

**FORM A**

**STATEMENT REGARDING THE  
ACQUISITION OF CONTROL OF OR MERGER  
WITH A DOMESTIC INSURER**

**Filed with the Maryland Insurance Administration**

Name of Domestic Insurer: Evergreen Health, Inc.

Name of Acquiring Persons (Applicants): JARS Health Investments, LLC;  
Anne Arundel Health System, Inc.; and  
LBH Evergreen Holdings, LLC

Dated: May 1, 2017

Name, title, address and telephone number of the individual to whom notices and correspondence concerning this Statement should be addressed:

Ren Tundermann, Esq.  
Funk & Bolton, P.A.  
36 S. Charles Street  
12<sup>th</sup> Floor  
Baltimore, Maryland 21201  
(410) 659-7766  
rtundermann@fblaw.com

**Item 1. METHOD OF ACQUISITION**

The name and address of the Maryland domestic insurer to which this Statement relates is as follows:

Evergreen Health, Inc.  
3000 Falls Road, Suite 1  
Baltimore, MD 21211

Control is to be acquired as follows:

**A. Background to the Transaction**

Evergreen Health, Inc. (“Evergreen Health”) was founded in 2012 by a reform-minded group of experts in health and medicine with the vision of providing affordable, high-quality health care at a reasonable cost to Maryland individuals and small businesses. In September 2012, the Centers for Medicare and Medicaid Services (“CMS”) entered into an agreement with Evergreen Health to become a Consumer Operated and Oriented Plan (“CO-OP”) under the Federal Patient Protection and Affordable Care Act of 2010 (“Affordable Care Act”). Evergreen Health is a Maryland nonstock corporation and was licensed in 2013 by the Maryland Insurance Administration as a non-profit health maintenance organization (“HMO”). Under the CO-OP program and pursuant to a loan agreement with CMS, Evergreen Health received loan amounts of approximately \$65 million over four years to start its operations and maintain its solvency through its initial years of existence (the loan is hereafter referred to as the “CMS Surplus Note”).

Evergreen Health approached the open enrollment period for the 2014 plan year with an array of product offerings for individuals and small groups both on and off the Maryland Health Benefit Exchange. IT failures on the Maryland Health Connections site of the Maryland Health Benefit Exchange significantly hampered Evergreen Health’s entrance into the Maryland marketplace. With fewer individual members than anticipated, Evergreen Health focused on the small group market in 2014, gaining respectable market share for a start-up carrier by the end of the year. 2015 was a year of tremendous growth, with membership growing from 11,694 members at the end of 2014 to 29,679 members at the end of 2015, including a small number of large group members. That growth continued in 2016 with total membership of 38,673 at year-end. Evergreen Health was fulfilling its mission of providing high quality health insurance and expert customer service to Marylanders.

On June 30, 2016, CMS announced that Evergreen Health was required to pay \$24.6 million in risk adjustment transfers, wiping out all of Evergreen Health’s financial gains over the prior two-and-a-half years. The risk adjustment program is one of three programs under the Affordable Care Act designed to redistribute funds from plans with lower-risk enrollees to plans with higher-risk enrollees. The rules established by CMS for this program had the effect, however, of disadvantaging small, start-up carriers (those with little data on their enrollees) and rewarding carriers with long-standing enrollees (those with multiple years of data on their

enrollees).<sup>1</sup> Evergreen Health had expected to receive a risk adjustment transfer assessment of \$4.5 million; however a transfer assessment of \$24.2 million put Evergreen Health in immediate financial peril.

Evergreen Health realized in July 2016 that it would need access to capital to help it survive and thrive in the Maryland marketplace and began exploring opportunities to convert from non-profit to for-profit and to be acquired. During this time, the Maryland Insurance Administration closely monitored the financial condition of Evergreen Health.

JARS Health Investments, LLC (“JARS”), Anne Arundel Health System, Inc. (“AAHS”) and LBH Evergreen Holdings, LLC (“LifeBridge”) (JARS, AAHS and LifeBridge are each a “Purchaser” and collectively the “Purchasers”) desire to acquire Evergreen Health in order to enable Evergreen Health to carry on its mission to provide high quality and affordable health insurance to all Marylanders. Evergreen Health and the Purchasers expect and intend that the acquisition of Evergreen Health will (i) be in the best interest of the Maryland public; (ii) ensure the survival of Evergreen Health; (iii) provide competition to a shrinking number of health insurers offering coverage in the Maryland health insurance marketplace; (iv) provide continuing and expanding employment opportunities consistent with Evergreen Health’s evolving and growing business requirements; (v) create a collective enterprise which provides additional financial strength for policyholders and Evergreen Health; and (vi) carry on and expand Evergreen Health’s mission.

## **B. The Transaction and Acquisition of Control**

Evergreen Health and the Purchasers have entered into agreements described in greater detail below pursuant to which (i) the Purchasers have loaned funds to Evergreen Health in exchange for the issuance by Evergreen Health of surplus promissory notes (the “Surplus Notes”), and (ii) following conversion, the Purchasers will acquire a 100% equity interest in Evergreen Health at which time the Surplus Notes will be deemed repaid in full and Evergreen Health’s obligation will be extinguished.

Evergreen Health spent five months negotiating with CMS to end its involvement in the CO-OP program. In January 2017, Evergreen Health and CMS reached a settlement regarding full and final payment of all debts owed by Evergreen Health to CMS under the CMS Surplus Note. Beginning in January 2017, the Purchasers agreed to make loans from time-to-time to Evergreen Health to support its financial condition while the Purchasers undertook extensive due diligence on Evergreen Health. The first loan of \$6,000,000 was made on January 17, 2017. Evergreen Health used a portion of these proceeds to repay the CMS Surplus Note at a discounted rate. Pursuant to the settlement with CMS, Evergreen Health ceased to be a part of the CO-OP program under the Affordable Care Act and remains a nonstock, non-profit health maintenance organization under Maryland law. The Purchasers loaned an additional \$3,000,000 to Evergreen Health on April 3, 2017. A final \$3,000,000 is to be loaned simultaneously with the execution and delivery of the Stock Purchase Agreement between Evergreen Health and the

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<sup>1</sup> These rules have since been amended to partially correct for this unintended impact, but the rules are implemented prospectively and so were not applied to the calculation for the 2015 plan year, announced by CMS on June 30, 2016.

Purchasers on or before May 1, 2017 (the "Stock Purchase Agreement").

Pursuant to the Stock Purchase Agreement, Evergreen Health will convert to for-profit status and will sell and issue to the Purchasers shares of stock representing a 100% equity interest in Evergreen Health. The aggregate purchase price is equal to the sum of (i) the outstanding principal amount, together with all accrued but unpaid interest thereon, of the Surplus Notes and (ii) the amount of capital necessary to ensure that Evergreen Health has no less than 71% risk-based capital ("RBC") at the time of such closing (which amount Evergreen Health anticipates will be approximately \$9,940,000). Thus, the total of the loans plus the consideration at closing is estimated at \$21,940,000. The Purchasers agree that the entire amount owed to them under the Surplus Notes is being tendered to Evergreen Health in exchange for the applicable shares of Evergreen Health stock, and the Surplus Notes shall be deemed repaid in full and terminated. The Maryland Insurance Commissioner's approval of the repayment of the Surplus Notes (with interest) is a condition to closing.

The Stock Purchase Agreement requires the Purchasers to use commercially reasonable efforts to cause Evergreen Health's RBC level to be at least equal to 200% as of December 31, 2018. The Purchasers further agree that they will be prepared to provide additional growth capital to Evergreen Health after the closing, as needed and agreed upon. The Purchasers have established this measured, well-paced RBC path in recognition that it may require multiple additional investments in Evergreen Health to restore its financial foundation on the way to sound financial health.

At the closing of the transaction, Evergreen Health's Amended and Restated Bylaws (the "Bylaws") will become effective and the Purchasers will enter into a Voting Agreement, Investors' Rights Agreement and Right of First Refusal and Co-Sale Agreement with the Company (collectively, the "Purchaser Agreements"). Among other things, the Purchaser Agreements will govern how shares of Evergreen's capital stock held by the Purchasers will be voted on in the election of directors and grant certain rights to the Purchasers in the event another Purchaser desires to transfer shares of capital stock of Evergreen Health.

The Board of Directors of Evergreen Health (the "Board") will manage the business and affairs of Evergreen Health, and will initially be comprised of five individuals. Pursuant to the terms of the Purchaser Agreements, each Purchaser will have the right to designate one individual to the Board, provided the Purchaser and its affiliates continue to own a minimum number of shares of Series A Preferred Stock. The remaining two directors will be unaffiliated with Evergreen Health and any Purchaser. In addition, each Purchaser will have the right, provided it continues to own a minimum number of shares of Series A Preferred Stock, to designate two individuals to attend meetings of the Board in a non-voting observer capacity. In the event of additional investments by any of the Purchasers or any third parties, the number of individuals an investor will be entitled to designate to the Board may increase, to a maximum of three total Board designees for any such investor, based on the investor's, including its affiliates, ownership percentage of all issued and outstanding shares of Series A Preferred Stock. Subject to certain limited exceptions to be included in the Articles of Amendment and Restatement of Evergreen Health ("the Articles of Amendment and Restatement") following the closing on the transaction, the consent of the holders of at least seventy-five percent (75%) of the issued and outstanding shares of Series A Preferred Stock is required in order for Evergreen Health to,

among other things, raise additional capital or issue additional equity securities of Evergreen Health or securities convertible into or exercisable for any equity securities of Evergreen Health.

The Bylaws provide that a majority of the directors will constitute a quorum for the transaction of business at any meeting of the Board, and the action of the majority of the directors present at a meeting at which a quorum is present shall be the action of the Board, unless the concurrence of a greater proportion is required by applicable law, the Articles of Amendment and Restatement or the Purchaser Agreements. The Purchaser Agreements require that certain actions by Evergreen Health be approved by at least two of the three directors designated by the Purchasers.

The Purchaser Agreements also placed certain restrictions on a Purchaser's ability to sell shares of capital stock of Evergreen Health owned by it, and require that a Purchaser offer the stock to the other Purchasers before selling to a third party. Pursuant to the terms of the Series A Preferred Stock, a Purchaser has the right to put its shares to Evergreen Health in certain circumstances, provided that such transaction is first approved by the Maryland Insurance Administration.

**Item 2. IDENTITY AND BACKGROUND OF THE APPLICANTS**

(a) Name and Address of Applicants:

JARS Health Investments, LLC  
c/o Nemphos Braue LLC  
100 West Pennsylvania Avenue, Suite 101G  
Baltimore, MD 21204

Anne Arundel Health System, Inc.  
2001 Medical Parkway  
Annapolis, MD 21401

LBH Evergreen Holdings, LLC  
c/o LifeBridge Health, Inc.  
2401 W. Belvedere Avenue  
Baltimore, MD 21215

(b) Nature of Applicants' Business Operations for the Past Five Years and Business Intended to Be Done By Applicants and Their Subsidiaries

JARS

JARS was formed by a group of individuals and entities for the primary purpose of serving as the investment vehicle for the members' investment in Evergreen Health. JARS has no current plans to change its future business operations.

## AAHS

AAHS is a Maryland not-for-profit corporation and the parent company of several subsidiaries including Anne Arundel Medical Center, which is a regional health system headquartered in Annapolis, Maryland, serving an area of more than 1 million people. Founded in 1902, Anne Arundel Medical Center includes a 385-bed not-for-profit hospital, a medical group, imaging services, a substance use treatment center, and other health enterprises. In addition to a 57-acre Annapolis campus, AAMC has outpatient pavilions in Bowie, Kent Island, Odenton and Waugh Chapel.

AAHS currently intends to continue to operate subsequent to the acquisition of Evergreen Health in a manner consistent with the manner in which AAHS currently operates.

## LifeBridge

LBH Evergreen Holdings, LLC was formed for the purpose of holding the LifeBridge companies' investment in Evergreen Health. LifeBridge Health, Inc., is the ultimate controlling person of LBH Evergreen Holdings, LLC. LifeBridge Health, Inc. is a nonprofit regional health care organization based in northwest Baltimore and its surrounding counties. LifeBridge Health consists of Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital, Levindale Hebrew Geriatric Center and Hospital, LifeBridge Health & Fitness, hundreds of primary care and specialty physicians throughout the region, and many affiliated health-related partners.

As one of the largest, most comprehensive and most highly respected providers of health-related services to the people of the northwest Baltimore region, LifeBridge Health advocates preventive services, wellness and fitness services, and programs to educate and support the communities it serves.

LifeBridge Health currently intends to continue to operate subsequent to the acquisition of Evergreen Health in a manner consistent with the manner in which LifeBridge Health currently operates.

### (c) Organizational Chart

Organizational charts and/or lists are attached hereto as Exhibit 2 that present the identities of and the inter-relationships among AAHS and LifeBridge and their affiliates. Unless otherwise indicated on such charts or in this Form A, each entity is a corporation and control is maintained by the ownership or control of voting securities. Also attached as part of Exhibit 2 is a list of JARS members with a greater than 10% interest in JARS. No court proceeding involving a reorganization or liquidation is pending with respect to any individuals or entities identified on the attached organizational charts or lists.

**Item 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT**

**JARS**

JARS is a limited liability company formed by eight members, who have certain voting rights commensurate with their membership percentages. Alice Burton serves as the Manager for JARS. Five members of JARS have greater than a 10% membership interest. Those members are Jamin Development, LLC, Dr. Scott Rifkin, Audacious Capital, LLC, Alejandro Fernandez, and Wareing & Co. Ltd.

Mark Puente is the sole member and Manager of Jamin Development, LLC. Peter Wareing is the controlling and General Partner of Wareing & Co. Ltd. Chris Brandt is the majority member and Manager and the only officer of Audacious Capital, LLC.

Attached as Exhibit 3 are biographical affidavits with the information required by this Item 3 for certain of the individuals associated with JARS as described above. Copies of the biographical affidavits will also be provided to a third party vendor to perform background checks and report the results to the Maryland Insurance Administration. Biographical affidavits for the remaining individuals associated with JARS for whom biographical affidavits and background reports are not currently on file with the Maryland Insurance Administration are under way and will be provided to the Maryland Insurance Administration as soon as they are available.

A biographical affidavit containing the information required by this Item 3 and a third-party vendor background check are already on file with the Maryland Insurance Administration for Mr. Puente, Dr. Rifkin and Chris Brandt. Mr. Brandt formed Audacious Capital, LLC and assumed an officer role with Audacious Capital, LLC subsequent to his biographical affidavit and background report being provided to the MIA.

**AAHS**

The Board of Trustees and Executive Officers of the AAHS are listed below. AAHS is a nonstock corporation; therefore, there are no owners of 10% or more of the voting securities of AAHS. Attached as Exhibit 4 are biographical affidavits with the information required by this Item 3 for certain of the Trustees and Executive Officers of AAHS which have been completed in the previous 12 months. Biographical affidavits for the remaining Trustees and Executive Officers of AAHS are currently underway, and will be provided to the Maryland Insurance Administration as soon as they are available. Copies of biographical affidavits of the Trustees and Executive Officers of AAHS will also be provided to a third party vendor to perform background checks and report the results to the Maryland Insurance Administration.

**Trustees and Executive Officers of AAHS**

AAHS's Board of Trustees consists of the following individuals:

Trustees

Gary Jobson, Chair

John Belcher, Vice Chair

Peggy Alexander

George K. Anderson, MD

Victoria W. Bayless

Jim Chambers

Mary Clance, MD

Karen Drenkard, PhD, RN

James P. Ellerson

Carlesa Finney

Ed Gosselin

Jason L. Groves, Esq.

Kenneth Gummerson, MD

Alan J. Hyatt, Esq.

Theodore I. Pincus

Leisa C. Russell

Patricia Darrow Smith

AAHS's executive officers are as follows:

Executive Officers

Title

Victoria W. Bayless  
2001 Medical Parkway  
Annapolis, MD 21401

President and Chief Executive Officer

Bob Reilly  
2001 Medical Parkway

Chief Financial Officer



Annapolis, MD 21401

Mitchell Schwartz, MD  
2001 Medical Parkway  
Annapolis, MD 21401

Chief Medical Officer and President of Physician  
Enterprise

David Florin  
2001 Medical Parkway  
Annapolis, MD 21401

General Counsel and Chief Legal Officer

Paula Widerlite  
2001 Medical Parkway  
Annapolis, MD 21401

Chief Strategy Officer

Maulik Joshi, DrPH  
2001 Medical Parkway  
Annapolis, MD 21401

Executive Vice President of Integrated Care Delivery and  
Chief Operating Officer

**LifeBridge Health, Inc.**

The Directors and Executive Officers of LifeBridge Health, Inc. are set forth below. LifeBridge Health, Inc. is the ultimate controlling person of LBH Evergreen Holdings, LLC. LBH Evergreen Holdings, LLC has no directors and has three officers who are a subset of the officers of LifeBridge Health, Inc. Attached as Exhibit 5 are biographical affidavits with the information required by this Item 3 for certain of the Directors and Executive Officers of LifeBridge Health, Inc. which have been completed in the previous 12 months. Biographical affidavits for the remaining Directors and Executive Officers of LifeBridge Health, Inc. are currently underway, and will be provided to the Maryland Insurance Administration as soon as they are available. Copies of biographical affidavits of the Directors and Executive Officers of LifeBridge Health, Inc. will also be provided to a third party vendor to perform background checks and report the results to the Maryland Insurance Administration.

Directors and Executive Officers of LifeBridge Health, Inc.

LifeBridge Health, Inc.'s Board of Directors will consist of the following members at closing on the acquisition:

Directors

Jason A. Blavatt, Esq., Chair

Barry F. Levin, Esq., Vice Chair

Jeffrey A. Wothers, Esq. Secretary

Ronnie B. Footlick, Treasurer

Lynn E. Abeshouse, Assistant Treasurer

Laura Black

Marc P. Blum, Esq.

Joseph A. Cooper

Lee Coplan

Charles O. Fisher, Jr., Esq.

Louis F. Friedman, Esq.

Martin K.P. Hill

Harry W. Kaplan, M.D.

Donald Kirson

Brenda Weil Mandel

Brian L. Moffet, Esq.

Marcus Lee Primm

Frank B. Rosenberg

Robert C. Russel

Ethan A. Seidel, Ph.D.

Larry A. Van Sant

Helen W. Whitehead

Gregory Rochlin

Abba Poliakoff

Paul Saval

Executive Officers

Title

Neil Meltzer  
2401 W. Belvedere Ave.  
Baltimore, MD 21215

President and Chief Executive Officer

Mr. Meltzer also serves as President of LBH Evergreen Holdings, LLC.

David Krajewski Senior Vice President and Chief Financial Officer  
2401 W. Belvedere Ave.  
Baltimore, MD 21215

Mr. Krajewski also serves as VP and Treasurer of LBH Evergreen Holdings, LLC.

Joel Suldan Vice President and General Counsel  
2401 W. Belvedere Ave.  
Baltimore, MD 21215

Mr. Suldan also serves as VP and Secretary of LBH Evergreen Holdings, LLC.

Leslie Simmons Senior Vice President/President, Carroll Hospital  
2401 W. Belvedere Ave.  
Baltimore, MD 21215

Brian White Senior Vice President/President, Northwest Hospital  
and Post-Acute Care Division  
2401 W. Belvedere Ave.  
Baltimore, MD 21215

Neil Carpenter Vice President Strategic Planning and Research  
2401 W. Belvedere Ave.  
Baltimore, MD 21215

***Item 4. Nature, Source and Amount of Consideration***

(a) The nature, source and amount of consideration for the acquisition are the loans represented by surplus notes issued by Evergreen Health and the additional consideration to be paid at closing as described in greater detail in Item 1 of this Form A. Specifically, the consideration will include the following loan amounts which will be deemed repaid upon the conversion of Evergreen Health and the issuance of shares of Evergreen Health stock representing the Purchasers' respective interests in Evergreen:

January 17, 2017:	<u>\$6,000,000</u> (\$2,500,000 from JARS; \$2,500,000 from AAHS and \$1,000,000 from LifeBridge)
April 3, 2017:	<u>\$3,000,000</u> (\$500,000 from JARS; \$500,000 from AAHS and \$2,000,000 from LifeBridge)
May 1, 2017: <sup>2</sup>	<u>\$3,000,000</u> (\$1,000,000 from JARS; \$1,000,000 from AAHS and

<sup>2</sup> This loan amount is to be issued simultaneously with the execution and delivery of the stock purchase agreement

\$1,000,000 from LifeBridge)

In addition, as described in greater detail in Item 1, the consideration will include funds paid by the Purchasers at closing of the acquisition of Evergreen Health in an amount necessary to ensure that Evergreen Health has no less than 71% RBC at the time of such closing. The total of the loans that will be extinguished plus the consideration at closing is estimated at \$21,940,000.

No part of the consideration is represented or is to be represented by funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding or trading securities.

- (b) The nature and amount of consideration was determined based on Evergreen Health's capital requirements. More specifically, the Purchasers and Evergreen Health, in concurrence with the Maryland Insurance Administration, determined the amount of consideration based on the funds needed by Evergreen Health to raise its surplus to a level necessary to continue its operations.
- (c) The source of the consideration for the acquisition is not a loan.

***Item 5. Future Plans of Insurer***

The Purchasers have no plans to declare any extraordinary dividend, liquidate, sell any assets to or merge with any person or persons, or make any other material change in the business operations or corporate structure of Evergreen Health. The Purchasers intend to enhance the senior leadership of Evergreen Health through the addition of one or more management-level employees.

***Item 6. Voting Securities to be Acquired***

Pursuant to the Stock Purchase Agreement, and subject to the terms and conditions of the Stock Purchase Agreement, each Purchaser will acquire the number of shares of Series A Preferred Stock, \$0.0001 par value per share, of Evergreen Health ("Series A Preferred Stock") equal to such Purchaser's Aggregate Purchase Consideration divided by \$1.00 per share. The Aggregate Purchase Consideration of a Purchaser is an amount equal to the sum of (i) the outstanding aggregate principal amount, together with all accrued and unpaid interest thereon, of the Surplus Notes held by such Purchaser, and (ii) one-third of the RBC Closing Capital Amount, which is the amount of capital needed by Evergreen Health to meet a RBC threshold of no less than 71% as of closing date of the transaction.

The outstanding principal amount of each Purchaser's Surplus Notes is \$4,000,000 as of May 1, 2017 and is expected to be \$4,000,000 as of the closing date. The RBC Closing Capital Amount is estimated at \$9,940,000. Thus, each Purchaser's Aggregate Purchase Consideration is estimated to be approximately \$7,313,333, plus accrued interest on the Purchaser's Surplus

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on or before May 1, 2017.

Notes.

In addition, pursuant to the Stock Purchase Agreement, and subject to the terms and conditions of the Stock Purchase Agreement, JARS will acquire, at a purchase price of \$0.0001 per share, that number of shares of common stock, \$0.0001 par value per share, of Evergreen Health (“Common Stock”), equal to the quotient of (A) the number of shares of Series A Preferred Stock issued to all Purchasers multiplied by five (5), over (B) ninety-five (95). The number of shares of Common Stock purchased by JARS at closing will be equal to 5% of the issued and outstanding shares of capital stock of Evergreen Health, on a fully diluted basis.

Pursuant to the Articles of Amendment and Restatement of Evergreen Health, both the Series A Preferred Stock and the Common Stock will be voting stock. Each holder of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Series A Preferred Stock could be converted on the record date of the vote. The Series A Preferred Stock is initially convertible to Common Stock on a 1-to-1 ratio. Therefore, at closing, each share of Series A Preferred Stock and each share of Common Stock will have equal voting rights.

***Item 7. Ownership of Voting Securities***

Evergreen Health is a nonstock corporation and has no voting securities. Accordingly, no Purchaser, and no affiliate of a Purchaser, beneficially owned voting securities of Evergreen Health, or held voting securities of Evergreen Health in which there is a right to acquire beneficial ownership. There are no other beneficially owned securities of Evergreen Health that may be converted into voting securities, or for which there is a right to acquire beneficial ownership that may be converted into voting securities of Evergreen Health, except for the Surplus Notes, which, pursuant to the Stock Purchase Agreement, will be deemed repaid in full at closing at which time the Purchasers will acquire a 100% equity interest in Evergreen Health.

***Item 8. Contracts, Arrangements, or Understandings with Respect to Voting Securities of the Insurer***

Except as provided in the Stock Purchase Agreement or related transaction documents included with this Statement, there are no contracts, arrangements or understandings with respect to any voting security of Evergreen Health in which the Purchasers, their affiliates or any person listed in Item 3 is involved, including any transfer of any securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits, or the giving or withholding of proxies.

***Item 9. Recent Purchases of Voting Securities***

There have been no purchases of any voting securities of Evergreen Health by the Purchasers, their affiliates or any person listed in Item 3 during the 12 calendar months preceding the filing of this Statement.

**Item 10. Recent Recommendations to Purchase**

There have been no recommendations to purchase any voting security of Evergreen Health during the 12 calendar months preceding the filing of this Statement by the Purchasers, their affiliates or any person listed in Item 3, or by any other person based on interviews or at the suggestion of the Purchasers, their affiliates or any person listed in Item 3.

**Item 11. Agreements with Broker-Dealers**

There have been no agreements, contracts or understandings made with any brokers, securities dealers, service organizations or other persons as to the solicitation of securities of Evergreen Health for tender.

**Item 12. Financial Statements and Exhibits**

Below is a list of the financial statements and exhibits filed with this Statement. There are no proposed employment, consultation, advisory or management contracts concerning Evergreen Health, and there are no tender offers for, requests or invitations for, tenders of, exchange offers for, and agreements to acquire or exchange any voting securities of Evergreen Health, or additional solicitation material related thereto, except for the Stock Purchase Agreement attached hereto as Exhibit 1. The Purchasers or affiliated health care providers may enter into provider contracts with Evergreen Health in the ordinary course of business.

**Financial Statements and Exhibits**

Stock Purchase Agreement	<u>Exhibit 1</u>
Organizational Charts of Lists for JARS, AAHS, and LifeBridge	<u>Exhibit 2</u>
Biographical Affidavits for individuals associated with JARS	<u>Exhibit 3</u>
Biographical Affidavits for individuals associated with AAHS	<u>Exhibit 4</u>
Biographical Affidavits for individuals associated with LifeBridge	<u>Exhibit 5</u>
Pro Forma Financial Projections of Evergreen Health	<u>Exhibit 6</u>
JARS audited financial statements as of 12/31/16	<u>Exhibit 7</u>
JARS unaudited statement of assets and members' capital as of 4/30/17	<u>Exhibit 8</u>
Consolidated Audited Financial Statements of AAHS and Subsidiaries for the Years Ended June 30, 2016 and 2015	<u>Exhibit 9</u>

Consolidated Audited Financial Statements of AAHS and Subsidiaries for the Years Ended June 30, 2015 and 2014	<u>Exhibit 10</u>
Consolidated Audited Financial Statements of AAHS and Subsidiaries for the Years Ended June 30, 2014 and 2013	<u>Exhibit 11</u>
Consolidated Audited Financial Statements of AAHS and Subsidiaries for the Years Ended June 30, 2013 and 2012	<u>Exhibit 12</u>
Consolidated Audited Financial Statements of AAHS and Subsidiaries for the Years Ended June 30, 2012 and 2011	<u>Exhibit 13</u>
AAHS and Subsidiaries Consolidated Balance Sheet as of March 31, 2017	<u>Exhibit 14</u>
Consolidated Audited Financial Statements of LifeBridge Health, Inc. and Subsidiaries for the Years Ended June 30, 2016 and 2015	<u>Exhibit 15</u>
Consolidated Audited Financial Statements of LifeBridge Health, Inc. and Subsidiaries for the Years Ended June 30, 2015 and 2014	<u>Exhibit 16</u>
Consolidated Audited Financial Statements of LifeBridge Health, Inc. and Subsidiaries for the Years Ended June 30, 2014 and 2013	<u>Exhibit 17</u>
Consolidated Audited Financial Statements of LifeBridge Health, Inc. and Subsidiaries for the Years Ended June 30, 2013 and 2012	<u>Exhibit 18</u>
Consolidated Audited Financial Statements of LifeBridge Health, Inc. and Subsidiaries for the Years Ended June 30, 2012 and 2011	<u>Exhibit 19</u>
LifeBridge Health, Inc. Consolidated Financial Statement for the Eight Months Ended February 28, 2017	<u>Exhibit 20</u>
LifeBridge Health, Inc. Annual Report & Community Benefit Summary for 2015	<u>Exhibit 21</u>
LifeBridge Health, Inc. Annual Report & Community Benefit Summary for 2014	<u>Exhibit 22</u>

***Item 13. Agreement Requirements for Enterprise Risk Management***

The Applicants agree to provide, to the best of their knowledge and belief, the information required by Form F within fifteen (15) days after the end of the month in which acquisition of control occurs.

Applicants also agree to file the annual enterprise risk report required by Insurance Article § 7-603(h), Annotated Code of Maryland, for as long as control exists.

***Item 14. Additional Information for Partnerships and Corporations***

The persons required to file this Statement under Insurance Article, § 7-304 are either limited liability companies or corporations and the information required by the Form A is being provided for the necessary persons with respect to the partnerships and corporations.

***Item 15. Acknowledgement to Provide Information***

The applicants acknowledge that the applicants and all affiliates in the insurance holding company system will provide information to the Commissioner on request as necessary to evaluate enterprise risk to the insurer, and other information necessary or appropriate in the public interest or for the protection of policyholders that the Commissioner requires by regulation.

[Signatures and Certifications appear on the following pages]



**Item 16. Signature and Certification**

**SIGNATURE**

Pursuant to the requirements of Subtitle 3 of the Maryland Insurance Acquisitions, Disclosure and Control Act, JARS Health Investments, LLC has caused this application to be duly signed on its behalf in the County of Baltimore and State of Maryland on the 1<sup>st</sup> day of May, 2017.

JARS Health Investments, LLC  
signature on original

By:

Alice Burton, Manager

Attest:

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title)

**CERTIFICATION**

The undersigned deposes and says that she has duly executed the attached application dated May 1, 2017, for and on behalf of JARS Health Investments, LLC; that she is the Manager of such company, and that she is authorized to execute and file such instrument. Deponent further says that she is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of knowledge, information and belief.

signature on original

Signature: \_\_\_\_\_

Name: Alice Burton

**SIGNATURE**

Pursuant to the requirements of Subtitle 3 of the Maryland Insurance Acquisitions, Disclosure and Control Act, Anne Arundel Health System, Inc. has caused this application to be duly signed on its behalf in the City of Annapolis and State of Maryland on the 1<sup>st</sup> day of May, 2017.

Anne Arundel Health System, Inc.

By: signature on original  
(Name) (Title) /

Attest: signature on original  
(Signature of Officer)

General Counsel / Chief Legal Officer  
(Title)

**CERTIFICATION**

The undersigned deposes and says that (s)he has duly executed the attached application dated May 1, 2017, for and on behalf of Anne Arundel Health System, Inc.; that (s)he is the EVP/COO (Title of Officer) of such company, and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his or her knowledge, information and belief.

Signature: signature on original  
Name: Maulik Joshi

**SIGNATURE**

Pursuant to the requirements of Subtitle 3 of the Maryland Insurance Acquisitions, Disclosure and Control Act, LBH Evergreen Holdings, LLC has caused this application to be duly signed on its behalf in the City of Baltimore and State of Maryland on the 1<sup>st</sup> day of May, 2017.

LBH Evergreen Holdings, LLC

By: signature on original  
(Name) (Title) Neil m. Meltzer  
President

Attest: signature on original  
(Signature of Officer)  
Secretary  
(Title)

**CERTIFICATION**

The undersigned deposes and says that (s)he has duly executed the attached application dated May 1, 2017, for and on behalf of LBH Evergreen Holdings, LLC; that (s)he is the President (Title of Officer) of such company, and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his or her knowledge, information and belief.

Signature: signature on original  
Name: Neil m. Meltzer