

Exhibit D

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF SUMNER

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I, Paul L. Brooks, being duly sworn, hereby state as follows:

1. I reside at 541 Shun Pike, Cottontown, Tennessee 37048. I currently work as a Nursing Supervisor at the Northcrest Medical Center.
2. In or around June 2009, I received a fax which offered health insurance. I needed health insurance coverage for my family and myself. My position was terminated from my previous job and needed some health insurance. I called the number on the fax and spoke with a salesman who identified himself as Dale. He told the insurance company was the third largest in the world. After I gave him a list of my doctors, he said they were all on the plan. Dale told me the insurance plan included dental, prescriptions, and visual benefits. Soon after, I signed up for the health insurance coverage, I received a welcome kit from the American Trade Association (ATA). I also received insurance cards which stated all claims were to be sent to 4676 Highway 41 North in Springfield, Tennessee.
3. In or around June 2009, I began paying approx \$445.00 per month that was deducted from my checking account to pay the premiums and a one time signup (membership fee. Dale told me I could determine when the premiums would be deducted from my checking account; however, on two occasions, the premium were deducted at the wrong time of the month and caused me to

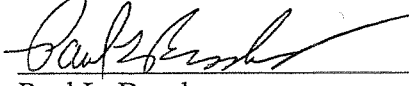
have overdrafts. Subsequently, I was told by someone at ATA premiums would be deducted from the checking accounts on the last Tuesday of the month. From June 2009 through November 2009, I paid approx \$2,500.00 in premiums and membership fee to ATA.

4. Dale told me the plan was supposed to have dental coverage. However, when I filed a claim for a cleaning and checkup the claim was denied.
5. Dale told me the plan was supposed to cover mammograms and other tests. However, when my wife went to have the mammogram, the facility informed her that it would not cover the claim and my wife was not able to do this test. My wife had lab work completed and has not been covered by this company and has not been paid as of this date which included a papsmear.
6. Also, I had filed a claim for my children's doctors' visit that were difficult getting paid. Due that that reason we avoided doctors visits as much as possible. I estimate I have lost approximately \$3,200.00 in unpaid claims, premiums, overdrafts, and multiple phone calls.
7. At the end of November 2009, I cancelled the ATA health insurance. In order to cancel this coverage, I had to fax and email ATA and telephone them repeatedly. Currently, I have health coverage offered through my employer.
8. I have provided the attached documents to representatives of the Tennessee Department of Commerce and Insurance, Insurance Division.

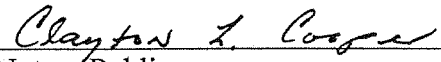
I have read the foregoing statement consisting of _____ pages and _____ attachments.

I fully understand this statement and it is true, accurate and complete. I made this statement freely and voluntarily without any threats or rewards, or promises of reward having been made to me in return for it.

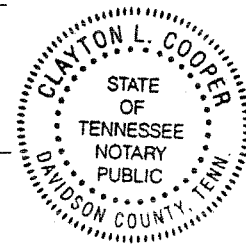
Further affiant saith not.


Paul L. Brooks

Sworn to and subscribed before me this 17th day of March, 2010.


Notary Public

My commission expires: _____



My Commission Expires JULY 5, 2011

Participant Report

Name: Paul Brooks	Org: Omni Services Corporation (SDS)	Hire Date: 1/1/1900
SSN: [REDACTED]	Dept: Del	Address: 541 Shun Pike, Cotton Town, TN 37048
Tel:	DOB: 1/1/1900	Ann. Income: 0
Gender:		Status: A

Filter report by: --All Products--

Filter by Period Ending: _____ to _____

Billing Transactions

Period End	Product	Provider	Policy #	Billed	Adjustments	Adj. Reason	Paid
6/23/2009	SDS - Agent Comp	Smart Data Solutions LLC		\$162.41	\$0.00		\$162.41
6/23/2009	RBA Membership	Smart Data Solutions, LLC		\$278.59	\$0.00		\$278.59
6/23/2009	SDS - Enrollment Fee	Smart Data Solutions, LLC		\$105.00	\$0.00		\$105.00
6/23/2009	SDS - Fulfillment	Smart Data Solutions, LLC		\$20.00	\$0.00		\$20.00
7/28/2009	SDS - Agent Comp	Smart Data Solutions, LLC		\$162.41	\$0.00		\$162.41
7/28/2009	RBA Membership	Smart Data Solutions, LLC		\$278.59	\$0.00		\$278.59
8/25/2009	SDS - Agent Comp	Smart Data Solutions, LLC		\$162.41	\$0.00		\$162.41
8/25/2009	RBA Membership	Smart Data Solutions, LLC		\$278.59	\$0.00		\$278.59
9/22/2009	SDS - Agent Comp	Smart Data Solutions, LLC		\$162.41	\$0.00		\$162.41
9/22/2009	RBA Membership	Smart Data Solutions, LLC		\$278.59	\$0.00		\$278.59

Total Billed:	\$1,889.00	Total Adjustments:	\$0.00	Total Paid:	\$1,889.00
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REAL BENEFITS
ASSOCIATION

RealBenefits Association
and

American Trade Association

American  Association

WELCOME
KIT

REAL BENEFITS
ASSOCIATION

AND

American  Association

Benefit Package

Administered by SDS
4676 Highway 41 North
Springfield, TN 37172
1-800-591-6764

www.atafirst.com

Serve America Assurance

Administrative Office
ATA
4676 Highway 41 North
Springfield, TN. 37172
1-800-591-6764

Dear Certificate Holder:

Thank you for choosing to become of a member of the American Trade Association and our medical benefit products underwritten by Serve America Assurance. The best way we know to say thank you is to provide you with world class customer service and support. That is something we will strive to do each and every day through our relationship with SDS, LLC. Your monthly dues draft will either reflect their name or reference "healthplan" on your bank statement as our representative and third party administrator.

The details in this letter and the documents included in this packet are very important pieces of information. We recommend you put them in a safe place so that you can refer to them whenever necessary. Included in this packet is everything you will need to get the most out of your benefit program. You have made a smart purchase and our goal is to help you use it wisely.

Included in this packet are the following items and information:

- Hospital Indemnity Identifications Cards
- Notice of Privacy Policy
- Your Certificate of Medical Benefits
- As well as important information regarding the Association and its benefits included in your plan choice

Your Certificate of medical benefits includes the details of the level of benefit you have purchased. Please review it and if you have any questions now or in the future please contact customer service at the above number directly.

Use your Hospital Indemnity Plan ID cards whenever you incur a claim. The information on it will help you and your provider understands the general coverages and will assist in filing a claim.

We will send you a copy of the explanation of benefits we send to your provider when we process one of your claims. It will help you understand how your benefits were paid and if there is a balance due the provider. This balance will be your responsibility to pay.

Information and records submitted for this coverage and any information received by SDS, LLC from your providers will be kept in complete confidence and privacy in compliance with all HIPAA Regulations.

If you ever have a question regarding your coverage or want to check on the status of a claim you have submitted, call ATA at 1-800-591-6764. You will be connected with a member of our Customer Care Team who will be able to answer your questions.

We hope you find this information useful and we appreciate your business. We promise to do everything possible to demonstrate that. If you have any questions, please give us a call and let us help.

Thank you,

You're ATA Customer Care Team

Serve America Assurance

NOTICE OF PRIVACY POLICY Information Only – No Response Necessary

Protecting your privacy is important to us. We want you to understand what information we collect and how we use it. We collect and use "nonpublic personal information" in order to provide our customers with a broad range of financial products and services as effectively as possible. We treat nonpublic information in accordance with our Privacy Policy.

What Information We Collect and From Whom we collect it

We may collect nonpublic information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from nonaffiliated third parties, including consumer reporting agencies.

"Nonpublic information personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you.

What Information we Disclose and to whom we disclose it

We do not disclose any nonpublic information about you to either our "affiliates" or non-affiliates without your express consent, except as permitted by law. We may disclose the nonpublic personal information we collect, as described above, to persons or companies that perform services on our behalf and to other financial institutions with which we have joint marketing agreements.

Our "affiliates" are companies which we share common ownership and which offer life and health insurance and other insurance products.

You're Right to Verify Accuracy of Information we collect

Keeping your information accurate and up to date is very important to us. You may access and correct nonpublic personal information about you that we collect except for information relating to claims or criminal or civil proceedings.

Our Security Procedures

We restrict access to your nonpublic personal information and only allow disclosures to persons and companies as permitted by law to assist in providing products and services to you. We maintain physical, electronic, and procedural safeguards to protect your nonpublic information. Should your relationship with us end, we will maintain and only disclose nonpublic information that we have about you in accordance with this Privacy Policy.

TABLE OF CONTENTS

<u>CERTIFICATE SECTIONS</u>	<u>PAGES</u>
SCHEDULE OF BENEFITS	3
DEFINITIONS	4
ELIGIBILITY AND EFFECTIVE DATE	5
BENEFIT DESCRIPTION	6
EXCLUSIONS AND LIMITATIONS	7
DUES	8
TERMINATION OF INSURANCE	8
CLAIMS PROVISION	9
GENERAL PROVISIONS	10
AMENDATORY RIDER	11

SCHEDULE OF BENEFITS 2500 PER OCCURRENCE PLAN

ELIGIBILITY REQUIREMENTS

An Eligible Person means a person in one of the following classes:

Class 1: All active and qualified members of the policyholder who are not eligible for any other employer/contractor sponsored health plan for which application and dues have been received.

Class 2: All eligible spouses and dependent children of Class 1 members for whom application and dues have been received.

ENROLLMENT PERIOD

An eligible person may only enroll within 31 days after Association membership begins and he becomes eligible.

BENEFIT AMOUNTS

The policy provides coverage only for the benefit amounts shown.

Class 1 & 2

Accidental Death Benefit	
Principal Sum	\$10,000
Loss period	Loss within 365 days of date of the Accident
Medical Express Benefit – Accident and Sickness	
Maximum Benefit Amount	\$2,500 Per Occurrence
Deductible	\$300 Per Occurrence
Office Visit/Co-Pay Amount	\$25.00 Co-Pay max of \$50 (No Deductible)
Coinsurance	80%
Benefit Period	52 Weeks
Outpatient Lab & X-ray Maximum Including Interpretation	\$750 Per Occurrence
Emergency Room Deductible (Waived if due to an accident or results in admission to hospital)	\$250 Per Visit
Maximum Prescription Benefit	50% Of covered expenses up to \$750 per calendar year per member.
Prescription Drug Coinsurance	50%
Additional In-Hospital Benefit (Payable after basic benefits exhausted)	
Maximum Benefit Amount	\$400 Per Day
Maximum number of days	30 days Per Occurrence

2500 PER OCCURRENCE

DEDUCTIBLE

Per Occurrence Deductible \$300.00

MAXIMUM BENEFIT

Per Illness or Accident Maximum Benefit \$2,500.00
Additional In-Hospital Benefit \$400.00
(Payable after Basic Benefit is exhausted)

HOSPITAL CARE

Inpatient Covered at 80% up to maximum*
Outpatient Covered at 80% up to maximum*

PHYSICIAN OFFICE CARE

Out-Patient Physician Visits Covered at 100% up to maximum*
Out-Patient Physician Co-Pay/Max Amount \$25.00 Co-Pay max of \$50.00
Benefit to Provider

LAB/X-RAY/DIAGNOSTIC TESTS

Lab/X-Ray/Diagnostic Tests Covered at 80% up to \$750.00
(including interpretation) Per Occurrence

MENTAL HEALTH

Inpatient Covered at 80% up to maximum*

ALCOHOL/DRUG REHABILITATION

Inpatient Covered at 80% up to maximum*

EMERGENCY CARE

Emergency Room Deductible \$250.00 per Emergency Room Visit
Emergency Room Covered at 80% up to maximum*
Emergency Room Deductible waived if due to accident
Or admitted to Hospital as result
Ambulance Covered at 80% up to maximum*

OTHER MEDICAL SERVICES

Home Health Care Covered at 80% up to maximum*
Skilled Nursing Facility Covered at 80% up to maximum*
Hospice Covered at 80% up to maximum*
Physical Therapy Covered at 80% up to maximum*
Durable Medical Equipment Covered at 80% up to maximum*

SURGEON'S CARE

Inpatient Covered at 80% up to maximum*
Outpatient Covered at 80% up to maximum*

PRESCRIPTIONS

Generic 50% of covered expenses up to
Brand \$750 per member per year for
Formulary all medications. Also Express
Scripts Discount Card included

PREFERRED PROVIDER NETWORK

Doctor or Facility of Your Choice No discount
www.rba-ata.com Any discounts for using network
providers passed on to you

PRE-EXISTING CONDITIONS

Pre-existing Condition Exclusions
If a condition is treated in the prior
No coverage for that pre-existing condition

Yes
12 months
12 months, unless the member has
prior creditable coverage. Proof
of coverage must be provided to
SDS, LLC at time of application.

Pregnancy will be covered as any sick or illness

No pre-existing condition

*SUBJECT TO USUAL & CUSTOMARY CHARGES FOR MEDICALLY NECESSARY EXPENSES

SERVE AMERICA ASSURANCE

This Certificate explains the Limited Group Hospital Indemnity Benefits that is underwritten by Serve America, LTD. Please read it closely to be familiar with your coverage.

Terms important in understanding the Certificate are defined in the Definitions section or in separate Certificate Provisions and are capitalized in this Certificate.

Important Notice – Benefits are payable as described in this Certificate for accidents or sickness that are incurred while the Covered person is covered under the Group Master Policy ("Policy")

The Policy under which this Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person. Dues are subject to periodic changes.

The coverages made under this Policy do not take the place of nor does it affect any requirements for coverage by Workers' Compensation or a similar type of insurance.

The benefits for Dependents described in this Certificate will be applicable to each of your Dependents only if you are covered and you have applied for coverage for each of your dependents. Such applications must be approved by Us, and the required dues paid for each dependent.

Policyholder: American Trade Association, Inc.

Governing Jurisdiction: Arkansas

Policy Number: ATA51111

Insured:

Certificate Number:

Effective Date:

Signed for the Company at Our Home Office to take effect on the Certificate Effective Date.



Director

**CERTIFICATE FOR LIMITED GROUP HOSPITAL INDEMNITY BENEFITS
PER OCCURRENCE PLAN
LIMITED BENEFIT – READ YOUR CERTIFICATE CAREFULLY
NONPARTICIPATING – NO ANNUAL DIVIDENDS**

Administrative Office:
SDS, LLC
4676 Highway 41 North
Springfield, TN 37172
Customer Service: 1-800-591-6764
Facsimile: 1-615-382-9594

DEFINITIONS

The defined terms below are subject to the provisions of the Policy and of this Certificate:

Accident or Accidental Injury: a sudden, unexpected and unintended injury:

- This is independent of any Sickness; and
- That is caused by or the result of external means; and
- That takes place while the Covered person's coverage is in force.

Active Service: You are:

- Performing in the usual manner, or able to perform all of the regular duties of Your occupation on a scheduled work day; and

You are said to be in Active Service on a day which is not a scheduled work day only if You would be able to perform in the usual manner all of the regular duties of Your occupation if it were a scheduled work day.

Amendment, Endorsement or Rider: Any form issued by Us which adds, modifies, changes or deletes any Policy or Certificate provisions or benefits.

Application or Enrollment Form: The form completed and signed to apply for this medical benefit coverage.

Calendar year or Year: The period from January 1 through December 31 of the same year.

Certificate: The document that describes your hospital indemnity coverage.

Child: A child of yours who is unmarried; under the age of 19; dependent upon you for more than 50% of his/her support and maintenance; who lives with you; and is:

- A natural Child; or
- A legally adopted Child or a Child who has been placed for adoption with you; or
- A stepchild or foster Child; or
- A child for whom You have been appointed legal guardian; or
- A Child not living with you, but for whom you are legally required to provide support.

“Child” also includes a Child who meets the criteria described above, but who is age 19 or older, if the Child is:

- A full-time student at an accredited educational institution, college, university, vocational institution, trade school, or secondary institution, and is under the age of 24; or
- Becomes incapable of self-support because of mental retardation or physical impairment while insured, and prior to reaching the limiting age of a Child. The child must be dependent on you for support and maintenance. We must receive proof of incapacity within 31 days after coverage would otherwise terminate. Then, coverage will continue for as long as your insurance stays in force and the Child remains incapacitated. Additional proof may be required from time to time, but no more often than once a year after the Child attains the age of 24.

The term “Child” does not include a child who engages in any employment or business for compensation, profit or gain for 30 or more hours per week, unless such child is a full-time student as described above.

Confinement or Confined: That period of time the Covered Person is admitted into a medical facility on an inpatient basis in excess of 23 hours. Confinement does not include that period of time during which a Covered person is in a Hospital emergency room, an observation room, or a freestanding surgical facility or outpatient facility. Successive Confinements separated by 30 days or less will be considered as one Confinement.

Covered Person: Any or all of the following: You, You're Spouse or Your Children, who has been accepted by Us for coverage.

Deductible - means the amount of eligible medical expenses which must be satisfied for each covered loss before benefits are payable under this policy

Dependent – Your Child or Spouse as defined by the Certificate

Disability or Disabled – The inability, due to an injury or sickness to perform all of the substantial and material duties of your regular occupation.

For a Dependent Child or Spouse: "Disabled" means the inability to perform a majority of the normal activities of a person of like age in good health.

Effective Date – The date coverage is in effect is shown on the Schedule of Benefits. The effective date will start at 12:01 AM at the main place of business of the Policyholder.

Evidence of Insurability – The correct and complete answers to the questions in the Application of Enrollment Form and medical history, if necessary, which may be used by Us to base Our acceptance of any proposed Covered person.

Grace Period – The period of 31 days allowed for each dues payment after the first dues payment.

Group Master Policy or Policy: The complete contract of benefits, which includes the Policy as issued to the Policyholder, as well as any Certificates issued to members, including any Amendments, Endorsement, Riders, Applications or Enrollment Forms signed by the Policyholder and each covered person.

Policyholder – The entity named on the Cover Page of the Policy

Hospital – A licensed institution that has on its premises or in facilities available to the Hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly Licensed Physicians.

1. Laboratory, X-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians.
2. Permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician.
3. 24-hour-a-day nursing service by graduate registered nurses; and
4. A patient's written history and medical records.

The term "Hospital" does not include any institution used by the Covered Person as:

1. A place for rehabilitation;
2. A place for rest, or for the aged;
3. A nursing or convalescent home;
4. A long term nursing unit or geriatrics ward; or
5. An extended care facility for the care of convalescent, rehabilitative or ambulatory patients.

Immediate Family Member – You, Your Spouse, Child, mother, father, and brother, sister or other close family member of the Covered person.

Injury or Off-the-Job injury - An injury which is caused by an Accident, and does not occur while in the course of any legal or illegal occupation, activity or employment for pay, benefit or profit.

Covered Person– The employee or member covered for these benefits and named on the Cover page of this Certificate,

Intensive Care Unit – A specially designated area of a Hospital that provides the highest level of medical care restricted to those patients who are critically ill or critically injured. It must be separate and apart from the surgical recovery room and other rooms, wards, or beds normally used for patient confinement. It must also:

1. Be provided with constant and continuous nursing care by nurses assigned to it on a full-time basis; and
2. Be under the full-time direction and/or supervision of either a Physician or a standing committee of the Hospital's medical staff; and
3. Contain special life saving equipment.

Intensive Care Unit includes: Intensive cardiac and coronary care units, neonatal intensive care units, and burn intensive care units if such units meet the conditions in this definition. This does not include any lesser treatment units.

Loss Period - means that period of time, as stated on the Schedule of Benefits, from the date of an accident within which a covered person must seek initial treatment for an injury.

Maximum Benefit Amount - means the total benefit payable under an applicable benefit provision.

Medical Expense – means expenses incurred for Medically Necessary services and supplies. Not included are amounts in excess of Usual and Customary Charges.

Occurrence – means each separate Accident or Sickness for which a covered person incurs medical expenses.

Physician – A licensed practitioner of the healing arts who:

1. Performs only those services permitted by his or her license; and
2. Is not an immediate Family member.

Pre-Existing Condition – A Sickness or physical condition for which the Covered person:

1. Had treatment;
2. Incurred Expense;
3. Took medications; or
4. Received a Diagnosis or advice from a Physician.

During the 12 month period immediately before the Effective Date of the Covered Person's coverage.

The term "Pre-existing" will also include a condition that manifests itself in a way that would cause an ordinary prudent person to seek medical advice, diagnosis, care or treatment.

Schedule of Benefits or Schedule – The benefit schedule set forth in this Certificate.

Sickness – An illness or disease which first manifests itself while the Covered person's coverage is in force and is the direct cause of the loss.

Spouse – Your legally married Spouse named in the Application or Enrollment Form. If you are not legally married, "Spouse" may include your common law spouse if named in the Application or Enrollment Form and if legally recognized in the state in which you reside.

Testing Day – The day on which one or more diagnostic X-rays or laboratory tests are performed.

Usual and Customary Charges – means the following (1) a usual fee is defined as the charge made for a given service by a Doctor to the majority of his patients; and (2) a customary fee is one which is charged by the majority of the Doctors within a community for the same services. All benefits are limited to the Usual and Customary charges.

Waiting Period – The period of time from your date of employment or membership that must expire before you are eligible to enroll for coverage, as specified in the Policyholder's Application.

We, Us, or Our – The company that underwrites this coverage: Serve America Assurance

You, Your, or Yours – The Member.

ELIGIBILITY AND EFFECTIVE DATE

Effective dates are shown on your membership cards. Coverage will start on such date at 12:01 AM at the main place of business of the Policyholder. Effective dates for all persons added to coverage after this Certificate is issued will be shown on the Schedule of Benefits issued at the time of the addition.

Employer or Member Eligibility – To be eligible for benefits you must:

1. Meet eligibility requirements as selected on the Policyholder's Application;
2. Satisfactorily answer all eligibility and other questions on the Application or Enrollment Form and must provide evidence of eligibility satisfactory to us, if we ask for it; and
3. Be actively at work or eligible to work if currently unemployed. Either as a business owner, independent contractor, works for a small business or a member of a workers union.

Employee or Member Effective Date – Your coverage will take effect on the Effective Date of the Policy if:

1. You completed an Application or Enrollment Form on or before the effective date; and
2. You are in Active Service or eligible to be in Active Service; and
3. Your first dues payment has paid and received by Us.

If you are not eligible for this coverage on the Policy effective date, Your coverage will take effect on the first day of the day which coincides with or next follows the date You first become eligible and are approved for coverage. Additionally, Your first dues payment must have been received by Us, and all provisions listed in the Employee or Member Eligibility provision above, must be met.

If you are disabled on what otherwise would be the effective date, Your coverage will be deferred until the first of the month following the date you cease to be disabled.

Dependent Eligibility – If Dependent coverage is available, A Dependent will be eligible for such coverage on the later of the following dates:

1. The day you become eligible for coverage; or
2. The day he/she first meets the definition of Dependent.

You may elect dependent coverage by:

1. Applying for Dependent coverage within 31 days of the date the dependent becomes eligible; and
2. Completing any required forms for payroll deduction or drafting of your account for payment

You must complete an Application for Enrollment of a Spouse or Child, and pay any required dues within 31 days of the date Your Spouse or Child meets these eligibility criteria. If such Application is not made within that 31 day period Your Spouse or Child will be considered a late enrollee and may be required to submit satisfactory Evidence of Insurability in order for coverage to become effective.

Any eligible Dependent who does not become a covered person on your effective date may be added to this Certificate subject to:

1. The Completion of an Application or Enrollment Form;
2. Satisfaction of any Evidence of Insurability requirements; and
3. Payment of any additional premium, if required.

If you and your spouse are both eligible as an employee or member, the Children may be covered as Dependents of either You or your Spouse but not both

Dependent Effective Date – The effective date of coverage for each eligible Dependent will be on the first day of the month that coincides with or next follows:

1. Our acceptance of the Application or Enrollment Form; and
2. Our receipt of the first dues payment.

However, if on such date Your coverage has not yet taken effect, the effective date for dependent coverage will be the same as your effective date.

If a Dependent is disabled on the date coverage (with respect to that particular Dependent) would otherwise be in effect, the coverage for that Dependent will be deferred until the first of the month following cessation of Disability for that Dependent.

Newborn Child Effective Date – A newborn Dependent Child will become covered for coverage automatically on the day he or she is born, so long as your coverage is in force on that date. Coverage includes premature babies, congenital defects and birth abnormalities. The Dependent newborn child's coverage will not continue past the 31 day period following the date of birth, unless:

1. You have notified Us by the end of the 31 day period of the addition of such newborn Child, and
2. You have paid any applicable additional dues.

DESCRIPTION OF BENEFITS

Subject to the provisions of this certificate, and any maximum benefit limitations stated on the schedule of benefits, we will pay a benefit for a covered loss that occurs while the covered person is covered under the policy, subject to extension of Benefits Provision. Please see the Schedule of Benefits for the benefit amount details for each benefit listed below.

Accidental Death Benefit

If bodily injury results in the loss of the Covered person's life within the Loss Period stated on the Schedule of Benefits, we will pay the Principal Sum shown on the Schedule of Benefits.

Medical Expense Benefit – Accident and Sickness (Out-Patient Only)

After the Deductible amount shown on the Schedule of Benefits has been satisfied, we will pay a percentage of the Usual and Customary Charges, as shown on the Schedule of Benefits, for covered medical expenses, up to the Maximum Benefit shown on the Schedule of Benefits. Benefits will be paid for the Benefit Period shown on the Schedule of Benefits. Benefits will be paid for covered medical expenses that are incurred while the Covered Person's coverage is in force. The Covered Person must be under a Physician's care, and the treatment must be Medically Necessary, for the Covered Sickness or Injury. Benefits will only be paid for expenses which are incurred during the Benefit Period shown on the Schedule of Benefits.

Hospital Confinement – Injury and Sickness

We will pay the Daily Benefit amount shown on the Schedule of Benefits for each day the Covered Person is a registered in-patient in a Hospital if:

- a) It is the result of a accidental bodily injury, directly and with no other causes, or Sickness, while this coverage is in force; and
- b) The Covered Person is under a Physician's care; and
- c) The Hospital Charges at least a full day's room and board; and
- d) The Hospital stay begins while the Covered person is covered.

Payment of the Daily Benefit will start on the first day of confinement and will continue for a period not to exceed the Maximum Benefit Period, as shown on the Schedule of Benefits, for each period of Hospital confinement. If Hospital confinement for the same injury or sickness is not continuous, benefits are subject to the "Recurrent Period" (as defined)

"Recurrent Period" means that two or more periods of Hospital confinement, due to the same Injury or Sickness, are treated as one period if separated by less than 180 days between confinements.

EXCLUSIONS AND LIMITATIONS

With respect to all the benefits provided under this Certificate, no benefits will be payable as the result of:

1. Suicide or any attempt thereof, while sane or insane;
2. Any Intentional self-inflicted Injury or Sickness;
3. Rest care or rehabilitative care and treatment (unless provided as a benefit on the Schedule of Benefits);
4. Immunization shots and injections, including routine newborn care.
5. Participating in a riot, civil commotion, civil disobedience, or unlawful assembly;
6. Committing, attempting to commit, or taking part in a felony or assault, or engaging in an illegal occupation;
7. Participation in:
 - a. An organized contest of speed;
 - b. Parachuting;
 - c. Parasailing;
 - d. Bungee Jumping; or
 - e. Hang Gliding;
8. Air travel, except:
 - a. As a fare-paying passenger on a commercial airline on a regularly scheduled route; or
 - b. As a passenger for transportation only and not as a pilot or crew member;
9. Any accident caused by the participation in any activity or event, including the operation of a vehicle, while under the influence of a controlled substance (unless administered by a Physician or taken according to the Physician's instructions) or while intoxicated (intoxicated means that condition as defined by the law of the jurisdiction in which the Accident occurred);
10. Any procedure or treatment to change physical characteristics to those of the opposite sex and other treatment related to sex change;
11. The reversal of a tubal ligation or vasectomy;
12. Artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications or Physician's services, unless required by law;
13. Any loss incurred while on active duty status in the armed forces (if You notify us of such active duty, we will refund any premiums paid for any period for which no coverage is provided as result of this exception.);
14. Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit OR expenses which are payable under Occupational Disease Law or similar law, whether or not application for such benefits has been made;
15. Routine eye examinations or fitting of eye glasses;
16. Hearing aids or fitting of hearing aids;
17. Dental examinations or dental care other than expenses resulting from an Accident;
18. Care or treatment of an Accident or Sickness not specifically provided for in this plan;
19. With respect to the Off-the-Job Accidental Injury Benefit only, charges that the Covered Person is not legally required to pay, or charges which would not have been made if this coverage had not existed; or
20. Treatment of an Accident or Sickness made necessary by or arising from war, declare or undeclared, or any act of war;
21. Cosmetic Surgery, except cosmetic surgery which the covered person needs as a result of an Accident which happens while he is covered under this policy. The surgery must be performed within 90 days of the Accident causing the injury and while such person's coverage is in force;
22. Weight loss treatment;
23. Treatment of the feet (including but not limited to corns, calluses or bunions) for other than Accidental Injury
24. Correction of myopia or hyperopia by means of corneal microsurgery, such as keratomileusis, keratophakia, and radial keratotomy and all related services;
25. With respect to Accidental Death benefits, sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof; or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

Pre-Existing Conditions - We will not pay any benefits for a condition for which a Covered person received medical treatment, care or advice within 12 months before being covered under this Policy. This does not apply if:

- a) The Covered person has been covered under this policy for 12 consecutive months; or
- b) the condition is pregnancy; or
- c) he is a child who is adopted or placed for adoption before attaining the age of 18 years and who, as of the last day of the 30 day period beginning on the date of the adoption or placement for adoption, is covered under Creditable Coverage.

Credit for Prior Coverage - A Covered person, whose coverage under prior Creditable Coverage ended no more than 63 days before the Covered Person's effective date under this policy, will have any applicable Pre-Existing Condition limitation reduced by the total number of days the Covered Person was covered by such coverage. If there was a break in Creditable Coverage of more than 63 days we will credit only the days of such coverage after the break.

Creditable Coverage means coverage under any of the following:

- a) Any individual or group policy, contract or program, that is written or administered by a disability insurance company, health insurance company, health care service plan, fraternal benefits society, self-insured employee plan, or any other entity, and that provides or arranges medical, hospital and surgical coverage not designed to supplement other private or government plans. The term includes continuation coverage, conversion coverage, but does not include accident only, credit, disability income, Medicare supplement, long term care insurance, dental, vision, coverage issued as a supplement to liability insurance, insurance arising out of workers' compensation or a similar law, automobile medical payment insurance, or insurance under which benefits are payable with or without regard to fault that is statutorily required to be contained in any liability insurance policy or equivalent self-insurance;
- b) The federal Medicare program pursuant to Title XVIII of the Social Security Act; The Medicaid program pursuant to Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928; Chapter 55 of the Title 10, United States Code, the Civilian health and Medical Program of the Uniformed Services;
- c) a medical program of the Indian Health Service or of a tribal organization; a state health risk benefits pool; a health program offered under chapter 89 of Title 5, United States Code, the Federal Employees Health Benefits Program, a public health plan as defined by federal regulations, or a health benefit program under section 5(e) of the Peace Corp Act.

DUES

All dues are payable on or before the date they are due. You must pay any required contribution to the Policyholder.

We have the right to change the dues rates on any dues due in accordance with the terms of the Policy. If the rates are changed after the first Policy anniversary We will give at least a 31-day advance written notice to the Policyholder.

Grace Period – There is a 31 day grace period after each dues due date after the first dues payment. If a subsequent dues payment is not paid on time, coverage will stay in force during the grace period. Coverage will end at the end of the grace period, if the dues are not paid by then. If this happens the dues for the grace period will still be owed to us.

TERMINATION OF COVERAGE

Your coverage will cease on the earliest of:

1. The last day of the payroll deduction period during which You can cease to be eligible for coverage;
2. The end of the last period for which premium payment has been made to Us;
3. The date the policy terminates; or
4. The last day of the payroll deduction period during which You terminate employment.

The coverage on a Dependent will cease on the earliest of:

1. The date Your coverage terminates;
2. The end of the last period for which premium payment has been made to Us;
3. The date of the Dependent no longer meets the definition of Dependent; or
4. The date the Policy is modified so as to exclude Dependent coverage.
- 5.

We will have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.

Extension of Benefits – Whenever termination of coverage under this section occurs due to the termination of Your employment or membership such termination will be without prejudice to:

1. Any Hospital Confinement which commenced while coverage was in force, with respect to Daily In-Hospital Indemnity Benefits; or
2. Any covered treatment or service for which benefits would be provided and which commenced while coverage was in force; provided, however, that the Covered Person is and continues to be Hospital Confine or Disabled.

Such Extension of Benefits will continue for up to the earlier of:

1. 30 days; or
2. The date on which the Covered Person is no longer disabled.

CLAIMS PROVISIONS

Claim Forms – Claims forms should be used for filing Proof of Loss. We will send such form to claimant within 15 days of receipt of notice of claim. If we fail to supply the proper claim forms within 15 days. You can give proof in writing, setting for the nature and extent of loss within the time stated in the Proof of Loss Provision.

Claims Procedure – Due Proof of Loss must be submitted to us at our administrative Office. You or a personal representative may obtain a claim form by calling Our toll-free telephone number listed on the Cover Page.

Notice of Claim – Written notice of claim must be given to Us at Our Administrative Officer, or to Our agent. Such notice should be made within 31 days after any loss covered by the Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to delay.

Proof of Loss – Written proof of loss must be given to us or our authorized representative with 90 days after the loss begins. The Company will not deny or reduce any claim if it was not reasonably possible to give the proof of loss in the time period required. In any event, proof of loss must be given to us or our authorized representative within 1 year after it is due, unless the insured is legally incapable of doing so.

Payment of Benefits – Benefits may be assigned to the provider(s) of such benefits. If you show proof of payment to the provider all benefits payable under the Policy will be paid to You. Accrued benefits that are not paid at Your death will be paid to Your estate. We may pay up to \$1,000.00 of such benefit to one of Your relatives at Our discretion. Such payment fully discharges Us to the extent of the payment.

Physical Examination and Autopsy - At our expense, we may: (1) have a person claiming benefits examined as often as reasonably necessary while the claim is pending; and (2) to make an autopsy in case of death where it is not forbidden by law.

Legal Action – No legal action may be brought to recover on this policy before 90 days after written proof of loss has been furnished as required by this policy. No such action may be brought after 2 years from the time written proof of loss is required to be furnished.

Coordination of Benefits: This provision will be used to determine a Covered Person's benefits under this policy. If the covered person is covered for medical benefits under this policy and is also covered for these benefits under other plans; and the benefits that would be paid by this policy without this section plus the benefits that would be paid by the other plans, without a section similar to this section would exceed allowed expenses as defined below.

Allowed expenses means Medical Expenses which are:

Medically necessary

Not in excess of Usual and Customary Charges

Incurred while the person for whom the claim is made is covered, or is entitled to benefits after coverage ends under this policy; and

At least partly covered under one of the plans covering such person.

When this policy does not pay its benefits first, allowed expenses will include medical expenses which are not paid because of the claimant's failure to comply with the cost containment requirements of the plan which pays its benefits first.

When a plan provides a benefit rather than a cash payment, the reasonable cash value of the service will be considered to be both an allowed expense and a benefit paid.

Effects Under this Plan – When this provision is used, the rules listed below will determine the amount of benefit each plan will pay. All benefits will be determined on a policy year basis.

These rules may require this plan to pay its benefits first. If so, this plan will pay its full benefits without taking into account other plan benefits. These rules may require one or more of the other plans to pay their benefits before this plan. If so, this plan will reduce its benefits so that in any policy year, the sum of all benefits paid to a person (by this and all other plans) equals the allowed expenses for that year. Benefits to be paid under other plans include benefits before a plan that has such a provision.

A plan or part of one that does not have a provision similar to this section will pay its benefits before a plan that does have a provision.

In all other cases, the plan that will pay its benefits first will be dependent upon the first applicable rule:

- a) The benefits of the plan covers the Covered person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the covered person as a dependent.
- b) Dependent child/Parents not divorced. The rules for the order of benefits for a dependent child when the parents are not divorced is as follows:
 - (1) The benefits of the plan of the parent whose birthday falls earlier in a year determined before those of the plan of the parent whose birthday falls later in the year.
 - (2) If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
 - (3) If the other plan does not have the rule described in (1) and (2) above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits. The rule based upon the gender of the parent will determine the order of benefits.
- c) Dependent Child/Divorced parents. If two or more plans cover a covered person as a dependent child of divorced parents, benefits for the child are determined in this order:
 - (1) First, the plan of the parent with custody of the child;
 - (2) Then the plan of the spouse of the parent with custody of the child, and;
 - (3) Finally, the plan of the parent not having custody of the child.
 - (4) If the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the secondary plan. The paragraph does not apply with respect to any claim determination period or policy year which any benefits are actually paid or provided before the entity has that actual knowledge.
 - (5) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of rules in (b) above.
- (d) Longer/Shorter length of coverage. If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee, member or subscriber longer are determined before those of the plan which covered the person for the shorter term.
 - (1) To determine the length of time a person has been covered under a plan, two plans shall be treated as one if the covered person was eligible under the second within 24 hours after the first ended.
 - (2) The start of a new plan does not include: (i) a change in the amount or scope of a plan's benefits; (ii) a change in the entity that pays, provides or administers the plan's benefits; or (iii) a change from one type of plan to another (such as, from a single employer plan to that of a multiple employer plan or an Association Plan).
 - (3) The covered person's length of time covered under a plan is measured from the covered person's first date of coverage under that plan. If that date is not readily available, the date the covered person first became a member of the group shall be used as the date from which to determine the length of time the covered person's coverage under the present plan has been in force.

If the benefits of this plan are reduced due to these rules, such reduction will be done in proportion. Any benefits paid by this plan on a reduced basis will be charged against the benefit limits of this plan.

For this provision to work, we must exchange information with other plans. To do so, we may have to give or get from any source all such information we think necessary. This will be done without the consent or notice to any person except as required by the applicable federal or state statute. Any person claiming benefits under this plan must give us the information it requires.

Facility of Payment

Another plan may pay a benefit what should be paid by us by the terms of the provision. If that happens, we may pay to such payer the amount required for it to satisfy the intent of this provision. This will be done at our discretion. Any amount so paid will be considered a benefit under this plan. We will not be liable for such payment after it is made.

GENERAL PROVISIONS

Changes to this Certificate – Only Our President, Vice-President, Secretary or an Assistant Secretary may make any changes to this Certificate and then only in writing. No agent or Policyholder has authority to change the Policy of this Certificate or to waive any of its provisions. Any changes are subject to the laws of the governing jurisdiction.

Entire Contract – The entire Contract consists of the Policy, the Certificate, any attached Amendments, Endorsements, or Riders, the Policyholder's Application, Your Applications and any Enrollment forms.

Grace period – A grace period of 31 days will be allowed for each dues payment after the first dues payment is paid. Coverage will stay in force during this period. The coverage under the Policy and/or Certificate will terminate at the end of the Grace Period if the dues have not been paid. You must still pay all unpaid dues. This includes the dues payment due for the Grace Period.

If coverage is canceled on a dues due date and the dues have been paid through that date, the Grace period will not apply. If coverage is canceled during the Grace Period, you will be liable for any unpaid dues including the pro rata dues for that part of the Grace Period which coverage was in force. Benefits may be reduced by the amount of any due, but unpaid dues.

Legal Action – No legal action may be brought to recover under the Policy and or Certificate:

1. Within 90 days after proof of Loss has been furnished as required; or
2. More than two years from the time written Proof of Loss is required to be furnished.

Misstatement of Age – If the covered person's age has been misstated, the covered persons true age will be used to adjust the dues or adjust the benefits paid.

No Dividends Payable – This Certificate does not participate in the profits or surplus earnings of Our Company.

Right to Contest – We will not use any statement, except fraudulent statements, to void or reduce benefits after this Certificate has been in force during your lifetime for two years from the effective date of coverage. Any such statement would have to be in a signed form. This also applies to all riders. Any increase in benefit amounts would be subject to a new two year contestable period for the increased amount only.

All statements made are considered representations and not warranties. No such statement will be used in any contest, unless a copy of such statement has been furnished to you.

When Notice is Given to Us – Any notice to You will be sent to your last known address.

AMENDATORY RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all the terms of the policy or certificate which are not in conflict with this rider.

The rider date shall be the same as the Policy date or Certificate date if no date is shown. The same pre-existing conditions exclusions are in effect for the rider as they are for the certificate itself.

Maternity Benefit

If the policy covers Medical Benefits for Sickness, we will pay the Usual and Customary Charges incurred for a minimum of forty eight hours of inpatient care following a vaginal delivery and minimum of ninety six hours of inpatient care following delivery by caesarean section for a mother and her newborn in a Hospital or birthing center. Shorter stays are allowed if recommended by the attending health care provider in consultation with the mother and one postpartum visit is performed within 48 hours of discharge.

Charges for medical expenses incurred for a postpartum follow-up visit are also covered. Such visit must occur within 48 hours of discharge from the Hospital or birthing center and can be performed by a licensed health care provider whose scope of practice includes postpartum home care. Coverage includes:

- a) Physical assessment of the covered mother and newborn child;
- b) Parent education;
- c) Training or assistance with breast or bottle feeding, and;
- d) The performance of any appropriate clinical tests. At the covered mother's discretion the visit may occur at the health care provider's facility or hospital.

The benefit will be paid on the same basis as any other Sickness under the policy, subject to the same deductibles, coinsurances and maximums/

Breast Reconstruction Benefit

If the policy covers Medical Benefits for Sickness, we will pay the Usual and Customary charges incurred for reconstructive breast surgery resulting from a mastectomy.

Coverage is also provided for all stages of reconstructive breast surgery performed on a non-diseased breast to establish symmetry with the diseased breast and for prostheses and physical complications at all stages of the mastectomy.

The benefit will be paid on the same basis as any other sickness under the policy, subject to the same Deductibles, coinsurance and maximums.

Lead Poisoning Screening Benefit

If the policy covers Medical Benefits for Sickness, we will pay the Usual and Customary Charges incurred for a baseline lead poisoning screening test for covered dependent children at or around 12 months of age and lead poisoning screening and diagnostic evaluations for covered dependent children under the age of 6 years who are at high risk for lead poisoning in accordance with guidelines and criteria set forth by the Division of Public Health.

This benefit will be paid on the same basis as any other sickness under the policy, subject to the same Deductibles, coinsurance and maximums.

Cancer Screening Tests Benefit

If the policy covers medical benefits for Sickness we will pay the Usual and Customary Charges incurred for cancer screening tests performed by a qualified facility or Doctor as follows:

One annual cervical and endometrial cancer screening known as a pap smear for a female covered person aged 18 and over.

- a) Prostate cancer screening, known as a prostatic specific antigen (PSA) test, for a covered person age 50 or above
- b) Periodic mammographic examinations, including the facility and radiologist fees, on the following schedule:
 - a. A baseline mammogram for an asymptomatic female covered person at least age 35;

- b. A mammogram every 1 to 2 years for an asymptomatic female covered person age 40 to 50 but no sooner than 2 years after her baseline mammogram, or as otherwise declared appropriate by her doctor;
 - c. A mammogram every year for an asymptomatic female covered person age 50 and older;
 - d. A mammogram prescribed by a Doctor for a female covered person based on such Doctor's evaluation of her physical conditions, symptoms or risk factors indicating a probability of breast cancer higher than the general population.
- c) Colorectal cancer screening as follows:
- a. For covered persons 50 years of age or older: screening with annual fecal occult blood tests (4 specimens), flexible sigmoidoscopy every 5 years, colonoscopy every 10 years, double contrast barium enema every 5 years, or any combination of the most reliable, medically recognized screening tests as may be determined by the Secretary of Health and Social Services;
 - b. For covered persons who are deemed at high risk for colon cancer because of family history of familial adenomatous polyposis, family history of hereditary nonpolyposis colon cancer, chronic inflammatory bowel disease, family history of breast, ovarian, endometrial, colon cancer or polyps, or a background, ethnicity or lifestyle such that the treating health care provider believes the covered person is at elevated risk:

Screening by colonoscopy, barium enema or any combination of the most reliable, medically recognized screening tests available as may be determined by the Secretary of Health and Social Services shall be covered at a frequency determined by the Doctor.

This benefit will be paid on the same basis as any other Sickness under this policy subject to the same Deductibles, coinsurance and maximums.

Ovarian Cancer Monitoring Benefit

If the policy covers Medical Benefits for Sickness, we will pay the Usual and Customary Charges incurred for CA-125 monitoring of ovarian cancer. Coverage is not provided for routine screening.

The benefit will be paid on the same basis as any other Sickness under this policy subject to the same Deductibles, coinsurance and maximums.

Serious Mental Illness

If the policy covers Medical Benefits for Sickness, we will pay the Usual and Customary Charges incurred for diagnosis and medically necessary treatment of a Serious Mental Illness on an inpatient or outpatient basis as long as services are rendered by a mental health professional licensed or certified by the State Board of Licensing or in a mental health facility licensed by the State.

Serious mental illness means any of the following biologically based mental illnesses as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual (DSM):

- a. Schizophrenia;
- b. Bipolar Disorders;
- c. Obsessive-compulsive disorders;
- d. Major depressive disorders;
- e. Panic disorders;
- f. Eating disorders including anorexia nervosa and bulimia nervosa;
- g. Schizoid-affective disorders; and
- h. Delusional disorders.

Treatment of alcoholism or other drug dependencies, including through the diagnosis or treatment of one of more Serious Mental Illness, is not covered.

This benefit will be paid on the same basis as any other Sickness under this policy, subject to the same Deductibles, coinsurance and maximums.

Childhood Immunizations Benefit

If the policy covers medical benefits for sickness, we will pay the Usual and Customary Charges incurred for each covered dependent child from birth through the date the child is 18 years of age for immunizations against: (a) Diphtheria; (b) Hepatitis B; (c) Measles; (d) Mumps; (e) Pertussis; (f) Polio; (g) Rubella; (h) Tetanus; (i) Varicella; (j) Haemophilus influenza B; and (k) Hepatitis A.

This benefit will be paid on the same basis as any other Sickness under this policy, subject to the same Deductibles, coinsurance and maximums.

Prescriptions Contraceptive Benefit

If the policy covers medical benefits for sickness, we will pay the Usual and Customary Charges incurred for prescription contraceptive drugs and devices approved by the FDA and for outpatient contraceptive services including consultations, examinations, procedures, insertion and removal, and medical services related to the use of contraceptive methods to prevent unplanned pregnancies.

This benefit will be paid on the same basis as any other Sickness under this policy, subject to the same Deductibles, coinsurance and maximums.

Diabetes Benefit

If the policy covers medical benefits for sickness, we will pay the Usual and Customary charges incurred for the following equipment and supplies for the treatment of diabetes if recommended by a Doctor; insulin pumps, blood glucose meters and strips, urine testing strips, insulin, syringes, and pharmacological agents for controlling blood sugar.

The benefit will be paid on the same basis as any other Sickness under this policy, subject to the same Deductibles, coinsurance and maximums.

Off Label drug benefit

If the policy covers medical benefits for sickness, we will pay the Usual and Customary Charges incurred for any drug, including medically necessary services associated with administration of the drug, to treat a covered person for a covered chronic, disabling, or life threatening Sickness if the drug:

- a. Has been approved by the FDA for at least one indication; and
- b. Is recognized for treatment of the indication for which the drug is prescribed in prescription drug reference compendium approved by the Insurance Commissioner for this purpose or in substantially accepted peer reviewed medical literature.

Coverage is not provided for experimental drugs not otherwise approved for any indication by the FDA nor for any disease or condition that is excluded from coverage under this policy.

This benefit will be paid on the same basis as any other Sickness under this policy, subject to the same Deductibles, coinsurance and maximums.

Nonduplication of Benefits

No benefits are payable under this rider for that portion of Medical Expenses for which benefits are payable under the policy or certificate or another rider attached to it. If benefits are payable under more than one provision, then benefits will be provided only under the provision providing the greater benefit.

Nothing contained in this rider will alter, waive or extend the provisions, conditions or limitations of the policy, except as expressly stated above.

SERVE AMERICA ASSURANCE

Director

IMPORTANT INFORMATION TO POLICYHOLDERS

In the event you need to contact anyone about this policy for any reason please contact your agent. If you have additional questions you may contact the insurance company issuing this policy at the following address and telephone number:

American Trade Association, Inc.

Customer Service Center
4676 Highway 41 North
Springfield, TN. 37172

(800) 591-6764

All of the above information relates to the Limited Benefit Hospital Indemnity Policy issued to your
Policyholder

The Association provides additional benefits which are described and outlined in the material you will receive. Please be aware that not all the Association benefits are underwritten and many are discount programs offered to you as a member of the Association.

**ACCIDENT MEDICAL
IN-HOSPITAL ACCIDENT ONLY
ACCIDENTAL DEATH AND DISMEMBERMENT**

SCOPE OF COVERAGE

We will provide the benefits described in this certificate to all Covered Persons who suffer a covered loss which is within the scope of the DESCRIPTION OF BENEFITS PROVISIONS and results, directly and independently of all other causes, from bodily injury which is suffered in an Accident, and occurs while the person is a Covered Person under this certificate and is within the scope of the risks set forth in the DESCRIPTION OF HAZARDS provisions.

COVERED PERSONS include all members and their lawful spouses under age 70.

Accident means a sudden, unforeseeable external event which causes injury to one or more Covered Persons and occurs while coverage is in effect for the Covered Person.

THIS IS A LIMITED ACCIDENT ONLY BENEFIT. IT IS ACCIDENT ONLY CERTIFICATE AND DOES NOT COVER LOSS OR EXPENSE RESULTING FROM SICKNESS, DISEASE, OR BODILY INFIRMITY. In order to receive benefits, a COVERED person must sustain an injury while the CERTIFICATE is in force and such injury directly or independently causes a loss covered by the plan.

Benefits are payable for Eligible Expenses for non-work related injuries on the following basis:

DESCRIPTION OF BENEFITS

BENEFIT AMOUNT: \$25,000

DEDUCTIBLE: \$1,000 PER INJURY

If, as a result of injury, an insured incurs covered expenses starting within 90 days from the date of the accident causing the injury, we will pay, less the deductible as shown above and not to exceed the maximum benefit amount shown therein, all covered expenses incurred within one year from such date.

Covered expenses mean the usual, reasonable and customary charges for local professional ambulance service to or from a hospital and/or surgical center as well as the following usual, reasonable and customary charges for treatment, services and supplies provided or prescribed by a Doctor:

(1) Hospital Room & Board, or Surgical Center care and treatment; (2) Outpatient Hospital Emergency room; (3) Surgical Benefits; (4) Doctor's Visits In-Hospital; (5) Doctor Visits Out-Patient; (6) X-ray and Laboratory; (7) Nursing care; (8) Physiotherapy; (9) Ambulance (10) Medical Equipment Rental Charges; (11) Medical Services and Supplies (Blood, Blood transfusions, Oxygen); (12) Prescription Drugs; (13) Dental Treatment as a result of Injury to natural teeth

ACCIDENTAL DEATH & DISMEMBERMENT

Principal Sum: \$50,000

If within one year from the date of an Accident covered under this certificate, Injury from such accident results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table. The amount will not exceed the Principal Sum which applies to the Covered Person.

ACCIDENT DEATH, DISMEMBERMENT, OR LOSS OF SIGHT

Loss	Percentage of Principal Sum
Loss of Life	100%
Loss of Both hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Thumb and Index Finger of the Same hand	25%

DISCRIPTION OF HAZARDS

24 Hour Coverage. We will pay the benefits described in this Certificate for any Accident which happens to a covered person while he is covered by this certificate. This includes travel or flight in an Aircraft with some restrictions. SEE EXCLUSIONS

GENERAL POLICY PROVISIONS

WORKERS' COMPENSATION INSURANCE: This Certificate is not in lieu of, and does not affect, any requirement for coverage under any Workers' Compensation Insurance.

EXCLUSIONS

Benefits will not be paid for a Covered person's loss which:

- (1) is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt. (In Missouri this applies only while sane);
 - (b) Voluntary self administration of any drugs or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;

- (2) is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered person is on active duty service in any armed forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days);
 - (c) Aviation, except as specifically provided in this Policy;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment

Bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental External bodily injury or accidental food poisoning.

- (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and;
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was the result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25 mile radius of the site of the release either:
 - (1) At the time of the release; or
 - (2) Within 24 hours of the start of the release.

CLAIMS PROVISIONS

Written notice of claim must be given within 30 days after a covered loss occurs or as soon as reasonably possible. We will send forms to authorized members who ask for them.

Notice must be sent to the address below or call 1-800-591-6764

ATA ADMINISTRATOR
4676 HIGHWAY 41 NORTH
SPRINGFIELD, TN. 37172

Underwritten by: SERVE AMERICA ASSURANCE, LTD



WELCOME TO THE AMERICAN TRADE ASSOCIATION YOUR NEW ASSOCIATION HOME

In the enclosed material you will find the information about your membership in the ATA. Membership in the ATA makes you part of a very large and growing association made up of people just like yourself. Self employed individuals, small business owners and their employees, contract employees both full and part time employees and people that have been caught in this economic downturn and while fully able to work have been either laid off or are seeking new employment.

Your Association membership automatically qualifies you for a number of both underwritten and discount benefits. In this package you will have information about the health plan you chose for your family, an accident rider that all members have as part of their membership. If you chose to add a critical illness benefit to your plan the information is enclosed. Also the discount benefits are attached. You will be receiving a second package from People's Express with your cards and material describing how your dental, vision, tele-doc and other Association discount benefits work to help you save money on these services.

To locate a provider in the network in your area either use the PPO network (on line at www.rba-ata.com or call 800-591-6764 to locate a provider). One note to remember when you are looking at physicians on line, at the right side of the page you will see a column titled NETWORK and listed by each physician you will see a network shown by its initials. That is what the physician or provider will recognize as a network they belong to. If you have any problems or issues with locating a provider in your area call us and let one of our customer service staff assist you. Also remember you are not required to use network providers and if you want to use a non-network physician, while they may not be a part of the network they will still accept your health plan by simply having them call us and verify benefits. Our customer service number is on your card. 800-591-6764

Also a major association benefit is access to Quest Labs and Lab One. If your provider wants lab work done simply ask for a prescription to Quest or Lab One and explain to the doctor your health plan provides you dramatic discounts when you go directly to the lab and have them bill your carrier. Providers understand this and will be very happy to cooperate. You go directly to the lab and have the draw done and they send the results to the provider and you save 60% to 70% off the cost of lab work. Call us if you need help finding a lab close to you.

Once you have finished going through the material please take a minute and either fill out the attached page and fax it to us at 800-546-7402 confirming your membership or go to our website at www.rba-ata.com and click on Association Confirmation and fill out your information and click submit to send your confirmation to us and to activate your benefits.

Either way you confirm to us.... Congratulations and Welcome Aboard!

**American Trade Association
Confirmation Page**

Name: _____

Member Number: _____

Effective Date: _____

Email Address: _____

Signature: _____

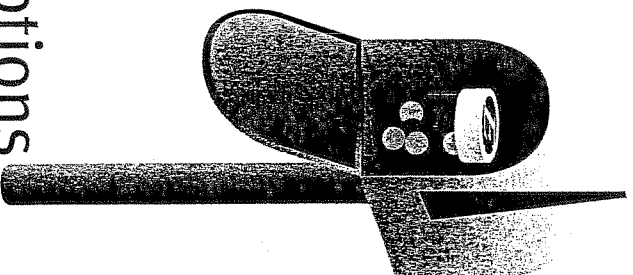
Please fill-out, sign and fax to us at 1-800-546-7402. Welcome to the ATA.

Express Scripts Home Delivery

FREQUENTLY ASKED QUESTIONS

- Q.** Do I have to pay extra to use Home Delivery?
- A.** No. Home Delivery is part of your prescription-drug benefit. That means the service is available to you at no additional cost.
- Q.** Can using Home Delivery save me money?
- A.** Depending on your plan's home-delivery benefit, you could save money by using Home Delivery vs. using your participating pharmacy. Check your plan for details and savings amounts.
- Q.** Which of my medications is ideal for Home Delivery?
- A.** Use Home Delivery for your maintenance medications. For a short-term illness requiring a one-time prescription (and no refills), such as an antibiotic, your participating pharmacy is the best choice.
- Q.** Are the drugs that I get through Home Delivery the same as the drugs I get at a participating pharmacy?
- A.** Yes. The Express Scripts Pharmacy dispenses the same medications you get at a participating pharmacy.
- Q.** Can the Express Scripts Pharmacy dispense medications that need to be refrigerated?
- A.** Yes. The Express Scripts Pharmacy will ship medications requiring refrigeration in cold packs.
- Q.** Can I have my prescriptions delivered rush or overnight?
- A.** Yes. For an additional charge, the Express Scripts Pharmacy can have your prescriptions sent overnight.
- Q.** Does the Express Scripts Pharmacy have easy-open bottle caps available?
- A.** Yes. Express Scripts ships prescriptions with child-resistant safety caps but will provide easy open caps at your request.
- Q.** What if I'm going to be at a temporary address (while on vacation, etc.)? Can my prescription be sent there?
- A.** Yes. Prescriptions can be sent to a temporary address if you will be at that address for at least 14 business days. Just call the Patient Care Contact Center to set up your temporary address.
- Q.** Do many people use Home Delivery?
- A.** Last year alone the Express Scripts Pharmacy filled more than 39 million prescriptions. Since 1986, we have been filling prescriptions for millions of Americans who enjoy the convenience of having their prescriptions delivered directly to their homes.

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Get your prescriptions

DELIVERED at HOME

Express Scripts Pharmacy



EXPRESS SCRIPTS®

You are entitled to have your prescription medications shipped directly to your home. This benefit is currently covered under your existing health plan, and is available at no additional cost to you. And standard shipping is free.



If you take prescription medications for asthma, heartburn, high blood pressure, allergies, high cholesterol or other long-term conditions, consider ordering your medications through Express Scripts Home Delivery.

Home Delivery offers the following benefits:

- Prescriptions are delivered directly to your home — with free standard shipping.
- You get up to a 90-day supply of your medications — which means fewer refills and visits to your pharmacy.
- You can speak with a pharmacist anytime, day or night.
- Once you begin using Home Delivery, you can order refills online or by phone.

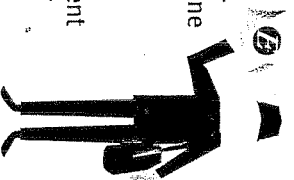
To have your prescriptions delivered to your home:

Online:

1. Visit www.express-scripts.com
2. Activate your account.
3. Follow the prompts to change prescriptions to Home Delivery or fill a new prescription.

By Mail:

1. Ask your doctor to write a prescription for up to a 90-day supply of your medication (plus refills for up to one year, if appropriate).
2. Complete a Home Delivery order form.
3. Mail your completed form, prescription and copayment to Express Scripts. When your order is received, your prescription will be filled and sent to you in seven to 10 days.



If you need an order form, please visit www.express-scripts.com to print one. If you don't have access to a computer, please call the Express Scripts toll-free number on the back of your card to request one.

CHOOSE the Express Scripts Pharmacy for HOME DELIVERY of your prescriptions.

The same high quality you've come to expect from your participating pharmacy

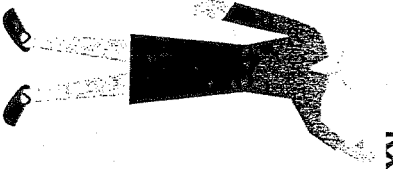
CONVENIENCE, SAFETY AND PERSONAL ATTENTION

- Prescriptions are delivered to your home within 10 to 14 days, with free standard delivery.
- Your prescription is double-checked for accuracy.
- Registered pharmacists are available to answer your questions anytime.

START HOME DELIVERY TODAY

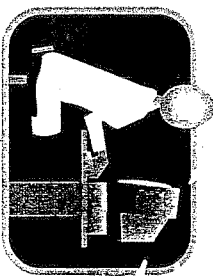
- Home Delivery is perfect for maintenance medications.
- Order refills by mail, by phone or online at www.express-scripts.com
- Mail an order form and a new prescription to begin service.

Rx

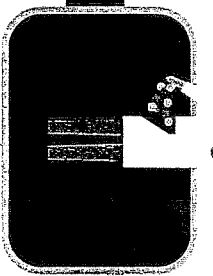


Getting your prescriptions delivered at home is as easy as **MAILING** a letter... or going **ONLINE**.

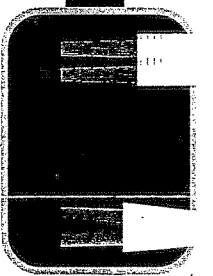
Send the prescription from your doctor and a completed enrollment form to Express Scripts.



Once the Express Scripts Pharmacy receives your written prescription, it is reviewed for possible drug interactions based on your health profile.



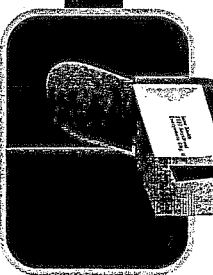
Once approved, the prescription is filled by a licensed pharmacist.



Your prescription is double-checked for accuracy.



Your medication is packaged in a plain, weather-resistant pouch for your privacy and protection.



Your medication is delivered free to your home with our standard delivery.

REFILLS are simple too!



REFILL OPTION 1:
Refills can be made on our website at www.express-scripts.com.



REFILL OPTION 2:
Refills can be made with a simple phone call.

Frequently Asked Questions

- Q.** What is a specialty pharmacy?
- A.** A specialty pharmacy provides injectable, oral and infused medications. These complex and costly medications usually require special storage and handling and may not be readily available at your local drug store. Sometimes these medications have side effects that require monitoring by a trained pharmacist or nurse. CuraScript focuses on providing these medications, while offering excellent clinical services and support to you and your caregivers.

Once you choose CuraScript, you will receive personalized medication management, insurance coordination, educational materials and social support services at no additional cost to you or your doctor.

- Q.** How easy is it to order a prescription refill?
- A.** As a reminder, CuraScript will contact you before you run out of your medication to ensure prompt delivery of your next refill.
- Q.** How long does it take to receive my medication?
- A.** Medications are generally shipped within 24 to 48 hours of CuraScript receiving your prescription(s). Deliveries are made to your home or to your doctor's office.
- Q.** What if I have questions about my medications?
- A.** At CuraScript, you have toll-free access to our staff of nurses and pharmacists who are experts trained in specialty medication.
- Q.** Who will instruct me on how to administer my medication?
- A.** In addition to your doctor's instruction, CuraScript's clinical teams are available to provide assistance over the phone.
- Q.** Is there a fee for having CuraScript fulfill my prescription needs?
- A.** You will be responsible for any copayments, coinsurance and deductibles as determined by your insurance company; delivery of your medication is free.
- Q.** Where do I get the supplies necessary to administer the medication?
- A.** We will ship all standard supplies with your medications, if applicable.
- Q.** How do I get started?
- A.** Simply call toll free 866.848.9870 to start service with CuraScript. A CuraScript representative will verify benefit coverage, assist with letters of medical necessity and coordinate delivery of medications to your home or to your doctor's office.



EXPRESS SCRIPTS®



CuraScript

An Express Scripts Company



Specialized Care One Patient at a Time



Welcome to CuraScript

We help patients.

At CuraScript — Express Scripts Specialty Pharmacy — what we do every day is all about patients. We do more than fill and deliver specialty medications — we help patients manage many health conditions, which include, but are not limited to:

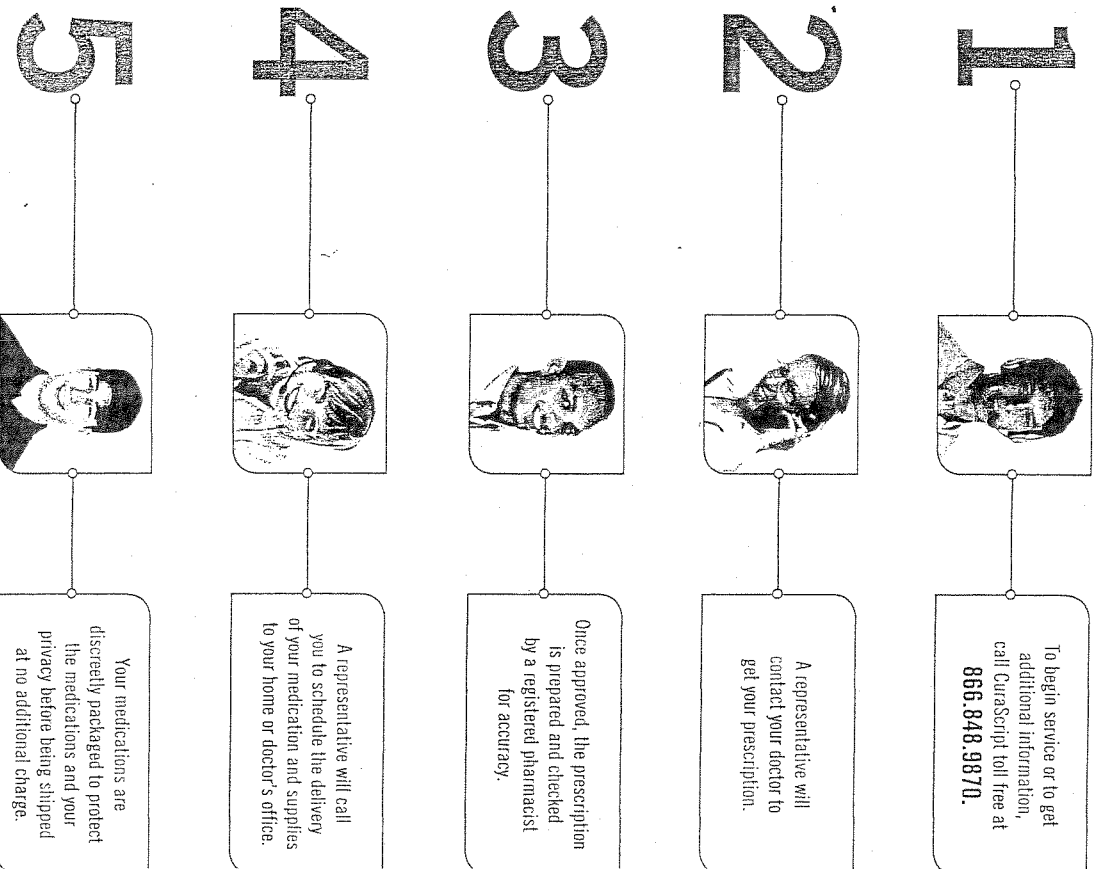
- Hepatitis C
- Rheumatoid Arthritis
- Crohn's Disease
- Cancer
- Bleeding Disorders
- Multiple Sclerosis
- Asthma
- Psoriasis
- Pulmonary Arterial Hypertension

We know that treatment with specialty medications can be difficult and stressful. We do everything we can to make it simple. Each patient is different and has different needs. That's why, when you begin with CuraScript, the first person you meet is a patient care coordinator, a professional caregiver who is dedicated to making sure you receive the best possible treatment. Coordinators work with a team of pharmacists, nurses, your doctor and your insurer to make sure you receive optimum care. They will call to remind you when it's time to refill your prescription. If needed, they coordinate with social services on your behalf.

"I do not often write letters of commendation for service employees because it is a rare occasion when you receive outstanding service that exceeds your expectations. My wife and I are senior citizens, and we are on a number of medications with limitations on our prescription coverage. Phyllis has been taking care of my prescription needs for several years and has been courteous, prompt, helpful and a delight to talk with each time I call."

How to get started.

CuraScript — Express Scripts Specialty Pharmacy — is a full-service specialty pharmacy that provides personalized care to each patient. With CuraScript, your specialty medications are quickly delivered to your home or to your doctor's office, at no additional charge. Getting started is easy with a simple phone call from you.



We handle everything about your medications for you.

Our patient care coordinators develop a care plan just for you and put it into action. We deliver your drugs to your home or to your doctor's office. We offer discreet, express delivery that is generally within 24 to 48 hours after we receive your completed prescription. We include all needed supplies with your shipment, such as needles and syringes.

We make it easy for you.

CLINICAL SUPPORT

Day or night, you can talk toll free with our pharmacists who are experts in specialty medications. You can ask them about potential interactions, find out what to do if you experience side effects and learn what to expect from a new medication.

THERAPY MANAGEMENT AND COUNSELING

Our patient care coordinators can arrange for a team of nurses to work with you — professionals who thoroughly understand your disease and specific needs. They can answer your questions, coordinate with your doctor and help you achieve the best possible outcomes from your therapy.

SOCIAL SERVICES

Our social workers provide support when you need it. For example, they arrange for counseling and work on your behalf to explore community or other sources of financial assistance, so you can afford your medications.

INSURANCE COORDINATION

Our insurance specialists take care of all billing issues. They coordinate with your health plan, talk with your doctor and obtain prior authorizations for you. Because they're experts at what they do, they speed up the process, making it possible for you to get your medications quickly.

We care for one patient at a time.

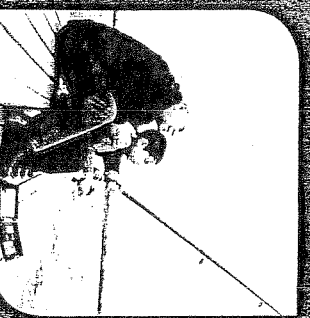
Our patient-care teams go through an intensive training period. Every CuraScript team member pledges that patients come first. We're proud of the personalized attention we give to patients. And we're gratified that many of them have taken time to tell us what our services have meant to them. We've received many letters expressing appreciation for the care — and caring — they've received.

We help you get the most from your treatment.

Living with a serious disease can be difficult, and we're here to help. CuraScript offers specialty-care management programs designed to provide you with comprehensive care well beyond your doctor appointments and prescriptions. Targeted to specific, chronic conditions such as multiple sclerosis, rheumatoid arthritis, hepatitis, bleeding disorders and others, these programs provide access to proactive, clinically based services designed to help you get the most from your medicine.

SERVICES INCLUDE:

- Calls from nurses to discuss your progress and anything that may affect your health, detect any new symptoms or medication side effects and help you take your medicine correctly to receive the greatest benefit from it
- Toll free access to pharmacists 24 hours a day, seven days a week
- Mailed educational materials and access to CuraScript websites that can help you manage your condition
- Access to on-staff social workers that provide emotional support and help identify community assistance programs in your area
- Coordination with patient assistance programs that offer financial help



Home Delivery Is Easy!

To help you get the most from the Express Scripts Pharmacy, we've put together a checklist to make the process even easier.

First Time Ordering?

- You should have at least a 30-day supply of your prescription on hand when you send in your new order, so you don't run out. Your initial order can take approximately 10-14 days to arrive once Express Scripts receives the prescription.
- Register your Home Delivery account with Express Scripts one of three ways:
 1. Complete a Home Delivery order form (available from your Benefits Administrator or by calling the number on the back of your member ID card).
 2. Set up your account at www.express-scripts.com.
 3. Let Express Scripts help by calling the number on the back of your member ID card.

Be sure to select your payment option (check, credit card or money order) when you sign up.

- Get a new Home Delivery prescription from your doctor. Make sure your doctor:
 - Writes the prescription for a 90-day supply plus refills for one year, if appropriate.
 - Includes his or her name, phone number, DEA number and signature on the prescription.
 - Clearly writes the patient's name, date of birth, mailing address and member ID number on the prescription.
- Send it in! Have your doctor contact Express Scripts for the correct fax number or mailing address.

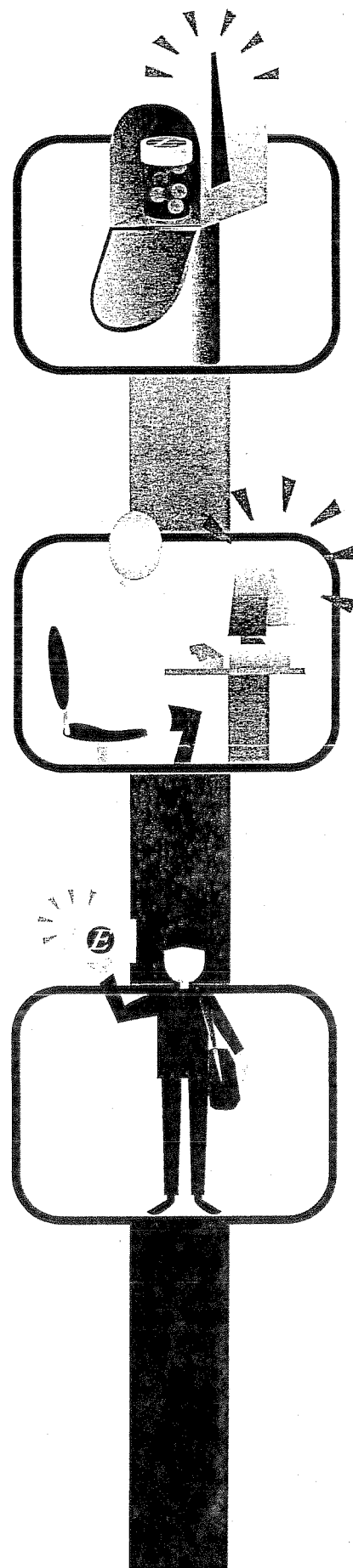
Need a Refill?

Refill your prescription when you have a 30-day supply left of your medication so you don't run out.

- Log on to www.express-scripts.com
- or-
- Call the number of the back of your member ID card

Place your order 24 hours a day, seven days a week.

If you have any questions about Home Delivery or your prescription-drug benefit, please call the number of the back of your member ID card.



EXPRESS SCRIPTS®

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07-05990



2009 Express Scripts National Preferred Formulary

A

ABILIFY (excluding Discmelt & solution)
 acarbose
 acebutolol
 acetaminophen w/codeine
 acetazolamide
 ACTIVELLA*
 ACTONEL with calcium
 ACTOPLUS MET
 ACTOS
 ACULAR, LS, PF *
 acyclovir
 ADDERALL XR*
 ADVAIR DISKUS, HFA
 ADVICOR
 AGGRENOX
 albuterol
 alendronate sodium
 ALLEGRA-D*
 ALPHAGAN P*
 amantadine
 AMBIEN CR*
 aminophylline
 amitriptyline
 amlodipine besylate
 amox tr/potassium clavulanate
 amoxicillin
 amphetamine salt combo
 anagrelide
 ANALPRAM-HC
 ANDRODERM
 ANDROGEL
 antipyrine w/benzocaine
 april
 aranelle
 ARANESP [INJ]
 ARICEPT, ODT
 ASACOL
 ASCENSIA AUTODISC, BREEZE/2
 ASCENSIA BRIO METER
 ASCENSIA CONTOUR SYSTEM
 ASCENSIA ELITE/XL
 ASTELIN
 atenolol, -chlorthalidone
 atropine sulfate
 AUGMENTIN XR
 AVELOX
 aviane
 AVINZA
 AXID solution only
 azathioprine
 azithromycin
 AZOR

B

balsalazide disodium
 balziva
 benazepril, /hctz
 BENZACLIN
 benzonatate
 benzoyl peroxide

betamethasone dp, valerate
 BETASERON [INJ]
 bisoprolol fumarate/hctz
 BONIVA TAB
 brimonidine tartrate
 bupropion, sr
 butalbital/apap/caffeine
 BYETTA [INJ]

C

calcipotriene
 calcitriol
 camila
 CANASA
 captopril, /hctz
 CARAC
 carbamazepine
 carbidopa-levodopa, er
 CARDIZEM LA*
 carisoprodol
 carvedilol
 cefaclor, er
 cefadroxil
 cefdinir
 cefpodoxime
 cefprozil
 cefuroxime
 CELEBREX
 CELLCEPT*
 cephalixin
 cesia
 CETROTIDE [INJ]
 chlorzoxazone
 cholestyramine
 choline mag trisalcylate
 chorionic gonadotropin [INJ]
 ciclesonide
 cimetidine
 CIPRODEX*
 ciprofloxacin, er
 citalopram
 clarithromycin, er
 CLIMARA PRO
 clidinium-
 chlordiazepoxide
 clindamycin phosphate
 clobetasol propionate
 clomiphene citrate
 clotrimazole troche
 clozapine
 colestimol
 COMBIPATCH
 COMBIVENT
 CONCERTA*
 COPAXONE [INJ]
 COREG CR
 COSOPT*
 COZAAR
 CREON
 CRESTOR
 CRINONE
 cryselle
 cyclobenzaprine hcl
 cyclosporine, modified
 CYMBALTA [SNRI]

F

famciclovir
 famotidine
 felodipine er
 fenofibrate
 fentanyl citrate
 fexofenadine
 FINACEA
 finasteride
 FLOMAX
 FLOVENT DISKUS, HFA
 fluconazole
 fluocinonide
 fluorouracil
 fluoxetine hcl
 fluphenazine
 flurazepam
 fluticasone nasal spray
 fluvoxamine maleate

D

desmopressin acetate
 desonide
 desoximetasone
 dexmethylphenidate
 dextroamphetamine sulfate
 diclofenac sodium
 dicyclomine hcl
 DIFFERIN
 diflunisal
 diltiazem, extended release
 DIOVAN, HCT
 diphenhydramine
 dipyridamole
 divalproex sodium
 doxepin hcl
 DUAC
 DUETACT
 DYNACIRC CR*

E

econazole
 EDEX [INJ]
 EFFEXOR XR [SNRI]
 ELIDEL
 ENABLEX
 enalapril, hctz
 ENBREL [INJ]
 enpresse
 enulose
 EPIPEN, JR [INJ]
 errin
 erythromycin
 erythromycin/benzoyl perox.
 ESTRADERM
 estradiol, tds
 ESTRATEST, H.S.
 estropipate
 etidronate disodium
 etodolac
 EUFLEXXA [INJ]
 EVAMIST
 EXELON
 EXFORGE

F

famciclovir
 famotidine
 felodipine er
 fenofibrate
 fentanyl citrate
 fexofenadine
 FINACEA
 finasteride
 FLOMAX
 FLOVENT DISKUS, HFA
 fluconazole
 fluocinonide
 fluorouracil
 fluoxetine hcl
 fluphenazine
 flurazepam
 fluticasone nasal spray
 fluvoxamine maleate

folic acid
 FOLLISTIM AQ [INJ]
 FOLTX
 FORADIL
 FORTEO [INJ]
 fortical
 fosinopril, /hctz

G

gabapentin
 GANIRELIX ACETATE [INJ]
 gemfibrozil
 GENOTROPIN [INJ]
 gentamicin sulfate
 glimepiride
 glipizide, er, xl
 glipizide/metformin
 GLUCAGAN [INJ]
 glyburide, micronized
 glyburide/metformin
 GONAL-F, RFF [INJ]
 granisetron
 guaifenesin w/pseudoephedrine

H

HALFLYTELY, -BISACODYL
 haloperidol
 HECTOROL
 HUMALOG [INJ]
 HUMIRA [INJ]
 HUMULIN [INJ]
 hydrochlorothiazide
 hydrocodone w/guaifenesin
 hydrocodone/acetaminophen
 hydrocortisone
 hydromorphone
 hydroxyurea
 hyoscynamine sulfate
 HYZAAR

I

ibuprofen
 imipramine
 indomethacin
 INTAL inh
 ipratropium bromide
 ipratropium-albuterol
 isosorbide mononitrate
 isotretinoin
 itraconazole

J

JANUMET
 JANUVIA
 jolessa
 jolivette
 Junel, fe

K

kariva
 kelnor
 KEPPPA*

ketconazole

L

labetalol hcl
 lactulose
 lamotrigine
 LANTUS, SOLOSTAR [INJ]
 leena
 leflunomide
 lessina
 LETAIRIS
 leucovorin
 leuprolide acetate [INJ]
 LEVAQUIN
 LEVEMIR, FLEXPEN [INJ]
 LEVITRA
 levora
 levothyroxine sodium
 levovyl
 LEXAPRO
 LIALDA
 LIDODERM
 LIPITOR
 lisinopril, /hctz
 LOTEMAX
 LOTREL*
 lovastatin
 LOVAZA
 LOVENOX*
 low-ogestrel
 LUMIGAN
 lutera
 LYRICA

M

meclizine hcl
 medroxyprogesterone acetate
 megestrol
 meloxicam
 MENEST
 MENOPUR [INJ]
 mercaptopurine
 MERIDIA
 METANX
 metaproterenol
 metformin, er
 methocarbamol
 methotrexate
 methylphenidate hcl
 methylprednisolone
 metoclopramide hcl
 metolazone
 metoprolol, hctz
 METROGEL
 metronidazole
 microgestin, fe
 mirtazapine, soltab
 moexipril/hctz
 mometasone
 mononessa
 morphine sulfate
 MUSE

N

nabumetone
 nadolol

NAMENDA
 naproxen
 NASACORT AQ
 NASONEX
 neon
 neomycin/polymyxin/dexamethasone
 neomycin/polymyxin/hc
 NEXIUM
 NIASPAN
 nifedipine er
 nisoldipine
 nitrofurantoin
 nitroglycerin
 NITROLINGUAL SPRAY
 nizatidine
 nora-be
 nortrel
 NOVAREL [INJ]
 NOVOFINE
 NOVOLIN [INJ]
 NOVOLOG [INJ]
 NUTROPIN, AQ [INJ]
 nystatin

O

ofloxacin
 ogestrel
 omeprazole
 ondansetron
 ONETOUGH II, BASIC, PROFILE
 ONETOUGH FASTTAKE
 ONETOUGH INDUO
 ONETOUGH SURESTEP
 ONETOUGH ULTRA,-2, -SMART
 ONETOUGH ULTRAMINI
 OPANA ER
 orphenadrine citrate
 ORTHO TRI-CYCLEN LO*
 oxcarbazepine
 oxybutynin, er
 oxycodone w/acetaminophen
 OXYCONTIN
 OXYTROL

P

paroxetine
 PATADAY
 PATANOL
 peg 3350/electrolyte
 PEGASYS [INJ]
 penicillin v potassium
 PERFORMIST
 perphenazine
 phentermine hcl
 phenytion sodium, extended
 pilocarpine hcl
 pindolol
 PLAVIX
 polymyxin b sul/trimethoprim
 portia
 PRAMOSONE

The following is a list of the most commonly prescribed drugs. It represents an abbreviated version of the drug list (formulary) that is at the core of your prescription-drug benefit plan. The list is not all-inclusive and does not guarantee coverage. In addition to using this list, you are encouraged to ask your doctor to prescribe generic drugs whenever appropriate.

PLEASE NOTE: The symbol * next to a drug signifies that it is subject to nonformulary status when a generic is available throughout the year. Not all the drugs listed are covered by all prescription-drug benefit programs; check your benefit materials for the specific drugs covered and the copayments for your prescription-drug benefit program. For specific questions about your coverage, please call the phone number printed on your ID card.

PRANDIN*
 pravastatin
 PRECISION SURE DOSE
 PRECISION XTRA
 prednisolone
 prednisolone acetate
 prednisone
 PREMARIN
 PREMPHASE
 PREMPRO
 PREVACID NAPRAPAC*
 previfem
 PREVPAC
 PROAIR HFA
 PROCHIEVE
 prochlorperazine
 PROCIT [INJ]
 promethazine
 promethazine w/codeine
 promethazine w/dm
 PROMETRIUM
 propranolol hcl, w/hctz
 PROTOPIC*
 PROVENTIL HFA
 pseudoephedrine
 w/chlorpheniramine
 PULMICORT, -FLEXHALER

terbinafine hcl
 terbutaline sulfate
 TEV-TROPIN [INJ]
 theophylline,
 anhydrous, er
 thioridazine hcl
 thyroid
 tiia fe
 timolol maleate
 tobramycin sulfate
 TOPAMAX*
 TRACLEER
 trandolapril
 trazodone hcl
 tretinoin
 triamcinolone acetonide
 triazolam
 TRICOR
 tri-legest fe
 trimethobenzamide
 trimethoprim
 trinessa
 tri-previfem
 tri-sprintec
 trivora
 TRUSOPT*
 TUSSIONEX
 TWINJECT [INJ]

Q

quasense
 quinapril
 quinaretic
 QVAR

U

ULTRASE, -MT
 UROXATRAL
 URSO, FORTE
 ursodiol

R

ramipril
 RANEXA
 ranitidine
 REBIF [INJ]
 reclipsen
 RENAGEL
 RENVELA
 ribasphere
 ribavirin
 risperidone
 ropinirole

V

VAGIFEM
 VALTRESX*
 velivet
 ventlafaxine
 VENTOLIN HFA
 verapamil hcl
 VESICARE
 VIGAMOX
 VIVELLE-DOT
 VOLTAREN GEL

S

salsalate
 selenium sulfide
 SEREVENT DISKUS
 SEROQUEL, XR
 sertraline
 SIMCOR
 simvastatin
 SINGULAIR
 SKELAXIN*
 sodium sulfacetamide/
 sulfur
 solia
 SPIRIVA
 sprintec
 sronyx
 STARLIX
 STRATTERA
 STRIANT
 SULAR
 sulfacetamide sodium
 sulfasalazine
 SYMBICORT
 SYMBYAX
 SYMLIN, SYMLINPEN [INJ]

W

warfarin
 WELCHOL

X

XALATAN
 XENICAL*
 XOPENEX neb solution
 XYZAL

Y

YASMIN*
 YAZ

Z

zaleplon
 zenchent
 ZETIA
 zolpidem tartrate
 ZOMIG, ZMT
 zonisamide
 zovia
 ZYLET
 ZYMAR*
 ZYPREXA
 (excluding Zydys)

T

TAMIFLU
 tamoxifen
 TAZORAC
 TEGRETOL XR
 TEKTURN, HCT
 temazepam

Examples of Nonformulary Medications With Selected Formulary Alternatives

The following is a list of some nonformulary brand-name medications with examples of selected alternatives that are on the formulary.

Column 1 lists examples of nonformulary medications.
 Column 2 lists some alternatives that can be prescribed.

Thank you for your compliance.

Nonformulary	Formulary Alternative	Nonformulary	Formulary Alternative
ACCOLATE	Singulair	FROVA	Zomig/ZMT
ACCU-CHEK meters/strips	Ascensia, OneTouch	GEODON	risperidone, Abilify (regular tabs), Seroquel/XR, Zyprexa (non-Zydys)
ACIPHEX	omeprazole, Nexium	HUMATROPE	Genotropin, Nutropin/AQ, Tev-Tropin
AEROBID, M	Flovent Diskus/HFA, Pulmicort/Flexhaler, Qvar	HYALGAN	supartz, Euflexxa
ALAMAST	Pataday, Patanol	IMITREX Nasal	Zomig Nasal
ALOCRIL	Pataday, Patanol	INVEGA	risperidone, Abilify (regular tabs), Seroquel/XR, Zyprexa (non-Zydys)
ALORA	Generic patches, Estraderm, Vivelle-Dot	IOPIDINE	brimonidine tartrate, Alphagan P*, Cosopt*, Trusopt*
ALREX	Generic steroids	LESCOL, XL	lovastatin, pravastatin, simvastatin, Crestor, Lipitor
ALTOPREV	lovastatin, pravastatin, simvastatin, Crestor, Lipitor	LIPOFEN	Zomig/ZMT
AMERGE	Zomig/ZMT	LUNESTA	zolpidem tartrate, Ambien CR*
ANGELIQ	Activella*, Prempro/Premphase	MAXAIR AUTOHALER	Proair HFA, Proventil HFA, Ventolin HFA
ANTARA	fenofibrate, Tricor	MAXALI, MLT	Zomig/ZMT
ANZEMET	granisetron, ondansetron	MENOSTAR	Generic patches, Estraderm, Vivelle-Dot
APIDRA	Humalog, Novolog	METADATE CD	methylphenidate, Concerta*
ASMANEX	Flovent Diskus/HFA, Pulmicort/Flexhaler, Qvar	MICARDIS	Cozaar, Diovan
ATACAND	Cozaar, Diovan	MICARDIS HCT	Diovan HCT, Hyzaar
ATACAND HCT	Diovan HCT, Hyzaar	NEVANAC	diclofenac sodium, Acular/LS/PF*
ATRALIN	tretinoin, Differin	NORDITROPIN	Genotropin, Nutropin/AQ, Tev-Tropin
AVALIDE	Diovan HCT, Hyzaar	NOROXIN	ciprofloxacin/er, ofloxacin, Avelox, Levaquin
AVANDAMET	Actoplus Met	NUVARING	Ortho Tri-Cyclen Lo*, Yasmin*, Yaz
AVANDARYL	Duetact	OMNARIS	flunisolide, fluticasone, Nasacort AQ, Nasonex
AVANDIA	Actos	OMNITROPE	Genotropin, Nutropin/AQ, Tev-Tropin
AVAPRO	Cozaar, Diovan	OPTIVAR	Pataday, Patanol
AVITA	tretinoin, Differin	ORTHO EVRA	Ortho Tri-Cyclen Lo*, Yasmin*, Yaz
AVODART	finasteride, Fiomax, Uroxatral	ORTHOVISC	supartz, Euflexxa
AXERT	Zomig/ZMT	OVIDREL	chorionic gonadotropin, Novarel
AZASITE	ciprofloxacin, ofloxacin, Vigamox, Zymar*	PATANASE	Astelin
AZELEX	tretinoin, Differin, Finacea	PEG-INTRON, REDIPEN	Pegasy
AZMACORT	Flovent Diskus/HFA, Pulmicort/Flexhaler, Qvar	PRECISION QID, PCX	Ascensia, OneTouch
AZOPT	brimonidine tartrate, Alphagan P*, Cosopt*, Trusopt*	PREFEST	Activella*, Prempro/Premphase
BECONASE AQ	flunisolide, fluticasone, Nasacort AQ, Nasonex	PREVACID	omeprazole, Nexium
BENICAR	Cozaar, Diovan	PRISTIQ	Cymbalta, Effexor XR
BENICAR HCT	Diovan HCT, Hyzaar	PROZAC WEEKLY	fluoxetine (daily), citalopram, paroxetine, sertraline, Lexapro
BRAVELLE	Follistim AQ, Gonal-F/RF	QUIXIN	ciprofloxacin, ofloxacin, Vigamox, Zymar*
BROVANA	Perforomist	RELENZA	Tamiflu
CARDENE SR	amlodipine, felodipine er, nifedipine er, Dynacirc CR*, Sular	RELPAK	Zomig/ZMT
CEDAX	amox tr/potassium clavulanate, cefdinir, Augmentin XR	RETIN-A, MICRO	tretinoin, Differin
GENESTIN	estradiol, Menest, Premarin	RHINOCORT AQUA	flunisolide, fluticasone, Nasacort AQ, Nasonex
CIALIS	Levitra	RITALIN LA	methylphenidate, Concerta*
CIPRO HC	ofloxacin, Ciprodex*	SAIZEN	Genotropin, Nutropin/AQ, Tev-Tropin
CLARINEX	roxofenadine, Xyzal	SANCTURA, XR	oxybutynin/er, Enablex, Vesicare
DETROL, LA	oxybutynin/er, Enablex, Vesicare	SOF-TACT	Ascensia, OneTouch
DIPENTUM	balsalazide disodium, Asacol, Pentasa	SPECTRACEF	amox tr/potassium clavulanate, cefdinir, Augmentin XR
DIVIGEL	Generic patches, Evamist	SYNTHROID	levothyroxine sodium, levoxyl
ELESTAT	Pataday, Patanol	SYNVISC	supartz, Euflexxa
ELESTRIN	Generic patches, Evamist	TESTIM	Androderm, Androgel
ENUVIA	estradiol, Menest, Premarin	TEVETEN	Cozaar, Diovan
EPOGEN	Aranesp, Procrit	TEVETEN HCT	Diovan HCT, Hyzaar
ESTRASORB	Generic patches, Evamist	TOBRADEX	Zylet
ESTROGEL	Generic patches, Evamist	TRAVATAN, Z	Lumigan, Xalatan
FACTIVE	ciprofloxacin, ofloxacin, Avelox, Levaquin	TRIGLIDE	fenofibrate, Tricor
FemHRT	Activella*, Prempro/Premphase	VERAMYST	flunisolide, fluticasone, Nasacort AQ, Nasonex
FEMTRACE	estradiol, Menest, Premarin	VIAGRA	Levitra
FENOGLIDE	fenofibrate, Tricor	VYTORIN	simvastatin, Crestor, Lipitor
FERTINEX	Follistim AQ, Gonal-F/RF	VYVANSE	methylphenidate, Concerta*
FML FORTE	Generic steroids, Lotemax	XIBROM	diclofenac sodium, Acular/LS/PF*
FOCALIN, XR	dexmethylphenidate, methylphenidate, Concerta*	XOPENEX HFA	Proair HFA, Proventil HFA, Ventolin HFA
FOSRENOL	Renagel, Renvela	ZEGERID	omeprazole, Nexium
FREESTYLE	Ascensia, OneTouch		

KEY

The symbol [INJ] next to a drug name indicates that the drug is available in injectable form only.
 The symbol [SNRI] stands for Serotonin-Norepinephrine Reuptake Inhibitor.
For the member: Generic medications contain the same active ingredients as their corresponding brand-name medications, although they may look different in color or shape. They have been FDA-approved under strict standards.
For the physician: Please prescribe preferred products and allow generic substitutions when medically appropriate. Thank you.
 Brand-name drugs are listed in CAPITAL letters.
 Generic drugs are listed in lower case letters.

THIS DOCUMENT LIST IS EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2009. THIS LIST IS SUBJECT TO CHANGE.

You can get more information and updates to this document at our web site at www.express-scripts.com.

» THE ANSWER «

Switching to a generic version of your medications is an easy way to save money.

It's your choice.

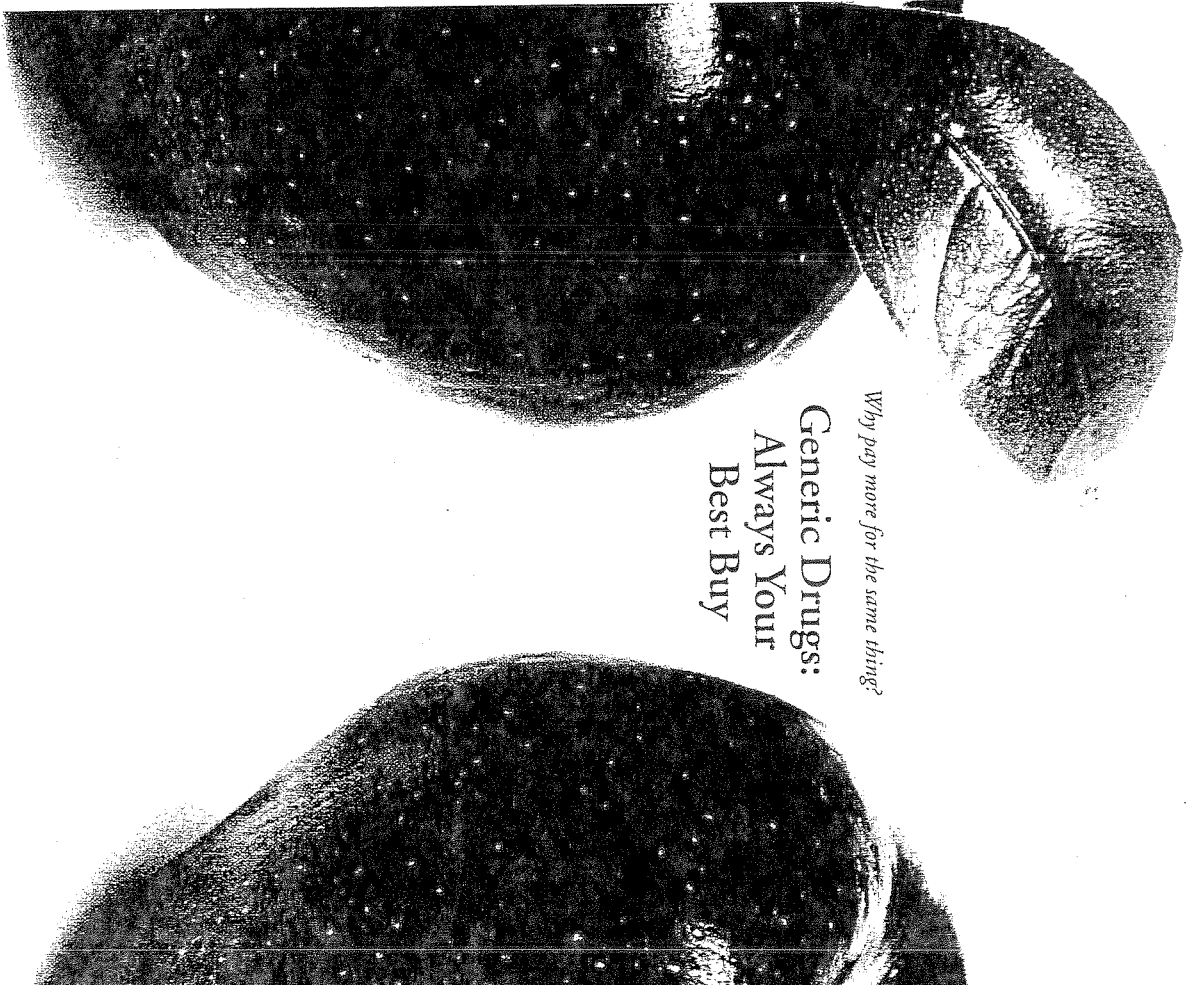
» The next time you get a prescription, ask your doctor if there's a generic that might be right for you. Generic medications are a safe and cost-effective alternative to brand-name drugs.

» Want more information? If you're an Express Scripts member, register today at www.express-scripts.com and compare drug prices (generic vs. brand). Learn about home delivery of your medications, find a pharmacy near you and more.

*Find out how much
you can save at
www.express-scripts.com*



EXPRESS SCRIPTS®



Why pay more for the same thing?

**Generic Drugs:
Always Your
Best Buy**

Express Scripts, Inc. All Rights Reserved 08-07858 MKTBRGD06-04243 (3/08)



EXPRESS SCRIPTS®

» QUESTION «

“What’s the biggest difference between brand-name drugs and generics?”

Cost. Generics cost less.

» It’s no wonder that nearly two-thirds of all prescriptions are filled with generic drugs. The fact is, consumers are smart. And every day, more people learn that generic drugs — which are chemically the same as their brand-name counterparts — are always the best value.

» Today, generic drugs to treat most common conditions are readily available — conditions such as:

- HIGH CHOLESTEROL
- HIGH BLOOD PRESSURE
- DEPRESSION
- ALLERGIES
- HEARTBURN

And the good news is that more generic drugs come to market each year, giving you even more opportunities to save.

With the exact same quality, generics cost less.

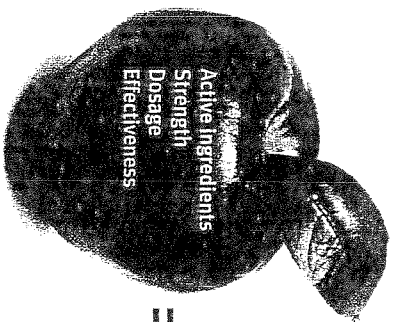


Fig. 1
BRAND-NAME DRUG

=

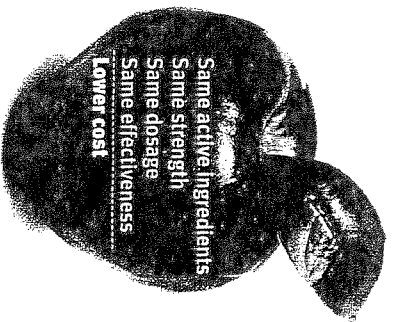


Fig. 2
GENERIC DRUG

» QUESTION «

“Do generic drugs work as well as brand-name drugs?”

Top-notch safety and effectiveness.

» Generic and brand-name drugs have exactly the same active ingredients, so they work the same way in the body. The strengths and dosages are also the same, so changing from a brand-name to a generic drug shouldn't cause any problem.

» Generic and brand-name drugs may look different, and they may have slightly different inactive ingredients, but these minor differences don't make them any less effective. When you choose generics, you can be assured of receiving quality medication.

*Talk with your doctor
to see if a generic
drug is available for
your condition and
right for you.*

Generics meet all the
quality standards of their
brand-name equal.



Fig. 3

SAFETY ASSURED

» QUESTION «

What makes brand-name drugs so expensive?

No added costs with generics.

» Drug manufacturers spend a lot of money. On average, development costs for a new drug run \$800 million. Then add in the high cost of marketing, advertising and distribution, and it's easy to see why brand-name drugs are so expensive.

» But manufacturers of generic drugs don't have to foot the bills for research, development and clinical trials to prove safety and effectiveness. It's already been done. And they don't advertise. As a result, their costs are much lower, and they pass the savings on to you.

Generics don't have to foot the bill for research, development or advertising.

Added costs make brand-name drugs expensive.



Fig. 4
PRINT
ADVERTISING

+

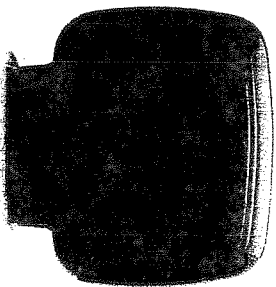


Fig. 5
TELEVISION
MARKETING

=



HIGHER
COST

Exhibit E

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

)
)
)

I, MAX FAGAN, being duly sworn, hereby state as follows:

1. I reside at 1147 Kacie Drive, Pleasant View, Tennessee 37146. I currently work as an attorney in private practice.
2. On or about August 2009, my family and I purchased health insurance offered by the American Trade Association (ATA).
3. I learned about ATA after my wife spoke with Angie Posey, who is the wife of Bart Posey. Angie Posey came into the First State Bank in White House, Tennessee, where my wife was employed. At the time my family and I had a health insurance plan, which was offered through First State Bank. However, my wife was about to leave First State Bank, and my family and I were going to need health insurance from another source. Angie Posey gave my wife the contact information for ATA. I spoke with a gentleman at ATA. He gave me the details of the health insurance they offer.
4. After I purchased the health insurance, I received a membership packet from ATA. I also received an insurance card which stated claims were to be sent to SDS, LLC 4676 Highway 41 North in Springfield, Tennessee.
5. I have filed several medical claims with SDS that have not been paid by ATA. Soon after we purchased the ATA product, my step-daughter had to be admitted to the hospital. She was diagnosed with Type 1 juvenile diabetes.

After this diagnosis, my step-daughter had to go back to the hospital for follow-up visits and to learn how to manage her diabetes. The bills for the hospital stay and the follow-up visits total approximately \$5,000.00, and they were submitted to SDS, LLC for payment. None of the claims related to my step-daughter's illness have been paid.

6. In January 2010, I had to have a medical test done. The resulting costs were about \$3,000.00. I also had a surgical procedure performed after purchasing the ATA health insurance. Both of these claims were submitted to SDS, LLC and neither claim has yet to be paid.
7. My wife has also had the need to use the ATA health insurance. The claims submitted concerning her medical needs were submitted to SDS, LLC and have not been paid.
8. In addition to the costs of the unpaid claims, I will have much difficulty in obtaining new health insurance because of my step-daughter's pre-existing condition.
9. I purchased the ATA health insurance in August 2009 and since that time, I have paid \$506.00 per month directly to ATA as premium payments. The most recent payment I have made was in February 2010.
10. I recently discovered the discount prescription plan through Express Scripts has been terminated. I was told by SDS to pay for my own prescriptions, and that they would reimburse any prescription costs until the plan was reinstated.
11. I have provided the attached documents to representatives of the Tennessee Department of Commerce and Insurance, Insurance Division.

I have read the foregoing statement consisting of 3 pages and _____ attachments.

I fully understand this statement and it is true, accurate and complete. I made this statement freely and voluntarily without any threats or rewards, or promises of reward having been made to me in return for it

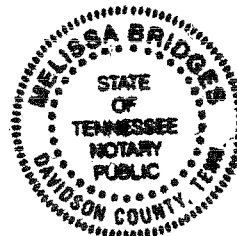
Further affiant saith not.

Max Fagan
Max Fagan

Sworn to and subscribed before me this 18th day of March, 2010.

Melina Bridges
Notary Public

My commission expires: 09/03/12



My Commission Expires SEPT. 3, 2012

SDS LLC
4876 HWY 41 N
SPRINGFIELD, TN 37172

F & M BANK
SPRINGFIELD, TN 37172
67-336/841

2521

12/23/2009

PAY TO THE ORDER OF First State Bank

\$**588,539.78

Five Hundred Eighty-Eight Thousand Five Hundred Thirty-Nine and 78/100 ***** DOLLARS

First State Bank

MEMO

Loan 6799716

Burt Sposey
AUTHORIZED SIGNATURE

⑈00252⑈

Details on Back
Security Features Included

CREDITED TO THE ACCOUNT OF PAYEE
ABSENCE OF PAYEE'S ENDORSEMENT
GUARANTEED
FIRST STATE BANK
GOODLETTSVILLE, TN

3

6799716

2.a.
APPLICATION

COMMERCIAL LOAN APPLICATION

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

New Joint application (Identify other applicants)

Refinance/Consolidation Loan Number(s), Balance, and Lender's Name:

Renewal/Extension (No New Advances)

Renewal with New Advance

Other Modification (Explain)

To: **First State Bank**
300 North Creek Blvd.
Goodlettsville, TN 37072

For Internal Use Only

Date Received 12/20/04 By _____

Action Taken: Approved Declined Rejected

Date Reviewed _____ By _____

Action Taken: Approved Declined Rejected

Date Notified _____ By _____

Notification Sent: In Person Telephone Letter

1. LOAN APPLICANT: Loan Applicant General Information

Legal Name Bart Posey Organizational Form, Where and When Organized (ex., Corporation, Delaware, 1984)

Franchise, in full force and without defaults, with (Name of Franchiser)

Name(s) of Affiliated Entities _____

Current Tradename(s) _____ Other Tradenames Used in Last 10 Years

Local Address 3448 Forest Park Rd.
Springfield, TN 37172

Principal Executive Office Address _____

Phone No: _____ Phone No: _____

Fax No: _____ Fax No: _____

Tax Identification Number _____ Nature of Business _____ NAICS Code _____

Principals' Names, Addresses, Position Titles, Social Security Numbers and Date of Birth - (for individuals only)

Accountant Name, Address, and Phone Number

See p15

Financial Statements. (Check all that apply and attach statements to this application.)

Fiscal Year _____ Calendar Year _____

Financial Statements covering _____ to _____

Accounts Receivable Schedule covering _____ to _____

Inventory Schedule covering _____ to _____

Income Tax/Informational Returns for tax years _____

Other (Specify) _____

Other Statements. (Check all that apply and attach statements to this application.)

Business Plan dated _____

Project Plans & Specifications Project Budget dated _____

Franchise Agreement, FTC Franchiser Disclosure Statement

List of outstanding judgments or threatened lawsuits, arbitration, or other proceeding against loan applicant.

Other (Articles of Incorporation, Resolutions, etc.) _____

2. LOAN REQUEST AND SOURCES OF REPAYMENT

Amount Requested \$ 159,318.00

Commercial Purpose Loan Agricultural Purpose Loan

Use of Proceeds (Brief Description of Intended Use): _____

Loan Advances (Choose One)

Single Advance/Closed End

Revolving Draw Loan

Draw Loan

Construction/Permanent Loan

Revolving Draw Construction Loan

Draw Construction Loan

Loan Payment (Choose One)

Principal and Interest

Principal, plus Interest

Interest Only

Single Payment

Other (describe)

Requested Payment Amount \$ 5,989.00 with Balloon \$ _____

Requested First Payment Date _____ Requested Loan Term _____

Payment Frequency (if installment) Monthly Quarterly Semi-Annually Other (describe)

Requested Interest Rate Fixed Variable Index (if Variable) _____

List of primary and secondary sources of repayment for this loan:

LOAN SECURITY: The requested loan will be secured. (Complete this section if checked.)

All loan proceeds will be for purchase of collateral. \$ _____ of the proceeds will be for purchase of collateral.

Description of purchase money collateral: 4676 Hwy 41 North
Springfield, In 37127 Appraised value of purchase money collateral \$ _____

Brief description of non-purchase money collateral: _____ Description of current property insurance on non-purchase money collateral
Type: _____ Deductible: _____
Coverage: _____ Term: _____

Appraised value \$ _____

Liens on collateral (List any collateral with liens on it, the amount of underlying debt, the names and addresses of collateral's lienholders)

Non-Applicant owners of collateral. Attach a separate list with name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

LOAN GUARANTY: The requested loan will be guaranteed. (Complete this section if checked.)

Legal name _____

Address _____

Phone No: _____

Guarantor or affiliate were declared bankrupt within the last 10 years.
 There are outstanding judgments against Guarantor. (Attach Summary)
 On a separate sheet, list each threatened or pending lawsuit, arbitration, or other proceeding and its amount claimed.

Guarantor Financial Statements. If checked, Guarantor is an entity and will provide financial statements upon request by Lender.

Security. Brief description of collateral to secure this guaranty _____ Description of current property insurance on existing collateral
Type: _____ Deductible: _____
Coverage: _____ Term: _____

Appraised value of guaranty collateral \$ _____

Liens on collateral (List any collateral with liens on it, the amount of underlying debt, and the names and addresses of collateral's lienholders):

Non-Guarantor owners of collateral. If checked, attach a separate list with the name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

NOTICE - JOINT CREDIT:
We intend to apply for joint credit. (initials) _____

CREDIT DENIAL NOTICE: If your gross revenues were \$1,000,000 or less in your previous fiscal year, or you are requesting trade credit, a factoring agreement, or similar types of business credit in this Commercial Loan Application, and if your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact (Name, address, and telephone number of the person or office from which the statement of reasons can be obtained):

within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice that follows describes additional protections extended to you.

EQUAL CREDIT OPPORTUNITY NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

SIGNATURES. By signing below, Loan Applicant submits this application and the information provided on all accompanying financial statements and schedules for the purpose of obtaining credit and represents that the information submitted is accurate and complete. Loan Applicant acknowledges that representations made in this application will be relied on by Lender in evaluating this application and, if approved, in extending credit. Loan Applicant represents that none of the parties named in this application have relied on advice from the Lender in applying for or receiving any credit. Loan Applicant acknowledges that Lender has not made any commitment to approve this application and extend credit, unless otherwise agreed to in writing. Lender is authorized to conduct any inquiries it decides are necessary to verify the accuracy of the information contained in this application and to use any reasonable method to determine the creditworthiness of the Loan Applicant. Lender is also authorized to answer any questions from others about Lender's credit experience with the parties in this application. Loan Applicant will promptly notify Lender of any subsequent changes which would affect the accuracy of this application, and will provide all documents and information that Lender decides are necessary to complete this application. Loan Applicant authorizes Lender to retain this application, whether or not Lender approves any extension of credit. Any intentional misrepresentation of the information contained herein could result in criminal action under federal law.

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them.

Bob Stang
Applicant Name

By X _____ for Applicant Title _____ Date _____

By X _____ for Applicant Title _____ Date _____

For internal Use Only

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call/Col.	Account	Officer	Initials
\$659,318.64	06-27-2006	06-27-2009	6799716	1E/120	P901298	HBL	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: BART S POSEY
3448 FOREST PARK RD
SPRINGFIELD, TN 37172

Lender: First State Bank
West End Commercial Office
1720 West End Ave. Suite 500
Nashville, TN 37203

Principal Amount: \$659,318.64 **Initial Rate:** 9.000% **Date of Note:** June 27, 2006

PROMISE TO PAY. BART S POSEY ("Borrower") promises to pay to First State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Fifty-nine Thousand Three Hundred Eighteen & 64/100 Dollars (\$659,318.64), together with interest on the unpaid principal balance from June 27, 2006, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 35 regular payments of \$5,988.34 each and one irregular last payment estimated at \$625,312.85. Borrower's first payment is due July 27, 2006, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on June 27, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.000% per annum. The interest rate to be applied to the unpaid principal balance during this Note will be at a rate of 1.000 percentage point over the Index, resulting in an initial rate of 9.000% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than (except for any higher default rate shown below) the lesser of 21.000% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First State Bank, Credit Administration Office, P.O. Box 839 Union City, TN 38281.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 7.500% of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 21.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

- Payment Default.** Borrower fails to make any payment when due under this Note.
- Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.
- Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.
- Insecurity.** Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Davidson County, State of Tennessee.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to

PROMISSORY NOTE
(Continued)

administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: a Mortgage or Deed of Trust to a trustee in favor of Lender on real property located in ROBERTSON County, State of Tennessee.

FINANCIAL STATEMENT. I agree to provide to you, upon request, any financial statements and information you may deem necessary. I warrant that all financial statements or information I provide to you are or will be accurate, correct, and complete.

FURNISHING FINANCIAL INFORMATION. During the term of the Note and any extensions or renewals hereof, Borrower shall furnish an annual financial statement prepared in form acceptable to Bank, as soon as practicable but no later than 90 days after Borrower's year end and such interim financial statements and all other information and material as Bank may from time to time request. If an Event of Default (as defined below) shall have occurred and be continuing for which the Bank does not accelerate the indebtedness evidenced by the Note, which consists of the failure of Borrower to provide financial statements and other information as required by the terms of the Note, the interest rate applicable to the Note, for a period beginning three days after written notice of such default is given and ending upon the curing of such default, shall, at Bank's option, be increased by one quarter of one percent (.25%) for the first 30 days of said default and by an additional one quarter of one percent (.25%) during each 30-day period thereafter during which such default continues. Such interest rates shall apply to the entire outstanding principal balance of the Note. Upon the curing of such default, the interest rate on the Note shall revert to the applicable interest rate hereunder, effective as of the date on which said default is cured. Borrower acknowledges that such increased interest rate is intended to compensate Bank for the potentially higher credit risk and increased administrative costs associated with such failure to furnish timely financial information.

OTHER SECURITY. Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such is my principal dwelling and you fail to provide any required notice of right of rescission.

SCANNED DOCUMENTS. This Note and all documents related to this Note (collectively, the "Documents") will be scanned into an optical retrieval system and the original documents may be destroyed. By signing this Note, you agree that a copy from the optical retrieval system of any of the Documents shall have the same legal force and effect as an original and can be used in the place of an original in all circumstances and for all purposes, including but not limited to negotiation, collection, legal proceeding or authentication.

BALLOON MORTGAGES. An exhibit, titled "SPECIAL NOTICE FOR BALLOON MORTGAGES," is attached to this Note and by this reference is made a part of this Note just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

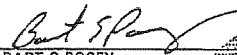
NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: First State Bank Credit Administration P. O. Box 839 Union City, TN 38281.

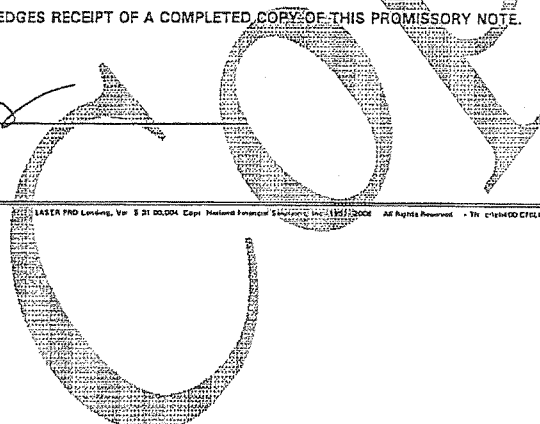
GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X 
BART S POSEY



Arkansas

Exhibit G

STATE OF ARKANSAS
State Insurance Department
CERTIFICATE

I, the undersigned Insurance Commissioner of Arkansas,
do hereby certify that the foregoing documents hereto attached
contain a true and complete copy of the

ARKANSAS INSURANCE DEPARTMENT
EMERGENCY CEASE AND DESIST ORDER
AND ORDER TO SHOW CAUSE

AID NO. 2010-013

DATED JANUARY 28, 2010

IN THE MATTER OF
American Trade Association, Real Benefits Association,
Smart Data Solutions, Serve America Assurance, LTD,
Beema-Pakistan Company Ltd., Bart Posey, Richard Bachman,
Obed Kirkpatrick, Association of Franchise and Independent
Distributors, LLC, Insurance Resource Group, Inc.,
Association of Independent Managers, Inc.

And that the original is now among the files in my office.



In Witness Whereof, I have hereunto set my
hand and affixed the official seal of this
Department at the City of Little Rock,
Arkansas, this 18th day of February, 2010.


Insurance Commissioner

Before the Insurance Commissioner
Of the State of Arkansas

IN THE MATTER OF AMERICAN TRADE ASSOCIATION,
REAL BENEFITS ASSOCIATION, SMART DATA SOLUTIONS,
SERVE AMERICA ASSURANCE, LTD., BEEMA-PAKISTAN
COMPANY LTD., BART POSEY, RICHARD BACHMAN, OBED
KIRKPATRICK, ASSOCIATION OF FRANCHISE AND
INDEPENDENT DISTRIBUTORS, LLC, INSURANCE RESOURCE
GROUP, INC., ASSOCIATION OF INDEPENDENT
MANAGERS, INC.

RESPONDENTS

AID NO. 2010- 013

EMERGENCY CEASE AND DESIST ORDER & ORDER TO SHOW CAUSE

Now on this day the matter of American Trade Association, Real Benefits Association, Smart Data Solutions, Serve America Assurance, LTD., Beema-Pakistan Company LTD., Bart Posey, Richard Bachman, Obed Kirkpatrick, Association of Franchise and Independent Distributors, LLC, Insurance Resource Group, Inc., and Association of Independent Managers, Inc. ("Respondents") is taken under consideration by Jay Bradford, Insurance Commissioner for the State of Arkansas ("Commissioner"), with the Arkansas Insurance Department (the "Department") appearing through Chief Counsel, Booth Rand, and from the facts, matters and other items before him, the Commissioner finds as follows:

1. The Commissioner has jurisdiction to prohibit persons or entities engaging in unauthorized insurance transactions with residents in this state under Ark. Code Ann. § 23-65-101(a). No person shall act as an insurer or transact insurance in this state

unless authorized by a subsisting certificate of authority issued to it by the Commissioner under Ark. Code Ann. § 23-63-201. Under Ark. Code Ann. § 23-65-101(b)(1)(A), the Commissioner may summarily order a person to cease and desist from an act or practice if there is reason to believe that a person or entity has not complied with Ark. Code Ann. § 23-65-101 or any other provision of the Arkansas Insurance Code. Pursuant to Ark. Code Ann. § 23-61-503, any person or entity which provides coverage in this state for medical benefits shall be presumed subject to the jurisdiction of the State Insurance Department and shall also be subject to all other applicable provisions of the Arkansas Insurance Code.

2. Respondents American Trade Association ("ATA"), Real Benefits Association ("RBA"), Smart Data Solutions ("SDS"), Serve America Assurance, LTD, ("Serve America"), Beema-Pakistan Company LTD ("Beema"), Obed Kirkpatrick, Bart Posey and Richard Bachman were issued a Cease and Desist Order by the Oklahoma Insurance Department ("OID") on or about November 9, 2009 in Oklahoma Insurance Department Order # 09-1544. On January 8, 2010, such Respondents were also issued a Notice of a Violation of the Cease and Desist Order. OID determined that such Respondents were transacting or selling health plans in that state without a required license or licenses in Oklahoma.

3. Respondents RBA, ATA, Serve America, and Beema were issued a Cease and Desist Order by the Connecticut Insurance Department on August 27, 2009 in Connecticut Insurance Department ("CID") Order # CA-09-72. CID determined that such Respondents were transacting or selling health plans in that state without a license or required licenses in Connecticut.

4. Respondents RBA, ATA and Serve America were issued a Cease and Desist Order by the Indiana Insurance Commissioner on November 7, 2008 in Indiana Insurance Department Order # 7543-AG08-1031-272. The Indiana Insurance Commissioner determined that such Respondents were transacting or selling health plans in that state without a license or required licenses in Indiana.

5. Respondents ATA and Serve America were issued a Cease and Desist Order by the Michigan Office of Financial and Insurance Regulation ("OFIR") on December 14, 2009 in OFIR Enforcement Case # 09-7518. OFIR determined that such Respondents were transacting or selling health plans in that state without a license or required licenses in Michigan.

6. Respondents Bart Posey, Richard Bachman, Obed Kirkpatrick & SDS were issued a Cease and Desist Order by the North Carolina Insurance Department ("NCID") on May 16, 2008 in Order # D1417. NCID determined that such Respondents were transacting or selling health plans in that state without a license or required licenses in North Carolina.

7. Respondents Serve America, Beema, ATA, SDS and Real Benefits were issued a Cease and Desist Order by the Washington Insurance Commissioner on or about January 7, 2010 in Washington Insurance Commissioner Order # 10-0001. The Washington Insurance Commissioner determined that such Respondents were transacting or selling health plans in that state without a license or required licenses in Washington.

8. Respondents Association of Franchise and Independent Distributors, LLC. ("AFID") and Beema were issued a Cease and Desist Order by the Ohio Insurance

Department on or about May 18, 2009. The Ohio Insurance Commissioner determined that such Respondents were transacting insurance in that state without a license or required licenses in Ohio. On June 2, 2009, the Ohio Insurance Department entered a final Order of Cease and Desist against AFID as well as other parties for unauthorized practice of insurance in Ohio Insurance Department Order # LGL 000-2013-H.

Similarly, Respondent AFID was named as a Respondent in a North Carolina Insurance Department Consent Cease and Desist Order entered in North Carolina Insurance Department Order # 1417 in October of 2008. In this Order, the North Carolina Insurance Department determined that, inter alia: (1) AFID is a limited liability company located in Springfield, Ohio; (2) AFID is a purported membership association that markets and sells major medical, limited medical indemnity, vision, dental, life, and disability insurance through independent insurance agents with which AFID has brokerage agreements; (3) AFID's health insurance plans have been marketed under various names, including the One Advantage Plan, One Advantage Program, Privilege Care, Per4mance Health Plan, "Per4mance Plan, Per4mance Plan Plus, and similar names; (4) AFID has jointly offered major medical insurance benefits with the Real Benefits Association; (5) Real Benefits is purportedly an association located in Basking Ridge, New Jersey. Individuals who applied for major medical insurance benefits through AFID were required to elect membership in the RBA on their benefits applications; and (6) AFID has represented that its insurance plans are backed by contracts issued by multiple insurance companies, no licensed insurer has issued an insurance policy covering AFID members.

9. As a result of the nationwide state insurance department alerts and activity including cease and desist orders issued against the above Respondents, on December 17, 2009, the Arkansas Insurance Department ("Department") issued a news release warning Arkansas residents from purchasing health insurance with associations to Respondents Real Benefits, ATA, Serve America, SDS and Beema. Based upon investigation, the Department has determined that at least thirty-nine (39) Arkansas residents have purchased health insurance associated with such entities.

10. During the course of an ongoing investigation into the above entities, the Department became aware that a Mr. Hubert Reed and his wife of Pulaski County, Arkansas purchased two medical insurance policies beginning on or about January 1, 2008 and October 31, 2008, by, with or through the following associations, AFID, the Insurance Resource Group Inc. ("IRG"), RBA, and the Association of Independent Managers, Inc. ("AIM"). According to investigative materials submitted to the Department, Mr. Reed regularly paid premium on the policies. According to investigative materials submitted to the Department, the Reeds incurred over \$150,000.00 in medical bills which were denied by one or more of the above described entities, or their administrator(s), because of a "pre-existing condition" of Ms. Reed. Materials submitted to the Department indicate that Respondents SDS and Richard Bachman responded to Mr. Reed as to the coverage issues with the Reeds; in addition, materials submitted to the Department by the Reeds referenced Respondent Beema as providing insurance coverage on the policies.

11. Respondent Serve America holds itself out as the underwriting insurer for the American Trade Association and Real Benefits Association health products.

12. Respondent Beema is believed to be a corporation organized under the laws of Pakistan with a principal place of business in Karachi, Pakistan.

13. Respondent ATA is an Arkansas limited liability company with a principal place of business in Springfield, Tennessee. Respondent Obed Kirkpatrick is the president of ATA. Respondent Richard Bachman is the vice president of ATA.

14. Respondent SDS is a Tennessee limited liability company with a principal place of business also in Springfield, Tennessee. Respondent Bart Posey is an officer of SDS. Respondent Bachman has held himself out as working for or on behalf of SDS. Respondent Bachman has been issued a non-resident insurance producer's license by this Department. Respondent SDS was licensed by this Department as third party administrator on or about January of 2010.

15. Real Benefits Association is a New Jersey limited liability company with an address in New York, NY. Respondent David Clark is president of Real Benefits Association.

16. None of the Respondents have been granted a certificate of authority to act as an insurer in Arkansas.

17. According to the other issued state insurance department cease and desist orders on Respondents, none of the Respondent member associations are qualified by the Department of Labor as unions under a collective bargaining agreement exempt from state insurance department regulation.

18. Respondents have acted in concert to sell unauthorized health insurance in violation of Ark. Code Ann. § 23-65-101(a)(1) which states: "No person or entity in this state shall act as an agent or broker or otherwise represent or aid any insurer,

health maintenance organization, multiple employer trust, association, or any other person or entity in the solicitation, negotiation, or effectuation of insurance, inspection of risks, fixing of rates, investigation or adjustment of losses, collection of premiums, or in any other manner in the transaction of insurance with respect to subjects of insurance resident, located or to be performed in this state if that entity or person is not authorized to licensed by the State Insurance Department for those purposes. "

19. The Commissioner finds that a public emergency exists for the issuance of an emergency order.

The Commissioner hereby Orders the following:

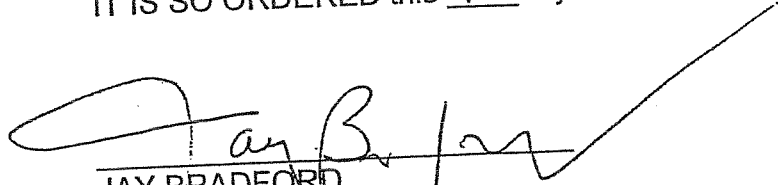
1. Pursuant to Ark., Code Ann. § 23-65-101(b)(1)(A), Respondents ATA, Serve America, Real Benefits, Beema, Bart Posey, SDS, Richard Bachman, Obed Kirkpatrick, Association of Franchise and Independent Distributors, LLC, Insurance Resource Group, Inc., and Association of Independent Managers, Inc. are hereby Ordered to immediately cease and desist from the sale, solicitation and administration of any health plans or medical insurance in this state. Pursuant to Ark., Code Ann. § 23-65-101(b)(2)(A), the Respondents are hereby ordered to appear at an administrative hearing and to show cause why a final Order should not be permanently issued. The notice setting the time and date of the hearing shall be described in a separate administrative notice.

2. Respondents ATA, Serve America, Real Benefits, Beema, Bart Posey, SDS, Richard Bachman, Obed Kirkpatrick, SDS, Association of Franchise and

Independent Distributors, LLC, Insurance Resource Group, Inc., and Association of Independent Managers, Inc. are further ordered to produce at the Arkansas Insurance Department, within fifteen (15) days of receipt of this Order, a complete listing of the names and addresses of all Arkansas consumers who have enrolled in any health insurance plans or discount plans issued through or by Respondents ATA, Real Benefits, AFID, Insurance Resource Group, or Beema, or administered by SDS, as well as provide a detailed accounting of the amount of premium collected by Respondents from Arkansas residents for health plans offered by or through Respondents. Respondents ATA, Real Benefits, AFID, Insurance Resource Group or Beema, or administered by SDS are further ordered to provide to the Department, within fifteen (15) days of receipt of this Order, a complete listing of all of its books, records and accounts for examination by the Department.

3. Respondent SDS third party administrator's license issued by this Department on or about January 1, 2010 is revoked on an emergency basis for violating Ark. Code Ann. § 23-65-101(a)(1) for administering or aiding unauthorized health insurance programs. Respondent SDS shall be entitled to an administrative hearing as set out in a separate administrative notice.

IT IS SO ORDERED this 28th day of January, 2010.

A handwritten signature in black ink, appearing to read "Jay Bradford", written over a horizontal line.

JAY BRADFORD
INSURANCE COMMISSIONER
STATE OF ARKANSAS