DIRECTORY OF BENEFITS

“Organizing for a Healthier Community”
PPC Membership

This is a Health Care Cooperative between patients and physicians that includes guaranteed pricing for health care at Fair and Reasonable Prices for members using the cooperative’s member physicians and participating facilities.

Organization’s History

Members of Tomorrow’s Bread Today, or TBT, a non-profit tax exempt organization in Houston, Texas, formed a non-profit association called Senior Patient Association in 2005. The purpose of the association was to provide members with access to basic health care services. By using Senior Patient Association (that does business as Patient/Physician Cooperatives) it has been able to make health care economical and to gain the support of many highly-qualified physicians, nurses, and alternative care providers.

Patient Physician Cooperatives (PPC) gives the local medical cooperative proper governance and helps it recruit individual patient and physician members. PPC contracts with physicians in Accountable Care Organizations (ACOs) and Independent Practice Associations (IPAs). These groups each have hundreds of physicians as members in primary care practices and in specialty practices.

In a pilot study before the first local co-op began we treated 4,000 patients and surveyed them about their abilities to pay monthly for primary health care services. Based on the survey, we found that patients said they could pay between $30 and $45 per month for primary health care services. The participating physicians in the ACOs and IPAs found that level of monthly pay was adequate to care for an individual patient provided they would pay the fee each month for a year. These fees covered the cost of the physician, his or her staff and overhead, and are a direct payment agreement between the physician and his or her patient, which we call “Concierge Plus.” It is a retainer payment plan in which fees charged at Medicare rates by the physician are deducted from the retainer deposits. The retainers and membership fees are secured by a loan agreement between the PPC and the Member.
Disclosures

None of the listed benefits of the Senior Patient Association (DBA–Patient Physician Cooperatives) are insurance, except for Association Group Insurance Policies and Provider Group Stop Loss Reinsurance issued to the Physician Association by State Authorized Insurers.

The plan (not including the Association Group Insurance Policy and Provider Stop Loss Policy) provides discounts at certain healthcare providers of medical services. The plan member is obligated to pay for all healthcare services but will receive a discount from those healthcare providers who have contracted with the discount plan organization.

In several states, primary care services, lab and diagnostic are paid for through the Concierge Plus monthly retainer payment agreements directly with the providers. In other locations the lab and imaging services are based on fee-for-service at discounted rates payable at the time of service.

The discount card program is purchased by the Association (PPC) from Doc Wellbee, Inc. and contains a 30 day cancellation period. Members shall receive a full refund of membership fees, excluding registration fee, if membership is cancelled within the first 30 days after the effective date.


Teladoc Disclosures
Teladoc does not replace the primary care physician. Teladoc does not guarantee that a prescription will be written and operates subject to state regulations. Teladoc does not prescribe DEA controlled substances. Teladoc physicians reserve the right to deny care for potential misuse of services. Teladoc, Inc. © 2002-2017.

Pharmacy discounts are not insurance, and are not intended as a substitute for insurance. The discount is only available at participating pharmacies.
What is the PPC and how is it different from an insurance plan?

Patient/Physician Cooperatives (PPC), established in 2005, is a non-profit organization of patients, physicians, and member representatives. PPC is not an insurance product; it is a group of physicians who have joined together to give their patients access to affordable, basic health care through mutual support.

Membership Agreement with Doc Wellbee

This Membership Contract Agreement, and the membership card, constitute the entire agreement.

Plan type: Patient Physician Cooperatives

Family plan membership includes all legal dependents.

Disclosures and limitations:

☐ The advertised plan is not a health insurance policy.
☐ The advertised plan provides discounts at certain health care providers for medical services.
☐ The advertised plan does not make payments directly to the providers of medical services.
☐ The advertised plan member is obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with the discount plan organization.
☐ The Discount Medical Plan Organization is doc Wellbee, Inc. located at 3957 Pleasantdale Rd Ste 102, Atlanta, GA 30340.

Please visit our website: www.docwellbee.com for a current fee schedule and listing of Dental Providers located near you.

The contract effective date is the date of your PPC membership and shall remain in effect until terminated.

Termination of membership: We require a written notice from PPC for the member to Doc Wellbee, a minimum of 30 days prior to desired cancellation date. If the member cancels his or her membership with Doc Wellbee within the first 30 days after the effective date of enrollment in the plan, the member shall receive a reimbursement within 30 days of all periodic charges upon return of the discount cards to PPC.

If you have any questions, complaints or concerns regarding your membership or plan benefits, please call our office Monday through Friday (8:30am-5:30pm EST) to speak with one of our specialty trained representatives.
Benefit Types for each plan being offered

A. Discounted Health Care Rates for cash-at-time-of-service (based on prices set near Medicare Rates – these average 66% less than the usual rates). Voting membership in the Association for each adult 18+ years. These discounts come from contracts with Accountable Care Organizations that are members of National Association of Physician ACOs and from Multi-Plan PHCS networks.

B. Primary Medical Care from PCPs ($0 Copay)

C. Lab Tests ($0 Copay from Selected Labs)

D. Diagnostic Imaging ($0 Copay from Selected Clinics)

E. Teladoc - Consult via Phone

F. Dental Care Discounts

G. Vision Care Discounts

H. Prescription Drug Discounts

I. Hearing Care & Hearing Aid Discounts

J. Health Risk Assessments

K. 7/24/365 Roadside Assistance Services

L. Patient Advocacy

M. Group Hospital Indemnity Insurance

N. Employer Sponsored Health Plans that use the PPC benefits in conjunction with their ERISA Trusts. These plans are for groups offering a qualified plan to their employees and dependents which plan includes the PPC benefits and stop loss reinsurance.
Type of Benefits in each Plan:

Plan 4: Plan 1 Plus Stop Loss
Plan 5: Plan 2 Plus Stop Loss
Plan 6: Plan 3 Plus Stop Loss
Plan 7: Plan 2 or Plan 3 Plus Stop Loss & ERISA Employer Sponsored Trust

Founded in 1980, MultiPlan is the industry’s most comprehensive provider of healthcare cost management solutions.

- 900,000 healthcare providers under contract, an estimated 68 million consumers accessing our network products, and 40 million claims reduced through our network and non-network solutions each year.

- The only company that can offer access to the leading independent national primary PPO as well as our complementary network, and negotiation and medical reimbursement services through a single electronic submission.

MultiPlan has the know-how and creativity to offer more choices and more value for today’s healthcare payers and providers.
Plan Benefits Summaries

Basic Membership in the Cooperative (A)

Services from PPC medical providers that are not covered by group insurance as is types (M) and (N) or are not based on a monthly payment plan types (B), (C) and (D) are paid for with cash, check or credit card at the time of service based on discounted prices which average from 50% to 70% less than the usual charges. Each person in that Association has this basic benefit and each adult member is entitled to vote at the annual meeting.

Concierge Plus—Primary Medical Care (B)

Primary medical care services are provided to members with no co-payment and no health qualifications. Members choose their physician (PCP) from our provider directory from among listed Family Practitioners, Internists, General Practitioners, Masters or Doctors of Eastern Medicine, and Naturopaths. Each members signs a monthly payment plan agreement with his or her chosen PCP. This payment entitles the member to $360 of services per year from the PCP based on discounted prices. If during the year the $360 has been used then additional services are paid for at $30 per visit. Typically, members do not exceed the $360 limit. If they have plan 7 then the $30 payment is waived.

Lab Tests (C)

Each member in all plans (1-5) has lab services available from Clinical Pathology Laboratories (CPL) or Quest depending on choice of Primary Care Physician with no copayment.

A simple blood test is necessary for the prevention or early detection of diseases. The earlier a problem is identified, the easier and more likely it is to be treated.

Diagnostic Imaging (D)

Selected free-standing imaging centers in several cities offer our members a monthly payment plan in which there is $0 copayment at the time of service. This service is included in plans 3, 6 & 7.

These centers are listed in your provider directory. Plans 1 & 2 include discounted imaging services through PPC.
Teladoc (E) (800-835-2362)

Telemedicine is comprised of a national network of U.S. board-certified physicians who use electronic health records, telephone consultations and online video consultations to diagnose, recommend treatment and write short term, non-DEA controlled prescriptions, when appropriate.

Physicians are available 24 hours a day, 365 days a year. This allows members of any age to conveniently access quality care from their home, work or on-the-go as opposed to more expensive and time-consuming alternatives like the doctor’s office or emergency room.

To ensure high quality physicians, credentials for physicians are conducted every two years. These physicians are also subject to a 10% random audit, which exceed NCQA standards.

When Do You Use Telemedicine?

- When your Physician is not available
- After hours or whenever you need non-emergency care
- On vacation, or on a business trip
- If you are considering a trip to the ER or Urgent Care Center for non-emergency care

What condition would you use it for?

- For non-emergency care such as:
  - Cold or Flu
  - Sinus Infection
  - Allergies
  - Respiratory Infection
  - Bronchitis
  - Pink Eye
  - Urinary Tract Infections
  - Poison Ivy
Dental Care Discounts (F) (800-290-0523)

Members may take advantage of savings offered by an industry leader in dental care. Aetna is one of the most recognized professional dental networks in the nation and boasts a provider network of over 150,000 dental access points.

The Dental Plan Features:

- Save 20% to 50% on most dental procedures including routine oral exams, unlimited cleanings, and major work such as dentures, root canals, and crowns
- 20% savings on orthodontics including braces and retainers for children and adults
- 20% reduction on specialist’s normal fees. Specialties include: Endodontics, Oral Surgery, Pediatric Dentistry, Periodontics, and Prosthodontics
- Cosmetic dentistry such as bonding and veneers also included
- All dentists must meet highly selective credentialing standards based on education, background, license standing and other requirements
- Members may visit any participating dentist on the plan and change providers at any time

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<th>Regular Price</th>
<th>Discounted Price</th>
<th>Savings</th>
<th>Savings %</th>
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<td>Extraction (single tooth)</td>
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Vision Care (G)

Eyeware

* Members save 20% to 40% off the retail price of eyewear with the EyeMed Vision Care Access Plan D discount program through the Access network. Members are eligible for discounts on exams, eyeglasses and contact lenses from more than 65,000 providers nationwide including independent optometrists, ophthalmologists, opticians, and leading optical retailers such as LensCrafters®, Sears Optical® Target Optical®, JCPenney® Optical, and most Pearle Vision® locations.

* Replacement Contact Lenses by Mail - EyeMed members may order replacement contact lenses via the Internet and have them mailed directly to the member’s home. This service is for replacement contact lenses only, and the EyeMed discount does not apply.

The member’s initial pair of contact lenses must still be purchased from their eye care provider to ensure proper fit and follow-up.

Qualsight Lasik

Serving you with choice, quality and savings.

* Members will receive savings of 40% to 50% off the overall national average cost for Traditional LASIK surgery through QualSight or receive significant savings on newer procedures like Custom Bladeless (all laser) LASIK.

* QualSight has more than 750 locations, so members can choose the provider and the LASIK procedure that meets their vision care needs.

- QualSight is contracted with credentialed and experienced physicians who have collectively performed over 4 million procedures.

The QualSight program is not an insured program.
Prescription Drugs (H)

Save 10% to 85% off on prescription drugs from more than 60,000 pharmacies nationwide. All the major pharmacies have access via their computers to the pricing for your drugs based on your health plan. Your RX Bin Number, your Group Number and your Plan Code are printed on your health ID card. There is also a help line number for your pharmacist if there are any questions about the plan or prices.

Hearing (I)

Save 40% off diagnostic services from the HearPO program, including hearing exams and significant discounts on the price of hearing aid(s) at over 3,200 provider locations nationwide.

1 year of free batteries (80 cell per hearing aid).

Lowest Price Guarantee*: If you should find a lower price at another local provider, we’ll gladly beat that price by 5%.

*Competitor coupon required for verification of price and model. Limited to manufacturers offered through the HearPO program. Local Provider quotes only will be matched.

Health Risk Assessments (J)

Knowing about your health risks may not happen until you have already become ill and consulted with your primary care physician. It is better to find out when you are well and learn how you might avoid episodes of sickness or injury. We provide, at no cost to you, a consultation with a nurse to collect some basic health information from you a help you in the selection of your primary care physician and the specialist you will use. Your information is put into an electronic health record to which you both access and control to share with your physicians. We know there are times when we need more than just a few minutes to explain our health issues and concerns and often a visit to the doctors office does not afford that opportunity. A cooperative is about helping each other in meaningful ways.
Roadside Assistance (K)

Towing - When a member’s automobile is disabled as a result of a covered breakdown, we will arrange to have it towed to their home or the nearest qualified service facility.

Flat Tire - If the member’s vehicle has an operable spare tire, it will be installed to replace a flat tire. If the vehicle has two or more flat tires or it does not have an operable spare, the vehicle will be towed in accordance with the towing benefit.

+ Fuel, Oil, and Fluid Delivery Service - If the vehicle runs out of fuel or fluids, we will provide for the delivery of fuel or other fluids needed at the disablement site. Specific brands or octane ratings cannot be promised. (Does not cover the cost of fuel or fluids).

+ Battery Service - When a member’s vehicle experiences battery failure, we will provide a jump-start.

+ Lock-out Assistance - When a member loses their key or locks them in their vehicle, service will be sent to gain entry. (Does not cover costs to reproduce keys).

+ Winching/Vehicle Extraction - Customer vehicle will be winched if stuck in a ditch, mud or snow as long as it is accessible from a normally traveled roadway.

*We think that this service has an important place in health care because it may prevent accidents and injuring when members try to do these repairs on the road and in traffic.*

Patient Advocacy (L) (866-549-4199)

PPC will help you deal with important matters in getting health care services and resolving health care paperwork hassles and red tape. It will give you some peace of mind to have someone who is your advocate in settling bills and expenses both in and outside of our network of providers.
HEALTH INSURANCE BENEFITS

Association Group Insurance (M)

Several types of group insurance benefits that are issued to the Association for its individual and group members. The plans are available through agents that represent the insurers of these policies.

Employer Sponsored ERISA Trusts (N)

Employers that establish a health plan for the benefit for their employees and their dependents can use the medical services of the physician members of PPC and Provider/employer Stop Loss to create a Plan that will conform to the Accountable Care Act or its replacement or modified plan. The ERISA plan has no deductibles but has $25 copayments for professional services and $500 per day copayment for hospitalizations. It has a maximum fees schedule for all claims based on Medicare rates. There is a maximum out of pocket expense for individuals of $6,350 per year and for a family of $12,700 per year not including charges that are above the maximum fees listed in the Plan document.
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<th>Plan</th>
<th>Individual Plan Prices for 2017</th>
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Section 1: BY-LAWS OF SENIOR PATIENT ASSOCIATION, LLC d/b/a Patient/Physician Cooperatives (PPC)
The Association intends to enter into contracts on behalf of its members with health care providers to assure the quality and availability of services to its membership.

Annual Meeting. Second Tuesday of November at 1:00 P.M. Central time

Place of Meeting. PPC location listed on the enrolment application

Members' List for Meeting. Association shall prepare an alphabetical list of the names of all Members prior to meetings.

Quorum. Members present in person or by proxy that represent at least 5% of the total paid membership entitled to cast votes on a matter shall constitute a quorum. Persons not in attendance in person or by proxy are deemed to have abstained from voting.

Voting. Each Member age 18 or above shall be entitled to one (1) vote.

Proxies. Each Member may vote in person or by proxy.

Voting by Persons other than Members. Only members may vote either in person or by proxy given to another member or to the Manager.

Manager's powers shall be exercised under the authority of, and the direction of the Managers as elected by the members. The Managers shall initially consist of the persons named in the articles of the Association. Thereafter, the managers shall be elected from time to time by the Members. Each Manager shall hold office for six years until (i) the next annual meeting of the Members after the expiration of the six year term and until that Manager's successor is elected and qualified, or (ii) the earlier death, resignation, removal or disqualification of a Manager.

Vacancies. Any vacancy occurring on the Manager Office for any reason may be filled by the affirmative vote of a majority of the members representing a quorum at a meeting called for that purpose. A Manager elected to fill a vacancy shall be elected for the unexpired term of the Manager's predecessor in office.
Removal. The Manager may be removed, with or without cause, at a special meeting of Members called for that purpose, by a vote of the majority of the shares then entitled to vote at an election of the Manager.

Organization. Meetings of the Manager and staff shall be presided over by the Manager, or in the Manager’s absence by the next ranking officer. The secretary shall act as secretary of the meeting, but in the absence of the secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Compensation. Pursuant to membership resolution, Managers, as such, may receive such fees and other compensation for their services as managers, including without limitation, their services as members of committees of the Managers and staff.

Executive Committee. The Managers, by resolution adopted by a majority of the members, may designate one or more of its officer staff to constitute an executive committee or any other committee. Each committee shall have one or more members, who serve at the pleasure of the Manager. If the Managers appoint an executive committee, the executive committee shall have and may exercise all of the authority of the Manager when the Manager and staff officers are not in session.

Limits on Authority of Committees. No committee, including the executive committee, may do any of the following: Authorize or approve distributions; Approve or propose to Members actions that are required by law to be approved by Members; Fill vacancies on the Manager or on any of its committees; Amend articles of Organization; Adopt, amend, or repeal By-laws; and Approve a plan of merger not requiring Member approval.

Officers. The Manager shall appoint a President and a Secretary/Treasurer.

Chief Executive Officer shall be the President and shall have the powers:

To act as the general manager and, subject to the control of the Managers, to have general supervision, direction and control of the business and affairs of the Association;
To preside at all meetings of the Members and to preside at meetings of the Managers and staff;
To call meetings of the Members to be held at such times and, subject to the limitations prescribed by law or by these By-laws, at such places as the chief executive officer shall deem proper;
To see that all orders and resolutions of the Managers are carried into effect;
To maintain records of and, whenever necessary, certify all proceedings of the Managers and the Members; and
To affix the signature of the Association to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Manager or which, in the judgment of the chief executive officer, should be executed on behalf of the Association; to sign certificates for the Association's shares; and, subject to the direction of the Manager, to have general charge of the property of the Association and to supervise and control all officers, agents and employees of the Association.

Chief Financial Officer shall be the Secretary-Treasurer and the powers and duties shall be:

To keep accurate financial records for the Association;

To deposit all money, drafts and checks in the name of and to the credit of the Association in the banks and depositories designed by the Managers;

To endorse for deposit all notes, checks, drafts received by the Association as ordered by the Manager, making proper vouchers therefore;

To disburse corporate funds and issue checks and drafts in the name of the Association, as ordered by the Managers; and

To render to the chief executive officer and the Managers, whenever requested, an account of all transactions by the chief financial officer and the financial condition of the Association.

A Manager or officer of the Association shall not be disqualified by the Manager's office from dealing or contracting with the Association either as a vendor, purchaser, or otherwise. The fact that any Manager or officer, or any firm of which any Manager or officer of the Association is a Member, officer or Manager, is in any way interested in any transaction of the Association shall not make such transaction void or require such Manager or officer of the Association to account to the Association for any profits therefrom, provided that (a) the material facts of such transaction and the Manager's interest are disclosed to, or known by, the Managers or committee of the Managers at the time that the Manager or committee authorizes, ratifies, or approves the transaction; (b) the material facts of such transaction and the Manager's interest are disclosed to or known.
Monthly dues for each adult 18+ years in a household is $37 per month and for all added persons 0-17 years in the household is $25 per month additional. These dues are for the new and renewal years. Dues may be adjusted by the Manager with a majority approval of the membership in 2017 and yearly thereafter. There is a one-time registration fee of $20 per household.

**Limited Guarantees.** The Association contracts with participating member physicians of Accountable Care Organizations and Individual Practice Associations which have certain availability and service obligations. Each member head of household is a limited guarantor of those obligations. If the member resigns his or her membership or defaults on payment of his or her dues, then the guarantee amount as evidenced by the Fee and Retainer Loan Agreement continues to be payable until the expiration of the term of the Agreement.

**ACTIONS AGAINST OFFICERS AND MANAGERS.** The Association shall indemnify to the fullest extent permitted by the Texas Non-Profit Association Act any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that the person is or was a Manager, officer or agent of the Association, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a Manager or as an officer, or as a fiduciary of an employee benefit plan, of another corporation, Association, partnership, joint venture, trust or other enterprise.

I, Donald Harold McCormick, as manager of SENIOR PATIENT ASSOCIATION, hereby certify that the foregoing constitutes the By-laws of this Association as adopted and in full force and effect on this 1st day of January, 2017.

(Signatures on file from the declarations and signature page which is attached hereto this document)
Section 2: AGREEMENT FOR PRIMARY CARE PHYSICIAN SERVICES PAYMENT PLAN, called Concierge Plus

This Agreement for Primary Care Physician Services (hereinafter referred to as the "Agreement") is made and entered into on the date the application was signed, by and between the named applicant and the named primary care provider.

PURPOSES OF THE PLAN
WHEREAS Patient wishes to be billed a preferred rate for the Physician's services;
WHEREAS Physician wishes to have a predictable source of monthly income;
WHEREAS Physician currently pays overhead for the submission of claims for payment and for efforts to collect payments not received at the time of service; WHEREAS physicians have traditionally accepted fees for parties who pay under preferred terms such as insurance and managed care companies; Therefore, premises considered, the parties agree as follows:

PHYSICIAN SERVICES PAYMENT PLAN (THE "PLAN")
Patient will pay a yearly fee on an annual or monthly basis to be a member of the Plan. As a member, Patient is entitled to be billed according to the Plan's fee schedule (which is attached hereto) and to receive benefits listed upon the fee schedule without further charge.

AMENDMENTS & OPTING OUT
The fee schedule may need to be amended at a future date. Patient agrees that after notice of such amendment, Patient will be bound by such amendment under the following terms. Physician agrees to notify Patient of any amendments to the fee schedule by mail at Patient's last known address. Patient understands and accepts that it is their responsibility to inquire as to the most current fee schedule before services are rendered. The acceptance of services by Patient constitutes notice and acceptance of the current fee schedule. Upon notice of any amendments to the fee schedule, Patient may send notice in writing to Physician that Patient is opting out of the new fee schedule. When a Patient opts out of the new fee schedule, they will continue to be a member only until the end of the current term of the Agreement, and will be charged for services in accordance with the fee schedule in effect prior to the amendment. This Agreement is NOT INSURANCE. This Agreement DOES NOT PAY FOR HOSPITALIZATION nor any other service performed by anyone other than Physician or Physician's staff, nor for any service performed any place other than at Physician's office or personally performed by Physician at another facility. This Agreement only affects the price at which this Physician's services are offered to this Patient while this Patient is a member of this Plan.

WARRANTIES AND LIMITATIONS
Physician will provide professional medical services for the Patient in a timely manner (which services include diagnosis, treatment, drug prescription which is on the Physician's formulary, well-person examination and tests at the Physician's facilities that are within the scope of the Physician's training and experience and which are usually performed in the Physician's private practice. In this agreement "Physician" means a licensed health care provider who is an MD, DO, DC, Naturopath, Nurse-Practitioner, Master of Oriental Medicine and Acupuncture, and or other practitioner recognized by the state as a Primary Care Physician, and the person specifically named in the application. Patient will maintain sufficient funds on account and notify Physician's agent of any change in banking information and will indemnify Physician for any and all banking charges for rejected drafts, debits or any other charges resulting from insufficient funds being available in the designated account. If for any reason this Agreement violates any statute or law, or in the event the law changes in such a way as to make this Agreement illegal or subject to additional regulation, either party may
terminate this Agreement upon written notice. Should this Agreement be terminated for any reason, Patient understands that any damages for any liability that Physician may have to Patient or Patient's estate under this Agreement, will be limited to the amount of membership fees paid during the current term of the Agreement. For any damages owed to Patient under this Agreement, Physician will be entitled to offset any such damages with the difference between fees for services charged at the preferred rate and the Physician's customary rate for such services.

TERM AND RENEWAL
The term of this Agreement is one (1) year and it will automatically renew each year unless either party gives written notice by U.S. certified mail return receipt requested, before the end of the current term. Either party may terminate this Agreement at will with proper written notice at any time. If this Agreement is terminated by Physician, the outstanding balance of the yearly fee for the current term will be waived unless the Physician is terminating for failure of Patient to pay fees or charges owing under this agreement. If this Agreement is terminated by Patient, the outstanding balance of the yearly fee for the current term will continue to be owed.

NO WAIVER
No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. Physician's consent respecting any action by Patient shall not constitute a waiver of the requirement for obtaining Physician's consent respecting any subsequent action.

ATTORNEY'S FEES, COUNTERCLAIMS AND VENUE
If Physician or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees, shall be made a party to any litigation commenced by or against Patient and are not found to be at fault, Patient shall pay all costs, expenses and reasonable attorney's fees incurred by Physician or any such party in connection with such litigation. Patient shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by Physician in successfully enforcing this Agreement or in attempting to collect payment due under this Agreement. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Agreement shall be heard, at Physician's option, in the County where the Agreement was executed by the Physician.

NOTICES
Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Patient at his residence listed on this document, or Physician at Physician's office address, or at such other places as may be designated by the parties from time to time.

SURVIVAL OF OBLIGATIONS
All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

HEIRS, ASSIGNS, SUCCESSORS
This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

LEGAL CONSTRUCTION
This Agreement shall be construed in accordance with the laws of the State and County in which the Agreement was executed by Physician.
ENTIRE AGREEMENT
This Agreement contains all the terms and provisions between Physician and Patient relating to the matters set forth herein and no prior or contemporaneous Agreement or understanding pertaining to the same shall be of any force or effect. The signatures below or on the Declarations Page of the agreement attest to the fact that all provisions have been read and fully understood by the parties prior to the signing of this Agreement.

CAPTIONS AND SEVERABILITY
The captions of the Articles and Paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

MODIFICATION
Neither this Agreement, nor any term, provision, paragraph or article referenced above may be modified, except in writing signed by both parties.

PAYMENT TERMS
Patient agrees to pay a yearly membership fee on an annual or a monthly basis as shown on the attached fee schedule or in accordance with the promissory note and invoices for re-priced fees attached to this agreement until this Agreement terminates and fails to be renewed. Each yearly fee becomes fully owing at the beginning of the term. Patient agrees to make monthly membership fee payments by payroll deduction or by direct deposit as follows:
Patient authorizes Physician or its designated attorney-in-fact, Senior Patient Association DBA Patient Physician Cooperatives to electronically draft my account or charge my debit or credit card for my fees. The name of my bank or credit card company, its transit number and my account number are printed on the Declarations Page and I have attached a copy of a voided check as proof of my account and its proper numbers. I instruct the bank that I have named below to honour checks drawn in the name of Physician or its designated agent acting as attorney in fact for Physician. And as a convenience to me to charge my account and to pay their account the amount stated in the checks. This authorization is to remain in effect until revoked by me in writing and until you, the bank, actually receive notice, I agree that you shall be fully protected in honouring any such check or electronic debit. I agree that the bank's treatment of each such check or debit shall be the same as if it were personally signed by me. I further agree that if any such check or debit is dishonoured, whether with or without cause, the bank shall be under no liability. Physician or its designated agent is instructed to forward this authorization to you, the bank named on the voided check provided by patient:

EVENTS UPON SIGNING OF AGREEMENT
Upon the signing of this Agreement, Patient must pay Physician the initial monthly fee specified above and must supply all information required on the application that is with this document. (Signatures on file from the declarations and signature page which is attached hereto this document)

Laboratory and diagnostic tests done by outside reference labs and facilities are not covered by this agreement and the cost of those tests are to be paid directly to the Physician for payment to the lab based on the Lab’s fee agreement with the Physician’s clinic, unless the Patient has a direct payment agreement with the reference laboratory.
Section 3: AGREEMENT FOR DIAGNOSTIC FACILITY PHYSICIAN SERVICES PAYMENT PLAN

This Agreement for Diagnostic Facility Physician Services (hereinafter referred to as the "Agreement") is made and entered into on the date the application was signed, by and between the named applicant and the named primary care provider.

PURPOSES OF THE PLAN
WHEREAS Patient wishes to be billed a preferred rate for the Physician's services;
WHEREAS Physician wishes to have a predictable source of monthly income;
WHEREAS Physician currently pays overhead for the submission of claims for payment and for efforts to collect payments not received at the time of service; WHEREAS physicians have traditionally accepted fees for parties who pay under preferred terms such as insurance and managed care companies; Therefore, premises considered, the parties agree as follows:

PHYSICIAN SERVICES PAYMENT PLAN (THE "PLAN")
Patient will pay a yearly fee on an annual or monthly basis to be a member of the Plan. As a member, Patient is entitled to be billed according to the Plan's fee schedule (which is attached hereto) and to receive benefits listed upon the fee schedule without further charge.

AMENDMENTS & OPTING OUT
The fee schedule may need to be amended at a future date. Patient agrees that after notice of such amendment, Patient will be bound by such amendment under the following terms. Physician agrees to notify Patient of any amendments to the fee schedule by mail at Patient's last known address. Patient understands and accepts that it is their responsibility to inquire as to the most current fee schedule before services are rendered. The acceptance of services by Patient constitutes notice and acceptance of the current fee schedule. Upon notice of any amendments to the fee schedule, Patient may send notice in writing to Physician that Patient is opting out of the new fee schedule. When a Patient opts out of the new fee schedule, they will continue to be a member only until the end of the current term of the Agreement, and will be charged for services in accordance with the fee schedule in effect prior to the amendment. This Agreement is NOT INSURANCE. This Agreement DOES NOT PAY FOR HOSPITALIZATION nor any other service performed by anyone other than Physician or Physician's staff, nor for any service performed any place other than at Physician's office or personally performed by Physician at another facility. This Agreement only affects the price at which this Physician's services are offered to this Patient while this Patient is a member of this Plan.

WARRANTIES AND LIMITATIONS
Physician will provide professional diagnostic imaging medical services for the Patient in a timely manner that are within the scope of the Physician's training and experience and which are usually performed in the Physician's private practice. In this agreement "Physician" means a licensed health care provider or facility recognized by the state as a Physician or imaging facility, and the person specifically named in the application. Patient will maintain sufficient Acupuncture, and or other practitioner recognized by the state as Primary Care Physician, and the person specifically named in the application. Patient will maintain sufficient funds on account and notify Physician's agent of any change in banking information and will indemnify Physician for any and all banking charges for rejected drafts, debits or any other charges resulting from insufficient funds being available in the designated account. If for any reason this Agreement violates any statute or law, or in the event the law changes in such a way as to make this Agreement illegal or subject to additional regulation, either party may terminate this Agreement upon written notice. Should this Agreement be terminated for any reason, Patient understands that any damages for any liability that
Physician may have to Patient or Patient's estate under this Agreement, will be limited to the amount of membership fees paid during the current term of the Agreement. For any damages owed to Patient under this Agreement, Physician will be entitled to offset any such damages with the difference between fees for services charged at the preferred rate and the Physician's customary rate for such services.

TERM AND RENEWAL
The term of this Agreement is one (1) year and it will automatically renew each year unless either party gives written notice by U.S. certified mail return receipt requested, before the end of the current term. Either party may terminate this Agreement at will with proper written notice at any time. If this Agreement is terminated by Physician, the outstanding balance of the yearly fee for the current term will be waived unless the Physician is terminating for failure of Patient to pay fees or charges owing under this agreement. If this Agreement is terminated by Patient, the outstanding balance of the yearly fee for the current term will continue to be owed.

NO WAIVER
No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. Physician's consent respecting any action by Patient shall not constitute a waiver of the requirement for obtaining Physician's consent respecting any subsequent action.

ATTORNEY'S FEES, COUNTERCLAIMS AND VENUE
If Physician or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees, shall be made a party to any litigation commenced by or against Patient and are not found to be at fault, Patient shall pay all costs, expenses and reasonable attorney's fees incurred by Physician or any such party in connection with such litigation. Patient shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by Physician in successfully enforcing this Agreement or in attempting to collect payment due under this Agreement. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Agreement shall be heard, at Physician's option, in the County where the Agreement was executed by the Physician.

NOTICES
Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Patient at his residence listed on this document, or Physician at Physician's office address, or at such other places as may be designated by the parties from time to time.

SURVIVAL OF OBLIGATIONS
All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

HEIRS, ASSIGNS, SUCCESSORS
This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

LEGAL CONSTRUCTION
This Agreement shall be construed in accordance with the laws of the State and County in which the Agreement was executed by Physician.

ENTIRE AGREEMENT
This Agreement contains all the terms and provisions between Physician and Patient relating to the matters set forth herein and no prior or contemporaneous Agreement or understanding pertaining to the same shall be of any force or effect. The signatures below or on the Declarations Page of the agreement attest to the fact that all provisions have been read and fully understood by the parties prior to the signing of this Agreement.
CAPTIONS AND SEVERABILITY
The captions of the Articles and Paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

MODIFICATION
Neither this Agreement, nor any term, provision, paragraph or article referenced above may be modified, except in writing signed by both parties.

PAYMENT TERMS
Patient agrees to pay a yearly membership fee on an annual or a monthly basis as shown on the attached fee schedule or in accordance with the promissory note and invoices for re-priced fees attached to this agreement until this Agreement terminates and fails to be renewed. Each yearly fee becomes fully owing at the beginning of the term. Patient agrees to make monthly membership fee payments by payroll deduction or by direct deposit as follows:
Patient authorizes Physician or its designated attorney-in-fact, Senior Patient Association DBA Patient Physician Cooperatives to electronically draft my account or charge my debit or credit card for my fees. The name of my bank or credit card company, its transit number and my account number are printed on the Declarations Page and I have attached a copy of a voided check as proof of my account and its proper numbers. I instruct the bank that I have named below to honour checks drawn in the name of Physician or its designated agent acting as attorney in fact for Physician. And as a convenience to me to charge my account and to pay their account the amount stated in the checks. This authorization is to remain in effect until revoked by me in writing and until you, the bank, actually receive notice, I agree that you shall be fully protected in honouring any such check or electronic debit. I agree that the bank's treatment of each such check or debit shall be the same as if it were personally signed by me. I further agree that if any such check or debit is dishonoured, whether with or without cause, the bank shall be under no liability. Physician or its designated agent is instructed to forward this authorization to you, the bank named on the voided check provided by patient:

EVENTS UPON SIGNING OF AGREEMENT
Upon the signing of this Agreement, Patient must pay Physician the initial monthly fee specified above and must supply all information required on the application that is with this document. (Signatures on file from the declarations and signature page which is attached hereto this document)

Laboratory and diagnostic tests done by outside reference labs and facilities are not covered by this agreement and the cost of those tests are to be paid directly to the Physician for payment to the lab based on the Lab’s fee agreement with the Physician’s clinic, unless the Patient has a direct payment agreement with the reference laboratory.
Section 4: AGREEMENT FOR LAB SERVICES PAYMENT PLAN

This Agreement for Laboratory Services (hereinafter referred to as the "Agreement") is made and entered into on the date the application was signed, by and between the named applicant and the Medical Laboratory named on the Declarations Page.

PURPOSES OF THE PLAN
WHEREAS Patient wishes to be billed a preferred rate for the Medical Laboratory; WHEREAS Medical Laboratory wishes to have a predictable source of monthly income; WHEREAS Medical Laboratory currently pays overhead for the submission of claims for payment and for efforts to collect payments not received at the time of service; WHEREAS Medical Laboratories have traditionally accepted fees for parties who pay under preferred terms such as insurance and managed care companies; Therefore, premises considered, the parties agree as follows:

PHYSICIAN SERVICES PAYMENT PLAN (THE "PLAN")
Patient will pay a yearly fee on an annual or monthly basis to be a member of the Plan. As a member, Patient is entitled to be billed according to the Plan's fee schedule (which is attached hereto) and to receive benefits listed upon the fee schedule without further charge.

AMENDMENTS & OPTING OUT
The fee schedule may need to be amended at a future date. Patient agrees that after notice of such amendment, Patient will be bound by such amendment under the following terms. Medical Laboratory agrees to notify Patient of any amendments to the fee schedule by mail at Patient's last known address. Patient understands and accepts that it is their responsibility to inquire as to the most current fee schedule before services are rendered. The acceptance of services by Patient constitutes notice and acceptance of the current fee schedule. Upon notice of any amendments to the fee schedule, Patient may send notice in writing to Medical Laboratory that Patient is opting out of the new fee schedule. When a Patient opts out of the new fee schedule, they will continue to be a member only until the end of the current term of the Agreement, and will be charged for services in accordance with the fee schedule in effect prior to the amendment. This Agreement is NOT INSURANCE. This Agreement DOES NOT PAY FOR HOSPITALIZATION nor any other service performed by anyone other than Medical Laboratory, nor for any service performed any place other than at Medical Laboratory's office or personally performed by Medical Laboratory at another facility. This Agreement only affects the price at which this Medical Laboratory's services are offered to this Patient while this Patient is a member of this Plan.

WARRANTIES AND LIMITATIONS
Medical Laboratory will provide Medical Laboratory services for the Patient in a timely manner that are within the scope of the Medical Laboratory's training and experience and which are usually performed in the Medical Laboratory practice. In this agreement “Medical Laboratory” means a licensed health care provider or facility recognized by the state as a Medical Laboratory facility, and the person specifically named in the application. Patient will maintain sufficient funds on account and notify Medical Laboratory's agent of any change in banking information and will indemnify Medical Laboratory for any and all banking charges for dishonoured drafts, debits or any other charges resulting from insufficient funds being available in the designated account. If for any reason this Agreement violates any statute or law, or in the event the law changes in such a way as to make this Agreement illegal or subject to additional regulation, either party may terminate this Agreement upon written notice. Should this Agreement be terminated for any reason, Patient understands that any damages for any liability that Medical Laboratory may have to Patient or Patient's estate under this Agreement, will be limited to the amount of
membership fees paid during the current term of the Agreement. For any damages owed to Patient under this Agreement, Medical Laboratory will be entitled to offset any such damages with the difference between fees for services charged at the preferred rate and the Physician's customary rate for such services.

TERM AND RENEWAL
The term of this Agreement is one (1) year and it will automatically renew each year unless either party gives written notice by U.S. certified mail return receipt requested, before the end of the current term. Either party may terminate this Agreement at will with proper written notice at any time. If this Agreement is terminated by Medical Laboratory, the outstanding balance of the yearly fee for the current term will be waived unless the Medical Laboratory is terminating for failure of Patient to pay fees or charges owing under this agreement. If this Agreement is terminated by Patient, the outstanding balance of the yearly fee for the current term will continue to be owed.

NO WAIVER
No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. Physician's consent respecting any action by Patient shall not constitute a waiver of the requirement for obtaining Medical Laboratory's consent respecting any subsequent action.

ATTORNEY'S FEES, COUNTERCLAIMS AND VENUE
If Medical Laboratory or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees, shall be made a party to any litigation commenced by or against Patient and are not found to be at fault, Patient shall pay all costs, expenses and reasonable attorney's fees incurred by Medical Laboratory or any such party in connection with such litigation. Patient shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by Medical Laboratory in successfully enforcing this Agreement or in attempting to collect payment due under this Agreement. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Agreement shall be heard, at Physician's option, in the County where the Agreement was executed by the Medical Laboratory.

NOTICES
Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Patient at his residence listed on this document, or Medical Laboratory at Medical Laboratory's office address, or at such other places as may be designated by the parties from time to time.

SURVIVAL OF OBLIGATIONS
All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

HEIRS, ASSIGNS, SUCCESSORS
This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

LEGAL CONSTRUCTION
This Agreement shall be construed in accordance with the laws of the State and County in which the Agreement was executed by Medical Laboratory.

ENTIRE AGREEMENT
This Agreement contains all the terms and provisions between Medical Laboratory and Patient relating to the matters set forth herein and no prior or contemporaneous Agreement or understanding pertaining to the same shall be of any force or effect. The signatures below attest to the fact that all provisions have been read and fully understood by the parties prior to the signing of this Agreement.

CAPTIONS AND SEVERABILITY
The captions of the Articles and Paragraphs of this Agreement are for convenience of
reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Agreement or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

**MODIFICATION**
Neither this Agreement, nor any term, provision, paragraph or article referenced above may be modified, except in writing signed by both parties.

**PAYMENT TERMS**
Patient agrees to pay a yearly membership fee on an annual or a monthly basis as shown on the attached fee schedule or in accordance with the promissory note and invoices for re-priced fees attached to this agreement until this Agreement terminates and fails to be renewed. Each yearly fee becomes fully owing at the beginning of the term. Patient agrees to make monthly membership fee payments by payroll deduction or by direct deposit as follows:

Patient authorizes Medical Laboratory or its designated attorney-in-fact, Senior Patient Association DBA Patient Physician Cooperatives to electronically draft my account or charge my debit or credit card for my fees. The name of my bank or credit card company, its transit number and my account number are printed on the Declarations Page and I have attached a copy of a voided check as proof of my account and its proper numbers. I instruct the bank that I have named below to honor checks drawn in the name of Physician or its designated agent acting as attorney in fact for Physician. And as a convenience to me to charge my account and to pay their account the amount stated in the checks. This authorization is to remain in effect until revoked by me in writing and until you, the bank, actually receive notice, I agree that you shall be fully protected in honouring any such check or electronic debit. I agree that the bank's treatment of each such check or debit shall be the same as if it were personally signed by me. I further agree that if any such check or debit is dishonoured, whether with or without cause, the bank shall be under no liability. Physician or its designated agent is instructed to forward this authorization to you, the bank named on the voided check provided by patient:

**EVENTS UPON SIGNING OF AGREEMENT**
Upon the signing of this Agreement, Patient must pay Medical Laboratory the initial monthly fee specified above and must supply all information required on the application that is with this document. (Signatures on file from the declarations and signature page which is attached hereto this document)

Laboratory and diagnostic tests done by outside facilities are not covered by this agreement and the cost of those services are to be paid directly to the Medical Laboratory for payment to the outside facility based on the facility’s fee agreement with the Medical Laboratory, unless the Patient has a direct agreement with the outside facility.
DECLARATIONS AND SIGNATURES RELATED TO MEMBERSHIP AGREEMENTS PRECEDING THIS PAGE

I chose to participate in the following list of plans sponsored by the Association (PPC) for each household member as I have listed them in the application for each applicable plan:

___ MEMBERSHIP in PPC, DISCOUNT MEDICAL AND DENTAL AND PRESCRIPTION DRUG CARD
___ AGREEMENT FOR PRIMARY CARE PHYSICIAN SERVICES PAYMENT PLAN – Concierge Plus
___ AGREEMENT FOR DIAGNOSTIC FACILITY PHYSICIAN SERVICES PAYMENT PLAN
___ LAB SERVICES PAYMENT PLAN
___ ASSOCIATION GROUP INSURANCE PLAN
___ ASSOCIATION GROUP STOP LOSS AGREEMENT

Section 1: SENIOR PATIENT ASSOCIATION DBA PATIENT/PHYSICIAN COOPERATIVES (PPC) BY-LAWS

I agreed to be a member of the Senior Patient Association (PPC) in order to have access to the benefits and privileges of the Association and its member Co-op Medical clinic programs and group health insurance plans. I, therefore, approve of the By-laws which have been reported in this paper and to all of the terms and conditions stated herein.

Name:_________________________________________________

Signature:___________________________________ Date_______

Section 2: AGREEMENT FOR PRIMARY CARE PHYSICIAN SERVICES PAYMENT PLAN

Name:__________________________________________________

Signature:___________________________________ Date________

Name of Primary Care Provider:_____________________________

(Signature on File) Date________
Section 3: AGREEMENT FOR DIAGNOSTIC FACILITY PHYSICIAN SERVICES PAYMENT PLAN
Name: __________________________________________________

Signature: _______________________________ Date________

Name of Diagnostic Facility: ____________________________

(Signature on File) Date________

Section 4: AGREEMENT FOR LAB SERVICES PAYMENT PLAN
Name: __________________________________________________

Signature: _______________________________ Date________

Name of Laboratory: _______________________________

(Signature on File) Date________

Section 5: ASSOCIATION GROUP INSURANCE
I hereby apply for ASSOCIATION GROUP INSURANCE. I understand that if accepted by the Insurance Company, the insurance will become effective on the Effective Date shown in the Schedule of Benefits of the Certificate to be issued to me by the Insurance Company. I declare that, to the best of my knowledge and belief, all of the information contained in this Enrolment Form, is true and correct, and that no material information has been withheld or omitted.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application/enrolment form containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.

Signature of Applicant: ____________________________

Date: ____________________________

I certify that I have given an outline of coverage for the policy applied for to the applicant.

Agent Name (Print) ____________________________  Agent Signature ____________________________

Agent Tax ID No. ____________________________
Membership and Retainer Payment

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), entered into as of the date shown on the membership application, is hereby made by and between the Parties stated below (each a "Party").

WITNESSETH:

WHEREAS, Lender intends to provide, and Borrower intends to receive, a loan upon the terms and conditions hereinafter set forth;

WHEREAS, each Party has full authorization to enter into this Agreement in the capacity in which it is signing; and

NOW THEREFORE, in consideration of the mutual promises made below, the Parties agree as follows:

Parties. The Parties to this Agreement are as follows (each a "Borrower" and "Lender," respectively):

BORROWER

Member Name: As shown on the Membership Application
Address: As shown on the Membership Application

LENDER

Name: Senior Patient Association
Address: 921 CR3704B Splendora, Texas 77372

Promise to Pay. FOR VALUE RECEIVED, Borrower promises to pay Lender a total principal amount of $USD (As shown on the Membership Application) in return for receiving the following from Lender: Membership in Association and Retainer Funds for Medical Care Providers.

Interest. Interest will begin to accrue on effective date of the membership. Interest will be calculated as simple interest on the unpaid principal balance and will be paid at a fixed rate of 5% simple per annum. In no event will interest exceed the maximum amount permitted by law. Any amount collected in excess of the maximum legal rate will be applied to reduce the principal balance. Interest will be computed on the basis of a year of 365 days and the actual number of days elapsed.
Payment Terms - Monthly Payments. Payments will be applied first to outstanding late fees, if any, next to interest, if any, and thereafter to the unpaid principal balance of the loan. Payments will be made according to the following terms:

Monthly Payments. A monthly payment as shown on the membership application will be due on the First day of each month during the term of the contract. The first monthly payment is due on the first of the month following the effective date of the membership.

Term of Contract. The final payment of all outstanding monies owed is due twelve months from the effective date of the membership agreement or its renewal (the "Due Date"), and for a contract term of 12 months.

Late Monthly Payments. Payment will be considered late if not paid by the close of business on the 5th day of the month. Borrower's failure to make a monthly payment on or before the 5th day of the month for whatever reason will be considered an event of default under this Agreement. A late fee of $10.00 will apply to all late payments unless Lender waives the late fee in a signed writing. No one waiver will constitute waiver of any subsequent late fees.

Unpaid Principal. Any unpaid portion of the principal still outstanding after the Due Date will accrue at an interest rate of 6% per annum. In no event will interest exceed the maximum amount permitted by law.

Method of Payment. Acceptable methods of payment are as follows: Bank Draft, Credit Card, Debit Card.

Payment and Notice Addresses. All payments must be delivered to Lender's address stated above or any place or in any other manner as may be des-
ignated from time to time in writing by Lender. Notices will be in writing and delivered in person, sent by facsimile, or sent by reputable overnight delivery service to each Party's respective address stated above or to any place or in any other manner as may be designated from time to time in writing by the Parties.

Prepayment. Borrower does not have the right to prepay any portion of the principal balance of the loan, whether in full or in part, unless Lender provides prior written consent.

Collateral. This loan will be secured by the following collateral: Contract for Pay of membership Dues and Retainer Fees Lender will hold title to the collateral until such time as the loan is paid in full in accordance with this Agreement.

Recourse. THIS AGREEMENT ALLOWS LENDER TO SEEK RE COURSE AGAINST ANY PERSONAL ASSETS OF BORROWER. The personal assets are therefore subject to the payment of this debt.

Events of Default. In addition to any other events of default specified herein, the following events, without limitation, will constitute a default:

Borrower's failure to pay all monies owed in full on or before the Due Date;

Borrower's failure to make a monthly payment on or before the 5th day of the month for whatever reason or failure to pay any other amount owed as it becomes due in accordance herewith;

Borrower's failure to cure a breach of this Agreement on or before 30 days after Lender gives Borrower written notice thereof;

Any material misrepresentation by Borrower of a fact or promise made in this Agreement or any statement, document, or certification delivered to Lender in accordance herewith;

Any withdrawal, revocation, expiration, or termination of a necessary authorization required by any government or other organization in order to execute, perform, and enforce this Agreement;

Borrower's filing any voluntary or involuntary petition for
relief under the United States Bankruptcy Code; and

The death or dissolution of either Party.

**Acceleration.** Should Borrower default under or otherwise breach this Agreement and not cure said default or breach on or before 30 days after Lender gives Borrower written notice thereof, by personal delivery or certified mailing, all principal remaining unpaid and interest accruing thereon will, at the option of Lender, become immediately due and payable to Lender. The date of notice will be the date of delivery or the date of mailing.

**No Waiver.** No delay or failure in giving notice of a default or breach will constitute a waiver of the right of Lender to exercise its right of acceleration or any other right Lender may have hereunder in the event of a subsequent or continuing default or breach.

**Attorney Fees and Court Costs.** In the event of a default or breach under this Agreement, Borrower covenants to pay Lender all collection and/or litigation costs incurred, including reasonable attorney fees and court costs, whether or not a judgment is received and whether or not a lawsuit is filed.

**Taxes.** Borrower covenants to make all payments due hereunder to Lender without setoff or counterclaim and without deducting for taxes or withholdings of any nature whatsoever that may be imposed by any tax or governmental authority. In the event that law or regulation requires Borrower to make such a deduction or withholding from a payment due hereunder, Borrower covenants to increase the amount of such payment to the extent necessary to ensure that Lender receives an amount equal to that which it would receive if no such law or regulation were in effect and to provide Lender with official documentation, to Lender's satisfaction, evidencing Borrower's payment of the deduction or withholding.

**Borrower Representations and Warranties**

Borrower represents and warrants that it has the full power and authority to enter into and perform this Agreement according to the terms hereof and has taken, and will take, any
and all actions necessary to authorize the execution and performance of this Agreement according to the terms hereof; and

Borrower represents and warrants that it has obtained all necessary approvals, licenses, permits, and/or other authorizations required by any government or other organization in order to execute, perform, and enforce this Agreement, that all such authorizations are in effect, and that it will continue to obtain any such authorizations that may become required hereafter.

**Borrower Covenants**

**Costs and Expenses.** Borrower covenants to reimburse Lender for all reasonable out-of-pocket expenses Lender incurs in enforcing this agreement, including reasonable attorney fees and court costs. Additionally, Borrower will pay any stamp or other similar duties and taxes to which this Agreement is subject.

**Miscellaneous Terms and Conditions.** The Parties agree to the following terms and conditions: Any payment by bank draft, credit card or debit card that fails to clear is subject to a $25 payment penalty.

**General Provisions**

**Governing Law.** The Parties agree that the laws of the State of Texas will govern this Agreement without regard to its conflict-of-law provisions. Any claims or disputes concerning this Agreement will, at the sole election of Lender, be adjudicated in Liberty County.

**Successors and Assigns.** Lender may transfer this Agreement to another holder without notice to Borrower; however, Borrower will not be liable to any assignee for any amounts greater than it would otherwise be liable for under this Agreement. Borrower agrees to remain bound under the terms of this Agreement to any subsequent holder of this Agreement. Borrow-
er covenants and warrants not to assign its rights or obligations under this Agreement without Lender's prior written consent. Each Borrower identified in this Agreement will be jointly and severally liable for the repayment of the debt described herein, and the terms of this Agreement will be equally binding upon and will inure to the benefit of the Parties and their heirs, executors, administrators, successors, and permitted assigns.

**Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**Amendment.** No amendment, modification, termination, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both Borrower and Lender.

**Time of Essence.** Time is of the essence concerning all provisions contained in this Agreement.

**Waivers.** Borrower hereby waives presentment for payment, demand, protest and notice of dishonor and protest, and all other demands and notices, in connection with the delivery, acceptance, performance, or other enforcement of this Agreement.

**No Implied Waiver; Cumulative Remedies.** Lender's failure to exercise any right or remedy provided in this Agreement will not be construed as a waiver of any future exercise of that right or exercise of any other right or remedy to which Lender may be entitled. No delay or omission on the part of Lender in exercising any right hereunder will operate as a waiver of any other right under this Agreement. No right conferred upon Lender by this Agreement will be exclusive of any other right referred to herein or now or hereafter avail-
able at law, in equity, by statute or otherwise, and all remedies will be cumulative and not in the alternative.

**Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, then that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

**Headings.** The headings used in this Agreement are provided for convenience only and will not be used in construing the meaning or intent of the corresponding provisions.

**Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile transmission or by e-mail delivery, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date affixed to each signature.

**Borrower**
Signed (Signature on File)
Date: (As shown on the membership application)
Print:(As shown on the membership application)

**Lender**
Signed: (Signature on File)
Date: (As shown on the membership application)
Print: Senior Patient Association
Information About Becoming a Member:

Web Site: patientphysiciancoop.com

Call: 866-549-4199

Our Fax Number: 866-234-8707

Our mailing address:

Patient Physician Cooperatives
P.O. Box 1838
Splendora, Texas 77372

PPC is a DBA for Senior Patient Association This is a discount medical benefits plan under the license of Senior Patient Association

(Texas License # 1721390).

This is not an insurance plan even when the member purchases the Association Group Insurance Policy issued to Senior Patient Association by an Insurance Company or PPC is included in an Employer Sponsored ERISA Health Plan. It is a discount plan and the Association is a purchaser of group health insurance for the benefit of its members.