EXHIBIT H
LETTER AGREEMENT (WITH SPA AMENDMENT)
FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT

This First Amendment to Stock Purchase Agreement (this "Amendment") is made and entered into as of the __ day of __________, 20__, (the "Effective Date") by and among The Dentists Insurance Company, an insurance company domiciled in the State of California ("TDIC"), TDIC Insurance Solutions, a California corporation ("TDIC IS") and together with TDIC, each a "Purchaser" and together the "Purchasers"), and Moda, Inc., an Oregon corporation ("Moda"), and Moda Health Plan, Inc., an Oregon corporation (together with Moda, each a "Seller" and together the "Sellers").

RECITALS

WHEREAS, the Purchaser and Sellers entered into a Stock Purchase Agreement dated as of June 10, 2016 (the "Stock Purchase Agreement");

WHEREAS, Moda has caused NORDIC to redeem all of the shares of common stock held by WSDA and, accordingly, Moda is the sole record and beneficial owner of all of the outstanding common stock of NORDIC (the "NORDIC Redemption");

WHEREAS, in connection with the NORDIC Redemption, NORDIC issued a promissory note in favor of WSDA in the principal amount of $4,597,213 and such promissory note constitutes Indebtedness which is to be paid off at Closing; and

WHEREAS, the Purchasers and Sellers wish to effect the amendments to the Stock Purchase Agreement as set forth in this Amendment, which provides for the reflection of the consummation of the Redemption and the related increase to the Purchaser Price based on the principal amount of the promissory note.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Purchasers and Sellers agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Stock Purchase Agreement.

2. Amendments to Stock Purchase Agreement.

(a) The recitals of the Stock Purchase Agreement are hereby amended by replacing the first and second recitals in their entirety with the following:

WHEREAS, (i) Moda Health Plan, Inc. is the sole record and beneficial owner of all of the outstanding common stock (the "DBIC Shares") of Dentists Benefits Insurance Company, an insurance company domiciled in the State of Oregon ("DBIC"), and (ii) Moda is (a) the sole record and beneficial owner of all of the outstanding common stock (the "DBC Shares") of Dentists Benefits Corporation, an Oregon corporation ("DBC") and (b) the record and beneficial owner of 100% of the outstanding common stock (the "NORDIC Shares" and together with the DBIC Shares and the DBC Shares, collectively, the "Shares") of Northwest Dentists Insurance Company, an insurance company domiciled in the State of Washington ("NORDIC" and together with DBIC and DBC, each a "Company" and together, the "Companies");
WHEREAS, the Shares represent (i) all of the outstanding capital stock of each of DBIC and DBC and (ii) all of the outstanding capital stock of NORDIC;

(b) Section 1.1 of the Stock Purchase Agreement is hereby amended by adding the following defined terms:

"NORDIC Note" means that certain promissory note issued by NORDIC in favor of WSDA in the principal amount of $4,597,213.

"NORDIC Redemption" means the redemption by NORDIC of all of the outstanding shares of NORDIC held by WSDA.

(c) Section 1.1 of the Stock Purchase Agreement is hereby amended by replacing the following definition in its entirety with the following:

"Closing Date Payment" means the Purchase Price minus the NORDIC Note minus the Escrow Amounts minus the Transaction Expenses minus the Sweep Account Payable.

"Retention Purchase Price Adjustment" means an amount equal to the sum of (i)(A) the product of the DBIC Retention Adjustment Factor and the DBIC Retention Shortfall and (B) the product of the NORDIC Retention Adjustment Factor and the NORDIC Retention Shortfall, and (ii) any reductions in Property and/or Professional Liability written premium, together with any multiple thereof taken into account by Purchasers in determining the Purchase Price, as adjusted pursuant Section 2.8(c).

(d) Section 2.2 of the Stock Purchase Agreement is hereby amended by replacing Section 2.2 in its entirety with the following:

Section 2.2 Purchase Price. The purchase price (the "Purchase Price") to be paid to Sellers for the Shares at the Closing shall be $38,597,213 less the outstanding amount of the Sweep Account Payable (determined as of the Closing Date), subject to adjustment as provided in Section 2.8. The Purchase Price shall be paid by Purchasers as follows:

(a) first, to the Escrow Agent, the Escrow Amounts, to be held and disbursed by the Escrow Agent in accordance with the Escrow Agreement, by wire transfer of immediately available funds in accordance with wire instructions provided by the Escrow Agent prior to the Closing;

(b) second, Purchasers shall pay the Persons specified in writing by the Seller Representative not later than three (3) days prior to the Closing, the Transaction Expenses, by wire transfer of immediately available funds, in accordance with the wire instructions provided by the Seller in such writing;

(c) third, Purchasers shall pay to WSDA the outstanding amount due under the NORDIC Note;

(d) fourth, Purchasers shall pay to Sellers the Closing Date Payment; and

(e) fifth, immediately after Closing, Purchasers shall pay to Moda the Sweep Account Payable.
(c) Section 2.8(b)(iii) of the Stock Purchase Agreement is hereby amended by replacing the last sentence thereof in its entirety with the following:

Any Post Closing Adjustment attributable to NORDIC shall be adjusted and multiplied by a factor of 0.75.

(f) Section 2.8(c)(vi) of the Stock Purchase Agreement is hereby amended by adding the following sentence at the end of such section:

For the avoidance of doubt, Sellers shall be responsible for 100% of any Retention Purchase Price Adjustment attributable to NORDIC.

(g) Section 5.1(o) of the Stock Purchase Agreement is hereby amended by replacing Section 5.1(o) in its entirety with the following:

(o) other than consummation the NORDIC Redemption, issue, sell, convey, pledge, otherwise dispose of, encumber, repurchase, reclassify, split or redeem any capital stock or evidence of indebtedness or other securities, or grant any options, warrants, calls, rights or commitments or any other agreements of any character obligating it to issue any shares of capital stock or any evidence of indebtedness or other securities;

(h) Section 5.5(b) of the Stock Purchase Agreement is hereby amended by replacing Section 5.1(o) in its entirety with the following:

(b) In accordance with Seller's' standard payroll practices relating to termination of employment, Sellers shall ensure payment to each Business Employee all accrued salary, accrued unused vacation or paid time off, bonuses, commissions and overtime, in each case, for services provided as of the Closing Date, Sellers shall continue the participation of Hired Employees (and their covered dependents) in Sellers' Plans that are “group health plans” (as defined in Section 733(a) of BRISA) through the end of the calendar month in which the Closing occurs; provided, that each Business Employee can elect to receive credit for up to 80 hours of paid time off, which shall be credited on account of such Business Employee post-Closing to the extent Sellers pay such balance to Purchasers at the Closing.

(i) Section 7.4 of the Stock Purchase Agreement is hereby amended by adding a new Section 7.4(h) to read as follows:

(h) For the avoidance of doubt, any Losses incurred by the Purchaser Indemnified Parties solely on account of a breach of a representation or warranty (other than Fundamental Representations) or a covenant made or to be performed by or on account of NORDIC shall be adjusted and multiplied by a factor of 0.75.

3. Effect on the Stock Purchase Agreement. Except as specifically amended by this Amendment, the Stock Purchase Agreement, shall remain in full force and effect and the Stock Purchase Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects. From and after the Amendment Effective Date, each reference in the Stock Purchase Agreement to “this Agreement,” “herein,” “hereof,” “hereunder” or words of similar import, or to any provision of the Stock Purchase Agreement, as the case may be, shall be deemed to refer to the Stock Purchase Agreement or such provision as amended by this Amendment, unless the context otherwise requires. References to the “date hereof” or the “date of this Agreement” shall be deemed to refer to August 7, 2013.
4. **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

5. **Miscellaneous.** Article X of the Stock Purchase Agreement shall apply to this Amendment, mutatis mutandis.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

PURCHASERS:

THE DENTISTS INSURANCE COMPANY

By: ________________________________
   Name: Peter A. DuBois
   Title: Chief Executive Officer

TDIC INSURANCE SOLUTIONS

By: ________________________________
   Name: Peter A. DuBois
   Title: Chief Executive Officer

SELLERS:

MODA, INC.

By: ________________________________
   Name: David Evans
   Title: SVP and CFO

MODA HEALTH PLAN, INC.

By: ________________________________
   Name: David Evans
   Title: SVP and CFO

[Signature Page to First Amendment to Stock Purchase Agreement]
Re: Amendment to Stock Purchase Agreement

Dear Mr. Bikales:

Reference is made to that certain Stock Purchase Agreement (the “Purchase Agreement”), dated as of June 10, 2016, by and among The Dentists Insurance Company, an insurance company domiciled in the State of California (“TDIC”), TDIC Insurance Solutions, a California corporation (“TDIC IS” and together with TDIC, each a “Purchaser” and together the “Purchasers”), and Moda, Inc., an Oregon corporation (“Moda”), and Moda Health Plan, Inc., an Oregon corporation (together with Moda, each a “Seller” and together the “Sellers”). Capitalized terms used herein without definition shall have the meanings as set forth in the Purchase Agreement.

The Parties agree that Northwest Dentists Insurance Company, an insurance company domiciled in the State of Washington (“NORDIC”), has entered into an agreement whereby it will redeem all of the issued and outstanding shares held by the Washington State Dental Association, a nonprofit corporation domiciled in the State of Washington (the “Redemption”). Following the consummation of the Redemption, Moda will be the sole shareholder of NORDIC. Accordingly, Purchasers and Sellers agree to execute an amendment to the Purchase Agreement in the form attached hereto as Exhibit A promptly after the Redemption is consummated to reflect the foregoing.

This Letter Agreement shall be governed by and construed and enforced in accordance with the law set forth in the Purchase Agreement.

This Letter Agreement may be executed by facsimile signature or by other electronic means and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

October 24, 2016
If you are in agreement with the foregoing, kindly execute this Letter Agreement, whereupon this Letter Agreement shall constitute a binding agreement among us.

Sincerely,

THE DENTISTS INSURANCE COMPANY

By: ____________________________
Name: Peter Dubois
Title: President / CEO

TDIC INSURANCE SOLUTIONS

By: ____________________________
Name: Peter Dubois
Title: President / CEO

Agreed and Acknowledged:

MODA, INC.

By: ____________________________
Name: ___________________________
Title: ____________________________

MODA HEALTH PLAN, INC.

By: ____________________________
Name: ___________________________
Title: ____________________________
If you are in agreement with the foregoing, kindly execute this Letter Agreement, whereupon this Letter Agreement shall constitute a binding agreement among us.

Sincerely,

THE DENTISTS INSURANCE COMPANY

By:  
Name:  
Title:  

TDIC INSURANCE SOLUTIONS

By:  
Name:  
Title:  

Agreed and Acknowledged:

MODA, INC.

By: Robert G. Gootee  
Name: Robert G. Gootee  
Title: CEO  

MODA HEALTH PLAN, INC.

By: Robert G. Gootee  
Name: Robert G. Gootee  
Title: CEO  

010-8272-8824/AMERICAS
Exhibit A

SPA Amendment

(see attached)
FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT

This First Amendment to Stock Purchase Agreement (this "Amendment") is made and entered into as of the __ day of__ , 201 (the "Effective Date") by and among The Dentists Insurance Company, an insurance company domiciled in the State of California ("TDIC"), TDIC Insurance Solutions, a California corporation ("TDIC IS" and together with TDIC, each a "Purchaser" and together the "Purchasers"), and Moda, Inc., an Oregon corporation ("Moda"), and Moda Health Plan, Inc., an Oregon corporation (together with Moda, each a "Seller" and together the "Sellers").

RECITALS

WHEREAS, the Purchaser and Sellers entered into a Stock Purchase Agreement dated as of June 10, 2016 (the "Stock Purchase Agreement");

WHEREAS, Moda has caused NORDIC to redeem all of the shares of common stock held by WSDA and, accordingly, Moda is the sole record and beneficial owner of all of the outstanding common stock of NORDIC (the "NORDIC Redemption");

WHEREAS, in connection with the NORDIC Redemption, NORDIC issued a promissory note in favor of WSDA in the principal amount of $4,597,213 and such promissory note constitutes Indebtedness which is to be paid off at Closing; and

WHEREAS, the Purchasers and Sellers wish to effect the amendments to the Stock Purchase Agreement as set forth in this Amendment, which provides for the reflection of the consummation of the Redemption and the related increase to the Purchaser Price based on the principal amount of the promissory note.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Purchasers and Sellers agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Stock Purchase Agreement.

2. Amendments to Stock Purchase Agreement.

   (a) The recitals of the Stock Purchase Agreement are hereby amended by replacing the first and second recitals in their entirety with the following:

   WHEREAS, (i) Moda Health Plan, Inc. is the sole record and beneficial owner of all of the outstanding common stock (the "DBIC Shares") of Dentists Benefits Insurance Company, an insurance company domiciled in the State of Oregon ("DBIC"), and (ii) Moda is (a) the sole record and beneficial owner of all of the outstanding common stock (the "DBC Shares") of Dentists Benefits Corporation, an Oregon corporation ("DBC") and (b) the record and beneficial owner of 100% of the outstanding common stock (the "NORDIC Shares" and together with the DBIC Shares and the DBC Shares, collectively, the "Shares") of Northwest Dentists Insurance Company, an insurance company domiciled in the State of Washington ("NORDIC" and together with DBIC and DBC, each a "Company" and together, the "Companies");
WHEREAS, the Shares represent (i) all of the outstanding capital stock of each of DBIC and DBC and (ii) all of the outstanding capital stock of NORDIC;

(b) Section 1.1 of the Stock Purchase Agreement is hereby amended by adding the following defined terms:

"NORDIC Note" means that certain promissory note issued by NORDIC in favor of WSDA in the principal amount of $4,597,213.

"NORDIC Redemption" means the redemption by NORDIC of all of the outstanding shares of NORDIC held by WSDA.

(c) Section 1.1 of the Stock Purchase Agreement is hereby amended by replacing the following definition in its entirety with the following:

"Closing Date Payment" means the Purchase Price minus the NORDIC Note minus the Escrow Amounts minus the Transaction Expenses minus the Sweep Account Payable.

"Retention Purchase Price Adjustment" means an amount equal to the sum of (i)(A) the product of the DBIC Retention Adjustment Factor and the DBIC Retention Shortfall and (B) the product of the NORDIC Retention Adjustment Factor and the NORDIC Retention Shortfall, and (ii) any reductions in Property and/or Professional Liability written premium, together with any multiple thereof taken into account by Purchasers in determining the Purchase Price, as adjusted pursuant Section 2.8(c).

(d) Section 2.2 of the Stock Purchase Agreement is hereby amended by replacing Section 2.2 in its entirety with the following:

Section 2.2 Purchase Price. The purchase price (the "Purchase Price") to be paid to Sellers for the Shares at the Closing shall be $38,597,213 less the outstanding amount of the Sweep Account Payable (determined as of the Closing Date), subject to adjustment as provided in Section 2.8. The Purchase Price shall be paid by Purchasers as follows:

(a) first, to the Escrow Agent, the Escrow Amounts, to be held and disbursed by the Escrow Agent in accordance with the Escrow Agreement, by wire transfer of immediately available funds in accordance with wire instructions provided by the Escrow Agent prior to the Closing;

(b) second, Purchasers shall pay the Persons specified in writing by the Seller Representative not later than three (3) days prior to the Closing, the Transaction Expenses, by wire transfer of immediately available funds, in accordance with the wire instructions provided by the Seller in such writing;

(c) third, Purchasers shall pay to WSDA the outstanding amount due under the NORDIC Note;

(d) fourth, Purchasers shall pay to Sellers the Closing Date Payment; and

(e) fifth, immediately after Closing, Purchasers shall pay to Moda the Sweep Account Payable.
(e) Section 2.8(b)(iii) of the Stock Purchase Agreement is hereby amended by replacing the last sentence thereof in its entirety with the following:

Any Post Closing Adjustment attributable to NORDIC shall be adjusted and multiplied by a factor of 0.75.

(f) Section 2.8(c)(vi) of the Stock Purchase Agreement is hereby amended by adding the following sentence at the end of such section:

For the avoidance of doubt, Sellers shall be responsible for 100% of any Retention Purchase Price Adjustment attributable to NORDIC.

(g) Section 5.1(o) of the Stock Purchase Agreement is hereby amended by replacing Section 5.1(o) in its entirety with the following:

(o) other than consummation the NORDIC Redemption, issue, sell, convey, pledge, otherwise dispose of, encumber, repurchase, reclassify, split or redeem any capital stock or evidence of indebtedness or other securities, or grant any options, warrants, calls, rights or commitments or any other agreements of any character obligating it to issue any shares of capital stock or any evidence of indebtedness or other securities;

(h) Section 5.5(b) of the Stock Purchase Agreement is hereby amended by replacing Section 5.1(o) in its entirety with the following:

(b) In accordance with Seller's' standard payroll practices relating to termination of employment, Sellers shall ensure payment to each Business Employee all accrued salary, accrued unused vacation or paid time off, bonuses, commissions and overtime, in each case, for services provided as of the Closing Date, Sellers shall continue the participation of Hired Employees (and their covered dependents) in Sellers' Plans that are "group health plans" (as defined in Section 733(a) of ERISA) through the end of the calendar month in which the Closing occurs; provided, that each Business Employee can elect to receive credit for up to 80 hours of paid time off, which shall be credited on account of such Business Employee post-Closing to the extent Sellers pay such balance to Purchasers at the Closing.

(i) Section 7.4 of the Stock Purchase Agreement is hereby amended by adding a new Section 7.4(h) to read as follows:

(h) For the avoidance of doubt, any Losses incurred by the Purchaser Indemnified Parties solely on account of a breach of a representation or warranty (other than Fundamental Representations) or a covenant made or to be performed by or on account of NORDIC shall be adjusted and multiplied by a factor of 0.75.

3. Effect on the Stock Purchase Agreement. Except as specifically amended by this Amendment, the Stock Purchase Agreement, shall remain in full force and effect and the Stock Purchase Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects. From and after the Amendment Effective Date, each reference in the Stock Purchase Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import, or to any provision of the Stock Purchase Agreement, as the case may be, shall be deemed to refer to the Stock Purchase Agreement or such provision as amended by this Amendment, unless the context otherwise requires. References to the "date hereof" or the "date of this Agreement" shall be deemed to refer to August 7, 2013.
4. **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

5. **Miscellaneous.** Article X of the Stock Purchase Agreement shall apply to this Amendment, mutatis mutandis.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

PURCHASERS:

THE DENTISTS INSURANCE COMPANY

By:  
Name: Peter A. DuBois  
Title: Chief Executive Officer

TDIC INSURANCE SOLUTIONS

By:  
Name: Peter A. DuBois  
Title: Chief Executive Officer

SELLERS:

MODA, INC.

By:  
Name: David Evans  
Title: SVP and CFO

MODA HEALTH PLAN, INC.

By:  
Name: David Evans  
Title: SVP and CFO

[Signature Pages to First Amendment to Stock Purchase Agreement]