IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA

State of Florida, ex rel., the DEPARTMENT OF FINANCIAL SERVICES of The State of Florida,

Relator,		
vs.	CASE NO:	
PHYSICIANS UNITED PLAN, INC.,		
Respondent,		
/		

PETITION FOR ORDER APPOINTING THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES AS RECEIVER FOR PURPOSES OF IMMEDIATE REHABILITATION AND AUTOMATIC LIQUIDATION EFFECTIVE JULY 1, 2014, INJUNCTION, AND NOTICE OF AUTOMATIC STAY

The Florida Department of Financial Services, Division of Rehabilitation and Liquidation, (hereinafter the "DEPARTMENT") hereby petitions this Court pursuant to Sections 631.031 and 631.061, Florida Statutes, for a consent order of immediate rehabilitation, with an automatic liquidation date of 12:01 a.m. on July 1, 2014, for PHYSICIANS UNITED PLAN, INC. (hereinafter the "RESPONDENT"). In support of its petition, the DEPARTMENT states:

- 1. This Court has jurisdiction pursuant to Section 631.021(1), Florida Statutes, and venue is proper pursuant to Section 631.021(2), Florida Statutes.
- 2. The RESPONDENT is a Florida corporation authorized to transact business as a health maintenance organization in the State of Florida since July 29, 2005. The RESPONDENT's principal place of business is located at 8427 Southpark Circle, Suite 500, Orlando, Florida 32819.

- 3. Section 631.021(3), Florida Statutes, provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of liquidating, rehabilitating, reorganizing, or conserving a Florida domiciled insurer.
- 4. Sections 631.031 and 631.061, Florida Statutes, authorize the DEPARTMENT to petition this Court for an order directing it to liquidate a domestic insurer upon the existence of any of the grounds specified in Section 631.051, Florida Statutes, or if such an insurer is or is about to become insolvent. Further, Section 631.025, Florida Statutes, authorizes the DEPARTMENT to initiate delinquency proceedings against any insurer if the statutory grounds for receivership are present as to that insurer.
- 5. Pursuant to Section 631.031(1), Florida Statutes, by letter dated June 3, 2014, Kevin McCarty, Commissioner of the Office of Insurance Regulation, advised Florida's Chief Financial Officer, Jeff Atwater that the Office of Insurance Regulation (hereinafter the "OFFICE") concluded grounds existed for the initiation of delinquency proceedings against RESPONDENT. A copy of the letter is attached as EXHIBIT A.
- 6. On April 16, 2014, RESPONDENT consented to the appointment of the DEPARTMENT as Receiver for the purposes of rehabilitation or liquidation pursuant to Sections 631.051(1), 631.051(11) and 631.061, Florida Statutes. A copy of the Stipulation and Consent to Receivership or Liquidation signed by RESPONDENT is attached as EXHIBIT B.
- 7. Sections 631.051(11) and 631.061, Florida Statutes, authorize the DEPARTMENT to petition this Court for an order directing it to rehabilitate or liquidate a domestic insurer upon the ground that the insurer has consented to such an order through the majority of its directors, stockholders, members or subscribers.

- 8. In addition to the consent pursuant to Section 631.051(11), Florida Statutes, the DEPARTMENT has learned from the OFFICE that the RESPONDENT is insolvent as that term is defined in Section 631.011(14), Florida Statutes. The basis for this determination is described by the OFFICE in EXHIBIT A and summarized as follows:
- a. The RESPONDENT has participated in a sale/leaseback arrangement that collateralized assets of the RESPONDENT. The OFFICE has deemed that these collateralized assets of the RESPONDENT, in the amount of \$28,919,463, are encumbered and non-admitted since they are not available for the payment of losses and claims.
- b. The OFFICE has reviewed the RESPONDENT's receivables totaling \$45,805,675. This total includes \$34,570,244 in risk-sharing receivables due from medical providers. The RESPONDENT has not collected these risk-sharing receivables in a manner acceptable to the OFFICE. Therefore, the OFFICE believes that the risk-sharing receivables in the amount of \$34,570,244 should be non-admitted as an asset of the RESPONDENT.
- c. On April 16, 2014, the RESPONDENT, through a majority of its directors, stockholders, members, or subscribers, executed a *Consent to Order of Rehabilitation or Liquidation*, see EXHIBIT B. In paragraph 2, the "...RESPONDENT admits that unless a capital infusion of thirty million U.S. Dollars (\$30,000,000) is contributed to the surplus by 12:00 pm Tuesday, June 3, 2014, grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation...as Receiver of RESPONDENT for the purpose of Rehabilitation or Liquidation..." No such infusion has occurred. On June 3, 2014, the RESPONDENT represented to the OFFICE that no transaction to make an infusion was forthcoming.

- d. On May 27, 2014, the OFFICE received the RESPONDENT's April 30, 2014 monthly financial statement. The RESPONDENT reported net admitted assets of \$92,465,690 and total liabilities of \$105,339,885. Additionally, the RESPONDENT reported a deficit of \$12,934,195. The RESPONDENT is clearly insolvent.
- 9. Further grounds for receivership exist pursuant to Section 631.051(3), Florida Statutes, that the RESPONDENT is in such condition as to render its further transaction of a health maintenance organization presently or prospectively hazardous to its members, creditors, stockholders, or the public.
- 10. Therefore, the DEPARTMENT requests, pursuant to Sections 631.051 and 631.061, Florida Statutes, the entry of an Order Appointing the DEPARTMENT as Receiver for purposes of immediate rehabilitation, with an automatic liquidation date of 12:01 a.m. on July 1, 2014.
- 11. Accordingly it is in the best interests of the RESPONDENT, its creditors and members that the relief requested in the petition be granted.
- 12. The DEPARTMENT advises that it is working with the Centers for Medicare and Medicaid Services (hereinafter "CMS") to address issues surrounding the RESPONDENT's participation in the Medicare program, primarily addressing the orderly movement of RESPONDENT's members to solvent plans within the Medicare program or to traditional Medicare.

WHEREFORE, the Florida Department of Financial Services respectfully petitions this Court to appoint the DEPARTMENT as Receiver for the purposes of immediate rehabilitation, with an automatic liquidation date of 12:01 a.m. on July 1, 2014, as proposed in the recommended Order attached as EXHIBIT C.

SUBMITTED on this 5th day of June, 2014.

STEVEN G. BRANGACCIO

Senior Attorney

Florida Bar No.: 71773

Steven.Brangaccio@myfloridacfo.com

JENNIFER FERRIS

Senior Attorney

Florida Bar No.: 58576

Jennifer.Ferris@myfloridacfo.com

Florida Department of Financial Services

Division of Rehabilitation and Liquidation

2020 Capital Circle, S.E., Suite 310

Tallahassee, FL 32301

Telephone: (850) 413-4445 Facsimile: (850) 413-3990



OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES
COMMISSION

RICK SCOTT GOVERNOR

JEFF ATWATER CHIEF FINANCIAL OFFICER

PAM BONDI ATTORNEY GENERAL

ADAM PUTNAM COMMISSIONER OF AGRICULTURE

KEVIN M. MCCARTY COMMISSIONER

June 3, 2014

The Honorable Jeff Atwater Chief Financial Officer Department of Financial Services The Capitol, PL-11 Tallahassee, FL 32399

Re: Physicians United Plan, Inc.

Dear Chief Financial Officer Atwater:

Please be advised that the Office of Insurance Regulation (hereinafter referred to as the "Office") has determined that one or more grounds exist for the initiation of delinquency proceedings, pursuant to Chapter 631, Florida Statutes, against Physicians United Plan, Inc. (hereinafter referred to as "PUP"). PUP is a Florida corporation authorized to transact business as a health maintenance organization (hereinafter referred to as "HMO") in the State of Florida, and is authorized to sell Medicare HMO products. As specified in Sections 631.051 and 631.061, Florida Statutes, the grounds that allow a petition for an order, appointing the Department of Financial Services (hereinafter referred to as the "Department") as receiver and directing it to rehabilitate or liquidate the business of a domestic insurer, include the following, if such entity:

Is impaired or insolvent;

The Office finds for the reasons set forth in the attached documents that Physicians United Plan, Inc. has insufficient assets to pay all outstanding obligations and therefore, is insolvent.

Is found by the Office to be in such condition or is using or has been subject to such methods or practices in the conduct of its business, as to render its further transaction of insurance presently or prospectively hazardous to its policyholders, creditors, stockholders, or the public.

KEVIN M. McCarty • Commissioner 200 East Gaines Street • Tallahassee, Florida 32399-0305 • (850) 413-5914 • Fax (850) 488-3334 Website: www.florr.com • email: kevin.mccarty@floir.com PUP's insolvency poses a serious danger to the financial safety of the policyholders, subscribers, claimants, creditors and citizens of the State of Florida.

 PUP has consented to such an order through a majority of its directors, stockholders, members, or subscribers.

PUP executed Consent to Order of Receivership effective June 3, 2014.

The Office has determined that PUP is currently insolvent. As such, I am advising you of that determination so that delinquency proceedings can be initiated by the Division of Rehabilitation and Liquidation. The following documents are attached in support of such determination:

Exhibit A - Affidavit of Carolyn Morgan, Director Life & Health Financial Oversight, with Exhibits

Exhibit B - Executed Consent to Appointment of Receiver

As always, the Office stands ready to provide any additional information or assistance the Department needs in order for this matter to proceed as expeditiously as possible. Thank you for your attention to this matter.

Sincerely.

Kevin M. McCarty
Commissioner

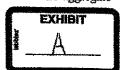
cc: John Hale, Acting General Counsel Department of Financial Services

Sha'Ron James, Division Director Division of Rehabilitation and Liquidation Department of Financial Services

AFFIDAVIT OF CAROLYN MORGAN

BEFORE ME, the undersigned authority, personally appeared Carolyn Morgan, Director of Life & Health Financial Oversight for the Office of Insurance Regulation, who after being duly sworn, deposes and says:

- 1. I, Carolyn Morgan, am over the age of eighteen (18), sui juris, and I am competent to testify to and have personal knowledge of the facts contained herein.
- 2. I, Carolyn Morgan, currently hold the position of Director with the Life & Health Financial Oversight business unit of the Florida Office of Insurance Regulation (hereinafter referred to as the "OFFICE"). I graduated from Florida State University in 2007 with a Bachelor of Science degree in Accounting. I have been employed by the OFFICE since June 2004,
- 3. Physicians United Plan, Inc. (hereinafter referred to as "PUP") was licensed on July 29, 2005 as a State of Florida domestic health maintenance organization, pursuant to Part I of Chapter 641, Florida Statutes, and is subject to the regulation of the OFFICE pursuant to the Florida Insurance Code.
- 4. The OFFICE has determined that grounds exist for the Department of Financial Services (hereinafter referred to as the "DEPARTMENT") to petition for an order, under Section 631.051, Florida Statutes, directing the DEPARTMENT to initiate delinquency proceedings against PUP. The basis for this determination is summarized as follows:
- (a) On April 14, 2014, the OFFICE began an onsite investigation into sale/leaseback arrangements that had recently been discovered and not disclosed between PUP and Pacific Western Equipment Finance (hereinafter referred to as "Pacific Western"), a division of Pacific Western Bank. Risk-sharing receivables reported as admitted assets on the December 31, 2013 monthly financial statement, filed with the OFFICE on January 27, 2014, included collateralized assets noted on Lease Schedule No. 009 (attached as Exhibit 1). Other sale/leaseback arrangements associated with Master Lease MEF0979 (attached as Exhibit 2) with collateralized assets were discovered during the investigation by the OFFICE.
- (b) On April 25, 2014 the OFFICE received PUP's March 31, 2014 monthly financial statement (attached as Exhibit 3). PUP reported on page 2, line 5, cash, cash equivalents and short-term investments totaling \$33,937,534. This amount includes approximately \$29,842,968 in encumbered assets related to the sale/leaseback arrangements with Pacific Western. On April 16, 2014, PUP received default notices (attached as Exhibit 4) from Pacific Western related to the sale/leaseback arrangements. Pacific Western collected \$28,919,463 (after varied payments), which is the aggregate



amount of assets collateralized under the sale/leaseback arrangements. Pursuant to Section 641.35(1)(b)(h), Florida Statutes, the OFFICE has deemed the encumbered assets of \$28,919,463 as non-admitted assets since they are not available for the payment of losses and claims.

- (b) PUP also reported on the March 31, 2014 monthly financial statement, page 2, line 24, health care and other amounts receivables totaling \$45,805,675. This amount includes approximately \$34,570,244 in risk-sharing receivables due from medical providers. Pursuant to Statement of Statutory Accounting Principles (hereinafter referred to as "SSAP"), No. 84, paragraph 20(d), regarding risk sharing receivables, "Evaluation of the collectability of risk sharing receivables shall be made quarterly. If in accordance with SSAP No. 5R, it is probable the balance is uncollectible, any uncollectible receivable shall be written off and charged to income in the period the determination is made." Pursuant to SSAP No. 5R, "probable" is defined as "The future event or events are likely to occur." PUP has represented to the OFFICE that the amounts due from medical providers under the risk sharing agreements have not been collected in the manner provided for by the guidance given in SSAP No. 84, therefore, the risk sharing receivable amount of \$34,570,244 should also be non-admitted as an asset.
- (c) PUP reported on its March 31, 2014 monthly financial statement total assets of \$110,724,998 and a total capital and surplus of \$14,540,090. The OFFICE has determined PUP's total assets and total capital and surplus to be overstated by approximately \$63,489,707, which is the total of \$28,919,463 in encumbered assets and \$34,570,244 in uncollected risk sharing receivables. PUP's adjusted surplus at March 31, 2014 is approximately \$48,949,617, rendering the company insolvent.
- (d) On April 16, 2014, PUP, through a majority of its directors, stockholders, members, or subscribers, executed a Consent to Order of Rehabilitation or Liquidation (attached as Exhibit 5), which states: "Respondent admits that unless a capital infusion of thirty million U.S. Dollars (\$30,000,000) is contributed to the surplus by 12:00 pm Tuesday, June 3, 2014, grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation (herein after referred to as the ("DEPARTMENT"), as Receiver of RESPONDMENT for the purpose of Rehabilitation or Liquidation pursuant to Sections 631.051(1) and 631.061(1), Florida Statutes." The amount referenced in the above mentioned Consent to Order of Rehabilitation or Liquidation represents the amount known to the OFFICE at the time of execution by PUP in order to bring PUP into compliance with statutory requirements.
- (e) On May 8, 2014, PUP notified the OFFICE that they had signed an agreement, contingent upon the due diligence review, that would result in the infusion of capital required by the deadline indicated in the above referenced Consent to Order of Rehabilitation or Liquidation.

- On May 27, 2014, the OFFICE received PUP's April 30, 2014 monthly financial statement (attached as Exhibit 6). PUP reported on page 1, line 28, net admitted assets of \$92,465,690 and on page 2, line 24, total liabilities of \$105,339,885. The total capital and surplus, therefore reported by PUP on page 2, line 33, is a deficit of \$12,934,195. PUP, through the filing of their April 30, 2014 financial statement, has admitted that they are insolvent.
- On June 3, 2014, it was represented to the OFFICE by PUP that they have been unable to finalize a transaction that would result in the infusion of the amount required by the Consent to Order of Rehabilitation or Liquidation, and they would be unable to correct the current insolvency now identified by the OFFICE, therefore triggering the Consent to Order of Rehabilitation or Liquidation,.
- Based on the above findings, the Office has determined that Physicians 5. United Plan. Inc. is in an unsound financial condition and has insufficient capital

assure prompt payment of losses of claims in	n this state in the future. Thus, grounds for
issuing an Order for entry into receivership e	xist under Sections 631 051(1) 631 051(2)
and 631.051(11), Florida Statutes.	
FURTHER AFFIANT SAYETH NOT.	
Cardin Mocaan	
Carolyn Morgan, Director	
Life & Health Financial Oversight	
Office of Insurance Regulation	
STATE OF Florida	
COUNTY OF LESS	
	حد المس
The foregoing instrument was acknowledged	before me this day of2014,
The foregoing instrument was acknowledged by Carple n morgan asas	Director of Life & Health Solveran
(man or person)	(type of authority
e.g. officer, trustee attorney in fact)	
for <u>OIL</u>	0.0
(company name)	Delua & Summer
	(Signature of the Street, Stre
	MY COMMISSION F FORESCE
,	(Principle and Sandy Commissioned
	Nanto or Notary)
Personally Known OR Produced Ide	ntification
Type of Identification Produced	

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT This Notice and Acknowledgment of Assignment shall replace and supersede the previously signed Notice and Acknowledgment of Assignment dated December 17, 2013.

December 24, 2013

PHYSICIANS UNITED PLAN, INC. 8427 SOUTHPARK CIRCLE, SUITE 500 ORLANDO, PLORIDA 32819

Ro: Lease Schedule No. 009 dated December 13, 2013 (the "Lease") to Master Lease Agreement No. MEF0979 dated as of September 26, 2011, including any amendments thereto, (collectively, the "Agreement") between PACIFIC WESTERN EQUIPMENT FINANCES, a division of PACIFIC WESTERN BANK as lessor ("Lessor") and PHYSICIANS UNITED PLAN, INC. as lessee (the "Lessee") Property Leased: Management Service Organization Risk Receivables.

Commencement Date of Lease: January 1, 2014

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Notice is hereby given that the Lessor has collaterally assigned and granted a security interest in, the Lease and all rents and other sums due and to become due thereunder, and the equipment leased thereunder (collectively, the "Property") to MB FINANCIAL BANK, N.A., Alin: Ljoan Servicing, 7th Floor, 6111 North River Road, Rosemont, IL 60018 ("Lender"), as security for a lean made or to be made by Londer to Lessor.

Lessee is hereby directed, and by signature below, consents to such assignment and grant of security interest to Lender, and commencing May 1, 2014 (the "Rent Assignment Date") agrees to pay directly to Lender at its address shown above, until Lender instructs Lessee otherwise in writing, all reads and other payments including, without limitation, all rentals, stipulated loss (or casualty) value payments, termination payments, applicable into charges, attorneys' fees and expenses of collection and embreement of the Lesse, and all other sums due and to become due under the Lesse (collectively, the "Payments").

Lessee, by signature below, certifies and confirms to Londer, and agrees as follows:

- As of the Ront Assignment Date, the following cents remain due under the Lease and Lessee agrees to pay all such rents directly to Lender on their respective due dates: Pifty-five (55) equal monthly rent payments of 5203,300.00 each (exclusive of taxes), commencing on May 1, 2014, and continuing on the first day of each modific thereafter, ending with the payment due on November 1, 2018.
- 2. That the aforesald rentals are the firm, fixed rentals due under the Lease and are not subject to any adjustment.
- 3. That Lessee's obligation to make the Payments to Lender is and shall remain absolute and unconditional, and Lessee will pay directly to Lender all Payments without regard to, and shall not assert against Lender, any claim, defense, connermalism, recompress, reduction, setoff or right to caused or torminate the Lesse which Lessee may have against Lessey or any other party. Nothing herein shall be deemed to relieve Lesser of any of its obligations to Lessee under the Lesse. Lessee hereby expressly waives my right it may have to terminate the Lesse prior to the expiration of the initial term thereof which expires on November 1, 2018.
- 4. That the Property is in the Lessee's possession at the address specified in the Lesse, and that the Property has been fully end finally accepted by duly authorized representatives of Lessee as the Property under the Lesse.
- 5. Lessee warrants and represents to the Lender that true and complete copies of the Lease and Agreement are attached hereto as <u>Bxhilalt A</u> and that they represent the sole agreements between Lesser and Lessee respecting the Property, the rentals and all other payments due and to become due under the Lease.



- 6. That the Lease is in full force and effect, that Lessee will not modify or consent to any modification of the terms of the Lease without the prior written consent of the Leader, and that any such modification shall be ineffective without Leader's prior written consent, which shall not be unreasonably withheld.
- 7. That neither the Lesso nor, to Lesses's knowledge, Lessor, has breached the Lesse in any respect and that all Payments due under the Lesse have been and will continue to be paid in strict accordance with the terms of the Lesse and this Notice.
- That all representations and duties of Lessor intended to induce Lesses to enter in the Lesse whether required by the Lesse or otherwise have been fulfilled.
- Lessee acknowledges that Lender has not assumed, nor shall it be responsible for the performance of, any of the obligations, of Lessor, or any other party under the terms of the Lease.
- 10. That Lessec has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lesse, the Payments, or the Property.
- 11. Lessee confirms to Lender that no sublease, assignment or transfer by Lessee shall in any manner impoir, diminish or relieve the Lessee of its primary obligations under the Lesse, including its obligation to make all Payments directly to Lender, the terms of the Lesse notwithstanding.
- †2. Lessee agrees that Londer is entitled to the benefits of each and every right accorded Lessor in the Lesse, including, without famination, remedies, inspection rights, indemnity rights, right to give consent, right to receive assualty loss payments and payment of costs and expenses incurred in excepting rights and remedies under the Lesse, and the right to receive notices and other documents required to be furnished under the Lesse.
- 13. Lessee acknowledges and confirms that the Lease was excented in counterparts, and Lessee further acknowledges notice from Lessor that the Lender has received the only executed original counterpart marked "ORIGINAL", and that said original is the only counterpart of the Lease constituting "chattel paper" under the Uniform Commercial Code and sufficient to transfer the Lessor's rights in the Lease and Payments.
- 14. Lessor and Lessee agree that no rights or remedies set forth in Article 2A of the Uniform Commercial Code shall be conferred upon either the Lessor or the Lessee as against each other (or the Lender) unless expressly granted in the Lease.
- 15. Lessee hereby authorizes Lessor to file a UCC financing statement against the Lessee in the state of Lessee's formation describing the Property and Lessee further acknowledges that Lessor will assign such UCC financing statement to the Lender.
- 16. Lessee hereby irrevocably agrees that in the event of any conflict between the terms of this Notice and the terms of the Lesse or the Agreement or any other document, the terms of this Notice and Acknowledgment of Assignment (this "Notice") shall govern and control any such conflict.

lessor:

PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK

Cally Launeuce.

BY: Cathy Lawrence TITLE: Vice President LESSOR:

PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK

Cally Laurence

BY.

Cathy Lawrence

TTILE: Vice President

Lessee horoby asknowledges and certifies that the above-described terms, conditions and representations are accurate and true, that Lessee will make the Payments herein stipulated directly to Lender, and that it is duly authorized and empowered to execute and deliver this Notice. Lessee finiter acknowledges that the Lender is materially relying on all the terms and provinces of this Notice in agreeing to discount for Lessor the remaining rems payable under the Lease.

LESSEE	:		•	•
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BY:	_(§			>
Tati	riaz Sattaur	The state of the s		
TITLE:	Prosident &	CEO		
ACKNO	WLEDGED:			
mb Pin	ANCIAL BA	NK, N.A.	LENDER	
BY:		**************************************		·····
TITLE:	•			

Lesses hereby acknowledges and certifies that the above-described terms, conditions and representations are accurate and true, that Lesses will make the Payments herein stipulated directly in Londor, and that it is duly authorized and empowered to execute and deliver this Notice. Lesses further acknowledges that the Lender is materially relying on all the terms and provisions of this Notice in agreeing to discount for Lesser the remaining rents payable under the Lesse.

LESSEE:

PHYSICIANS UNITED PLAN, INC.

BY:

Indias Salaur

TITLE: President & CBO

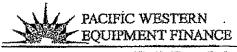
ACKNOWLEDGED:

MB FINANCIAN BASSINA, LENDER

BY:

TITLE:

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ORIGINAL

a division of Pacific Western Bank

LEASE SCHEDULE NO. 009

This Lease Schedule No. 009 dated December 13, 2013 (the "Schedule") between PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK ("Lessor") and PHYSICIANS UNITED PLAN, INC. ("Lessee"): (i) incorporates by reference the terms and conditions of Master Lease Agreement No. MEP0979 dated September 26, 2011, including any amendments thereto (collectively, the "Master Lease"), Exhibit A to the Acceptance Certificate (the "Property Description"), and Exhibit B to this Schedule (the "Casualty Loss Schedule"); (ii) constitutes a separate lease between Lessor and Leases; and (iii) is referenced herein as the "Lease". All expitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease.

- 1. Property: A portion of the Management Service Organization Receivables ("MSO Receivables") (risk sharing receivables, as defined in SSAP No. 84, greater than ninety (90) days in arrears in the occurse of collection as referenced in Lessor's Statutory Statement of Assets as "Figalith care and other amounts receivable"). Although Lessor retains title to the Property, Lessoe shall have the right to collect and retain MSO Receivables so long as the remaining amount due to Lessor from all MSO Receivables is equal to or greater than the amount due under the Lesso. Lessor's portion of MSO Receivables is limited to \$10,000,000.00 of these MSO Receivables. The initial \$15,000,000.00 of MSO Receivables has been assigned to First National Bank of St. Louis.
- 2. Property Location: Records maintained at 8427 Southpark Circle, Suite 500, Orlando, Florida 32819. Lessee's execution and delivery of this Schedule shall constitute its offer to lease the property described herein upon the terms and conditions set forth herein. Lessor's execution of this Schedule in Utah and delivery to Lessee shall constitute its acceptance of the lease. The Lease shall be deemed made in Utah.
- Acceptance Date: As specified in the Acceptance Certificate.
- 4. Initial Period: Sixty (60) months starting on the Commencement Date.
- 5. Monthly Rental: \$203,300,00 plus applicable sales/use and associated property tax.
- 6. Deposit: \$203,300.00 applied to the last Monthly Rental, plus applicable sales/use tax.
- 7. Total Cost: \$10,000,000.00
- " 8. Lease Rate Factor: .02033
 - 9. Cash Security Deposit; Additional Event of Default: In connection with Lessen's execution and delivery of this Schedule, Lesses agrees to deliver to Lesson a cash security deposit in an amount equal to one immored percent (100%) of the Lesson's Total Cost of Property (the "Security Deposit"). Upon Lessen's request, the cash may be converted into one or more Certificates of Deposit which shall be held in an account at Wells Pargo Bank, N.A. Lesses grants to Lesson a security interest in the Security Deposit to secure all of Lessen's obligations (including without limitation, all payment obligations) under the Lesse. The rights and remedies of Lesson with regard to this security interest are set forth in a Security Agreement (the "Security Agreement") executed as of or after the data of this Schedule. The Security Agreement shall be construed in commention with the Lesse. Upon the occurrence of an Event of Default under the Lesse, Lesson may exercise its rights and remedies under the Lesse and/or the Security Agreement, including without limitation, foreclosure and application of the Security Deposit against Lessen's remedies under the Lesse and/or the Security Agreement. Lessee agrees to execute a Deposit Account Control Agreement relating to the Security Agreement.

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- 10. Entire Agreement: For purposes of this Schedule only, Section 20(a) of the Master Lease is hereby modified to include the Security Agreement executed in connection herewith as an additional document which, together with other documents described in that section, shall comprise the entire understanding and agreement between the parties with regard to the subject matter thereof.
- 11. End of Initial Period: For purposes of this Schedule only, provided no Event of Default has occurred under the Lease and Lassee has made all Initial Period payments due under the Lease, at the end of the Initial Period of this Schedule, and provided all taxes and other amounts due under the Lease, including but not limited to sales and use tax, property tax, late charges, and any and all other sums due are paid, all of Lessor's right, title and interest in the Property shall transfer to Lessee. Lessee's notification to Lessor pursuant to Section 14 of the Master Lease is not required.
- 12. Financial Statements: In addition to the financial statement requirements set forth in Section 20(g) of the Mester Lease, Lessee shall provide to Lessor on a quarterly basis, together with delivery of the financial statements, the quarterly risk-based capital calculation including the authorized control level of risk-based capital as established by the NAIC Industry Regulatory Information System.
- 13. Additional Event of Default: Lessee acknowledges and agrees that Lessor has not provided any accounting, legal, or regulatory advice with regard to the Lesse structure or its tox/secounting treatment. The occurrence of any adverse ruling that affects the accounting/regulatory treatment of the Lesse or a material adverse change in Lessee's surplus or financial condition, as reasonably determined by Lessor, shall constitute an additional Event of Default under Section 16 of the Master Lesse.
- 14. Master Lease Terms and Conditions: Except as otherwise provided herein, all other terms and conditions of the Master Lease shall continue in full force and effect without change.

LESSOR:

PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK

BY:

Caffly Lawrence

TITLE: Vice President

LESSEE:

PHYSICIANS UNITED PLAN, INC.

BY:

TITLE: Vice President

ORIGINAL

AMENDMENT NO. 1 TO LEASE SCHEDULB NO. 009

Reference is made to Lease Schedule No. 009 dated December 13, 2013, (the "Schedule") between PACIFIC WESTERN BANK (the "Lessor") and PHYSICIANS UNITED PLAN, INC. (the "Lessor") which incorporates by reference the terms and conditions of Master Lease Agreement No. MEF1979 dated September 26, 2011, including any amendmonts thereto, (collectively, the "Master Lease"): The Schedule and the Master Lease are referred to berein collectively as the "Lease". Pursuant to the Lease, Lessor has agreed to purchase and lease to Lease Property specified in the Lease. All cabibilized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease.

The Schedule shall be amended effective the date hereof'as follows:

In Section 9, delete the phrase "Wells Fargo Bank, N.A." and replace it with "MB Financial Bank, N.A.".

All other terms and conditions of the Lease shall remain in full force and effect without change.

Dated: December 26, 2013

LESSEE:

PACIFIC WESTERN EQUIPMENT FINANCE, PHYSICIANS UNITED PLAN. INC. a division of PACIFIC WESTERN BANK

BY:

Cathy Lawropto Intlex Sataur

TITLE: Vice President & CEO

EXHIBIT B CASUALTY LOSS SCHEDULE DATED DECEMBER 13, 2013 TO

LEASE SCHEDULE NO. 609

to Master lease no. Mep0979

ORIGINAL

The Casualty Loss Value for such item of lost or decauged Property shall be determined by undisplying the original cost to Lessor of such item by the Casualty Loss Perceptuge indicated below which corresponds to the month of the Lesse after the Casualty Loss Value for all lost or destruction, the Casualty Loss Value for all lost or demograf Property shall be equal to the dollar amount listed under the Total Casualty Loss Value for all lost or demograf Property shall be equal to the dollar amount listed under the Total Casualty Loss Value indicated below which coursepends to the month of the Lesso after the Commencement Date in which the last adopting Pentil payment was made. If a partial or total loss nears at any time prior to the Commencement Date of the Lesso, thus the Casualty Loss Value shall be equal to the percentage or the children measure, as the case may be covereprending to payment number "0" (or for an amount equal to 105% of the total amount funded if that amount is different than the Total Casualty Loss Value corresponding to payment number "0").

In the event of default under the Lease, Lessor may, in addition to all other remedies available to it under the Lease, recover the deliar amount listed under the Total Casualty Leas Value indicated below as of the Monthly Rental payment date immediately preceding the date of the default.

	TOTAL			TOTAL	
AFTER	CASUALTY	CASEALTY	AFTER	CASUALITY	CASUALITY
PAYMENT	LOSS	LOSS	PAYMENT	LOSS	LOSS
NUMBER	VALUE	PERCENTAGE	NUMBER	VALUE	PERCENTAGE
Q	\$10,500,000	105,00%	31	\$5,987,371	59.67%
2	\$10,418,648	104,19%	32	\$5,790,106	57.90%
2	\$10,278,167	102,78%	33	\$5,612,067	55.12%
3	\$10,136,840	101,37%	34	\$5,433,252	54.33%
4	\$9,994,660	99.95%	35	\$5,253,657	52.54%
5	\$9,851,623	98.52%	36	\$5,073,278	50.73%
5	\$9,817,470	98.37%	37	\$4,892,112	48.92%
7	\$9,669,274	96.69%	38	\$4,710,155	47,10%
Ħ	\$9,520,247	95.20%	39	54,549,763	45.50%
9	\$9,370,382	93.70%	40	\$4,364,419	43.64%
10	\$9,219,677	92:20%	41	\$4,178,342	41.78%
1)	\$9,068,126	90.68%	42	\$3,591,331	39.92%
12	\$8,915,724	89.16%	43	\$3,803,982	38.04%
13	\$8,762,466	87.62%	44	\$3,629,839	36.30%
14	\$8,692,987	86.93%	45	\$3,439,350	34.39%
15	58,534,858	89.35%	45	53,248,190	32,48%
16	\$8,375,986	83.76%	47	\$3,056,354	30.56%
17	\$8,216,129	82.16%	48	\$2,863,842	28.64%
18	\$8,055,522	80.56%	49	\$2,678,284	26,78%
19	\$7,894,080	78,94%	50	\$2,483,372	24,83%
20	\$7,731,799	77,32%	51	\$2,287,752	22.88%
21	\$7,639,067	76.33%	57	\$2,091,573	20.92%
22	\$7,466,250	74.66%	53	\$1,898,540	18.99%
23	\$7,298,635	72.99%	54	\$1,700,359	17,00%
24	\$7,130,219	71,30%	55	\$1,501,643	15,02%
25	\$6,960,998	69.61%	56	\$1,302,392	13.02%
25	\$6,790,968	67.91%	57	\$1,109,900	11.10%
27	\$6,620,126	55.20%	58	\$306,600	9.07%
28	\$6,448,457	64,48%	59	\$703,300	7.03%
29	\$6,319,595	63,20%	60	\$500,000	5.00%
30	\$6.143.866	61.44%	anci that		p

LESSOR:

PACIFIC WESTERN EQUIPMENT FINANCE, a distantificacipic western bank

Confry Lawren
TTTLE: Vice President

LESSEE;

PHYSICIANS UNITED FRANCES

TIME Presidend & CEO

ASSIGNMENT

Reference is made to Lease Solicitude No. 009 dated December 13, 2013, (the "Schedule") between PACIFIC WESTERN EQUIPMENT BINANCE, a division of PACIFIC WESTERN BANK (the "Lessor") and PHYSICIANS UNITED PLAN, INC. (the "Lessor") which incorporates by reference the terms and conditions of Master Lease Agreement No. MEP0979 dated September 26, 2011, including any amendments thereto (collectively, the "Master Lease"). The Solicidule and the Master Lease are referred to herein collectively as the "Lease". Lessor agreed to purchase and lease to Lessoe certain Property consisting of a portion of the Management Service Organization Receivables ("MSO Receivables") (risk sharing receivables, as defined in SSAP No. 84, greater than ninety (90) days in arrears in the course of collections as referenced in Lessee's Statutory Statement of Assets as "Health care and other amounts receivable") (collectively the "Property"). Although Lessor relating title to the Property, Lessoe shall have the right to collect and retain MSO Receivables so long as the remaining amount due to Lessee from all MSO Receivables is limited to \$10,000,000.00 of these MSO Receivables. The initial \$12,000,000.00 of MSO Receivables has been assigned to First National Bank of St. Louis. All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lesse.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- Lessee hereby assigns all of its right, title and interest in the Property free and clear of all liens and encounterances of any kind or description to Lessor.
- 2. Lessee bereby assigns and sets over to Lessor all of Lessee's ownership and control of the Property, including without limitation: (a) the right to purchase Lessee's interests in the Property; (b) the right to control use of the Property; and (o) all claims and rights with respect to the Property for the purpose of leasing the Property to Lessee.
- 3. Lessor shall have no obligation to pay any sums to Lessee until: (a) Lessee has signed and delivered a form of Acceptance Certificate acceptable to Lesser; (b) Lessee has signed and delivered all Lesse documentation required by Lessor; (c) Lessor has received UCC searches performed against Lessee showing no security interest, lien or other encumbrance on the Property; (d) Lessor has received partial releases, if applicable, of any UCC liens or encumbrances; and (e) Lessor has received evidence of Lessee's ownership, and/or any other documentation reasonably required by Lessor, all in form acceptable to Lessor.
 - 4. Lessee represents and warrants to Lessor that:
- a. There is no action, suit or proceeding pending or threatened against or effecting Lesses before or by any court, administrative agency or other governmental authority which brings into question the validity of the transaction contemplated by this Assignment or which might materially impair the ability of Lesses to perform its obligations under this Assignment or the transaction contemplated hereby.
- b. Neither the execution and delivery by the Lessee of this Assignment, nor the compliance by the Lessee with the provisions hereof, conflicts with or results in a breach of any of the provisions of the organizational documents of Lessee, or of any applicable law, judgment, order, writ, hijoaction, decree, rule or regulation of any court, administrative agency or other governmental authority,

or of any agreement or other instrument to which the Lessee is a party or by which it is bound, or constitutes or will constitute a default under any thereof.

- c. The transaction contemplated by this Assignment complies with all applicable federal and state laws, rules and regulations applicable to Lesses.
- d. No consent, approval or authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Lessee of, or the consummation by Lessee of the transaction contempleted by, this Assignment.

Lessee is transferring to Lessor good title to the Property, free and clear of all liens and encumbrances of any kind or description and records relating to the Property are at the time of closing and will continue to be located at Lessee's premises identified on the Acceptance Certificate.

- 5. In the event any of Lessee's representations made hereunder should be false or misleading in any material respect, or in the event Lessee should breach any of its warranties or obligations under this Assignment, Lessor shall be entitled to exercise all rights and remedies available to it at law or in conity together with all of its rights and remedies under the Lease, in Lessor's discretion as if they were set forth in this Assignment, and for purposes hereof all such rights and remedies shall be incorporated herein by reference.
- 6. The prevailing party in any action to enforce this Assignment shall be entitled to costs and fees (Incheling attorneys' fees and expert witness fees) incurred in connection with such action.
- 7. Lessee and Lessor agree that this Assignment shall inure to the benefit of and shall be binding upon Lessee, Lessor and their respective successors and assigns. Any assignment by Lessor shall not require Lessee's prior written approval. Lessee shall not assign any interest in this Assignment without Lessor's prior written consent.
- 8. This Assignment is being executed in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

IN WITNESS THEREOF, the parties have each caused this Assignment to be signed by their duly authorized representatives.

Dated: December 13, 2013

LESSOR:

LESSEE:

PACIFIC WESTERN EQUIPMENT FINANCE, CIFIC WESTERN BANK

TITLE:

SECURITY AGREEMENT

This Security Agreement dated December 13, 2013 (the "Security Agreement") is made between PHYSICIANS UNITED PLAN, INC. ("Debtor"), a corporation organized in the state of Florida with its chief executive office located at 8427 Southpark Circle, Suite 500, Orlando, Florida 32819 and PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK, ("Secured Party"), with its chief executive office located at 6975 South Union Park Center, Suite 200, Cottonwood Heights, Utah 84047.

RECITALS:

WHEREAS, Secured Party and Debtor have entered into Lease Schedule No. 009 dated December 13, 2013 (the "Schedule") to Master Lease Agreement No. MEP0979 dated September 26, 2011, including any amendments thereto (collectively, the "Master Lease"). The Schedule and the Master Lease are referred to herein collectively as the "Lease";

WHEREAS, as a condition to Secured Party's execution and performance of the Lease and to secure Debtor's payment and performance of all of its obligations under the Lease, Debtor is required to provide Secured Party with a security interest in acceptable Collateral, as defined below; and

WHERRAS, Debtor is willing to grant to Secured Party, and Secured Party is willing to accept, a security interest in the Collateral in accordance with this Security Agreement;

NOW, THEREFORE, the parties agree as follows:

1. <u>Definitions</u>. All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease, or as defined below.

"Account" means that deposit account, within the meaning of Section 8-501 of the Uniform Commercial Code, identified as Account No. _________at Wells Fargo Bank, N.A. in the name of Debtor.

"Collateral" means cash and/or Certificates of Deposit, in the total amount of Ten Million and 00/100 Dollars (\$10,000,000.00) held in the above-described Account, together with all remewals thereof and all replacements, substitutions, or proceeds of any of the foregoing, and together with any and all instruments, investment property, demand accounts and general intangibles (as defined in Article 9 of the Uniform Commercial Code) related to eny of the foregoing.

Securities Intermediary: Wells Parpo Bank, N.A.

"Secured Ohligations" means all obligations, liabilities, and indebtedness which Debtor may now have or may hereafter have to Secured Party under the Lease, including any modifications, extensions and renewals thereof, all other sums, indebtedness and liabilities, due or to become due, now or hereafter at any time owed or contracted by Debtor to Secured Party under the Lease, and all costs and expenses of and incidental to collection of any of the foregoing obligations, including reasonable attorney's fees and costs.

Pledge Assignment and Security Interest. As security for the prompt, complete and unconditional
payment and performance in full of all of the Secured Obligations, Debtor hereby assigns,

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pledges, delivers and conveys the Collateral to Secured Party and Debtor hereby grants to Secured Party a first priority and sole security interest in the Collateral. Secured Party, Debtor, and the Securities Intermediary have entered into an Deposit Account Control Agreement (Access Restricted Immediately) dated Dec. 27, 2013 (the "Deposit Account Control Agreement"), to establish Secured Party's control of the Collateral.

- 3. Additional Brents of Default. An event of default herein shall include all of the Events of Default set forth in the Lesse, any default provisions set forth herein and the following events:
 - Debtor's Risk-Besed Capital (RBC) ratio falls below the minimum 200% of the Authorized Control Level (measured on a quarterly basis) as established by the NAIC Insurance Regulatory Information System or Debtor fails to provide Secured Party with the quarterly RBC calculations as required under the Schedule; or
 - ii. Debtor receives notice of or becomes subject to a state Insurance Commissioner's order requiring rehabilitation, liquidation, or any other form of direct supervision, or
 - iii. Any violation of law or governmental rule, regulation, or order relating to the execution, delivery and performance by Lessee of the Lesse, and Debtor does not ourse the violation within ten (10) days of receipt of notice from Secured Party.
- 4. <u>Application of Collateral</u>. Unless expressly set forth herein, Debtor shall not have any rights or powers as to the Collateral or any part thereof.
 - (a) If an Byent of Default occurs with respect to any Secured Obligations or any agreements relating to the Secured Obligations, then Secured Party shall have all the rights, powers and remedies as provided by the agreements relating to the Secured Obligations (including, but not limited to, the Deposit Account Control Agreement and the Lease) and Secured Party shall have all of the following rights, powers and remedies: (i) to appropriate and realize upon all or part of the Collateral; (ii) to sell or otherwise dispose of all or part of the Collateral for such price and upon such terms as Secured Party may deem appropriate, for each or credit, free of any claims, rights, title, ownership or equity of Debtor, (iii) to apply the proceeds of any such sale or disposition (net of all costs and expenses of any kind, including reasonable attorney's fees and costs, incurred in connection with said sale or disposition or the enforcement of this Security Agreement and the Secured Obligations) to the payment, in whole or part, of the Secured Obligations in such order as Secured Party, in its sole discretion, may elect; and (iv) to exercise all rights, powers and remedies of a secured party under any applicable law, including, without limitation, the Uniform Commercial Code.
 - (b) If all Secured Obligations are paid and performed in full, then Secured Party will promptly release its claims on and security interest in the Collateral.
- 5. Restrictions on Withdrawals or Transfers. Secured Party shall only give the Securities Intermediary its written consent for Debtor's withdrawal or transfer of financial assets; (i) on a quarterly basis beginning July 1, 2014; (ii) provided the Debtor is not in default under the Lease or with respect to any of the Secured Obligations; (iii) provided the remaining balance of financial assets in the Account will, after such withdrawal or transfer, equal or exceed the outstanding amount Debtor owes the Secured Party as part of the Secured Obligations which shall include rental payments and any taxes, fees, costs and late fees; and (iv) provided the Debtor has given Secured Party a written request to withdraw or transfer financial assets. After Secured Party has determined that all of the conditions stated above have been satisfied and within five (5) business days of receiving the Debtor's written request, Secured Party will give the Securitles Intermediary its written consent

for Debtor's withdrawal or transfer of financial assets. Withdrawals shall only occur after Debtor's compliance with all terms and conditions of this Security Agreement, the Lease, and Secured Party's receipt of all payments and other monies (including all outstanding taxes, fees, costs and late fees) which are due.

- 6. Renewal or Replacement of Cartificates of Deposit. Debtor hereby represents, warrants and covenants to Secured Party that it shall instruct and direct the Securities Intermediary to either (i) issue an automatic renewal of each initial Cortificate of Deposit which comprise the Collateral immediately upon its maturity and renewals of any previously renewed Cartificates of Deposit, or (ii) replace each maturing Cartificate of Deposit which comprise the Collateral with another Cartificate of Deposit on or before the maturity of such expiring Cartificate of Deposit; provided, that each such renewed or replacement Cartificate of Deposit shall; (a) be for an amount equal to the value of the expiring Cartificate of Deposit; (b) be registered in the name of Debtor, and endorsed to Securities Intermediary or registered in the name of Securities Intermediary, and (c) be subject to Secured Party's first priority and sole security interest.
- 7. Representations. Warranties and Covenants as to Collateral. So long as any Secured Obligations remain outstanding, Debtor represents, warrants and covenants that: (i) Debtor is and shall remain the sole owner of the Collateral with full rights and power to pledge and grant a security interest in it to Secured Party as set forth in this Security Agreement; (ii) the Collateral is and shall remain free and clear of any lien, encumbrance, security interest, pledge or other claim, except for Secured Party's rights and interest as set forth herein; no part of the Collateral has been withdrawn, cancelled or redeemed and there is no pending application or request to do so; and (iii) other than Debtor's assignment, pledge and conveyance to Secured Party as set forth in this Security Agreement, Debtor shall not sell, assign, transfer, pledge, withdraw, cancel, redeem or seek repayment of all or part of the Collateral.
- 8. Authorization to Securifies Intermediary and Perfection by Control. So long as any Secured Obligations remain outstanding, Debtor irrevocably authorizes and directs the Securities Intermediary, and has so authorized and directed the Securities Intermediary in the Deposit Account Control Agreement, to pay any and all sums relating to the Collateral solely to Secured Party, unless expressly set forth herein. Debtor shall cooperate with Secured Party in obtaining control with respect to the Collateral. Debtor, Secured Party, and Securities Intermediary, where the Account is maintained, have agreed in an authoriticated record that Securities Intermediary will comply with instructions originated by the Secured Party directing disposition of the funds in the Account without further consent by the Debtor. Debtor authorizes Secured Party to become Securities Intermediary's customer with respect to the Account.
- 9. <u>Disclaimer.</u> Debtor has agreed to place the Collateral with the Securities Intermediary pursuant to its own due diligence investigation of the Securities Intermediary and based on its own judgment regarding the Securities Intermediary. Secured Party has not made, and Debtor expressly waives, any representation or warranty by Secured Party, either express or implied, as to the Collateral or the Securities Intermediary.
- 10. <u>Income and Profits</u>. Debtor agrees that all income, earnings and profits with respect to the Collateral shall be reported for local, state and federal income tax purposes as attributable to Debtor and not Secured Party. Debtor hereby instructs and authorizes any person authorized to report income distributions, to issue IRS form 1999 indicating Debtor as the recipient of such income, earnings and profits.
- 11. <u>Right of Secured Party to Deal</u>. Debtor hereby grants to Secured Party full power and authority, in its uncontrolled discretion and without notice to Debtor, to deal in any manner with any agreement evidencing the Secured Obligations, including, but without limiting the generality of the foregoing, the following powers:
 - with the consent of Debtor, to modify, supplement or otherwise change the terms of any Secured Obligations, to grant any extension, renewal or any other waiver or indulgence, and to effect any release, compromise or settlement with respect to any of the Secured Obligations;

- iii. to waive or enter into any agreement of forbearance with respect to any of the Secured Obligations, or the Collateral at any time held by Secured Party, and to change the terms of any such waiver or agreement of furbearance; and
- to demand payment or accelerate the maturity of any of the Secured Obligations in accordance with the terms thereof.
- 12. No Right of Exoneration. Debtor hereby waives, releases and discharges any right of exoneration with respect to any of the Secured Obligations and also any right at law, in equity or by statute to require Secured Party to pursue or otherwise avail itself of any rights or remedies which Secured Party has or may have against any other person with respect to payment of any of the Secured Obligations, or to pursue or exhaust any of Secured Party's rights or remedies with respect to any other security or collateral at any time held by Secured Party for the payment of any of the Secured Obligations.
- 13. <u>Debtor's Rights of Reimbursement or Subrogation</u>. Debtor shall have no right of reimbursement or subrogation with respect to any of the Secured Obligations unless and until Secured Party shall have received payment in full of all of the Secured Obligations.
- 14. Notices. All notices hereunder shall be deemed to have been sufficiently given or served, for all purposes hereof, when delivered personally or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the last known address of said party. When personally delivered, any notice shall be deemed given when actually received. Any mailed notice shall be deemed given when actually received. Any mailed notice shall be deemed given when mailed. Any notice given pursuant to this paragraph shall be deemed reasonable and shall be offective regardless of whether actually received.
- 15. Indemnity and Expenses. Debtor shall indemnify Secured Party from any and all claims, losses and liabilities arising out of or resulting from this Security Agreement that are not due to the gross negligence or willful misconduct of Secured Party. Debtor shall, upon demand, pay or reimburse Secured Party, as the case may be, the amount of any and all out-of-pocket expenses, including reasonable fees (including reasonable attorneys' fees and expenses) which Secured Party may incur in connection with: (i) the administration of this Security Agreement; (ii) the custody, preservation, or the sale of, collections from, or other realization upon, the Collateral or any part thereof; (iii) the exercise or enforcement of any of the rights of Secured Party hereunder; (iv) the failure by Debtor to perform or observe any of the provisions hereof, or (v) any material misrepresentation made by Debtor in this Security Agreement or in any related agreement.
- 16. Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements (including continuations thereof and amendments thereto) that are consistent with the security interests and lieus granted by this Security Agreement.
- 17. Representations and Warranties of Debtor. Debtor hereby represents and warrants to Secured Party, as of the date of this Security Agreement, that (i) it is duly organized, validly existing and in good standing under the laws of its organization, and has the power and authority to enter into, execute and deliver this Security Agreement and to perform and carry out the terms and provisions hereof; (ii) this Security Agreement has been duly and validly authorized, executed and delivered by Debtor and is valid and legally binding upon Debtor enforceable against it in accordance with its terms, subject to bankruptoy, insolvency and other laws affecting creditors' rights generally and to general principles of equity; (iii) no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by any state, Federal or other governmental

antherity or agency or commission is required with respect to the execution or performance by Debtor of this Security Agreement; and (iv) neither the execution nor the delivery of this Security Agreement nor the transactions contemplated herein, nor compliance with the terms and conditions hereof, will contravene Debtor's organizational documents, or any provision of law, statute, rule or regulation to which Debtor is subject or any judgment, decree, order or permit applicable to it, or conflict with, or resolt in any breach of, or constitute a default under any agreement or other instrument to which Debtor is bound.

- 18. Miscellaneous. This Security Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the state of Utah with exclusive jurisdiction in Third District Court, state of Utah. This Security Agreement may not be amended, modified or supplemented except by a written document signed by Secured Party and Debtor. This Security Agreement shall inure to the benefit of Secured Party and its successors and assigns and shall be binding on Debtor and Debtor's successors and assigns; provided that Debtor may not assign or transfer any of its rights or obligations under this Security Agreement without Secured Party's prior written consent. This Security Agreement is the final, complete and entire agreement of Debtor and Secured Party with regard to the transactions contemplated hereby and there are no oral or unwritten agreements or understandings affecting this Security Agreement or any transactions contemplated hereby. This Security Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same agreement. Secured Party may assign or transfer its rights and obligations under this Security Agreement, without the consent of Debtor. In the event that any provision of this Security Agreement is found to be unenforceable in any legal proceeding, the remaining provisions shall remain in full force and effect.
- 19. <u>Jury Waiver</u>. Both parties expressly waive all rights to trial by jury in any action, proceeding or counterclaim arising out of, in connection with, or in any way related to this Security Agreement.

IN WITNESS WHEREOF, the parties executed this Security Agreement as of the date set forth above.

DEBTOR:	SECURED PARTY:
PHYSICIANS UNITED PLAN, INC.	PACIFIC WESTERN EQUIPMENT PINANCE 8 division of PACIFIC WESTERN BANK
ву:	BY: BULL HOUNGINE
TIME: fresident + CED	TITLE Vicie Prosident

Philippe Chartelmannetheringlesselderingenschie

AMENDMENT NO. I TO SECURITY AGREEMENT

Reference is made to that Scennity Agreement dated December 13, 2013 (the "Scennity Agreement") between PHYSICIANS UNITED PLANS, INC. ("Debter"), and PACIFIC WESTERN EQUIPMENT FINANCE; a division of PACIFIC WESTERN BANK ("Socared Party").

RECITALS:

WHEREAS, Secured Party as lessor and Debtor as lessee have entered into Lease Schodule No. 009 dated December 13, 2013 (the "Schedule") to Master Lease Agreement No. MEP0979 dated September 26, 2011, including any amendments thereto (collectively, the "Master Lease"). The Schodule and the Master Lease are referred to horizin collectively as the "Lease".

WHEREAS, the parties hereto agree that the Security Agreement shall be amended effective the date hereof by deleting and replacing the following sections:

Section 1. Definitions.

"Account" means that deposit account, within the meaning of Section 8-501 of the Uniform Commercial Code, identified as Account No. 8000582216 held at MB Pinancial Bank, N.A. in the name of Debtor.

"Securities totomediary": MB Financial Bank, N.A.

Soction 2. <u>Plodge. Assignment and Sociality Interest</u>. As security for the prompt, complete and unconditional payment and performance in full of all of the Secured Obligations, Dobtor hereby assigns, pledges, delivers and cenvey's the Collineral to Secured Party and Octor licreby grants to Secured Party, a first priority and sole security interest in the Collineral. Secured Party Debtor, and the Securities informediary layer entered into an Account Control Agreement dated December 27, 2013 (the "Account Control Agreement"), to establish Secured Party's control of the Collateral,

Additionally, the defined term "Deposit Account Control Agreement" shall be deleted and replaced with "Account Control Agreement" wherever it may appear.

All other terms and conditions of the Security Agreement and Lease shall remain in full force and officer without change.

Dated: December 27, 2013

DESTOR:

SECURED PARTY:

PHYSICIANS UNITED PLAN, INC. PACIFIC WESTERN EQUIPMENT FINANCE,

division of PACIFIC WESTERN BANK

BY:

TITLE: FEGGENT & CED TITLE: VICE PVESIOUNT

ACCEPTANCE CERTIFICATE TO LEASE SCHEDULE NO. 009 TO MASTER LEASE AGREEMENT NO. MESE979

Reference is made to Lease Schedule No. 009 dated December 13, 2013 (the "Schedule") between PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK ("Lesser") and PHYSICIANS UNITED PLAN, INC. ("Lesser") which incorporates by reference the terms and conditions of Master Lease Agreement No. MER0979 dated September 26, 2011, including any amendments thereto, (collectively, the "Master Lease"). The Schedule and the Master Lease are referenced herein as the "Lease". All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease.

- Property Condition: Lesses represents that the Property described in Section 4 is hereby unconditionally and irrevocably accepted as Property for all purposes under the Lesse, all on the Acceptance Date indicated in Section 3.
- Property Location: Records relating to the Property shall be maintained at 8427 Southpark Circle, Suite 508, Orlando, FL 32819.
- 3. Acceptance Date; 12/31/2013
- 4. Property: A portion of the Management Service Organization Receivables ("MSC Receivables") (risk sharing receivables, as defined in SSAP No. 84, greater than ninety (90) days in arrears in the course of collection as referenced in Lessee's Statutory Statement of Assets as "Health care and other amounts receivable"). Although Lesser retains title to the Property, Lessee shall have the right to collect and retain MSO Receivables so long as the remaining amount due to Lessee from all MSO Receivables is equal to or greater than the amount due under the Lesse. Lessor's portion of MSO Receivables is limited to \$10,000,000.00 of these MSO Receivables. The initial \$15,000,000.00 of MSO Receivables has been assigned to First National Bank of St. Louis.
- 5. Disbursements: Lessee hereby requests that Lessor disburse payment in the amount of \$10,000,000.00, covering the Total Cost of Property directly to Wells Pargo Bank, N.A. to be deposited in an account in the name of Lessee. The monies will be held as a Security Deposit as outlined in the Schedule and will be subject to Lesson's security interest and pledged by Lessee. Lessee acknowledges that the disbursement set forth above will be dame at Lessee's sole direction and Lessee hereby waives any claim of insufficient consideration under the Lesse resulting from this disbursement.

LESSER:

PHYSICIANS UNITED PLAN; BIG.

BY:

TITLE:

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AMENDMENT NO. I ŢØ ACCEPTANCE CERTIFICATE

Reference is riside to that Acceptance Conditionto relating to Lesso Schedule No. 909 dated December 13, 2013, between PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK as Lessor and PHYSICIANS UNFFED PLAN, INC. as Lesses which incorporates by reference the terms and conditions of Master Lease Agreement No. MEP0979 dated September 26, 2011, including any amendments thereto. The Acceptance Certificate, Lesse Schodule and Master Lease Agreement are referred herein collectively as the "Lesse". All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Louse.

The parties heavily agree that the Acceptance Certificate is amended affective the date honor as follows:

In Section 3, line 2, delete the phrase "Wells Pergo Bank, N.A." and replace it with "MB Financial Bank, NA".

All other terms and conditions of the Acceptance Contificate and the Lease shall remain in full force and effect without change.

Dated: December 31, 2013.

PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK

BY:

LBSSOR:

Cathy Lawrence Vice President

TITLE:

LESSEE:

PHYSICIANS UNITED PLAN, INC

BY:

TITLE: Prosident & CEO

Trading permitted?	Yes	⊠ №
Withdrawals permitted?	Yes	⊠ No

ACCOUNT CONTROL AGREEMENT

This Agreement dated as of December 27, 2013 is made among PACIFIC WESTERN EQUIPMENT FINANCE, a division of PACIFIC WESTERN BANK ("Secured Party"), PHYSICIANS UNIFED PLAN, INC. ("Debtor"), and MB FINANCIAL BANK, N.A. ("Securities Intermediary").

- RECITALS:

- A. Socurities intermediary has established securities account #8000582216 in the name of Debtor ("Account") pursuant to a customer agreement dated December 26, 2013 between Socurities intermediary and Debtor ("Customer Agreement").
- B. Debter granted Secured Party a security interest in the Account pursuant to a Security Agreement dated December 13, 2013, including any amendments thereto.

The parties agree as follows:

- The Account. Securities intermediary heroby represents and warrants to Secured Party and Debter that (a) the Account is a securities account within the meaning of Section 8-501 of the Uniform Commercial Code and has been established solely in the name of Debier as recited above, (b) Exhibit A annexed hereto is a complete and accurate statement of the Account and the financial assets carried therein and any free credit balance thereunder as of the date thereof, (c) Exhibit A does not reflect any (and none of the financial assets hereafter purchased and credited to the Account shall be) financial assets which are registered in the name of Debtor, payable to its/bis/her order, or specially endorsed to Whim/her, which have not been endorsed to Securities Intermediary or in blank, (d) the security outiflements arising out of the financial assets now or hereafter carried in the Account and such live credit balance are valid and legally binding obligations of Securities Intermediary, and (e) except for the claims and interest of Secured Party and Debtor in the Account (subject to any claim in favor of Securities intermediary permitted under Section 2), Securities intermediary has no knowledge of any claim to or interest in the Account. Securities informediary will treat all property held by it in the Account as financial assets under Article 8 of the Uniform Commercial Code. Seourhies intermediary shall have no obligation to ensure that financial assets are transferred to Securities intermediary for deposit into the Account
- 2. Liens. Securities Intermediary hereby acknowledges the security Interest granted to Secured Party by Debtor. Securities Intermediary hereby confirms that the Account is a cash account and that it will not advance any margin or other credit to Debtor therein, either directly by executing purchase orders in excess of any credit balance or money market mutual funds held in the Account, executing sell orders on securities not held in the Account or by allowing Debtor had in instruments such as options and commodities contracts that create similar obligations, nor hypothecate any securities carried in the Account. Securities Intermediary hereby confirms that the Debtor has no check writing privileges or line.

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of credit or credit card privileges under the Account and that no such privileges shall be provided Debtor under the Account as long as this Agreement is in effect. Securities Intermediary hereby waives and releases all flens, encumbrances, claims and rights of setoff it may have against the Account or any financial assat carried in the Account or any credit balance in the Account and agrees that, except for payment of its customary free and commissions pursuant to the Customer Agreement, it will not assert any such flen, security interest, encounterance claim or right against the Account or any tredit balance in the Account. Securities Intermediary coverants and agrees that it will not enter into an account control agreement with a third party with respect to the Account or otherwise agree with any third party that Securities Intermediary will comply with entitlement orders concerning the Account originated by such third party without the pair written consent of Secured Party and Debtor. Securities intermediary will endeavor in good faith to promptly notify Secured Party and Debtor. Securities against the Account or in any financial asset carried therein.

3. Control and Trading. Securities Intermediary covenants and agrees that it will comply with entitionment orders originated by an Authorized Officer of Sezured Party concoming the Account at any time without further consent by Debtor. Debtor consents to the Securities Intermediary's Agreement in the proceeding sentence that Securities Intermediary will follow all entitlement orders originated by the Secured Party without further consent of the Debtor.

Nother Debter nor Securities Intermediary may make trades of financial assets held in the Account without the prior written consent of Secured Party.

"Authorized Officer of Secured Party" shall mean Cathy Lawrence the Vice President of Secured Party, or any other Vice President or more senior officer of Secured Party.

- 4. No Withdrawals. Notwithstanding the provisions of Section 3 above, Securities Intermediary shall neither accept nor comply with any entitlement order from Debtor withdrawing any finencial assets from the Account or directing the transfer of any financial assets bold in the Account to any other account maintained at Securities Intermediary or any other entity other than Secured Party nor deliver any such financial assets to Debtor nor pay any free oredit balance or other amount owing, from Securities Intermediary to Debtor with respect to the Account without the prior written consent of Securities Party.
- 5. Duties of Securities Intermediary. Except to the extent that it permits trading or a withdrawal or payment in violation of Sections 3 or 4 or advances margin or other credit to Debtor in violation of Section 2, Securities Intermediary shall have no responsibility or liability to Becard Party for making trades of financial assets held in the Account at the direction of Debtor or Debtor's authorized representatives, including any investment adviser, or for complying with entitlement orders concerning the Account originated by Secured Party. Securities Intermediary shall have no responsibility or liability to Debtor for complying with entitlement orders concerning the Account originated by Secured Party. Securities Intermediary shall have no responsibility or liability to Debtor for complying with entitlement orders concerning the Account originated by Secured Party. Securities Intermediary shall have no Account or increases or decreases in the market value of any asset held therein. Securities Intermediary shall have no duty to investigate or make any determination as to whether Secured Party is entitled or has been authorized to give any Notice of Exclusive Control, as to whether Secured Party has provided a copy thereof to any investment adviser, or as to whether a default exists under any agreement between Debtor and Secured Party, and Securities Intermediary shall comply with a Notice of Exclusive Control even if it believes that no such default exists. This Agreement does not create any obligation or duty of Securities Intermediary other than those expressiy set forth haroin.

6. Indemnification of Securities Intermediary. Debtor hereby indemnifies and holds harmless Securities intermediary, its affiliates and their respective directors, officers, agents and employees against any and all claims, causes of action, liabilities, lawauits, demands and damages, including without limitation, any and all court costs and reasonable attorneys' fees, in any way related to or arising out of or in connection with this Agreement or any action taken or not taken pursuant hereto, except to the extent caused by Securities Intermediary's breach of its obligations bereunder.

Secured Party hereby indemnifies and holds harmless Securities Intermediary, its affiliates and their respective directors, officers, agents and employees against any and all claims, causes of solion, liabilities, lawsuits, demands and damages, including without limitation, any and all court costs and reasonable attorney's feet in any way related to or arising out of or in connection with any entitlement order originated by Secured Party under this Agreement or the failure to comply with entitlement orders issued by Debtor or any authorized representative of Debtor after receipt by Securities Intermediary of a Notice of Exclusive Control; provided, however, Secured Party shall have no liability under this paragraph to the extent any such claims, causes of action, liabilities, lawsuita, demands or damages are found by a court or arbitration panel of competent jurisdiction by final, non-appealable judgment to be the direct result of the gross negligence or withful misconduct of Securities Intermediary, its affiliates, and their respective directors, officers, agents and employees.

- 7. Duplicate Statements and Notices. Securities intermediary will send copies of all statements, confirmations, notices of claims and other correspondence concerning the Account simultaneously to each of Debtor and Secured Party at the addresses set forth below.
- 8. Tax Reporting. All items of income, gain, expense, and loss recognized in the Account shall be reported to the internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of Debtor.
- 9. Customer Agreement and Securities Intermediary's Jurisdiction. In the event of a conflict between this Agreement and any other agreement between the Securities Intermediary and the Debtor, the terms of this Agreement witi prevail. Regardless of any provision in such agreement, the state of Illinois shall be deemed to be Securities Intermediary's location for the purposes of this Agreement and the perfection and priority of Secured Party's security interest in the Account.
- 10. Termination. The rights and powers granted herein to Secured Party have been granted in order to perfect its security interest in the Account, are powers coupled with an interest and will neither be affected by the death, dissolution or bankruptey of Debtor nor by the lapse of time. The obligations of Securities Intermediary under Sections 2, 3, 4, and 5 above shall continue in effect until the security interest of Secured Party in the Account has been terminated and Secured Party has notified Securities Intermediary of such termination in writing. Upon receipt of such notice the obligations of Securities intermediary under Sections 2, 3, 4 and 5 above with respect to the operation and maintenance of the Account after the receipt of such notice shall terminate, Secured Party shall have no further right to originate entitlement orders concerning the Account, and Securities Intermediary may take such steps as Debtor may request to vest full ownership and control of Account in Debtor, including, but not limited to, transferring all of the inancial assets and credit balances in the Account to another securities account in the same of Debtor or his designee.
- 11. This Agreement. This Agreement, the schodules and exhibits hereto and the agreements and instruments required to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersecte and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations. There are no oral conditions precedent to the effectiveness of this Agreement.

- 12. Amendments. No amendment, modification or termination of this Agreement or walver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
- 13. Successors. The terms of this Agreement shall be binding upon, and shall mure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives.
- 14. Severability. If any term or provision set forth in this Agreement shall be invalid or unemforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.
- 15. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or if sem by fascimite or other electronic means and upon electronic confirmation of receipt by the recipient thereof or, if sent by certified or registered United States mail, return receipt requested, postage preprid, addressed to the party at the address set forth next to such parties' name at the heading of this Agreement, upon signed receipt. Any party may change its address for notices in the manner set forth above.
- 16. Rotes of Construction. In this Agreement, words in the singular number include the plural, and in the plural include the singular; words of the measurable gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender and the word "or" is disjunctive, but not exclusive. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit or describe the scope or intent of the provisions of this Agreement.
- 17. Choice of Law. The parties hereto agree that certain material events, occurrences and transactions relating to this Agreement bear a reasonable relationship to the state of illipois. The validity, terms, performance and enforcement of this Agreement shall be governed by those laws of the state of illinois which are applicable to agreements which are negotiated, executed, delivered and performed solely in the state of illinois.
- 18. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.
- 19. JURY WAIVER. THE FARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITICATION REGARDING THE PERFORMANCE OR EMPORCEMENT OF, OR IN ANY WAY RELATED TO, THIS ACREEMENT OR THE INDEBTEDNESS.
- 20. Uniform Commercial Code. Except as otherwise provided in this Agreement, all terms in this Agreement have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Uniform Commercial Code, as those meanings may be amended, revised or replaced from time to time. Notwithsteading the foregoing, the parties latend that the terms used herein which are defined in the Uniform Commercial Code have, at all times, the broadest and most inclusive

meanings possible. Accordingly, if the Uniform Commercial Code shall in the future be smended or haid by a court to define any term used herein more broadly or inclusively than the Uniform Commercial Code in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning. If the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Uniform Commercial Code in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement.

(the remainder of this page intentionally left blank)

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IN WITNESS WHEREOF, the parties executed this Agreement as of the date set forth above.

Addresses: 6975 Union Park Center, Suite 200 Cottonwood Heights, UF 84047 Attention: Michelle Larsen Facsimile No.: 801-556-0482	By: CALLY KAWELLE By: Viel President
8427 Southpask Circle, Suite 500 Orlando, FL. 32819 Attention: Imiaz Satteur Pacsimile No.:	PHYSICIANS UNITED PLAN, INC. By: imtlez Satiaur its: President & CEO
6111 North River Road Rosemont, IL, 60018 Attention: Facsimile No.:	MB FINANCIAL BANK, N.A. By: UST WAT BY: HS: BY: BY: BY: BY: BY: BY: BY: B

IN WITNESS WHEREOF, the parties executed this Agreement as of the date set forth above.

PACIFIC WESTERN EQUIPMENT FINANCE,
a division of PACIFIC WESTERN BANK

6975 Union Park Center, Suite 298 Cottonwood Heights, UT 84047 lits: Attention: Mich. Facsimile No.: 801-366-0482	By:
8427 Southpark Circle, Suite 500 Orlando, FL 32819 Attention: Imitae Sattaur Facsimile No.:	PHYSICIANS UNITED PLAN, INC. By: Indiaz Softeer Its: President & CEO
	mb financial bank, n.a.
6111 North River Road Rosemont, IL 60018 Attention: Pacsimile No.:	By:

Addresses:



Marquette Equipment Finance, LLC

A Subsidiary of Meridian Bank, N.A.

LESSEE: PRYSICIANS UNITED PLAN. INC.

LESSOR: MARQUETTE EQUIPMENT FINANCE, LLC

MASTER LEASE AGREEMENT NO. MEF0979

This Master Losso Agreement, regulary with its definition exhibit, Etchibit "A", astached herein and node a part face of by reference, is made on September 18, 2011 between Lesser, with its principal office at 6975 Union Park Center, Suita 200, Mikiwio, Unio 98017, and Lessee, a corporation organized in the state of Florika, with a third executive office located at 9102 South Park Center Loop, Suita 200, Critando, Fording 2018;

Copimized terms not defined brown shall have the meanings ascribed to them in Exhiba "A" or in the Schodulo.

1. LEASE

Lesur agrees to lease to Losses, and Lasses agrees to lease from Lesses the "Pempedy described in any Schedule deceased and delivered by Lesses and Lasses is connection with this Marier Lasses Agreement. Each Schedule shall incorpante by inference the terms and conditions of this Marier Lasses Agreement, and application with the Acceptance Certificate and Master Progress Presding Agreement, if applicable, that constitute a separate Lesse. IN THE EVENT OF CONFLICT BITWEEN THE PROPERTIONS OF THE SCHEDULE SHALL GOVERN.

ANY SCHEDULE, THE PROVISIONS OF THE SCHEDULE SHALL GOVERN.

2. CONDITIONS PRECEDENT.

Lessor's deligations under used Schedule are conditioned upon Lessor's receipt of and determination that the following are established to Lessor (a) item sourcines in the jurisdiction of Lessor's organization and in each jurisdiction in which the Property motion Lessor's chief security of office are located and for sourcines at the U.S. Copyright office, if applied better (b) UCC financing statements, frame fillings, real property sections, and all other fillings and proceedings, field of which Lesson authorizes Lessor to fillo), (a) a contified copy of Lepsor's organizational decomposity, and (a) conflicted organization of discontents, and (a) conflicted organizations in manbor.

con (house) Schedules under this Ainster Losse have been approved by Lesser based on (house) susceptus, agreement, naterials under other information and data relating to Labor's technical, floated, controller and for business of histography is street, and correct.

3. TERM OF LEASE.

The term of any Lease, as so all Property designated on the applicable Schedule, shall consucree as the Acceptance Date for such Property, and shall consister for an Initial Period ending that manhor of constant form the Communications Date as specified in the Schedule. Thereafter, Lease shall have those options provided in Scatton 14 of this Marter Lease Agreement.

4. RENT AND PAYMENT.

Lesses shall pay as rent for use of the Property, aggregate rentals equal to the sain of stil the Mondairy Reseate (as defined in the Schodnic) and other payments due under the Lesse for the centre limited Period (as delined in the Schednic). The Montaldy Rental shall begin on the Acceptance Date and simil be due and psychology lesses; in seveners on the first day of cash routh throughout the Initial Period. If the Acceptance Date to the first day of a cultured questre, then the first sendel psymmus shall be calculated by untiliphying the number of days from and including the Acceptance Date to the Commenscence Date by a fally mattle steps to entitled (1750) of the Mondairy Romat, and shall be due and psymbols on the Acceptance Date. Lesses shall gay all rentals to Lesses; of its estigint, at Lesser's offsees set from advorce for a shirtwise different in whiching by Lesser, or its assigns, without motion or demand. LESSEE SHALL NOT ABATE, SET OFP OR

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DEDUCT ANY AMOUNT OR DAMAGES FROM OR REDUCE ANY MONTHLY RIBITAL OR OTHER PAYMENT DUE FOR ANY REASON. THIS LEASE IS NON-CAMERLABLE FOR THE ENTIRE TERM OF THE INITIAL PERIOD AND ANY EXTERSION PERIODS.

if any rented or other payment due under any Losse chait be unjekt after its the data, Lesses will pay so demand, as a late change, but not as interest, the greater of swenty-free closes (255.00) or five process, (574) of any such unpeid amount but in no creat to exceed mandatum lauyful ullunger.

5. TAXES AND FERS.

Lesson shall pay to Lesson all toocs, fees, assessments and changes paid, payable or required to be collected by Lesson, however designated, which are fewind or based on the Monthly Rental or other payaonal due ender the Lesson, or on the possession, see, operation, fonce, rental, ande, particular other posterol or value of the Property, including without Industrian, registration and Honore fees and assessments, recepting fees, appealsa fees, state and local privilege or series trans, documentary samp teases at assessments, takes and to prove privilege or series trans, documentary samp teases at assessments, takes and to prove privilege or series trans done property taxes, and tends or charges based on good revenue, but actualistic same in demand of the payment does fatto. Lesson shall pay rill penaltics and internal resulting from its feature to the other best feet of the Lesson shall be a lesson shall be a lesson shall pay rill penaltics and internal resulting from its feature to throwly rents all tours to be expert. Lesson shall property be pay to the province of their solution of the payment of

6. USE: ALTERATIONS AND ATTACHMENTS.

(a) After Lastee receives and faspects any Property and is satisfied that the Property is satisfiance; Lessue shall excesse and delives to Lastee on Acceptance Certificate in form provided by Lessor, provided, however, last Lessor's falling an excession and deliver an Acceptance Certificate for may Property shall not affect the whichly and colleverability of the Lesso with respect to the Property. If Lessoe has signed and delivered a Measter Property Providing Agreement, Lester may, to be said discussion, at any time by written notice to Lessoe, declare all prior Artiketizations (defined in the Measter Property Providing Agreement) highest in consecution with the Measter Property Providing Agreement in the and Constitute that Acceptance Certificate for all purposes under the Losso, and the Acceptance Date of the Lesso shall be the date determined by Lessor in its sole discretion which shall not be entire then the date of the heat Authorization.

(b) Lesses shall at all three keep the Property in its sole possession and control and, if the Property includes definent (whether imbedded in the Property or and), refer in four mopying, immediate, or conveying any Software. Derivative Works or Data generated from the Software was to a third party without Lesser's prior written constant. The Property shall two be quived from the location states in the Schnolde without the prior written consists of Lesser.

(c) Lessos shall cause the Property to be intestifed, track, operated and, at the termination of the Lease, if applicable, removed (i) in secondarco with any applicable measurements are instructions; (ii) by component and dely qualified personned only; and (iii) in accordance with applicable governmental regulations.

(d) Lease o may not make alterations or academents to the Property evidence lies obtaining the written nousest of Lassey. Any such alterations or attachments duel to made at Lassey's exposes and shall not interface with the normal such autisfactory operation or maintenance of the Property. The monufacturer may



Incorporate confiniting changes or reach suspense; alterations to the Property open request of Lorsec. Unless Lessor shall observed agree in writing, all such substations and squarescent shall be onto becomes the property of Lessor upon their stitute-them to the Property of, at the option of Lorser, shall be removed by Lesson at the termination of the Lesson at the Property or Lesson at the continuous of the Lesson at the Property or Actived at Lesson's exposed to its original condition, responsible wear and less only excepted.

- (c) The Property consists rately of personal property and not finance. The Property is accused the new and is not assential to the promises or which the Property is focused. The Property is and shall remain personal property disting the term of the classe sensibilities only not any postion thereof may in any constant becomes affected, in the property or any building or improvement thereof. Losses shall not affect or intend any of the Property to any rest property in each property or to a finance or permit such to crosses. Losses shall not permit the Property or to a finance or permit such to crosses, Losses shall not permit the Property or to a finance or permit such to crosses, Losses shall not permit the Property or to a finance or permit such to crosses, Losses shall not permit the Property of the finance of the permit of the p
- chaim to the Property.

 (I) In the event the Property includes Software, the following chall apply:

 (I) Lessee shall peesest and use the Software in accordance with the terms and
 conditions of any License agreements enzyment that with the owner/weakflicenser of
 auch Software and dailt not breach the License (at Lesser) references. Lessee shall
 provide a complication of the License and Lossee (ii) Lesser) references agrees that Lossee has an assignment of the price interest and interest in the License and Software due to the partners of the price thereof and in
 an assignment of the providing predictions of the License in Cease thanking purposes;

 (iii) the due consideration for Losseor's payment of the price of the License rand
 Software and for providing the Software to License as some rate for appeared to a
 dailt rate), Lessee agrees that Losseor to lossed as not flowedles) the Software to
 Losseor (fee) accept for the original price paid by Losseor, Lossee shall at its own
 explaint motification costs, and all other costs and expenses rateing to the
 License and Software and maintain the License in other during the term of the
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 Lessee, in any englanded or other readin from Losses, or a large proposes under the lesser
 unless specifically illentified in advented typoparty for all approposes under the lesser
 unless specifically illentified in a Software in the request recorporation as a permitted
 assigned of the Software or Licensee, or any rectued of tray ownstricendorificance to
 such mortality and the affect any of Lossee's offigial for a under this Losse or any
 Software and any and the affect any of Lossee's offigial for
- (g) Lestee shall comply with all applicable have, capitalises, requirements, rules and enters, all monafacturers' instructions and warranty requirements, and with the conditions and requirements of all policies of assurance with respect to the Protonsy and the teste.
 - (b) The Property is leased solely flar communical or business purposes.

7. MAINTENANCS AND REPAIRS; RETURN OF PROPERTY.

- (a) During the condisioners of each Lease, Lease shall, at its own expense, and is accordance with all unamplication resintensess specifications and all applicable lens, (i) here the Property in good repair, condition and working, order, (ii) native all recessors selectroments, (call) marks all required parts, reconsistent, devices and servicing and (iv) not use or pertil the Property to be used for any purpose for which, in the opinion of like manufacturer and applicable, partnerment regulators, the Property is not derigned or testorably suitable. Such parts, mechanisms and devices shall immediately become a part of the Property and its derigned or testorably suitable. Such parts, mechanisms and devices shall immediately become a part of the Property for all proposes housened and this thereto shall vest in Leaser. If the manufacturer does not provide maintaneous appealing all the property.
- (b) During the conditionance of each Lease, if applicable, Leases shall, at its own appears, ever his and maintain in force a contract with the manufacturer or other qualified registerance organization restensibly satisfactury to Inter for includenance of each item of Property that requires such a contract. Such contact or to each item that contactes upon the earlier of the Australian shall contact an upon the earlier of the Australian and the Contract of the Acceptance Date. Lesses shall flaming Lessey with a copy of such consequing.

Lassor's role discretion, upon demend. Lassor may also, in its sole discretion, require Lasson to provide a copy of the service and manuscance bistory for each lass of Property showing the performance of all regular service and maintenance discord present to manufacturer recommendations and absorbing as unespained damage or failure of any system.

- description of faiture of any system.

 (e) Leases shall pay all ahipping and delivery charges and other expenses incurred in consection with the Property. Upon default, or at the explination or santier termination of tay Lease, Leases shall, at its own capture, moreoide, package, institute, prepare for abbancat and promptly intum the Property to Leases at the focation within the continuous United States designated by Lease. Before returning the Property, Leases shall provide Leases with antient of studence does, delivery data and delivery testinal. Upon such courts, the Property itself (f) be in the same operating order, repair, conclition and hepocateries as on the Acceptance Data, except for reasonable were and tear from propert use therself, with so netward, changed or dripy parts, no charged or dilay exserter, an advertising or facility in placed on the Property by Leases, and no considered the parts are formed usage. (if) for Property to Leases, and no considered the preferrance and tear from properties and the second state of the parts and the considerable of the second state of the parts and the considerable of the parts of
- (d) With regard to Software, at the expiration or surface translation of any Lease, or year domain by Lessor upon the decreament of an Event of Defaults (beautistic defined) under the Lessor, the lease that (f) course using the Software and the generated flows the use of the Software to elegation and controlled that parties from any says (f) ration to Lessor All copies, duplicates, and derivative works of the Software twistines or not introduced and reason methods which were not previously returned to Lessor (fil) provide Lessor with all thempty devices and other mode containing data and all memory devices that dister nodice containing copies of that growth the software, except as probleside such Polaria Law. Within sixty (60) days often receiving the Software and memory devices and other reduction constaining data and data expire generated from the use of the Software. Lessor-shall return the memory devices, media and say other property that, in its soft judgment, does not constitute Property under the Lesso.
- (a) Should the Property become subject to recall, Louser shall, at its solve expense, make any and all arrangements occuracy to assers that the recall is honered by very of repair, mediciation, replacement or other remothy suggested by the menufacture or designate. Louses that provide Laws with copies of any recall notices and also verifications that the recall has batch honored.
- (I) Losses shall, at less own cost and expense, cause the Property to be topt and before at all times with the identification motor series transfer therefore as specified to the applicable Scheechle with it deser toose, and office and transfer on the Property is extend search or frequency placead bearing any legality required unistings in order to protect the till of Lesser to the Property one of the region of the control to the protect the till of Lesser to the Traperty one of the rights of Lesser to the till the number of course any course in description over the saure tool the numbers have been placed thereor.

L OWNERSHIP AND INSPECTION.

(a) The Property shall at all three he she property of Lessor or its assigns, sed Lessos shall have no rigid, ride or laterat therein tweet to be one thereof subject to the stome and constitutes of the Lesso. For purposes of the Brongoing, Lesson transition to faces and of Lesson rigid, take and infrared facilities, searchly interests and encountrates to faces and of Lesson rigid, take and infrared facilities, searchly interests and encountrates. Lessor may affire for require Lesson to affire these, decells or plates to the Property indicating Lessor's covariously, and Lesson shall not permit their tunnousl or somecakenest. Lesson shall not gentile to easier of any position or outly other than Lessor or he straight to be placed on the Property as a desligation that rigid to interpreted as a close of conversing or security detrent.

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- (b) Lessre stall keep the property and lesser's interest under any lease free and clear of all liens and encumprances, except those permitted in writing by lessor
- (c) Lessor, its easigns such their agents shall have from access to the Proporty at all consensate these desing normal business hours for the purpose of impocabing the Propagat and for any other perspose contemplated in the Lesse. Lesses shall pay all imposition costs incurred by Lessor.
- (d) Leave shall immediately notify Leaver in uniting of all details concerning any dentage or loss to the Property, including militard limitation, any temage or loss straing from the alloged or apparent improper massfecture, functioning or operation of the Property.

WARRANTES.

9. WARRANTIES.

(a) Lessee authorwiseless that Lesser is not the manufacturer of the frogenty for the numbershop's spent not a durier thereby. The Property is of a size, doing, expenyly, description and theseflected states of the Lesses. Lessee is reliabled that the Property is suitable and R for its purposes. Lissee is reliabled that the Property is suitable and R for its purposes. Lissee is reliabled that the Property is suitable and R for its purposes. Lissee is reliabled that the Property and ADE AND DOIS NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOCKEE, EXPRESS OR INSTITUTE AS A TO THE PROPERTY, ACTLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO: (I) THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR PERFORMANCE OF THE PROPERTY OR QUALITY OR PREPORTATION OF THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR PERFORMANCE OF THE PROPERTY OR QUALITY OR PREPORTATION AS TO: (I) THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR PREPORTATION OF THE PROPERTY OR GUALITY OR PREPORTATION AS TO: (I) THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR PREPORTATION OF THE PROPERTY OR GUALITY OR PREPORTATION AS TO: (I) THE PROPERTY OR GUALITY OR PREPORTATION AS TO: (I) THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR MATERIAL OR WARRANTIES. If the Property of THE PROPERTY PRES OF THE RUGHTFUL CLAIM OF EXPRESSLY DESCLAIMS ALL SUCH WARRANTIES. If the Property or Subward is not proporty installed, does not function or represented or vectorised by any installed for Lesse, Lister britty existing the right to make any each distans against Lessor. Lesses rightly owner/cander/licentery by all when possible and the Lesses, Lister britty entired the right to make any each distans against Lessor. Lesses rightly on the line, perspection of material method, of the light to make any each distans against Lessor. Lesses rightly on the line, perspection of material district of licently in indicately, by the Property or the une, perspection of material method, of the line, by any indicatement intered, or the longest, and the lense of the

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, LESSOR STAIL NOT, UNDER ANY CRICIMSTANCES, BE LIABLE TO LESSES OR ANY THEIR PARTY, FOR ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREURDER, WHETEER IN AN ACTION BASED ON CONTRACT, TONT (INCLUDING NEGLIGIBLES IN AN ACTION BASED ON CONTRACT, TONT (INCLUDING NEGLIGIBLES OF STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, SYEN IS LESSOR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. OCCURRING.

It is expressly understood and agreed that each and every provision of any lease which provides for a limitation of lability. Disclaimer of warranties or exclusion of damages, is interded by the parties to be exclusion of damages, is neterable that the parties to be exclusion and it a separable from any other provision and it a separable and redependent element of risk allocation and is intended to be enforced as such.

(c) Lesses assigns to Lesses all assignable warranties on the Property, including visions limitation any warranties observed in Lesses's purchase constant, which assignment shall be effective only (i) thering the initial Period and any examples thereof; and (ii) an long so no Event of Defeuic exists.

10. NET LEASE LESSEE'S OBLIGATIONS ABSOLUTE AND UNCONDITIONAL

This is a filty not, nonconscisable lense contract which may not be terminated for any reasons every as otherwise specifically provided benefit. Lested has no right of prepayment unless agreed to be verticag between Lessor and tessor. Lessor agree that any Lesso is a "Pinance Lesso" agree that any Lesso is a "Pinance Lesso" agree that any Lesso is a "Pinance Lesso" as deficed by the Uniform Contenued Code Action 2A. Lessos shall be responsible for and shall indomnify faster against, all costs, expenses and claims of overy extent otherwester arising out of or to connection with or ratiod to the Lesso or the Property.

Lesses agrees that its obligations to pay Monthly Renaise and other obligations to be to be a consistent with the obligation to pay Monthly Renaise and other obligations to do its classe shall be inverceable, independing, shadian and inconditional and phali not be subject to any observed, reflection, recompance, offere office of the phali not be subject to any observed, reflection, recompance, offere of office of construction inferred to any observed of the phalip of the property of the property of the property to deliver the property or any part thereof to Lesses shall not referred Lesses of the obligation to pay tent or any other office of the property of the property of the property of the property of payment than to any assumement or vendor, including the delay of payment and discounts, shall not affect a lesses obligations to pay tent or my other constitutions to the property of the payment of the property of the payment of payment than the payment of the paymen

11. ASSEKTOMMENT BY LESSOR,

Lessor may assign or massife its rights and interests in the Lesso and Property to Lessor's Assignee of the centright or as secondly for found. Lessor shall only estudies solide of an ossignment or transfer if the Lessor's Monthly formed and other payments and obligations under the Lessor are required to be paid directly by Lesson to the Lessor's Assignee for it endotes party designated by lessor's Assignee, for it endotes party designated by lessor's Assignee, for its endotes are in the lessor receives such notice, Lessor shall fully comply with all instructions for aymons and profromance outliness and the profromance outliness and the profromance outliness and the control of the ASSIGNEES ASSIGNEES ASSIGNEES AND THE ASSIGNEES ASSIGNEES ASSIGNEE AND LESSOR LAMB LESSOR SHALL BY ASSIGNEE AND LESSOR ASSIGNEES A

Upon my such assignment, Lessen agrees to promptly exercise or observice assistenticans and deliber to Lester estappet certificates, minorabetgements or assignment, received and other documents requested by Lessor which echanologies the assignment, infiltration of provisions of line Lears which may be required to effect the Underwriting. Lessoe authorizes Lessor's realigns to Re UCC-! literating attackments or proceedings fillings as Lessor is its assigns of the UCC-! Lessor's assigns are unshorized to take any moscurus necessary to protect their literast in the Denoced.

Only one thereised downterpart of any Schoolsh shall be marked "Criginal", any other consuled counterparts shall be marked "Deplicate Original" or "Commangers". No excurity interest in any Schoolsh entry be counted or perfected through the transfer or presentation or control, as applicable, of any counterpart other than the document or record, as applicable, marked "Original".

12. RISK OF LOSS ON LESSER

From the earlier of the date the supplier ships the Property to Lacers or the date Lesser confining Lesser's perchase seder or content to supplier med the date the Property is returned to Lesser as provided in the Lesse, Lesses hereby securities to the first state of the content of the Lesser as provided in the Lesse, Lesses hereby securities to the first state of the content of CONTINUE IN FULL FORCE AND EFFECT.

ls the event of a Cassally to the Property (or easy part thereof) and transposition of payment from any insurance coverings instituted by Lessee, but applying full

credit themfore, Lessee shall at the option of Lessee, (a) place the Property is good repair, credition and working adder; or (b) replace the Property for any part thereof) with the property of equal to greater value, in good repair, needliften and working order and sensitive form that the support of equal to property after the Lessee whereverse such replacement property should be deemed the Property for all purposes woder the Lessee of (c) pay to Lessee that argumes owing under the Lesse as the time of the Cesselly including all lower, then and exactly or (f) pay to Lessee the total amount owing under the Catastry Lesse Value Schodish attached to the Schieble (Including all lower Catastry Lesse Value Schodish attached to the Schieble (Including all lower Catastry Lessee Value Schodish attached to the Schieble (Including all lower Catastry Lessee Value Schodish attached to taxes, focus and easts due under the Lease).

Losses shall notify Lossor within ten (10) days of the actual date of the Crasulty; Lessor will enably Losses of its election of other option (a), (b), (c) or (c), as set find above, within five (3) days of receipt of Losser's notice. Losse will then field perform the impair, purpose and a payment (as elected by Losser's within aixly (60) days of the date of the Casualty.

ES. INSURANCE

13. INSURANCE,

Lesco shall obtain and realmain for the entite throuths Lesse is in effect, at the

own exposure, the plentry insurance for Lescot and Lescot) comprehensive fibrillay
insurance and insurance against losts of atmangle to the Proporty including without
intrinsion but by fire (fredholing so-called extended coverage), tired, collicion and
and other risks of losts are to estimately thysical against on the type of Proporty
leased order any Lesse and by businesses in which Lescot is engaged, in such
automate, in such them and with such insurers as shall be multiplicity to Lestor;
provided, however, that the around of homenous against loss or duringe to the
Property as possible in the Casualty Loss Schoolde state-field to the Schoolde. Includinsurance policy will came Lesset as limited and Lesser and its additional insurance against loss of the angipiers as
additional insureds and loss paylous thereof, shall chanks orderly-liability
endorserents and shall contain a clease requiring the insurer to give Lesser and its
astigness a lena thirty God paylous prior vivilence notice of new material storetion in the
terms of such policy or of the canadisation libered. Lesses shall furnish to Lesser as
extractions of insurance or other evidence satisfactory to Lessor than each insurance
coverage is in effect, provided, however, that Lesser shall be under no deep other to
accurate the substance of or to canadisc such successor of the requirements hereof.
All insurance covering loss or design to the Propony shall contain a betack of
warrancy clears additional to Lessor.

14. LESSES OFTIONS AT END OF INITIAL PERIOD.

At the end of the initial Period of any Lessa, Lessas shall, provided at least one-handred-eighty (180) days prior rections atoms in creatived by Lessor thom Lessar who extilled used, do not of the fallending; (1) purchase the Property for a price to be determined by Lessor and Lessac, (2) extined the Lessor for twolve (12) and the control of the co

t.com shell indusually and hold t.cosor harmines from and against say and all s, throinding willions limitation negligenes, ten and strict liability), desurges, mans, sains, administrative and legal proceedings, and any and all costs and

exponers in connection therewish (including attermry fees between by Lessor and Lussor's internal costs clider to enforcing this indomity or in defending against such claims, entiting out of or in any measure connected with an neutring from the Lusar, the Fraperty, or use of the Fraperty, including, suchers livelisties the manufacture, the Fraperty, or use of the Fraperty, including, whether institution and the manufacture, aspectation, non-delivery, transportation, delivery, possession, use, appendion, non-delivery, transportation, delivery, possession, use, appendion, institutions, condition, text, roturn, instances and condition, text, roturn, instances and for demands the subject of the property to judinars relating to nearest, courgright, or unchannel institution (a) claims for injury to make an of proteins and for demands to property in judinars relating to nearest, courgright, or unchannel institution (a) claims (extend to make the Property whether or not discoverable by Lessot, (d) claims of cated is any interruptions of courson, loss of business or consequently and (d) claims (extend is any interruptions of courson, loss of business or consequently and (d) claims (extend is any interruptions of courson, loss of business or consequently in the course of the purposes of the purposes, business of the purposes, and the provisions of this paragonal and application, and the provisions of this paragonal stability to a prior thereto.

Upon request of Lessor, Lessos shall assume the tofence of all demonda, chains, or actions, trike and all proceedings against Lessor for which indemnity is provided and shall allow Lessor to participate in the defense thereof. Lessor shall be subjugated to the digita of Lessos for any matter which Lessor has assumed obligation haracarder, and may statio any teach demand, claim, or assion without Lessor's prior constant, and without projudice to Lessor's right to indomnification becomes

16. DEFAULT.

An "Ryon of Dolinsk" thall occur under my Lease IC

- Lesses this to pay any Mouthly Rents to other payment sequined Lesses when the same becomes this end psychole and such failure continues. under the Lesse when the same bee for ten (10) days after its due date;
- (b) Lesses attempts to or doos, remains, solf, assign, transfer, encomber, sublict or part with postersion of my one or more from of the Property or any interest index any Lesse, or counts, transfers, imports or conveys any Software, or any Derivative Works or Data generated by the Property use, if applicable, except as otherwisely permitted horizo, or partities a glogmost or other claim to become a lice upon any or all of Lesses's relates or spon the Property.
- (c) Lasson fields to immediately (within ten (10) strys) untily Losson of any age, or destruction to the Property;
- (d) any iosa, damage, or descretion to the Property occurs and Lesuce links to thatly repair, replace or make payment as required in Section 12 herein;
- (e) Largoe partific any liosa of Property to became subject to any kery, settere, attachment, essignment or exception; or Lessoe obsorbing any heart of
- (f) Lester or any guaranter, thile to observe or perform any of the convention and obligations required to be observed or performed under the Lease or guaranty and such fitters conditions uncomed for ten (19) days after accurrence thereof, except that the len (10) day come period shall not apply sood as Events of Desbuit shall occur immediately upon Lorres's failure to maintain insernac
- ig) Lesses or any governmen, brisiches only of his representations or usuantion mode under any Lesse or guardost, or if any such concentiations or committee are faire or mislocating or become futer or mislocating in any material
- (h) Leren or any guaranter, shall (i) be adjustment beolvent or a bankappi, or come, be unable, or ratest it is bability, to pay its diver as they meture, or rates a general assignment for the benefit of craditors or enter these only composition or armingenical with craditions; (ii) paphy for or commit to the appointment of a receiver, trustee or liquidator of it or of a substential part of its grouperty, or authority and application or consent, or proceedings eaching such appointment shall be instituted against it welcome such authorities of createst or opplication and shall continue authorities of welcome such authorities of fice a voluntury petition in that theretary or perfect for the position of lines bankruptey or programment.

REFERENCE AND PREMIS

readjustment of dels, insofrency, dissolution, moraforium or other similar taxe of any juradiction, or authorium anch application or consent; or proceedings to anch and shall be insuland against 8 without such insulandassion, application or consent and such perceating inguised against it shall continue undiamissed for a period of stay

- (i) Lesses or any guerantor shall suffer a meterial advecte change in its distinct condition after the date heterof as determined by Lessor pursuant to its credit territor pality and protocolors, or these shall became a instantial change in ovenerable of the outstanding stock of Lesses or a substantial change in count of its
- (f) Lesses is in definit under any Lence, or agreement executed with Lesses; or Lesses that to sign or otherwise authoritests and deliver to Lesses for decreased or record requested by Lesses in connection with any Lesse descened with Lesses; or Lesses fails to do any thing determined by Lesses to be necessary or desirable to efficients the transaction contemplated by any Lesses to be necessary or desirable to efficients the transaction contemplated by any Lesses needed with Lesses; or Lesses fields to provide franceal strength; or Lesses fails to provide franceal strength; or Lesses fails to provide franceal strengths or any agreement university any peaces or entity other than Lesses which obligation or agreement arises elementately about any peaces.
- (ii) for Property that includes Software, J. escoc becomes any License, maintenance or other approach for Software, or Lusson fifth in pay when due all servicing four, maintenance flow, execute four, update and ingrede seeks, modification costs, and all wither costs and expenses redding to the License and Software and filts to maintain the Clouse in effect during the term of the Lusse, criff Lusses fails to return at Lusse fails to return at Lusse fails or estant at Lusse fails or applicable pay Software, Drainifed Works, or Data in provided in Scelina 7(a) of this Master Lusso Agreement.
- Leave fails to promptly execute or otherwise atthemices and deliver to Lessor or its essigns any document or record, as applicable, required under the terms of this Maxier Leave Agreewast;
- (m) Lesses or any gustamer shall three lerminated or changed its exchange as a legal certify, consolitated with, merged into, or conveyed or leased automatically all of like sentite to any person or entity, univers. (i) such persons or only occasion and delivers to Lessor as agreement, automatically in forms and automatic in Lessor, in its sole discretion, consoliting such person's or entity's effective assimption, and its sole discretion, consolitation to the comply with and otherwise to highly for a date and puncticul aments, all of Lossor's obligations latently previously action, or then or thereafter mixing, under the Lesso, logstforw with any and all documents, genoments, instruments, considerate, apindens and fillings requested by Lessor [10] Lessor is partialled as to the contineed hinest of such person's or entity's conformment to other standard oriental them used by Lessor for each purposer, and (iii) Lessor is a standard oriental them used by Lessor for each purposer, and (iii) Lessor is a standard oriental them used by Lessor for each purposer, and (iii) Lessor is the string.
- (ii) Losser in good fishs believes the Property to be in deeper of mirror, abuse or confinential or to be in any other way threstered, or believes in good fishs for any other masses that the prespect of payment or performance has become imposed, or if the some stars only restorm, makes any representation, or fishs to do say thing respected by Losses, at any time before or after the execution of this Master Losse Agreement, the second of which causes Losse in good faith, the believes that property of Lossen's payment or performance under the Losse is impaired, or otherwise business Losser to feel insecure in funding or continuing to fund the Losses of the control of the con
- (e) for Property that includes Software, Lacenc criters tyle, respectively, reserve or circus any expressions or arrangement with the Software Vendor for Software or arrivers described in any Lacen William Lossof's prior content.

Upon his occurrence of any levent of Definit and at any time threafter, Lesser may, with or without giving varies to Lessee and with or without canceling the Lesse, elect any one or more of see following:

(a) enforce this Master Lanse Agreement according to its terms;

- (b) advecta funds on Lasco's behalf to cure the livery of Default, whereupon Lasco shall immediately reimbused Lessor theories, together with inte charges accreed therefor.
 - (c) reflect to deliver the Property to Lassen;
- (d) upon notice to Lesson, reliese to find stry schedule(s) pursuant to the
- (a) upon notice to Lorsee, expect this Minter Laure Agreement and any or all Schnetzles executed pursuant timeter.
 - (f) require additional cultatent to secure the Lorse:
- (2) If Lessor determines, in its sole discordion, not to take possession of the Property, Lessor shall continue to be the owner of the Property and may, but its use obligated to, discose of the Property by sale as otherwise, all of which determinations may be made by Lesson in its role discretion and in its own account;
- (h) secretario all obligations due and payable under any Lesse and decises iransolately due sed payable all amounts due or to become due becomed for the fall term of the Lasts or Lesses (including any randows or parchase options which Lesses has contracted to pay);
- (i) whith or without terrainating the Lease, and without whiving its right become to exposure, meaver, or self the Property, recover the Casuarty Leas Value of the Property Popular whit all accurate his unpud into changer, interest, stores, peculiars, and any self of other states the out white the other in Schoolste as of the total payment date immendately proceeding the date of default.
- (i) without solide to Lessee, reposses the Property whetever flowed, which or without taged process, and for this purpose Lessee grants to Lessee and extractions are segment to seem and or the control or supposed Lessee or may agent of Lessee, without fielding for not Lessee or may agent of Lessee, without fielding for not lessed or may agent of Lessee, without fielding for not lessed here demanded occasioned by such repossession being hereby expressly maked by Lessee, and convocable Property individed by Lessee, and the Property and make it available to Lessee it a place to be designated by Lessee, all at Lessee's expense.
- (k) is its sale discretion, sait, re-base or atterwise dispose of any or all of (b) is its sole discretion, unit, no-base or otherwise dispose of any or all of the Property socuring such Lease, whether or not is Leaser's postession, in a commercially reasonable meason of public or private sale with notice to Leaser (the parties agreeing that are full) days' prior written collect shall considere adoquate notice of such sale), and apply the me percently of such disposition, after indicating all costs incurred by Leaser in emmercials, or proposed to resign or orbitations of Leases homeomed by Leaser in emmercials, or proposed to resign our or till of the Property to full or parties estimateries, as the case may be, with Leaser remaining little for any deficiency. The only, parties, or other disposition only, as Leaser's about poping, he conducted at Leaser's purposes. Leaser may all is sufficiency. The only is present the local of a harpain and not are a partiely as windowl talescent clausers. Parties of a harpain and not as a partiely as windowl tested to lease of Demission.
- (1) Il Lassen broaches any of its obligations under Section 7(d) of this bisact Lasse Agranuses with regard to Software, Lasses shall be liable to Lasses for additional demages in an amount signal to the original price guide by Lasses for the Software, and in addition, at Lasses's option, Lasses chall be cuitaled to lightesting
- (m) exercise any other right or terredy which may be available to it under the Uniform Communical Code or any inter applicable few.
- a cancellation incremotor shall occur only upon notice by Lossey and only as to such leaves of Property as Lesser specifically elects to caucal and this Leave shall continue in full force and effect as to the remaining beaut, if any:
- (c) (f) by notice to Lesses, declare any liverse agreement with respect to Software combined, in which owell the right and liverse of Lesses to use the Software shall intendinctly terminate, and Lesses that thereupon cases all used the Software one terturn all capies fairent to Lesses on ordelinal timeser. (fil) have secons to add disable the Software by any means described sources (fil) have secons to add disable the Software by any means described sources by Lesses, for which purposes Lesses lastly contently concents to such decreased dispositioning, promises to take the soften for would prevent or interfere with Lesses's ability to perform such such as the soften for the soften such as action from well and relevant and releases any and all colours that it has a soften for the soften such that the soften such that the soften such that it is the soften such that the soften such that it is the soften such that the soften such that it is the soften such (i) by police to Lesson, declare any license agreement with respect to

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snight oftenvise have for any and all lasses, damages, expenses, as also destinant that is neight suffer as a result of such access and disablement and (iii) Lesses agrees that the destinant which Lesses will suffer as a result of a branch by Lesses of the obligations contained in the Lesse cannot be adequately compensated by contents of any tendency damages, and therefrom Lesses shall be entitled to Injunctive and other coulable to make to underso the provisions of this postagents in the Lisses Analous That Lesses Santal Have no Dutty To Anticatte Lesses's Damages and Lesses and Lesses and Lesses are provided to the coulable to the provisions of this postage in the Lesses and Lesses and Lesses and Lesses are the software provided the santal support of the coulable to the provisions of the provision of the prov

- (b) Wils respect to any exercise by Lesson in right to recover and/or dispose of my Property securing Lessace's obligations under any Schedule. Lessac uples outsides and agence as follower (f) Lesson thall have no obligation, subject to the repairments of commissional reasonableness, to clean-up or adverving propert the Property for disposition (fi) Lesson range with my applicable State or Federal have requirements in connection with any disposition of such Property, and any solitons after in commodition that had not be deemed to have observable affected the constitution of instances in the constitution of such Property. (fii) Lesson may practificually discision my warrangles of title or the like with reapost to the despotation of the Property. (fiv) if Lesson purchases any of the Property. (fiv) if Lesson purchases only of the Property. (fiv) if Lesson purchases only of the Property. Lesson may pay for the same by conditing somm or all of Lesson's obligations homework made any Schedule and (h) no right or remady referred to in this Section is intended to be constantly, the such shall be considered and shall be in addition to any other remade any information as above or conservable a variable as farm or in equity, and may be exercised companying or appearably from these to lines.
- (q) With regard to Sakware, Lastes shall do the or more of the failureing anices otherwise directed by Lessen (l) delete, from his systems and the systems of related companies, satisfaces, boostlearies, and successor-in-internal, if any feecest population are particularly all software their installed and all Derivative Works and Data generated from this two of the Software (ii) return to Lesson, if requested by Lesson, or otherwise desiroy and provide a swam satisface in the case of the Software with the of such described including a twent satisface or despication of the Software which were not proviously returned to Lesson and (v) coefficients of the Software which were not proviously returned to Lesson and (v) coefficients of the Software allegation. Upon its receipt from Lesson, Lesson shall be responsible to return the Software allegation.

Lessor may exercise say and all rights and consider available of low or in equity, beduding those evaliable under the Unificen Conserved Code. The rights and canadias afforted Lessor betweender shall not be decimed to be exclusive, but and concolor efforted Lisson foreupder shall not be decenced to be michasive, but shall be in seldout to any right or remody becausior shall not operate as a wafere of reach tight or cancely, and Laspor's variver of any defluid shall not operate as a wafere of any subsequent or other default. Lasers may accept that polyments or partial payments of amounts due tracer the Loses and may delay enforcing any of Lassor's rights or remodels referented without losing or variving any of Lassor's rights or controlles under the Loses. Except as expressly provided in this Master Lose Agreement, Lesson wafers any notice of Lassor's intention to societars, undee of neederation, police of non paymons, presentment, centee of dishoner, or any other notice.

In connection with Lewor's exercise of any or oil of the above-liqued recordies, Lesson shall be causited to recover from the Lesson shi feet, costs and exposure internal by Lexuser in: (i) the repossession, recovery, stemage, upper, sate, nearlies, the content of the reposted shall often pre-judgement and post-judgement understoom related earliests along by Lesson (iii) may notion taken by post-judgement understoom related earliests along by Lesson (iii) may notions taken by passants, and (iv) the translation or distributed to Software. Costs and conceases the decided without infention, reasonable sationary fres and costs and Lesson's necessarial between the costs incomed in connection thereofith or above she decided without infention, reasonable sationary fres and costs and Lesson's from Lesson's or any potentiary's deficult, and may indensity if then determinable, plus sharest on all of the above and paid (before and after judgement) at the testor of the rate of eighteen present (15%) are assumed to the highest state permitted by faw.

II. LESSEE'S REPRESENTATIONS AND WARRANTIES.

Lesses represents and warrpals, on a continuing basis, or follows:

(d) If Easter is a perponence, that it is duly organized and validly extends in good modifies under the laws of the finishiction of its incorporation, that it into qualified to do business in each jurisdiction where any Property is, or is to be

located, and has full comparate power and authority to hold property under tonan and to moter this and perform its obligations under any Lexic that the exacution, defivery moter fitted may perform its obligations under any Lexic; that the exacution, defivery moter futures by Lussics and Lexic an

- (b) If Losses is a finited finishing consisting, it is dely organized and validity admiting in good smooting moder the large of the particulation of its organization, that it is day qualified to do bestiness in such justification where any Property is, or is to be found in the large of t
- (c) If Lesson is a partnership, that it is diely organized by written personally agreement and validity existing its accordance with the laws of the interfection of its organization, that it is duty qualified to do business in separation when the Property is, or jet us to located, and has full planue and nationity to hold property in order seens and to exist and partial its obligations under any Lesson that we descend the feetings and performance by Losson of any Lesson has been duty authorized by off necessary section on the part of the Lesson, and in not incussive, when the performance is procured protections to the partnership approximent are other governing, busymments and original confirmed of the performance with deliver to Lesson certified copies of its perturbation granuments and other governing instruments and original certification of principes said sibre instruments desmod mocassary or decimble by Lesson. To the exceet required by applicable law, Lesson bay filed and published its fletifices business many
- (6) The execution, delivery and performance by Leaves of my Leave, does not violate my law at governmental rule, regulating, or order applicable to Leaves, does not and will not conserved my provision, or constitute a default under any hardness, conseque, constant, or either instrument to which it is bound and, appa-accountes and delivery of each Loase, will constitute a legal, valid and binding agreement of Leaves, enthroughle in accordance with his name;
- (e) He union, including any permits or consents, in respect of or by any state, federal or other governmental authority or agency is required with respect to the execution, dedicary and performance by Lesses of any Lesses.
- (i) Lease's (i) full and court legal name, (ii) state of organization and (iii) correct and current chief executive office are as fixed in the bending or introductory paragraph of this Lease; Lease is a lagel until or organization dely organized, validly existing and in good standing under the laws of the state of its organization listed in the lending or introductory paragraphs of this Lease.
- (a) At all times prior to and divergibous the serm of a Leasu, Lossee or any generator, and the officers, discusor, shareholders, paramers, members or associates, and any other discer or indirect holder of any acquisy interest in Leasee or any gourantor. (f) shall not be a Prohibited Person as defined under U.S. Protécontal Exceptive Order #12224 and the Parities Act; and (f) shall be in this compliance with all applicable orders, gives, regulations and convenienciations promolegised under or in connection with Exceptive Order #12224 and the Parities Act.

19. LESSEE'S WATVERS

To the extent permitted by applicable law, Lesses brody waiven any ond all rights and remodies conferred upon a Lesses by Sections 70A-2A-502 inmash 70A-2A-522 of the Unit United to Lesses (ii) republic the Lesses (iii) republic to the Property (iv) revoke desingues form Lesses for any branches of reproperty in Lesses's possession or control for any respect (ivi) deduct all or early part of any claimed demages resulting from Lesses's default, if may, under the Lesses (ivi) cover by making any protection or control for any respect, (ivi) deduct all or early part of any claimed demages resulting from Lesses's default, if recover any grateral, opecial, included or conscioustif demages, for any respect (iv) recover any grateral, opecial, included or conscioustif demages, for any respect perfect and (iv) commence legal section against Lesser for specific performance, replayindulum, sequent sellon, abstracted by streams or otherwise which may require Lesser (ip) the claims of the excess permitted by spitched have, Lesses and so heavy orders any rights now or hereafter conferred by streams or otherwise which may require Lesser to sell, losses are otherwise use any Property in miligation of Lesses's Demages as any

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fand in Sandar 17 hereaf or which may otherwise limit or modily my of Lessor's rights or remedies in that exciton.

20. CENTRAL

- (a) Easier Agreement. Each Schedule shall incorporate the terms and conditions of this Master Large Agreement and shall constitute a sequent Large. Programment and shall constitute a sequent Large. Programment and shall constitute a sequent Large. Together with the acceptance certificate and braster programs funding agreement land authorizations. Therefore, if applicable, and any amendments to any of the programment occuments, stall supersede all prior communications, refresementations, agreements, and didensities of the lightest constitutes. Communications and the large and constitutes the entire underestanding and adressment extremely and lesses with regarded the entire entire underestanding and agreement between the lessor and lesses with regard to the subject water hereof and there are the independent of the subject and the correction of the subject with the artist entire indirection of the subject with regard the subject with the subject with the subject and there is no independent of the subject with regard and the subject with the subject with the subject and the subject with the subject
- (b) Time is of the listence: Provisions Severable. Time is of the exemon white respect to any Lease. The provisions contained its any segments that be deemed to be independent and severable. The invalidity or patiels invalidity of easy one provision or portion of the Lease under the taws of any jurisdiction shall not affect, the validity or calibrates for of any other provisions of the Lease. The expiriors and headings are forth herein are for convenience of reference only and shall not define or limit any of the terms increal.
- (c) Notices. Notices or densents required to be given increin shall be in-writing and addressed to the other party at the address herein or such other address provided by writen soulce between two light the effective (2) upon the most business day if sout by guaranteed eversight copiess service (such as Verland Express), (ii) on the same day if personally delivered; or (iii) three days after maiting if sout by certified or registered U.S. mail, possage propaid.
- (d) Govering Law, Weiner of Their by Jay. This Lease (as defended in the Govering Law, Weiner of Their by Jay. This Lease (as defended in the Governor in the Locality and Accordance with the Laws of the state of Utar, including all malters of Construction, valuaty and performancis. The practice agree to submit to the exclusive presence of the fraction of the exclusive presence of the practice agree to submit to the exclusive presence of the exclusive presence of the exclusive presence of the exclusive presence of the exclusive hardened of the expercit of the exclusive fraction of the expercit of the exclusive in the state of utar expercit of the expert of the expercit of the exp
- Blading Effect Sarvivability. The provisions of each Lone shall have be benefit of and dealt held Learner and Learners and court learner state court to benefit of and dealt held Learner and Learners and their respective permitted assors and surgers. All representations, worners are overlained and indemnities cased medic or ageoded to in the Learner or in any contributed editional desiring increasing the second and to the l Longo for any season.
- (f) Acceptance Certificate. If Lesson falls to sign and deliver an Acceptance Certificate, then except as otherwise provided in Section (its) hereof, the Acceptance Date simil by a date observation by Lessor which shall be no sooner than the date Lessor precious substantially all of the Proporty.
- (g) Financial Septements, Lesses shall provide to Lussor a copy of its space and sed September within investigations and its first year and fail a say of a quantity consulted linearing statements within forty-fire (45) days. This we shall all each fiscal quantity.

- (h) Security Interest. The parties administed and agree that this is entered and this to the leased Property for Leaser's instead in the Departy if the Property is Goldmann is resulted in the Leaser. In the corner a count of comparent jurisdiction or other governing authority simil determine that the Lease is not a "true base" but that the Lease is industried at security or that Lease for the science look has the Lease is industried at security or that Lease for the science look and had been and the description of the property, the following simil apply:
- nos hold legal little to et is not the overse of the Property, the following shall apply:

 (1) Efficuency the unconsistent deate of the Lesse, Lusten, an ethical, grants a scentily interest to Lesson, a secured party, is the Property of Lesson-interest in the Property if the Property is Softwared, including her not limited as designment and other personal property, general interegistics, and if fortuned are Property. Software search interests and other rights to one the Eoritume (wholies the Software is contected or anterwise), and accessions thereto, and any Software searchests, constantiance, and all rights and other interest, and properties and any of the foregoing, as second at dates and chipsalones of Lesson definition, reliands, traited, constituence, and all rights and orbigations of Lesson definition, and the foregoing, as second at dates and chipsalons of Lesson darks any Lesson of other agramment with Lesson. The Lesson shall be described to be a sounting responsible to the agramment with Lesson. The Lesson shall be described to be a sounting responsible to the agramment while Lesson and duties and orbigations of Lesson and any Lesson or other agramment with Lesson. With regard to any accuracy interest created ferentwick in any of the Property, Lesson conspects and agrees that Lesson thall have all of the rights, privileges and amounted so if a sounted purey under far that Uniform Conserction Code.
- (2) Lessee attributions Lessor in file financing statements and any cream's describing the Property and to take any and all estimat accessary to perfect Lessor's lettered in the Property. Lessee agrees to exceed any further documents, and to take any further access, reconsistly required by Lesser to evidence or perfect like security inverse granted under this subpact of the Lesse, to melinain the first printing of the accurity inverse, are to effective to the right graited to Lessor inder this subpart of the Lesse. Lesses which not file any correction or tensination statement with respect to early UCC (financing statement recorded by or for the broadth of Lessor with respect to any UCC (financing statement recorded by or for the broadth of Lessor with respect to the Property without Lesser's prior volume consent.
- 4) Change in Lesson's Name, Address and Jurisdistine. Lesson shall not change its zone, chief occurative office address, or jurisdiction of organization from that so Goth above, inited it shall have given Lesson or in sentings to been thirty [30] days prior written notice.
- (i) Coverson of Quiet Possession. Lessor agrees that as lette to no Event of Delbuit has occurred and is continuing, Lessoe that he cattled to quietly passess the Property subject to and fir accordance with the some and conditions of this
- (k) Lessor's Right to Perform for Lesson. If Lesson this to pirform or comply with any of its agreement contained hemin, Lessor may perform or comply with such agreements and the amount of any payments and expenses of Lessor insured is connection with such performance or compligate infecting attempt found, negative with interest thorough at the force of the pase of algitists percent (1894) for amount, or its highest these permitted by law shall be decored additional rest payable by Lesson upon damand.
- psychic by Lessee upon demand.

 (f) Further Assumances: Financing Statements: Lussee will cooperate with Lesser in protecting Lesser's inducests in the Propenty, the Lesse and the association for other authentication, and eletivery of Uniform Commercial Code suscensis, towards and Phiaga, ment and experient registration documents with mapor to proprietary Software (if applicable), and other documents requested by Lesser. Lussee will properly the property of the second, or otherwise authenticate, and editor to Lesser staff further documents, informants, saturances and other records, and also soft further edited to be a function and property are increased in these presents of the locate and to establish and protect the rights and remediate enasted or incuded to be created in there of Lesser protects the further filings, are property wefrest, and all other things and recordings, as may be doesned necessary by Lesser. Lesses hereby autherties lesser to file UCC-1 filing-charge of editing the filing and recordings, as may be doesned necessary by Lesser. Lesses hereby autherties lessed to the filing and the staff of the property wefered, and all other themselves and of editing the filing and the staff of the property and Lesse, including videous themselves assembles and of other similar states or charges excluded and of out of UCC or other stem canades and of otherwise and filing any full or partial third-party releases to the staff of the partial third-party releases to the staff of the partial third-party releases to the partial third-party releases to the staff of the partial third-party releases to the staff of the partial third-party releases to the staff of the partial third-party releases to the partial third party releases to the partial third-party releases to the partial third party rele

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noncessary or advisable to have a sententiant of the Interest of Lossor in the Property moded on any certificate of this robeting to the Property and will deposit said certificate with Leason Leason with execute, or estimates authoritizate, and cellison to Leason Leason and written existences and take such further action on Leason may request to more fully carry out the implementation effectuated or constitutation and perfection of the Leason and any rights of Leason theoremselve. Leason grants to Leason of the Leason and any rights of Leason theoremselve. Leason grants to Leason accountly interest in all deposits and other property immediated or plotted to Leason to socure this payment and performance of all of Leason ander, the Leason Leason is authorized to lake any measures accessivy to process in statement in the Property.

In the event the Property is in the prosecution of a third party, Louve will join with Louver in notifying the whirt party of Lesson's inverest in the Property and obsaining an exhaust-dependent from the third party that the third party is holding the Property for the benefit of Lesson.

- (in) Four one Casse. Lanco shall reinforces for all incontents are externed automay fees and additional charges, boats and coptonies incurred by fursor. (i) in review or proportion of any revisions required by Lanco to Lesson's standard lesses documentation, applied professional documentation, applied to the lancopton of the Lesse. (ii) in review or proportions of documentation or legal research which occurs during the term of the Lesse; (iii) in delayony, administration, industry, administration, annothment and enforcement of the Lesse or the collections of any rest or observations and enforcement of the Lesse or the collections of any rest or observations are under the Lesse, in any invasion of or other instrumentation proceeding, to which the Lesse gives rise, brought by either party, the provailing proceeding, Lesses shall pay decumentation for outs because it at 10% of the final Property cost, but not greater than \$300.00 for each Schedule.
- (a) Amondoneni and Modification. The Lease may not be amondoid or smodified except by a twitten amondonent aigned by a duty anthorized representative of each purely, but no seed antardance, or modification trends further consideration to be brinding. My which teaching the foregoing, Leases atthorizes Leason to amond any Scheckels to listenify more accomingly the Property (functioning, without functioning, supplying testal numbers or other identifying data), and such amendagent shall be fooling on Leason and Leason salter Leases objects thereto in writing within ten (10) days after receiving notice of its ancombons from Leason.
- (c) Joins and Soveral Liebilly. In the event two or more penies descent this Master Lease Agreement as Lesson, each party shall be jointly and severally.

liable for all Lesses representations, warrantes, and obligations (including whiteen Indiation, payment obligations) under this biseast Lesse Agreement or trader any Schoolist or other document executed in connection between the many inspectionalism, agreements, or octions by one Lesses shall be binding on all other Lesses.

- (p) Unsuchorized Distribution of Lease Documents Prohibited. Leases agrees that it will not, through any of its regions or awaiting, craims any document, or any partice of any document, experienced, are otherwise full into the passociation of anyone are completed by Leases on a full through basis, without the written consent of Leases. Leases further acknowledges that any such supported delivery or disremination confid causes Leases to suffer imperable becomes from.
- (q) Counterplace; Cimitel Paper, This Leane step be executed in any number of counterplace and by different periods hereto or directs on sequence consistents; each of which, when to executed or situativities surfacetioned and effected, which be no original, but all mode counterplace that Regulare counters of but one and the same instrument, provided, however, that to the octean due this Leane and/or the decedured; weather, provided, however, that to the octean due this Leane and/or the decedured; weather constitute entant paper, as tends tom is defined in the Uniform Communical Code as in effect to any applicable jurisdistion, its security instead brook or therein may be created or purposed shough the intensifer or possession of this Leane in seed of freely without the transfer or possession or only on original consumer of much Scheduled; identified as the december as recent (as applicable, or december "Criginal", and all other counterpart shell be marked "Deplicate Original" or "Counterpart".

21. ASSIGNMENT BY LESSEE.

LESSEE MAY NOT ASSEM ANY LEASE OF ANY OF ITS RIGHTS HEREUNIZER OF SUBLEASE THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. NO FERMITED ASSEMBLY OR SUBLEASE SHALL RELEEVE LESSEE OF ANY OF ITS OBLIGATIONS HEREUNDER.

Subject to the terms of this Louis, this Louis and each Schedule buse in the benefit of, and are birding upon, the accessors on audient of Leuise, and, without limiting the tengeling, shall bird all persons the decemb bound as a "new defenor" for defined in the Uniform Commercial Code) to this Leuise and any Schedule.

By their signatures below, Lessor and Lessor agrees to be bound by Al of the provisions in this division Louge Agreement, wholiver each page of this agreement is imitalent or not, and by the definitions listed on tickliki "A" assected hereto.

LESSOR:		LESSEE:	
MARQUI	ette equipment finance, LLC	PHYSICIANS UNITED PLAN, INC.	
BY:		BY: T. paril Koll	fre
TITLE:	Cathy Lawrenco Vice President	TITLE: WE	***************************************

D

par ilizotak franc

EXHIBIT "A"

TO MASTER LEASE AGREEMENT NO.M EP0979

DIFINITIONS

Goods and other preparty, Software, Decivative Works and Date (whether embedded thereta or otherwise), agrency with all modifications, customizations, coherencements, relationships, constructions, additions, repairs, accessions and excessoring, incorporated therein audior affixed themse, related warranter, relater, thousand and removing, teatherwared, freight, histolistica corrections constant all other variant count described to any Softedula cracested and delivered by Lessor and Lessoo in connection with this Maxies Lesso Agraement.

Any Lease Schoolule to be executed and delivered by Lusser and Leases in connection with this Market Lease Agreement, which Schoolule describes data applicable to the Schoolule.

"Accessence Confidence"

Any acceptance exhibitions, parties or timil, signed by the Lassen in commission with a Schedule and this descer Lease

"Mesler Progress Puncking Agreement"

An agreement under which (i) Lesses agreets items of Property by signing so Authorization, (ii) Lesses agrees to provide charges, all prior to the Acceptance Date of the Schedule,

A Schooluse, histoporating the terrate of this Messer Lesso Agreement, together with the related bisece Progress Positing Agreement, if any, Cantally Less Schoolule, Acceptance Corriflente, UCC firencing statements and all other supporting demonstration related therein.

"Acceptance Date"

listers as otherwise provided in Section 6(b) of the Mester Lente Agreement, Acceptance Date means, as in the Property designated on any Schoolists, tist date Lessee necesses the Property as set forth in any Acceptance Certificate signed by the Lessee which is receptable to Lessee.

"Commonstation Date"

As to the Property designated on any Schodule, where the Acceptance Date for such Schodule falls on the first day of a salkular quarter, that date, and, is any other exerce, the first day of the calcular quarter following the calcular reserves in which such Acceptance Date falls.

Software theses any compour progress, whether or not embedded in groods, including storage saidler attency systems where the software is kept unless appetited otherwise. In a Schedule, and any supporting information provided in connection with this lossest Learn Agreement and/or any Schedule relating to the program, belieding all documentation, inter versions, updates, upparter and medications.

"Capitation Works"

A work, besed upon the physical modification of the Software source code, which uses, unchilds, notices or changes the Software program in any way to create a new or customized program or translates the Software program into another computer integrage.

"Daig"

A representation of facts, coecops, or instructions in a formalized manner suitable for communication, interpretation, or processing, including representations such as characters or scaling quantities to which meaning is or might be parligned.

License entered into with the averant entertile casor of the Salinara.

"Recestification"

The process of obtaining staleaconomy confliction of qualification losters which are processory for the manufacturer to accept the Property sofer contract maintenance as its tion sendent rates.

"Lossof's Assigned"

An easily to which Lessor has assigned or transferred its rights and increase in the Lause or Property, either controlly, controlls or an executity for any loss to Lessor.

"Underwriting"

Lesson's ensignment or transfer of its rights and interests to the Lause and Property to Lesson's Assigned.

"Casualty Lass Sichedule"

Schools of Conveys Loss Volum relation to a specific Schools under this Master Lesso Appearance

"Software Vendor"

"Lesson's Damager"

The person (whether an entity or individual) who arenes under distributes Software to the Laster. Consisty Lose Value together with costs, expenses, attentions fees, interest, and any determinated interestly oned by

拉尔凯尔斯斯 斯斯特斯

Stefamouth 26 of March 31, 2014 of the PHYSICIANS UNITED PLAN, INC.

ASSETS

		• •	A		
			Corrent Statement Date 2	3	4
			Nonadmilled	Net Admitted Assets	Prior Year Net
-	**************************************	Assais	Assets	(Gols. 1 - 2)	Admitted Assets
1.	BONGS. a manufactural company of the manufacture of the second of the se	78,715	w.exedisplaine.exeptyreptioni	76,715	······78,715
2	Stocks:				
	2.1 Ptelenet sods.	11. (francis mares) / Abdilla (45) ballatika a també (46)	and real print to the second in the second in the		petro-minutes (Altonomic or Martine)
	22 Сонтол восов	***************************************	aumaumaminini	***************************************	**********************
8.	Mortgage isans on real estata:			Į	
	3.1 First Raps	r tarifdoù at air a PTI serven hall fàire an anns agu			
	3.2 Other than Grat Tens			0	
4.	Real actate:				
1	4.5 Properties occupied by the company (less \$,		
Į	CONTENTED (CC)	factory (1997) we settlet that the second	dittid giar blottit sams (ndanapa), ostan	0	
	4.2 Properties held for the production of income (sess \$		gi - (meliped pëllësiste) tëje lëdha erregist		
	4.3 Properties held for sale (less \$		i i	Company or a particular particular of the control o	44000 to the control of the control
	Ceah (\$16,968,185), cash equivalents (\$1,506,973)	ale in high many together the state of the last	- plantare to the second second by the second	ensemble of the plant is retained of	adjulantus se san jil yasad pramanja jing se pa
*	and shart-term investments (5 15,452,356).	33,937,534			
8.	Contract loans (including \$0 premium notes)	40-10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-			
7.	CHARLES HARROWS THE CONTRACT CONTRACT OF THE C		1 1		The state of the s
8.	Other imposited assets.		1 1		
9.	Rocchestes for socialists				à passand managagnag lancapagg pap emiri
10.	Securities leading minvested collisional assets		***************************************	. Верения положения в полож В положения в	4+ \$************************************
11.	Aggregate with his for invested assets				***(PT Medic Pt (e la cau) Margarity PS
	•				
12	Subtoteds, saioh and invested essets (Lines 1 to 11)		1 :	34,016,249	35,275,948
13.	Title plants less \$		1		Belge, Speep de standige, tombod, git, dige à that these Ell
ŀ	kyvasneni incuno due and accrued	14,754		14,764	A,913
15.	Premiuna and exacidenzations:				
	15.1 Uncollected premiums and agents' balances in the course of pollection		a to the second section is the second	101,375	440,894
	15.2 Delarred premiums, agents' balances and installments booked but deferred				
	and soi yet due (including \$0 seroed but cribilled premiums)	!	\$		##71499447##79464###########################
į	16.3 Aported retrospective pretrikeus	27,497,899	PASAN MENINTAZZEKANON KARAKANIAN SANTAKAN	27,497,698	14,809,756
16.	Reinsuzerce:				
1	18.1 Атомпа госометь вост геневине политический политичес	+ i azi az dinis , i konstruiçan yapya yapı a yapı	171410-24-54(24)-075-24-5451111		
	15.2 Funds held by or deposited with reinsured companies	****** (******************************	1477WEATHER HOLD 14-CHEFFE	D.,	-mariestale promoter profession beautiful and the second
	18.3 Овет винами посегуване чение тейнациями соптивальными посегуваниями	#3411=33=46(4)54)74461714-444		D	
17.	Amounts receivable relating to uninsured plants	1,479, 3 37	***************************************	1,479,937	
18.1	Current lederal and foreign income tax recoverable and interest thereon				403,732
18.2	Net defended lax asset.	5,396,457	4,331,225		1,065,232
19.	Gistenty hards receivable of an deposit	austra sasaya bepanol 6 bbb atrobb (~650 P.f.)	***************************************		their the same of
20,	Electrosic class processing equipment and software.		397.189		
21.	Furniture and equipment, including health care delivery assats (5		1	/	
22.	Net edjustment in essets and habilities due to breign exchange rates	§	1 .		war place the season of the se
23.	Receivables from perent, subsidiaries and difficults.	i		Colomitical de la colomita del colomita del colomita de la colomita del colomita del colomita de la colomita de la colomita de la colomita de la colomita del c	Park Medical physics and about the party
1	Health care (E45.805,675) and other amounts receivable.	A6,186,463		45,805,873	AS COS TAN
ŀ	Aggregate with-line for other than invested assets.	1,527,584		9,236	
1			3,516,320	9,236	
2B.	Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Apparents (Linea 12 through 26)	117,850,204	7.125.206		
27	From Separate Accounts, Segregated Accounts and Protected Cell Accounts.			e e	CPO, D130, 101, 101, 101, 101, 101, 101, 101,
26.	Total (Lines 26 and 27)	117,850,204		110,724,998	GT DWG 645
1		*************************************	reministration and a straight and	2	
[DETAILS OF W	W11 0-4849	1	-	1
1581		Tritti Modifice contains 222 extination	*************************		***************************************
1102		**********************	***************************************	***************************************	Er enten (1200 140 april 140 april 152
1103			· ·	J	aterofete for for the feet of
1198	. Summary of remaining write-ins for Live 11 from overflow page	<u> </u>		почения почения выпочения Д	
1199	Totals (Lines 1101 firu 1103 plus 1198) (Line 11 altove)	0	1		0
2501	. Редей Ехрепева-	1,222,186	1,222,166	0	A. D. a. of California (1944) - 1 (1944) - 1 (1944)
2602	Security Daposits				pt and the country of the same
2803	. MISC AR DESCRIPTION OF THE PROPERTY OF THE P	9,236		9,236	
2598	. Summary of remaining write-ins for Line 25 from overflow page				resultant and a second
ł	Totals (Lines 2601 thro 2503 plus 2508) (Line 25 above)		1,818,328	9.238	57,090
				Service Control of the Control of th	(UED), There were the control of



Statement and March 31, 2014 of the PHYSICIANS UNITED PLAN, INC.

LIABILITIES, CAP	ITAL AND	SURPLUS
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ł			Current Period		Prior Year
L		f Covered	2 Uncovered	3 Yolal	4 Total
5.	Cokes unpaid (less 1				72,459,427
2,	Accused market incentive pool and bonus amounts			4,221,532	A 244.580
3	Uspaid cielms adjustment expenses		Treff Transport (M. I.) and a property of		239,401
4,	Aggregate health policy reserves, including the liability of \$			Section of the sectio	- Proposition of the Party of t
	medical loss ratio sebate per the Public Health Service Ast.	2,475,350	Province Herrinania and Charles	2,475,350	2.524.514
•	Адугерые не року извучес	4			41 17 particular and a space and a second library 6
8.	Properly/caselly seemed premiest reserve	qjumproses anto a nina kalendaring and district b	ant parties and delicities are controlled to the section of the se	Decrees	\$5.1 # COM 4 HO / TAIL FOR SOUR SOUR SOUR SOUR SOUR SOUR SOUR SO
7.	Aggregate figuilit cigim reserves		- turn tellar anne of this outlier (if M the		***************************************
đ,	Premions received in advance commencement and advance in the commencement of the comme	7.60000 7.6 pp 40.14, -1, -4.004, -4., -4.004, -4.	شنطۇركانىشىد بولۇرۇ ، چەپلىسەر دىر دېرىيىشارۋە توپۇرىيى	-	hadrough and a state of the sta
9.	General expenses date or accrued.		ant feder bedre (co. 150 feet co. 150 feet co. 150 feet	8,343,477	
	Corrert federal and foreign income tax payable and interest thereon				
í	(including 8	1			5-01(4p2301) 1652414(4p-18 14 15690-14 14 14)
ţ	Net deferred text liability commencement and a second and	•		Description of the contract of	*****************************
ľ	Geded reinstrance providers physical annual and a second annual a	f :		Q	***************************************
1	Amounts withheld or retained for the account of others	;	•	0	after a fairle database in the state of the
1	Remiliances and from not allocated	there-of-necessary spaces right this file of the contract of t	PP (B) PP (C) V of a little bellet to the character and	**************************************	a to establish time to success and after which the successions
	Berrowed mansy (including \$			_	
ŀ	Amounts due to povent, subsidiaries and stilliales.	i 1	-commentant cornel broad object to the bra	(*************************************	as teach guiderensely/beart squartes apert
Į.	Terwanes are to poorte, seasceness still games.		C. pp. Part 60 v v v pp. 10 left 1 mm v v v v v v v v v v v v v v v v v		elppe i al consequentem a recitama e, felli frança cida de
•	Payable for securities	1	may Male along the She show Gill I forest.	managaran da sa	***** ********************************
1		1			and the contract to the second se
ŧ .	Payable for securities is roung	***************************************	-40404790		وودي دراوونه - او د ميده - رواد ادر ساد دو او
	Funds held under reinsurance treaties with (\$				
26.	Reinsurance in unauthorized and certified (\$			0	
	Net adjustments in assets and Eablibes due to Exerge exchange rates	<u> </u>		and the second s	ernegage and place from the later I sighed and the
	Liability for automatis held under uninscred plans	Į.			III det iggeste schauf det fablisher fan Fan Armen Ip
ŧ .	Aggregate write-ine in other intiffices (including \$	4	1		
	Tolef liabilities (Lines 1 to 23)				Grand and a second
	Aggregate wide in a for special surplus funds	1	1		Distriction of the second
(Common capital slock	!	the market was the street of t	***************************************	
	Prolored capital stack	.	i i	74,570	
1	Gross peld in and contributed supplies	E			
	Surplus roles	•	?		
	Aggregate write-ine for other than special surplus lunds	:	1	4120440100001000100010000100000	w
	Unassigned finds (surplus)	1	XXX)	(18,135,440)
l	Leas freedring stock, at cost	to you have the first of the best best best best best best best bes	Alle section and the College Control of the	19499;CO()	(15,135,440)
	32.1	VW	XXX		
•					ļ
		200	1	followerskinkspielikerie yezhet a udulladuko	apaparengagagagagagagan papagan papagan
	52.2		XXX	returned by the property of the state of the	
	Total capital and surplus (Lines 25 to 31 minus Line 32)	xxx	XXX	14,540,090	11,764,917
	Total capital and surplus (Lines 25 to 31 minus Line 32)	XXXXXX	XXX	14,540,090	11.764.917 .97,078,843
34.	Total capital and surplus (Lines 25 to 31 minus Line 32)	xxx	XXX	14,540,090	11,764,917
34. 2301.	Total liabilities, capital and surplus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surplus (Lines 24 and 33). DETAILS	XXXXXX	XXX	14,540,090	11,764,917
34. 2301. 2302.	Total capital and surplus (Lines 25 to 31 minus Line 32). Total limbiside, capital and surplus (Lines 24 and 33). DETAILS	XXXXXX	XXX	14,540,090	
34. 2901. 2902. 2303.	Total capital and surplus (Lines 25 to 31 minus Line 32). Total limbiside, capital and surplus (Lines 24 and 33). DETAILS	OF WRITE-INS	XX	14,540,090	
34. 2301. 2302. 2303. 2398.	Total capital and surplus (Lines 25 to 31 minus Line 32). Total limbibilities, capital and surplus (Lines 24 and 33). DETAILS Sommary of remaining entits has by Line 23 from overflore page.	OF WRITE-INS		118,724,898	97,078,843
34. 2301. 2302. 2303. 2398.	Total capital and surplus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surplus (Lines 24 and 33). DETAILS Sommary of remaining entis-has for Line 23 from overflow page. Totals (Lines 2301 finu 2383 plus 2388) (Lines 23 above).	OF WRITE-INS		118,724,898	97,078,843
34. 2801. 2302. 2303. 2398. 2309.	Total capital and surptus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surptus (Lines 24 and 33). DETAILS Sourceasy of remaining indic-tre for Line 23 from overflow page. Totals (Lines 2301 finu 2303 glus 2398) (Line 23 above). Special Surptus for 2014 ACA Pee.	OF WRITE-US		118,724,898	97,078,843
34. 2901. 2902. 2303. 2399. 2501. 2502.	Total capital and surptus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surptus (Lines 24 and 33). DETAILS Sourmany of remaining indic-tra for Line 23 from overflow page. Totals (Lines 230) finu 2303 glus 2398) (Line 23 above). Special Surptus for 2014 ACA Pee.	OF WRITE-US		118,724,898	97,078,843
34. 2301. 2302. 2303. 2399. 2501. 2502. 2503.	Total capital and surptus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surptus (Lines 24 and 33). DETAILS Sommany of remaining settle-fire for Line 23 from overflow page. Totals (Lines 2301 finu 2303 glas 2393) (Line 22 above). Special Burykus for 2014 ACA Fee.	OF WRITE-US	W. Commonwell and the second s	110,724,958	97,078,843
34. 2901. 2902. 2303. 2399. 2501. 2502. 2503. 2598.	Total capital and surplus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surplus (Lines 24 and 33). DETAILS Sommany of remaining write-ins for Line 23 from overflow page. Totals (Lines 2301 finu 2303 glus 2393) (Line 23 above). Special Surplus for 2014 ACA Fee.	OF WRITE-US	——————————————————————————————————————	110,724,958	97,078,843
34. 2901. 2902. 2303. 2399. 2501. 2502. 2503. 2598.	Total capital and surptus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surptus (Lines 24 and 33). DETAILS Sommany of remaining settle-fire for Line 23 from overflow page. Totals (Lines 2301 finu 2303 glas 2393) (Line 22 above). Special Burykus for 2014 ACA Fee.	OF WRITE-US	——————————————————————————————————————	110,724,958	97,078,843
34. 2301. 2302. 2303. 2393. 2501. 2502. 2503. 2595.	Total capital and surplus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surplus (Lines 24 and 33). DETAILS Sommany of remaining write-ins for Line 23 from overflow page. Totals (Lines 2301 finu 2303 glus 2393) (Line 23 above). Special Surplus for 2014 ACA Fee.	CF WRITE-INS	——————————————————————————————————————	110,724,958	97,078,843
34. 2301. 2302. 2303. 2393. 2502. 2502. 2503. 2598. 2698.	Total liabilities, capital and surplus (Lines 25 to 31 minus Line 32). Total liabilities, capital and surplus (Lines 24 and 33). DETAILS Summary of remaining smite-has for Line 23 from overflow page. Totals (Lines 2301 fina 2303 glus 2398) (Line 22 above). Summary of remaining smite-has for Line 25 from overflow page. Totals (Lines 2501 fina 2803 glus 2585) (Line 25 above).	CF WRITE-INS	——————————————————————————————————————	110,724,958	97,078,843
34. 2301. 2302. 2303. 2393. 2502. 2502. 2503. 2598. 2698.	Total liabilities, capital and surplus (Lines 25 to 31 minus Line 32) Total liabilities, capital and surplus (Lines 24 and 33). DETAILS Sommany of remaining entire-tue for Line 23 from overflow page. Totals (Lines 230') firm 2303 glus 2368 (Line 23 above). Sommany of remaining entire-tue for Line 23 from overflow page. Totals (Lines 2501) firm 2503 plus 2588) (Line 25 above).	OF WRITE-INS	——————————————————————————————————————	110,724,958	97,078,843
2301. 2302. 2303. 2393. 2393. 2502. 2503. 2598. 2698. 3001. 3002.	Total liabilities, capital and surplus (Lines 25 to 31 minus Line 32) Total liabilities, capital and surplus (Lines 24 and 33). DETAILS Sommany of remaining entis-tue for Line 23 from overflow page. Totals (Lines 230') for 2303 plus 2368 (Line 23 above). Special Burglus for 2014 ACA Fea. Sommany of remaining entis-fue for Line 25 from overflow page. Totals (Lines 2501) for 2503 plus 2588) (Line 25 above).	OF WRITE-INS		110,724,858	97.078.843

Statement as of March 21, 2014 of the PHYSICIANS UNITED PLAN, INC.

STATEMENT OF REVENUE AND B	EXPENSES
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1	STATEMENT OF REVI		ent Year	·	·
		To	Data	Prior Year To Date	Prior Year Ended December 31
}		Uncovered	Z Total	3 Total	. 4
t.	Merche: 10011/15 paper and a present and a second and a s	XXX	149,890	101,222	Total
2	Net previous income (notating \$ D non-health previous income)		122,233,289	90,858,925	433,986
3.	Change in presented premium reserves and reserve for rate credits	XXX			
4.	Fire-for-service (net of \$				34 month designation providers and con-
1.	Figh (Cressed)			The state of the special state of the state	**Andreamen (PRESEAGE PROFESSOR SEASON SEASO
6.	Aggregate write ins for other health care related revenues				
7.	Aggregate wite-ins for other non-health revenues	xxx	D. D. D.		
8.	Total revolues (Lines 2 to 7).	xxx	122,233,260	80,858,925	Вистеменности
Hosp	ital and Medical:				374,978,411
9 .	Hospitalinadical benefits		40,438,743	28,155,229	
10.	Other professional services.		5,110,673		130,288,219
11.	Curisdo reissocianismo como como como como como como como c		3,988,333		10,022,171
12.	Епосренсу госи выстрыем	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	29,640,155	3,095,390	12,882,095
13.	Prescription drugs		1	21,687,368	25,496,614
14.			18,540,426	12,341, <i>4</i> 54	
18.	Incentive pool, withold adjustments and bonus anounds		Constitution of the same		
16.	Substal (1986 9 to 15)	all theft and taken to have the same and the same of t	4,294,046		4.944,364
Less		P		73,862,963	
1		1			
18.	- The state of the	THE PERSON NAMED OF THE PE	(177,004)	188,439	1,088,579
19.	Total hospital and medical (Lines 16 mins 17)			73,674,524	305,746,718
20.	Non-Health claims (net)		that's to the Commonwealth light Property and State of Light Specific		of All Histographysams, maggytteets, teatre
	Claims adjustment expenses, incitating 54.506,521 cost containment expenses.	ŧ .	5,932,594	2,961,492	12,540,349
21.	General administrative expenses.	******************************	14,317,501	8,984,407	51,891,806
22.	Increase in reserves for life and accident and health contracts (including 5				
23.	Total underwiting deductions (Lines 16 Eurough 22)	Marketta Paralla Callaga Sangala	September of the septem	***************************************	
24.	Net underwriting gain or (loss) (Lines 8 minus 23)		121,499,575		
25.	Het investment freeme earned,	**************************************	743,985	5,238,602	
26.	Not realized capital gains (icoses) ioss capital gains tax of \$			50,815	140,374
1	Net investment gains or (osses) (Lines 25 plus 28)		Management of the state of the		methodological angelianianianianianianianianianianianianiani
		<u>0</u>	43,015		140,374
120.	Nel gain or (toss) from agents' or previum balances charged off ((amount recovered			+	
29.	Aggregate watering for other (notice or expenses		0	Albert had released and resulted the subject of the resulted and the subject of t	Continued to the County of the
	Net income or (loss) after capital gains lax and before all other federal income	himidial distriction of the second	and restriction of the section of the	Quantum manners	Santanana and annual and
	texes (Lines 24 plus 27 plus 28 plus 29)	XXX	786,700	5.288.817	4.539.914
31.	Pederal and loreign income taxes incurred	XXX	eden grad appropriately as a sec		
32.	Nat income (lose) (Lines 30 minus 31)	xxx	785,700	5.258,617	
		Bisre tur		7	4,877,568
0801.	DEFALS OF	WRITE-INS	<u> </u>		
0602.	The same that th		and desired and and desired and the property of	herandomiccondecidics;	darkietelaninisessatzetekoro
0603.		XXX	ereres erechtique albeitenun	Malan versonigungasikan santungan a	and the physical of cortics of agency of the lift for a cortic
	Significant of completion will be hard in the	XXX	#f-#fairtigletters##################################	1979/->17/	partitions and an extension of the state of
nam	Summary of remoting with his for Line 6 from overflow page		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		······
	Totals (files 0601 this 0603 plus 0598) (Une 6 above)	{		<u></u>	0
0701.	COLD COMPANY COLD COLD COLD COLD COLD COLD COLD COLD	XXX	****************************	Tantahan Salamad area, ere as anti-quester	tall tomb thesewaters for the talk these
1	The act of the state of the sta		-415 (Sansa-Armayon (Sansar sayed Plantander	exects design to the state of t	and and the state of the state
0703.	And the state of t		Sprange with the constant and the contract of	Titligan and the all the state of the state of the state of	
	Summary of remaining write-irus for Line 7 from overflow page				
	Totals (Lines 0701 thru 0703 plus 0788) (Line 7 above)	xxx,	0		
1401.	ومواجد مرووي والأمجو بسوارته فيدا المناب أربيد أنصيد المعروض والإنجاء ومربورة والأمامة والأمامة والمنافرة والمنافزة	TRACTION COLUMN SEASON AND SEASON	MATERIAL STATES AND AND AND ASSESSED ASSESSED.	elekateki kini kennedes piekei kannanee	
1402.	to to a real place (a) distinct from the company of the parties for the forest about a real property of the company of the parties of the par	#*************************************	e faat treet aan die konste er maarte proppy toe en a	***************************************	
1403.	55. Anni word of 51 of the section is that a section of the first own way of the followings is the reservoir (54 pt/55) and 15 sec, p is bridged the following is the reservoir of the reservoir		pools become a color of passent participations out plants and	***************************************	- Anna Anna Anna Anna Anna Anna Anna Ann
1498.	Summery all remaining wille-fas for Line 14 from eventors page				
1498	Totale (Lines 1401 thru 1403 plus 1498) (Line 14 above)				THE STATE OF THE S
2901.	PROCESSION OF LOCAL COMPANY OF THE C				
2902.				August county serve to place to be a county of the county	- ero consequently to be a second property of
2903	and the state of t		ACT THE COURT OF THE PERSON OF	#1 45711415091179179179179179179179179	61 M 19204 - 4 M 61/14 com 60/01 - 1044 br
2998. 1	Summary of ramaticing write-ins for Line 28 from overflow page		V11.0-0111012Tratestrations	ara deta urangggleppranggyr, kager	**************
2000.	Totals (Lines 2901 tim: 2903 plus 2898) (Line 29 above)		O	0	
				0	

Stationeral as of March 31, 2014 of the PHYSICIANS UNITED PLAN, INC.

4799. Totals (Lines 4701 thru 4703 plus 4790) (Line 47 abovo).

	CAPITAL AND SURPLUS ACCOUNT	Corrent Year to Date	2 Prior Year To Data	3 Prior Year Ended Depember 31
33.	Capital and surplus prior reporting year	11,764,917	7,633,609	7,533,609
34.	Net income or (lose) from Line 32	786,700		4 877 658
35.	Change in valuation basis of aggregate policy and cishn reserves	**************************************	PAREFORMORY STRUCTURY CREAMY - GRADELL	
36.	Change in nel unrealized capital gains (losses) less capital gains tax of \$	a mile transport to before a company physical pressure.	Y-new statement devices and the second are	
37,	Change is net unrealized foreign exchange capital gain or floss)	-		
38,	Change in not delarred income lax	e mjyraspa, ar magazajus jadjernom vroce		Part Care
39.	Change is constmitted assets.	1,988,473	(710 575)	C10;103;1, Incom-
4G.	Change in unauthorized and certified reinsurance			1-comment
41.	Change in treatury stock	and distillations of the spirit spiri	Average (Enclosy) assessment the leafer of	was a series of the series of
42.	Change in surplus notes.	Him the state of t		
43.	Cumulative effect of changes in accounting principles.	- Statement of the Stat	Hittohamparanteconstitues resesses	eirripriispatuururpinnijo siidimadir
	Capital changes;	MODERAL CONTRACTOR CON	Ye would be properly and glot because the safe to	Bickyproperty and Laboratory and arrange
	44.1 Peid it			
	44.1 Petal in.	NAME AND ADDRESS OF THE PARTY O	htth p-a-turnallitis scord-articular grigorogy	4,857
,	44.2 Transferred from surplus (Glock Dividend).	artist or service was made a possession by the service of the serv	annersed a niposophyladalarae (41) a paresi	<u> </u>
tri :	44.3 Transferred to suspice. Surplus adjustiments:	total contribution appearance on the	Pińsjący przesowy o interparatory a	ERMICONAL CHEMICAN SPECIAL OF LABORATES
	5 Therefore to a select Charles and the selection of the	**************************************	- teneral / production described to the same	erring a particularly hold control control and control
	45.2 Transferred in capital (Strock Divident)	2-4/40-011 MG 1004-1400	Mainterfaceatiques (1944) (1946) (1946) (1946) (1946)	worklish, equal like despensive exception to the
ia. I	45.5 Transferred from capital	part et - con-tradecido hola de volvánea 198		b
HD. 1	Distribution to studies with the second seco	Terr true parameterally addition particularing	I Photograph distributed a buston open danger as welling	and entering the second of a second entering of the second entering of the second entering of the second entering enteri
7. 1	Aggragate write-ins for gains or (losses) in aurylus		. Onto the second particular of the con-	0
8. I	Net change in copies and surplue (Lines S4 to 47),			4,131,308
9. (Ceptial and supplus and of reporting period (Line 33 plus 48).	14,540,090	12,21†,961	
	DETAILS OF WRITE-INS			***************************************
01. (Consensor of Prior Year Non-admitted assetuments and approximate assetuments and approximate assetuments and approximate assetuments.	arter (del l'all de l'arter au s'auguste programe) Addition	Links person distribution and an analysis apart and a	
02	iki taranin alisindah sasartamin beriminan karingan keriman mangan kerimin kerimin berimpan ang (tilihaka berimin) ik asah (tilih	Activities and the contract of		
O3	ない。(III)、 アフロロ・ロロ・ロマルカである。 「「 1987、1987、1987、1987、1987、1987、1987、1987、			THE PERSON AND PROPERTY OF THE PERSON NAMED IN COLUMN NAMED IN
	surrosary of remaining write-ine for Line 47 from overflow page	1		* ** *********************************

Q05	

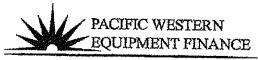
Statement are of March 31, 2316 of the PHYSICIANS UNITED PLAN, INC.

CASH FLOW

	VASII FLORE	***************************************		
		Current Year to Date	Prior Year	Prior Year Ended
	CASH FROM OPERATIONS	W 10015	To Date	December 31
1.	Premiums collected not of reinsurance	109.984.636	82,993,263	
2,	Not investment hooses	33,163	1	367,802,52
3.	Miscellaneous income	The second second second	54,198	148,41
4.	Total (Lines 1 trough 3)	110,017,799	70 A 17 AN	************************
5.	Benefit and loss related payments	ED 244 F24	83,047,462	367,950,93
ť.	Net transfers to Separate Accounts, Segregated Accounts and Professor Cell Accounts.	330000000000000000000000000000000000000	72,647,849	294,645,92
7.	Commissions, expenses paid and aggregate write-ins for deductions	40 E20 700		***************************************
8,	Chiclands paid to possynodiets	I		
₽.	Federal and foreign income taxes paid (recovered) net of \$	***************************************		(a) character ray Medimeth's interest
10,	Total (Lines 5 strongh 9)	444 044 700	160,000	
11,	Nel cash from operations (Line 4 misus Line 10).			
	CASH FROM INVESTMENTS	(1,060,801)	(4,281,792)	
12.	Proceeds from Invasiments sold, matured or repold:	}		
	12.1 Box 18.			
	12.2 Succession and the succession of the succes		- Bellik kinapi; jupur-oʻbiya sangga gagagarin ak	758,31
	12.3 Morgage bans	t Bargeran and a regular parties of the parties and the parties of	population was a Companie	gand from 1950 p. 1888 in the Art Section Section 1885 from
	12.4 Red state	detechtetisst statementage agestepen	******************	
	12.5 Other (averaged asserts	andering companies of the party of	Eables) ; vocapque@edit ; employ endpolisida year	3
	12.6 Net gains or (losses) on cash, cash applyaisms and short-term investments.	**************	*********************	-downstates
	12.7 Miscelaneous proceeds	The exceptional passing and the exception of the exceptio	managerial specification of the state of	an ra 4600 60 http://www.esirestreptio
	17.2 Taket inconstructed remainder of the second statement of the second state		***************************************	CALL THE PERSON NAMED IN COLUMN 2 IN COLUM
13.	12.6 Total investment proceeds (Lines 12.7 to 12.7). Cost of investments ecruited (long-term only):	00	***************************************	758,31
	13.1 Sodds	********		79,966
	Annual Colors of the color of t	***********	******	Marine Marine and the Second States of the
	13.3 Medgege bars	************		managed contest and the
	17.4 Red State, properties and the second se	*****************************	****************	40))#jara=140-e/48##[#poemonio
	18.5 Ober Heested essels.	dus dereguisation and desirate building experiences	***************************************	\$100 Later-min tested in any art, as-regulate
	13.8 Мехсейенной аррасавона политичний политичной полит		At part of the contract of the	Martin Party and a second
	13.7 Total levisionis acquired (Lines 13.1 to 13.6)	Q	973	7998
4.	Har increase or (vincrease) in contract loans and premium notes.	******************	Perkantemental and a service of the Contractor	deleting openitions
15 .	Nel cash from investments (Line 12.8 minus Line 13.7 and Line 14)	0	(973)	
	Cash from Financing and Miscellaneous Sources	}		
	Cash provided (applied);		1	
1	18.1 Surplus notes, capital notes			
	ie.2 Cepital and paid in surplus, less treasury stock	desperielles man projet transpalle	Manual Control of the	40005000000000000000000000000000000000
•	16.3 Bortosed lands.	Western as a married state of	1200	Parties of the second
•	18.4 Net deposits on deposit-type contracts and other insurance trabilities			
1	16.5 Olvidends to stockholders		and the second s	at stands account 3 papers of 5 papers 5 that from both by
1	iB.D. Other cash provided (applied)	637 252	1675.658)	
7.	Viet cash from financing and miscesseneous sources (Lines 16.1 through 16.4 minus Line 16.5 plus Une 18.8)	B37 252	1,0000 100	
R£	CONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS	PROPERTY AND PROPE	1000,000	484,579
8, 3	tel change in cash, cash equivalents and short-term investreerds (Line 11 plus Line 15 plus Line 17)	// 0/75 000		
9. (tack costs adolygicate and short-term investments:	~~~~~(1天09/04年)		8,843,841
	W. S. The charter of the control of		- 1	
1	e. 1 Becken of teat			
1	9.1 Beginning of year		26,353,292 21,384,571	28,353,292

**************************************	**************************************	CATIO	量ピーン			UILLEAL	~			
	- B	2 Individud	Angulai & Maring	Medican	HINNERSON FROM A STATE OF STAT	Dentel	Federal Employeers	BAX-991	TINE XXX	19
Total Manuska at End of:					- Call Control	And the second	Merati Pan	Medicare	Medicek	Other
1. FMG FEBL.	44 RA2									
	*****	The second and the se	Earthream, health and bette one applying to	Malle - me rima de l'ammente la les des des des des des des des des des d	The state of the s	es announcement de la company	ederleya. 4000 // h (i) h a	#88.286	Programmy and the second and agreement of the second of th	ere (bresser), (projections)
		ATT POLICY STATEMENT AND STATE	were request research miled is seen as in	A PARTICIPATION OF THE PROPERTY OF THE PROPERT	- Agents of absent libraries by the original states and	adversed to the second of the second	the tribbasephana no makepagasississassassassassassassassassassassas		Charlis of One words to the Arthre	deliberatura erreserva en en en en
	U	The returning age of the land and the land age of the control of t	frifethersampelengeren in plate		to delimination visa raini maleidane.	. Hartener by Backbyw), o (arsent agamy)	of Temples of the particular part	The state of the s	ferbyterment or trades (ergeleges)	ees is dure talge of the property and a six
5. CURVI YELL COLORS			Address - Laborer Bress Bress Bress	· · · · · · · · · · · · · · · · · · ·	der Territor opposite transport ment was not an annual section of the section of	Personal and colonistic factories and bright	er and Wildel accounts and section in the	Tribelers and action white the	and the same transport of the same of the same	Township Company of the Company
6. Curant Year Months Months.		THE RESIDENCE OF THE PARTY OF T		The same of the sa	the land of the land is the land in the la		to Control of the Section of the Sec	A CONTRACTOR OF THE CONTRACTOR	ALL DESCRIPTION OF THE PROPERTY OF THE PERSON OF THE PERSO	
Total Member Austriatory Encounters for Partod!	·				The same of the sa	THE TRANSPORT OF THE PROPERTY	The state of the s	100 M	I THE PROPERTY OF THE PROPERTY	
2. Physical proposition of the contraction of the c	174,561	pay year, common the special section of the s						3		
8. Nor-Philippen	77,866							160'47 management 164'54'	della bergeration of the second	er en fant angelek en fan Anderske anderske anderske anderske
OF SA PARTIES OF THE PARTY OF T	222 506	43	•		West and the second sec	A CONTRACTOR OF THE CONTRACTOR	***		Section of the sectio	
to. Hospital Patient Days Iscurred	15.459				Management of the state of the	A	Ometon contraction of the contra	222,008	- 0	D
				100 100 100 100 100 100 100 100 100 100	Listering Agents and the State of the State	SATURDAN CONTRACTOR	And the second of the second o		4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		en benefinde and en fait en fait en fait, manual fait e seu	Productive structure and a state of the stat	Harris and the second s				(22 284 389	Address of the second of the s	Toma a de antique de la
13. Uta Patrillens Unect secons proposition of proposition of the party of the proposition of the party of	Daniel Control of the	4) (4) (4) (4) (4) (4) (4) (4) (4) (4) (· Volumber and melescopy plant pictures or a	- teleforment and the contribution and teleforpe	HATT BEAUTY OF THE PROPERTY OF THE PARTY OF	ALL AND ALL AN			The state of the s	and stands for the stands of t
14. Properly Cosmolly Precedence Wilder Commencer of the	grades and an appropriate the second	te - O whether wanterpropagate and the	with the column terminates the same	and the first of the first owners of the second	mail dan.	tre branche Niedle brans en tilbande s			The state of the s	res 684 Marent anniagh eile in pepaal
(G. Haalh Prenius Edinal, ament-material and an anneared and	. 0222230	H The manufactures the gray control	district all braids the land of the species of the	erange legan per payped on sendaranen		***************************************	a university democratic and personal strength of the second of the secon	122,233,280		tradition and values and the state of the st
16. Propochy/Cessielly Prepalyres Estrect.	. Distance of the second	(At an order - Seeggappen and Annah (1989-1981) (Annah (1989-1981))		eeds of the accompany points to describe to the	Tourist of Charles (,), and assume you are as the dis-	And the state of t	A 18 Company of the Party of the State of the Party of th	- All and it's period france and containing		
17. Amount Peid for Provision of Health Cara Sarvicas		1/4 COPUM BALIFACTURE A MARAGETT	e employe himbon benegaby benefers to pay	Active and the second second	777-04 to abelian en union en manerale particular.	- despetation beau many species -	Metale - economission and an included the feet of the state of the sta	90,100,161		
18 American Inscriptor for Description of Floority Para Secretion	1000 000					-				

(a) For Iwalin premions wither. Amount of Medicara Tide XVIII axampl monsatate taxes or fees 6....122,233,250.



a division of Pacific Western Bank

VIA FEDERAL EXPRESS and EMAIL

April 22, 2014

Mr. Aaron Henry Physicians United Plan, Inc. 9102 South Park Center Loop, Suite 200 Orlando, Florida 32819

Re: Physicians United Plan, Inc. ("Lessee" or "PUP"), Pacific Western Equipment Finance, a division of Pacific Western Bank ("Lessor" or "PWEF"), First National Bank of St. Louis as assignee of Lease Schedule No. 02B, 003, 04B, 04D, 007, and 008 of the following Lease ("FNBSL"), and MB Financial Bank, N.A. as assignee of Lease Schedule No. 009 of the following Lease ("MB Financial").

Lease Schedule No. 001, 02B, 003, 04B, 04D, 005, 06A, 06B, 007, 008, and 009 (collectively, the "Schedule" or "Schedules"), which Schedules incorporate by reference the terms and conditions of Master Lease Agreement No. MEF0979, dated September 26, 2011, including any and all amendments thereto (collectively, the "Master Lease"). The Schedules and the Master Lease are referred to herein collectively as the "Lease".

All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease

Dear Mr. Henry:

We are in receipt of your email dated April 18, 2014. In your email you request a final accounting of the Lease.

 The Casualty Loss Value amounts (as per the Casualty Loss Schedules for each of the numbered schedules) as of April 16, 2014 are:

8.	Lease Schedule No. 001	\$221,087 (after 31 payments)
ъ.	Lease Schedule No. 02B	\$1,065,543 (after 27 payments)
£.	Lease Schedule No. 003	\$262,014(after 17 payments)
đ.	Lease Schedule No. 04B	\$547,521(after 17 payments)
e,	Lease Schedule No. 04D	\$770,392 (after 11 payments)
f.	Lease Schedule No. 005	\$1,541,491 (after 11 payments)
g.	Lease Schedule No. 06A	\$733,830 (after 11 payments)
i.	Lease Schedule No. 06B	\$2,248,668 (after 4 payments)
i.	Lease Schedule No. 007	\$6,534,147 (after 7 payments)



J. Lease Schedule No. 008

\$4,997,330 (after 4 payments \$9,994,660 (after 4 payments)

k. Lease Schedule No. 009

TOTAL: \$28,916,683.00

- 2) The Total Amount Collected from the collecteral was:
 - a. PWEF collected \$5,064,496.97 from Wells Fargo Collateral Account Numbers 1157813914, 2640474462 and 5082578252.

 - b. FNBSL collected \$14,778,201.99 from Deposit Account Number 002212034.
 c. MB Financial collected \$10,000,000.60 from Securities Account Number 8000582216,

TOTAL: \$29,842,698,96

- Applicable taxes are zero.
- 4) MB Financial's attorneys' fees are \$2,780.00.

Applying the Total Amount Collected from the collateral against the total amount owed under the Lease's eleven Casualty Loss Schedules plus attorneys' fees, leaves a positive balance of Nine Hundred Twenty-Six Thousand, Fifteen Dollars and 96/100 (\$923,235.96). This balance will be refunded to PUP via wire by PWBF in the amount of \$319,420.97, via wire by FNBSL in the amount of \$601,254.99, and via wire by MB Pinancial in the amount of \$2,560.00.

Should you have any questions, please feel free to contact Michelle Larsen at (801) 566-9201.

Sincerely,

James L. Christensen

President



OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY COMMISSIONER

CONSENT TO ORDER OF REHABILITATION OR LIQUIDATION

IT IS HEREBY agreed as follows:

- 1. PHYSICIANS UNITED PLAN, INC., (hereinafter referred to as "RESPONDENT"), is a Florida corporation authorized to transact business as a health maintenance organization in the State of Florida.
- 2. Through the Resolution of the Directors of RESPONDENT, attached hereto as Exhibit "A." RESPONDENT admits that unless a capital infusion of thirty million U.S. Dollars (\$30,000,000) is contributed to the surplus by 12:00 pm Tuesday, June 3, 2014, grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation (herein after referred to as the "DEPARTMENT"), as Receiver of RESPONDENT for the purpose of Rehabilitation or Liquidation pursuant to Sections 631.051(1) and 631.061(1), Florida Statutes.
- 3. Upon the non-occurrence of the capitalization requirement in paragraph two (2) above and pursuant to Section 631.051(1) and 631.061(1), Florida Statutes, RESPONDENT consents to the entry of an Order, on Tuesday, June 3, 2014, appointing the DEPARTMENT as Receiver and acknowledges that the DEPARTMENT may apply to the Court for an Order of Rehabilitation or Liquidation, at the sole discretion of the DEPARTMENT. RESPONDENT further agrees that the DEPARTMENT shall have the sole discretion to determine whether

Page 1 of 5



RESPONDENT shall be placed into rehabilitation or liquidation. In the event that the DEPARTMENT initially obtains an Order appointing it as Receiver of RESPONDENT for purposes of Rehabilitation, the RESPONDENT further consents to the DEPARTMENT obtaining a subsequent Order appointing the DEPARTMENT as Receiver for the purposes of Liquidation, should the DEPARTMENT, at any time and in its sole discretion, determine that Rehabilitation of Respondent is not feasible.

- 4. RESPONDENT expressly waives any right to notice, a hearing or further proceedings of any kind and to an appeal in the event that the DEPARTMENT determines that the Rehabilitation of the RESPONDENT is not feasible, and that Liquidation of RESPONDENT is necessary.
- 5. RESPONDENT acknowledges that it has executed this Consent to Order of Rehabilitation or Liquidation voluntarily and of its own accord, having had the opportunity to consult counsel of its choosing, and has not been threatened or coerced to execute this consent by the Department of Financial Services, Florida Office of Insurance Regulation, or any other individual or entity.
- 6. The RESPONDENT and its President, Imitiaz Haseeb Sattaur further agree that in the event it is deemed necessary by the DEPARTMENT in its sole discretion, Imitiaz Haseeb Sattaur will voluntarily make a personal appearance, without the necessity of service of a subpoena or any other type of process, in the Circuit Court in and for Leon County, Florida to offer sworn testimony regarding the execution of this Consent to Order of Rehabilitation or Liquidation.
- 7. This Consent to Order of Rehabilitation or Liquidation, including Exhibit A, are null and void upon RESPONDENT's capital infusion of thirty million U.S. Dollars (\$30,000,000) contributed to RESPONDENT's surplus on or before 12:00 pm on Tuesday, June

Page 2 of 5

3, 2014. The deadlines set forth in this Consent to Order of Rehabilitation or Liquidation may be extended by the OFFICE in and/or the DEPARTMENT in their sole discretion

[Remainder of this Page Intentionally Left Blank]

By execution hereof PHYSICIANS UNITED PLAN, INC. consents to the appointment of DEPARTMENT OF FINANCIAL SERVICES as receiver for purposes of Rehabilitation or Liquidation, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind PHYSICIANS UNITED PLAN, INC. to the terms and conditions above.

Corporate Seal	PHYSICIANS UNITED PLAN, INC.
Witness	By: Intiaz Haseeb Sanaur, President
Man Wifaess	Date: 4/16/14
	By: Dr. Sandarp Balai, Chairman
	Date: 41614
STATE OF Florida	· ' ' ' '
COUNTY OF Orange	•
The foregoing instrument was acknowledge	e hefore me this 16 day of April, 2014
by Tonto a Prison (Name of Prison)	(Type of Authority – e.g. officer, vusica, wtorney-in-fact)
for PHYSICIANS UNITED PLAN, INC. (Company Name)	•
JODI L TUCKER	Apoli I Tucker
MY COMMISSION # EE013950 EXPIRES August 02, 2014 Hall Senson Performance	(Signande of the Notary)
	(Print, Type or Stamp Commissioned Name of Notary)
Personally Known OR Produced id	entification
Type of Identification Produced	

STATE OF Florida	
COUNTY OF ORGANGE	
The foregoing instrument was acknowledge b	cfore me this 10 day of 207 2014
by Mr. Carried State 32	Chairman
for PHYSICIANS UNITED PLAN, INC. (Company Marse)	(Type of Authority - e.g. officer, trustee, attornoy-in-fact)
JODI L TUCKER MY COMMISSION # EED13980	Signature of the Novery
EXPURES August 02, 2014 (697) 284-0153 Recital plays are con-	Jobi L. Tucker
	(Print, Type or Stamp Commissioned Name of Notary)
Personally Known X OR Produced Ident	ification
Type of Identification Produced	

RESOLUTION OF THE DIRECTORS OF PHYSICIANS UNITED PLAN, INC.

The undersigned, being the Directors of Physicians United Plan, Inc. (the "Company"), hereby certify that the following is a true and correct copy of a resolution adopted at a meeting of the Directors of the Company:

RESOLVED, that the Board of Directors of the Company consent to the entry of an Order Appointing the Florida Department of Financial Services (the "Department") as Receiver for purposes of Rehabilitation if the Company does not obtain a capital infusion in the amount of thirty million U.S. Dollars (\$30,000,000) by 12;00 pm June 3, 2014, to capitalize the Company. The Board of Directors of the Company acknowledge that upon the non-occurrence of capitalization required in the amount of thirty million U.S. Dollars (\$30,000,000) by 12:00 pm June 3, 2014, the Company is insolvent within the meaning of Section 631,051(1), Florida Statutes. The Board of Directors of the Company further agree that the Department may subsequently submit an Order Appointing the Department as Receiver for Liquidation should the Department determine in its sole discretion that rehabilitation of the Company is no longer feasible.

FURTHER RESOLVED, that the President of the Company is hereby authorized to execute any and all consent agreements or other documents on behalf of Physicians United Plan, inc. to obtain entry of an Order for Rehabilitation or Liquidation and is authorized to take any and all additional actions deemed necessary or appropriate by the Department to effectuate the forgoing or to comply with such an Order without further approval of the Directors and majority shareholders.

Dated this ___ day of April, 2014.

DIRECTORS OF PHYSICIAMS UNITED PLAN, INC.

Rod.

Dr. Rohini Bajaj

Michael Joseph Barlmo

imtlaz Haseeb Sattaur

Then T. Catal

Dennis Sebestian Reliano

Rudolph Guy Molse

EXHIBIT A

Statement and or April 301, 2014 of the PHYSICIANS UNITED PLAN, INC.

ASSETS

			Current Statement Date	!	a
		1	2	3	7
			Nonadisitled	Net Admitted Assets	Prior Year Net
<u> </u>		Assets	Assets	(Cois. 1 - 2)	Admitted Assets
1.	Bends				
2	Stocks:		maritrana and and and and and and and and and	Himsprania and and and and	Australia (1911)
_	2.1 Professed stocks			_	
		errer förfam sygöndlyfam feb blibbæd	\$47/44 \$44/4 mt about 1784 m 1/4 mm 1/4		**************************
	2.2 Common stocks	**************************************			Apropried Leads in pales and Emberolation Continues
3.	Mortgage loans on real value:				
ĺ	3.1 Fire Built-	abronaftelddard, fabdharafyllyn b	aker/dilipik) kerkera yang aya in tyang paya aya da	·mprisonerium accompany	(PERSONAL PROPERTY AND ADDRESS
	3.2 Other than first items	PROFESSORIA PROGRAMMANTO PROSTO			
4.	Real sotato:		,		And a second second second
"	4.1 Properties occupied by the company (less \$				
	Greating (1983)			**************************************	
	42 Properties held for the production of income (less \$	Samber S cylon of the networks recovered final tax	CAMP Spiles in electric 16 / 1/294144119 of Eurit	mangerand Aurend above a fection control of	
	ELECTRICALES VICTORIA DE PRODUCTION DE L'ARGEST LE SERVICE (1953 S'INVANTA.				
	4.3 Properties had for sale (less \$	27977 IFANGASLES S. rader gaseys (6,000/es)	ania seperanta di materiale del materiale del constanta de	***************************************	de productivament (topen repets to be said (
		encepton red section when the Section	a green transfer to the state of the state o		4+154+14+14+1+141+141+141+141+141+141+14
ð.	Cash (\$2,854,637), cash equivalents (\$1,507,097) and short-learn investments (\$578,751)	*****			
			-142)	5,641,485	25,197,233
8.	Contract loans (including \$	Į 1			T F TO SEPARE AND A SEPARE A PROPERTY MANAGEMENT
7.	Derivatives.	المستق لكن والمسادات دساء أداست والمستدار المساد	sent equal succeptivities which securities		******************************
8.	Cities invested assets	Mid in water with the control of the	an er en jane a janijan bet kangang (Afrik panah a baj		11 avent 4 (10 year) 1 (10 year) 1 (10 year)
9,	Receivables for accutiles	Total bil Militarian (company)			
10.	Securities lending reinvisted collaboral assista-			700.2750.0720.0000	Anthon yamadana van dagi dagi va alia mada wa p
11.	Aggregate value for taxested assets		der von er enem seken beget trade sevie		According to proceed the company of the two
	_				
12	Subtrials, cash and insuated assets (Lines 1 to 11)	1			
13.	Title plants less \$	***************************************			***********************
14,	intestinant incomé due and accued	10,748	foreversion, as the same products as more	10,748	
15.	Premiums and considerations:				,
	15.1 Lincollected premions and agents' beleaces in the course of collection.	204.064		204,964	440.894
	15.2 Deferred gramitums, agents' balances and installments booked but deferred	(IIIII-DANIA)		HALLOTTE COLUMN TO THE PARTY OF	P\$G _I UEP _{(maxeumann})
	and not yet due (including Samuel agreed but embilied premients)			al ·	
	15.3 Account refrespensive premiums	1	a like kande fikkama kanlandhi kandanggara	100711700000000000000000000000000000000	Land a extraplace a delignment and in the land in the
40		150,000 pr. 100,003 pr	Title Barrell (projective spring 1/4 (projective spring)		14,999,756
10.	Reinsurance:				
	16.1 Anxieta recoverable from revisurers.		*** 4 ****** *** *** *** *****		(63,996)
	16.2 Funds hald by or deposited with relasured companies	and proof by and printed the last of	7174 454 117 here 1 (146) 6 444 20 444 20 444 20 444 20 444 20 444 20 444 20 444 20 444 20 444 20 444 20 444 20	A	**********************
	18.3 Other amounts receivable under reinscrance contracts	***************************************			
17.	Ansauris receivable relating to uninstand plans	479 937			1,479,937
18.1				403,732	
	Nel deleted for esset		4,331,225	1,065,232	1,065,232
12.	Charactry tunds receivable or on deposit	ľ		·	Turk-indepletation of the broken and bloodings for a first time.
20,	Electronic data processing equipment and software recommendation or community of the commun	1,722,811	1,421,341		319,767
21,	Furniture and aquipment, including health care delivery assets (\$	1,994,160	1,994,169		Peterst Marris (permit annual permit
22.	Net adjustment in essets and fabilities due to foreign exchange rates				
23.	Receivables from perent, subskilluries and attitibles	}	1	0	remode (Feliki e Beat only) typebyl establish
i		Ì	Į.		entrektyrkiri orlandi stranus speago
	Health core (\$52,150,188) and other amounts revelvable.		26,503,777		43,168,768
25.	Aggregate write-ins for other than invested assets	1,060,578	1,051,339		
28.	Total assets excluding Separate Accounts, Segregated Accounts and Protected				
	Cell Accounts (Lines 12 through 25)	1	35,301,651	92,465,690	97,079,843
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts	*****************************	to promise the formation of the Street's 7,5 for 1 the F		->-P-registeres.de244375 cv14950-(decade555mg
26.	Total (Lines 26 and 27)	127,767,541	35,301,851	92,485,690	97,079,843
	DETAILS OF W	RITE-INS	A	4	1
1101		1 7 114	T	T .	<u> </u>
	The state of the s	namendrapper teatherman	1 - 114 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -		******************************
1102				0	COMPANY CARROLL SANGERS AND ASSESSED ASSESSED.
1103	- who played a green of the special states of the play				table to Constant services permitten to the services
1198	Summary of remaining write-ins for Line 11 from overflow page				
1189	Totals (Lieus 1101 tiru 1103 plus 1198) (Line 11 above)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	Preprid Expenses	967,587	987.587	*	Camerana residence
	, -	1	1		edyshypaylin jarrapava valedavus amiyay
	Security Deposits	83,752		i	STREET, LOTTER STREET,
2503	MEST ARCHITECTURE CONTROL CONT	9,237			57,890
	. Semmany of remaining write-ins for Line 25 from overflow page	1	A		
2599	Totala (Lines 2501 thre 2503 plus 2898) (Line 25 above)	1,000,576	1,051,339		57,090
					- The state of the



Statement as of April 30, 2014 of the PHYSICIANS UNITED PLAN, INC.

			3	
	Covered	Uncovered	Total	Total
Cisims unpaid (less \$0 reinsunance ceded)	93,165,549	of a contract of the contract		72,459,427
Account medical incentive post and bonsis smounts				4,944,580
Unpaid claims solutionest expenses	799,249	وشدود فالكادر ، بذير وجريساية الأوادل الدولوني ال	799,248	739,401
Aggregate health policy reserves, lecturing the liability of \$				
medical has ratio rebata per the Public Heath Service Ad	2,476,350		2,475,350 .	2,524,514
Aggregate are policy reserves				t dar a trade i proprieta de la desta de la defensa de
Property/tesualty encorned premium reserve				processing to the proposition of the first o
Aggregate health dath reservations are accommendation and accommendation of the contraction of the contracti		10A-1201 (10A-1321)		rays-lamaqoy-toticopy sysbures pabara s sa
Promines received in advention management and an accommendation of the contract of the contrac	Layerer reas Deservind de treignes Littlerger i	infact to the first of the property of the contraction for		nylleringsbissemenningsbissesservessa
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	To all the state of the state o	plattiae de volument de verdent de		ne blancheren sepane als abbanes glespend
Het Bellevet tex territy en experience and enter enter enter experience and enter en	es Suppressed in the property of the Control of the	AAL-ANNONESTITLESSTERMONISTER		
Caded reinsurance premiures payable		dyppoint and grave opposition on the second		**************************************
Amounts withheld or petalized for the account of others		aa (B4864) aa 46256 a 1664 a 1684 (1684 a 1684 a 1684 a		or Al language and construction of the state
Remittances and items not afforcised		no de la ciente de l'albandi de la constitució en la constitució e		***************************************
Servered money findings	Transport Company			
Amounts due to papers, substituties and affiliates.				
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*	1 1	The state of the s	f.	**************************************
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Reinsurance in unauthorized and certified (S.,	iki Manan (dan kanyapat) (dan piyancas) (nindapata	· Cupe-weekstaastrickameneerd		Art resides des superagnes est partitions sile
Net adjustments in assets and liabilities due to foreign exchange rates	ma (atopromining a salah pada a salah sala	· ngalfigliffenst a (skusypppedga/foffelju	Angles contrary and second contrary	standing of the set of the set of about the set
Liability for amounts hold under crisistised plans.		profilement stake breeze by Mingsymphones		err sine stocktostostostostostostojes
Aggregate write-ins for other liabilities finducing \$		Denomination	G	
Total labilities (Lines 1 to 23)	105,399,885	on marriage and a second		85,314,92
Aggregate with the for special surplus funds	XX	XXX	1,186,000	Marrier accomplished the day of the foreign
CONTROL SPIES SECTION OF THE PROPERTY OF THE P	xxx	XXX	16	
Preferred such stock		xxx	74,870	74,67
Gross paid in and contributed surplus	xxx	xxx	1 1	9,776,67
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MAIN WARE CO	****	vvv	Contribute and American despectable Particular Particular Contribution	Jeff: through off which a since
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		}	}	
	······································		[97,079,84
	S OF WRITE-INS	1	T	
		ARREST AND A STREET AND ASSESSMENT ASSESSMEN	BHISTINGS SALES STORY SPEECE	Tefore you had read a page passed types of
	an program to believe annor Mitray Abrela Technologie	a delle stalent bles jese y y dy til a del a e e e e e e e e	0	414casas praeto vez-filataron a 1442 co
	na francisco de la compania del compania de la compania del compania de la compania del la compania de la compa	.,		***************************************
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			<u> </u>	Chipmond Introduction with
. Special Suspice for 2014 ACA Fee		l xxx	1,156,000	1
	Unpaid blaims adjustment expenses. Aggregate health policy reserves, including the biblidy of \$	medical ince ratio rebasis per the Public Health Service Act	Unpaid chams adjantment expenses. Aggregate browth policy reserves, including the fields of \$	Urganist claims adjectment expersess

Suspensent as of April 20, 2014 of the PHYSICIANS UNITED PLAN, INC.

STATEMENT OF REVENUE AND EXPENS	NSF	PF	- X	D	N	A	-	٧L	и.	۱-۱	к	F	Œ	ıΤ	1	F	Α	-51	
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		Charren Yo (Prior Year To Date	Prior Year Ended December 31
		Lineovered	2 Yokal	3 Total	4 Total
1. 1	Sember monits	XXX	199,884	208,788	
	to previous knowse Anciding \$ O non-health previous incorne	XXX	163,012,436	190,558,216	
	Charge in uncarned premium reserves and reserve for rate credits.			**************************************	1.11/010/4/2007411
	"eo-for-saving (nel of \$	XXX		5-8-1- 	The Construction of the Property of the Proper
	The statement of the st	XXX	econoreste Established a Contra sectors of	######################################	**************************************
	Aggregate wite-tre for either health care related revenues	XXX	and descriptions are seen of the section of the sec	- management of the control of the c	### ##################################
	All edges also see the later con-local exempt exempts.		A	Consultation reservations	**************************************
		XXX	163,012,438		
	COLI PERFERENCE (LINES 2 IN 7), manufame presentativa manufamental man			190,858,215	
•	al and Madical:		P# ## 040	*******	
	Hospitalineoksi berest	ны аменторияты.	53,842,809		130,288,219
	Citier professional services.	afferentifications of library expensions of and	4,141,739		10,022,171
	CHÁSELE (19641746), esta por forma esta constitución de constitución de la constitución d	an in Lai a — Anggapa yangan samaba (- dalahan pa			12,882,095
	Emergency room and out-of-area	To the state of the title the state of the s	39,484,711	49,003,975	95,496,614
	President Course in the second	gy a nikolijika (nikopa pokljejskoji od polinio (jognej	27,613,746	25,769,954	53,181,832
14.	ingregata wite-its in other hyspital and medical	·			0
15.	inaentive paol, withold edjusiments and tionus amounts	nanalan ay garasa da nan 17 ferbetari et disab	3,234,021		
15.	Stabilial (Lines 9 to 15)		133,620,450	159,793,721	308,815,295
Loss	•				
17.	NET REFERENCE TECCNETIES.		(177,004)		1,068,579
18.	Total hospital and medical (Lines 16 minus 17)		133,797,464	159,406,893	305,746,716
19.	NOT-1145EE COMO (186) CONTROL	manya mandalah samanal samana		ELALETINGUAGE INCOME THE SAME FINE	************
20.	Cidons adjustment expenses, including \$	serves are the transfer belleville to			12,540,349
21.	Separal admitistrative expenses	(peca) gebrikkeptaktyddrad yabigetherlytydau	18,713,549	18,794,989	51,891,896
	increase in reserves for life and accident and health contracts (including				
	S Principle in the composition of the compos	avigatariantonno-entrant 		APTERIOR AND ADDRESS OF THE PERSON NAMED IN COLUMN NAMED IN CO	************
23.	Total underwriting deductions (Lines: 18 through 22)	0	161,570,733	184,386,094	
24.	Net underwilling getin or (loss) (Lines 8 minus 29)	XXX	1,441,763	6,261,221	
25.	Net investment income earned	***************************************	47,357		140,374
29.	Not realized capital gains (looses) less capital gains lax of \$	non-constitution plants	physical and the second	***************************************	then pole and process and pro-
27.	Net investment gains or (losses) (Lines 25 plus 26)				140,374
	Net gain or (loss) from agents' or premium balances charged off (terround recovered \$	are of the first and a second and the	enfracensiellikabilised hilderbook himmerente	ortiges om 1,5° alles å, dende 3,54 gling blygde	Min to Mills 1944 bills on a side class and
29.	Aggragate write-trainfor other income or expenses,		<u></u>		entre contract and a large management of the
	Net income or (loss) after cepiles gains tex and before all other federal income texas (Lines 24 plus 27 plus 26 plus 29)				
31.	Federal and finelign income taxes inclined	XXX		215,000	62,356
32.	Net income (loss) (Lines 30 minus 31)	XXX	1,489,060		4,877,550
	DETAILS OF	WRITELING			
0501.	acroce os	XXX	1	T	T
0602.	merone nome nover consist of the Company of the state of	XXX	audit d'ille en sikt skilbonfe kilkenderse	STATE OF THE PROPERTY OF THE P	
0683.	adia la 1940 - Sanda de Caracteria de la Caracteria de la companio de la companio de la Caracteria de la Car	XXX	hada ef Affic (Amilian's prépaul d'estat (il rare) es	Merca de se francis de la compansión de	Theory of Highly and Anna Square and Anna Anna Anna Anna Anna Anna Anna
	an urbierethe vengenet retail et nemergeaden gebekanteratundenderstreigenische daniesegestete jegengen gegennege von gesperanzung. Diem nemerke mil nemerstellen geseller dem Sauf deren Schause von allem er dan ein	1	***************************************	Imposed construction of the second second	- parladiktru popi) provincenten
	Summary of remaiding write-ins for Line 6 from overflow page				
	Totals (Lines 0601 thru 0603 piles 0698) (Line 6 above)		0		***************************************
9701.	وي المروزي و المادة المراجعة والمدودة و		THE STREET OF STREET	THE CONTRACTOR CONTRACTOR POPULAR	y Anna comparatement to the skyleter ;
0702.	のでは、「ないでは、これでは、これでは、これでは、これでは、これでは、「本人では、「本人では、「大人では、」」」」」「「大人では、「から、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、」」」」」」「「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「大人では、「			Microsoft material and a second	*
0703.	eriaal lähikittissiaan kilitaad ola kilisad ola kilisad ola kasa ola suura ola kilisad ola kilisad kilisad ola kil	XXX	and the control of the section of th	*************************	
	Surray of certaining write-ins for Line T from overflow page			*AMERICAN PROPERTY AND	*****************************
0798.	Totals (Lines 0701 trus 0703 plus 0798) (Line 7 above)	XXX) <u> </u>
1401.	「「「「「「「」」」」」」「「「」」」」「「」」」「「」」「「」」「」「」「」「				
1402.	والمنافئة والمنافئة والمداء والمناف والمناف والمناف والمناف والمناف والمناف والمنافعة		-	·	ir
		1	1	1	t

PHYSICIANS UNITED PLAN, INC. STATEMENT OF REVENUE AND EXPENSES (Continued)

		Current Year	2 Prior Year	3 Prior Year
	CAPITAL AND SURPLUS ACCOUNT	to Cane	To Date	Ended December 31
Į.	Capital and stopkus prior reporting year, , , , , , , , , , , , , , , , , , ,		7,688,609	
34.	Net income or (loss) from Line 32	1,489,060	5,142,571	4,877,558
35.	Charge is valuation basis of aggregate bolicy and claim reserves	anno sududi qaligo maja ornaks e angalid memor	ses (esplicitud appears (per cire)-que par	TITION HARDEN LANGUAGE, MARKET BAY SERVICES
35.	Change in mel unrealized capital gains (asses) less capital gains lax of \$BB		terrore establishment presentations	**************
27.	Change is not unrealized foreign exchange capital gain or (inces)	*************	and the second of the second s	rgik Zirift mapu (i Linguarian janggang dagan i gijak
38.	Change in the deletted knowns too consumer commencement and consumer and consumer construction and consumer a	tyra Witsday, Park Free School Balla Salvader	1012-7-477-60-40-1277-1-1-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	(1,281,875)
39.	Change is considerated assets.	(26.188,172)	(123,774)	
40,	Change in practicalized and carlified references.	a marina magnasipangan sersipagangan ya masipan .	AND ALL AND	antine(EM/Sprinklenmit/GET/*/res
41.	Change in feasing stock	n (#) n de niet als wood gen a will die Talen Greiffe field gebieden.	Marchinester established	***************************************
42.	Charge in stables notes our management of the contraction of the contr	erady ironogo d ddaddy pynaedodynyn odd bylly	مودورو و مودور مناسبه المدار و مادور و برودود	amban elizedo celtes an remocral edizade un ris s
43.	Completive effect of charges in accounting principles	Zeria ya Milia kana da aka maran ara amin'ara	41-11-4 W. W. C.	Therpolity of the foreign the straight of the
44.	Capital charges:			
,	44.1 Рж Вилина вывания порожения постоя по по постоя по постоя по	dictrimentation and remembership	manara - manara manara (a) () - may - manara - ma	4,657
	44.2 Presidented from scriptus (Stock Divident).		4840014 14155 - 1 apaezar de héddia by Xellydga	
	44.3 Transferred to surplus.	terefolgheighterstandsolverierder over	JE Plan to Barby July lake of popy rate ye parçon	adana per mana kanggang pelambagan banggan b
43.	Surplus adjustments:			
	45.1 Paid th	***************************************	f Bijder et anan sevasvi bild desende ser altisk br	Sadistant, Laparena es destrito attatit part
	45.2 Transferes to capital (Stock Dhistond)	***********************************	- Annal spaces in the second of the second o	******************************
	45.3 Transferred from capital and control of the capital and capit	constantes and the Constitution of the pro-		*************************
48.	Divisios to stocktorises	PARTITION SOLD FOR A STABLES SOME SET	Partition page and address on address page or passion,	michaelithiliteithiannsississanich ba
47.	Aggregate with the factor of (Asses) in surplus		Contration of the Contration o	
48.	Net change in capital and surplus (Liues 34 to 47).	(24,899,112)	5,014,797	4,131,808
48,	Capital and surplus and of reporting period (Life 33 plus 48)	(12,934,195)	13,548,406	11,764,917
	DETAILS OF WRITE-INS		·	
4781.	Coraction of Prior Year Non-samilted asset	Egypta (Mary) melyapod (Strict) hand by coming such	antido personal alemandas della Malescaldo del	for a hardige of a grant of a degree or of the degree
4702.	.		*****	prosperovations to see to the second
4703.	. Approximate transportations have been controlled to the controll	-	Elizat [tiporfamoje.cr/perzopposej-csfr.,	
4798.	Submary of reneining write-line for Line 47 from overflow page	. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
4799.	Totals (Lines 4701 thru 4703 plus 4798) (Line 47 above).			,S

Statement are of April 30, 2014 of the PHYSICIANS UNITED PLAN, INC.

CASH FLOW

		1	X	3
		Gumant Year to Date	Prior Year Té Date	Prior Year Ended December 31
	CASH FROM OPERATIONS		***************************************	
1. Pre	niuns colected set of ressurance	146,359,605	169,651,265	387.802.52
2. Net	BESTERN ROCKER	41,522	101,249	148,4
3. Mis	OSKOPOLIS MONTO MARIJAAN ARA MA	NAME AND ADDRESS OF THE PARTY O		
	at flates 1 brough 3 have more recommendation of the contract	148,460,527	169,752,604	367.950.93
5. Ben	is it and loss folisted payments.	148,626,208		294,645,97
8. Not	transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts			
	ministions, accenses paid and expression wite ine for deductions	!	28.864.410	65 031 9
ä, Divi	conspect to postables.	CONTRACTOR STREET	History Markey Development	
	ieral and foreign income taxes paid (recovered) net of \$0 tax on capital gains (coses),	,	375.000	589.91
	el (Lines & Chresph I)			
	cash from operations (Line 4 minus Line 10).			
	CASH FROM INVESTMENTS		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
12. Pro	coods from investments sold, matured or repaid:			
	Bonds and an arrange of the second se	78.714	50,000	756.9
	5 States - Marie Company Company and Compa		was the same of th	
	3 Ucrissos iceris			The state of the s
	Red seate		manufalliance fire of All School or t	
	6 Other invested 855pts,		W. M. DANIEL OF THE PROPERTY LAND	Herrydar her far a transfer and the standard of
	5 Net pakes or (kases) on cash, cash equivalents and short-term investments.	-preference with the country of	er righty magneticans and partitional Miller	http://www.peipelana.com/com/co
12.7			parage and the first play physical and the	15-4-5/1800P19190291499978P
	5 Total Investment proceeds (Lines 12.1 to 12.7)	78.714	50.000	756.3
	r of misspuedia scarisac flour-felix cup);	rorristantom comeri Sigi (4	amemiarrage surseine Plégistible	
			4505	
	DOMES - DESCRIPTION OF THE CONTROL O		1,985	79,8
	2 Sports	1	***************************************	defect produces whose a line began year
	3 MONTES COMPONIA CONTROL CONT	1	A faces teachers budgles better better better better	\$
	Residential and a second and a second and the secon	***************************************	*****************************	P7-47-87-811-91-41-6-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4
13.			***************************************	Harry Court Control to Labor States
	Miscalanaous applications		<u> </u>	Asset Kink to serve and and
	7 Total investigants acquired (Lines 13.1 to 13.5)	F		
	increase or (decrease) in contract loans and premium notes	1	U-1-01-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
15. Net	cash from investments (Line 12.8 minus Line 13.7 and Line 14)	78,714	48,015	076,3
	CASH FROM FINANCING AND MISCELLANEOUS SOURCES			
16. Cas	sh provided (espiliad):			
16.	1 Suplus toliss, capital notes	4.164 m granden I rhette mer - 11.14m	17/45/00717447 194474944444444444444444444444444444444	**************************************
16.	2 Cepital and paid in surplus, less treasury stock		· to marked and the distribution of the collection of the collecti	40
16,	3 Всятивес SundSummercum принценения принценени		I A real agraphical residents and constitution of the first	erretarrenserapus selse kelepa
16.	4 Net deposits on deposit-type contracts and other insurance liabilities		Ittimodelessonidado es Ree	->
16.	5 Disklanda ka studioslasta		e ver much veget in many weeks to the unique	
16.	6 Other costs provided (applied)	(1,386,578	125,400	
17. Ne	i cash from Searcing and miscellaneous scoress (Lines 18.4 through 16.4 minus Line 16.5 plus Line 18.6)	(1,386,576	1	
REC	ONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS			
	t change in cash, cash equivalents and short-tarm invastments (Line 11 plus Line 15 plus Line 17)	/30 185 745	M9 359 047	9 542 5
	sh, cash equivalents and short-term investments:		Samuel Salameteral	
	•	.]35,197,233	26,353,292	000000
		1		
7.01.	2 End of period (Line 18 plus Line 19.1)	†	7,006,345	35,197,2

		T T	Could S. Machani		5	- B	1	R	E	0.
	Tolet	Trailificial	Group	Medican	, gege	Darida	Federal Employees Heelth Bansia Plan	Title XVIII	Title XIX Medicald	(2)
Total Kembers at End of:								PPA-SPASSON AND APPA		
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2 Hal Quita Contraction of the C	818.878	Personal Physical Resistance of the Personal Company	the state of the substitute of the state of	a page property rest 144 distributions	والمادرون وحديث ومعارية والمادورة	elle secure des secucios con montes de la constante de la cons	ar same many contently specified particularities	A9,876	A THE PROPERTY OF THE PARTY OF	September of Manager's weed of the service of the
3 SHIRA QUEREPRONENTIAL CONTRACTOR CONTRACTO	49,880	* Parcel Treampres of rate of region of the stand	dermit fallmisters est essessive va costess site to	مايمون بأن مسواله جوارة وكالمدمور تمايدات وليامة	- Chap to Constitute and Special marilly maked with the co-	libra me year (161) ann a dermana a describe de 166 te	- whiches are seedborn as displantations	49,980	THE STATE OF THE S	・ 1 年 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日
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5. Cured Yeal Annual Control of the	O CONTRACTOR OF THE PARTY OF TH	a traphage and the form and the day of the price of the	The Tankille The College States of the Colle	The second of th	Charles and the child of the charles are not one	A CONTRACTOR OF THE PROPERTY O	To stay to what it was stay to be a stay on the stay of the stay o	A CHANGE OF THE PROPERTY OF THE PARTY OF THE	* And the control of	
& Current Year Member Months	150 SS4	And the state of t	and Westernament by desire the company of	W height brown yn ei feant e wat brown fan de generale an e	Andread and a basel built to on destinate	0 154 1 144 (277 to) to many (1 144 477 p. 1 144 and A. 1 144		199.8%		Commence of the state of the st
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12. Houth Presidens William (6)	383,012,436	- martine at the contract of the party of the contract of the	de i je maneka aneka aneka da 1916 pe je doši na prije	T Vapone or a parket proper violed da un 1994.	Vanish de la company de la com	South Company of the State of t	1) The land things are proposed productive trials		Value of the state	what he's specifically serbfaced than Areb
13. Un Propins Distances inventoring	Democrate or price as proved by second state of	on the present the state of the	s ferfest before a tengen to the second second	Schalarticalistica augmanidat	Almana Addin dalam manana manana magamana an	disatosisalismin dipojin disabbono	* Interpretational Harmonian	Mar energies and Aphiliance of the Control of the C	the first and stablishing a separation.	***************************************
14. Papety Kexieky Prenkans Widen	Proposition of the last of the	of the sections of the sections of the section of t	Economics and the second secon	Maranta ta tartimota almana araber	elenis ile gladia d'unignessa, i chi effente	ad and and trade contemporates for games to the	a) y y man ner damma pal yand limby a manay da ya fin biba lin		Personal system of the stable states by the stable states of	rios Looks on a parking on François and Van
15. Heall Peruling Edited was marked measurement		phytothelitra are designed in an autobit of	hal erinees beginnen menerale beginnen.	artines in the seculosistem commendates and in the	to death dereck to the second	معدداه وتساعاتها تداوياتها والمواطئة سيؤوك	te abolo pahidoppe perometer perometer	163,012,438	les des estados de la completa del la completa de la completa del la completa de la completa del la completa de la completa della completa della completa della completa della completa della completa de	A party to a section of the second section of the second section secti
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17. Annual Pald for Provision of Health Care Services	112,914,329	* Alertalbasivjälätytäjäjän 1910-istaan	THE CONTRACTOR OF THE PROPERTY	ANCEL STATES OF THE PERSON OF	And the lord open the state of	edje tje nje sa tik i poprepreme jeki i Bolike in	ad e destable ser Jetts torques servicibility (etc.) order		Philippedanación de les manación de la companiente del companiente de la companiente	1943年 - 1945年
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(a) For health premiums writers. Amount of Weddone Tide XVIII exempt from



OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY COMMISSIONER

CONSENT TO ORDER OF REHABILITATION OR LIQUIDATION

IT IS HEREBY agreed as follows:

- PHYSICIANS UNITED PLAN, INC., (hereinafter referred to as "RESPONDENT"), is a Florida corporation authorized to transact business as a health maintenance organization in the State of Florida.
- 2. Through the Resolution of the Directors of RESPONDENT, attached hereto as Exhibit "A," RESPONDENT admits that unless a capital infusion of thirty million U.S. Dollars (\$30,000,000) is contributed to the surplus by 12:00 pm Tuesday, June 3, 2014, grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation (herein after referred to as the "DEPARTMENT"), as Receiver of RESPONDENT for the purpose of Rehabilitation or Liquidation pursuant to Sections 631.051(1) and 631.061(1), Florida Statutes.
- 3. Upon the non-occurrence of the capitalization requirement in peragraph two (2) above and pursuant to Section 631.051(1) and 631.061(1), Florida Statutes, RESPONDENT consents to the entry of an Order, on Tuesday, June 3, 2014, appointing the DEPARTMENT as Receiver and acknowledges that the DEPARTMENT may apply to the Court for an Order of Rehabilitation or Liquidation, at the sole discretion of the DEPARTMENT. RESPONDENT further agrees that the DEPARTMENT shall have the sole discretion to determine whether

Page 1 of 5

EXHIBIT B

RESPONDENT shall be placed into rehabilitation or liquidation. In the event that the DEPARTMENT initially obtains an Order appointing it as Receiver of RESPONDENT for purposes of Rehabilitation, the RESPONDENT further consents to the DEPARTMENT obtaining a subsequent Order appointing the DEPARTMENT as Receiver for the purposes of Liquidation, should the DEPARTMENT, at any time and in its sole discretion, determine that Rehabilitation of Respondent is not feasible.

- 4. RESPONDENT expressly waives any right to notice, a hearing or further proceedings of any kind and to an appeal in the event that the DEPARTMENT determines that the Rehabilitation of the RESPONDENT is not feasible, and that Liquidation of RESPONDENT is necessary.
- 5. RESPONDENT acknowledges that it has executed this Consent to Order of Rehabilitation or Liquidation voluntarily and of its own accord, having had the opportunity to consult counsel of its choosing, and has not been threatened or coerced to execute this consent by the Department of Financial Services, Florida Office of Insurance Regulation, or any other individual or entity.
- 6. The RESPONDENT and its President, Imitaz Haseeb Sattaur further agree that in the event it is deemed necessary by the DEPARTMENT in its sole discretion, imitaz Haseeb Sattaur will voluntarily make a personal appearance, without the necessity of service of a subpoena or any other type of process, in the Circuit Court in and for Leon County, Florida to offer sworn testimony regarding the execution of this Consent to Order of Rehabilitation or Liquidation.
- 7. This Consent to Order of Rehabilitation or Liquidation, including Exhibit A, are null and void upon RESPONDENT's capital infusion of thirty million U.S. Dollars (\$30,000,000) contributed to RESPONDENT's surplus on or before 12:00 pm on Tuesday, June

3, 2014. The deadlines set forth in this Consent to Order of Rehabilitation or Liquidation may be extended by the OFFICE in and/or the DEPARTMENT in their sole discretion

[Remainder of this Page Intentionally Left Blank]

By execution hereof PHYSICIANS UNITED PLAN, INC. consents to the appointment of DEPARTMENT OF FINANCIAL SERVICES as receiver for purposes of Rehabilitation or Liquidation, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind PHYSICIANS UNITED PLAN, INC. to the terms and conditions above.

Corporate Seal	PHYS)	ICIANS UNITED PLAN, INC.
Witness	Ву:	Initiaz Haseeb Sattaur, President
Witness Witness	Date:	4/16/14
	Ву:	Dr. Samseer Sand, Chairman
	Date:	- 416/14
STATE OF <u><u><u></u><u><u></u><u><u></u><u><u></u><u><u></u> <u><u></u><u><u></u> <u> </u></u></u></u></u></u></u></u></u>		7
COUNTY OF Ordage		
The foregoing instrument was acknowledge	e before	rac this 10 day of 127-1, 2014
by Trit or Escal Strate (Name of Person)		(Type of Authority - e.g. officer, trustee, attorney-in-fact)
for PHYSICIANS UNITED PLAN, INC. (Company Name)		
JODI L TUCKER		and I Tuster
MY COMMISSION # EE013850 EXPIRES August 02, 2014 (47) 1016-0155 Finite Add on Scripts Lein		(Signauly of the Notary)
		(Print, Type: or Stamp Commissioned Name of Notary)
Personally Known X OR Produced to	lentifica	tion
Type of Identification Produced	*********************************	

STATE OF <u>Florida</u>	
COUNTY OF Stands	
The foregoing instrument was acknowledge bet	fore me this 16 day of 1951 2014
by Mr. Sandsag Society as	(Type of Aughority - e.g. officer, sustee, stierney-in-fisel)
for PHYSICIANS UNITED PLAN, INC. (Company Name)	
JODI L TUCKER MY COMMISSION # EE013850 EXPIRES AUGUST 02, 2014	(Signatio of the Notary)
16077588-0165 Particularly/Scriptus.com	(Print, Type or Stamp Commissioned Name of Notary)
Personally Known OR Produced Identi	fication
Type of Identification Produced	

resolution of the directors of physicians united plan, inc

The undersigned, being the Directors of Physicians United Plan, inc. (the "Company"), hereby certify that the following is a true and correct copy of a resolution adopted at a meeting of the Directors of the Company:

RESOLVED, that the Board of Directors of the Company consent to the entry of an Order Appointing the Florida Department of Financial Services (the "Department") as Receiver for purposes of Rehabilitation if the Company does not obtain a capital infusion in the amount of thirty million U.S. Dollars (\$30,000,000) by 12:00 pm June 3, 2014, to capitalize the Company. The Board of Directors of the Company acknowledge that upon the non-occurrence of capitalization required in the amount of thirty million U.S. Dollars (\$30,000,000) by 12:00 pm June 3, 2014, the Company is insolvent within the meaning of Section 631.051(1), Florida Statutes. The Board of Directors of the Company further agree that the Department may subsequently submit an Order Appointing the Department as Receiver for Liquidation should the Department determine in its sole discretion that rehabilitation of the Company is no longer feasible.

FURTHER RESOLVED, that the President of the Company is hereby authorized to execute any and all consent agreements or other documents on behalf of Physicians United Plan, Inc. to obtain entry of an Order for Rehabilitation or Liquidation and is authorized to take any and all additional actions deemed nacessary or appropriate by the Department to effectuate the forgoing or to comply with such an Order Without further approval of the Directors and majority shareholders.

Dated this __ day of April, 2014.

DIRECTORS OF PHYSICIAMS UNITED PLAN, INC.

للمعميم

Dr. Rohini Bajaj

Dr. Sandeep Baja

Michael Joseph Barimo

Imtiaz Hasakia Sattaor

Bein F. Ester

Dennis Sebastian Agliano

Rudolph-Gil

EXHIBIT A



OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY COMMISSIONER

CONSENT TO ORDER OF REHABILITATION OR LIQUIDATION

IT IS HEREBY agreed as follows:

 PHYSICIANS UNITED PLAN, INC., (hereinafter referred to as "RESPONDENT"), is a Florida corporation authorized to transact business as a health maintenance organization in the State of Florida.

2. Through the Resolution of the Directors of RESPONDENT, attached hereto as Exhibit "A," RESPONDENT admits that unless a capital infusion of thirty million U.S. Dollars (\$30,000,000) is contributed to the surplus by 12:00 pm Tuesday, June 3, 2014, grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation (herein after referred to as the "DEPARTMENT"), as Receiver of RESPONDENT for the purpose of Rehabilitation or Liquidation pursuant to Sections 631.051(1) and 631.061(1), Florida Statutes.

3. Upon the non-occurrence of the capitalization requirement in paragraph two (2) above and pursuant to Section 631.051(1) and 631.061(1), Florida Statutes, RESPONDENT consents to the entry of an Order, on Tuesday, June 3, 2014, appointing the DEPARTMENT as Receiver and acknowledges that the DEPARTMENT may apply to the Court for an Order of Rehabilitation or Liquidation, at the sole discretion of the DEPARTMENT. RESPONDENT further agrees that the DEPARTMENT shall have the sole discretion to determine whether

Page 1 of 5

RESPONDENT shall be placed into rehabilitation or liquidation. In the event that the DEPARTMENT initially obtains an Order appointing it as Receiver of RESPONDENT for purposes of Rehabilitation, the RESPONDENT further consents to the DEPARTMENT obtaining a subsequent Order appointing the DEPARTMENT as Receiver for the purposes of Liquidation, should the DEPARTMENT, at any time and in its sole discretion, determine that Rehabilitation of Respondent is not feasible.

- 4. RESPONDENT expressly waives any right to notice, a hearing or further proceedings of any kind and to an appeal in the event that the DEPARTMENT determines that the Rehabilitation of the RESPONDENT is not feasible, and that Liquidation of RESPONDENT is necessary.
- 5. RESPONDENT acknowledges that it has executed this Consent to Order of Rehabilitation or Liquidation voluntarity and of its own accord, having had the opportunity to consult counsel of its choosing, and has not been threatened or coerced to execute this consent by the Department of Financial Services, Florida Office of Insurance Regulation, or any other individual or entity.
- 6. The RESPONDENT and its President, Imtiaz Haseeb Sattaur further agree that in the event it is deemed necessary by the DEPARTMENT in its sole discretion, Imtiaz Haseeb Sattaur will voluntarily make a personal appearance, without the necessity of service of a subpoena or any other type of process, in the Circuit Court in and for Leon County, Florida to offer sworn testimony regarding the execution of this Consent to Order of Rehabilitation or Liquidation.
- 7. This Consent to Order of Rehabilitation or Liquidation, including Exhibit A, are null and void upon RESPONDENT's capital infusion of thirty million U.S. Dollars (\$30,000,000) contributed to RESPONDENT's surplus on or before 12:00 pm on Tuesday, June

3, 2014.	The deadlines	set forth in	this Consent	to Order	of Rehabilit	ation or Liqui	dation may be
extended	by the OFFIC	E in and/or	the DEPART	MENT is	n their sole d	liscretion	

[Remainder of this Page Intentionally Left Blank]

By execution hereof PHYSICIANS UNITED PLAN, INC. consents to the appointment of DEPARTMENT OF FINANCIAL SERVICES as receiver for purposes of Rehabilitation or Liquidation, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind PHYSICIANS UNITED PLAN, INC. to the terms and conditions above.

Corporate Seal	PHYSI	CIANS UNITED PLAN, INC.			
F. Q. Witness	Ву:	Imtiaz Haseeb Sattaur, President			
Witness Winess	Date:	4/16/14			
	Ву:	Dr. Sandeep Jakaj, Chairman			
	Date:	4/16/14			
STATE OF Florida		1 1 .			
COUNTY OF Orange					
The foregoing instrument was acknowledge	e before	me this 16 day of 1251. 2014			
by Intiazhech Saltager (Name of Person)	-wide-val-de-v-qu-a-y-	(Type of Authority - e.g. officer, trustee, attorney-in-fact)			
for PHYSICIANS UNITED PLAN, INC. (Company Name)					
JODI L TUCKER		adi I Tuden			
MY COMMISSION # EE013950 EXPIRES August 02, 2014		(Signature of the Notary)			
(407) 398-0163 Florida Nutriny Service.com		(Print, Type or Stamp Commissioned Name of Notary)			
Personally Known X OR Produced Identification					
Personally Known X OR Produced Id	lentificat	ion			

STATE OF Florida	
COUNTY OF Orange	
The foregoing instrument was acknowledge before me	,
by <u>Nr. Scales</u> <u>Deigo</u> as (Name of Person)	Type of Authority - e.g. officer, trustee, attorney-in-fact)
for PHYSICIANS UNITED PLAN, INC. (Company Name)	
JODI L TUCKER MY COMMISSION # EE013850	Ledi I Tucku
EXPIRES August 02, 2014 (407) 388-0153 FlandsNovanyService.com	Print, Type or Stamp Commissioned Name of Notary)
Personally Known X OR Produced Identification	•
Type of Identification Produced	

RESOLUTION OF THE DIRECTORS OF PHYSICIANS UNITED PLAN, INC.

The undersigned, being the Directors of Physicians United Plan, inc. (the "Company"), hereby certify that the following is a true and correct copy of a resolution adopted at a meeting of the Directors of the Company:

RESOLVED, that the Board of Directors of the Company consent to the entry of an Order Appointing the Florida Department of Financial Services (the "Department") as Receiver for purposes of Rehabilitation if the Company does not obtain a capital infusion in the amount of thirty million U.S. Dollars (\$30,000,000) by 12:00 pm June 3, 2014, to capitalize the Company. The Board of Directors of the Company acknowledge that upon the non-occurrence of capitalization required in the amount of thirty million U.S. Dollars (\$30,000,000) by 12:00 pm June 3, 2014, the Company is insolvent within the meaning of Section 631.051(1), Florida Statutes. The Board of Directors of the Company further agree that the Department may subsequently submit an Order Appointing the Department as Receiver for Liquidation should the Department determine in its sole discretion that rehabilitation of the Company is no longer feasible.

FURTHER RESOLVED, that the President of the Company is hereby authorized to execute any and all consent agreements or other documents on behalf of Physicians United Plan, Inc. to obtain entry of an Order for Rehabilitation or Liquidation and is authorized to take any and all additional actions deemed necessary or appropriate by the Department to effectuate the forgoing or to comply with such an Order without further approval of the Directors and majority shareholders.

Dated this ___ day of April, 2014.

DIRECTORS OF PHYSICIANS UNITED PLAN, INC.

Dr. Sandeep Baja), Chairn

Dr. Rohini Balai

Michael Taranth Barima

imtiaz Haseeb Sattaur

Kevin Patrick Enterlein

Dennis Sebastian Agliano

Rudolph Guy Molse

EXHIBIT A

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA

State of Florida, ex rel., the DEPARTMENT OF FINANCIAL SERVICES of The State of Florida,

Relator,		
VS.	CASE NO:	
PHYSICIANS UNITED PLAN, INC.,		
Respondent,		
/		

CONSENT ORDER APPOINTING THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES AS RECEIVER FOR PURPOSES OF IMMEDIATE REHABILITATION AND AUTOMATIC LIQUIDATION EFFECTIVE JULY 1, 2014, INJUNCTION AND NOTICE OF AUTOMATIC STAY

THIS CAUSE was considered on the Petition of the State of Florida, Department of Financial Services (hereinafter the "DEPARMTENT") for entry of an Order of Immediate Rehabilitation and Automatic Liquidation Effective July 1, 2014, of PHYSICIANS UNITED PLAN, INC., (hereinafter the "RESPONDENT"). The Court, having reviewed the pleadings of record, and otherwise being fully informed in the premises finds that:

- 1. This Court has jurisdiction pursuant to Section 631.021(1), Florida Statutes, and venue is proper pursuant to Section 631.021(2), Florida Statutes.
- 2. The RESPONDENT is a Florida corporation authorized to transact business as a health maintenance organization in the State of Florida since July 29, 2005. The RESPONDENT's principal place of address is located at 8427 Southpark Circle, Suite 500, Orlando, Florida 32819.
- 3. Section 631.021(3), Florida Statutes, provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of

liquidating, rehabilitating, reorganizing, or conserving an insurer.

- 4. Sections 631.031 and 631.061(1), Florida Statutes, authorize the DEPARTMENT to petition this Court for an order directing it to liquidate a domestic insurer upon the existence of any grounds specified in Section 631.051, Florida Statutes, or if an insurer is or is about to become insolvent. Further, Section 631.025, Florida Statutes, authorizes the DEPARTMENT to initiate delinquency proceedings against any insurer if the statutory grounds are present as to that insurer.
- 5. Pursuant to Section 631.031(1), Florida Statutes, by letter dated June 3, 2014, Kevin McCarty, Commissioner of the Florida Office of Insurance Regulation (hereinafter the "OFFICE"), advised Florida's Chief Financial Officer, Jeff Atwater that the OFFICE concluded grounds existed for the initiation of delinquency proceedings against the RESPONDENT.
- 6. On April 16, 2014, the RESPONDENT consented to the appointment of the DEPARTMENT as Receiver for purposes of rehabilitation or liquidation pursuant to Sections 631.051(1), 631.051(11) and 631.061, Florida Statutes, and waived all rights to contest or appeal any further proceedings concerning same.
- 7. Sections 631.051(11) and 631.061, Florida Statutes, authorize the DEPARTMENT to petition this Court for an Order directing it to rehabilitate or liquidate a domestic insurer upon grounds that the insurer has consented to such an order through the majority of its directors, stockholders, members or subscribers.
- 8. In addition to the consent pursuant to Section 631.051(11), Florida Statutes, the RESPONDENT is insolvent within the meaning of 631.011(14), Florida Statutes. Accordingly, grounds exist pursuant to Sections 631.051(1), 631.051(3) and 631.061 for entry of an Order appointing the DEPARTMENT as Receiver for purposes of immediate rehabilitation and

providing for an automatic liquidation date of 12:01 a.m. EST on July 1, 2014.

9. Pursuant to Sections 631.051 and 631.061, Florida Statutes, and the RESPONDENT's consent to rehabilitation and liquidation, this Court finds that it is in the best interests of the RESPONDENT, its creditors and its members that the relief requested in the DEPARTMENT's Petition be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED as follows:

- 10. The Department of Financial Services of the State of Florida shall be and is hereby appointed Receiver of the RESPONDENT for purposes of rehabilitation, effective immediately, and to liquidate the RESPONDENT effective 12:01 a.m. on July 1, 2014 without further order of this Court.
 - 11. The Receiver shall be authorized and directed to:
- A. Take immediate possession of all the property, assets, and estate, and all other property of every kind whatsoever and wherever located belonging to the RESPONDENT pursuant to Sections 631.111 and 631.141, Florida Statutes, including but not limited to: offices maintained by the RESPONDENT, rights of action, books, papers, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, wherever situate and however titled, whether in the possession of the RESPONDENT or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates and all real property of the RESPONDENT, wherever situate, whether in the possession of the RESPONDENT or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates or other persons.
 - B. Liquidate the assets of the RESPONDENT effective 12:01 a.m. EST on

- July 1, 2014, including but not limited to, funds held by the RESPONDENT's agents, subagents, producing agents, brokers, solicitors, service representatives or others under agency contracts or otherwise which are due and unpaid to the RESPONDENT, including premiums, unearned commissions, agents' balances, agents' reserve funds, and subrogation recoveries.
- C. Employ and authorize the compensation of legal counsel, actuaries, accountants, clerks, consultants, and such assistants as it deems necessary, purchase or lease personal or real property as it deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of the RESPONDENT in the possession of the Receiver or coming into its possession.
- D. Reimburse such employees, from the funds of this receivership, for their actual necessary and reasonable expenses incurred while traveling on the business of this receivership.
- E. Not defend or accept service of process on legal actions wherein the RESPONDENT, the Receiver, or the insured is a party defendant, commenced either prior to or subsequent to the Order, without authorization of this Court; except, however, in actions where the RESPONDENT is a nominal party, as in certain foreclosure actions, and the action does not affect a claim against or adversely affect the assets of the RESPONDENT, the Receiver may file appropriate pleadings in its discretion.
- F. Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding.
- G. Collect all debts which are economically feasible to collect which are due and owing to the RESPONDENT.

- H. Deposit funds and maintain bank accounts in accordance with Section
 631.221, Florida Statutes.
- I. Take possession of all of the RESPONDENT's securities and certificates of deposit on deposit with the Chief Financial Officer of Florida or any similar official of any other state, if any, and convert to cash as much as may be necessary, in its judgment, to pay the expenses of administration of this receivership.
- J. Publish notice specifying the time and place fixed for the filing of claims with the Receiver once each week for three consecutive weeks in the Florida Administrative Weekly published by the Secretary of State, and at least once in the Florida Bar News and to publish notice by similar methods in all states where the RESPONDENT may have transacted business.
- K. Negotiate and settle subrogation claims and final judgments without further order of this Court.
 - L. Sell any salvage recovered property without further order of this Court.
- M. Coordinate the operation of the Receivership with any affected guaranty association. The Receiver may in its discretion, contract with the appropriate guaranty association to provide services as are necessary to carry out the purposes of Chapter 631.
- N. Give notice of this proceeding to the RESPONDENT's agents pursuant to Section 631.341, Florida Statutes, and to its insureds, if any.
- O. For purposes of this Order, the term "affiliate" shall be defined in accordance with Section 631.011(1), Florida Statutes.
- P. The Receiver is granted all of the powers of the RESPONDENT's directors, officers, and managers, whose authority is hereby suspended, except as such powers

are re-delegated in writing by the Receiver. The Receiver has full power to direct and manage the affairs of the RESPONDENT, to hire and discharge employees, and to deal with the property and business of the RESPONDENT.

- Q. The Receiver is authorized to update its records to incorporate change of address information for an interested individual/entity (eg. agent, claimant, creditor, policyholder, subscriber) if the Receiver determines that there has been a change of address for an interested individual/entity. The Receiver is authorized to use change of address information for future mailings.
- R. The Receiver is authorized to transfer unclaimed funds to the unclaimed property unit(s) of the states(s) reflected in the claimants' last address of record in the Receiver's files.
- S. Apply to this Court for further instructions in the discharge of its duties as the Receiver deems necessary.
- T. The Receiver is authorized to dispose of and destroy obsolete and unneeded records pursuant to Section 631.171(10), Florida Statutes.

IT IS FURTHER ORDERED AND DIRECTED:

12. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of RESPONDENT and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the RESPONDENT's affairs or the affairs of its affiliates shall be required to fully cooperate with the Receiver, pursuant to Section 631.391, Florida Statutes, notwithstanding the provisions of the above paragraph. Any person who fails to

cooperate with the Receiver, interferes with the Receiver, or fails to follow the instructions of the Receiver, may, at the Receiver's discretion, be excluded from the RESPONDENT's business premises.

- 13. Title to all property, real or personal, all contracts, rights of action and all books and records of the RESPONDENT, wherever located, is vested in the Receiver pursuant to Sections 631.111 and 631.141, Florida Statutes.
- 14. All officers, directors, trustees, administrators, agents and employees and all other persons representing the RESPONDENT or currently employed or utilized by the RESPONDENT in connection with the conduct of its business are discharged forthwith; provided, however, the Receiver may retain such persons in the Receiver's discretion.
- 15. All attorneys employed by the RESPONDENT as of the date of the Order, within ten (10) days notice of the Order, are required to report to the Receiver on the name, company claim number and status of each file they are handling on behalf of the RESPONDENT. Said report shall also include an accounting of any funds received from or on behalf of the RESPONDENT. All attorneys employed by the RESPONDENT shall be discharged as of the date of the Order unless their services are retained by the Receiver. All attorneys employed by the RESPONDENT shall be advised that pursuant to Section 631.011(21), Florida Statutes, a claim based on mere possession does not create a secured claim and all attorneys employed by the RESPONDENT, pursuant to In Re the Receivership of Syndicate Two, Inc., 538 So.2d 945 (Fla. 1st DCA 1989), who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of the RESPONDENT shall be required to deliver such litigation files, material, documents or records intact and without purging to the Receiver, on request, notwithstanding any claim of a retaining

lien which, if otherwise valid, shall not be extinguished by the delivery of these documents.

- 16. All agents, brokers or other persons having sold policies of insurance and/or collected premiums on behalf of the RESPONDENT shall be required to account for and pay all premiums and commissions unearned due to cancellation of policies by the Order or in the normal course of business owed to the RESPONDENT directly to Receiver within 30 days of demand by the Receiver or appear before this Court to show cause, if any they may have, as to why they shall not be required to account to the Receiver or be held in contempt of Court for violation of the provisions of the Order. No agent, broker, premium finance company or other person shall use premium monies owed to the RESPONDENT for refund of unearned premium or for any purpose other than payment to the Receiver.
- 17. Any premium finance company which has entered into a contract to finance a premium for a policy which has been issued by the RESPONDENT shall be required to pay any premium owed to the RESPONDENT directly to the Receiver.
- 18. Reinsurance premiums due to or payable by the RESPONDENT shall be remitted to, or disbursed by, the Receiver. Reinsurance losses recoverable or payable by the RESPONDENT shall be handled by the Receiver. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary.
- 19. Upon request by the Receiver, any company providing telephonic services to the RESPONDENT shall be required to provide a reference of calls from the number presently assigned to the RESPONDENT to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership.
 - 20. Any bank, savings and loan association, or other financial institution which has on

deposit, in its possession, custody or control any funds, accounts and any other assets of the RESPONDENT, shall be required to immediately transfer title, custody and control of all such funds, accounts and other assets to the Receiver. The Receiver shall be authorized to change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution, or take any lesser action necessary for the proper conduct of this receivership. No bank, savings and loan association or other financial institution shall be permitted to exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

- 21. Any entity furnishing telephone, internet, water, electric, sewage, garbage or trash removal services to the RESPONDENT shall be required to maintain such service and transfer any such accounts to the Receiver as of the date of the Order, unless instructed to the contrary by the Receiver.
- 22. Any information technology service provider or data processing service which has custody or control of any data processing information and records including but not limited to source documents, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information relating to the RESPONDENT is directed to transfer custody and control of such records to the Receiver. The Receiver shall be authorized to compensate any such entity for the actual use of hardware and software and/or other information technology related services, which the Receiver finds to be necessary to this proceeding. Compensation should be based upon the monthly rate provided for in contracts or leases with the RESPONDENT which was in effect when this proceeding was instituted, or based upon such contract as may be negotiated by the Receiver, for the actual time such equipment and software

is used by the Receiver. Any past due or pending balances due from the RESPONDENT shall be processed as claims against the estate, and shall not be a basis for withholding the services contemplated in this Paragraph.

- 23. The United States Postal Service shall be directed to provide any information requested by the Receiver regarding the RESPONDENT and to handle future deliveries of the RESPONDENT's mail as directed by the Receiver.
- 24. All claims shall be filed with the Receiver on or before 11:59:59 p.m. EST, on the date of one year following the entry of this Order, or be forever barred, and all such claims shall be filed on proof of claim forms prepared by the Receiver.
- 25. In order to assure the validity of claim assignments, to assure that the processing of assignments does not create an undue burden on estate resources, and to assure that assignment decisions are made using the best information available, the Receiver shall not recognize or accept any assignment of claim by the claimant of record unless the following criteria are met:
 - A. A distribution petition has not been filed with this Court;
- B. The Receiver has been provided with a properly executed and notarized assignment of claim agreement entered into between the parties; and
- C. The Receiver has been provided with a properly executed and notarized Receiver's Assignment of Claim Change Form and required supporting documentation.
- D. The Receiver's Assignment of Claim Change Form shall contain an acknowledgement by the claimant, or someone authorized to act on behalf of the claimant, that:
 - 1) The claimant is aware that financial information regarding claims

distributions and payments published on the Receiver's website or otherwise available can assist the claimant in making an independent and informed decision regarding the sale of the claim;

- 2) The claimant understands that the purchase price being offered in exchange for the assignment may differ from the amount ultimately distributed in the receivership proceeding with respect to the claim;
- 3) It is the claimant's intent to sell their claim and have the Receiver's records be permanently changed to reflect the new owner; and
- 4) The claimant understands that they will no longer have any title, interest, or rights to the claim including future mailings and distributions if they occur.
- 26. All executory contracts to which the RESPONDENT was a party shall be cancelled and stand cancelled as of the liquidation date of 12:01 a.m. EST on July 1, 2014, unless specifically adopted by the Receiver within ninety (90) days of the liquidation date or from the date of the Receiver's actual knowledge of the existence of such contract, whichever is later. "Actual knowledge" means the Receiver has in its possession a written contract to which the RESPONDENT is a party, and the Receiver has notified the vendor in writing acknowledging the existence of the contract.

Further, the Receiver shall have the authority to do the following:

- 1) Pay for services provided by any of the RESPONDENT's vendors, in the ninety (90) day period prior to assuming or rejecting the contract, which are necessary to administer the receivership estate;
- 2) Once the Receiver determines the RESPONDENT's vendor is necessary in the continued administration of the receivership estate for a period to exceed the

ninety (90) days from the liquidation date, or from the date of Receiver's actual knowledge of such contract, whichever is later, the Receiver may make minimal modifications to the terms of the contract, including, but not limited to, the expiration date of the agreement, the scope of the services to be provide, and/or the compensation to be paid to the RESPONDENT's vendor pursuant to the contract. "Minimal modifications" shall mean any minimum alteration made to the contract in order to adapt to the new circumstances of the receivership estate. In no event will any minimal modification be construed as the Receiver entering into a new contract with the RESPONDENT's vendor.

Any vendor, including but not limited to, any and all employees / contractors of RESPONDENT, claiming the existence of a contractual relationship with the RESPONDENT shall provide notice to the Receiver of such relationship. This notice shall include any and all documents and information regarding the terms and conditions of the contract, including a copy of the written contract between the vendor and the RESPONDENT, if any, what services or goods were provided pursuant to the contract, any current, future and/or past due amounts owing under the contract, and any supporting documentation for third party services or goods provided. Failure to provide the required information may result in vendors' contractual rights not being recognized by the Receiver. The rights of the parties to any such contracts are fixed as of the date of the Order and any cancellation under this provision shall not be treated as an anticipatory breach of such contracts.

27. All affiliated companies and associations shall make their books and records available to the Receiver (including electronic records), to include all records located in any premises occupied by said affiliate, whether corporate records or not, and to provide copies of any records requested by the Receiver whether or not such records are related to the

RESPONDENT. The Receiver shall have title to all policy files and other records of, and relating to the RESPONDENT, whether such documents are kept in offices occupied by an affiliate company or any other person, corporation, or association. The Receiver shall be authorized to take possession of any such records, files, and documents, and to remove them to any location in the Receiver's discretion. Any disputed records shall not be withheld from the Receiver's review, but shall be safeguarded and presented to this Court for review prior to copying by the Receiver.

- 28. The Receiver shall have complete access to and administrative control of all information technology resources of the RESPONDENT and its affiliates at all times including, but not limited to, the RESPONDENT's computer hardware, software and peripherals. Each affiliate shall be given reasonable access to such records for the purpose of carrying out its business operations.
- 29. Any person, firm, corporation or other entity having notice of the Order that fails to abide by its terms is directed to appear before this Court to show good cause, if any they may have, as to why they shall not be held in contempt of Court for violation of the provisions of this Order.
- 30. Except as noted in the following paragraph, pursuant to the provisions of 631.252, Florida Statutes, all policies of insurance or similar contracts of coverage that have not expired are canceled effective as of the liquidation date at 12:01 a.m. EST on July 1, 2014. Policies or contracts of coverage with normal expiration dates prior to the dates otherwise applicable under this paragraph, or which are terminated by insureds or lawfully cancelled by the Receiver or insurer before such date, shall stand canceled as of the earlier date.
 - 31. The Receiver advises that it is working with the Centers for Medicare & Medicaid

Services (CMS) to address issues surrounding the RESPONDENT's participation in the Medicare program, primarily addressing the orderly movement of RESPONDENT's members to solvent plans within the Medicare program or to traditional Medicare.

32. Pursuant to Sections 631.041(3) and (4), Florida Statutes, all persons, firms, corporations and associations within the jurisdiction of this Court, including, but not limited to, the RESPONDENT and its officers, directors, stockholders, members, subscribers, agents and employees, are enjoined and restrained from the further transaction of the insurance business of the RESPONDENT; from doing, doing through omission, or permitting to be done any action which might waste or dispose of the books, records, including but not limited to electronic records, and assets of the RESPONDENT; from in any way interfering with the Receiver or these proceedings; from the transfer of property and assets of the RESPONDENT without the consent of the Receiver; from the removal, concealment, or other disposition of the RESPONDENT's property, books, records, and accounts; from the commencement or prosecution of any actions against the RESPONDENT or the Receiver together with its agents or employees, the service of process and subpoenas, or the obtaining of preferences, judgments, writs of attachment or garnishment or other liens; and, from the making of any levy or execution against the RESPONDENT or any of its property or assets. Notwithstanding the provisions of this paragraph, the Receiver should be permitted to accept and be subpoenaed for non-party production of claims files in its possession, including medical records, which may be contained therein. In such cases, the requesting party must submit an affidavit to the Receiver stating that notice of the non-party production was appropriately issued and provided to the patient and that the patient was given the opportunity to object and either did not object to the non-party production, or objected and the Court overruled the objection, in which case a copy of the Court's ruling must be attached to the affidavit. The Receiver should be authorized to impose a charge for copies of such claim files pursuant to the provisions of Sections 119.07(1)(a), and 624.501, Florida Statutes.

- 33. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with the RESPONDENT shall fully cooperate with the Receiver in the effort to liquidate the RESPONDENT.
- 34. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with the RESPONDENT having any interest in the building located at 8427 SouthPark Circle, Suite 500, Orlando, Florida 32819 or any other facility in which the RESPONDENT may operate, inclusive of but not limited to 1372 6th St N.W., Winter Haven, Florida 33881; 3101 SW 34th Avenue, Suite 801, Ocala, Florida 34474; 4488 Boy Scout Blvd, Suite 400, Tampa, Florida 33607; and 1398 SW 160th Avenue, Suite 105, Weston, Florida 33326, shall make available, at that location and at no charge to the Receiver or to the RESPONDENT, office space, and related facilities (telephone service, internet service, copiers, computer equipment and software, office supplies, parking, etc.) to the extent deemed necessary by the Receiver in its sole discretion.
- 35. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with the RESPONDENT having any interest in the computer equipment and software currently used by or for the RESPONDENT shall make such computer equipment and software available to the Receiver at no charge to the Receiver or the RESPONDENT to the extent deemed necessary by the Receiver in its sole discretion.

CONTINUATION OF INVESTIGATION

36. The Receiver shall be authorized to conduct an investigation as authorized by

Section 631.391, Florida Statutes, of the RESPONDENT and its affiliates, as defined above, to uncover and make fully available to the Court the true state of the RESPONDENT's financial affairs. In furtherance of this investigation, the RESPONDENT and its affiliates shall be required to make all books, documents, accounts, records, and affairs, which either belong to or pertain to the RESPONDENT, available for full, free and unhindered inspection and examination by the Receiver during normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, from the date of the Order. The RESPONDENT and the above specified entities shall be required to cooperate with the Receiver to the fullest extent required by Section 631.391, Florida Statutes. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of the RESPONDENT's officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of the RESPONDENT, its affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of the RESPONDENT in both their official, representative and individual capacities and the production of all documents that are calculated to disclose the true state of the RESPONDENT's affairs.

37. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of the RESPONDENT and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the affairs of the RESPONDENT or its affiliates shall be required to fully cooperate with the Receiver as required by Section 631.391, Florida Statutes, and as set out in the preceding paragraph. Upon receipt of a certified copy of the Order, any bank or financial institution shall be required to immediately disclose to the Receiver the existence of any accounts of the RESPONDENT and any funds contained therein and any and all

documents in its possession relating to the RESPONDENT for the Receiver's inspection and copying.

- 38. All Sheriffs and all law enforcement officials of this state shall cooperate with and assist the Receiver in the implementation of this Order.
- 39. In the event the Receiver determines that reorganization, consolidation, conversion, reinsurance, merger, or other transformation of the RESPONDENT is appropriate, the Receiver shall prepare a plan to effect such changes and submit the plan to this Court for consideration.

NOTICE OF AUTOMATIC STAY

- 40. Notice is hereby given that, pursuant to Section 631.041(1), Florida Statutes, the filing of the DEPARTMENT's initial petition herein operates as an automatic stay applicable to all persons and entities, other than the Receiver, which shall be permanent and survive the entry of this order, and which prohibits:
- A. The commencement or continuation of judicial, administrative or other action or proceeding against the insurer or against its assets or any part thereof;
- B. The enforcement of judgment against the insurer or an affiliate, provided that such affiliate is owned by or constitutes an asset of the RESPONDENT, obtained either before or after the commencement of the delinquency proceeding;
 - C. Any act to obtain possession of property of the insurer;
- D. Any act to create, perfect or enforce a lien against property of the insurer, except a secured claim as defined in Section 631.011(21), Florida Statutes;
- E. Any action to collect, assess or recover a claim against the insurer, except claims as provided for under Chapter 631; and

- F. The set-off or offset of any debt owing to the insurer except offsets as provided in Section 631.281, Florida Statutes.
- 41. This Court retains jurisdiction of this cause for the purpose of granting such other and further relief as from time to time shall be deemed appropriate.

DONE and ORDERED	in Chambers at the Leon	County Courthouse in	Tallahassee,
Florida this day of	, 2014.		
		CIRCUIT HIDGE	