

6.3. LLC's exercise of its right to acquire the Unity Stock 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.

6.4. Exercise Price and Terms. The price at which LLC may purchase the Unity Stock shall be the then current net worth of Unity as of the date of said purchase plus any amounts UWS paid to CPN pursuant to the Previous Agreement that were not distributed as contract signing incentives to primary care physicians or used for the development, enhancement and maintenance of independent physician practices. The purchase price shall be paid in cash. Net worth shall be determined by applying the same accounting principles as were applied in determining the price at which UWS acquired the stock of Unity pursuant to the Previous Agreement. In the event LLC exercises its option provided herein, the assets and business of Unity shall include the remaining assets and business of Unity which existed immediately prior to the date of the Previous Agreement which have not been transferred, assigned or conveyed (including the groups and members which were then with HMO-W) and subsequently acquired assets plus an equitable division of new business obtained by the Joint Venture, but shall not include other managed care business acquired by UWS with the Joint Venture or merged with the Joint Venture, including, without limitation, the business attributable to the UHC Joint Venture and its proportionate share of subsequent growth. Any tax liabilities resulting to Unity as a result of transferring or adjusting the business and assets of Unity to comply with the immediately preceding sentence shall be reimbursed by UWS in the event such liabilities were not reflected in the net worth of Unity for purposes of determining the purchase price.

In the event LLC exercises the option to purchase the Unity Stock, UWS shall make warranties and representations to LLC similar to those as made by HMO-W, Incorporated to UWS in the Previous Agreement. Attached as Exhibit 6.4 is the text of the warranties and representations made by HMO-W Incorporated to UWS as contained in the Previous Agreement. The obligations of the Parties to close the reacquisition of the Unity Stock by LLC shall be subject to the receipt of all necessary approvals and consents of insurance regulatory authorities pursuant to all applicable insurance laws and the receipt of all necessary approvals and consents by any other governmental or regulatory authority whose approval is required by law.

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.