

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 07-E-0517

In the Matter of the Rehabilitation of
Patriot Health Insurance Company, Inc.

**MOTION FOR EXPEDITED APPROVAL OF CLAIM
ADMINISTRATION AND FUNDING AGREEMENT**

Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire (the “Commissioner”), as Liquidator (“Liquidator”) of Patriot Health Insurance Company, Inc. (“Patriot”), hereby moves for expedited approval of the Claim Administration and Funding Agreement between the Liquidator, the New Hampshire Life and Health Insurance Guaranty Association (“NHLHIGA”), Comprehensive Benefits Administrator d/b/a EBPA (“EBPA”), and MVP Health Insurance Company of New Hampshire (“MVP”) attached as Exhibit A (the “Agreement”). The Agreement is conditioned upon the approval of the Court. As reasons therefore, the Liquidator states:

1. Patriot is a New Hampshire accident and health insurance company with its principal offices in Manchester, New Hampshire. Patriot is licensed by, and subject to regulation by, the New Hampshire Insurance Department. Affidavit of Peter A. Bengelsdorf in Support of Motion for Expedited Approval of Claim Administration and Funding Agreement (“Bengelsdorf Aff.”) ¶ 3.

2. Patriot conducted an insurance business only in New Hampshire. Patriot specialized in consumer directed health plans, and it had a total enrollment of approximately 6,500 covered lives prior to December 31, 2007. Bengelsdorf Aff. ¶ 3.

3. By order of this Court, Patriot was placed in rehabilitation proceedings on December 12, 2007 and the Commissioner was appointed as its Rehabilitator. Bengelsdorf Aff. ¶ 4.

4. On December 12, 2007, the Court also issued an order approving an Assumption Agreement between the Rehabilitator and MVP (“Assumption Agreement”). The Assumption Agreement provided for MVP to assume all of Patriot’s responsibilities under Patriot’s health insurance policies in force as of 11:59 PM on December 31, 2007 (“Closing Date”). MVP did not assume liabilities that were incurred by Patriot prior to the Closing Date and has no responsibility for liabilities of Patriot incurred on and after the Closing Date except for the Assumption Agreement, under which MVP agreed to bear the cost for the administration by EBPA to conclusion of all claims incurred under Patriot health insurance policies prior to the Closing Date (“Patriot Claims”) and agreed to assume or pay certain other Patriot obligations incurred through December 31, 2007. Bengelsdorf Aff. ¶ 5.

5. On January 18, 2008, the Court issued an order placing Patriot in Liquidation. As a result of the Order of Liquidation, Patriot is no longer able to fund the payment of Patriot Claims. The Order of Liquidation does not affect the policies transferred to MVP as of January 1, 2008. Coverage under those policies is being provided by MVP with respect to claims incurred on or after that date. Bengelsdorf Aff. ¶ 6.

6. NIILHIGA is established pursuant to RSA 408-B to protect, subject to certain limitations, the persons specified in RSA 408-B:5 against failure in the performance of contractual obligations under the types of insurance policies specified in

RSA 408-B:5. The health insurance policies issued by Patriot, which constitute the basis for the Patriot Claims, fall within the definition of policies specified in RSA 408-B:5. Bengelsdorf Aff. ¶ 7.

7. As a result of the Order of Liquidation, NHLHIGA is prepared to pay Patriot Claims consistent with its obligations under RSA 408-B. Bengelsdorf Aff. ¶ 8.

8. The Agreement retains the benefits of the Assumption Agreement approved by the Court on December 12, 2007. MVP will continue in effect, at no cost to Patriot or NHLHIGA, its contract with EBPA providing for the continued administration of Patriot Claims until such claims have been runoff to conclusion. EBPA will continue to adjust Patriot Claims as bills are submitted by subscribers and providers in accordance with its claims administration agreement with MVP and to then batch those bills for payment. EBPA will adjust both the Patriot Claims and claims arising after the Closing Date of the Assumption Agreement and then prepare checks for payment on a MVP checking account.¹ The portion of each such payment attributable to Patriot Claims shall be reported in a "Payment Report" provided by EBPA to the Liquidator and NHLHIGA substantially in the form attached to the Agreement. NHLHIGA will fund the payment of such Patriot Claims consistent with RSA 408-B. Bengelsdorf Aff. ¶ 9.

9. The Agreement is highly beneficial because it facilitates the performance of NHLHIGA's claim payment responsibilities at the lowest possible cost to Patriot. It continues the involvement of EBPA, which is highly knowledgeable respecting Patriot Claims, and aids the continuity of claims payments to minimize disruption to Patriot's

¹ The Parties agreed that the issuance of MVP checks with respect to Patriot Claims is an administrative convenience and shall not in any way be deemed to impose any obligation on MVP with regard to Patriot Claims other than as specifically enumerated in the Agreement or the Assumption Agreement. Bengelsdorf Aff. pg. 3, fn. 1.

policyholder-level creditors. In the view of the Liquidator, the Agreement is accordingly fair and reasonable and in the best interests of the policyholders and subscribers of Patriot. Bengelsdorf Aff. ¶ 10.

10. The Agreement does not supersede the Assumption Agreement. MVP conditioned the Assumption Agreement on entry of an injunction that bars any claims against MVP respecting Patriot's obligations or liabilities not transferred to MVP pursuant to the Assumption Agreement. The Court's December 12, 2007 order approving the Assumption Agreement contained such an injunction. The Liquidator requests that the Court confirm that injunction as part of its order approving the Agreement. Bengelsdorf Aff. ¶¶ 11.

11. In order to minimize disruption to policyholders and subscribers and facilitate the prompt payment of claims at the lowest possible cost, the Liquidator requests that the Court consider this motion for approval of the Agreement on an expedited basis.

WHEREFORE, the Liquidator requests that the Court issue an order in the form submitted herewith:

- (a) granting this motion for approval of the Agreement and enjoining claims against MVP respecting Patriot's obligations or liabilities not transferred to MVP pursuant to the Assumption Agreement; and
- (b) granting such other and further relief as justice and equity may require.

Respectfully submitted,

ROGER SEVIGNY,
COMMISSIONER, NEW
HAMPSHIRE DEPARTMENT OF
INSURANCE

By his Attorneys,

KELLY A. AYOTTE
ATTORNEY GENERAL

Date: 2/4, 2008

By:



Glenn A. Perlow
Assistant Attorney General
Civil Bureau
33 Capitol Street
Concord, NH 03301
(603) 271-3650

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of February 2008, a true and correct copy of the foregoing document was served via first class mail, postage paid to all parties on the Service List.



Glenn A. Perlow

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 07-E-0517

In the Matter of the Rehabilitation of
Patriot Health Insurance Company, Inc.

**ORDER APPROVING CLAIM ADMINISTRATION
AND FUNDING AGREEMENT**

On consideration of the motion of Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Liquidator (“Liquidator”) of Patriot Health Insurance Company, Inc. (“Patriot”), for an order approving a claim administration and funding agreement (the “Agreement”) between the Liquidator, the New Hampshire Life and Health Insurance Guaranty Association (“NHLHIGA”), Comprehensive Benefits Administrator d/b/a EBPA (“EBPA”), and MVP Health Insurance Company of New Hampshire (“MVP”) attached as Exhibit A to the motion, and the supporting affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, it is hereby found and ORDERED as follows:

1. The Agreement is fair and reasonable and in the best interests of the policyholders and subscribers of Patriot.
2. The motion for approval of the Agreement with MVP, EBPA, and NHLHIGA is GRANTED, and the Agreement is APPROVED.
3. All persons are hereby enjoined and restrained from asserting any claim against MVP respecting obligations or liabilities of Patriot that were not transferred to MVP pursuant to the Assumption Agreement, approved by this Court on December 12, 2007.

Date: _____

Presiding Justice

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 07-E-0517

**In the Matter of the Liquidation of
Patriot Health Insurance Company, Inc.**

**AFFIDAVIT OF PETER A. BENGELSDORF IN SUPPORT
OF MOTION FOR EXPEDITED APPROVAL OF
CLAIM ADMINISTRATION AND FUNDING AGREEMENT**

I, Peter A. Bengelsdorf, hereby depose and say:

1. On December 12, 2007, I was appointed as Special Deputy Commissioner for the Rehabilitation of Patriot Health Insurance Company ("Patriot"). On January 18, 2008, I was appointed as the Special Deputy Liquidator of Patriot, in which capacity I now serve. The facts and information set forth below are either within my own knowledge gained through my involvement with this matter, in which case I confirm that they are true, or are based on information provided to me by others, in which case they are true to the best of my knowledge, information and belief.

2. I submit this affidavit in support of the motion of Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire ("Commissioner"), as Liquidator of Patriot ("Liquidator"), for approval of the Claim Administration and Funding Agreement between the Liquidator, MVP Health Insurance Company of New Hampshire ("MVP"), Comprehensive Benefits Administrator d/b/a EBPA ("EBPA") and the New Hampshire Life and Health Insurance Guaranty Association ("NHLHIGA"). A copy of the Claim Administration and Funding Agreement ("Agreement") is attached as Exhibit A to the Liquidator's motion.

3. Patriot is a New Hampshire accident and health insurance company with its principal offices in Manchester, New Hampshire. Patriot is licensed by, and subject to regulation by, the New Hampshire Insurance Department.

4. By order of this Court, Patriot was placed in rehabilitation proceedings on December 12, 2007 and the Commissioner was appointed as its Rehabilitator.

5. On December 12, 2007, the Court also issued an order approving an Assumption Agreement between the Rehabilitator and MVP ("Assumption Agreement"). The Assumption Agreement provided for MVP to assume all of Patriot's responsibilities under Patriot's health insurance policies in force as of 11:59 PM on December 31, 2007 ("Closing Date"). MVP did not assume liabilities that were incurred by Patriot prior to the Closing Date and has no responsibility for liabilities of Patriot incurred on and after the Closing Date except for the Assumption Agreement, under which MVP agreed to bear the cost for the administration by EBPA to conclusion of all claims incurred under Patriot health insurance policies prior to the Closing Date ("Patriot Claims") and agreed to assume or pay certain other Patriot obligations incurred through December 31, 2007.

6. On January 18, 2008, the Court issued an Order of Liquidation, including a declaration of insolvency. As a result of the Order of Liquidation, Patriot is no longer able to fund the payment of Patriot Claims. The Order of Liquidation does not affect the policies transferred to MVP as of January 1, 2008. Coverage under those policies is being provided by MVP with respect to claims incurred on or after that date.

7. NHLHIGA is established pursuant to RSA 408-B to protect, subject to certain limitations, the persons specified in RSA 408-B:5 against failure in the performance of contractual obligations under the types of insurance policies specified in

RSA 408-B:5. The health insurance policies issued by Patriot, which constitute the basis for the Patriot Claims, fall within the definition of policies specified in RSA 408-B:5.

8. As a result of the Order of Liquidation, NHLHIGA is prepared to pay Patriot Claims consistent with its obligations under RSA 408-B.

9. The Agreement retains the benefits of the Assumption Agreement approved by the Court on December 12, 2007. MVP will continue in effect, at no cost to Patriot or NHLHIGA, its contract with EBPA providing for the continued administration of Patriot Claims until such claims have been runoff to conclusion. EBPA will continue to adjust Patriot Claims as bills are submitted by subscribers and providers in accordance with its claims administration agreement with MVP and to then batch those bills for payment. EBPA will adjust both the Patriot Claims and claims arising after the Closing Date of the Assumption Agreement and then prepare checks for payment on a MVP checking account.¹ The portion of each such payment attributable to Patriot Claims shall be reported in a "Payment Report" provided by EBPA to the Liquidator and NHLHIGA substantially in the form attached to the Agreement. NHLHIGA will fund the payment of such Patriot Claims consistent with RSA 408-B.

10. The Agreement is highly beneficial because it facilitates the performance of NHLHIGA's claim payment responsibilities at the lowest possible cost to Patriot. It continues the involvement of EBPA, which is highly knowledgeable respecting Patriot Claims and aids the continuity of claims payments to minimize disruption to Patriot's policyholder-level creditors. In the view of the Liquidator, the Agreement is accordingly

¹ The Parties agree that the issuance of MVP checks with respect to Patriot Claims is an administrative convenience and shall not in any way be deemed to impose any obligation on MVP with regard to Patriot Claims other than as specifically enumerated in the Agreement or the Assumption Agreement. Agreement ¶ 2.

fair and reasonable and in the best interests of the policyholders and subscribers of Patriot.

11. The Agreement does not supersede the Assumption Agreement. MVP conditioned the Assumption Agreement on entry of an injunction that bars any claims against MVP respecting Patriot's obligations or liabilities not transferred to MVP pursuant to the Assumption Agreement. The Court's December 12, 2007 order approving the Assumption Agreement contained such an injunction.

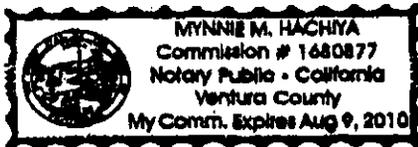
Signed under the penalties of perjury this 4th day of February, 2008.

Peter A. Bengelsdorf
Peter A. Bengelsdorf
Special Deputy Liquidator

STATE OF CALIFORNIA
COUNTY OF VENTURA

Subscribed and sworn to, before me, this 4 day of February, 2008.

Mynnie M. Hachiya
Notary Public/Justice of the Peace



CLAIM ADMINISTRATION AND FUNDING AGREEMENT

This Agreement is entered into January 25, 2008 ("Agreement") by and between Roger A. Sevigny, New Hampshire Insurance Commissioner ("Commissioner") and Liquidator ("Liquidator") of Patriot Health Insurance Company, Inc. ("Patriot"), the New Hampshire Life and Health Insurance Guaranty Association ("NHLHIGA") and MVP Health Insurance Company of New Hampshire ("MVP"), and Comprehensive Benefits Administrator d/b/a EBPA ("EBPA") (individually, a "Party" and collectively, the "Parties").

WHEREAS, Patriot is a New Hampshire health insurer that has been found to be insolvent and ordered liquidated by the Superior Court for Merrimack County, New Hampshire ("Court"); and,

WHEREAS, the Commissioner has been appointed as Patriot's Liquidator by order of the Court; and,

WHEREAS, NHLHIGA is established pursuant to RSA 408-B to protect, subject to certain limitations, the persons specified in RSA 408-B:5, I against failure in the performance of contractual obligations, under health insurance policies specified in RSA 408-B:5.

WHEREAS, the health insurance policies issued by Patriot fall within the definition of policies specified in RSA 408-B:5; and,

WHEREAS, MVP assumed all of Patriot's policies in force as of 11:59 PM (EST) on December 31, 2007 (the "Closing Date") pursuant to an assumption agreement with the Commissioner, as Rehabilitator of Patriot (the "MVP Assumption"), which MVP Assumption was approved by the Court; and,

WHEREAS, by the terms of MVP Assumption, MVP has no responsibility for any liabilities that were incurred by Patriot prior to the Closing Date, and has no responsibility for liabilities of Patriot incurred on and after the Closing Date except for the MVP Assumption, and,

WHEREAS, prior to the MVP Assumption, EBPA had provided claim administration services with respect to Patriot's policies; and,

WHEREAS, by the terms of the MVP Assumption, MVP agreed to bear the cost for the administration by EBPA to conclusion of all claims incurred under Patriot health insurance policies prior to the MVP Assumption, and in furtherance of such obligation MVP put in place arrangements for EBPA to continue to provide the claim administration services for claims incurred on Patriot policies prior to the MVP Assumption ("Patriot Claims" or "Patriot Claim") under the pre-existing contract at no additional cost to Patriot, and,

WHEREAS, by the terms of the MVP Assumption, Patriot was relieved of all liability for services under the pharmacy agreement on and after January 1, 2008; that Patriot was relieved of all liability for administrative services rendered under the EBPA administrative services agreement with respect to claims incurred both before and after January 1, 2008; and,

WHEREAS, Patriot has, subsequent to the MVP Assumption, promptly funded payment of the Patriot Claims administered by EBPA; and,

WHEREAS, now that Patriot has been ordered liquidated it can no longer pay Patriot Claims; and,

WHEREAS, NHLHIGA is prepared to pay Patriot Claims, consistent with its obligations under RSA 408-B; and,

WHEREAS, the Parties wish to formalize the arrangements for the continued administration of Patriot Claims and their timely funding.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the Parties herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. As provided in the assumption agreement approved by the Court on December 12, 2007, MVP will continue in effect, at no cost to Patriot or NHLHIGA, its contract with EBPA providing for the continued administration of Patriot Claims until such claims have been runoff to conclusion as provided herein. The Parties note the Court's December 12, 2007 order approving the MVP Assumption and enjoining all persons from asserting any claim against MVP respecting obligations or liabilities of Patriot that were not transferred to MVP pursuant to the assumption agreement. The Liquidator, in conjunction with his motion for approval of this Agreement, will request the Court to confirm that injunction in its approval order.

2. EBPA agrees to continue to adjust Patriot Claims as bills are submitted by subscribers and providers in accordance with its claim administration agreement with MVP, and to then batch those bills for payment. EBPA will adjust both Patriot Claims and claims arising after the MVP Assumption and then prepare checks for payment on a MVP checking account. The portion of each such payment attributable to Patriot Claims shall be reported in a "Payment Report". The Parties agree that the issuance of MVP checks with respect to Patriot Claims is an administrative convenience and shall not in any way be deemed to impose any obligation on MVP with regard to Patriot Claims other than as specifically enumerated in this Agreement or the MVP Assumption.

3. EBPA agrees to provide the Liquidator and NHLHIGA with a Payment Report substantially in the form attached hereto as Exhibit A, a Request for Funding transmittal substantially in the form attached hereto as Exhibit B, and a stop loss report substantially in the form attached hereto as Exhibit C in conjunction with each such MVP funding of Patriot Claims. Within five days, NHLHIGA will wire to MVP, as specified in Exhibit B, a sum equal to the amount of Patriot Claims payments listed in the Payment Report, whereupon those claim payment checks will be released.

4. EBPA agrees to issue a report with each Payment Report (or include in the Payment Report) indicating the cumulative amount paid for Patriot Claims by NHLHIGA hereunder, and the amount paid for each life, substantially in the form attached hereto as Exhibit D.

5. EBPA will permit the Liquidator and NHLHIGA to audit Patriot Claims records and information to the same extent as is permitted MVP.

6. Nothing herein is intended to require EBPA to administer the Patriot Claims any differently than it is administering claims under the terms of its claims administration agreement with MVP, and the parties agree that the only additional obligations of EBPA are those set forth in paragraphs 2, 3 and 4 hereof. EBPA agrees that payment under its claims agreement in effect with MVP constitutes payment in full for the claims administration services with respect to Patriot Claims, including the obligations set forth herein. NHLHIGA shall have the same rights with regard to the due administration of Patriot Claims by EBPA, pursuant to the terms of the claims administration agreement, as provided MVP thereunder. In the event NHLHIGA makes a payment in excess of the amount properly payable as a Patriot Claim, EBPA shall promptly advise NHLHIGA in writing of such event, and shall diligently seek a refund from the provider and/or Covered Employee. In the event EBPA cannot obtain the refund, EBPA is hereby authorized to offset, to the extent permitted by contract or law, against any unpaid claim of such provider and/or Covered Employee, or any Member who is a dependent thereof, unless advised otherwise by NHLHIGA.

7. This Agreement may not be assigned without the written consent of each of the Parties.

8. Any notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be sent by electronic mail to each of the Parties as specified below. A copy of any such electronic mail message shall also be contemporaneously sent by facsimile to the other Parties as specified below. A Party may change the person or the notification details for a designee by giving the notice required hereunder.

If to the Liquidator:

Peter A. Bengelsdorf
pabinsconsult@aol.com
(212) 530-6143 (fax)

With a copy to:
J. David Leslie
dleslie@rackemann.com
(617) 542-7437 (fax)

If to MVP:

Christopher Henchey
chenchey@mvphealthcare.com
(603) 647-9607 (fax)

With a copy to:
Greenberg Traurig, L.L.P., Attention Robert J. Moses
mosesb@gtlaw.com
(518) 689-1499 (fax)

If to NHLHIGA:

Laura A. Condon
la.condon@verizon.net
(603) 224-6713 (fax)

With a copy to:
George W. Roussos
groussos@orr-reno.com
(603) 224-2318 (fax)

If to EBPA:

David Pagniucci
davidp@ebpabenefits.com
(603) 773-4405 (fax)

9. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties agree that a signature sent by facsimile or electronic mail to the other Parties shall have the same force and effect as an original signature.

10. This Agreement shall become effective upon execution by each of the Parties and approval by the Court.

11. No amendment to or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, change, waiver or discharge is sought to be enforced.

12. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Hampshire, without giving effect to the principles of conflicts of laws.

13. The Parties agree that any action or proceeding arising out of this Agreement shall only be brought in the Court and each Party consents to the exclusive jurisdiction of the Court in any such action or proceeding and waives any objection to venue.

14. This Agreement, is the entire agreement among the Parties with respect to the subject matter and except as recited above there are no other representations, understandings or agreements among the Parties relative to such subject matter, except for the MVP Assumption between MVP and Roger A. Sevigny, New Hampshire Insurance Commissioner, as Rehabilitator of Patriot, which shall remain in full force and effect respecting the parties thereto.

15. Each of the Parties agrees that the Agreement constitutes an enforceable obligation of each Party, subject to obtaining the Court's approval, and its terms are lawful and fair.

16. Each Party represents that such Party has substantial experience in negotiating contracts, that this Agreement is the product of negotiations among the Parties and that, therefore, no Party to this Agreement shall be charged with having promulgated this Agreement and that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

Each of the Liquidator, NHLHIGA,, MVP and EBPA has caused this Agreement to be signed and delivered by its duly authorized representative.

ROGER A. SEVIGNY, NEW HAMPSHIRE
INSURANCE COMMISSIONER AND LIQUIDATOR
OF PATRIOT HEALTH INSURANCE COMPANY, INC.

by Peter A. Bengel
Peter A. Bengel
Special Deputy Liquidator
Patriot Health Insurance Company Inc. Liquidation
NEW HAMPSHIRE LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION

By: _____
Title: _____

MVP HEALTH INSURANCE COMPANY OF NEW
HAMPSHIRE

By: _____
Title: _____

COMPREHENSIVE BENEFITS ADMINISTRATORS
D/B/A EBPA

By: _____
Title: _____

15. Each of the Parties agrees that the Agreement constitutes an enforceable obligation of each Party, subject to obtaining the Court's approval, and its terms are lawful and fair.

16. Each Party represents that such Party has substantial experience in negotiating contracts, that this Agreement is the product of negotiations among the Parties and that, therefore, no Party to this Agreement shall be charged with having promulgated this Agreement and that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

Each of the Liquidator, NHIIGA,, MVP and EBPA has caused this Agreement to be signed and delivered by its duly authorized representative.

ROGER A. SEVIGNY, NEW HAMPSHIRE
INSURANCE COMMISSIONER AND LIQUIDATOR
OF PATRIOT HEALTH INSURANCE COMPANY, INC.

NEW HAMPSHIRE LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION

By: *Dedrick C Sedwiche*
Title: CHAIRMAN

MVP HEALTH INSURANCE COMPANY OF NEW
HAMPSHIRE

By: _____
Title: _____

COMPREHENSIVE BENEFITS ADMINISTRATORS
D/B/A EBPA

By: _____
Title: _____

15. Each of the Parties agrees that the Agreement constitutes an enforceable obligation of each Party, subject to obtaining the Court's approval, and its terms are lawful and fair.

16. Each Party represents that such Party has substantial experience in negotiating contracts, that this Agreement is the product of negotiations among the Parties and that, therefore, no Party to this Agreement shall be charged with having promulgated this Agreement and that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

Each of the Liquidator, NHLHIGA,, MVP and EBPA has caused this Agreement to be signed and delivered by its duly authorized representative.

ROGER A. SEVIGNY, NEW HAMPSHIRE
INSURANCE COMMISSIONER AND LIQUIDATOR
OF PATRIOT HEALTH INSURANCE COMPANY, INC.

NEW HAMPSHIRE LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION

By: _____
Title: _____

MVP HEALTH INSURANCE COMPANY OF NEW
HAMPSHIRE

By: *Christopher Herchey*
Title: *VP - MVP of NH Ins*

COMPREHENSIVE BENEFITS ADMINISTRATORS
D/B/A EBPA

By: _____
Title: _____

15. Each of the Parties agrees that the Agreement constitutes an enforceable obligation of each Party, subject to obtaining the Court's approval, and its terms are lawful and fair.

16. Each Party represents that such Party has substantial experience in negotiating contracts, that this Agreement is the product of negotiations among the Parties and that, therefore, no Party to this Agreement shall be charged with having promulgated this Agreement and that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

Each of the Liquidator, NHLHIGA,, MVP and EBPA has caused this Agreement to be signed and delivered by its duly authorized representative.

ROGER A. SEVIGNY, NEW HAMPSHIRE
INSURANCE COMMISSIONER AND LIQUIDATOR
OF PATRIOT HEALTH INSURANCE COMPANY, INC.

NEW HAMPSHIRE LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION

By: _____
Title: _____

MVP HEALTH INSURANCE COMPANY OF NEW
HAMPSHIRE

By: _____
Title: _____

COMPREHENSIVE BENEFITS ADMINISTRATORS
D/B/A EBPA

By:  _____
Title: PRESIDENT

Exhibit A

HEPA -- NH
REQUEST FOR FUNDING REPORT
FROM SELECTION DATE / / 08 TO / / 08

PAGE: 1

GROUP DIVISION:	PATRIOT HEALTHCARE						SELECTION DATE: / / 08	
CLAIM NBR	COV CAT	PARTICIPANT I. D.	PARTICIPANT NAME	DEP NAME	DATE OF SERVICE	CHARGE	PAYEE(S)	PAY AMOUNT

*** COVERAGE SUB-TOTAL

*** DIVISION TOTAL PAYMENTS
0000

Exhibit B

EBPA

Weekly Request for Funding Transmittal

[Date]

	Patriot Insurance	MVP Healthplan	Total
Request for Funding	\$	\$	\$
MA Surcharges	\$ -		\$ -
Miscellaneous	\$ -		\$ -
Refunds	\$		\$
Voids	\$		\$
Net Amount Due	<u>\$</u>	<u>\$</u>	<u>\$</u>

Checks are drawn on MVP's Account. ABA: 021309379, Account # 754031441

Guaranty Association to wire funds to MVP's Bank to cover 2007 DOS Claims :

MVP Health Insurance Company of New Hampshire, Inc.
JP Morgan Chase
ABA: 021000021
Acct. # 573044961

Exhibit C

EBPA
Stop Loss Report
From Selection Date / /08 to / /08

Group:

Selection Date: / /08

Stoploss Cov Renewal Cat	Participant I.D.	Participant Name	Dependent Name	Stop Loss Limit	Payments for 2007 DOS	Payments this request	Total After Checkrun
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Exhibit D

EBPA
Guaranty Association \$100,000 Cap Report
From Selection Date / /08 to / /08

Group:

Selection Date: / /08

Claim Number	Cov Cat	Participant I.D.	Participant Name	Dependent Name	Guaranty Assoc \$100,000 cap	Payments since 1/18/2008	Funding this request	Total Funding Requests	Net GA Funding this request	Claim over \$100,000 Cap
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Leslie, J. David

From: Roussos, George W. [GRoussos@orr-reno.com]
Sent: Monday, January 28, 2008 12:25 PM
To: MosesB@gtlaw.com
Cc: Leslie, J. David
Subject: Claim Administration and Funding Agreement

Bob:

Paragraph 6 of the Claim Administration and Funding Agreement of January 25, 2008 authorizes NHLHIGA to direct EBPA to offset overpayments of NHLHIGA-funded Patriot Claims against future NHLHIGA-funded Patriot Claims as well as claims payable by MVP. This will confirm on behalf of NHLHIGA that in the event a claimant disputes the offset of such an overpayment against an MVP payment, then MVP, NHLHIGA and EBPA shall consult. After such consultation, at MVP's election, NHLHIGA will reimburse MVP for the amount of such disputed offset.

George

This transmission is intended only for the designated recipient(s). It contains confidential information that may be subject to the attorney-client privilege or other confidentiality protections under applicable law. If you are not a designated recipient, you must not read, use, copy or distribute this message. If you received this transmission in error, please notify the sender by telephone (603.224.2381) or by reply e-mail and delete this message.

IRS Circular 230 requires that we inform you that if this communication (including any attachments) contains tax advice, it is not intended or written to be used, and cannot be used, for purposes of avoiding penalties under the Internal Revenue Code, or promoting marketing or recommending to another party any transaction or matter addressed herein.

1/28/2008