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Closing Date (also as defined in this paragraph below), subject to the terms and conditions in Sections 6.2, 6.3, 6.4, and 6.5. UWS shall give written notice to UHC of any proposed Change in Control ("Change in Control Notice") on or before the sixtieth day prior to the closing of such Change in Control. The Change in Control Notice shall describe in reasonable detail the parties to, and the essential terms and conditions of, the Change in Control, including the proposed closing date (the "Scheduled Closing Date"), but excluding the price and any other confidential terms. UHC shall give written notice to the UWS Entities of its intention to exercise its option on or before the tenth day after the Change in Control Notice, in which case UHC's acquisition of the UHC Business shall close on the Scheduled Closing Date. In the event that UHC fails to so notify the UWS Entities in accordance with the previous sentence, then its option set forth in this Section 6.2 shall expire, and the proposed Change in Control may proceed and close on whatever terms and conditions to which the buyer and seller may agree; provided, however, that the identity of the buyer shall be as disclosed in the Change in Control Notice, or one of its affiliates. The term "Change in Control" shall mean a sale by UWS of 50 percent or more of the voting common stock of Unity to an entity that is not, on the date of this Agreement or at anytime thereafter, an affiliate of any UWS Entity; provided, however, that any such sale shall not constitute a "Change in Control" if either (i) it occurs as a part of, or in connection with, a sale by any UWS Entity of any other Significant Affiliate or the business operated by, or substantially all the assets of, any other Significant Affiliate (as defined in the next sentence) or (ii) (A) it occurs as part of, or in connection with, the sale of any affiliate of Unity or the business or substantially all the assets of any such affiliate and (B) either (1) the GAAP net worth of Unity equals 50 percent or less of the GAAP net worth of the business being sold, including Unity, in each case as of the end of the most recent quarter or (2) the gross revenue of Unity equals 50 percent or less of the gross revenue of the business being sold, including Unity, in each case as of the end of the most recent year. "Significant Affiliate" shall mean any affiliate of Unity which has a GAAP net worth as of the most recent quarter greater than or equal to \$12 million or a Health Maintenance Organization affiliate of Unity which has a GAAP net worth as of the most recent quarter greater than or equal to \$5 million.

6.3. UHC's exercise of its right to acquire the UHC Business pursuant to Sections 6.1 or 6.2 shall terminate the Joint Venture on the applicable Expiration Date or the closing of the exercise of UHC's option under Section 6.2, as the case may be, unless the Parties agree otherwise. The termination of the Joint Venture shall have no effect on the provider agreements entered into by the Parties or pursuant to the Best Price Guarantee (together, the "Existing Provider Agreements"), which shall continue until their scheduled termination date. The reimbursement arrangement and other terms contained in the Existing Provider Agreements then in effect shall continue following termination of the Joint Venture; provided, however, that the Best Price Guarantee set forth in Section 5.5 shall not continue following such termination.

6.4. Exercise Price. The price at which UHC may acquire the UHC Business shall be (i) \$500,000 plus (ii) the proportionate share of the net worth of Unity attributable to the UHC Business minus (iii) \$650,000 minus the aggregate amount of Annual Performance Bonuses paid pursuant to Section C of the Risk Model Term Sheet, or its successor provision

in the UHC Provider Agreement. Net worth shall be determined by applying the same accounting principles as were applied in Section 5.3 of the Previous Agreement to determine the price at which UWS purchased the U-Care Business (as defined in the Previous Agreement), and shall not include any amount attributable to good will.

6.5. Form of Reacquisition. The reacquisition of the UHC Business shall take the form of assumption reinsurance with a UHC designee to be effective upon the (i) applicable Expiration Date in the case of an option exercised pursuant to Section 6.1 and (ii) the Scheduled Closing Date in the case of an option exercised pursuant to Section 6.2. The provider agreements then in effect relating to the UHC Business will not be assigned to the University Affiliated Entities, but it is expressly acknowledged that the University Affiliated Entities or UHC's designee shall be free to enter into provider agreements with providers of their choosing. The assets to be transferred to cover the liabilities assumed shall be cash, cash equivalent admitted assets, investment grade stocks or bonds, or government securities, or any combination thereof, at the discretion of UWS.

#### ARTICLE 7 - TERM AND TERMINATION

7.1. Term. The initial term of the Joint Venture shall expire on December 31, 2004, unless earlier terminated in accordance with this ARTICLE 7. Thereafter, the Joint Venture shall automatically renew for additional five (5) year terms unless terminated in accordance with this ARTICLE 7.

7.2. Termination. The Joint Venture may be terminated only as follows.

A. The Joint Venture may be terminated at the end of the initial or any subsequent term by (i) the University Affiliated Entities, provided that they shall give written notice to the UWS Entities on or before the 180<sup>th</sup> day prior to the scheduled Expiration Date, but not earlier than the 190<sup>th</sup> day prior to such scheduled Expiration Date and (ii) the UWS Entities, provided that they shall give written notice to the University Affiliated Entities on or before the 270<sup>th</sup> day prior to the scheduled Expiration Date, but not earlier than the 280<sup>th</sup> day prior to the scheduled Expiration Date[; provided, however, that if the LLC has given written notice of termination of the HMO Joint Venture pursuant to Section 5(a) of the LLC Service Agreement, then UHC may within thirty days give notice of termination effective 180 days thereafter or on a timetable as otherwise agreed by the parties.]

B. The Joint Venture will automatically terminate (i) on the applicable Expiration Date if UHC exercises its right to reacquire the UHC Business in accordance with Section 6.1, and (ii) on the Scheduled Closing Date if UHC exercises its right to reacquire the UHC Business in accordance with Section 6.2, in each case unless the Parties agree otherwise.

C. The Joint Venture shall terminate 90 days after any Party shall notify the other Parties that (i) a Party to which such notifying party is not affiliated ("Breaching Party") has breached any of its obligations under this Agreement or (ii) a representation or warranty of the Breaching Party has proven to have been materially false when made, unless under either (i) or (ii) the Breaching Party shall have cured such breach or the condition which renders such