCo shall sign and deliver to the other party a joinder to this Plan, in substantially the form attached hereto as Exhibit D, confirming their respective obligations hereunder, including the obligations in Section 11 and mutual releases in Section 12.

17. Further Assurances. Each of the RemainCo and NewCo agrees that at any time, or from time to time, as and when requested by another party hereto, or by such party’s successors or assigns, it will execute and deliver any additional documents and instruments and perform any additional acts necessary or appropriate to effectuate the provisions of this Plan and the Merger in accordance with the terms set forth herein. Without limiting the preceding sentence, if at any time following the Effective Time RemainCo or NewCo determines or is advised that any assignment, assurance in law, or other action is necessary or desirable to vest, of record or otherwise, in RemainCo or NewCo the title to any assets of the Company in accordance with Section 3, RemainCo and NewCo will take such actions as may be necessary or desirable to vest title to such assets in RemainCo or NewCo as provided in Section 3, and otherwise to carry out the purposes of this Plan. If at any time following the Effective Time RemainCo or NewCo determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of RemainCo or NewCo with respect to the liabilities of the Company in accordance with Section 4,

RemainCo and NewCo will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 4, and otherwise to carry out the purpose of the Plan.

18. Amendment and Waiver. Prior to the Effective Time, this Plan may not be amended or modified, and no provision of this Plan may be waived, except, in each case, in a writing executed by the Company. From and after the Effective Time, this Plan may not be amended or modified, and no provision of this Plan may be waived, except, in each case, in a writing executed by each of RemainCo and NewCo.

19. Termination. This Plan may be terminated and the Merger abandoned at any time prior to the Effective Time by action of the directors or officers of the Company, and, if any of the Certificate of Merger or the certificate of formation of NewCo has been filed but the Effective Time has not occurred, by filing with the Secretary one or more certificates of abandonment, as applicable. In the event of termination of this Plan and abandonment of the Merger, then this Plan will be void and of no further force or effect without liability on the part of any person or entity.

20. Captions; Construction. The captions in this Plan are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Plan. The word “including” means without limitation by reason of enumeration.

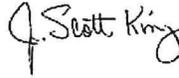
21. Successors. This Plan shall be binding upon and shall inure to the benefit of RemainCo, NewCo, and their respective successors and assigns.

22. No Third-Party Beneficiaries. This Plan is not intended to confer upon any other person (other than the Company, RemainCo or NewCo) any rights or remedies hereunder.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Plan shall be effective as of the date first above written.

CORIZON HEALTH, INC.



By: _____

Name: J. Scott King

Title: SVP and Chief Legal Officer

Schedule 3.01(a)

NEWCO ASSETS

1. 100% of the membership interests in Corizon Health of New Mexico, LLC (the “**NewCo Sub**”).
2. All contracts, agreements and leases of the Company listed on Schedule 3.01(a)(NC) (the “**NewCo Contracts**”).
3. Any and all furniture, fixtures, equipment, inventory and all other assets (whether tangible or intangible) used in, or necessary to, the conduct of the business of the Company, or the service of any NewCo Contracts, excluding any RemainCo Contracts (as defined on Schedule 3.01(b)).
4. All services agreements with any professional corporations or professional associations that correspond to any NewCo Contract.
5. All assets of employee benefits plans of the Company.
6. All cash in the Company’s bank accounts, less \$1,000,000 to be maintained in the account of Corizon, LLC at Signature Bank, Account No. 1504369087 (the “**Corizon Signature Account**”).
7. All bank accounts of the Company, except for the Corizon Signature Account and the account of Corizon Health, Inc. at Signature Bank, Account No. 1504369680 (the “**Company Signature Account**”), both of which shall be allocated to and remain vested in RemainCo as set forth on Schedule 3.01(b).
8. All trademarks, tradenames, domain names, trade secrets and other intellectual property relating to the Company or the NewCo Sub, including those listed on Schedule 3.01(a)(IP).
9. All receivables and other current assets of the Company except to the extent such receivables and other current assets relate to the RemainCo Assets.
10. Copies of all Books and Records of the Company to the extent relating to NewCo Assets or NewCo Liabilities.
11. Any owned real estate asset of the Company.
12. All claims or counterclaims against third parties to the extent relating to NewCo Assets or NewCo Liabilities.
13. All permits and licenses from the following regulatory agencies required or used to conduct the operations of the Company in connection with the NewCo Assets, including permits or

licenses issued by EEOC, OSHA, State Boards of Pharmacy, DEA, NLRB, EPA, State Departments of Insurance, OCR, CLIA and DOL.

14. Except for the Arizona Insurance Policies listed on Schedule 3.01(a)(AZ) (“the **AZ Policies**”), all insurance policies issued to the Company or any of its affiliates and any other insurance policies under which the Company or any of its affiliates are or may be entitled to rights or benefits as a named insured, insured, additional insured, successor, beneficiary or otherwise (the “**NewCo Insurance Policies**”), and all rights to make claims under or in respect of the NewCo Insurance Policies; in each case, except as provided in Schedule 3.01(b) at Paragraphs 9 and 10.
15. Any recovery under the NewCo Insurance Policies of insurance proceeds for any NewCo Liabilities or NewCo Assets, net of any costs of recovery (including any legal fees or expenses), deductibles, retentions, premium adjustments, retroactively rated premiums or other self-insurance features paid by RemainCo, if any.
16. All rights to make claims under or in respect of the AZ Policies except as provided in Schedule 3.01(b) at Paragraph 11.
17. All cash collateral held by AIG for the Company workers’ compensation program, which totals approximately \$17,500,000 as of the Effective Time.
18. All of the Company’s rights and interests in and with respect to Corizon Health Political Action Committee.

[Remainder of Page Intentionally Left Blank]

Schedule 3.01(b)

REMAINCO ASSETS

1. The Company Signature Account and Corizon Signature Account, which will retain a balance of \$1,000,000 of cash at the Effective Time.
2. 100% of the membership interests in the following entities (the “**RemainCo Subs**”):
 - a. Corizon Health of Maryland, LLC
 - b. Corizon Health of Ohio, LLC
 - c. Corizon Health of Alabama, LLC
 - d. Corizon Health of Kansas, LLC
 - e. PHS Community Care LLC
 - f. Corizon Health Clinical Solutions, LLC
 - g. Corizon Health of Mississippi, LLC
 - h. Corizon Health of Florida, LLC
 - i. Corizon Health of Pennsylvania, LLC
 - j. Corizon Health of California, LLC
 - k. Corizon Health of Virginia, LLC
 - l. Corizon Health of Tennessee, LLC
 - m. Corizon Health of Maryland, LLC
 - n. Corizon Health of Arizona, LLC
3. All former and current contracts of the Company that are not NewCo Contracts, including those listed on Schedule 3.01(b)(RC) (the “**RemainCo Contracts**”).
4. All claims or counterclaims against third parties to the extent relating to RemainCo Assets or RemainCo Liabilities.
5. All receivables and other current assets of the Company to the extent relating to RemainCo Assets.
6. Copies of all Books and Records of the Company to the extent relating to RemainCo Assets or RemainCo Liabilities.
7. All permits and licenses not required or needed to conduct the operations of NewCo or for the NewCo Assets.
8. All assets of the Company not set forth on Schedule 3.01(a).
9. All rights of the Company or any of its affiliates under the NewCo Insurance Policies for coverage and/or defense of claims for RemainCo Liabilities.
10. Any recovery under the NewCo Insurance Policies of insurance proceeds for RemainCo Liabilities, net of any costs of recovery (including any legal fees or expenses), deductibles,

retentions, premium adjustments, retroactively rated premiums or other self-insurance features paid by NewCo, if any.

11. All rights of the Company or any of its affiliates under the AZ Policies for coverage and/or defense of claims for RemainCo Liabilities.
12. Lawsuit against Coverys regarding claim #2021CL11296.

[Remainder of Page Intentionally Left Blank]