

Redacted Copy

PARTNERSHIP INTEREST PURCHASE AGREEMENT

Between

DSN HOLDINGS, INC.
As Purchaser

and

BARTON L. POST, JOSEPH F. BRADY
AND
PROFESSIONAL 3RD PARTY ADMINISTRATOR, INC.
As Sellers

DATED AS OF: DECEMBER 27, 2013

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PARTNERSHIP INTEREST PURCHASE AGREEMENT

THIS PARTNERSHIP INTEREST PURCHASE AGREEMENT is made as of the 27th day of December, 2013, by and between DSN HOLDINGS, INC., a Delaware corporation ("Purchaser"), and BARTON L. POST, an adult individual ("Post"), JOSEPH F. BRADY, an adult individual ("Brady"), and PROFESSIONAL 3RD PARTY ADMINISTRATOR, INC., a Pennsylvania corporation (the "General Partner"). Each of Post, Brady, and the General Partner is referred to herein individually as a "Seller" and collectively as the "Sellers".

BACKGROUND

A. Professional Third Party, LP, a Pennsylvania limited partnership (the "Partnership"), is engaged in the business of providing insurance-related administrative services, primarily as the attorney-in-fact to Professional Casualty Association, a Pennsylvania reciprocal insurance company that provides professional liability insurance to physicians and other healthcare providers ("PCA") (such business, as heretofore conducted by the Partnership, being collectively referred to herein as the "Business").

B. Post and Brady, collectively, own all of the outstanding limited partnership interests of the Partnership (collectively, the "Limited Partner Interests") as set forth on Schedule A.

C. The General Partner is the sole general partner of the Partnership and owns all of the outstanding general partnership interest in the Partnership (the "General Partner Interests") as set forth on Schedule A. Post and Brady are the only shareholders of the General Partner.

D. Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to Purchaser, all of the Limited Partner Interests and General Partner Interests of the Partnership pursuant to, and in accordance with, the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, representations, and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. DEFINITIONS: GENERAL PROVISIONS

1.1. Definitions. For purposes of this Agreement and the Exhibits and Schedules attached hereto, the following terms shall have the meanings specified or referred to below, unless the context otherwise requires:

1.1.1 "AIF Agreement" - The undated Attorney-In-Fact Agreement between the Partnership and PCA pursuant to which the Partnership provides services as attorney-in-fact to PCA.

1.1.2 "Affiliate" - with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified Person.

1.1.3 "Agreement" - this Partnership Interest Purchase Agreement, including all amendments hereof and all Exhibits and Schedules hereto.

1.1.4 "Annual Statutory Statements" - as defined in Section 3.4(c).

1.1.5 "Brady" - as defined in the introductory paragraph to this Agreement.

1.1.6 "Breach" - a "Breach" of a representation, warranty, covenant, obligation or other provision of this Agreement or any Related Agreement will be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation or other provision.

1.1.7 "Business" - as defined in Paragraph A of the Background of this Agreement.

1.1.8 "Claim Notice" - as defined in Section 9.5(a).

1.1.9 "Client" - any Person (including, without limitation, any insured, or any insured to whom or which any sub-producer provides insurance services) to whom or which PCA (or any of its employees or independent contractors on behalf of PCA) has provided, at any time within the twenty-four (24) months preceding the Closing Date, any services that PCA provides in the conduct of PCA's business, including any employer, employer group, affinity group, association and any shareholder or member of any of the foregoing, any individual insured, retail insurance agent or broker, and any insurance carrier or other entity to the extent third party administration claims processing or underwriting is performed by such Person for such carrier or other entity.

1.1.10 "Client Accounts" - the business account between PCA and any Client of PCA.

1.1.11 "Closing" - the completion of the Contemplated Transactions pursuant to Section 2.4.

1.1.12 "Closing Cash Payment" - [REDACTED]

1.1.13 "Closing Date" - the date and time as of which the Closing actually takes place.

1.1.14 "Code" - the Internal Revenue Code of 1986, as amended, or any successor law, and any regulations promulgated by the IRS pursuant to that code or any successor law.

1.1.15 "Confidential Information" - as defined in Section 10.2.

1.1.16 “Consent” - any approval, consent, ratification, waiver, or other authorization or release (including any Governmental Authorization).

1.1.17 “Contemplated Transactions” - collectively, all of the transactions contemplated by this Agreement and each of the Related Agreements.

1.1.18 “Contract” - any agreement or contract (whether written or oral) that is legally binding.

1.1.19 “Control” - or any derivation thereof, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through the ownership of securities or of partnership or other ownership interests, by Contract or otherwise) of any other Person; *provided, however*, that, in any event, any Person which owns or holds, directly or indirectly, ten percent (10%) or more of the voting securities or ten percent (10%) or more of the partnership or other equity interests of any other Person (other than as a limited partner of such Person) will be deemed to “Control” such other Person.

1.1.20 “Copyrights” - as defined in clause (b) of the definition of the term “Intellectual Property”.

1.1.21 “Damages” - as defined in Section 9.9.

1.1.22 “Debtor Relief Laws” - collectively, any bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally.

1.1.23 “Deductible” - as defined in Section 9.6(a).

1.1.24 “Department of Insurance” - the Pennsylvania Insurance Department.

1.1.25 “Dollars” and “\$” - dollars constituting legal tender for the payment of public and private debts in the United States of America.

1.1.26 “Employee Benefit Plans” - collectively, any plan, program, arrangement, agreement, or commitment that is a severance or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, pension, stock purchase, stock option, stock appreciation rights, phantom stock, restricted stock, profit sharing, 401(k), severance pay, life, health, disability, accident, medical insurance, vacation, or other employee benefit plan, program, arrangement, agreement or commitment, including any “employee benefit plan” as defined in § 3(3) of ERISA that is maintained by the Partnership or to which the Partnership contributes, or has any obligation to contribute, or with respect to which the Partnership is a “plan sponsor” (as defined in § 3(16)(B) of ERISA) or in which the Partnership otherwise participates or may have any Liabilities.

1.1.27 “Encumbrance” - any charge, claim, equitable interest, lien, option, pledge, security interest, or right of first refusal, restriction, covenant, easement, license, lease, mortgage, obligation, title defect or imperfection or right of others.

1.1.28 "Environmental Law" - collectively, all Legal Requirements concerning pollution or protection of human health or the environment, including laws relating to emissions, discharges, releases (as defined in the Comprehensive Environmental Compensation, Response and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended), or potential releases of Hazardous Substances into ambient air, surface water, groundwater, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., each as amended from time-to-time.

1.1.29 "ERISA" - the Employee Retirement Income Security Act of 1974, as amended, or any successor law, and any regulations and rules issued pursuant to that act or any successor law.

1.1.30 "Escrow Agreement" - the Escrow Agreement to be executed at the Closing between Purchaser and the Sellers in the form attached hereto as Exhibit "A".

1.1.31 "Financial Statements" - collectively, the Partnership's audited balance sheets for, and related audited statements of income, partners' equity and cash flows for, the years ended December 31, 2011 and December 31, 2012, including the notes thereto and the reports prepared in connection therewith by the independent certified public accountants reporting thereon, copies of which financial statements are attached hereto as Schedule B.

1.1.32 "Fundamental Indemnification Carve-Out Claim" - as defined in Section 9.5(c).

1.1.33 "GAAP" - at any particular time, generally accepted accounting principles as in effect in the United States at such time.

1.1.34 "General Partner" - as defined in the introductory paragraph of this Agreement.

1.1.35 "General Partner Interests" - as defined in Paragraph C of the Background of this Agreement.

1.1.36 "General Release" - the general release to be executed at the Closing by each of the Sellers in favor of the Partnership in the form attached hereto as Exhibit "B".

1.1.37 "Governmental Authorization" - any Consent, license or permit issued, granted or given by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

1.1.38 "Governmental Body" - any federal, state, local, municipal, foreign or other governmental or quasi-governmental entity, authority, bureau or agency of any nature or any official organization chartered, created or sponsored by the same.

1.1.39 "Hazardous Substances" - any substance that forms, or could form, the basis for any Liability under any applicable Environmental Law, or that is defined or listed in, or otherwise classified pursuant to, any applicable Environmental Law or other Legal Requirement or Order, as a "hazardous substance," "hazardous material," "hazardous air pollutant," "extremely hazardous substance," "hazardous waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, regulate or classify substances by reason of their potentially deleterious properties such as ignitability, flammability, corrosivity, reactivity, combustibility, dispersability, volatility, carcinogenicity, or toxicity including, radioactive materials, explosives, urea formaldehyde, asbestos, polychlorinated biphenyls and also including petroleum products, byproducts and wastes or byproducts associated with the extraction, refining or use of petroleum, petroleum products or other hydrocarbons, whether or not any such petroleum products, byproducts, wastes or other hydrocarbons are listed or classified in such laws or regulations.

1.1.40 "Indebtedness" - collectively, without duplication and with respect to any applicable Person, (a) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (b) any indebtedness evidenced by any note, bond, mortgage, debenture or other debt security, (c) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current Liabilities incurred in the ordinary course of such Person's business), (d) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), (e) any indebtedness guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse), (f) any indebtedness secured by an Encumbrance on a Person's assets, (g) any obligations of a Person under capitalized leases according to GAAP, (h) any payment to be made pursuant to sale-leaseback transactions, (i) any payment to be made pursuant to a non-compete payment obligation or change of control payment obligation, (j) Liabilities related to the acquisition of or by such Person and including earn-out or similar contingent purchase amounts, and (k) any amounts outstanding under any letters of credit, bankers acceptance or similar instrument, in each case, including interest, fees and prepayment premiums or penalties thereon.

1.1.41 "Indemnified Party" - as defined in Section 9.7(b).

1.1.42 "Indemnifying Party" - as defined in Section 9.7(b).

1.1.43 "Insurance Premium Assets" - all of PCA's cash and collections, each as solely related to insurance premiums' account receivables, less commissions included in such amounts, all determined in accordance with the PCA's past practices, consistently applied.

1.1.44 "Insurance Premium Liabilities" - all of PCA's accounts payable solely related to insurance premiums for which cash has been received by PCA as part of the Insurance Premium Assets, all determined in accordance with PCA's past practices, consistently applied.

1.1.45 "Intellectual Property" - collectively, the following intangible assets:

(a) all fictitious business names, and any trade names, registered and unregistered trademarks, servicemarks and logos (including the name "Professional Third Party" and any derivation or variation thereof), together with all translations, adaptations, derivations and combinations thereof that are used in connection therewith and including all goodwill associated therewith and any applications or registrations therefor, and renewals in connection therewith (collectively, the "Marks");

(b) all copyrights in both published works and unpublished works and all applications, renewals and registrations thereof (collectively, the "Copyrights");

(c) all developments and inventions (whether or not patentable), all proprietary rights and business information (including ideas, research and development, know-how, compositions, technical data, designs, drawings, specifications, customer lists, supplier and vendor lists, pricing and cost information, and business and marketing plans and proposals) (collectively, "Trade Secrets");

(d) computer software and databases (including all source code, object code and all related applications and data files, as well as all documentation pertaining thereto, including flow charts, logic diagrams, manuals, guides and specifications) (collectively, "Software"); and

(e) all other intellectual property and proprietary rights, including the absolute right (if any) to bring, prosecute, settle or litigate any and all claims for interference, violation or infringement of any of the foregoing intangible assets, regardless of the date(s) upon which such claims arose.

1.1.46 "Interim Balance Sheet Date" - October 31, 2013, which is the date of the Interim Financial Statements which will be delivered by the Sellers to Purchaser simultaneously with the execution and delivery of this Agreement pursuant to Section 3.4(b); *provided, however*, that solely for purposes of the representations and warranties set forth in Section 3.4(b), the term "Interim Balance Sheet Date" shall also be deemed to refer to the date of the balance sheet included in each set of Interim Financial Statements, if any, which are hereafter delivered by the Sellers to Purchaser pursuant to Section 5.2(g), as the context requires.

1.1.47 "Interim Financial Statements" - collectively, the interim financial statements of the Partnership as of the Interim Balance Sheet Date as referred to in Section 3.4(b), together with any interim financial statements of the Partnership which are hereafter delivered by the Sellers to Purchaser pursuant to Section 5.2(g).

1.1.48 "Interim Statutory Statements" - as defined in Section 3.4(d).

1.1.49 "IRS" - the United States Internal Revenue Service.

1.1.50 "Knowledge of the Sellers" - with respect to a particular fact or matter, the actual knowledge of either Limited Partner or any other manager or officer of the Partnership with respect to such fact or matter, and the actual knowledge of any such Person that would

have been obtained after due inquiry by them. For purposes hereof, the term "due inquiry" means, with respect to either Limited Partner or any other manager or officer of the Partnership, (a) a reasonable review by such Person of the relevant books, records and properties of the Sellers, the Partnership or PCA relating to matters relevant to such particular fact or matter and (b) a reasonable inquiry by such Person of each other Person (including any Representative of the Partnership or PCA) who would reasonably be expected to have actual knowledge of such fact or matter as a result of such other Person's position or duties.

1.1.51 "Leased Personal Property" - collectively, all tangible personal property described on Schedule C with respect to which a Lease is in effect under which the Partnership currently makes annual rental payments of Ten Thousand Dollars (\$10,000.00) or more or cannot terminate and cancel without Liability upon not more than thirty (30) days' prior written notice.

1.1.52 "Leased Real Property" - collectively, all real estate and the buildings and improvements erected on, and all improvements and asset additions which are affixed to, any such real estate that are described on Schedule D and with respect to which a Lease is in effect.

1.1.53 "Lease" and "Leases" - individually and collectively, as appropriate, the leasehold interests of the Partnership in (a) the Leased Real Property and (b) the Leased Personal Property pursuant to the Contracts identified on Schedule E.

1.1.54 "Legal Requirement" - any United States federal, state or local law, ordinance, principle of common law, regulation or statute (including any code of ethics applicable to attorneys or the practice of law), as in effect from time-to-time.

1.1.55 "Liabilities" - collectively, any debt, obligation, loss contingency or liability (whether known or unknown, liquidated, contingent or otherwise), regardless of whether such debts, obligations or liabilities would be required to be disclosed on a balance sheet prepared in accordance with GAAP or in the footnotes thereto.

1.1.56 "Limited Partner" - each of Post and Brady individually, and "Limited Partners" means Post and Brady, collectively.

1.1.57 "Limited Partner Interests" - as defined in Paragraph B of the Background of this Agreement.

1.1.58 "Marks" - as defined in clause (a) of the definition of the term "Intellectual Property".

1.1.59 "Material Adverse Effect" - any event, circumstance, change, occurrence or effect that has a material and adverse effect upon the Business or the assets, Liabilities, condition (financial or otherwise), operations or results of operations of the Partnership, taken as a whole.

1.1.60 "Material Contracts" - as defined in Section 3.12(a).

1.1.61 "Noncompetition Period" - [REDACTED] period commencing on the Closing Date and continuing until and including the [REDACTED] of the Closing Date.

1.1.62 "Order" - any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body, or by any arbitral tribunal.

1.1.63 "Organizational Documents" - collectively (a) with respect to a Person that is a corporation, (i) the articles or certificate of incorporation, or similar documents, of such Person, (ii) the by-laws, or similar documents, of such Person and (iii) any other organizational or similar document pertaining to such Person, and (b) with respect to a Person that is a limited partnership, (i) the certificate of limited partnership, or similar documents, of such Person, (ii) the limited partnership agreement, or similar documents, of such Person, and (iii) any other organizational or similar document pertaining to such Person.

1.1.64 "Ownership Percentage" - (a) for and with respect to [REDACTED] and (b) for and with respect to [REDACTED] and (c) for and with respect to the [REDACTED], which are their respective percentage ownership interests in the Partnership Interests of the Partnership.

1.1.65 "Partnership" - as defined in Paragraph A of the Background of this Agreement.

1.1.66 "Partnership Indemnified Taxes" - collectively, any and all Taxes together with any Damages arising out of or incident to the determination, assessment or collection of such Taxes: (a) imposed on the Partnership with respect to (i) any taxable period or portion thereof ending on or prior to the Closing Date or (ii) the portion of the Straddle Period ending on the Closing Date (determined in accordance with Section 9.4(b)); (b) imposed on the Sellers with respect to any taxable period; or (c) resulting from the Breach of the representations and warranties set forth in Section 3.7 [Taxes].

1.1.67 "Partnership Interests" - collectively, the General Partner Interests and the Limited Partner Interests.

1.1.68 "PBGC" - the Pension Benefit Guaranty Corporation.

1.1.69 "PCA" - as defined in Paragraph A of the Background of this Agreement.

1.1.70 "Permitted Encumbrances" - collectively, the Encumbrances set forth on Schedule F.

1.1.71 "Person" - any individual, corporation, general or limited partnership, limited partnership, limited liability partnership, joint venture, estate, trust, association, organization, or other legal entity or Governmental Body.

1.1.72 "Post" - as defined in the introductory paragraph to this Agreement.

1.1.73 "Proceeding" - any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

1.1.74 "Producers" - collectively, each employee and independent contractor of PCA who is responsible for sales or business development with respect to the Business, including account executives that are responsible for business development and serve as the principal contact with any Client Account, and retail agents or brokers (whether individuals or entities) with respect to whom PCA acts as wholesaler or managing general agent.

1.1.75 "Production Statements" - as defined in Section 5.9.

1.1.76 "Proposed Settlement" - as defined in Section 9.7(d).

1.1.77 "Purchase Price" - [REDACTED]

1.1.78 "Purchased Partnership Interests" - collectively, all of the Partnership Interests owned by each Seller, which are described on Schedule A.

1.1.79 "Purchaser" - as defined in the introductory paragraph to this Agreement.

1.1.80 "Purchaser Indemnitees" - as defined in Section 9.2.

1.1.81 "Qualified Plans" - as defined in Section 3.8(c).

1.1.82 "Related Agreements" - collectively, all agreements, documents, certificates and instruments to be delivered pursuant to or in connection with this Agreement or the Contemplated Transactions, as well as all exhibits, annexes, and schedules to any of the foregoing, including each of the agreements, documents, certificates and instruments identified in Section 2.3.

1.1.83 "Representative" - with respect to a particular Person shall include any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, investment bankers and other financial advisors.

1.1.84 "Restricted Territory" - collectively, the geographic territory consisting of the Commonwealth of Pennsylvania and any other geographic area in which any Affiliate of Purchaser conducts business during the Noncompetition Period.

1.1.85 "SAP" - the statutory accounting principles prescribed or permitted by the Department of Insurance, applied on a consistent basis.

1.1.86 "Seller" and "Sellers" - as defined in the introductory paragraph to this Agreement.

1.1.87 "Seller Indemnitees" - as defined in Section 9.3.

1.1.88 *[Intentionally Omitted]*

1.1.89 "Software" - as defined in clause (d) of the definition of the term "Intellectual Property".

1.1.90 "Specific Indemnity Matters" - as defined in Section 9.2(c).

1.1.91 "Straddle Period" - as defined in Section 9.4(b)(ii).

1.1.92 "Surplus Notes" - collectively, [REDACTED]

[REDACTED] and which are more fully identified on Schedule G.

1.1.93 "Tax" (including, with correlative meaning, "Taxes") - any federal, state, local and foreign net income, alternative or add-on minimum, estimated, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital profits, lease, service, fringe benefits, license, withholding, payroll, employment, social security, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, registration, capital stock, social security (or similar), unemployment, disability, customs duty or other tax, governmental fee, unclaimed property, or other like assessment or charge of any kind whatsoever (including any Tax imposed under § 1374 of the Code, and any liability incurred or borne by virtue of the application of Treasury Regulation § 1.1502-6 (or any similar or corresponding provision of state, local or foreign law)), as a transferee or successor, by contract or otherwise, together with all interest, penalties, additions to tax and additional amounts with respect thereto.

1.1.94 "Tax Claim" - as defined in Section 9.5(b).

1.1.95 "Tax Return" - all returns, declarations, reports, claims for refund, information statements, reports, accounts, computations, assessments, registrations and other documents relating to Taxes, including all schedules and attachments thereto, and including all amendments thereof.

1.1.96 "Third Party Claims" - as defined in Section 9.7(b).

1.1.97 "Threatened" - a Proceeding, claim, dispute or other matter will be deemed to have been "Threatened" with respect to any Person, if such Person has received any demand, statement or other notice with respect to such Proceeding, claim, dispute or other matter.

1.1.98 "Trade Secrets" - as defined in clause (c) of the definition of the term "Intellectual Property".

1.2. General Provisions; Incorporation of Background.

(a) Unless expressly provided otherwise in this Agreement, or the Related Agreements, or unless the context requires otherwise:

(i) all capitalized terms used in the Related Agreements that are defined in this Agreement shall have the respective meanings ascribed to them herein;

(ii) all accounting terms used in this Agreement and in the Related Agreements shall have the meanings ascribed to them in accordance with GAAP;

(iii) the singular shall mean the plural, the plural shall mean the singular, and the use of any gender shall include all genders; and all references to any particular party defined herein shall be deemed to refer to each and every Person defined herein as such party individually, and to all of them, collectively, jointly and severally, as though each were named wherever the applicable defined term is used;

(iv) all references to "Sections" shall be deemed to refer to the provisions of this Agreement and all references to "Schedules" and "Exhibits" shall be deemed to refer to the Schedules and Exhibits annexed to this Agreement, which are incorporated herein by this reference;

(v) all references to time herein shall mean Eastern Standard Time or Eastern Daylight Time, as then in effect;

(vi) all references to any section (§), sections (§§), paragraphs, or other provisions of any Legal Requirement that consists of a law, ordinance, regulation, statute, or treaty, shall be deemed to include successor, amended, renumbered, and replacement provisions thereof;

(vii) the word "including" shall not limit the preceding words or terms;

(viii) the terms "hereof," "hereby," "hereunder," "herein" and similar terms shall refer to this Agreement as a whole; and

(ix) the terms "party" or "parties" shall refer to the Sellers and Purchaser and their respective successors and permitted assigns, individually or collectively, as the context may require.

(b) The Background provisions set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety in this Section 1.2(b).

2. PURCHASE AND SALE OF PARTNERSHIP INTERESTS; CLOSING

2.1. Purchase and Sale of Purchased Partnership Interests. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will purchase and accept from the Sellers, and each of the Sellers will sell, assign, transfer, and deliver to Purchaser, all of

the Purchased Partnership Interests, free and clear of all Encumbrances, in consideration for the payment of the Purchase Price by Purchaser to the Sellers pursuant to Section 2.2.

2.2. Payment of the Purchase Price. In consideration of the purchase and sale of the Purchased Partnership Interests pursuant to Section 2.1:

(a) At the Closing, Purchaser shall pay [REDACTED]

(b) At the Closing, [REDACTED]

2.3. Closing Deliveries. At the Closing:

(a) the Sellers will deliver, or cause to be delivered, to Purchaser:

(i) separate Assignments of Partnership Interests with respect to all of the Purchased Partnership Interests owned by each Seller in the form attached hereto as Exhibit "C" executed by each Seller in favor of Purchaser;

(ii) the General Release executed by each of the Sellers in favor of the Partnership;

(iii) the Escrow Agreement executed by the Sellers;

(iv) a closing certificate executed by the Sellers in the form attached hereto as Exhibit "D";

(v) separate good standing certificates with respect to the Partnership issued by the Secretary of State of the Commonwealth of Pennsylvania and the appropriate Governmental Body in each other jurisdiction in which the Partnership is qualified to conduct business as a foreign limited partnership, in each case dated not later than thirty (30) days prior to the Closing Date and indicating that the Partnership is in good standing in each such jurisdiction;

(vi) the original partnership records for the Partnership; and

(vii) all other certificates, instruments and documents required to be delivered by the Sellers pursuant to this Agreement or any of the Related Agreements or reasonably required by Purchaser in connection with the Contemplated Transactions.

(b) Purchaser will deliver, or cause to be delivered, to the Sellers:

(i) the Closing Cash Payment payable in the manner described in Section 2.2(a);

(ii) the Escrow Agreement executed by Purchaser;

(iii) a closing certificate executed by Purchaser in the form attached hereto as Exhibit "E,"

(iv) a certificate of the Secretary or other appropriate officer of Purchaser, dated as of the Closing Date, attaching therewith certified copies of resolutions duly adopted or consented to by the board of directors of Purchaser approving the execution and delivery by Purchaser of this Agreement and the other Related Agreements to which it is a party and the completion of the Contemplated Transactions;

(v) a good standing certificate with respect to Purchaser from its jurisdiction of incorporation, dated not later than thirty (30) days prior to the Closing Date, indicating that it is in good standing in such jurisdiction; and

(vi) all other certificates, instruments and documents required to be delivered by Purchaser pursuant to this Agreement or any other Related Agreements or reasonably required by the Sellers in connection with the Contemplated Transactions.

2.4. Closing. Unless this Agreement is terminated in accordance with Section 8, the Closing will take place at the offices of Stevens & Lee, P.C., at 620 Freedom Business Center, Suite 200, King of Prussia, Pennsylvania, [REDACTED]

[REDACTED] *provided, however,* that the Closing will be coordinated by means of overnight delivery, electronic mail or facsimile delivery, of the various documents and instruments to be delivered by the parties at the Closing, rather than by means of the attendance of the parties in person at the offices of Stevens & Lee, P.C.

2.5. Income Tax Reporting of Purchase and Sale. The parties agree that for federal income Tax purposes (and, to the extent consistent with state or local Tax rules, for state and local income Tax purposes), the Sellers shall treat the sale of the Partnership Interests as a sale of an interest in a partnership, and Purchaser shall treat the purchase of the Partnership Interests as a purchase of a direct interest in the assets of the Partnership, consistent with the rules set forth with respect to Situation 2 in Rev. Rul. 99-6, 1991-1 CB 432.

3. REPRESENTATIONS AND WARRANTIES OF SELLERS

The Sellers hereby jointly and severally represent and warrant to Purchaser as follows:

3.1. Organization and Good Standing. The Partnership is a limited partnership duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, with full limited partnership power and authority to (a) conduct the Business as it is now being conducted, (b) own or use the property and assets that it owns or uses, and (c) perform all its obligations under all Contracts to which it is a party. The Partnership is duly qualified to do business as a foreign limited partnership and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties or assets owned or used by it, or the nature of the activities conducted by it, requires such qualification.

3.2. Capitalization; No Subsidiaries.

(a) The authorized partnership interests and other equity or ownership interests of the Partnership consists solely of the Purchased Partnership Interests, all of which are owned by the Sellers as set forth on Schedule A.

(b) All of the Purchased Partnership Interests are duly authorized, validly issued and outstanding, fully paid and nonassessable. No partnership interests or other equity or ownership interests of the Partnership (including any Purchased Partnership Interests) are reserved for any purpose. Except as set forth on Schedule 3.2(b), each of the Sellers (i) owns beneficially and of record the Purchased Partnership Interests as set forth opposite their respective names on Schedule A and (ii) has good and marketable title to all such Purchased Partnership Interests free and clear of all Encumbrances. The Purchased Partnership Interests constitute one hundred percent (100%) of all of the issued and outstanding interests in the Partnership; and there are no other interests in the Partnership. Except for the Contemplated Transactions, neither of the Sellers nor the Partnership has any commitment or obligation to redeem, purchase, issue, deliver or sell any partnership interests or other equity or ownership interests of the Partnership (including any Purchased Partnership Interests) or any options, warrants, or other securities or obligations convertible into or exchangeable for, or giving any Person any right to put, or subscribe for, purchase or otherwise acquire from the Partnership or any Seller, any partnership interests or other equity or ownership interests of the Partnership (including any Purchased Partnership Interests), and no such options, warrants, securities or obligations are issued or outstanding.

(c) Except as set forth on Schedule 3.2(c), the Partnership does not (i) own (and has never owned), directly or indirectly, whether beneficially or of record, any capital stock or other equity securities of, or any ownership interest or investment in, any Person or (ii) otherwise Control any Person.

3.3. Authority; No Conflict.

(a) The General Partner is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania.

(b) Each Seller has all requisite legal right, power, capacity and authority to execute and deliver this Agreement and the Related Agreements to which such Seller is a party and to fully perform such Seller's obligations hereunder and thereunder. This Agreement constitutes the legal, valid, and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, except as such enforceability may be limited by any applicable Debtor Relief Laws. Upon the execution and delivery by each Seller of the Related Agreements to which such Seller is a party, such Related Agreements will constitute the legal, valid, and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except as such enforceability may be limited by any applicable Debtor Relief Laws.

(c) Except as set forth on Schedule 3.3(c), neither the execution, delivery, and performance of this Agreement and the Related Agreements nor the completion of the Contemplated Transactions will, directly or indirectly, (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of the Partnership or the General Partner, (ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which the Partnership or any Seller is subject, (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, or terminate any Governmental Authorization that is listed on Schedule 3.9(b), (iv) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel or terminate any Contract to which the Partnership or any Seller is a party or by which the Partnership or any Seller is bound, or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the property or assets of the Partnership or any of the Purchased Partnership Interests.

(d) Except as set forth on Schedule 3.3(d), none of the Partnership, the Sellers, or PCA are, or will be, required to give any notice to or obtain any Consent from any Person in connection with the execution, delivery and performance of this Agreement and the Related Agreements or the completion of the Contemplated Transactions.

3.4. Financial Statements.

(a) Schedule B contains true and complete copies of the Financial Statements. The Financial Statements are true and correct and present fairly the financial position and the results of operations, changes in members' equity and cash flows of the Partnership as at the respective dates of and for the periods referred to in such Financial Statements, all in conformity with the federal income tax cash basis of accounting and the applicable provisions of the Code, consistently applied throughout the periods involved except as set forth on Schedule 3.4(a). No financial statements of any Person other than the Partnership are required by the federal income tax cash basis of accounting and the applicable provisions of the Code to be included in the Financial Statements.

(b) Schedule 3.4(b) contains, or will contain when hereafter delivered as contemplated in Section 5.2(g), true and complete copies of the internally prepared balance

sheet of the Partnership as at each Interim Balance Sheet Date and the related internally prepared statement of income for the respective periods then ended (such financial statements, including any notes thereto, being referred to herein as the "Interim Financial Statements"). The Interim Financial Statements are true and correct and present fairly, or will be true and correct and will present fairly when hereafter delivered as contemplated in Section 5.2(g), the financial position and the results of operations of the Partnership as at each respective Interim Balance Sheet Date and for the respective periods then ended, in accordance with the federal income tax cash basis of accounting and the applicable provisions of the Code, applied on a basis consistent with the Financial Statements, except for (i) customary year-end adjustments and (ii) the absence of detailed notes.

(c) Schedule 3.4(c)(i) sets forth a true, correct and complete copy of the annual statutory financial statements of PCA for the year ended December 31, 2012 as filed with the Department of Insurance, together with the exhibits, schedules and notes thereto and any affirmations and certifications filed therewith (collectively, the "Annual Statutory Statements"). The Annual Statutory Statements (i) were prepared in all material respects in accordance with SAP; (ii) present fairly in all material respects the statutory financial position of PCA at the date thereof and the statutory results of operations, capital and surplus and cash flows of PCA for the period then ended; (iii) complied in all material respects with all applicable Legal Requirements when filed; (iv) were filed with or submitted to the Department of Insurance in a timely manner on forms prescribed or permitted by the Department of Insurance. No material deficiency has been asserted by any Governmental Entity with respect to the Annual Statutory Statements. Schedule 3.4(c)(ii) sets forth a true, correct and complete copy of the annual audited financial statements of PCA for the year ended December 31, 2012, including the notes thereto and the reports prepared in connection therewith by the independent certified public accountants reporting thereon, which annual audited financial statements were prepared in all material respects in accordance with GAAP and present fairly in all material respects the financial position of PCA at the date thereof and the results of operations, capital and surplus and cash flows of PCA for the period then ended.

(d) Schedule 3.4(d) sets forth a true, correct and complete copy of the interim statutory financial statements of PCA for the nine (9)-month period ended September 30, 2013 as filed with the Department of Insurance, together with the exhibits, schedules and notes thereto and any affirmations and certifications filed therewith (collectively, the "Interim Statutory Statements"). The Interim Statutory Statements (i) were prepared in all material respects in accordance with SAP; (ii) present fairly in all material respects the statutory financial position of PCA at the date thereof and the statutory results of operations, capital and surplus and cash flows of PCA for the period then ended; (iii) complied in all material respects with all applicable Legal Requirements when filed; (iv) were filed with or submitted to the Department of Insurance in a timely manner on forms prescribed or permitted by the Department of Insurance. No material deficiency has been asserted by any Governmental Entity with respect to the Interim Statutory Statements.

3.5. Receivables; Books and Records. All of the accounts receivable of the Partnership have arisen from bona fide transactions in the ordinary course of business and, to the Knowledge of the Sellers, are not subject to any counterclaims or offsets. To the Knowledge of the Sellers, such accounts receivable will be fully collected in the normal and ordinary course of

business (without resort to legal Proceedings). The respective books of account, minute books, record books, and other records of the Partnership are complete and correct in all material respects and have been kept and maintained in accordance with sound business practices.

3.6. Title To Assets; Encumbrances; Real Estate Matters.

(a) The Partnership does not own, and has never owned, any interest in any real property. The Leased Real Property constitutes all of the real property that the Partnership has ever leased. The Partnership has (i) good and marketable title to all of its property and assets, which property and assets will not, at the Closing, be subject to any Encumbrance other than the Permitted Encumbrances identified on Schedule F that specifically relate to such property and assets; and (ii) a valid leasehold interest in the Leased Personal Property and the Leased Real Property pursuant to the respective Leases, subject, however, to the Permitted Encumbrances identified on Schedule F that specifically relate to such Leased Personal Property and Leased Real Property.

(b) The Leased Real Property, the use and occupancy thereof by the Partnership, and the conduct thereon and therein of the Business, to the Knowledge of the Sellers, do not violate in any material respect any applicable Legal Requirement (including any Environmental Law), and, to the Knowledge of the Sellers, there are no developments or conditions affecting any of the Leased Real Property which would be reasonably likely to materially interfere with any present use of the Leased Real Property.

3.7. Taxes.

(a) Except as set forth on Schedule 3.7(a), the Partnership (i) has filed or caused to be filed all Tax Returns that are or were required to be filed by it (taking into account any valid extensions of time for filing) pursuant to applicable Legal Requirements and (ii) has paid, or made provision for the payment of, all Taxes that have become due and payable by the Partnership, regardless of whether or not shown on such Tax Returns, except such Taxes, if any, as are listed in such Schedule 3.7(a) and are being contested in good faith by the Partnership and as to which adequate reserves (determined in accordance with the federal income tax cash basis of accounting and the applicable provisions of the Code) have been provided in the Interim Financial Statements.

(b) All Tax Returns filed by the Partnership (i) were prepared in good faith and in accordance with the Code and any other applicable Legal Requirement and (ii) are true, correct and complete in all respects.

(c) No audit has been commenced against the Partnership regarding Taxes. As of the date of this Agreement and as of the Closing Date, there are (i) to the Knowledge of the Sellers, no unassessed Tax deficiencies or Tax adjustments proposed or Threatened against the Partnership, (ii) no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or collection of any Tax against the Partnership, (iii) no Proceedings or investigations are pending or, to the Knowledge of the Sellers, proposed or Threatened against the Partnership with respect to any Tax, Tax Return or other Tax matters.

(d) No Tax is required to be withheld pursuant to § 1445 of the Code as a result of any of the Contemplated Transactions.

(e) The Partnership has withheld from its respective employees and with respect to all other payments for which withholding is required (and timely paid to the appropriate Governmental Body if due and payable prior to the Closing Date) proper and accurate amounts for all periods through the Closing Date in compliance with all Tax withholding provisions of applicable Legal Requirements (including income, social security and employment tax withholding for all types of compensation).

(f) Schedule 3.7(f) identifies each state and local jurisdiction or Governmental Body in which the Partnership is required to (i) file any Tax Return, and the Tax Returns that the Partnership is required to file in each such jurisdiction, and (ii) pay or withhold any Tax, and the Taxes that the Partnership is required to pay or withhold in each such jurisdiction. The Partnership has never been a member of an affiliated group (as defined in § 1504 of the Code) or filed or been included in a combined, consolidated or unitary Tax Return and is not bound by or party to any Tax allocation, Tax sharing or similar agreement.

(g) To the Knowledge of the Sellers, there will be no Taxes imposed on Purchaser by any taxing authority or Governmental Body as a result of or with respect to the sale of the Purchased Partnership Interests or the completion of the Contemplated Transactions. The charges, accruals and reserves with respect to Taxes on the books of the Partnership are adequate (determined in accordance with the federal income tax cash basis of accounting and the applicable provisions of the Code) and are at least equal to the Partnership's Liability for Taxes.

(h) At all times since its formation the Partnership has been a business entity treated as a partnership for federal and state income Tax purposes and has never been a "publicly traded partnership" as defined in § 7704 of the Code.

3.8. Employment Agreements; Employee Benefits; ERISA.

(a) Schedule 3.8(a) sets forth an accurate list of all officers, managers, and employees of the Partnership, all employment agreements with any such Persons, and the rate of compensation (and the portions thereof attributable to salary, bonus and other compensation, respectively) of each of such Persons as of the last payroll date immediately preceding the date of this Agreement.

(b) Schedule 3.8(b) sets forth an accurate list of all Employee Benefit Plans, and true, complete and correct copies of such plans, and any agreements, insurance contracts and trusts related thereto that are identified on Schedule 3.8(b), have been delivered to Purchaser. Except for the Employee Benefit Plans described on Schedule 3.8(b), the Partnership does not sponsor, maintain, contribute to or have any Liability with respect to any other Employee Benefit Plan. Except as set forth in Schedule 3.8(b), the Partnership is now, nor, to the Knowledge of the Sellers, will it as a result of its past activities become, liable to the PBGC or to any multiemployer employee pension benefit plan under the provisions of Title IV of ERISA. All Employee Benefit Plans listed on Schedule 3.8(b) and the administration thereof comply in

all material respects with the terms thereof and all applicable provisions of ERISA, as well as all other applicable Legal Requirements. As of the Interim Balance Sheet Date, all accrued contribution obligations of the Partnership with respect to any Employee Benefit Plan listed on Schedule 3.8(b) have either been paid or are reflected on the Interim Financial Statements as of the Interim Balance Sheet Date.

(c) Except as set forth on Schedule 3.8(c), all Employee Benefit Plans listed on Schedule 3.8(b) that are intended to qualify (collectively, "Qualified Plans") under § 401(a) of the Code are, and have been so qualified and have been determined by the IRS to be so qualified, and copies of the most recent determination letters with respect thereto are attached to Schedule 3.8(c). Except as disclosed on Schedule 3.8(c), all reports and other documents required to be filed with the United States Department of Labor, the PBGC or the IRS or any other Governmental Body or distributed to plan participants or beneficiaries with respect to the Employee Benefit Plans listed on Schedule 3.8(b) have been timely filed or distributed, and copies of the most recent reports and filings relating thereto have been provided to Purchaser. Neither the Sellers, any of the Employee Benefit Plans listed in Schedule 3.8(b), nor the Partnership has engaged in any transaction prohibited under the provisions of § 4975 of the Code or § 406 of ERISA. No Employee Benefit Plan listed on Schedule 3.8(b) has incurred an accumulated funding deficiency (as defined in § 412(a) of the Code and § 302(1) of ERISA); and the Partnership has not incurred any Liability for excise Tax or penalty due to the IRS, nor any Liability to the PBGC. Except as set forth on Schedule 3.8(c):

(i) there have been no terminations, partial terminations or discontinuations of contributions to any Qualified Plan;

(ii) no Employee Benefit Plan listed on Schedule 3.8(b) that is subject to the provisions of Title IV of ERISA has been terminated;

(iii) there have been no "reportable events" (as that phrase is defined in § 4043 of ERISA) with respect to any Employee Benefit Plan listed on Schedule 3.8(b);

(iv) the Partnership has not incurred any Liability under § 4062 of ERISA; and

(v) no circumstances exist pursuant to which the Partnership would have any Liability (including any Liability to any multiemployer plan or the PBGC under Title IV of ERISA or to the IRS for any excise tax or penalty), or be subject to any statutory lien to secure payment of any such Liability, with respect to any Employee Benefit Plan now or heretofore maintained or contributed to by any Person other than the Partnership that is, or at any time was, a member of a "controlled group" (as defined in § 412(n)(6)(B) of the Code) that includes the Partnership.

(d) Except as otherwise set forth in Schedule 3.8(d), the completion of the Contemplated Transactions will not (i) entitle any employee or former employee of the Partnership to any payment, (ii) increase the amount of compensation due to any such

employee, (iii) accelerate the time of vesting of any compensation, stock incentive or other benefit or (iv) result in any "parachute payment" under § 280G of the Code whether or not such payment is considered to be reasonable compensation for services rendered.

(e) Except as described in Schedule 3.8(e), (i) with respect to each Employee Benefit Plan, (A) all contributions required or payments due from the Partnership to the date hereof have been made or will be timely made and all amounts properly recorded on the books of the Partnership, and (B) there are no Proceedings pending (other than routine claims for benefits) or, to the Knowledge of the Sellers, Threatened, with respect to such Employee Benefit Plan or against the assets or fiduciaries of such Employee Benefit Plan and (ii) to the Knowledge of the Sellers, no event has occurred as a result of which the Partnership or any Employee Benefit Plan would be reasonably likely to be subject to any Liability under ERISA, the Code or any other Legal Requirement applicable to any Employee Benefit Plan.

3.9. Compliance With Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Schedule 3.9(a), (i) the Partnership has complied and is in compliance in all material respects with each Legal Requirement (including Environmental Laws and Legal Requirements relating to the employment, termination of employment, or failure to employ, any former, current, and prospective employees, independent contractors and "leased employees" (within the meaning of § 414(n) of the Code)) that is applicable to it or to the conduct or operation of the Business or the ownership or use of any of its properties or assets and (ii) the Partnership has not received any written notice from any Governmental Body or any other Person regarding (A) any actual, alleged, or potential material violation of, or failure to comply with, any such Legal Requirement or (B) any actual, alleged, or potential material obligation on the part of the Partnership to undertake, or to bear all or any portion of the cost of, any remedial action pursuant to any such Legal Requirement.

(b) Schedule 3.9(b) contains a complete and accurate list of each Governmental Authorization that is held by the Partnership or that otherwise relates to the Business, in each case indicating the expiration date thereof, if any. The Governmental Authorizations listed on Schedule 3.9(b) constitute all Governmental Authorizations required under applicable Legal Requirements to permit the Partnership's operation of the Business in the manner in which it is currently conducted. Each Governmental Authorization listed on Schedule 3.9(b) is valid and in full force and effect. Except as set forth on Schedule 3.9(b), the Partnership has complied in all material respects with all of the terms and requirements of each Governmental Authorization identified on Schedule 3.9(b).

(c) Except as set forth in Schedule 3.9(c), (i) to the Knowledge of the Sellers, PCA has complied and is in compliance in all material respects with each Legal Requirement that is applicable to it or to the conduct or operation of the business of PCA or the ownership or use of any of its properties or assets and (ii) the Partnership has not received any written notice from any Governmental Body or any other Person regarding (A) any actual, alleged, or potential material violation by PCA of, or failure by PCA to comply with, any such Legal Requirement or (B) any actual, alleged, or potential material obligation on the part of PCA to undertake, or to bear all or any portion of the cost of, any remedial action pursuant to any such Legal Requirement.

(d) Schedule 3.9(d), to the Knowledge of the Sellers, contains a complete and accurate list of each Governmental Authorization that is held by PCA or that otherwise relates to the business conducted by PCA, in each case indicating the expiration date thereof, if any. To the Knowledge of the Sellers, the Governmental Authorizations listed on Schedule 3.9(d) constitute all Governmental Authorizations required under applicable Legal Requirements to permit PCA's operation of its business in the manner in which it is currently conducted. To the Knowledge of the Sellers, each Governmental Authorization listed on Schedule 3.9(d) is valid and in full force and effect. To the Knowledge of the Sellers, except as set forth on Schedule 3.9(d), PCA has complied in all material respects with all of the terms and requirements of each Governmental Authorization identified on Schedule 3.9(d).

3.10. Legal Proceedings; Orders.

(a) Except as set forth in Schedule 3.10(a), there is no Proceeding (i) that has been commenced by or against the Partnership or, to the Knowledge of the Sellers, PCA, or that otherwise relates to the Business or the business conducted by PCA (including workers' compensation claims by any current or former employees of the Partnership and claims relating to the employment of, termination of employment of, or failure to employ, any individual, including individuals classified as independent contractors or "leased employees" (within the meaning of § 414(n) of the Code)), or (ii) pending that challenges, or that is reasonably likely to have the effect of preventing, materially delaying or rendering illegal any of the Contemplated Transactions. To the Knowledge of the Sellers, no Proceeding of the type described in clauses (i) or (ii) of this Section 3.10(a) has been Threatened.

(b) Except as set forth on Schedule 3.10(b), (i) there is no Order to which the Partnership or, to the Knowledge of the Sellers, PCA, or any of their respective property or assets or the Business or the business conducted by PCA is subject and (ii) the Partnership and, to the Knowledge of the Sellers, PCA, as the case may be, have each complied in all material respects with all of the terms and requirements of each Order set forth on Schedule 3.10(b).

(c) No attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or actions pursuant to any other Debtor Relief Laws are pending or, to the Knowledge of the Sellers, Threatened, against PCA, the Partnership or either Seller.

3.11. Absence of Certain Changes and Events.

(a) Except as set forth in Schedule 3.11(a), since January 1, 2013, the Partnership has conducted the Business only in the ordinary course consistent with past practice and there has not been any:

(i) amendment, or termination of, or receipt of notice of termination of, the AIF Agreement, or any relinquishment, waiver, or release of any material right under the AIF Agreement, or any notice of default under, or any circumstance constituting default (whether or not material) on the part of the Partnership or to Sellers' Knowledge on the part of PCA under the AIF Agreement;

(ii) (A) amendment to the Organizational Documents of the Partnership, (B) merger by the Partnership with or into or consolidation by the Partnership with any other Person, (C) subdivision in any way or reclassification of any partnership interests or other equity or ownership interests (including the Purchased Partnership Interests) of the Partnership, or (D) change or agreement to change in any manner the rights of the Purchased Partnership Interests or the character of the Business;

(iii) except for the payment of bonuses following the date of this Agreement which are permitted to be made by the Partnership pursuant to Section 5.8, material payment or increase by the Partnership of any bonuses, salaries, or other compensation to any manager, officer, or employee (except in the ordinary course of business consistent with past practice) or the execution or amendment by the Partnership of any employment, severance, deferred compensation or similar Contract with any manager, officer, or employee;

(iv) adoption or amendment of any Employee Benefit Plan, or, except in the ordinary course of business and consistent with past practice and the terms of such Employee Benefit Plans, increase in the payments to or benefits under any Employee Benefit Plan identified on Schedule 3.8(b);

(v) damage to or destruction or loss of any property or assets of the Partnership, whether or not covered by insurance, which in the aggregate exceeded Twenty-Five Thousand Dollars (\$25,000.00);

(vi) acquisition, sale, lease, or other disposition of any property or assets of the Partnership or any mortgage, pledge, or imposition of any Encumbrance on any of the Partnership's property or assets, other than the acquisition, sale or disposition of property or assets in the ordinary course of Business consistent with past practice;

(vii) material change in the accounting methods, policies or practices used by the Partnership;

(viii) except for cash distributions following the date of this Agreement which are permitted to be made by the Partnership pursuant to Section 5.8, issuance of securities or declaration or payment of any dividends by the Partnership or declaration or making of any other distributions of any kind to the Sellers by the Partnership or any direct or indirect redemption, retirement, purchase, or other acquisition by the Partnership of any Partnership Interests or options, warrants or rights to subscribe for or purchase any Partnership Interests or any other partnership interests or other equity or ownership interests of the Partnership;

(ix) loans, advances or capital contributions made by the Partnership to, or investments made by the Partnership in, any Person other than loans or advances to employees in the ordinary course of the Business and which, in the aggregate, do not exceed Five Thousand Dollars (\$5,000.00);

(x) other than the AIF Agreement, which is addressed in subparagraph (i), execution, amendment, or termination of, or receipt of notice of termination of, any Material Contract or any relinquishment, waiver, or release of any material right under any Material Contract, except for such actions effected in the ordinary course of business consistent with past practice and which, in the aggregate, would not be material to the operation of the Business or to the Partnership;

(xi) capital expenditures or capital additions or betterments to the Business in excess of Ten Thousand Dollars (\$10,000.00) individually or Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate;

(xii) incurring by the Partnership of any Indebtedness which exceeds Five Thousand Dollars (\$5,000.00);

(xiii) acceleration or delay in the collection of any notes or accounts receivable in advance of or beyond their due dates, other than any such acceleration or delay in the collection of such notes or accounts receivable for a period of no more than thirty (30) days in the ordinary course of business, consistent with past practices, and in amounts which do not exceed, in the aggregate, Five Thousand Dollars (\$5,000.00);

(xiv) acceleration or delay of the payment of any accounts payable or other Liabilities beyond or in advance of their due dates, other than any such acceleration or delay in payment of such accounts payable or other Liabilities for a period of no more than thirty (30) days in the ordinary course of business, consistent with past practices, and in amounts which do not exceed, in the aggregate, Five Thousand Dollars (\$5,000.00);

(xv) settlement of any Proceeding or release of any Threatened Proceeding, as a result of which (A) any restrictions were imposed (I) on the ability of the Partnership to conduct the Business or (II) which would be reasonably likely to materially and adversely affect the Partnership (other than by reason of the payment of monies thereunder), or (B) the amounts payable by the Partnership pursuant thereto exceed Twenty-Five Thousand Dollars (\$25,000.00); or

(xvi) agreement, whether oral or written, by the Partnership to do any of the foregoing set forth in clauses (i) through (xv) of this Section 3.11(a).

(b) Except as set forth on Schedule 3.11(b), since January 1, 2013, the Partnership has not suffered any change or event which had or, to the Knowledge of the Sellers, could reasonably be expected to have, a Material Adverse Effect.

3.12. Material Contracts; Absence of Certain Practices.

(a) Schedule 3.12(a) sets forth a complete and accurate list of each Contract to which the Partnership is a party, or by which it or its properties or assets are bound, of the type

described below (collectively, the "Material Contracts"), and the Partnership has made available to Purchaser for its review true and complete copies of, or, if such Contracts are oral, Schedule 3.12(a) includes an accurate and complete summary of all of the material terms and conditions of:

- (i) the AIF Agreement;
- (ii) each Contract that involves performance of services or delivery of goods or materials to or by the Partnership of an amount or value in excess of Twenty-Five Thousand Dollars (\$25,000.00) during any twelve (12) month period;
- (iii) each Contract that was not entered into in the ordinary course of Business or that is with an Affiliate;
- (iv) each licensing agreement or other Contract with respect to any Intellectual Property;
- (v) each Contract to or with any consultant to, or any employee or Representative of a group of employees of, the Partnership relating to fees, wages, hours, and other conditions or terms of employment;
- (vi) each joint venture, partnership, and other Contract (however named) involving a sharing of profits, losses, costs, or Liabilities by the Partnership with any other Person;
- (vii) each Contract containing covenants that purport to restrict, in any material respect, a Person's business activity or limit, in any material respect, the freedom of a Person to engage in any line of business or to compete with any other Person;
- (viii) each Contract for capital expenditures in excess of Ten Thousand Dollars (\$10,000.00);
- (ix) each of the Leases;
- (x) each Contract for the sale of any properties, assets or operations of the Partnership or the Business, or for the grant of option or preferential rights to purchase any such properties, assets or operations;
- (xi) each Contract relating to the acquisition by the Partnership of any operating business or the capital stock or all or substantially all of the assets (other than in the ordinary course of business) of any other Person, whether or not consummated;
- (xii) each Contract pursuant to which any party thereto is required to purchase or sell a stated portion of its requirements or output to another party thereto;

(xiii) each Contract relating to the lending or borrowing of money or the incurrence of any other Indebtedness in excess of Five Thousand Dollars (\$5,000.00), including loan agreements, guarantees, performance bonds, letters of credit, and similar instruments or arrangements, and any security agreement or other agreement relating thereto pursuant to which any Encumbrance is created with respect to the Partnership or its assets as security for its obligations with respect to any such Indebtedness;

(xiv) each Contract with a Governmental Body;

(xv) each other Contract (other than the other Material Contracts otherwise listed in Schedule 3.12(a)) creating any obligation to be paid by the Partnership of more than Twenty-Five Thousand Dollars (\$25,000.00) annually with respect to each such Contract; and

(xvi) each amendment, supplement, and modification in respect of any of the Contracts identified in clauses (i) through (xv) of this Section 3.12(a).

(b) Except as set forth in Schedule 3.12(b): (i) each Material Contract is and at the Closing Date will be in full force and effect and is and at the Closing Date will be valid and enforceable against the Partnership and, to the Knowledge of the Sellers, the other Person or Persons that are parties thereto in accordance with its terms; (ii) the Partnership and, to the Knowledge of the Sellers, each other Person that has or had any Liability under any Material Contract, has complied in all material respects with all applicable terms and requirements of such Contract; and (iii) the Partnership has not received from any Person that is a party to any Material Contract, any notice that any such Person intends to terminate such Material Contract or otherwise relating to any material dispute or disagreement thereunder or with respect thereto.

(c) No direct or indirect payments have been made to any Person by the Partnership or any Seller for the purposes of inducing such Person to sell or purchase any goods or services to or from the Partnership or any of its brokers, agents, or other Representatives, or to induce such Person not to purchase or sell any goods or services to or from any other Person, and neither the Partnership, any of the Sellers nor, to the Knowledge of the Sellers, any of the Partnership's officers, managers, or employees has, directly or indirectly, given or made or agreed to give or make any improper or illegal commission, payment, gratuity, gift, political contribution, or similar benefit, to any customer, supplier, governmental employee or other Person who is or may be in a position to assist or hinder the Partnership or the Business or to assist the Partnership in connection with any actual or proposed transaction relating to the Business or any of its property or assets.

3.13. Insurance.

(a) Schedule 3.13(a) sets forth, in reasonable detail, a complete and accurate list, and the Partnership has made available to Purchaser for its review true and complete copies, of: (i) all comprehensive general liability and other liability policies of insurance under which the Partnership is or has been insured at any time within the three (3) year period immediately preceding the date of this Agreement; (ii) all property and casualty policies of insurance under

which the Partnership is presently insured; and (iii) all pending applications for policies of insurance. Each policy of insurance described in Schedule 3.13(a) is in full force and effect.

(b) Except as set forth in Schedule 3.13(b), at all times during the three (3) year period immediately preceding the date of this Agreement, (i) the Partnership has maintained, or caused to be maintained, insurance covering itself, its employees and its assets comparable in terms of the type of coverage to that maintained by it as of the date hereof and (ii) no claims have been made by or on behalf of the Partnership under or with respect to any such insurance.

3.14. Labor Matters. The Partnership is not a party to or bound by any labor Contract, no employees of the Partnership are represented by any union or other employee organization, and there has not been, there is not presently pending or existing, and, to the Knowledge of the Sellers, there is not Threatened any organizational activity, or other labor dispute against or affecting the Partnership. Except for the Sellers, who will each resign as an officer and manager, as appropriate, of the Partnership as of the Closing Date, to the Knowledge of the Sellers, no manager, senior executive officer, or other key member of executive management of the Partnership intends to terminate his or her employment as a result of the completion of the Contemplated Transactions.

3.15. Intellectual Property.

(a) The Partnership does not own or license any patents or registered Uniform Resource Locators (URLs), nor has the Partnership filed any patent applications or disclosures or applications to register any Uniform Resource Locators (URLs). Schedule 3.15(a) sets forth a complete and accurate list of all Marks and Copyrights owned by the Partnership or used by the Partnership in the conduct of the Business or necessary therefor. Except as set forth in Schedule 3.15(a):

(i) the Partnership is the owner of all right, title, and interest in and to each item of Intellectual Property identified on Schedule 3.15(a), free and clear of all Encumbrances, except for the Encumbrances referred to on Schedule 3.15(a);

(ii) all Intellectual Property identified on Schedule 3.15(a) currently complies in all material respects with all applicable Legal Requirements and all fees (including maintenance fees) required for its continued enforceability (if any) have been paid;

(iii) to the Knowledge of the Sellers, there is no Intellectual Property or application of any Person which is reasonably likely to invalidate, limit or interfere with the Intellectual Property identified on Schedule 3.15(a); and

(iv) to the Knowledge of the Sellers, none of the Intellectual Property identified on Schedule 3.15(a) has been infringed, challenged or misappropriated in any way, nor has any Proceeding been Threatened with respect thereto, nor does any such Intellectual Property infringe or, to the Knowledge of the Sellers, has it been alleged to infringe, any Intellectual Property rights of any other Person.

(b) No trade dress of the Partnership used or necessary for the operation of the Business, if any, has been challenged in any way nor, to the Knowledge of the Sellers, has any Proceeding been Threatened with respect thereto. None of the subject matter of any such trade dress has been misappropriated from any Person, nor, to the Knowledge of the Sellers, has the subject matter of any such trade dress been alleged to have been misappropriated from any Person.

(c) Except as set forth on Schedule 3.15(c), the Partnership owns or has the right to use all Software (including all copies thereof) used or necessary for the operation of the Business, free and clear of all Encumbrances (other than Encumbrances in the nature of usual and customary restrictions under "shrink wrap" or "execute-by-opening" license agreements relating to commercially available Software which do not require the payment of any licensing, maintenance, royalty, or other fee by the Partnership) and, no Software owned or used by the Partnership has been misappropriated or challenged in any way nor, to the Knowledge of the Sellers, has any Proceeding been Threatened with respect thereto. None of the subject matter of any such Software has been misappropriated or is alleged to have been misappropriated from any Person by the Partnership.

(d) None of the Intellectual Property owned or used by the Partnership has been or has been alleged to have been, misappropriated by the Partnership from any Person nor does any employee, subcontractor or other Person claim any rights (including moral rights or rights to compensation) in and to any of the Intellectual Property owned by the Partnership. The Partnership has taken commercially reasonable measures necessary to protect the Intellectual Property owned or used by it. To the Knowledge of the Sellers, the Partnership has not caused any of such Intellectual Property to enter the public domain, or taken any action which has in any way affected its ownership of any portion of the Intellectual Property owned by it, or its use of any portion of the Intellectual Property licensed by it.

(e) No licensing fees, royalties or payments are due and payable in connection with the Partnership's use of any Intellectual Property except for those referred to in Schedule 3.15(e).

3.16. Relationships With Affiliates. Except as set forth in Schedule 3.16:

(a) no Affiliate of the Partnership has any interest in the Business or any of its properties and assets, other than the Sellers' ownership of all of the Purchased Partnership Interests;

(b) no Affiliate of the Partnership owns of record or as a beneficial owner, an equity interest or any other financial or profit interest in any Person that has (i) had material business dealings or a material financial interest in any material transaction with the Partnership or (ii) engaged in competition with the Partnership with respect to any line of products or services of the Partnership in any market presently served by the Partnership;

(c) no Affiliate of the Partnership is a party to any Material Contract with, or has any material claim or right against, the Partnership; and

(d) as of the Closing Date, after giving effect to the Contemplated Transactions, the Partnership will not be required to make any payment to or perform any services for any Affiliate of the Partnership.

3.17. Certain Matters Relating to the Business.

(a)



(b) Neither the Partnership nor the Sellers owns, or has any investment or interest in, any captive insurance company or insurance carrier or underwriter or is a party to any agreements, arrangements or understandings which would require the Partnership or the Sellers to assume any underwriting risk.

(c) Schedule 3.17(c) identifies, to the Knowledge of the Sellers, all of PCA's Producers. Except as set forth on Schedule 3.17(c), each Producer is a party to a Contract with PCA that is valid and in full force and effect and each such contract contains restrictive covenants regarding maintaining PCA's confidentiality and prohibiting the solicitation and acceptance of PCA's Client Accounts following the termination of such Person's employment or engagement by PCA.

(d) To the Knowledge of the Sellers, PCA has complied with all applicable Legal Requirements regarding the separation and accounting of premium trust funds and all regulatory and other requirements of any Governmental Body relating to trust accounts and insurance premium liability. To the Knowledge of the Sellers, as of the Closing Date, PCA's Insurance Premium Assets exceed its Insurance Premium Liabilities (including premium accounts payable to insurance carriers). To the Knowledge of the Sellers, PCA and its Producers have an appointment to act as an agent or producer for PCA; each such appointment is valid and binding in accordance with its terms on the parties thereto; and PCA has not received any notice that any such appointment will be, and to the Knowledge of the Sellers, no basis exists which would reasonably be expected to result in any such appointment being, revoked, limited, rescinded or terminated. To the Knowledge of the Sellers, neither PCA nor any of its Producers (i) are a

party to any agreement or arrangement, whether oral or written, which prevents PCA or such Producer from doing business with any insurance company, agent, or broker, (ii) have bound, or committed to bind, any insurance coverage for any liability, risk, cost, or expense, or in any amount of liability, risk, cost, or expense, or upon any terms or conditions, which exceeds its binding authority in any respect, and (iii) are in default under any material obligations to any insurance company, agent or broker through which PCA or any such Producer places insurance.

(e) The Partnership, as attorney-in-fact for PCA, has delivered to or made available for inspection by Purchaser true and complete copies of the appointments and agreements currently in effect between its Producers and PCA and each such appointment agreement or written description materially sets forth the terms and provisions of the agreement between its Producers and such insurance company, agent or broker as currently in effect.

(f) PCA and its Producers have maintained policies and procedures designed to ensure that PCA and its Producers have disclosed to each of PCA's customers and each group of customers the nature and extent of all forms of compensation received by PCA and its Producers, directly or indirectly, from insurers, insurance intermediaries, or premium finance companies or other businesses in consideration for placing business with, or otherwise arranging business for, such businesses, including, but not limited to, profit sharing, contingent, supplemental, bonus, override, excess commissions or any other such similar compensation.

(g)

3.18. Brokers or Finders. Neither the Partnership nor the Sellers or any of their respective Affiliates have incurred any obligation or Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the Contemplated Transactions for which Purchaser or the Partnership will directly or indirectly have any Liability.

3.19. Bank Accounts; Powers of Attorney. Schedule 3.19 sets forth a true, correct and complete list of (a) all bank accounts, fiduciary accounts and safe deposit boxes of the Partnership and the Persons authorized to sign or otherwise act with respect thereto as of the date hereof and (b) all Persons holding powers of attorney for the Partnership and a summary description of such powers of attorney.

3.20. No Indebtedness or Undisclosed Liabilities. The Partnership has no Indebtedness or other Liabilities of any nature except for (a) Indebtedness described on Schedule 3.20, all of which indebtedness will be repaid by the Sellers at or prior to the Closing, (b) Liabilities reflected or reserved against in the Financial Statements or the Interim Financial

Statements for the period ended as of the Interim Balance Sheet Date and (c) current Liabilities incurred in the ordinary course of the Business since the Interim Balance Sheet Date.

3.21. Disclosure. No representation or warranty of the Sellers set forth in this Agreement or in any Related Agreement and no statement of the Sellers in any of the Schedules hereto or thereto or other information required to be furnished by the Sellers to Purchaser pursuant to, or in connection with, this Agreement or the Related Agreements contains any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading in any respect.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Sellers as follows:

4.1. Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

4.2. Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by applicable Debtor Relief Laws. Upon the execution and delivery by Purchaser of the Related Agreements to which Purchaser is a party, such Related Agreements will constitute the legal, valid, and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as such enforceability may be limited by applicable Debtor Relief Laws. Purchaser has full corporate power and authority to execute and deliver this Agreement and such Related Agreements and to perform its obligations under this Agreement and such Related Agreements.

(b) Neither Purchaser's execution and delivery of this Agreement or the Related Agreements to which it is a party nor the completion or performance by Purchaser of any of the Contemplated Transactions will give any Governmental Body or other Person the right, or ability, to prevent, challenge, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to (i) any provision of the Organizational Documents of Purchaser; (ii) any Legal Requirement or Order to which Purchaser may be subject; or (iii) any material Contract to which Purchaser is a party or by which Purchaser may be bound.

(c) Purchaser is not, nor will it be, required to give any notice to or obtain any Consent from, any Person in connection with the Contemplated Transactions.

4.3. Certain Proceedings. There is no pending Proceeding that has been commenced against Purchaser, and to the actual knowledge of Purchaser, no Proceeding has been Threatened, and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

4.4. Brokers or Finders. Purchaser and its Affiliates have incurred no obligation or Liability for brokerage or finders' fees or agents' commissions or other similar payments in

connection with this Agreement or the Contemplated Transactions for which the Sellers will directly or indirectly have any Liability.

4.5. Principals, Officers and Directors. Schedule 4.5 identifies all of (a) Purchaser's shareholders who hold ten percent (10%) or more of the issued and outstanding shares of the capital stock of Purchaser as of the date of this Agreement and the number and class of the shares of the capital stock of Purchaser held by such Persons as of the date of this Agreement and (b) the officers and directors of Purchaser as of the date of this Agreement. Schedule 4.5 also identifies, and describes in reasonable detail the material terms of, any cease and desist order or other disciplinary action issued by any applicable regulatory agency relating to the involvement in the insurance business to which any Person identified on Schedule 4.5 was subject within the ten (10) year period immediately preceding the date of this Agreement.

4.6. Disclosure. No representation or warranty of Purchaser set forth in this Agreement or in any Related Agreement and no statement of Purchaser in any of the Schedules hereto or thereto or other information required to be furnished by Purchaser to the Sellers pursuant to this Agreement or the Related Agreements contains any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading in any respect.

5. MUTUAL COVENANTS: COVENANTS OF THE SELLERS

5.1. Access. During the period commencing on the date of this Agreement and continuing through the Closing Date, the Sellers, upon reasonable prior notice from Purchaser, will, and will cause the Partnership and its Representatives to, (a) afford to Purchaser and its Representatives, during normal business hours, access to the Partnership's personnel, properties, Contracts, books, and records, and other documents and data and (b) furnish Purchaser and its Representatives with copies of all such Contracts, books and records, documents and data (including financial, operating, and other data and information) as Purchaser may reasonably request. Any and all rights of Purchaser pursuant to this Section 5.1 shall be conditioned and contingent upon Purchaser's compliance with the confidentiality restrictions referred to in Section 11.3.

5.2. Operation of the Business. Between the date of this Agreement and the Closing Date, unless otherwise agreed to in writing by Purchaser, the Sellers will, and will cause the Partnership to:

(a) except as otherwise allowed or required pursuant to the terms of this Agreement, conduct the Business in the ordinary course in a manner consistent with past practice;

(b) use commercially reasonable efforts to perform the AIF Agreement in all respects, preserve intact the current business organization of the Partnership, keep available the services of the current officers, employees, and agents of the Partnership, and maintain the relations and goodwill with all material suppliers, customers, landlords, trade creditors, employees, agents, and others having material business relationships with the Partnership;

(c) confer with Purchaser concerning operational matters of a material nature, excluding, however, any operational matters that arise in the ordinary course of business, consistent with past practices;

(d) use commercially reasonable efforts to maintain all of its assets and properties that are material to the operation of the Business in their current condition, ordinary wear and tear excepted, and maintain in full force and effect the insurance described in Section 3.13(a) or insurance providing comparable coverage;

(e) maintain its books, accounts and records in the usual, regular and ordinary manner, on a basis consistent with past practice;

(f) not hire any new employee of the Partnership or terminate the employment of any Person that is employed by the Partnership as of the date of this Agreement; and

(g) deliver to Purchaser, within fifteen (15) days following the end of each calendar month, if any, which occurs between the date of this Agreement and the Closing Date, the Partnership's internally prepared, unaudited balance sheet as of the end of such month and the related internally prepared unaudited statements of income, changes in partners' equity and changes in cash flows for the period then ended, prepared in accordance with the federal income tax cash basis of accounting and the applicable provisions of the Code and otherwise conforming with the provisions of Section 3.4(b).

5.3. Negative Covenant. Except as otherwise expressly permitted by this Agreement or agreed to in writing by Purchaser, between the date of this Agreement and the Closing Date the Sellers will not, and will not cause or permit the Partnership to, (a) take any affirmative action, or fail to take any commercially reasonable action within its or their reasonable control, as a result of which any of the changes or events listed in Section 3.11(a) would occur, or (b)

[REDACTED]

5.4. [REDACTED]

[REDACTED]

[REDACTED]

5.5. Mutual Covenants Regarding Governmental Authorizations and Other Consents.

(a) As promptly as practicable after the date of this Agreement, the Sellers will, and will cause the Partnership to, make all filings which are required under Legal Requirements to be made by the Sellers or the Partnership to complete the Contemplated Transactions. As promptly as practicable after the date of this Agreement, Purchaser will make all filings required by Legal Requirements to be made by Purchaser to complete the Contemplated Transactions. Between the date of this Agreement and the Closing Date, the Sellers will cause the Partnership to cooperate with Purchaser with respect to all filings or notices that Purchaser elects to make or is required by Legal Requirements to make in connection with the Contemplated Transactions.

(b) If any Material Contract to which the Partnership is a party requires the Consent of any Person that is a party thereto to any of the Contemplated Transactions or the Sellers or the Partnership are otherwise required to obtain any Consent from any other Person in connection with the completion of the Contemplated Transactions, the Sellers will, and will cause the Partnership to, with Purchaser's cooperation, use commercially reasonable efforts to obtain from such Persons written Consents to the completion of the Contemplated Transactions.

(c) Between the date of this Agreement and the Closing Date, Purchaser will (i) cooperate with the Partnership and the Sellers with respect to all filings that the Partnership or the Sellers are required by Legal Requirements to make in connection with the Contemplated Transactions and (ii) cooperate with the Sellers and the Partnership in obtaining all of the Consents identified on Schedule 3.3(d).

(d) In its capacity as the general partner of the Partnership, the General Partner will take such actions and grant such consents as are necessary for the transfer of the Limited Partner Interests pursuant to this Agreement. In their capacity as the limited partners of the Partnership, the Limited Partners Partner will take such actions and grant such consents as are necessary for the transfer of the General Partner Interests pursuant to this Agreement.

(e) [REDACTED]

5.6. Supplementation and Correction and Information. Between the date of this Agreement and the Closing Date, the Sellers will promptly correct and supplement the information set forth on the Schedules delivered by the Sellers pursuant to this Agreement in order to cause such Schedules to remain correct and complete in all material respects; *provided, however,* that the Sellers' delivery to Purchaser of any such corrections or supplements to the Schedules will not constitute an amendment to the Schedules to which such corrections and supplements relate unless Purchaser specifically consents to any such amendment in writing.

5.7. Efforts Regarding Completion. Subject to the terms and conditions of this Agreement, Purchaser and the Sellers shall each use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things which are reasonably necessary or appropriate as promptly as practicable to satisfy their respective conditions set forth in Sections 6 and 7 and to complete the Contemplated Transactions. Each of the Sellers and Purchaser shall cooperate fully with the other in assisting such party in complying with the provisions of this Section 5.7.

5.8. Payment of Cash Distributions and Bonuses by the Partnership. Subject to the provisions of Section 6.9, between the date of this Agreement and the Closing Date the Partnership may (a) make cash distributions to the Sellers on account of the Partnership Interests owned by them and (b) pay bonuses to employees of the Partnership.

5.9. Production Statements. Promptly following the date of this Agreement, and in any event no later than the Closing, the Sellers shall deliver to Purchaser true, correct, and complete copies of the production statements of PCA, produced from the books and records of PCA, for (a) the twelve month period ended December 31, 2012 and (b) the ten (10) month period ended October 31, 2013 related to the Business (the "Production Statements"), including for each of the Client Accounts the net commissions and fees received from or with respect to each such Client Account.

6. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE

The obligation of Purchaser to discharge and pay the Closing Cash Payment and to take the other actions required to be taken by Purchaser at the Closing to complete the Contemplated Transactions is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Purchaser, in whole or in part):

6.1. Accuracy of Representations. Without giving effect to any correction or supplement to the Schedules delivered by the Sellers to Purchaser pursuant to Section 5.6 which has not been consented to in writing by the Purchaser pursuant to Section 5.6, all of the representations and warranties of the Sellers set forth in this Agreement and any Related Agreement, shall have been accurate in all material respects (except for those representations and warranties which by their terms are subject to materiality or Material Adverse Effect qualifications, which representations and warranties shall be accurate in all respects) as of the date of this Agreement, and shall be accurate in all material respects (except for those representations and warranties which by their terms are subject to materiality or Material Adverse Effect qualifications, which representations and warranties shall be accurate in all respects) as of the Closing Date as if made on the Closing Date.

6.2. Sellers' Performance.

(a) All of the covenants and obligations that the Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects.

(b) The Sellers shall have delivered, or caused the delivery of, each of the documents required to be delivered by the Sellers pursuant to Section 2.3(a).

6.3. Consents. Each of the notices and Consents identified or referred to on Schedule 3.3(d) (including, without limitation, the Consent of the Department of Insurance to the completion of the Contemplated Transactions) shall have been provided or obtained, as appropriate, and must be in full force and effect.

6.4. No Proceedings. Since the date of this Agreement, there shall not have been commenced or Threatened against Purchaser, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that would have the effect of preventing, materially delaying, making illegal, or otherwise materially interfering with any of the Contemplated Transactions.

6.5. No Prohibition. Neither the completion nor the performance of any of the Contemplated Transactions will, directly or indirectly, materially contravene, or conflict with, or result in a material violation of, or cause Purchaser to suffer any material adverse consequence under, any applicable Legal Requirement or Order which was not in effect or outstanding, as appropriate, prior to the date of this Agreement.

6.6. No Material Adverse Effect. There shall not have occurred any event, circumstance or change which has resulted in, or which could be reasonably likely to result in, a Material Adverse Effect.

6.7. Financing. Purchaser shall have obtained financing to fund the acquisition of the Purchased Partnership Interests and the payment of the Purchase Price in connection with the completion of the Contemplated Transactions and to provide working capital to the Partnership following the Closing in such amounts, and on such commercially reasonable terms and conditions, as are reasonably satisfactory to Purchaser, in its sole discretion, exercised in good faith in a commercially reasonable manner.

6.8. Repayment of Indebtedness and Release of Encumbrances. All Indebtedness of the Partnership shall be repaid by the Sellers at or prior to the Closing and all Encumbrances (other than Permitted Encumbrances) on the Partnership's assets or properties shall have been released in form and substance reasonably satisfactory to Purchaser.

6.9. [REDACTED]

7. CONDITIONS PRECEDENT TO SELLERS' OBLIGATION TO CLOSE

The obligation of the Sellers to take the actions required to be taken by the Sellers at the Closing to complete the Contemplated Transactions is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Sellers, in whole or in part):

7.1. Accuracy of Representations. All of the representations and warranties of Purchaser in this Agreement shall have been accurate in all material respects (except for those representations and warranties which by their terms are subject to materiality qualifications, which representations and warranties shall be accurate in all respects) as of the date of this Agreement and shall be accurate in all material respects (except for those representations and warranties which by their terms are subject to materiality qualifications, which representations and warranties shall be accurate in all respects) as of the Closing Date as if made on the Closing Date.

7.2. Purchaser's Performance.

(a) All of the covenants and obligations that Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing, shall have been performed and complied with in all material respects.

(b) Purchaser shall have delivered, or caused the delivery of, each of the documents or other items required to be delivered by Purchaser pursuant to Section 2.3(b) including, without limitation, the delivery of the Closing Cash Payment required to be paid by Purchaser to the Sellers at the Closing pursuant to Section 2.2(a).

7.3. No Prohibition. Neither the completion nor the performance of any of the Contemplated Transactions will, directly or indirectly, materially contravene, or conflict with, or result in a material violation of, or cause any of the Sellers to suffer any material adverse consequence under, any applicable Legal Requirement or Order which was not in effect or outstanding, as appropriate, prior to the date of this Agreement.

7.4. No Proceedings. Since the date of this Agreement, there shall not have been commenced or Threatened against the Sellers, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions or (b) that would have the effect of preventing, materially delaying, making illegal, or otherwise materially interfering with any of the Contemplated Transactions.

7.5. [REDACTED]

8. TERMINATION

8.1. Termination Events. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by Purchaser, if (i) there shall have occurred any event, circumstance or change which has resulted in a Material Adverse Effect or (ii) any material Breach of the representations, warranties or covenants of the Sellers set forth in this Agreement has been committed by the Sellers and such Breach has not been (A) waived by Purchaser or (B) cured by the Sellers within ten (10) days after the Sellers receipt of written notice thereof from Purchaser;

(b) by the Sellers, if any material Breach of any of the representations, warranties, or covenants of Purchaser set forth in this Agreement has been committed by Purchaser and such Breach has not been (i) waived by the Sellers or (ii) cured by Purchaser within ten (10) days following Purchaser's receipt of written notice of such Breach from the Sellers;

(c) by Purchaser, if any of the conditions in Section 6 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement) and Purchaser has not waived such condition on or before the Closing Date;

(d) by the Sellers, if any of the conditions in Section 7 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of the Sellers to comply with their obligations under this Agreement) and the Sellers have not waived such condition on or before the Closing Date;

(e) by mutual written consent of Purchaser and the Sellers; or

(f) [REDACTED]

8.2. Effect of Termination. Any termination of this Agreement under Section 8.1 will be effective immediately upon the delivery of written notice by the terminating party to the other party. In the event of the termination of this Agreement as provided in Section 8.1, this Agreement shall be of no further force or effect, and no party will have any Liability to any other party in respect of such termination of this Agreement; *provided, however*, that notwithstanding the foregoing, (a) the provisions of Section 11, and the respective obligations of the parties thereunder, shall survive any termination of this Agreement and (b) prior to the Closing, the sole and exclusive right and remedy of Purchaser and the Sellers for and with respect to any Breach of a representation, warranty, covenant or agreement of the other party under this Agreement shall be to terminate this Agreement pursuant to Section 8.1(a), 8.1(b), 8.1(c) or 8.1(d), as appropriate, and no party shall have any Liability to any other party or any of the Purchaser Indemnitees or Seller Indemnitees, as appropriate, for any Damages or alleged Damages arising out of, or in connection with, any such Breach with respect to which the non-breaching party

exercises such right of termination, except that in the event of the fraud of a party, a knowing misrepresentation by a party, or an intentional or willful Breach of a covenant or agreement by a party, the terminating party shall have the right to recover, to the fullest extent permitted by applicable Legal Requirements, any Liabilities or Damages incurred or suffered by it as a result of such fraud, knowing misrepresentation, or intentional or willful Breach, in addition to its right to terminate this Agreement pursuant to Section 8.1(a), 8.1(b), 8.1(c) or 8.1(d), as appropriate.

9. INDEMNIFICATION; REMEDIES

9.1. Survival. Subject in all respects to the limitations set forth in Section 9.5 and the provisions of Section 9.6, all representations, warranties, covenants, and obligations in this Agreement and in the Related Agreements will survive the Closing.

9.2. General Indemnification and Reimbursement by the Sellers. Subject to the provisions of this Section 9, the Sellers, jointly and severally, shall indemnify, defend and hold harmless Purchaser, its Affiliates, and the respective officers, directors, shareholders, successors and permitted transferees and assigns of Purchaser and its Affiliates (collectively, the "Purchaser Indemnitees") from and against, and will reimburse the Purchaser Indemnitees for, any Damages arising from or relating to any of the following:

(a) any Breach of any representation or warranty made by the Sellers in this Agreement or any Related Agreement, in each case read without regard to (i) any corrections or supplements to the Schedules delivered by the Sellers to Purchaser pursuant to Section 5.6 which have not been consented to in writing by the Purchaser pursuant to Section 5.6 and (ii) any qualifications or limitations to such representations or warranties based upon materiality or Material Adverse Effect, but excluding, however, (iii) a Breach of any representation or warranty by the Sellers in Section 3.7 [Taxes] (which is addressed in Section 9.4);

(b) any Breach by the Sellers of any covenant or obligation of the Sellers in this Agreement or any Related Agreement; and

(c) the matters referred to on Schedule 9.2(c) (the "Specific Indemnity Matters").

9.3. General Indemnification and Reimbursement by Purchaser. Purchaser shall indemnify, defend and hold harmless the Sellers, their respective Affiliates, and the respective officers, directors, managers, shareholders, successors and permitted transferees and assigns of the Sellers and their Affiliates (collectively, the "Seller Indemnitees") from and against, and will reimburse the Seller Indemnitees for, any Damages arising from or relating to any of the following:

(a) any Breach of any representation or warranty made by Purchaser in this Agreement or in any Related Agreement; and

(b) any Breach by Purchaser of any covenant or obligation of Purchaser in this Agreement or any Related Agreement.

9.4. Tax Indemnification.

(a) Subject to the provisions of this Section 9, the Sellers, jointly and severally, shall indemnify, defend and hold harmless the Purchaser Indemnitees from and against any and all Damages arising from any Partnership Indemnified Taxes.

(b) For purposes of determining the Sellers' obligation to indemnify the Purchaser Indemnitees pursuant to Section 9.4(a):

(i) the parties will, to the extent permitted by applicable Legal requirements, elect with the relevant taxing authority to treat for all purposes the Closing Date as the last day of a taxable period of the Partnership, such that the Partnership files a Tax Return for a period that ends on the Closing Date;

(ii) in the case of any taxable period beginning before and ending after the Closing Date (a "Straddle Period") where applicable Legal Requirements do not permit the Partnership to treat the Closing Date as the last day of a taxable period, then for purposes of this Agreement, the portion of any Tax that is attributable to the portion of such Straddle Period ending on the Closing Date shall be:

(A) in the case of income Taxes or Taxes resulting from, or imposed on, sales, receipts, use, transfers or assignments of property, or wages, withholdings, or other payments, the amount that would be payable for such period determined as if the Partnership filed a Tax Return for the portion of the Straddle Period ending on the Closing Date, based upon an interim closing of the books of the Partnership on the Closing Date; provided that for purposes of this paragraph (A), any item determined on an annual or periodic basis (including amortization and depreciation deductions and the effects of graduated rates) shall be allocated between the portion of the Straddle Period ending on the Closing Date and the portion of the Straddle Period after the Closing Date based on the relative number of days in the relative portions of the Straddle Period as compared to the number of days in the entire Straddle Period.; and

(B) in the case of all other Taxes, an amount equal to (1) the amount of Taxes for the entire Straddle Period *multiplied by* (2) a fraction (y) the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and (z) the denominator of which is the number of calendar days in the entire Straddle Period.

9.5. Time Limitations.

(a) General Indemnity Period. Notwithstanding anything contained herein to the contrary, except as otherwise specifically provided in Sections 9.5(b), 9.5(c), and 9.5(d), the Sellers will have no liability to the Purchaser Indemnitees pursuant to Section 9.2 unless on or before the expiration of the eighteen (18) month period immediately following the Closing Date, the Sellers are given written notice from a Purchaser Indemnitee of an indemnity claim made pursuant to Section 9.2 specifying the factual basis of that claim in reasonable detail (a

“Claim Notice”); *provided, however*, that with respect to any such claim for which a Claim Notice has been given to the Sellers prior to the expiration of such eighteen (18) month period, the Sellers’ liability to the Purchaser Indemnitees for such claim shall survive without limitation as to time until such claim is resolved.

(b) Exception to General Indemnity Period (Tax Claims). Notwithstanding the provisions of Section 9.5(a), the Sellers will have no liability to the Purchaser Indemnitees under, or in connection with, any indemnity claims made pursuant to Section 9.4 (a “Tax Claim”), unless on or before the expiration of the applicable Tax statute of limitations, the Sellers are given a Claim Notice for such Tax Claim; *provided, however*, that with respect to any such Tax Claim for which a Claim Notice has been given to the Sellers on or before the expiration of the applicable Tax statute of limitations, the Sellers’ liability to the Purchaser Indemnitees for such Tax Claim shall survive without limitation as to time until such Tax Claim is resolved. The term “applicable Tax statute of limitations”, as used in this Section 9.5(b), shall mean, with respect to any particular type of Tax, a period of time equal to the applicable statute of limitations established pursuant to any Legal Requirement pertaining to such Tax, plus ninety (90) days.

(c) Exception to General Indemnity Period (Fundamental Indemnification Carve-Out Claims). Notwithstanding the provisions of Section 9.5(a), the Sellers will have no liability to the Purchaser Indemnitees under, or in connection with, any indemnity claims made pursuant to Section 9.2 attributable to a Breach of (i) the representations and warranties made by the Sellers in Section 3.2(a) and 3.2(b) [Capitalization] or (ii) the covenants and agreements made by the Sellers in Section 10 [Agreement Not to Compete Etc.] (a “Fundamental Indemnification Carve-Out Claim”), unless on or before the expiration of the six (6) year period immediately following the Closing Date, the Sellers are given a Claim Notice for such Fundamental Indemnification Carve-Out Claim; *provided, however*, that with respect to any such Fundamental Indemnification Carve-Out Claim for which a Claim Notice has been given to the Sellers prior to the expiration of such six (6) year period, the Sellers’ liability to the Purchaser Indemnitees for such Fundamental Indemnification Carve-Out Claim shall survive without limitation as to time until such Fundamental Indemnification Carve-Out Claim is resolved.

(d) Exception to General Indemnity Period (Specific Indemnity Matters). The provisions of Section 9.5(a) shall not apply to any indemnity claims made pursuant to Section 9.2(c) with respect to any of the Specific Indemnity Matters referred to on Schedule 9.2(c), and the Sellers’ liability to the Purchaser Indemnitees for such Specific Indemnity Matters shall survive following the Closing without any limitation as to time.

9.6. Limitations on Amount of Liability.

(a) Indemnity Deductible. Notwithstanding anything contained herein to the contrary, except as otherwise provided in Section 9.6(c), the Sellers will have no liability to the Purchaser Indemnitees under, or in connection with, this Agreement, any of the Related Agreements, or any of the Transactions, pursuant to Section 9.2, until the total amount of all Damages with respect to such claims exceeds [REDACTED] (the “Deductible”), and then only for the amount by which such Damages exceed the Deductible.

(b) [REDACTED]

[REDACTED]

9.7. Procedure for Indemnification - Third Party Claims.

(a) All claims for indemnification under this Agreement shall be governed by the procedures set forth in this Section 9.7.

(b) When a Person seeking indemnification under Sections 9.2, 9.3 or 9.4 (the "Indemnified Party") receives notice of any claims made by third parties ("Third Party Claims"), or has any other claim for indemnification other than a Third Party Claim, which is or may be the basis of a claim for indemnification hereunder, the Indemnified Party shall promptly, but in any case not later than thirty (30) days after such claim is first asserted, deliver a Claim Notice to the other party (the "Indemnifying Party"); *provided, however,* that the failure of the Indemnified Party to promptly deliver a Claim Notice as provided herein shall not relieve the Indemnifying Party of any of its obligations hereunder unless and only to the extent that the Indemnifying Party shall have been materially prejudiced thereby. Upon receipt of a Claim Notice from the Indemnified Party with respect to a Third Party Claim, the Indemnifying Party may, but shall not be required to, assume the defense of such Third Party Claim. If the Indemnifying Party elects to undertake the defense of any Third Party Claim, it shall use counsel of its choice but reasonably acceptable to the Indemnified Party, and the Indemnifying Party shall pay all reasonable costs and expenses thereof (including the reasonable costs and expenses incurred by the Indemnified Party in connection with the defense of such Third Party Claim prior to the assumption of such defense by the Indemnifying Party) and shall be fully responsible for the outcome thereof, subject to the limitations set forth in Section 9.6. The Indemnifying Party shall give notice to the Indemnified Party as to its intention to assume the defense of any Third Party Claims within thirty (30) days after the date of receipt of the Indemnified Party's Claim Notice in respect of such Third Party Claims. If an Indemnifying Party does not, within thirty (30) days after the Indemnified Party's Claim Notice is given, furnish notice to the Indemnified Party of its assumption of the defense of the Third Party Claim, the Indemnifying Party shall be deemed to have waived its right to control the defense thereof. If the Indemnified Party assumes the defense of any Third Party Claims because of the failure of the Indemnifying Party to do so in accordance with this Section 9.7(b), it may do so in such manner as it may deem appropriate, and the Indemnifying Party shall pay all reasonable costs and expenses of such defense, subject however to the limitations set forth in Section 9.6; *provided, however,* that the Indemnifying Party shall have no liability with respect to any compromise or settlement of a Third Party Claim being contested by the Indemnified Party

that is effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) Notwithstanding the provisions of Section 9.7(b), with respect to any Third Party Claim that the Indemnifying Party is defending, the Indemnified Party shall have the right to retain separate counsel to represent it and the Indemnifying Party shall pay the reasonable fees and expenses of such separate counsel only if and to the extent that, (i) there is a conflict of interest that makes it reasonably necessary for separate counsel to represent the Indemnified Party and the Indemnifying Party; (ii) the actual or potential defendants in, or targets of, any such Third Party Claim include both the Indemnifying Party and the Indemnified Party, and the Indemnified Party shall have reasonably concluded that there are legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to assume the defense of such Third Party Claim on behalf of the Indemnified Party); (iii) the Indemnifying Party shall not have engaged counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable amount of time after the Indemnified Party's Claim Notice is given; or (iv) the Indemnifying Party shall authorize, in writing, the Indemnified Party to engage separate counsel at the Indemnifying Party's expense.

(d) If the Indemnified Party desires to settle any Third Party Claim being defended by the Indemnifying Party pursuant to Section 9.7(b), the Indemnified Party shall advise the Indemnifying Party in writing of the amount it proposes to pay in settlement thereof (the "Proposed Settlement"). If such Proposed Settlement is unsatisfactory to the Indemnifying Party, it shall have the right, at its expense, reasonably to continue to defend such Third Party Claim by giving written notice of such election to the Indemnified Party within fifteen (15) days after the Indemnifying Party's receipt of the advice of the Proposed Settlement. If the Indemnifying Party does not deliver such written notice within fifteen (15) days after receipt of such advice, or if the Indemnifying Party, after having given such notice to the Indemnified Party, fails to continue to defend such Third Party Claim, the Indemnified Party may offer the Proposed Settlement to the third party making such Third Party Claim. If the Proposed Settlement is not accepted by the party making such Third Party Claim, any new Proposed Settlement which the Indemnified Party may wish to present to the party making such Third Party Claim shall first be presented to the Indemnifying Party who shall have the right, subject to the conditions set forth in this Section 9.7(d), reasonably to continue to defend such Third Party Claim. In all such events, the Indemnifying Party shall indemnify the Indemnified Party and hold it harmless against and from any and all costs of defense, payment, or settlement, including reasonable attorneys' fees incurred in connection therewith, subject, however, to the limitations set forth in Section 9.6.

(e) The Indemnifying Party may settle any Third Party Claim only if it has agreed to contest the claim in accordance with Section 9.7(b). If any Indemnifying Party desires to settle any Third Party Claim, the Indemnifying Party shall not, without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, delayed, or conditioned), (i) settle or compromise such Third Party Claim, or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written release from all liability in respect of such Third Party Claim or (ii) settle or compromise any such Third Party Claim, in any manner that would

be reasonably likely to adversely affect the Indemnified Party other than as a result of money damages or other money payments which are fully indemnified against by the Indemnifying Party, including any settlement or compromise that imposes any equitable remedies or material obligations or restrictions on the Indemnified Party.

(f) Subject to the foregoing provisions of this Section 9.7, the parties will jointly participate in the defense of any Third Party Claim relating to any of the Specific Indemnity Matters referred to on Schedule 9.2(c) which is or may be the basis of a claim for indemnification hereunder, and, accordingly, (i) each of the parties shall, at all times in good faith and in a commercially reasonable manner, cooperate and consult with one another in connection with the defense of any such Third Party Claim and (ii) the party controlling the defense of such Third Party Claim in accordance with the provisions of Section 9.7(b) shall afford to the other party or parties a reasonable opportunity to participate in the defense of such Third Party Claim, including, without limitation, by providing advice and assistance to the party controlling the defense of such Third Party Claim, which advice and assistance will be considered by the party controlling the defense of such Third Party Claim in good faith. Notwithstanding anything to the contrary set forth herein, in the event of the assertion of any Third Party Claim relating to any of the Specific Indemnity Matters referred to on Schedule 9.2(c) which is or may be the basis of a claim for indemnification hereunder, upon the request of the Sellers or Purchaser the parties will enter into a written joint defense agreement mutually acceptable to each of the parties, in such party's sole discretion, providing for the joint defense of such Third Party Claim by the parties on the terms and conditions set forth therein.

9.8. Exclusive Remedy; Etc.

(a) Except as specifically set forth in Section 9.8(b), and for any claims relating or attributable to the fraud of any party or an intentional or willful Breach of a representation, warranty, covenant, or obligation in this Agreement or any Related Agreement by any party, with respect to which the parties shall retain all available rights and remedies under any applicable Legal Requirement, the sole and exclusive remedy of the Purchaser Indemnitees and the Seller Indemnitees for any and all claims or Damages relating to or arising out of or in connection with this Agreement or any of the Related Agreements or the Contemplated Transactions and the facts and circumstances relating and pertaining thereto (whether any such claim may be made in contract, breach of warranty, tort, or otherwise) shall be an action for indemnity pursuant to this Section 9, which shall be governed and limited by this Section 9.

(b) Notwithstanding the provisions of Section 9.8(a), each party shall be entitled to pursue those equitable and other remedies that may otherwise be available to it pursuant to the provisions of Section 10.4 or any of the Related Agreements.

9.9. Determination of Damages. For purposes of this Section 9, the term "Damages" means, collectively, all claims, Liabilities, obligations, losses, damages (whether direct, indirect, consequential, incidental, special, punitive, or otherwise), deficiencies, assessments, Taxes, Encumbrances, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees and costs and expenses incurred in investigating, preparing, defending against, or prosecuting any litigation, claim, action, suit, or other proceeding or demand); *provided, however*, that (a) if the event, loss, claim or other liability that gave rise to the right to receive

indemnification is covered by insurance maintained by or for the benefit of the Indemnified Party, the amount of any "Damages" shall be reduced by the net amount of any reimbursement, replacement, or other compensation actually received by such Indemnified Party pursuant to such insurance and (b) solely with respect to any Specific Indemnity Matters referred to on Schedule 9.2(c), the amount of any "Damages" shall be reduced by the net amount of any indemnity payment actually received by the Partnership from PCA pursuant to the AIF Agreement on account of such Specific Indemnity Matters.

10. AGREEMENT NOT TO COMPETE, ETC.

10.1. Noncompetition. The Sellers hereby acknowledge and recognize the highly competitive nature of the Business and accordingly agree, severally, but not jointly, that the Sellers will not, during the Noncompetition Period, directly or indirectly, (a) engage in the Business, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a passive investor in less than five percent (5%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, representative, independent contractor, creditor, or otherwise anywhere in the Restricted Territory; or (b) assist others in engaging in the Business in the manner described in Section 10.1(a); or (c) solicit or induce any individual who is or, at any time within the six (6)-month period immediately preceding the Closing or (ii) following the Closing, was an employee of the Partnership to terminate his or her employment or offer employment to or hire or engage any such individual; or (d) solicit the business of, or trade with, any customers or clients or prospective customers or clients of the Partnership with respect to the products sold or services provided by the Partnership during the two (2) year period immediately preceding the Closing Date; or (e) induce, or otherwise solicit, any customers or clients, or prospective customers or clients, of the Partnership to terminate or otherwise curtail or impair their business relationship with the Partnership.

10.2. Confidentiality. The Sellers expressly acknowledge and agree that the records, books, data, and other confidential information concerning the products, accounts, client development (including customer and prospect lists), sales activities and procedures, promotional and marketing techniques, plans and strategies, financing, development and expansion plans and credit and financial data concerning customers and suppliers and other information involving the Partnership obtained by the Sellers through their affiliation with the Partnership are considered by Purchaser to be confidential and in the nature of trade secrets and are valuable, special and unique assets of the Partnership, access to knowledge of which are essential to preserve the good will and going business value of the Partnership for the benefit of Purchaser and its Affiliates. In recognition of the highly competitive nature of the industry in which the Business will be conducted, the Sellers further agree that all knowledge and information described in the preceding sentence not in the public domain (unless such knowledge and information is in the public domain as a result of a Breach of this or any other confidentiality agreement) and heretofore obtained by the Sellers as a result of the Sellers affiliation with the Partnership shall be considered confidential information (collectively, the "Confidential Information"). In recognition of the foregoing, the Sellers hereby agree severally, but not jointly, that the Sellers will not, during or after the Noncompetition Period, disclose, or cause to be disclosed, any of the Confidential Information to any Person for any reason or purpose whatsoever, except and to the extent such disclosure is required by law or appropriate court order and written notice thereof, if practicable, is provided to Purchaser not less than ten (10) days prior to such disclosure, nor shall the Sellers

make use of any of the Confidential Information, other than information that is in the public domain (unless such information is in the public domain as a result of a Breach of this or any other confidentiality agreement), for the Sellers' own purposes or for the benefit of any Person (except the Partnership or its Affiliates) under any circumstances during or after the Noncompetition Period.

10.3. Reformation. It is expressly understood and agreed that, although the parties consider the restrictions set forth in Sections 10.1 and 10.2 to be reasonable for the purpose of preserving the good will, proprietary rights and going business value of the Partnership, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction set forth in Sections 10.1 or 10.2 is an unreasonable or otherwise unenforceable restriction against any Seller, the parties do hereby authorize such court to revise and amend the provisions of Sections 10.1 and 10.2 so as to produce legally enforceable restrictions, and, if the court refuses to do so, the parties agree that the provisions of Sections 10.1 and 10.2, as appropriate, shall not be rendered void, but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable.

10.4. Equitable Relief. The Sellers acknowledge and agree that Purchaser's remedy at law for a Breach or threatened Breach of any of the provisions of Sections 10.1 and 10.2 would be inadequate and, in recognition of that fact, in the event of a Breach or threatened Breach by any Seller of the provisions of Section 10.1 or 10.2, it is agreed that, in addition to its remedy at law, Purchaser shall be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. Nothing set forth in this Section 10.4 shall be construed as prohibiting Purchaser from pursuing any other rights and remedies available to it for such Breach or threatened Breach pursuant to Section 9.2.

11. GENERAL PROVISIONS

11.1. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own costs and expenses incurred in connection with the preparation, negotiation, execution, and performance of this Agreement and the Contemplated Transactions, including all legal, accounting, and investment banking fees, costs and expenses and fees and expenses of any other Representatives of such party that are incurred in connection with this Agreement or the Contemplated Transactions; provided, however, that notwithstanding the foregoing or anything contained herein to the contrary, it is understood, recognized, acknowledged and agreed by the parties that the Sellers shall pay all such fees and expenses incurred by the Partnership in connection with this Agreement or the Contemplated Transactions, all of which are identified on Schedule 11.1, at or prior to the Closing.

11.2. Public Announcements. Any public announcement or similar publicity with respect to this Agreement, the Contemplated Transactions or any of the terms thereof will be issued, if at all, at such time, in such manner and shall include only such information as Purchaser and the Sellers shall mutually agree upon in writing. Unless consented to by the other party in advance in writing or required by Legal Requirements, prior to the Closing, Purchaser and the Sellers shall, and the Sellers will cause the Partnership to, keep this Agreement strictly

confidential and neither Purchaser nor the Sellers will make, or cause to be made, any disclosure of this Agreement or any of its terms to any Person. Purchaser will, and the Sellers will cause the Partnership to, consult with each other concerning when and the means by which the Partnership's clients, customers and suppliers and others having dealings with the Partnership will be informed of the Contemplated Transactions, and to cooperate with respect to such disclosure. Anything to the contrary set forth in this Section 11.2 notwithstanding, in no event shall any party be permitted to announce publicly the Purchase Price without the prior written consent of the other parties.

11.3. Confidentiality. Between the date of this Agreement and the Closing Date, Purchaser and the Sellers will, and the Sellers will cause the Partnership to, and after the Closing Date the Sellers will, maintain in confidence, and the parties will cause the respective Affiliates and Representatives of Purchaser and the Partnership to maintain in confidence any confidential or proprietary written, oral, or other information obtained from the other party or such parties' Affiliates or Representatives in connection with this Agreement or the Contemplated Transactions (it being understood that, in all events, such information may be disclosed to a party's Affiliates, Representatives and financing providers), unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any Consent or approval required for the completion of the Contemplated Transactions, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with a Legal Requirement or Proceeding. If the Contemplated Transactions are not completed, each party will return or destroy as much of such written information as the other party may reasonably request.

11.4. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) three (3) days after being deposited in the mails, if sent by certified mail, with return receipt requested, (c) upon confirmed receipt, if sent by facsimile transmission, or (d) one (1) day after sending, if sent by a nationally recognized overnight delivery service (receipt requested) specifying next day delivery, in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

If to the Sellers:

Barton L. Post

[REDACTED]

and

Joseph F. Brady

[REDACTED]

with a copy to: Hamburg, Rubin, Mullin, Maxwell & Lupin, P.C.
375 Morris Road, PO Box 1479
Lansdale, PA 19446-0773
Facsimile: (215) 661-0315
Attention: Jonathan Samel, Esq.

If to Purchaser: DSN Holdings, Inc.
3370 Sugarloaf Parkway
Suite G-2/302
Lawrenceville, GA 30044
Facsimile: (877) 614-6424
Attention: Sara Carpenter

with a copy to: Stevens & Lee
51 South Duke Street
Lancaster, Pennsylvania 17602
Facsimile: (610) 236-4182
Attention: Scott H. Spencer, Esquire

11.5. Jurisdiction: Venue. Any Proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced only in any state or federal court located in the Commonwealth of Pennsylvania. Each party (a) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the Commonwealth of Pennsylvania, in connection with any such proceeding; (b) agrees that each such court shall be deemed to be a convenient forum; (c) agrees that service of process in any such proceeding may be made by giving notice pursuant to Section 11.4; and (d) agrees not to assert, by way of motion, as a defense or otherwise, in any such Proceeding commenced in any such court, any claim that such party is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

11.6. Certain Waivers.

(a) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) EACH OF THE PARTIES (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.6.

11.7. Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Related Agreements and the documents referred to in this Agreement and the Related Agreements.

11.8. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

11.9. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (together with the Related Agreements) a complete and exclusive statement of the terms of the agreement between the parties with respect to its and their subject matter. Except as specifically provided in Section 10.3, this Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

11.10. Assignments, Successors, and No Third-Party Rights. None of the parties may assign or otherwise transfer any of their respective rights under this Agreement without the prior written consent of the other parties; *provided, however*, that Purchaser, without the consent of the Sellers, shall have the right to (a) assign any or all of Purchaser's rights (but not its obligations) hereunder to any of its Affiliates and (b) pledge any or all of Purchaser's rights (but not its obligations) hereunder to any financial institutions providing financing to Purchaser in connection with the Contemplated Transactions as collateral security for Purchaser's obligations to such institutions. Any attempted assignment in contravention of the foregoing restrictions on assignment or transfer shall be null and void. Subject to the two preceding sentences, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors, permitted assigns, heirs, executors, and personal representatives of the parties. Except for the obligation of (a) the Sellers to indemnify, defend and reimburse the Purchaser Indemnitees pursuant to Section 9.2 and Section 9.4 and (b) Purchaser to indemnify, defend and reimburse the Seller Indemnitees pursuant to the provisions of Section 9.3, and as otherwise provided in this Section 11.10, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors, permitted assigns, heirs, executors, and personal representatives.

11.11. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.12. Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

11.13. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.14. Governing Law. This Agreement will be governed by and construed under the domestic, internal laws of the Commonwealth of Pennsylvania without regard to its principles pertaining to conflict of laws.

11.15. Joint and Several Obligations. The Sellers shall be jointly and severally liable and obligated to perform each and every agreement of any Seller or of the Sellers set forth in this Agreement or any of the Related Agreements.

11.16. Counterparts. This Agreement and any Related Agreement may be executed in two (2) or more counterparts, each of which counterparts of this Agreement or any such Related Agreement, as appropriate, will be deemed to be an original of this Agreement or such Related Agreement, as appropriate, and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Agreement may deliver an executed counterpart hereof and of any of the Related Agreements by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to another party hereto or thereto and any such delivery shall have the same force and effect as any other delivery of a manually signed counterpart of this Agreement or such Related Agreement.

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Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DSN HOLDINGS, INC.

By: 
Alan Waring, President

PROFESSIONAL 3RD PARTY
ADMINISTRATOR, INC.

By: _____
Name:
Title:

Barton L. Post (SEAL)

Joseph F. Brady (SEAL)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DSN HOLDINGS, INC.

By: _____
Alan Waring, President

PROFESSIONAL 3RD PARTY
ADMINISTRATOR, INC.

By: Barton L Post
Name: BARTON L POST
Title: PRESIDENT

Barton L Post (SEAL)
Barton L. Post

Joseph F. Brady (SEAL)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DSN HOLDINGS, INC.

By: _____
Alan Waring, President

PROFESSIONAL 3RD PARTY
ADMINISTRATOR, INC.

By: _____
Name:
Title:

Barton L. Post (SEAL)

Joseph E. Brady

Joseph E. Brady (SEAL)