AGREEMENT AND PLAN OF MERGER

among

SUPERIOR VISION ACQUISITION CORP.,

BLOCK VISION MERGER CORP.,

SUPERIOR VISION HOLDING COMPANY, LLC,

BLOCK VISION HOLDINGS CORPORATION,

and

HOWARD HOFFMANN, as

RECIPIENTS' REPRESENTATIVE

Dated as of July 14, 2013

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is dated as of July 14, 2013, among Superior Vision Acquisition Corp., a Delaware corporation ("Parent"), Block Vision Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), Superior Vision Holding Company, LLC, a Delaware limited liability company ("Parent Holdco"), Block Vision Holdings Corporation, a Delaware corporation (the "Company"), and Howard Hoffmann, as Recipients' Representative (as defined in Section 11.06 hereof).

W I T N E S S E T H:

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law, as amended (the "DGCL"), Parent and the Company desire to enter into a transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger");

WHEREAS, the Board of Directors of the Company (the "Company Board") has (i) determined that it is in the best interests of the Company and its stockholders (the "Company Stockholders"), and declared it advisable, to enter into this Agreement, (ii) approved the execution, delivery and performance by the Company of this Agreement and the consummation of the Merger and (iii) resolved to recommend adoption of this Agreement and the Merger by all Company Stockholders;

WHEREAS, the Boards of Directors of each of Parent Holdco, Parent and Merger Sub have (i) determined that the Merger is consistent with and in furtherance of the long-term business strategy of Parent and fair to, and in the best interests of, Parent, Merger Sub and their respective stockholders and (ii) approved this Agreement, the Merger, and the other transactions contemplated by this Agreement;

WHEREAS, the stockholders of the Company own such number of shares of common stock, $0.01 par value, of the Company (the "Common Stock"), as is set forth opposite such stockholder's name in Section 4.04(a) of the Disclosure Letter;

WHEREAS, concurrently with the execution of this Agreement and as a condition and material inducement to Parent's willingness to enter into this Agreement, the Rollover Stockholder is entering into a contribution agreement (the "Contribution Agreement"), pursuant to which immediately prior to the Closing he will contribute the shares of Common Stock set forth on Section 2.01(a) of the Disclosure Letter to Parent Holdco, the limited liability company holding company for Parent, in exchange for Class A Units of Parent Holdco (the "Parent Holdco Shares"), which contribution is intended to qualify as a tax-free exchange pursuant to Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, concurrently with the execution of this Agreement and as a condition and material inducement to Parent's willingness to enter into this Agreement, Company Stockholders holding at least % of the Common Stock are entering into a Joinder Agreement, dated as of the date hereof, substantially in the form of Exhibit A hereto (the "Joinder Agreement"), pursuant to which, among other things, each such Company Stockholder has agreed (i) to be bound by the provisions of Article XI as a Recipient from and after the Effective Time (jointly and severally

to the extent of the Escrow Fund and, severally not jointly, in accordance with their Pro Rata Percentages to the extent outside of the Escrow Fund) and (ii) to the appointment and indemnification of the Recipients' Representative pursuant to Section 11.06.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent Holdco, Parent, Merger Sub, the Company and the Recipients' Representative hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

(a) "2013 EBITDA" means the consolidated EBITDA of the Company and the Business Subsidiaries for the twelve months ending December 31, 2013, excluding the financial performance of (1) any Person or business acquired after the Closing (whether by way of merger, acquisition of stock, acquisition of assets or other transaction), and (2) any business not related to the Business; provided, however, that:

(A) The following items, to the extent otherwise included in the calculation of 2013 EBITDA, shall be deducted: (i) "extraordinary items" of gain as that term is defined by GAAP and (ii) gains or profits realized from the sale of any assets other than in the Ordinary Course of Business, and (iii) any reduction in expenses if and to the extent directly attributable to the fact that the transactions contemplated by this Agreement were consummated and the Company and the Business Subsidiaries have operated under the ownership of Parent and its subsidiaries since the Closing Date; and

(B) The following items, to the extent otherwise included in the calculation of 2013 EBITDA, shall be added back: (i) "extraordinary items" of loss as that term is defined by GAAP, (ii) losses realized from the sale of any assets other than in the Ordinary Course of Business, (iii) Transaction Expenses and, without duplication, any other fees and expenses paid to De Novo Perspectives, LLC by the Surviving Corporation, (iv) to the extent not a Transaction Expense, any increase in expenses if and to the extent directly attributable to the fact that the transactions contemplated by this Agreement were consummated and the Company and the Business Subsidiaries have operated under the ownership of Parent and its subsidiaries, including, without limitation, those expenses set forth in Section 1.01(a)(i) of the Disclosure Letter, (v) out-of-pocket expenses to third parties incurred in 2013 but not contained in the 2013 budget made available to Parent as of March 22, 2013, a copy of which is attached hereto as Section 1.01(a)(ii) of the Disclosure Letter (the "2013 Budget"), related to (1) the recruitment and credentialing of providers to establish or expand a network of providers and (2) the printing of membership materials or provider directories and incremental staffing related expenses incurred in 2013

but not reflected in the 2013 Budget, in both cases necessary to implement a new managed care customer with a contract award date subsequent to March 31, 2013, a contract effective date between January 1, 2014 and December 31, 2014, contract membership of no less than members and contract revenues of no less than $, and (vi) out-of-pocket expenses to third parties and incremental staffing related expenses incurred in 2013 but not reflected in the 2013 Budget related to Systems configurations required to facilitate the coinsurance and/or deductible requirements of new managed care customers offering insurance exchange products; provided, however, that the aggregate costs in (v) and (vi) shall not exceed $.

(b) "affiliate" of a specified person means a person who directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such specified person.

(c) "Aggregate Exercise Price" means the aggregate exercise price of all Vested In-the-Money Company Options outstanding immediately prior to the Effective Time.

(d) "Applicable Department of Insurance" means each of the New Jersey Department of Banking and Insurance, the Texas Department of Insurance and the Wisconsin Office of the Commissioner of Insurance.

(e) "Applicable Insurance Codes" means the insurance Laws of New Jersey, Texas and Wisconsin applicable to each of the Applicable Departments of Insurance.

(f) "Burdensome Condition" means (i) a material restriction on the ability of the Company and its Subsidiaries to conduct their respective businesses as they are currently conducted; (ii) a Company Material Adverse Effect; (iii) any requirement to sell or divest, before or after the Closing Date, any material assets, liabilities, businesses, operations, or interest in any assets or businesses of Parent Holdco, Parent, Merger Sub or any of their affiliates or the Company or any of its Subsidiaries; or (iv) any requirement that Parent Holdco, Parent, Merger Sub or any of their affiliates contribute material assets to any of Parent Holdco, Parent, Merger Sub, the Company or any of its Subsidiaries or enter into any capital maintenance, "keep well" or similar agreement with respect to the Company or any of its Subsidiaries (other than as expressly provided in this Agreement). For the avoidance of doubt, the delay or failure of any applicable insurance regulatory authority to approve any amendment, modification or supplement to the existing intercompany agreements to which certain of the SAP Subsidiaries are a party shall not constitute a Burdensome Condition.

(g) "Business" means the business of the Company and the Business Subsidiaries as presently conducted, as either an insurer, health maintenance organization, organized delivery system, reinsurer, third party administrator, producer, preferred provider network or otherwise in connection with the Block Vision business.

(h) "business day" means any day on which banks are not required or authorized to close in New York, New York.

(i) "Cash and Cash Equivalents" means the positive difference between (i) all cash and cash equivalents, including, but not limited to bank deposits, paper currency and coins, negotiable money orders and checks (including those held by the Company or any Business Subsidiary as of the Closing Date but not yet deposited), U.S. Treasury bills, money-market fund shares, and other marketable securities, and (ii) all checks or drafts issued by the Company or any of the Business Subsidiaries (including those not yet cleared) that are outstanding as of the Closing Date.

(j) "Cash Shortfall" means with respect to each SAP Subsidiary, but only if a positive number, (i) Restricted Cash of such SAP Subsidiary minus (ii) the amount of such SAP Subsidiary's surplus determined in accordance with SAP on a basis consistent with line 33 of the "Liabilities, Capital and Surplus" page of such SAP Subsidiary's Statutory Statement (or such successor line item number that contains the surplus of such SAP Subsidiary) as of the Closing Date.

(k) "Cash Shortfall Escrow Amount" means

(l) "Claims Payable" means the sum of (i) the claims payable amount plus (ii) the claims reserve for losses and loss adjustment expenses pursuant to reinsurance obligations incurred by, but not reported to, such SAP Subsidiary (solely to the extent not included in the calculation of the claims payable amount referenced in clause (i) of this sentence), in each case on the applicable SAP Subsidiary's balance sheet as of the Closing Date, calculated in a manner consistent with such SAP Subsidiary's most recently certified actuarial reserve estimate filed with the Applicable Department of Insurance prior to Closing.

(m) "Company Indebtedness" means, collectively, Indebtedness of the Company and Indebtedness of the Business Subsidiaries.

(n) "Company Material Adverse Effect" means, with respect to the Company and the Business Subsidiaries, any event, change, circumstance or effect that is materially adverse to the business, operations, condition (financial or otherwise), assets, liabilities or results of operations of the Company and the Business Subsidiaries, taken together as a whole; provided, however, that none of the following, individually or in the aggregate, shall constitute or shall be considered in determining whether there has occurred, and no event, circumstance, change or effect resulting from or arising out of or based upon, individually or in the aggregate, any of the following shall constitute a Company Material Adverse Effect: (i) any change generally affecting United States or global political, economic, regulatory or business conditions, (ii) any change generally affecting United States or global financial, credit or capital market conditions, including interest rates or exchange rates, currency deflation, consumer price or cost of living index inflation or any changes therein, (iii) any military action, war, civil insurrection or any act of terrorism, or any escalation thereof (whether or not involving armed hostilities), (iv) earthquakes, hurricanes, floods, tsunamis, tornados or other acts of God, natural disasters or calamities, (v) any change in GAAP or other accounting requirements after the date hereof, (vi) any change in any Law issued by any Governmental Entity after the date hereof, (vii) the identity of Parent or any of its affiliates as the acquirer of the Company, (viii) any action taken by Parent, Merger Sub, Parent Holdco or the Company out of the Ordinary Course of Business and pursuant

to the express requirements of this Agreement (including any adverse event, change, circumstance or effect to the extent it results from Parent's refusal to permit the Company upon the Company's reasonable request to take any of the actions specified in Section 7.01 hereof), and (ix) any adverse event, change, circumstance or effect that occurs after the date of this Agreement, is capable of cure and is cured by the Company and/or Business Subsidiaries within thirty (30) days after the occurrence of such event, change, circumstance or effect and in any event at least three (3) business days before the Closing Date (except, with respect to each of the clauses (i) through (vi), to the extent that there is a materially disproportionate effect on the Business as compared to other similarly situated participants in the industries in which the Company and the Business Subsidiaries operate).

(o) "Company Option" means an unexercised option, whether or not exercisable or vested, to purchase shares of the Company's Common Stock that is outstanding as of immediately prior to the Effective Time.

(p) "Company Option Holder" means the holder of a Vested In-the-Money Company Option.

(q) "Company Security Holders" means the Company Stockholders and the Company Option Holders.

(r) "Common Stock Plan" means the Company's 2002 Stock Option Plan, known as the "Block Vision Holdings Corporation 2002 Stock Option Plan."

(s) "control" (including the terms "controlled by" "control of" and "under common control with") for the purposes of Sections 1.01(a) and 4.03 means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.

(t) "Copyrights" means (A) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (B) the right to obtain all renewals thereof, and (C) all so-called "moral rights" associated therewith.

(u) "Deficiency" shall mean any nonrenewal or suspension or any other limitation, restriction or impairment (other than those that apply generally to those licensees currently doing business in the applicable state) of an Insurance License held by any Insurance Business Subsidiary.

(v) "Disclosure Letter" means the disclosure letter, dated the date of this Agreement, delivered by the Company to Parent and, with respect to the representations and warranties in Article VI, by Parent to the Company, contemporaneously with the execution and delivery of this Agreement.

(w) "Domain Names" means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet and all applications for any of the foregoing.

(x) "EBITDA" means aggregate operating revenue, minus all expenses, except for interest expense, income Taxes, depreciation and amortization, all determined in accordance with GAAP.

(y) "Environment" means soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata, ambient air, indoor air or indoor air quality, including, without limitation, any material or substance used in the physical structure of any building or improvement.

(z) "Environmental Laws" means any federal, state or local statute, law, common law, ordinance, regulation, rule, code or order of the United States, or any other jurisdiction and any enforceable judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to human health and safety, pollution or protection of the Environment or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, Release or discharge of or exposure to Hazardous Materials.

(aa) "Environmental Permits" means any permit, approval, identification number, license and other authorization required under any applicable Environmental Law.

(bb) "Final Total Cash Shortfall" means the Total Cash Shortfall as of the Closing Date as finally determined pursuant to Section 3.03(c) or Section 3.03(d).

(cc) "Fully Diluted Common Shares Amount" means the sum, without duplication, of the aggregate number of shares of Common Stock immediately prior to the Effective Time and the contribution of the Rollover Shares that are (i) issued and outstanding and (ii) issuable upon the exercise of Vested In-the-Money Company Options.

(dd) "GAAP" means United States generally accepted accounting principles as in effect from time to time applied on a consistent basis.

(ee) "Governmental Entity" means any domestic or foreign governmental, regulatory or administrative authority, agency, board or commission, or any agent or contractor of any such entity, any court, tribunal or arbitral body, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental authority.

(ff) "Hazardous Materials" means (i) any petroleum, petroleum products, by products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls or (ii) any chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant or contaminant or waste under any applicable Environmental Law.

(gg) "Indebtedness" means either (i) the sum, without duplication, of any Liability of any person for (A) all indebtedness for borrowed money, whether current or funded, secured or unsecured, (B) notes payable, bonds and other debt securities, and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money (for the avoidance of doubt, excluding any trade accounts payable and checks payable to such person, which have been endorsed by such person for collection in the Ordinary Course of Business), (C) all or any part of the deferred purchase price of property or services (other than trade payables), including any "earnout" or similar payments or any non-compete payments, (D) interest rate swap, hedging or similar agreements and any breakage costs relating thereto, or (E) accrued and unpaid income Taxes, or (ii) without duplication of any Liability of the kind described in the preceding clause (i) for which such person is directly liable, any Liability of the kind described in the preceding clause (i) of parties other than the Company or the Business Subsidiaries that such person has guaranteed, that is recourse to such person or any of its assets or that is otherwise its legal Liability or that is secured in whole or in part by the assets of such person.

(hh) "Indemnity Escrow Amount" means

(ii) "Intellectual Property" means Copyrights, Domain Names, Patents, Software, Trademarks and Trade Secrets.

(jj) "knowledge" means, with respect to the Company, those facts and circumstances personally known by any of , without independent investigation (and in no event encompassing constructive, imputed or similar concepts of knowledge).

(kk) "Law" means any federal, state, local or foreign law, statute, ordinance, franchise, permit, concession, license, writ, rule, regulation, order, injunction, judgment or decree.

(ll) "Lien" means any claim, mortgage, pledge, security interest, attachment, encumbrance, lien (statutory or otherwise), or charge of any kind (including any agreement to give any of the foregoing).

(mm) "made available" means that the document or information referred to (i) has been actually delivered (whether by email transmission, facsimile transmission, mail or hand delivery) to Parent or its representatives (including outside counsel) at least five (5) business days prior to the date of this Agreement; or (ii) was posted at least two (2) business days prior to the date of this Agreement, and remaining so posted as of the date of this Agreement, to the virtual data room hosted by the Company's outside counsel and utilized by the Company in providing due diligence information and materials to Parent and its representatives in connection with the transactions contemplated hereby.

(nn) "NAIC" means the National Association of Insurance Commissioners."

(oo) "Order" means any statute, rule, regulation, decree, judgment, injunction or other order, whether temporary, preliminary or permanent.

(pp) "Ordinary Course of Business," with respect to any action, means an action taken by a Person that (a) is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person (including with respect to quantity and frequency); and (b) does not require the authorization by the board of directors of such Person (or by any Person or group of Persons exercising similar authority) and is not required to be authorized by the parent company (if any) of such Person under applicable Law.

(qq) "Owned Intellectual Property" means all Intellectual Property owned (in whole or in part) by the Company and the Business Subsidiaries.

(rr) "Parent Holdco LLC Agreement" means the Limited Liability Company Agreement of Parent Holdco dated as of March 30, 2012, as amended, to be joined by the Rollover Stockholder.

(ss) "Parent Material Adverse Effect" means an effect that, individually or when aggregated with all other effects, (i) has had a material adverse effect on the condition (financial or otherwise) or results of operations of Parent and its Subsidiaries taken as a whole or (ii) would prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

(tt) "Patents" means all patents, industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Entity, including all provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, reexaminations or equivalents or counterparts of any of the foregoing, and moral and economic rights of inventors in any of the foregoing.

(uu) "Per Share Common Stock Consideration" means, in respect of each share of Common Stock, the Merger Consideration plus the Rollover Amount plus the Aggregate Exercise Price divided by the Fully Diluted Common Shares Amount.

(vv) "Per Share Option Consideration" means, in respect of each share of Common Stock subject to a Vested In-the-Money Company Option, an amount equal to the excess of the Per Share Common Stock Consideration over the per share exercise price that applies to the Vested In-the-Money Company Option.

(ww) "Permitted Encumbrances" means (i) statutory encumbrances for Taxes, assessments and governmental charges or levies imposed upon the Company or any of the Subsidiaries not yet due and payable or that are being contested in good faith by appropriate proceedings, provided that such contests are described on Section 1.01(ww) of the Disclosure Letter, (ii) mechanics', materialmen's or similar statutory encumbrances arising in the Ordinary Course of Business for amounts not yet due or being contested in good faith in appropriate proceedings, provided that such contests are described on Section 1.01(ww) of the Disclosure Letter, (iii) pledges or deposits to secure obligations under workers' compensation Laws or similar legislation or other financial security requirements under Applicable Insurance Codes, (iv) zoning, entitlement and other land use regulations by any Governmental Entity, (v) purchase money Liens securing payments under capital leases and similar financing arrangements, with

each of those with an outstanding amount payable of $10,000 or more set forth on Section 1.01(ww) of the Disclosure Letter, (vi) Liens securing the letters of credit set forth in Section 1.01(ww) of the Disclosure Letter, (vii) easements, survey exceptions, leases, subleases and other occupancy Contracts, reciprocal easements, rights-of-way, covenants, restrictions, defects or irregularities of title and other customary encumbrances of public record affecting any real property, (viii) encumbrances affecting the interest of the lessor of any of the Leased Real Property, and (ix) amounts held in escrow in reserve accounts pursuant to customer contracts established in the Ordinary Course of Business.

(xx) "Person" means an individual, corporation, partnership, limited partnership, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

(yy) "Pro Rata Percentage" means, with respect to each Recipient, the percentage set opposite such Person's name on Section 3.02 of the Disclosure Letter under the heading "Pro Rata Percentage."

(zz) "Proceeding" means any demand, charge, complaint, action, suit, proceeding, arbitration, hearing, audit, investigation noticed in writing or known to the Company or any Business Subsidiary or claim of any kind (whether civil, criminal, administrative or investigative, at law or in equity) commenced, filed, brought, conducted or heard by, against, to, of or before or otherwise involving, any Governmental Entity (excluding any health maintenance organization or client counterparty to a contract or agreement of the Company or any Business Subsidiary).

(aaa) "Providers" means the optometrists, ophthalmologists, opticians and optical retailers that participate in the Business's provider networks.

(bbb) "Recipients" means the Company Security Holders and the Sale Bonus Recipients.

(ccc) "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of a Hazardous Material into the Environment (including, without limitation, the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials) and any condition that results in the exposure of a person to a Hazardous Material.

(ddd) "Restricted Cash" means with respect to each SAP Subsidiary, the Cash and Cash Equivalents of such SAP Subsidiary equal to the greater of (i) the sum of (A) the aggregate amount of Cash and Cash Equivalents that such SAP Subsidiary is required to maintain pursuant to net worth or equivalent capital and surplus requirements under the Applicable Insurance Code with respect to such SAP Subsidiary as of the Closing Date, and (B) the aggregate amount of reserves required under managed care contracts of such SAP Subsidiary as of the Closing Date (in the case of this sub-clause (B), solely to the extent not included in the calculation of the net worth or equivalent capital and surplus requirements referenced in sub-clause (A) of this clause (i)) and (ii) as of the Closing Date, with respect to Block Vision of

Texas, Inc. and Vision Insurance Plan of America Inc., 250% of the applicable risk based capital requirements of the NAIC.

(eee) "Rollover Amount" means an amount equal to .

(fff) "Rollover Shares" means the number of shares obtained by dividing the Rollover Amount by the Per Share Common Stock Consideration.

(ggg) "Rollover Stockholder" means .

(hhh) "Sale Bonus Recipient" means each employee or independent contractor of the Company or any Business Subsidiary receiving a Sale Bonus.

(iii) "SAP" means statutory accounting principles applied in accordance with the National Association of Insurance Commissioners Accounting Practices & Procedures Manual subject to any deviations prescribed or permitted by New Jersey, Texas and Wisconsin Law and/or any Applicable Department of Insurance.

(jjj) "SAP Subsidiaries" means Block Vision of Texas, Inc., Vision Insurance Plan of America, Inc. and Block Vision of New Jersey, Inc. (provided that Block Vision of New Jersey, Inc. shall only be considered a SAP Subsidiary in connection with Business conducted by Block Vision of New Jersey, Inc. that is required to be reported in its Statutory Statements pursuant to New Jersey SAP).

(kkk) "Software" means all computer software and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed.

(lll) "subsidiary" or "subsidiaries" of any person means any corporation, partnership, joint venture or other legal entity of which such person (either alone or through or together with any other subsidiary) owns, directly or indirectly, more than 50% of the stock or other equity interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

(mmm) "Tax" or "Taxes" means (a) any federal, state, local or foreign income, gross receipts, premium, lease, service, greenmail, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, ad valorem, escheat, sales, use, excise, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, governmental fee, other like assessment or other like charge of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not, (b) any Liability for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby Liability for payment of such amounts was determined or taken into account with reference to the Liability of any other person, (c) any Liability for the payment of any amounts as a result of being a party to any tax sharing or allocation agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of

the foregoing types as a result of any express or implied obligation to indemnify any other person, and (d) any Liability for the payment of any of the foregoing types as a successor, transferee or otherwise.

(nnn) "Tax Authority" means any Governmental Entity responsible for the administration, imposition or collection of any Tax.

(ooo) "Tax Return" means any return, declaration, form (including estimated Tax), election, report, claim for refund or information return or statement relating to any Tax, including any supplement, schedule or attachment thereto and including any amendment thereof.

(ppp) "Total Cash Shortfall" means the aggregate sum of the Cash Shortfalls of each SAP Subsidiary, which aggregate sum shall be expressed as $0.00 or as a positive number (*i.e.*, it cannot be a negative number). An illustrative calculation of the Cash Shortfall and Restricted Cash for each SAP Subsidiary as of December 31, 2012 and March 31, 2013, and the resulting Total Cash Shortfall as of each such date, is set forth in Section 1.01(ppp) of the Disclosure Letter.

(qqq) "Trade Secrets" means anything that would constitute a "trade secret" under applicable Law, and all other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know how, confidential information, proprietary information, customer lists, software and technical information, and moral and economic rights of authors and inventors in any of the foregoing.

(rrr) "Trademarks" means trademarks, service marks, fictional business names, trade names, commercial names, certification marks, collective marks, Internet domain names and uniform resource locators and alphanumeric designations associated therewith and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services, registrations, renewals, applications for registration, equivalents and counterparts of the foregoing, and the goodwill of the Business associated with each of the foregoing.

(sss) "Transaction Expenses" means (i) the costs, fees and expenses of the Company or the Business Subsidiaries, or for any of the Recipients of which the Company or the Business Subsidiaries have agreed to pay, incurred in connection with or related to this Agreement and the transactions contemplated hereby, including legal, accounting, investment banking, finders and advisory fees and expenses (including without limitation fifty percent (50%) of any fees and expenses of De Novo Perspectives LLC or its affiliates that are incurred between the date hereof and the Closing Date, and any fees and expenses owed to The BSM Consulting Group or any of their affiliates), (ii) severance obligations owed by the Company or the Business Subsidiaries to employees, agents and consultants of and to the Company or the Business Subsidiaries triggered as a result of the transactions contemplated by this Agreement, (iii) bonus amounts, commissions and incentive compensation that have been or should have been accrued for or are payable or owed to the employees, agents and consultants of the Company or the Business Subsidiaries as of the Closing Date as a result of the transactions contemplated by this Agreement, including the Sale Bonuses (in each of clauses (ii) and (iii),

including the employer portion of any payroll, social security, unemployment or similar Taxes), (iv) the employer portion of any payroll, social security, unemployment or similar Taxes attributable to the portion of the Merger Consideration to be paid to holders of Vested In-the-Money Company Options and the Sale Bonus Recipients, (v) any payment to any lessor required or charged by such lessor in order to obtain its consent under any of the Real Property Leases that require consent to be obtained under the terms thereof as a result of the transactions contemplated by this Agreement, (vi) any and all prepayment premiums, make-whole premiums or penalties and fees or expenses (including attorneys' fees) associated with the prepayment of any Indebtedness as of the Closing Date, and (vii) one-half of the premium paid by the Company for the purchase of the non-cancelable, six-year run-off policy for directors' and officers' liability insurance pursuant to Section 8.06(b) of this Agreement.

(ttt) "Vested In-the-Money Company Option" means a vested Company Option, with such vesting determined as of immediately prior to the Effective Time and after giving effect to the Merger, and which Company Option has an exercise price per share less than the Per Share Common Stock Consideration.

Section 1.02. Index of Additional Definitions. The following terms shall have the meaning given such terms in the Sections of this Agreement set forth opposite such terms:

Term	Section
2013 Budget	1.01(a)
Acquisition Proposal	8.08(a)
Agreement	Preamble
Audit Reports	5.11
Audited Balance Sheet	5.02(a)
Audited Balance Sheet Date	5.02(a)
Business Subsidiary	4.01(b)
Cash Payment	3.01(a)
Certificate of Merger	2.02
Closing	2.02
Closing Date	2.02
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ARTICLE II

THE MERGER

Section 2.01. The Contribution and Merger

(a) The Contribution. Immediately prior to the Effective Time, the Rollover Stockholder shall contribute the number of Rollover Shares set forth opposite such Rollover Stockholder's name on Section 2.01(a) of the Disclosure Letter under the heading "Rollover Shares" to Parent Holdco, with a duly executed stock power reasonably satisfactory to Parent Holdco, in proper form for transfer, free and clear of all Liens pursuant to the Contribution Agreement dated the date hereof by and between the Rollover Stockholder and Parent Holdco. In consideration of the transfer of the Rollover Shares to Parent Holdco, Parent Holdco shall issue to Rollover Stockholder such number of Class A Units (as defined in the Parent Holdco LLC Agreement) of the Parent Holdco as set forth in the Contribution Agreement and remit certain cash to the Escrow Account, as described below. The rights and obligations of the Rollover Stockholder with respect to the Parent Holdco Shares will be set forth in the Parent Holdco LLC Agreement to be joined by the Rollover Stockholder immediately prior to the Effective Time. Immediately after its receipt of the Rollover Shares, Parent Holdco shall contribute the Rollover Shares and cash equal to the portion of the Escrow Fund allocable to the Rollover Shares (the "Cash Escrow Contribution" amount set forth on Section 2.01(a) of the Disclosure Letter) as an equity contribution to Parent, and Parent shall remit such cash to the Escrow Account.

(b) The Merger. Upon the terms of this Agreement and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation") and as a wholly owned subsidiary of Parent.

Section 2.02. Effective Time; Closing. As promptly as practicable, but in any event within five business days, following the satisfaction or, if permissible by the express terms of this Agreement and to the extent permitted by applicable law, waiver of the conditions set forth in Article IX, or such other date as may be agreed by each of the parties hereto, the parties hereto shall cause the Merger to be consummated by (i) filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL, and (ii) making all other filings and recordings required under the DGCL. The term "Effective Time" means the time on the Closing Date of the filing of the Certificate of Merger, and specified in the Certificate of Merger. Immediately prior to the filing of the Certificate of Merger, a closing (the "Closing") will be held via the electronic exchange of documents and signatures. The parties hereto acknowledge and Agree that (i) all proceedings at the Closing shall be deemed to have been taken and executed simultaneously, and no proceeding shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered, and (ii) that the Closing shall be deemed to have taken place at the offices of Edwards Wildman Palmer LLP at 2800 Financial Plaza, Providence, RI 02903, or such other place as the parties may agree, at 12:01

a.m. prevailing Eastern time on the Closing Date. The date on which the Closing shall occur is referred to herein as the "Closing Date."

Section 2.03. Effect of the Merger. At and after the Effective Time, the Merger shall have the effects as set forth in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of each of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

Section 2.04. Certificate of Incorporation and Bylaws of Surviving Corporation.

(a) Certificate of Incorporation. At the Effective Time, the certificate of incorporation of the Company as the Surviving Corporation shall have been amended and restated to read the same as the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time, which Merger Sub certificate of incorporation shall not be amended, rescinded, supplemented or otherwise modified between the date hereof and the Closing Date, except that Section 1 of the amended and restated certificate of incorporation of the Surviving Corporation, instead of reading the same as Section/Article 1 of the Certificate of Incorporation of Merger Sub, shall read as follows: "The name of this corporation is Block Vision Holdings Corporation."

(b) Bylaws. At the Effective Time, the Bylaws of the Company as the Surviving Corporation shall have been amended to read the same as the Bylaws of Merger Sub as in effect immediately prior to the Effective Time, which Merger Sub Bylaws shall not be amended, rescinded, supplemented or otherwise modified between the date hereof and the Closing Date, except that all references to the name of Merger Sub in the Bylaws of the Surviving Corporation shall be changed to refer to Block Vision Holdings Corporation.

Section 2.05. Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall at the Effective Time become the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

ARTICLE III

MERGER CONSIDERATION; EXCHANGE OF CERTIFICATES

Section 3.01. Merger Consideration. The aggregate consideration payable to the Company Stockholders and the holders of Vested In-the-Money Company Options in connection with the Merger (the net result of clauses (a) through (d) being the "Merger Consideration") shall be an amount equal to the following:

(a) Cash in the amount of (the "Cash Payment"), consisting of:

(i) plus the portion of the Indemnity Escrow Amount funded by the Rollover Stockholder pursuant to Section 2.01(a) and the Sale Bonus Recipients pursuant to Section 3.05(g) and plus the portion of the Cash Shortfall Escrow Amount funded by the Rollover Stockholder pursuant to Section 2.01(a) and the Sale Bonus Recipients pursuant to Section 3.05(g);

(ii) the Indemnity Escrow Amount (other than the portion of such amount funded by the Rollover Stockholder pursuant to Section 2.01(a) and the Sale Bonus Recipients pursuant to Section 3.05(g)); and

(iii) the Cash Shortfall Escrow Amount (other than the portion of such amount funded by the Rollover Stockholder pursuant to Section 2.01(a) and the Sale Bonus Recipients pursuant to Section 3.05(g));

(b) Minus the sum of:

(i) Company Indebtedness, (A) including the amount of any Company Indebtedness paid at any time between the date hereof and the Closing Date, other than the payment of estimated Taxes in the Ordinary Course of Business, and (B) excluding any Company Indebtedness satisfied or paid prior to the date hereof; and

(ii) Transaction Expenses, (A) including the amount of any Transaction Expenses paid at any time between the date hereof and the Closing Date, other than Transaction Expenses accrued in the Ordinary Course of Business and in accordance with GAAP as of the date hereof and paid on or prior to the Closing Date and (B) excluding any Transaction Expenses satisfied or paid prior to the date hereof;

(c) Minus the Total Cash Shortfall (other than the portion of such amount funded by the Rollover Stockholder and the Sale Bonus Recipients within the Cash Shortfall Escrow Amount), if any;

(d) Plus the Earnout Payment, if any, when earned (other than the portion of such amount paid to the Rollover Stockholder and the Sale Bonus Recipients).

Section 3.02. Merger Consideration Schedule. Section 3.02 of the of the Disclosure Letter attached hereto shall reflect as of the amount of (a) each Company Security Holder's share of the Merger Consideration, including each such Company Security Holder's applicable Per Share Common Stock Consideration and Per Share Option Consideration, (b) the amount of the Indemnity Escrow Amount and Cash Shortfall Escrow Amount funded by each Recipient and the Rollover Stockholder and (c) each Recipient's and the Rollover Stockholder's Pro Rata Percentage, determined in accordance with the terms hereof. The foregoing calculations, as of the date hereof, assume no Indebtedness and that the Sale Bonuses are the sole Transaction Expense. The Company shall deliver to Parent at Closing a revised Section 3.02 of the Disclosure Letter to the extent there are any changes in the same following the date hereof. None of Parent Holdco, Parent nor the Surviving Corporation shall have any Liability for the allocation set forth in Section 3.02 of the Disclosure Letter.

Section 3.03. Cash Shortfall Adjustment.

(a) At least five days prior to the Closing Date, the Company shall deliver to Parent a good faith estimate of the Cash Shortfall for each SAP Subsidiary and the resulting Total Cash Shortfall as of the Closing Date ("Estimated Total Cash Shortfall") and a statement of the estimated Company Indebtedness and Transaction Expenses as of the Closing Date, naming each Party to whom the Company owes any Company Indebtedness or Transaction Expenses and the estimated amount of each such Liability as of the Closing Date, and the Merger Consideration resulting therefrom. Prior to the Closing, Parent shall review and approve the Estimated Total Cash Shortfall; provided that if Parent does not approve the Estimated Total Cash Shortfall and the Company and Parent are unable to agree on the amount of the Estimated Total Cash Shortfall within two days after the delivery of the Estimated Total Cash Shortfall, then the Estimated Total Cash Shortfall will be the estimate submitted by the Company. The Estimated Total Cash Shortfall shall be expressed as $0.00 or as a positive number (*i.e.*, it cannot be a negative number). If the Estimated Total Cash Shortfall is a positive number then the Estimated Cash Shortfall shall be treated in accordance with Section 3.01(c).

(b) Closing Total Cash Shortfall Statement. Not later than the last day of the sixth full calendar month following the Closing Date, Parent shall prepare and deliver, or cause to be prepared and delivered, to the Recipients' Representative a statement setting forth in reasonable detail Parent's determination of the Cash Shortfall for each SAP Subsidiary and the resulting Total Cash Shortfall as of the Closing Date, calculated in a manner consistent with the illustrative calculation set forth on Section 1.01(ppp) of the Disclosure Letter (the "Closing Total Cash Shortfall Statement"). In addition, as part of the Closing Total Cash Shortfall Statement, Parent will calculate for each SAP Subsidiary (i) the assessed value of such SAP Subsidiary's Claims Payable as of the Closing Date, as reviewed and validated by Parent's third party actuary, minus (ii) the sum as of the date of the Closing Total Cash Shortfall Statement of (x) actual run out of claims on losses incurred prior to the Closing Date, plus (y) an estimate of those remaining claims incurred prior to the Closing Date but unreported or unpaid as of the true-up date, plus (z) a two percent (2%) margin on the estimate in (x) and (y) for claims adjustment expenses. If such difference is a positive number, then the Claims Payable of the applicable SAP Subsidiary shall be reduced by such excess for purposes of the recalculation of Restricted Cash (including, with respect to Block Vision of Texas, Inc. and Vision Insurance Plan of America Inc., clause (ii)'s calculation of the authorized control level for purposes of the applicable risk based capital requirements of the NAIC) and the resulting Cash Shortfall of such SAP Subsidiary in the Closing Total Cash Shortfall Statement. If such difference is a negative number, then the Claims Payable shall be increased by such shortfall for purposes of the recalculation of Restricted Cash (including, with respect to Block Vision of Texas, Inc. and Vision Insurance Plan of America Inc., clause (ii)'s calculation of the authorized control level for purposes of the applicable risk based capital requirements of the NAIC) and the resulting Cash Shortfall of such SAP Subsidiary in the Closing Total Cash Shortfall Statement. For avoidance of doubt, any adjustment, upwards or downwards, of Restricted Cash for an applicable SAP Subsidiary shall also cause an opposite adjustment, downwards or upwards (respectively), of the surplus (determined in accordance with SAP on a basis consistent with line 33 of the "Liabilities, Capital and Surplus" page of such SAP Subsidiary's Statutory Statement (or such successor line item number that contains the surplus of such SAP Subsidiary)) of such SAP Subsidiary for purposes of the calculation of the Cash Shortfall of such SAP Subsidiary in the Closing Total Cash Shortfall Statement. Within 45 days after delivery of the Closing Total Cash Shortfall Statement to the Recipients' Representative, the Recipients' Representative may request that auditors or other representatives of the

Recipients' Representative review the working papers and other documentation used or prepared in connection with the preparation of, or which otherwise form the basis of, the Closing Total Cash Shortfall Statement, and Parent shall provide the requested working papers and other documentation and any other information and documentation that may be reasonably requested by Recipients' Representative in connection with Stockholders' review of the Closing Total Cash Shortfall Statement.

(c) Review of the Closing Cash Shortfall Statement. Within 45 days after delivery to the Recipients' Representative of the Closing Total Cash Shortfall Statement pursuant to Section 3.03(b), the Recipients' Representative may deliver to Parent a Report advising Parent (A) that the Recipients' Representative agrees with the Closing Total Cash Shortfall Statement, or (B) of Recipients' Representative's objections to the Closing Total Cash Shortfall Statement and the adjustments thereto proposed by the Recipients' Representative. If Parent shall concur with the adjustments proposed by the Recipients' Representative, or if Parent shall not object thereto in a writing delivered to the Recipients' Representative within 20 days after Parent's receipt of the Recipients' Representatives' Report, the calculation of the Closing Total Cash Shortfall Statement set forth in the Recipients' Representatives' Report shall become final and shall not be subject to further review, challenge or adjustment absent fraud. If the Recipients' Representative does not submit a Report to Parent within the 45-day period provided herein, then the Closing Total Cash Shortfall Statement prepared by Parent shall become final and shall not be subject to further review, challenge, or adjustment absent fraud.

(d) Dispute Resolution. In the event that the Recipients' Representative submits a Report and Parent and the Recipients' Representative are unable to resolve the disagreements set forth in the Report within 30 days after the date the Report is delivered to Parent, then such disagreements shall be referred to BDO USA, LLP or another nationally recognized firm of independent certified public accountants selected by mutual agreement of the Recipients' Representative and Parent (the "Settlement Accountants"), and the determinations of the Settlement Accountants with respect to the Closing Total Cash Shortfall Statement shall be final and shall not be subject to further review, challenge, or adjustment absent fraud. The scope of the disputes to be resolved by the Settlement Accountants is limited to the unresolved items on the Report. As promptly as practicable and in any event within 30 days after engaging the Settlement Accountants, Parent and the Recipients' Representative shall each prepare and submit a presentation to the Settlement Accountants conveying in reasonable detail its position of how the unresolved items should be resolved, and the resulting net dollar amount if so resolved in its favor. Parent and the Recipients' Representative shall instruct the Settlement Accountants not to assign a value to any item in dispute greater than the greatest value for such item assigned by Parent, on the one hand, or the Recipients' Representative, on the other hand, or less than the smallest value for such item assigned by Parent, on the one hand, or the Recipients' Representative, on the other hand. Parent and the Recipients' Representative shall also instruct the Settlement Accountants to (i) make its determination based solely on presentations by Purchaser and the Recipients' Representative that are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review) and (ii) to make its determination as promptly as practicable, but in any event within 15 days after the date Parent and the Recipients' Representative submit their presentations to the Settlement Accountants.

(e) Fees and Expenses. The Recipients' Representative, on behalf of the Recipients (on the one hand), and Parent (on the other hand) shall pay their or its own costs and expenses incurred in connection with this Section 3.03. All of the fees and expenses of the Settlement Accountants pursuant to this Section 3.03(e) shall be borne by the party (i.e., Recipients, on the one hand, or Parent, on the other hand) that assigned amounts to items in dispute that were, on a net basis, furthest in amount from the amount finally resolved by the Settlement Accountants in accordance with Section 3.03(d), or equally by the Parent and the Recipients if the determination by the Settlement Accountants is equidistant between the determination of the parties, as determined by reference to the final Merger Consideration. (By way of example only of the application of the immediately preceding sentence: if (x) the Recipients' Representative assigns values to the disputed items submitted to the Settlement Accountants in accordance with Section 3.03(d) such that the Total Cash Shortfall would not be adjusted if the Settlement Accountants resolved all of the submitted disputes in the Recipients' Representative's favor (to the full extent), (y) Parent maintains that the Total Cash Shortfall is greater than the Estimated Total Cash Shortfall and (z) the Settlement Accountants' final resolution of the disputed items in accordance with this Section 3.03(e) is that the Total Cash Shortfall is increased from the amount set forth in the Estimated Total Cash Shortfall by an amount less than (i.e., less than one half of the difference between the parties respective total disputed amounts), then Parent would pay all of the fees and expenses of the Settlement Accountants incurred by the parties under this Section 3.03).

(f) Payment of Final Cash Shortfall. Upon determination of Final Total Cash Shortfall, if the Estimated Total Cash Shortfall is greater than the Final Total Cash Shortfall (as determined pursuant to Section 3.03(c) or Section 3.03(d)) ("Recipient Adjustment"), Parent shall (i) pay the Company Stockholders' aggregate Pro Rata Percentage of the Recipient Adjustment to the Recipients' Representative for prompt distribution and the Company Option Holders' and Sale Bonus Recipients' Pro Rata Percentage of the Recipient Adjustment to the Surviving Corporation, for prompt distribution amongst the Company Option Holders and Sale Bonus Recipients via payroll and less applicable withholding Tax as determined by the Surviving Corporation and (ii) instruct the Escrow Agent to release the entire Cash Shortfall Escrow Amount within the Escrow Fund in accordance with the terms of the Escrow Agreement. If Final Total Cash Shortfall (as determined pursuant to Section 3.03(c) or Section 3.03(d)) is greater than Estimated Total Cash Shortfall ("Surviving Corporation Adjustment"), Surviving Corporation shall be entitled to recover the amount of such Surviving Corporation Adjustment from the Cash Shortfall Escrow Amount within the Escrow Fund and shall instruct the Escrow Agent to release the remaining balance, if any, of the Cash Shortfall Escrow Amount within the Escrow Fund in accordance with the terms of the Escrow Agreement, provided however, if the Cash Shortfall Escrow Amount within the Escrow Fund is insufficient, Surviving Corporation shall be entitled to recover the remainder by set-off pursuant to Section 11.08.

Section 3.04. Effect on Company and Merger Sub Equity.

(a) Company Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any shares of Company Stock:

(i) each share of Common Stock issued and outstanding as of the Effective Time, other than Dissenting Shares and the Rollover Shares, shall, by virtue of the Merger and without any action on the part of the holders of Common Stock, be cancelled and terminated and converted into the right to receive an amount of cash equal to the Per Share Common Stock Consideration; and

(ii) each share of Common Stock held in the treasury of the Company, if any, and each share of Common Stock owned by Parent or any direct or indirect wholly owned subsidiary of Parent or of the Company immediately prior to the Effective Time, shall be cancelled and extinguished without any conversion thereof and no payment or distribution shall be made with respect thereto.

(b) Merger Sub Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any shares of Company Stock, each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation. The stock certificate evidencing shares of common stock of Merger Sub shall then evidence ownership of the outstanding share of common stock of the Surviving Corporation.

(c) Company Options. No Company Options shall be assumed by Parent Holdco, Parent or the Surviving Corporation. Immediately prior to the Effective Time, each Vested In-the-Money Company Option set forth in Section 4.04(c) of the Disclosure Letter shall terminate pursuant to an option termination agreement in the form attached hereto as Exhibit B (the "Option Termination Agreement") and upon execution and delivery of the Option Termination Agreement, the holder thereof shall be entitled to receive in connection with such termination an amount equal to the Per Share Option Consideration for each share of Common Stock subject to such Vested In-the-Money Company Option, subject to applicable withholding Taxes and in accordance with Section 3.05(f). At the Effective Time, all Company Options that are not Vested In-the-Money Company Options shall be canceled and terminate pursuant to their terms without any action on the part of such holder or the holder thereof receiving any consideration or amount in connection with such termination. At the Effective Time, the Common Stock Plan shall be terminated and the provisions in any other plan, program or arrangement providing for the issuance or grant of another interest in respect of the capital stock of the Company shall be of no further force and effect and shall be deemed to be deleted.

Section 3.05. Payment Procedures.

(a) From and after the Effective Time, the Surviving Corporation shall act as paying agent in effecting the payment of Merger Consideration in exchange for certificates which immediately prior to the Effective Time represented outstanding shares of Company Stock, other than the Rollover Shares ("Company Share Certificates"), and which were converted into the right to receive the applicable amount of Merger Consideration pursuant to Section 3.04(a). As soon as reasonably practicable following the date of this Agreement and in any event not less than ten (10) days before the Closing Date, the Company shall make available to any holder of Common Stock upon request a form of letter of transmittal acceptable to the

Parent (which shall specify that delivery shall be effected, and risk of loss and title to the Company Share Certificates shall pass, only upon proper delivery of the Company Share Certificates to the Surviving Corporation) (the "Letter of Transmittal") and instructions for use in effecting the surrender of a Company Share Certificate in exchange for the applicable amount of Merger Consideration pursuant to Section 3.04(a). If a holder surrenders to the Surviving Corporation a Company Share Certificate, together with such Letter of Transmittal duly executed, and such other documents required by this Agreement or the Letter of Transmittal, at least two (2) business days prior to the Closing Date and such holder is the record holder as of the Closing Date, then the holder of such Company Share Certificate shall be paid on the Closing Date cash in the amount such holder is entitled to pursuant to Section 3.04(a). Any holders who surrenders their Company Share Certificates and/or Letters of Transmittal later than two (2) business days prior to the Closing Date shall be paid as soon as reasonably practicable, in accordance with this Section 3.05. No interest will be paid or accrued on the consideration payable upon the surrender of the Company Share Certificates As promptly as practicable after the Effective Time, the Surviving Corporation shall mail to each record holder of Company Share Certificates a Letter of Transmittal to each record holder who has not previously submitted a duly executed Letter of Transmittal in a form approved by Parent and the Company and instructions for use in surrendering Company Share Certificates and receiving Merger Consideration pursuant to Section 3.04(a). At the Effective Time, Parent shall cause to be deposited in trust with the Surviving Corporation the aggregate amount of the Per Share Common Stock Consideration payable to all Company Security Holders (other than the Rollover Stockholder with respect to the Rollover Shares). Upon the surrender of each Company Share Certificate for cancellation to the Surviving Corporation, together with a properly completed Letter of Transmittal and such other documents as may be required by this Agreement or the Letter of Transmittal:

(i) Parent shall cause to be issued to the holder of such Company Share Certificate in exchange therefor cash in the amount such holder is entitled pursuant to Section 3.04(a), less the cash amount attributable to the Pro Rata Percentage of such holder of the Escrow Fund; and

(ii) the Company Share Certificates so surrendered shall forthwith be cancelled.

In the event of a transfer of ownership of shares of Common Stock that is not registered in the transfer records of the Company, the applicable cash amount may be issued to a person other than the person in whose name the Company Share Certificate so surrendered is registered if the Company Share Certificate representing such shares of Common Stock is presented to Parent, accompanied by all documents required to evidence and effect such transfer and evidence that (A) the shares are transferable and (B) any applicable stock transfer Taxes have been paid. Until surrendered as contemplated by this Article III, each Company Share Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon surrender the applicable Merger Consideration amount (subject to Section 3.07) with respect to the shares of Common Stock formerly represented thereby to which such holder is entitled pursuant to Section 3.05(a)(i), without interest.

(b) No Further Rights in Company Stock. The Merger Consideration paid upon the conversion of shares of Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Stock.

(c) No Liability. Neither Parent nor the Surviving Corporation shall be liable to any holder of shares of Common Stock for any cash amount properly and legally delivered to a public official pursuant to any abandoned property, escheat or similar Law.

(d) Withholding Rights. Each of the Surviving Corporation and Parent shall be entitled to deduct and withhold from the Merger Consideration otherwise payable pursuant to this Agreement to any person such amounts as it determines it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld by the Surviving Corporation or Parent, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such person in respect of which such deduction and withholding were made by the Surviving Corporation or Parent, as the case may be.

(e) Lost Certificates. If any Company Share Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact in a form acceptable to the Surviving Corporation by the person claiming such Company Share Certificate to be lost, stolen or destroyed, the Surviving Corporation shall issue in exchange for such affidavit of lost, stolen or destroyed Company Share Certificate, the applicable Merger Consideration amount to which such person is entitled pursuant to the provisions of this Article III.

(f) Company Options. At the Closing, Parent shall pay to the Company, for payment on the Closing Date to the holders of Vested In-the-Money Company Options who have delivered Option Termination Agreements, the amounts indicated on Section 3.02 of the Disclosure Letter that are payable to such holders on the Closing Date (which amounts shall reflect the subtraction of the Aggregate Exercise Price), less the cash amount attributable to the Pro Rata Percentage of such holder of the Escrow Fund, and subject to all applicable payroll or withholding Taxes.

(g) Sale Bonuses. At the Closing, Parent shall pay to the Company, for payment on the Closing Date to the Sale Bonus Recipients who have delivered the Joinder Agreement, the amounts indicated on Section 3.02 of the Disclosure Letter that are payable to such Sale Bonus Recipients on the Closing Date (which amounts shall reflect the subtraction of the aggregate exercise price that would have been payable under expired Company Options with respect to which Sale Bonuses are to be paid), subject to all applicable payroll or withholding Taxes, and less the cash portion of such Sale Bonuses amount attributable to the Pro Rata Percentages of such Sale Bonus Recipient of the Escrow Fund.

(h) Payments to Third Parties. Immediately following the Closing, Parent shall pay or cause to be paid (i) to the persons entitled thereto, all of the Company Indebtedness and (ii), subject to Section 3.05(g), above, to the persons entitled thereto, all of the Transaction Expenses, to the extent not paid or satisfied prior to the Closing Date.

Section 3.06. Stock Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Common Stock thereafter on the records of the Company. From and after the Effective Time, the holders of certificates representing shares of Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Company Stock, except as otherwise provided in this Agreement or by Law.

Section 3.07. Escrow Fund. Prior to or simultaneously with the Closing, the Recipients' Representative and Parent shall enter into an escrow agreement(s) substantially in the form of Exhibit C attached hereto (the "Escrow Agreement") with CSC Trust Company of Delaware (the "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, Parent shall deposit the Indemnity Escrow Amount and Cash Shortfall Escrow Amount into an escrow account, which account is to be managed by the Escrow Agent (the "Escrow Account"). Any cash in the Escrow Account and all interest and other amounts earned thereon are referred to herein as the "Escrow Fund." Distributions of any cash from the Escrow Account shall be governed by the terms and conditions of Sections 3.03(f) and 11.05 and the Escrow Agreement. The adoption of this Agreement and the approval of the Merger by the Company Stockholders and the execution of the Joinder Agreement by the Sale Bonus Recipients shall constitute approval of the Escrow Agreement and of all the arrangements relating thereto, including, without limitation, the placement of the Indemnity Escrow Amount and Cash Shortfall Escrow Amount in the Escrow Account and the appointment of the Recipients' Representative.

Section 3.08. Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary, shares of Common Stock that are outstanding immediately prior to the Effective Time and which are held by stockholders who have exercised and perfected appraisal rights for such shares of Common Stock in accordance with Section 262 of the DGCL (collectively, the "Dissenting Shares") shall not be converted into or represent the right to receive the applicable Merger Consideration pursuant to Section 3.04(a). Such stockholders shall be entitled to receive payment of the fair value of such shares in accordance with the provisions of Section 262 of the DGCL (and at the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and such holder shall cease to have any rights with respect thereto, except the right to receive the fair value of such Dissenting Shares in accordance with the provisions of Section 262 of the DGCL), unless and until such stockholders fail to perfect or effectively withdraw or otherwise lose their appraisal rights under the DGCL. All Dissenting Shares held by stockholders who fail to perfect or who effectively shall have withdrawn or lost their right to appraisal of such shares of Common Stock under the DGCL shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive the applicable Merger Consideration pursuant to Section 3.04(a), without any interest thereon, upon the surrender, in the manner provided in Section 3.05, including the provision for the Escrow Fund pursuant to Section 3.07, of the corresponding Company Share Certificate.

(b) The Company shall give Parent prompt notice of any notices of intent to demand appraisal, of any demands for appraisal received by the Company, attempted withdrawals of such demands, and any other related instruments served pursuant to the DGCL

and received by the Company. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

Section 3.09. Earnout.

(a) As contingent additional Merger Consideration, Parent shall pay to (i) the Recipients' Representative (for prompt distribution to the Company Stockholders of their Pro Rata Percentage and (ii) to the Surviving Corporation (for prompt payment via payroll, less applicable withholding Tax as determined by the Surviving Corporation, to the Company Option Holders and Sale Bonus Recipients of their Pro Rata Percentage), an aggregate amount in cash (the "Earnout Payment"), without interest, calculated as set out in the table below, if and to the extent 2013 EBITDA equals or exceeds

provided, however, that in no event shall the Earnout Payment exceed . For clarity, the Earnout Payment amounts in the table below are not cumulative; e.g., if 2013 EBITDA were to equal or exceed and be less than , the Earnout Payment would be , not

2013 EBITDA	Earnout Payment
Equal to or greater than	
Equal to or greater than	
Equal to or greater than	
Equal to or greater than	
Equal to or greater than	
Equal to or greater than	

(b) On or prior to April 30, 2014, Parent shall deliver to the Recipients' Representative a statement (an "Earnout Statement") setting forth (i) the 2013 EBITDA and (ii) the applicable Earnout Payment, if any. Such Earnout Statement shall be accompanied by audited consolidated financial statements of Parent and its subsidiaries, including the Company and the Business Subsidiaries, for the fiscal year ended December 31, 2013 (the "2013 Audited Financial Statements") and a certification from Parent's Chief Financial Officer that the Earnout Payment has been calculated in accordance with this Section 3.09. After the delivery of such

Earnout Statement and until final resolution of the applicable Earnout Payment hereunder, the Recipients' Representative shall have access during reasonable business hours upon prior written notice to those working papers and other accounting records of Parent, the Company and their respective Representatives reasonably relating to the Earnout Statement and the calculations set forth thereon. Unless Recipients' Representative, within 45 days after receipt of an Earnout Statement, gives Parent a notice objecting thereto and specifying, in detail, the basis for each such objection and the amount in dispute (an "Earnout Objection"), such Earnout Statement and the applicable Earnout Payment resulting therefrom shall be final and binding upon Parent, the Recipients' Representative and the Recipients.

(c) If a timely Earnout Objection is received by Parent, then the Earnout Statement (as revised in accordance with clause (1) or (2) below) shall become final and binding upon the parties on the earlier of (1) the date the Recipients' Representative and Parent resolve in writing any differences they have with respect to any matter specified in the Earnout Objection and (2) the date any matters properly in dispute are finally resolved in writing by the Settlement Accountants. During the 30 days immediately following the delivery of an Earnout Objection, the Recipients' Representative and Parent shall seek in good faith to resolve in writing any differences that they may have with respect to any matter specified in the Earnout Objection. At the end of such 30-day period, each of the Recipients' Representative and Parent shall submit to the Settlement Accountants for review and resolution any and all matters (but only such matters) which remain in dispute and which were properly included in the Earnout Objection, conveying in reasonable detail its respective position of how the unresolved items should be resolved and the resulting net dollar amount if so resolved in its favor. Parent and the Recipients' Representative shall instruct the Settlement Accountants not to assign a value to any item in dispute greater than the greatest value for such item assigned by Parent, on the one hand, or the Recipients' Representative, on the other hand, or less than the smallest value for such item assigned by Parent, on the one hand, or the Recipients' Representative, on the other hand. Parent and the Recipients' Representative shall also instruct the Settlement Accountants to make its determination based solely on presentations by Parent and the Recipients' Representative that are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Earnout Statement and the resulting Earnout Payment shall become final and binding on the parties hereto on the date the Settlement Accountants deliver their final resolution in writing to Parent and the Recipients' Representative (which final resolution shall be requested by the parties to be delivered not more than 45 days following submission of such disputed matters) and shall not be subject to further review, challenge or adjustment absent fraud.

(d) The Recipients' Representative, on behalf of the Recipients (on the one hand), and Parent (on the other hand) shall pay their or its own costs and expenses incurred in connection with this Section 3.09. All of the fees and expenses of the Settlement Accountants pursuant to Section 3.09(c) shall be borne by the party (i.e., Recipients, on the one hand, or Parent, on the other hand) that assigned amounts to items in dispute that were, on a net basis, furthest in amount from the amount finally resolved by the Settlement Accountants in accordance with Section 3.09(c), or equally by the Parent and the Recipients if the determination by the Settlement Accountants is equidistant between the determination of the parties, as determined by reference to the final Earnout Payment. (By way of example only of the application of the immediately preceding sentence: if (x) the Recipients' Representative assigns

values to the disputed items submitted to the Settlement Accountants in accordance with Section 3.09(c) such that the Earnout Payment would be if the Settlement Accountants resolved all of the submitted disputes in the Recipients' Representative's favor (to the full extent), (y) Parent maintains that the Earnout Payment is pursuant to the Earnout Statement and (z) the Settlement Accountants' final resolution of the disputed items in accordance with Section 3.09(c) is that the Earnout Payment is then Parent and the Recipients' Representative shall share equally the fees and expenses of the Settlement Accountants incurred by the parties under this Section 3.09; on the other hand, if the Settlement Accountants' final resolution of the disputed items in accordance with Section 3.09(c) is that the Earnout Payment is then Parent would pay all of the fees and expenses of the Settlement Accountants incurred by the parties under this Section 3.09(c)).

(e) Promptly upon final determination of the Earnout Payment, if any, but in any event within ten (10) business days of such determination, Parent shall pay, by wire transfer of immediately available funds pursuant to written instructions delivered to Parent by the Recipients' Representative, an aggregate amount equal to the Earnout Payment, without interest, to (i) the Recipients' Representative, for prompt distribution to the Company Stockholders of their Pro Rata Percentage of the Earnout Payment, and (ii) to the Surviving Corporation, for prompt payment via payroll, less applicable withholding Tax as determined by the Surviving Corporation, to the Company Option Holders and the Sale Bonus Recipients of their Pro Rata Percentage of the Earnout Payment.

(f) From the Closing Date to and including December 31, 2013, except as set forth on Section 3.09(f) of the Disclosure Letter, (i) the Company and the Business Subsidiaries shall continue to operate their businesses through the legal entities that exist as of the Closing Date and (ii) Parent shall use its commercially reasonable best efforts to cause the Company and the Business Subsidiaries to operate their businesses and conduct their financial and actuarial matters, in all material respects measured on a consolidated basis, in a manner consistent with their practices prior to the Closing Date.

(g) Parent and its subsidiaries and affiliates shall not be liable for any claim by the Recipients' Representative or the Recipients in respect of any one or more actions taken (or not taken) or decisions made by Parent or any of its subsidiaries or affiliates in connection with the operation of the businesses of the Company and the Business Subsidiaries, claiming that such actions or decisions (or lack thereof) had the effect of preventing the Recipients from earning all or any portion of the Earnout Payment that they might have otherwise earned, provided that nothing in this paragraph shall impair the right of the Recipients' Representative, acting on behalf of the Recipients, to enforce Parent's express obligations contained in this Section 3.09.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY WITH RESPECT TO THE MERGER

The Company hereby represents and warrants to Parent Holdco, Parent and Merger Sub that the statements contained in this Article IV are true and correct except as set forth in the

Disclosure Letter (provided that any fact or item disclosed in the Disclosure Letter with respect to one representation or warranty shall be deemed to be disclosed with respect to each other representation or warranty in this Agreement to which its applicability is readily apparent from the face of the disclosure).

Section 4.01. Organization and Qualification.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own, lease and otherwise hold and operate its properties and other assets and to carry on its business as it is now being conducted.

(b) Each subsidiary of the Company is listed on Section 4.01(b) of the Disclosure Letter (the "Business Subsidiaries", and each a "Business Subsidiary"), and each such entity is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has all requisite corporate power and authority to own, lease and otherwise hold and operate its properties and other assets and to carry on its business as it is now being conducted.

(c) The Company or, as applicable, the Business Subsidiaries are duly qualified as a foreign corporation to do business, and each is in good standing, in each jurisdiction where the nature of its business makes such qualification necessary, except for failures to be so qualified and in good standing that are, individually or in the aggregate, not material to the Company or any Business Subsidiary.

(d) Section 4.01(d) of the Disclosure Letter sets forth each jurisdiction where the Company or a Business Subsidiary, as applicable, is qualified as a foreign corporation.

Section 4.02. Certificate of Incorporation and Bylaws. The Company has made available to Parent a complete and correct copy of the certificate or articles of incorporation and the bylaws of the Company and each Business Subsidiary, including all amendments thereto. Such certificates or articles of incorporation and bylaws are in full force and effect.

Section 4.03. Subsidiaries. Other than the Business Subsidiaries, neither the Company nor any of the Business Subsidiaries own, of record or beneficially, or control any direct or indirect equity or other interest (whether equity or debt), or any right (contingent or otherwise) to acquire the same, in any corporation, partnership, limited liability company, joint venture, association or other entity.

Section 4.04. Capitalization.

(a) The authorized capital stock of the Company consists solely of 10,000 shares of Common Stock, of which 9,200 shares of Common Stock are issued and outstanding, all of which have been duly authorized and are validly issued, are fully paid and nonassessable, and no shares of Common Stock are held in the treasury of the Company. There are no other shares of capital stock outstanding. The outstanding shares of Common Stock are owned as set forth in Section 4.04(a) of the Disclosure Letter. Neither the Company nor any Business Subsidiary has any Liability for any accrued or unpaid dividend.

(b) The Company has reserved an aggregate of 225 shares of Common Stock for issuance under the Common Stock Plan, of which options to purchase 225 shares of Common Stock are outstanding, and 0 shares of Common Stock remain available for issuance.

(c) Other than the Company Options as set forth in Section 4.04(c) of the Disclosure Letter, there are no options, warrants, calls, demands, phantom stock rights, equity appreciation rights, redemption rights or other rights, agreements arrangements or commitments to issue capital stock of the Company or obligating the Company to issue or sell or repurchase any share of capital stock of, or other equity interest in, the Company. All shares of Common Stock so subject to issuance, upon issuance in accordance with the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable. Section 4.04(c) of the Disclosure Letter sets forth a complete and accurate list of all outstanding Company Options, indicating with respect to each such Company Option the name of the holder thereof, the number of shares of Common Stock subject to such Company Option, the exercise price, the date of grant and the number of Vested In-the-Money Company Options.

(d) The Company does not have outstanding any bonds, debentures, notes or other debt obligations the holders of which have the right to vote, or which are convertible into or exercisable for securities having the right to vote, with the stockholders of the Company on any matter.

(e) There has been no dividend by the Company on or after January 1, 2012 except the Company dividend declared on December 12, 2012 and paid prior to January 31, 2013. Such December 2012 dividend was made in the ordinary course, consistent with past practice.

(f) Each of the Business Subsidiaries is wholly owned by the Company, whether directly or through another Business Subsidiary that is wholly owned (directly or through another Business Subsidiary) by the Company, and such ownership is free and clear of all Liens other than Permitted Encumbrances. Except as set forth on Section 4.04(f) of the Disclosure Letter, the Company does not have, and since September 4, 2002 has not had, any subsidiaries other than the Business Subsidiaries. The authorized capital stock of the Business Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable. There are no options, warrants or other rights, agreements, arrangements or commitments of any character, whether or not contingent, relating to the issued or unissued capital stock of the Business Subsidiaries or obligating any Business Subsidiary to issue or sell or repurchase any share of capital stock of, or other equity interest in, the Business Subsidiaries. Except as set forth in Section 4.04(f) of the Disclosure Letter, there are no restrictions on the ability of any Business Subsidiary to make distributions of cash to its equity holders.

(g) Since September 4, 2002, neither the Company nor any Business Subsidiary is the successor by merger or by operation of law to any other entity, and neither the Company nor any Business Subsidiary has since September 4, 2002 acquired all or substantially all of the assets of any other entity.

Section 4.05. Authority Relative to This Agreement. The Company has all necessary corporate power and authority to execute this Agreement and, subject to obtaining the necessary approvals of the Company Stockholders, to perform its obligations hereunder and to consummate the Merger and the other transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company and the consummation by the Company of the Merger and the consummation by the Company of the other transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement, other than the approval and adoption of this Agreement and the Merger by the Company Stockholders as described in Section 4.08 hereof and the filing and recordation of appropriate merger documents as required by the DGCL. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by Parent Holdco, Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity.

Section 4.06. No Conflict; Required Filings; Consents.

(a) Except as set forth in Section 4.06(a) of the Disclosure Letter, the execution and delivery of this Agreement by the Company does not, and the performance of this Agreement by the Company will not, (i) conflict with or violate the Certificate of Incorporation or Bylaws of the Company or the Business Subsidiaries, (ii) assuming that all consents, approvals, authorizations, notices and other actions described in Section 4.06(b) of the Disclosure Letter have been obtained or made and all filings and obligations described in Section 4.06(b) of the Disclosure Letter have been complied with, conflict with or violate any Law in any material respect, applicable to the Company or any of its Business Subsidiaries, or by which any property or asset of the Company or any of its Business Subsidiaries is bound or affected, or (iii) assuming that all consents, approvals, authorizations, notices and other actions described in Section 4.06(b) of the Disclosure Letter have been obtained or made and all filings and obligations described in Section 4.06(b) of the Disclosure Letter have been complied with, conflict with, result in any breach, in any material respect, of or constitute a default, in any material respect (or an event which with notice or lapse of time or both would become a default, in any material respect) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of the Company or any Business Subsidiary, pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company or any Business Subsidiary is a party.

(b) Except as set forth in Section 4.06(b) of the Disclosure Letter, the execution and delivery of this Agreement by the Company does not, and the performance of this Agreement by the Company will not, require any (i) consent, approval, order, permit, or authorization from, or registration, notification or filing with, any Governmental Entity (excluding any health maintenance organization or client counterparty to a contract or agreement of the Company or any Business Subsidiary), except (A) the filing and recordation of appropriate merger documents as required by the DGCL, (B) the Form A Filings and approval thereof by

each of the Applicable Departments of Insurance, or (C) such other consents, approvals, orders, permits, authorizations, registrations, notifications or filings, which if not obtained or made would not, individually or in the aggregate, be material to the Company or any Business Subsidiary or prevent or materially delay the consummation of the transactions contemplated by this Agreement, or (ii) consent, notification or approval of any other Person (including any health maintenance organization or client counterparty to a contract or agreement of the Company or any Business Subsidiary), except for such consents, notifications or approvals that would not, individually or in the aggregate, be material to the Company or any Business Subsidiary if not obtained or made or prevent or materially delay the consummation of the transactions contemplated by this Agreement.

Section 4.07. Board Approval. The Company Board, by resolutions duly adopted, and not thereafter modified or rescinded, by unanimous vote with no abstentions at a meeting duly called and held, has (a) determined that this Agreement is fair and declared it advisable, (b) approved the execution, delivery and performance by the Company of this Agreement and the consummation of the Merger and (c) resolved to recommend adoption of this Agreement by all Company Stockholders.

Section 4.08. Stockholder Approval. The affirmative vote or action by written consent of the holders of a majority of the outstanding shares of Common Stock and the prior written consent of Block Vision Holdings, LLC (the "Required Vote") are the only vote or consent required of the Company's stockholders under the DGCL, the Company's certificate of incorporation or the Company's bylaws and any other agreement, including that certain Stockholders Agreement, dated September 4, 2002, by and among the Company, Block Vision Holdings, LLC and each Company Option Holder party thereto (the "Stockholders Agreement"), to adopt this Agreement.

Section 4.09. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the origination, negotiation or execution of this Agreement, the Merger or the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

Section 4.10. Sale Bonuses. Except as set forth on Section 4.10 of the Disclosure Letter (collectively, "Sale Bonuses") or on Section 7.01 of the Disclosure Letter, the Company will not, and does not intend or have any obligation to, pay any bonuses or award any compensation or other rights to payment contingent upon the consummation of the Contemplated Transactions.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMPANY WITH RESPECT TO THE BUSINESS

The Company hereby represents and warrants to Parent Holdco, Parent and Merger Sub that the statements contained in this Article V are true and correct except as set forth in the Disclosure Letter (provided that any fact or item disclosed in the Disclosure Letter with respect to one representation or warranty shall be deemed to be disclosed with respect to each other

representation or warranty in this Agreement to which its applicability is readily apparent from the face of the disclosure).

Section 5.01. Permits; Compliance With Laws.

(a) Except as set forth in Section 5.01(a) of the Disclosure Letter, during the last five years, each of the Company and the Business Subsidiaries has been in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, registrations, waivers, decrees, approvals and Orders of any Governmental Entity necessary under applicable Laws for it to own, lease and otherwise hold and operate its properties and other assets in connection with the Business and to carry on the Business as it is now being conducted (the "Company Permits"). Solely for purposes of the foregoing sentence, failure to possess any such "material" Company Permit shall mean a failure that, individually or in the aggregate, results in either (A) a Company Material Adverse Effect or (B) $ of Losses (excluding from Losses any Losses directly relating to the preparation and submission of filings to obtain Company Permits that are not held by the Company or any Business Subsidiary). Section 5.01(a) of the Disclosure Letter lists all Company Permits (excluding the Insurance Licenses, as defined in Section 5.01(b) below), all of which are in full force and effect and will remain so after the Closing and no suspension, revocation, limitation or cancellation of any Company Permit is pending or, to the knowledge of the Company, threatened. Except as set forth in Section 5.01(a) of the Disclosure Letter, neither the Company nor any Business Subsidiary has knowledge of nor received during the last five years any written notice or other written communication from any Governmental Entity regarding (i) any actual or possible violation of or failure to comply with any term or requirement of any Company Permit or any applicable Law, or (ii) any actual or possible revocation, withdrawal, suspension, revocation, limitation cancellation, termination or modification of any Company Permit. Section 5.01(a) of the Disclosure Letter contains a complete list of all required notices and/or filings related to the Company Permits as a result of the Merger.

(b) Section 5.01(b) of the Disclosure Letter hereto contains a true and correct list of each state in which each Business Subsidiary is licensed under state insurance laws to conduct an insurance business, including, but not limited to, as a health maintenance organization, organized delivery system, limited service health organization, a preferred provider network, a third party administrator, a producer, or a claims adjuster (the license types referred to in the foregoing clause are referred to herein collectively as, the "Insurance Licenses") and the Business Subsidiaries holding such Insurance Licenses are referred to herein collectively as the "Insurance Business Subsidiaries." Except as set forth in Section 5.01(b) of the Disclosure Letter, during the past five years (i) neither the Company nor any Insurance Business Subsidiary has received any notice regarding the Deficiency of any such Insurance License; (ii) the Company does not have any knowledge of any threatened Deficiency action or suspension or termination therewith; and (iii) no investigation or proceeding is pending or, to the knowledge of the Company, threatened, that would be reasonably likely to result in the imposition of a Deficiency or any revocation or suspension, or any adverse modification, limitation or restriction of any such Insurance License. Except as set forth in Section 5.01(b) of the Disclosure Letter, all such Insurance Licenses are duly issued, valid, in full force and effect and authorize the applicable Business Subsidiaries to transact the business permitted under such Insurance License, without restriction, condition or qualification of any kind other than those restrictions, conditions

or qualifications generally applicable to the respective licensee. Section 5.01(b) of the Disclosure Letter contains a complete list of all required material notices and/or filings related to the Insurance Licenses as a result of the Merger.

(c) Except as set forth in Section 5.01(c) of the Disclosure Letter and except for Tax Matters, which are separately addressed in Section 5.08, (i) the operations and activities of the Company and the Business Subsidiaries comply in all material respects, and have complied in all material respects for the past five years, with all applicable Laws and Orders and (ii) the Company and the Business Subsidiaries have not received written notice from and/or entered into any agreement with any Governmental Entity regarding non-compliance with Laws by the Company and/or any Business Subsidiary. As of the date hereof (i) each of Block Vision of Texas, Inc. and Vision Insurance Plan of America, Inc. maintains risk based capital equal to or greater than the minimum required under applicable Laws and Orders and (ii) all other Insurance Business Subsidiaries maintain net worth equal to or greater than the minimum required under applicable Laws and Orders. Except as set forth in Section 5.01(c) of the Disclosure Letter, during the last three years (i) no Insurance Business Subsidiary has submitted to any Governmental Entity any filing in which the stated capital and surplus or net worth was not equal to or greater than the minimum required under Applicable Laws and Orders, and (ii) no Governmental Entity has asserted that any SAP Subsidiary or Insurance Business Subsidiary has failed to maintain such required minimum capital surplus or net worth (as applicable).

(d) Neither the Company nor any Business Subsidiary has, directly or indirectly, made any contribution or paid or delivered, or committed itself to pay or deliver, any bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature, whether in money, property or services, to any person that in any manner is related to the Business or operations of the Company or any Business Subsidiary.

(e) Neither the Company, nor any Business Subsidiary has at any time directly contracted with the Centers for Medicare & Medicaid Services or any state Medicaid agency, the federal TriCare Program and any other similar, predecessor or successor federal or state healthcare payment programs with or sponsored by any Governmental Entity (excluding any health maintenance organization or client counterparty to a contract or agreement of the Company or any Business Subsidiary) (a "Government Health Plan").

(f) The issued and outstanding shares of capital stock of the Company and Business Subsidiaries were issued in compliance with all applicable federal and state securities Laws and any preemptive rights or rights of first refusal of any Person.

Section 5.02. Financial Statements.

(a) True and complete copies of (i) the audited consolidated balance sheet and related consolidated statements of income, shareholders' (deficit) equity and cash flows of the Company as of and for the years ended December 31, 2012 (the "Audited Balance Sheet Date", and the audited consolidated balance sheet of the Company as of December 31, 2012, being the "Audited Balance Sheet"), December 31, 2011, and December 31, 2010, and (ii) the unaudited consolidated balance sheet of the Company as of May 31, 2013, and the related consolidated statements of income and cash flows of the Company for the five (5)-month period ended May

31, 2013 (collectively, the "Financial Statements"), are attached as Section 5.02(a) of the Disclosure Letter. The Financial Statements, including, in each case, any notes thereto, were derived from the books and records regularly maintained by the Company, have been prepared in accordance with GAAP, and present fairly, in all material respects, the consolidated financial position and results of operations of the Company as at the respective dates thereof and for the respective periods indicated therein subject, in the case of unaudited statements, to normal and recurring year-end adjustments and the omission of footnotes.

(b) Neither the Company nor any Business Subsidiary has any Indebtedness.

(c) Neither the Company nor any Business Subsidiary has any debts, liabilities, obligations or commitments of any kind or nature, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated or determined or determinable, including, without limitation, those arising under any Law, Proceeding or Order, Liabilities for Taxes and those Liabilities arising under any Material Contract ("Liabilities") other than Liabilities (i) recorded or reserved against on the Audited Balance Sheet, (ii) incurred since December 31, 2012, in the Ordinary Course of Business (none of which relates to breach of contract, breach of warranty, tort, infringement or violation of Law), including, without limitation, client or provider payment adjustments in the Ordinary Course of Business, (iii) contemplated by this Agreement, including Transaction Expenses, and (iv) relating to performance obligations under the Material Contracts (none of which relates to a breach of or default under such contracts). The reserves, if any, reflected on the Financial Statements are, in all material respects, adequate, appropriate and reasonable for their purposes, including without limitation, litigation reserves, if any.

(d) Except as set forth on Section 5.02(d) of the Disclosure Letter, all accounts receivable, notes receivable and other receivables of the Company and the Business Subsidiaries represent sales actually made or services performed in the Ordinary Course of Business or valid claims as to which full performance has been rendered by the Company or the Business Subsidiaries, as applicable and have been collected or are collectable in the book amounts thereof. Except as set forth on Section 5.02(d) of the Disclosure Letter, there are no disputes with respect to any of the accounts receivable, notes receivable and other receivables reflected on the Audited Balance Sheet that have not been reserved for in the Financial Statements. The reserve on the Financial Statements against bad debts has been calculated in accordance with GAAP and in a manner consistent with past practice. The Company has not received written notice of any counter claims, defenses or offsetting claims with respect to the accounts receivable, notes receivable and other receivables of the Company or any Business Subsidiary and to the knowledge of the Company, none are threatened.

(e) The Company has made available to Parent true and correct copies of the SAP Subsidiaries' (i) annual financial statements prepared in accordance with SAP for the years ended December 31, 2009, December 31, 2010, December 31, 2011 and December 31, 2012 and (ii) quarterly financial statement prepared in accordance with SAP for the quarter ended March 31, 2013, in each case as and to the extent required to be filed with each Applicable Department of Insurance (the "Statutory Statements"). The financial statements included within the Statutory Statements have been prepared in accordance with SAP, have been derived from the books and records of each SAP Subsidiary, and present fairly in all material respects the statutory financial

position of each SAP Subsidiary at the respective dates thereof and the statutory results of operations and cash flows of each SAP Subsidiary for the periods then ended, in each case after giving effect to specific adjusting entries noted in the unconsolidated audited annual financial statements of the respective SAP Subsidiaries made to reconcile the Statutory Statements to the unconsolidated audited annual financial statements for the periods then ended. True and correct copies of all relevant unconsolidated audited annual financial statements noting such adjusting entries have been made available to Parent. Each of the Statutory Statements (A) complied in all material respects with the requirements of Applicable Insurance Code as of the date of its filing, and (B) was filed with or submitted to the Applicable Department of Insurance in a timely manner on forms prescribed or permitted by that Governmental Entity at the time of the filing. Except as set forth in Section 5.02(e) of the Disclosure Letter, no material deficiency has been asserted with respect to the Statutory Statements by the Applicable Department of Insurance or any other Governmental Entity.

(f) All reserves and other provisions made for claims benefits and amounts payable by each SAP Subsidiary to an insured, reinsurer, provider, or plan, whether reported or incurred but not reported, as established or reflected on the Statutory Statements were determined in all material respects in accordance with generally accepted actuarial standards consistently applied, were based on actuarial assumptions and the relevant policy and contract provisions, are fairly stated in accordance with sound actuarial principles, determined in accordance with the provisions of each SAP Subsidiary's insurance policies, reinsurance contracts and network agreements, and are in compliance with the requirements of SAP and applicable Laws and satisfied in all material respects the requirements for reserves established by the Applicable Department of Insurance, except as otherwise noted.

(g) Section 5.02(g) of the Disclosure Letter sets forth the Company's calculation of the risk based capital requirements of the NAIC with respect to each of Block Vision of Texas, Inc. and Vision Insurance Plan of America Inc. as of December 31, 2012 and March 31, 2013.

Section 5.03. Absence of Litigation. Except as set forth in Section 5.03 of the Disclosure Letter, during the past five years, neither the Company or any Business Subsidiary has been a party to any Proceeding or subject to any Order nor, to the knowledge of the Company, is any Proceeding threatened by or against the Company or any Business Subsidiary or by or against any of the past or present officers or directors of the Company or any Business Subsidiary with respect to their activities on behalf of the Company or any Business Subsidiary, nor is there a reasonable basis for any such Proceeding (other than reviews, investigations and other inquiries made by applicable insurance regulatory authorities in the Ordinary Course of Business that would not, individually or in the aggregate, have a Company Material Adverse Effect). Except as expressly set forth in Section 5.03 of the Disclosure Letter, all outstanding matters listed in Section 5.03 of the Disclosure Letter are covered by insurance, and would not, individually or in the aggregate, cause a Company Material Adverse Effect.

Section 5.04. Employee Benefit Plans; Labor Matters.

(a) Section 5.04(a) of the Disclosure Letter contains a true and complete list of all employees currently employed by the Company or one of the Business Subsidiaries

(collectively, the "Company Employees"), including with respect to each such Company Employee their title, date of hire, active or inactive status, and compensation, and the Company has made available to Parent the compensation of each such Company Employees, which list is true and correct as of the date hereof.

(b) Section 5.04(b) of the Disclosure Letter contains a true and complete list of all natural persons who currently serve, or have served since January 1, 2012, as independent contractors or consultants and who have provided services to the Company or one of its Business Subsidiaries with annual payments greater than $ for 2012 or 2013 ("Company Consultants"), but, for avoidance of doubt, not including Providers or legal, accounting, tax or insurance advisors engaged by the Company. None of the Company Consultants is eligible to receive benefits under any Company Plan.

(c) Section 5.04(c) of the Disclosure Letter lists all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and all employment, bonus, stock option, stock purchase, stock appreciation right, restricted stock, phantom stock, incentive, deferred compensation, retiree medical, disability or life insurance, cafeteria benefit, dependent care, disability, director or employee loan, fringe benefit, sabbatical, supplemental retirement, severance, change in control, salary continuation, retirement, pension, profit sharing or other benefit plans, contracts, programs or arrangements (i) in which any Company Employee, as of immediately prior to the Effective Time, is or is eligible to be a participant or otherwise receives or is eligible to receive benefits under, whether sponsored, contributed to or maintained by the Company, a Business Subsidiary or any Company ERISA Affiliate or (ii) with respect to which the Company, any Business Subsidiary or any Company ERISA Affiliate has, or may have, as of immediately prior to the Effective Time, any obligation or Liability, contingent or otherwise (each, a "Company Plan," and collectively, the "Company Plans").

(d) The Company has made available to Parent a true and complete copy of all plan documents for each Company Plan that remains in effect (or, in the case of an unwritten Company Plan, a written description of the material elements thereof to the understanding of the Company) entered into by the Company since January 1, 2008 and, to the extent applicable, a true and complete copy of (i) each trust or other funding arrangement currently in effect, (ii) each summary plan description and summary of material modifications with respect to each Company Plan currently in effect, (iii) the two most recent annual reports (Form 5500 series and all schedules and financial statements attached thereto), if any, required under ERISA or the Code in connection with each Company Plan, (iv) the most recently received Internal Revenue Service determination letter for each Company Plan intended to qualify under the Code, and (v) each form of notice of grant and stock option agreement used to document outstanding Company Options.

(e) Neither the Company nor any Company ERISA Affiliate currently has, and within the past seven years has not had, an obligation to contribute to a "defined benefit plan" as defined in Section 3(35) of ERISA, a pension plan subject to the funding standards of Section 302 of ERISA or Section 412 of the Code, a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code. For purposes of this Agreement,

"Company ERISA Affiliate" means any trade or business (whether or not incorporated) (i) under common control within the meaning of Section 4001(b)(1) of ERISA with the Company or (ii) which, together with the Company, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

(f) Except as set forth in Section 5.04(f) of the Disclosure Letter, no Company Plan provides, or reflects or represents any Liability to provide, retiree health, disability, or life insurance benefits to any person for any reason after termination of employment, except as may be required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), or other applicable statute, and the Company has not in the past three years represented, promised or contracted to any employee or any other person that such employee or other person would be provided with retiree health, disability, or life insurance benefits, except to the extent required by statute.

(g) Since September 4, 2002, each Company Plan has been materially maintained, administered and operated in accordance with its terms, any related documents or agreements and the requirements of all applicable Laws, regulations and rules promulgated thereunder including, without limitation, ERISA and the Code. No action, claim or Proceeding is pending or, to the knowledge of the Company, threatened with respect to any Company Plan, other than claims for benefits in the Ordinary Course of Business, nor is there any basis for any material action, claim or proceeding. Since September 4, 2002, there have been no prohibited transactions or breaches of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Company Plans that could result in any Liability or excise tax under ERISA or the Code being imposed on the Company or any Business Subsidiary.

(h) Each Company Plan intended to qualify under Section 401(a) or Section 401(k) of the Code and each trust intended to qualify under Section 501(a) of the Code is so qualified and either has (i) received a favorable determination, opinion, notification or advisory letter from the Internal Revenue Service with respect to each such Company Plan as to its qualified status under the Code, including all amendments to the Code effected by the Tax Reform Act of 1986 and subsequent legislation, and no fact or event has occurred since the date of such determination letter or letters from the Internal Revenue Service to materially adversely affect the qualified status of any such Company Plan or the exempt status of any such trust, or (ii) is an adopted prototype plan and the prototype has a favorable determination letter or (iii) remaining a period of time under applicable Treasury regulations or Internal Revenue Service pronouncements in which to apply for such a letter and make any amendments necessary to obtain a favorable determination as to the qualified status of each such Company Plan.

(i) (i) The Company is not a party to any collective bargaining agreement or other labor union contract applicable to persons employed by the Company or in the Company's business and there are no organizational campaigns, petitions or other unionization activities seeking recognition of a collective bargaining unit that could affect the Company; (ii) there are no controversies, strikes, slowdowns or work stoppages pending or, to the knowledge of the Company, threatened between the Company and any of its employees, and the Company has not experienced any such controversy, strike, slowdown or work stoppage within the past three years; (iii) the Company has not breached or otherwise failed to comply with the provisions

of any collective bargaining or union contract and there are no grievances outstanding against the Company under any such agreement or contract; (iv) the Company is not a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Entity relating to employees or employment practices; (v) there is no charge or Proceeding with respect to a material violation of any occupational safety or health standards that has been asserted or is now pending or, to the knowledge of the Company, threatened with respect to the Company; and (vi) there is no charge of discrimination in employment or employment practices for any reason, including, without limitation, age, gender, race, religion or other legally protected category, which has been asserted against the Company since January 1, 2008 or that is now pending or, to the knowledge of the Company, threatened before the United States Equal Employment Opportunity Commission or any other Governmental Entity.

(j) Except as set forth in Section 5.04(j) of the Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, either alone or together with a termination of service, will (i) result in any payment (including, without limitation, severance, golden parachute, forgiveness of indebtedness or otherwise) becoming due from the Company or any Business Subsidiary to any current or former officer, employee, director or consultant (or dependents of such persons), whether or not such payment is contingent, (ii) increase any benefits otherwise payable under any Company Plan or (iii) result in the acceleration of the time of payment, vesting or funding of any benefits, including, but not limited to, the acceleration of the vesting and exercisability of any Company Option, whether or not contingent. There is no agreement, contract or arrangement to which the Company or any Business Subsidiary is a party that could, individually or collectively, result in the payment of any amount that would not be deductible by reason of Section 280G, as determined without regard to Section 280G(b)(4) of the Code.

(k) With respect to each group health plan benefiting any current or former employee of the Company or any Company ERISA Affiliate that is subject to Section 4980B of the Code, since September 4, 2002, the Company and each Company ERISA Affiliate has complied in all material respects with the continuation coverage requirements of Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA. The Company has and continues to maintain stop loss insurance with respect to its self-funded group health plan in amounts and upon terms consistent with the Company's past practices.

(l) No Company Plan is or was, during the last seven years, funded through a "welfare benefit fund" as defined in Section 419(e) of the Code, and no benefits under any Company Plan are or, during the past seven years, have been provided through a voluntary employees' beneficiary association (within the meaning of subsection 501(c)(9) of the Code) or a supplemental unemployment benefit plan (within the meaning of Section 501(c)(17) of the Code).

(m) All contributions, transfers and payments by the Company in respect of any Company Plan, other than transfers incident to an incentive stock option plan within the meaning of Section 422 of the Code, have been or are fully deductible under the Code.

(n) All (i) insurance premiums required to be paid with respect to, (ii) benefits, expenses, and other amounts due and payable under, and (iii) to the knowledge of the

Company, contributions, transfers, or payments required to be made to, any Company Plan prior to the Closing Date will have been paid, made or accrued on or before the Closing Date.

(o) Except as set forth on Section 5.04(o) of the Disclosure Letter, with respect to any insurance policy providing funding for benefits under any Company Plan, (i) there is no Liability of the Company or any Business Subsidiary in the nature of a retroactive rate adjustment, loss sharing arrangement, or other actual or contingent Liability, nor would there be any such Liability if such insurance policy was terminated on the date hereof, and (ii) no insurance company issuing any such policy is in receivership, conservatorship, liquidation or similar Proceeding and, to the knowledge of the Company, no such Proceedings with respect to any such insurer are imminent.

(p) Neither the Company nor any Business Subsidiary has agreed or committed to institute any plan, program, arrangement or agreement for the benefit of employees or former employees of the Company or any Business Subsidiary other than the Company Plans, or to make any amendments to any of the Company Plans other than amendments required by Law, in each case other than agreements or commitments that have been fully performed or satisfied as of the date hereof.

(q) Except as set forth in Section 5.04(q) of the Disclosure Letter, the Company or a Business Subsidiary has reserved all rights necessary to amend or terminate each of welfare plan sponsored by the Company without the consent of any other Person.

(r) Except as set forth in Section 5.04(r) of the Disclosure Letter, no Company Plan provides benefits to any individual who is not a current or former employee of the Company or a Business Subsidiary or the dependents or other qualified beneficiaries of any such current or former employee.

(s) Each Company Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in accordance with Section 409A of the Code and applicable published guidance thereunder or is subject to a compliance exemption. No payment to be made under any Company Plan is or will be subject to the penalties or Section 409A(a)(1) of the Code. Neither the Company nor any Subsidiary has any obligations to any employee, consultant or independent contractor to make any reimbursement or other payment with respect to any tax imposed under Section 409A of the Code.

(t) No Company Plan is subject to the Laws of any jurisdiction outside the United States.

(u) The representations and warranties of this Section 5.04 are the sole and exclusive representations and warranties of the Company concerning Company Plans.

Section 5.05. Contracts.

(a) Section 5.05(a) of the Disclosure Letter lists each of the following written contracts and agreements currently in effect to which the Company or the Business Subsidiaries is party:

(i) any written consulting agreement with any Company Consultant (other than agreements with Providers) or any employment agreement with any executive officer or other employee of the Company or any Business Subsidiary, in each case providing for annual payments or salary in excess of $, and any collective bargaining agreement or contract with any labor union or other employee organization;

(ii) any contract or plan, including, without limitation, any Company Plan or employee agreement, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement (either alone or upon the occurrence of additional or subsequent events) or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement (either alone or upon the occurrence of additional or subsequent events);

(iii) any contract with a Top Customer, except for ancillary contracts with such Top Customers that do not contain terms and conditions material to the economic or noneconomic relationship between such Top Customer and the Company or any of its Business Subsidiaries;

(iv) any contract with a Top Network Provider;

(v) contracts pursuant to which the Company or any of its Business Subsidiaries has granted a right of first refusal, first negotiation, most favored nation pricing or other similar terms;

(vi) any partnership or joint venture agreements;

(vii) each contract and agreement for the purchase or use of personal property providing for payments by the Company or any of its Business Subsidiaries of more than $ in the aggregate;

(viii) contracts pursuant to which the Company or any of its Business Subsidiaries grant to or receive from any person the right to use any Intellectual Property, other than as relates to "off the shelf" Software or other agreements for Intellectual Property commercially available on reasonable terms to the public generally with license, support or other fees of less than $ per year;

(ix) all leases and subleases of real property;

(x) all contracts and agreements relating to Company Indebtedness having an outstanding principal amount in excess of $;

(xi) all contracts and agreements that limit or purport to limit the ability of the Company to compete in any line of business or with any person or in any geographic area or during any period of time;

(xii) any settlement agreement which contains continuing obligations of the Company or any of its Business Subsidiaries;

(xiii) all contracts and agreements relating to the voting and any rights or obligations of a stockholder of the Company;

(xiv) any contract with any officer, director or affiliate of the Company or any of its Business Subsidiaries pursuant to which the Company and its Business Subsidiaries are to expend or receive, in the aggregate, more than $ during a 12-month period;

(xv) all Reinsurance Agreements;

(xvi) each contract affecting or dealing with any securities of the Company, including, without limitation, any restricted stock agreements;

(xvii) all contracts between the Company or any of its Business Subsidiaries and a Government Health Plan; and

(xviii) any contract that (a) was entered into other than in the Ordinary Course of Business and (b) pursuant to which the Company and its Business Subsidiaries are to spend or receive, in the aggregate, more than $ during a 12-month period (items (i) through (xviii) being the "Material Contracts").

(b) Correct and complete copies of all Material Contracts, including all amendments thereto (except for such amendments whose terms and conditions have been wholly superseded by later amendments made available to Parent), have been made available to Parent. Each Material Contract (i) is valid and binding on and enforceable against the Company or a Business Subsidiary, as applicable, and the other parties thereto, and is in full force and effect and (ii) upon consummation of the transactions contemplated by this Agreement, shall continue in full force and effect without penalty or other adverse consequence, subject to the receipt of any consents set forth in Section 4.06(b) of the Disclosure Letter or otherwise described in Section 4.06(b). Neither the Company nor any Business Subsidiary, nor, to the knowledge of the Company, any other party thereto, is, or during the past five years has been, in any material respect, in breach or violation of, or default under, and, to the Company's knowledge, no event has occurred that, with notice or lapse of time or both, would constitute such a default or violation under any Material Contract. Except as set forth in Section 5.05(b) of the Disclosure Letter, no party to a Material Contract has repudiated in writing any of the terms thereof or, to the knowledge of the Company, threatened to terminate, cancel or not renew any Material Contract. Except as set forth on Section 5.05(b) of the Disclosure Letter, neither the Company nor any Business Subsidiary is involved in any material dispute with any other party to a Material Contract. Except as set forth on Section 5.05(b) of the Disclosure Letter, the Company is not engaged in any renegotiations of any Material Contract and no person has made a demand on the Company or a Business Subsidiary for such renegotiations, in each case other than in the Ordinary Course of Business. Except as set forth on Section 5.05(b) of the Disclosure Letter, there are no oral contracts or agreements that constitute Material Contracts.

(c) Section 5.05(c) of the Disclosure Letter separately sets forth a description of all contracts relating to reinsurance, coinsurance or similar arrangements to which each Insurance Business Subsidiary is a party and/or pursuant to which there are outstanding obligations owed to or from each Insurance Business Subsidiary (the "Reinsurance

Agreements") and the effective date and termination date of each Reinsurance Agreement. Except as set forth in Section 5.05(c) of the Disclosure Letter, each Reinsurance Agreement of each Insurance Business Subsidiary is valid and binding on and enforceable against such Insurance Business Subsidiary and the other parties thereto, are in full force and effect and transfer such risk as would be required for such treaties and agreements to be properly accounted for as reinsurance. No party to the Reinsurance Agreements has repudiated in writing any of the terms thereof or, to the knowledge of the Company, threatened to terminate, cancel or not renew any Reinsurance Agreement. No Insurance Business Subsidiary is involved in any material dispute with any other party to a Reinsurance Agreement. All material benefits payable to each Insurance Business Subsidiary and all material amounts owing by each Insurance Business Subsidiary in respect of the Reinsurance Agreements are accounted for on the Statutory Statements in accordance with SAP. Each Insurance Business Subsidiary is entitled to take full credit in its financial statements pursuant to applicable Laws for all reinsurance ceded pursuant to any Reinsurance Agreement to which each such Insurance Business Subsidiary is a party. Each Insurance Business Subsidiary has complied in all material respects with all of its obligations under such Reinsurance Agreements and has provided the reinsurers thereunder on a timely basis with all required loss notices. Except as set forth in Section 5.05(c) of the Disclosure Letter, no such Reinsurance Agreement contains any provision providing that the other party thereto may terminate or amend such Reinsurance Agreement by reason of the transactions contemplated by this Agreement. There are no separate written or oral agreements between any Insurance Business Subsidiary (or its affiliates) and any assuming reinsurer that would under any circumstances, reduce, limit, mitigate or otherwise affect any actual or potential loss to any Insurance Business Subsidiary under any Reinsurance Agreement.

Section 5.06. Environmental Matters.

(a) Each of the Company and the Business Subsidiaries (i) is in compliance with all applicable Environmental Laws in all material respects, (ii) holds all Environmental Permits necessary to conduct the Business in all material respects and (iii) is in compliance in all material respects with its Environmental Permits.

(b) Except in material compliance with all applicable Environmental Laws, neither the Company nor any Business Subsidiary has Released, and, to the knowledge of the Company, no other person has Released, Hazardous Materials on, at, in or under any real property owned or leased by the Company or any Business Subsidiary or, during their ownership or occupancy of such real property, on, at, in or under any property owned or leased since September 4, 2002 by the Company or any Business Subsidiary.

(c) Neither the Company nor any Business Subsidiary has since September 4, 2002 disposed or caused to be disposed of any Hazardous Materials (i) except in material compliance with all applicable Environmental Laws and (ii) at any site that has been included in any published U.S. federal, state or local "superfund" site list or any similar list of hazardous or toxic waste sites published by any Governmental Entity.

(d) In the past six years, neither the Company nor any Business Subsidiary has received from any Governmental Entity any request for information, notice, demand letter, complaint, claim or Order arising from or relating to any Environmental Laws or Releases.

(e) Except as set forth in the Real Property Leases, neither the Company nor any Business Subsidiary has assumed, agreed to indemnify or otherwise become or is subject to any Liability of any other person arising from or relating to any Environmental Law or Releases.

(f) The Company has made available to Parent copies of all documents, records and information in its possession or control concerning material environmental conditions at any property currently or formerly owned or leased by the Company or any Business Subsidiary, or concerning environmental matters which would reasonably be expected to give rise to material Liability of the Company or any Business Subsidiary relating to any Environmental Laws including without limitation environmental site assessments, sampling or testing results, compliance audits and asbestos surveys.

(g) The representations and warranties in this Section 5.06 are the sole and exclusive representations and warranties concerning environmental matters, environmental compliance or the environmental condition of any real property owned (or ever owned) by the Company or any Business Subsidiary and the Leased Real Property.

Section 5.07. Intellectual Property.

(a) The Owned Intellectual Property, together with the Intellectual Property that is licensed to the Company or the Business Subsidiaries pursuant to a contract set forth in Section 5.05(a)(viii) of the Disclosure Letter or "off the shelf" Software or other agreements for Intellectual Property commercially available on reasonable terms to the public generally with license, support or other fees of less than $ per year, constitutes all of the Intellectual Property necessary to operate the business of the Company and the Business Subsidiaries as now conducted. Section 5.07(a) of the Disclosure Letter sets forth a complete and correct list of all of the following categories of Owned Intellectual Property (with owner, countries, registration and application numbers and dates indicated, as applicable, and in the case of unregistered Trademarks, country of use and date of first use): (i) Patents; (ii) registered Copyrights and applications for registration of Copyrights; (iii) registered Trademarks, material unregistered Trademarks, and applications for registration of Trademarks; (iv) Software (except "off the shelf" Software products); and (v) Domain Name registrations and applications therefor. All fees associated with maintaining any Owned Intellectual Property required to have been set forth in Section 5.07(a) of the Disclosure Letter have been paid in full in a timely manner to the proper Governmental Entity and no such fees are due within the three month period after the Closing Date. All of the Owned Intellectual Property listed on Section 5.07(a) of the Disclosure Letter that states it has been filed was duly registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office or other applicable filing office(s), domestic or foreign, to the extent necessary or desirable to ensure full protection under any applicable Intellectual Property Law, and such registrations, filings, issuances and other actions remain in full force and effect. Upon and after the Closing, except as set forth in Section 5.07(a) of the Disclosure Letter, the Company and the Business Subsidiaries will own, be licensed or otherwise have the valid right to exploit all Intellectual Property in the possession of the Company and the Business Subsidiaries as of the Closing upon the same terms and subject to the same conditions as exploited by the Company and the Business Subsidiaries prior to the Closing and the consummation of the transactions contemplated hereby does not and will not conflict with, alter, or impair any ownership or rights in the Intellectual Property.

(b) With respect to the Intellectual Property that is Owned Intellectual Property and has been registered in the United States Patent and Trademark Office, United States Copyright Office, and/or equivalent foreign office(s), (i) it has been duly maintained, is subsisting, is (to the extent such standard is applicable to the relevant Intellectual Property) in full force and effect, has not expired, been cancelled or abandoned, and all maintenance, registration and renewal fees necessary to preserve the rights of the Company and the Business Subsidiaries, as applicable, in connection with any such Owned Intellectual Property have been paid in a timely manner, and (ii) is valid and enforceable.

(c) Except pursuant to a license set forth in Section 5.05(a)(viii) of the Disclosure Letter or "off the shelf" Software or other agreements for Intellectual Property commercially available on reasonable terms to the public generally with license, support or other fees of less than $ per year, all of the Intellectual Property used by the Company and the Business Subsidiaries in the conduct of their business or otherwise in their possession is owned solely by the Company and the Business Subsidiaries, and the Company and the Business Subsidiaries have the exclusive right to use and possess such Intellectual Property for the life thereof for any purpose, free from any Liens, other than Permitted Encumbrances, requirement of any past, present or future royalty payments, license fees, charges or other payments, conditions or restrictions whatsoever. Except pursuant to a contract set forth in Section 5.05(a)(viii) of the Disclosure Letter, the Company and the Business Subsidiaries have not licensed or otherwise granted any right to any person under any Owned Intellectual Property or has otherwise agreed not to assert any such Intellectual Property against any person. Except pursuant to a contract set forth in Section 5.05(a)(viii) of the Disclosure Letter, there are no outstanding options, licenses or agreements of any kind relating to the foregoing proprietary rights, nor is the Company or any Business Subsidiary bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property, licenses, information and other proprietary rights and processes of any other person or entity, other than such licenses or agreements arising from the purchase of "off the shelf" Software products.

(d) All employees and consultants of the Company and the Business Subsidiaries who participated in the creation or contributed to the conception or development of Owned Intellectual Property relating to the business of the Company or any Business Subsidiary were acting within the scope of their employment or engagement at the Company or Business Subsidiary at the time of rendering such services, or such employees and consultants have otherwise validly assigned such Owned Intellectual Property to the Company or Business Subsidiaries. Except as set forth in Section 5.07(d) of the Disclosure Letter, all employees and consultants of the Company and the Business Subsidiaries who participated in the creation or contributed to the conception or development of Owned Intellectual Property, relating to the business of the Company or any Business Subsidiary have executed and delivered agreements assigning any present and future rights to all Intellectual Property created in the course of their employment or engagement. No current or former director, officer, shareholder, employee, consultant, contractor, agent or other representative of the Company or any Business Subsidiary owns or claims any rights in (nor has any of them made application for) any Owned Intellectual Property, except as set forth in Section 5.07(d) of the Disclosure Letter. Each of the Company and its Subsidiaries has taken commercially reasonable steps to protect and preserve its ownership of the confidentiality of the Intellectual Property. To the knowledge of the Company, there have been no unauthorized disclosures by the Company or any of the Business Subsidiaries

of any confidential Intellectual Property, and, to the knowledge of the Company, no party to any nondisclosure or Intellectual Property assignment agreement with the Company or any of the Business Subsidiaries is in breach thereof.

(e) The Company and the Business Subsidiaries have entered into confidentiality and non-disclosure agreements or employment agreements with confidentiality and non-disclosure clauses with each of

to protect the confidentiality and value of such Trade Secrets, and to the knowledge of the Company there has not been any breach by any of the foregoing of any such agreement. The Company and the Business Subsidiaries use reasonable measures to maintain the confidentiality of all Trade Secrets of the Company and the Business Subsidiaries that are material to the operations of the Company and the Business Subsidiaries and are valuable thereto by virtue of their secrecy.

(f) To the Company's knowledge, the operation of the business of the Company and the Business Subsidiaries as currently conducted or any part thereof has not, does not and will not infringe, misappropriate, dilute, violate or otherwise conflict with any Intellectual Property right of any other person nor does or will the operation of the business of the Company or the Business Subsidiaries constitute unfair competition or deceptive or unfair trade practices. To the knowledge of the Company, none of the Owned Intellectual Property is being infringed or otherwise is used or available for use by any person other than the Company or the Business Subsidiaries, except pursuant to a contract listed on Section 5.05(a)(viii) of the Disclosure Letter. The Company and the Business Subsidiaries have not received any communications alleging that the Company or any Business Subsidiary has violated or, by conducting their business as presently proposed to be conducted, would violate any Intellectual Property rights of any other person or entity.

(g) The computer, information technology and data processing systems, facilities, computer software and services owned, licensed or controlled by the Company or the Business Subsidiaries (collectively, "Systems") are reasonably sufficient for the existing needs of the Company and the Business Subsidiaries. The Systems perform in all material respects in accordance with their respective specifications and documentation. To the knowledge of the Company, the Company and the Business Subsidiaries have provided for the recovery and security of all business data that is material to the conduct of the business of the Company and the Business Subsidiaries, as well as of its material management information systems, in a commercially reasonable manner. To the Company's knowledge, the Systems are substantially free of any material defects, bugs and errors, and do not contain or make available any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials (collectively, "Disabling Devices"). To the Company's knowledge, there has been no unauthorized access to, or breach of, the Systems and no unauthorized deletion, modification or additions to the data and information stored within such Systems ("Unauthorized Access"). No software used in the conduct of its business is subject to the terms of any "open source" or other similar license requiring source code of software owned by the Company or any of its Subsidiaries to be publicly distributed or dedicated to the public. The Company uses commercially reasonable best efforts to protect the Systems from Disabling Devices and Unauthorized Access. Notwithstanding anything to the contrary set forth in this

Agreement or in any certificate delivered at the Closing Date, the representations and warranties contained in this Section 5.07(g) are made only as of the date of this Agreement. The Company's representations and warranties set forth in this Section 5.07(g) are qualified in their entirety by the contents of that certain IT Due Diligence report prepared for Superior Vision by West Monroe Partners with respect to the Systems, dated January 18, 2013.

Section 5.08. Taxes.

(a) Except as set forth on Section 5.08(a), all Tax Returns (including any consolidated, combined, unitary or other similar Tax Return that includes or is required to be include the Company or any of the Business Subsidiaries) required to be filed by or on behalf of the Company or any of the Business Subsidiaries have been timely filed in accordance with all Laws, and all material Taxes owed by the Company or any of the Business Subsidiaries (whether or not shown as due and payable on any Tax Return) have been timely paid to the appropriate Tax Authority. All required estimated Tax payments sufficient to avoid underpayment penalties have been made by or on behalf of the Company and the Business Subsidiaries.

(b) All such Tax Returns correctly and completely in all material respects reflect the facts regarding the income, business, assets, operations, activities and status of the Company and the Business Subsidiaries. Except as set forth on Section 5.08(b) of the Disclosure Letter, neither the Company nor any of the Business Subsidiaries is currently a beneficiary of any extension of time within which to file any Tax Return. No power of attorney with respect to Taxes has been executed or filed with any Governmental Entity by or with respect to the Company or any of the Business Subsidiaries that will remain in effect after the Closing.

(c) The Company and the Business Subsidiaries have correctly withheld and timely remitted all material Taxes required to have been withheld and remitted by them in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

(d) Section 5.08(d) of the Disclosure Letter lists all Tax Returns filed by the Company or the Business Subsidiaries for taxable periods ending on or after December 31, 2007, indicates those Tax Returns that have been audited or subject to similar examination and indicates those Tax Returns that currently are the subject of audit or examination. The Company has made available to Parent correct and complete copies of all Tax Returns filed by the Company or the Business Subsidiaries for taxable periods ending on or after December 31, 2009 and all private letter rulings, notices of proposed deficiencies, deficiency notices, closing agreements, settlement agreements, and pending ruling requests relating to Taxes submitted, received or agreed to by or on behalf of the Company or the Business Subsidiaries on or after such date. All material elections with respect to Taxes affecting the Company or any of the Business Subsidiaries are set forth in Section 5.08(d) of the Disclosure Letter.

(e) None of the shares of outstanding capital stock of the Company is subject to a "substantial risk of forfeiture" within the meaning of Section 83 of the Code. Except for any consideration payable in respect of the Company Options hereunder, no portion of the Merger Consideration is subject to the Tax withholding provisions of Section 3406 of the Code, or of Subchapter A of Chapter 3 of the Code or of any other provision of Law

(f) Neither the Company nor any of the Business Subsidiaries has waived, or has had waived on its behalf, any statute of limitations in respect of any Tax or agreed to any extension of time with respect to any assessment, collection or deficiency of any Tax that is still in effect, and there are no outstanding requests or demands to extend or waive any such period of limitation.

(g) Except as set forth in Section 5.08(g) of the Disclosure Letter, neither the Company nor any of the Business Subsidiaries is a party to or bound by, nor does it have or has it had any obligation under, any Tax allocation, sharing or indemnity agreement, arrangement or similar contract.

(h) There are no Liens for Taxes (other Permitted Encumbrances for current Taxes not yet due and payable or those being contested in good faith through appropriate proceedings and with respect to which adequate reserves have been established in accordance with GAAP on the Company's books) upon the assets of the Company or any of the Business Subsidiaries.

(i) Since September 4, 2002, neither the Company nor any of the Business Subsidiaries has been a party to any transaction purported or intended to qualify, in whole or in part, under Section 355 or Section 361 of the Code.

(j) Since September 4, 2002, neither the Company nor any of the Business Subsidiaries has elected to be treated as an S corporation under Section 1362 of the Code or a qualified subchapter S subsidiary under Section 1361 of the Code or made a similar election under any comparable provision of state, local or foreign Tax Law.

(k) Neither the Company nor any of the Business Subsidiaries is, or during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code has been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code). Neither the Company nor any of the Business Subsidiaries owns an interest in real property in any jurisdiction in which a Tax is imposed, or the value of the interest reassessed, on the transfer of an interest in real property and which treats the transfer of an interest in an entity that owns an interest in real property as a transfer of the interest in real property.

(l) Since September 4, 2002, neither the Company nor any of the Business Subsidiaries has been a member of an affiliated group filing or required to file a consolidated, combined, unitary or other similar Tax Return (other than any such group of which the Company is or was common parent) or participated in any other arrangement whereby any income, revenues, receipts, gain or loss was determined or taken into account for Tax purposes with reference to or in conjunction with any income, revenues, receipts, gain, loss, asset or Liability of any other person. Neither the Company nor any of the Business Subsidiaries has any Liability for the Taxes of any other person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract, or otherwise. Immediately after the Closing Date, neither the Company or any of the Business Subsidiaries will have any deferred intercompany items within the meaning of Treasury Regulations Section 1.1502-13, and at such time there will not exist any excess loss account within the meaning of

Treasury Regulations Section 1.1502-19 with respect to the stock of any of the Company or any of the Business Subsidiaries.

(m) The unpaid Taxes of the Company and the Business Subsidiaries did not, as of December 31, 2012, exceed the reserve for actual Taxes (as opposed to any reserve for deferred Taxes established to reflect timing differences between book and Tax income) as shown on the Audited Balance Sheet, and will not exceed such reserve as adjusted to reflect the ordinary operations of the Company and the Business Subsidiaries through the Closing Date in accordance with the past custom and practice of the Company and the Business Subsidiaries in filing Tax Returns.

(n) Except as set forth on Section 5.08(n) of the Disclosure Letter, neither the Company nor any of the Business Subsidiaries is subject to any current limitation (excluding for this purpose any such limitation arising as a result of the consummation of the Merger pursuant to this Agreement) under Sections 382, 383, or 384 of the Code (or any corresponding or similar provision of state, local, or foreign Law) on its ability to utilize its net operating losses, built-in losses, credits, or other similar items.

(o) Except as set forth on Section 5.08(o) of the Disclosure Letter, there is no audit or Proceeding ongoing or, to the knowledge of the Company, threatened in writing against or with respect to the Company or any of the Business Subsidiaries in respect of any Tax. No deficiency for any Taxes has been proposed in writing against the Company or any of the Business Subsidiaries, which deficiency has not been paid in full, and the Company does not know of any basis upon which any such Tax deficiency could reasonably be expected to be asserted. No issue relating to the Company or any of the Business Subsidiaries or involving any Tax for which the Company or any of the Business Subsidiaries might be liable has been resolved in favor of any Tax Authority in any audit or examination that, by application of the same principles, could reasonably be expected to result in a deficiency for Taxes of the Company or any of the Business Subsidiaries for any other period.

(p) No claim has ever been made by a Governmental Entity in a jurisdiction where the Company or any of the Business Subsidiaries does not file Tax Returns that the Company or any of the Business Subsidiaries is or may be subject to taxation in that jurisdiction.

(q) Neither the Company nor any of the Business Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any period, or portion thereof, ending after the Closing Date as a result of (i) any adjustment under Section 481 of the Code (or any similar provision of applicable state, local, or foreign Law) by reason of any change in accounting method or otherwise, (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) or any ruling received from any Governmental Entity executed on or prior to the Closing Date, (iii) any intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Law), (iv) the installment or open transaction method of accounting, the completed contract method of accounting or the cash method of accounting with respect to a transaction that occurred prior to the Closing Date, (v) any prepaid amount received on or prior to the Closing Date or (vi) any election under Section 108(i) of the Code.

(r) Neither the Company nor any of the Business Subsidiaries has participated in any "reportable transaction" as defined in Section 6707A of the Code or Treasury Regulation Section 1.6011-4 (or any predecessor provision).

(s) The Company and each of the Business Subsidiaries have disclosed on their federal income Tax Returns all positions taken in such Tax Returns that could give rise to a substantial understatement of federal Income Tax within the meaning of Section 6662 of the Code.

(t) To the extent applicable to the Business of the Company or any of the Business Subsidiaries, Tax basis, loss and loss adjustment expense reserves, and unearned premium reserves for the Company and each of the Business Subsidiaries have been computed and maintained in the manner required under Sections 807, 832, and 846 of the Code and any other applicable Tax provision in all material respects. Neither the Company nor any of the Business Subsidiaries maintains a "special loss discount account" or makes "special estimated tax payments" within the meaning of Section 847 of the Code. Neither the Company nor any of the Business Subsidiaries has ever been a life insurance company as defined in Section 816 of the Code, or has ever assumed, exchanged, administered, reinsured, or offered any policies or contracts that would constitute life insurance contracts as defined under Section 7702 of the Code or an annuity subject to Section 72 of the Code. Neither the Company nor any of the Business Subsidiaries has ever issued, assumed, reinsured, modified, exchanged, or sold any policies, contracts, or other products to customers that are intended to or have ever been intended to qualify as a "pension plan contract" within the meaning of Section 818(a) of the Code or were otherwise intended to qualify under Sections 401, 403, 408, 412 or 457 of the Code.

(u) Since September 4, 2002, neither the Company nor any of the Business Subsidiaries has had a permanent establishment or other taxable presence in any foreign country, as determined pursuant to applicable foreign law and any applicable Tax treaty or convention between the United States and such foreign country. Neither the Company nor any of the Business Subsidiaries owns stock in any other corporation which is a passive foreign investment company within the meaning of Section 1297 of the Code or a controlled foreign corporation within the meaning of Section 957 of the Code. No U.S. Form 8832 has been filed since September 4, 2002 electing treatment as other than an association taxable as a corporation for any subsidiary of the Company, and all Business Subsidiaries are treated as corporations for U.S. and non-U.S. Tax purposes. No subsidiary of the Company organized in a jurisdiction outside the United States has made an election to be treated as a domestic corporation pursuant to Section 897(i) of the Code or conducts any trade or business within the United States or holds an investment in any United States property (within the meaning of Section 956 of the Code) or any United States real property interest (within the meaning of Section 897 of the Code). The assets of the Company and the Business Subsidiaries do not include any ownership interests in any partnership, joint venture, limited liability company, or other entity taxed as a partnership or other pass-through entity for U.S. federal income Tax purposes.

(v) Upon receipt of a duly executed stockholder consent pursuant to Section 8.02, neither the Company nor any of the Business Subsidiaries is a party to any agreement, contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of (i) any "excess parachute payments" within the meaning of Section 280G of the

Code (without regard to the exceptions set forth in Section 280G(b)(4) and 280G(b)(5) of the Code) or (ii) any amount for which a deduction would be disallowed or deferred under Section 162 or Section 404 of the Code.

(w) Since December 31, 2012, the Company and each of the Business Subsidiaries have paid estimated Taxes in the Ordinary Course of Business.

Section 5.09. Assets; Absence of Liens and Encumbrances. Each of the Company and the Business Subsidiaries owns, leases or has the legal right to use all of the assets, properties and rights of every kind, nature, character and description free of all Liens, other than Permitted Encumbrances, including, without limitation, real property and personal property (other than Intellectual Property, which is addressed in Section 5.07 hereof), used in the conduct of the Business and, with respect to contract rights, is a party to and enjoys the right to the benefits of all contracts, agreements and other arrangements used by the Company or any Business Subsidiary in or relating to the conduct of the Business. Such foregoing interests in the assets, properties and rights (together with the Company's Intellectual Property, which is addressed in Section 5.07 hereof) constitute all the material assets, properties and rights necessary to conduct the Business as currently conducted. The equipment of the Company and the Business Subsidiaries used in the operations of the Business is, taken as a whole, in good operating condition and repair, ordinary wear and tear excepted.

Section 5.10. Real Property.

(a) Owned Real Property. Since September 4, 2002, neither the Company nor any Business Subsidiary owns, or has owned, any real property.

(b) Leased Real Property. Section 5.10(b) of the Disclosure Letter sets forth the address of all real property leased, subleased, licensed to or otherwise used or occupied (but not owned) by the Company or any of its Business Subsidiaries (collectively, the "Leased Real Property"). A true, correct and complete copy (or if oral, then a written description thereof) of each such lease, sublease, license or occupancy agreement, and any material amendments thereto, with respect to the Leased Real Property (collectively, the "Real Property Leases") have been made available to Parent, and no changes have been made to any Real Property Leases since the date of delivery. All of the Leased Real Property is used or occupied by the Company or the applicable Business Subsidiary pursuant to the Real Property Leases in all material respects. The Real Property Leases are valid and are enforceable against the Company or its Business Subsidiaries and, to the Company's knowledge, the other parties thereto, and are free and clear of all Liens except Permitted Encumbrances. No security deposit or portion thereof has been applied in respect of a breach or default under any Real Property Lease that has not been redeposited in full. Neither the Company nor any of its Business Subsidiaries has leased or sublet as lessor or sublessor, and no person (other than the Company or the applicable Business Subsidiary) is in possession of, any of the Leased Real Property. The Leased Real Property is in reasonably good condition and repair (subject to normal wear and tear consistent with its age) and is sufficient for the operation of the business of the Company and its Business Subsidiaries as it is currently conducted in all material respects, and (ii) to the knowledge of the Company, except as may be set forth in the Real Property Leases, the Company's use of the Leased Real Property is not in violation of any material Law, including any building, zoning, environmental

or other ordinance, code, rule or regulations, in any material respect. To the knowledge of the Company, the Leased Real Property is not subject to any pending condemnation, eminent domain or other Proceedings, and to the knowledge of the Company, no such Proceedings are threatened.

Section 5.11. Regulatory Filings. The Company and each of its Business Subsidiaries has filed all material reports, statements, registrations or filings required to be filed pursuant to Insurance Licenses since January 1, 2008 (the "Regulatory Filings"), and all Regulatory Filings were in compliance in all material respects with applicable Law when filed or as amended or supplemented. The Company and each of its SAP Subsidiaries has made available to Parent complete and correct copies of: (i) all audits and examinations (including, without limitation, financial, market conduct and similar examinations of any SAP Subsidiary) performed with respect to the Company or any SAP Subsidiary by any Governmental Entity since January 1, 2008 (the "Audit Reports"), along with the Company's or SAP Subsidiaries' responses thereto; and (ii) all other holding company filings or other material submissions made by each Insurance Business Subsidiary with any Governmental Entity since January 1, 2008. Other than as set forth in the Audit Reports, (a) no material deficiencies have been asserted against the Company or any Business Subsidiary by any such Governmental Entity with respect to the Regulatory Filings, (b) the Regulatory Filings were in compliance in all material respects with applicable Laws when filed, (c) since January 1, 2008, no fine or penalty in excess of $ has been imposed on the Company or any Business Subsidiary by any Governmental Entity, and (d) no deposits have been made by the Company or any SAP Subsidiary with, or at the direction of, any Governmental Entity that were not shown in the Statutory Statements, and (e) except as set forth on Section 5.11 of the Disclosure Letter, no similar audits or examinations are currently being performed or, to the knowledge of Company, are scheduled to be performed.

Section 5.12. Insurance. Section 5.12 of the Disclosure Letter contains a true and complete list of all liability, property, workers' compensation, directors' and officers' liability, fidelity bond, reinsurance, medical malpractice and other material insurance policies (including all self-insurance policies) maintained by the Company or any Business Subsidiary, correct and complete copies of which have been made available to Parent (the "Insurance Policies"). Each Insurance Policy is valid and binding and in full force and effect, all premiums due thereunder have been paid and neither the Company nor any Business Subsidiary has received any written notice of cancellation or termination in respect of any such policy. Except as specifically disclosed on Section 5.12 of the Disclosure Letter, no claims have been asserted by the Company or any Business Subsidiary under any of the Insurance Policies or relating to its assets and properties or operations since January 1, 2008 and through June 28, 2013.

Section 5.13. Bank Accounts. Section 5.13 of the Disclosure Letter sets forth:

(a) A list of the name and address of each bank, savings and loan or other financial institution in which the Company or any Business Subsidiary has an account or safe deposit box;

(b) The names of all persons authorized to draw on each account and to have access to each safe deposit box; and

(c) The number of signatures required for any withdrawals therefrom.

In a separate, confidential letter delivered as of the date hereof, the Company has provided Parent with a list separately identifying each account and safe deposit box of the Company or any Business Subsidiary with each bank, savings and loan or other financial institution, which list is true and correct as of the date hereof and as of the Closing Date.

Section 5.14. Customer Accounts; Network Providers.

(a) Section 5.14(a) of the Disclosure Letter sets forth a true, complete and correct list of (i) the 20 largest customer accounts of the Company and the Business Subsidiaries by dollar amount of gross profit for the years ended December 31, 2011 and December 31, 2012 (collectively, the "Top Customers"), and (ii) each new committed customer account of the Company and the Business Subsidiaries for which the first premium payment was made to the Company on or after January 1, 2013 and for which the annualized premium is to equal or exceed $. "Customer accounts" shall aggregate the dollar amounts of all accounts and contracts related to a given customer relationship. Except as disclosed on Section 5.14(a) of the Disclosure Letter, (1) all Top Customers continue to be customers of the Company or the Business Subsidiaries and none of such Top Customers has reduced materially its business with the Company or the Business Subsidiaries from the levels achieved during the year ended December 31, 2012, and, to the knowledge of the Company, no such reduction will occur; (2) none of the Top Customers has terminated or materially adversely changed its relationship or the terms (economic or otherwise) of any of its contracts with the Company or the Business Subsidiaries, nor has the Company nor any Business Subsidiary received notice that any Top Customer intends to do so; and (3) neither the Company nor the Business Subsidiaries are involved in any material claim, dispute or controversy with any Top Customer.

(b) Section 5.14(b) of the Disclosure Letter sets forth a true, complete and correct list of the 20 largest network providers of the Company and the Business Subsidiaries by dollar amount for the years ended December 31, 2011 and December 31, 2012 (each a "Top Network Provider"). Except as set forth in Section 5.14(b) of the Disclosure Letter, (i) all Top Network Providers continue to be network providers of the Company or the Business Subsidiaries and none of such Top Network Providers has reduced materially its business with the Company or the Business Subsidiaries from the levels achieved during the year ended December 31, 2012, and, to the knowledge of the Company, no such reduction will occur; (ii) no Top Network Provider has terminated or materially adversely changed its relationship with the Company or the Business Subsidiaries, nor has the Company nor any Business Subsidiary received notice that any Top Network Provider intends to do so; (iii) no Top Network Provider is involved in any material claim, dispute or controversy with the Company or any Business Subsidiary; and (iv) to the Company's knowledge, no Top Network Provider is involved in any material claim, dispute or controversy with any other network provider of the Company or any Business Subsidiary.

Section 5.15. Related Party Transactions. Except as set forth on Section 5.15 of the Disclosure Letter, none of the Company, the Business Subsidiaries, the Recipients or any of their respective affiliates, nor any current or former director, officer or employee of the Company or the Business Subsidiaries, or to the knowledge of the Company any family member or affiliate of

such person: (a) has or during the last five fiscal years has had any direct or indirect interest (i) in, or during the last five fiscal years was, a director, officer or employee of, any person that is a client, customer, supplier, reinsurer, network provider lessor, lessee, debtor, creditor or competitor of the Company or the Business Subsidiaries or (ii) in any material property, asset or right that is owned, leased or used by the Company or the Business Subsidiaries in the conduct of the Business, (b) is, or during the last five fiscal years has been, a party to any agreement or transaction with the Company or the Business Subsidiaries pursuant to which the Company and its Business Subsidiaries are to expend or receive (or have expended or received), in the aggregate, more than $ during a 12-month period, (c) has, or during the last five (5) fiscal years has had, any cause of action or other claim against the Company or Business Subsidiary, except claims in the Ordinary Course of Business for accrued vacation pay and/or accrued benefits under Company Plans existing on the date hereof, (d) owes any money to the Company or Business Subsidiary; or (e) is owed any money by the Company or Business Subsidiary, except claims in the Ordinary Course of Business for accrued vacation pay and accrued benefits under Company Plans existing on the date hereof. At or prior to Closing, those affiliate agreements marked with an asterisk (*) on Section 5.15 of the Disclosure Letter shall be properly terminated, and the Company shall have no Liability thereunder as of the Closing or for any period thereafter.

Section 5.16. Healthcare Matters.

(a) Except as set forth in Section 5.16 of the Disclosure Letter, the Company and the Business Subsidiaries are, and at all times in the last six years have been, in material compliance with all, and are not and have not been, in material violation of during the specified period, any federal and state health regulatory-related Laws applicable to the Company and the Business Subsidiaries, including, to the extent applicable, federal and state Laws regulating (i) fraud and abuse, (ii) patient charges, (iii) recordkeeping, (iv) referrals, (v) the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, (vi) quality, (vii) safety, (viii) network access and any willing provider requirements, (ix) unfair claims settlement practices, (x) member appeals and grievances, (xi) Laws governing the prompt payment of claims to healthcare providers, and (xii) Laws governing the termination of agreements with healthcare providers. Solely for purposes of the foregoing sentence, "material compliance" and "material violation" shall mean that such non-compliance or violation would not, individually or in the aggregate, result in either (A) a Company Material Adverse Effect or (B) $ of Losses. Without limiting the forgoing, none of the Company and the Business Subsidiaries, and to the knowledge of the Company, no affiliate, director, officer, manager, or employee of the Company or its Business Subsidiaries during the aforementioned period failed to materially comply, as applicable, with any Law relating to healthcare regulatory matters, including, without limitation, (collectively, "Healthcare Regulatory Laws"): (i) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the "Federal False Claims Act" or any similar state false claims Law, (ii) any state Law regulating the interactions with health care professionals and reporting thereof or (iii) any federal, state or local statute or regulation relevant to false statements or claims.

(b) Neither the Company nor any Business Subsidiary, nor, to the knowledge of the Company, any of their respective officers, directors or employees has been: (i) excluded, suspended or debarred from participating in any governmental program, (ii) subject to sanction

pursuant to 42 U.S.C. §1320a, (iii) convicted of a criminal offense under any federal or state healthcare fraud Laws, (iv) charged with, or to the knowledge of the Company, investigated for any violation of Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, or obstruction of any investigation or (v) committed any violation of Law that is reasonably expected to serve as the basis for any such exclusion, suspension or debarment.

(c) The Company has made available to Parent copies of all material written correspondence, notices, filings, reports or other communications to or from any Governmental Entity with respect to written claims by such Governmental Entity that the Company or any Business Subsidiary has materially violated any Healthcare Regulatory Laws since January 1, 2012. Except as set forth in Section 5.16(c) of the Disclosure Letter, neither the Company nor any Business Subsidiary holds any provider numbers or is enrolled as a provider in any Governmental Health Plan.

Section 5.17. Insurance Matters.

(a) Since January 1, 2009, all benefits properly claimed and submitted by any person under any insurance contract ("Insurance Contract") issued by (i) any Business Subsidiary directly, (ii) National Guardian Life Insurance Company ("NGL") and reinsured by Vision Insurance Plan of America, Inc. pursuant to the Quota Share Reinsurance Agreement by and between NGL and Vision Insurance Plan of America, Inc., effective as of July 1, 2009 and (iii) The American Medical & Life Insurance Company ("AMLI") under the "Block Vision" brand name pursuant to the Marketing and Administrative Services Agreement by and between AMLI and Block Vision, Inc. made as of February 21, 2006, have in all material respects been paid (or provision for payment thereof has been made) in accordance with the terms of such Insurance Contract and applicable provisions of state Laws under which they arose, except for any such claim for benefits for which there is or was a reasonable basis to contest payment.

(b) To the extent required by applicable Law, all Insurance Contracts issued by the Business Subsidiaries, NGL and AMLI since July 1, 2009, are, to the Company's knowledge, on forms approved by applicable insurance regulatory authorities or other Governmental Entities in the jurisdictions where issued or have been filed. To the knowledge of the Company, any rates of the Business Subsidiaries, NGL and AMLI in connection with the Insurance Contracts which are required to be filed with or approved by insurance regulatory authorities or other Governmental Entities have been so filed or approved and to the knowledge of the Company, no Insurance Contract has been issued that materially deviates from such approved forms and rates.

(c) Except as set forth in Section 5.17(c) of the Disclosure Letter, the Insurance Business Subsidiaries are not subject to any pending market conduct or similar compliance examination by any Governmental Entity.

(d) The Insurance Business Subsidiaries have not received written notice of any action, or, to the knowledge of the Company, are aware of any threatened action, which could reasonably be expected to give rise to a market conduct examination by any Governmental Entity.

(e) Since January 1, 2005, the Insurance Business Subsidiaries have timely paid all applicable guaranty fund assessments, if any, that are due, claimed or asserted by any state guaranty fund or association or by any insurance Governmental Entity to be due.

(f) The Insurance Business Subsidiaries do not currently participate in, nor are they required to participate in, any guaranty fund, risk sharing plan, pool, joint underwriting association, residual market mechanism or similar arrangement.

(g) The Company has made available to Parent a true and complete copy of all actuarial reports prepared by the Company's actuaries, independent or otherwise, for the SAP Subsidiaries on or after January 1, 2008.

Section 5.18. Privacy, Security and Data Protection.

(a) Except as set forth in Section 5.18(a) of the Disclosure Letter, the Company and the Business Subsidiaries are currently, and have been at all times in the last three years, in compliance in all material respects with applicable state and federal laws, rules, regulations and orders (as defined in 5 U.S.C. §551) of any relevant Governmental Entity relating to privacy and protection of Personal Information (as defined below), including, to the extent applicable, the Gramm-Leach-Bliley Act of 1999, as amended; the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); the Health Information Technology for Economic and Clinical Health ("HITECH") Act; and all applicable state data breach notification statutes and regulations (collectively, the "Privacy Laws"). Solely for purposes of the foregoing sentence, "compliance in all material respects" shall mean that any non-compliance would not, individually or in the aggregate, result in either (A) a Company Material Adverse Effect or (B) $ of Losses. For purposes of this Section 5.18, "Personal Information" shall have the meaning of such term or like terms set forth in each of the applicable Privacy Laws (including without limitation "Protected Health Information" as defined in HIPAA and HITECH) that describes, covers or defines healthcare information that identifies or can be used to identify individuals. The Identity Theft Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003 have not and do not apply to the operations of the Company or any Business Subsidiary.

(b) The Company and the Business Subsidiaries have adopted a written information security program ("WISP") that, in their view, meets in all material respects the standards set forth in the HIPAA security rule regarding electronic Protected Health Information. The Company and the Business Subsidiaries maintain accurate records reflecting (a) the Company's and the Business Subsidiaries' WISP as amended since adoption and (b) other applicable security program documents, including its incident response policies, encryption standards and other computer security protection policies or procedures.

(c) Except as set forth on Section 5.18(c) of the Disclosure Letter, to the knowledge of the Company and the Business Subsidiaries, no Personal Information has been transferred by the Company or the Business Subsidiaries to third parties in violation of any Privacy Laws that constituted a breach under HITECH or similar applicable state statutes and regulations. Solely for purposes of the foregoing sentence, "breach" of similar applicable state statutes and regulations shall mean that such breach would, individually or in the aggregate,

result in either (A) a Company Material Adverse Effect or (B) $ of Losses. In the past three (3) years, neither the Company nor the Business Subsidiaries has received any notice that a claim has been filed, investigation has been initiated or proceeding is pending against the Company or the Business Subsidiaries by a third party concerning an alleged violation of the Privacy Laws and to their knowledge none has been threatened concerning an alleged violation of the Privacy Laws.

(d) All websites established or maintained by the Company and the Business Subsidiaries that are accessible to individuals contain those privacy statements required by the Privacy Laws.

(e) The Company and the Business Subsidiaries have, to the extent required by Law, entered into written agreements with all of their relevant service providers ("Third Party Service Providers") that currently receive or have access to Protected Health Information (as defined by HIPAA) maintained by the Company or the Business Subsidiaries. Such agreements impose on these Third Party Service Providers those requirements mandated by Law.

(f) Except as set forth in Section 5.18(f) of the Disclosure Letter, the Company and the Business Subsidiaries have no knowledge that the security of any records collected or maintained by the Company and the Business Subsidiaries containing Personal Information that the Company and the Business Subsidiaries maintains has been "breached" as defined under HITECH. Except as set forth in Section 5.18(f) of the Disclosure Letter, the Company and the Business Subsidiaries have complied in all material respects with the data breach notification requirements set forth in HIPAA, HITECH and applicable state data breach Law. Solely for purposes of the foregoing sentence, compliance "in all material respects" with the data breach notification requirements set forth in applicable state data breach Law shall mean that non-compliance would not, individually or in the aggregate, result in either (A) a Company Material Adverse Effect or (B) $ of Losses. Except as set forth in Section 5.18(f) of the Disclosure Letter, the Company has given notice of all data breaches as required by HITECH, and has no knowledge of any data breach for which notice is required to be given to individuals or a Governmental Entity but for the passage of a time period set forth in HITECH or applicable state law.

Section 5.19. Transaction Expenses. Section 5.19 of the Disclosure Letter, as updated as of the Closing Date, sets forth a list of all Company Employees and other Persons who have contractual rights to any of the proceeds of this Agreement or otherwise have rights to a payment (a) relating to Transaction Expenses, (b) contingent upon the signing of and/or consummation of the transaction contemplated by this Agreement or (c) relating to services or goods rendered in connection with the evaluation of, negotiation of or entering into this Agreement. Except as set forth on Section 5.19 of the Disclosure Letter, as updated as of the Closing Date, neither the Company nor any of its Business Subsidiaries has paid any Transaction Expenses or, from the date of this Agreement to the Closing Date, any Company Indebtedness.

Section 5.20. Powers of Attorney. Neither the Company nor any Business Subsidiary has granted to any person a power of attorney that has not been terminated.

Section 5.21. Absence of Certain Changes or Events.

(a) Since the Audited Balance Sheet Date, no event, change or circumstance has occurred that has had, or would reasonably be expected to have, either individually or in the aggregate, a Company Material Adverse Effect.

(b) Since the Audited Balance Sheet Date, the Company and Business Subsidiaries have carried on their respective businesses in all material respects in the Ordinary Course of Business except as set forth on Section 5.21(b) of the Disclosure Letter. Without limiting the generality of the foregoing, since the Audited Balance Sheet Date, except as set forth on Section 5.21(b) of the Disclosure Letter, (i) there has not been any declaration, setting aside or payment of any dividend or, in the case of a Business Subsidiary that is not a corporation, other distribution (whether in cash, stock or property) or redemption or repurchase with respect to the equity interest of the Company or any Business Subsidiary, (ii) there has not been any material change by the Company or any Business Subsidiary in accounting principles or methods affecting the financial position or results of operations of such entity, except insofar as may have been required by a change in GAAP, SAP or applicable Law, (iii) there has not been any material damage, destruction or loss to any material property of the Company or any Business Subsidiary, whether covered by insurance or not, (iv) there has not been any material acquisition of any assets or sale, assignment, transfer, conveyance, lease or other disposition of any assets of the Company or any Business Subsidiary, except for assets acquired or sold, assigned, transferred, conveyed, leased or otherwise disposed of in the Ordinary Course of Business, (v) there has not been any grant by the Company or any Business Subsidiary to any current or former employee, director or consultant of any increase in such individual's compensation, bonus or severance pay in excess of five percent (5%) of such person's prior compensation or severance, as applicable, except for increases required under applicable Law, (vi) there has not been any change of any material election in respect of Taxes, adoption or change of any accounting method in respect of Taxes or otherwise, entrance into any closing agreement, settle any claim or assessment in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes, (vii), other than payments of estimated Taxes in the Ordinary Course of Business, there has not been any cancellation, compromise, prepayment or acceleration of any Company Indebtedness, (viii) there has not been any payment of Transaction Expenses, (ix) there has not been any amendment, cancellation, termination, waiver or release relating to any Material Contract except in the Ordinary Course of Business, (x) neither the Company nor any Business Subsidiary has made or committed to make any capital expenditure or capital additions in excess of $ individually or $ in the aggregate, (xi) neither the Company nor any Business Subsidiary has settled any Proceeding and (xii) there has not been any agreement to take any actions set forth in this Section 5.21(b).

Section 5.22. Corporate Documents; Books and Records. The books and records of the Company and each Business Subsidiary, including all minute books of the Company and each Business Subsidiary, reflect in all material respects, the actions and meetings of directors, managers, members or stockholders, as applicable, of the Company and each Business Subsidiary taken or held since September 4, 2002. Neither the Company nor any Business Subsidiary has engaged in any material transaction with respect to its business, maintained any bank account for its business or used material funds of the Company or any Business Subsidiary in the conduct of its business, except for transactions, bank accounts and funds which have been and are reflected in the books and records of the Company.

Section 5.23. Information Supplied. None of the information supplied or to be supplied by the Company for inclusion in the Disclosure Statement will, at the date of mailing to Company Stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No representation or warranty is made by the Company with respect to statements made or incorporated by reference therein based on information supplied by Parent for inclusion or incorporation by reference in the Disclosure Statement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PARENT HOLDCO, PARENT AND MERGER SUB

Parent Holdco, Parent and Merger Sub, jointly and severally, hereby represent and warrant to the Company that the statements contained in this Article VI are true and correct except as set forth in the Disclosure Letter (provided that any fact or item disclosed in the Disclosure Letter with respect to one representation or warranty shall be deemed to be disclosed with respect to each other representation or warranty in this Agreement to which its applicability is readily apparent from the face of the disclosure).

Section 6.01. Organization and Qualification.

(a) Parent Holdco is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Each of Parent and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the Laws of Delaware.

(b) Parent has all requisite corporate power and authority to own, lease and otherwise hold and operate its properties and other assets and to carry on its business as it is now being conducted, except where the failure to be so organized, existing or in good standing or to have such corporate power and authority would not have, individually or in the aggregate, a Parent Material Adverse Effect. Parent is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified or licensed and in good standing would not have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 6.02. Certificate of Incorporation and Bylaws. Parent and Merger Sub have each delivered to the Company complete and correct copies of the certificate of incorporation and the bylaws of each of Parent and Merger Sub, including all amendments thereto. Such certificates of incorporation and bylaws are in full force and effect.

Section 6.03. No Business Activities. Merger Sub is not a party to any material agreement and has not conducted any activities other than in connection with its organization, the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby. Merger Sub has no subsidiaries.

Section 6.04. Authority Relative to This Agreement. Each of Parent Holdco, Parent and Merger Sub has all necessary limited liability company or corporate power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the Merger and the other transactions contemplated by this Agreement. Parent is the sole stockholder of Merger Sub. Parent Holdco is the sole stockholder of Parent. The execution and delivery of this Agreement by each of Parent Holdco, Parent and Merger Sub and the consummation by each of Parent Holdco, Parent and Merger Sub of the Merger and the other transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action, and no other limited liability company or corporate proceedings on the part of Parent Holdco, Parent or Merger Sub are necessary to authorize this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement, other than with respect to the Merger, the filing and recordation of appropriate merger documents as required by the DGCL. This Agreement has been duly and validly executed and delivered by each of Parent Holdco, Parent and Merger Sub and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of each of Parent Holdco, Parent and Merger Sub, enforceable against each of Parent Holdco, Parent and Merger Sub in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity.

Section 6.05. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by each of Parent Holdco, Parent and Merger Sub do not, and the performance of this Agreement by each of Parent Holdco, Parent and Merger Sub will not, (i) conflict with or violate their respective certificate of incorporation, certificate of formation, bylaws, or limited liability company agreement, (ii) assuming that all consents, approvals, authorizations, notices, and other actions described in Section 6.05(b) have been obtained or made and all filings and obligations described in Section 6.05(b) have been made or complied with, conflict with or violate in any material respect any Law applicable to Parent Holdco, Parent or Merger Sub or by which any property or asset of Parent Holdco, Parent or Merger Sub is bound or affected, or (iii) conflict with, result in any breach, in any material respect, of or constitute a default, in any material respect (or an event which with notice or lapse of time or both would become a default, in any material respect) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of Parent Holdco, Parent or Merger Sub pursuant to, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Parent Holdco, Parent or Merger Sub is a party or by which any property or asset of Parent Holdco, Parent or Merger Sub is bound or affected.

(b) The execution and delivery of this Agreement by each of Parent Holdco, Parent and Merger Sub do not, and the performance of this Agreement by each of Parent Holdco, Parent and Merger Sub will not, require any consent, approval, order, authorization, registration or permit of, or filing with or notification to, any Governmental Entity or other person, except (i) the Form A Filings with and consent of each Applicable Department of Insurance, and (ii) the filing and recordation of appropriate merger documents as required by the DGCL.

Section 6.06. Debt Financing. Attached at Section 6.06 of the Disclosure Letter are true and correct copies of debt financing commitment letters dated as of the date hereof (including all exhibits, schedules, annexes and amendments thereto, the "Debt Commitment Letters"), from lenders (together with their affiliates and their affiliates' respective employees, advisors, officers, members, partners, agents, attorneys and other representatives and their successors and permitted assigns, the "Debt Financing Sources"), which represent debt financings in an aggregate amount equal to of term loan (the "Debt Financing"), a portion of which to be used toward payment of the aggregate Merger Consideration.

Section 6.07. Brokers' and Finders' Fees. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent Holdco, Parent or Merger Sub.

Section 6.08. Information Supplied. None of the information supplied or to be supplied by Parent Holdco or Parent for inclusion or incorporation by reference in the Disclosure Statement will, at the date of mailing to Company Stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No representation or warranty is made by Parent Holdco or Parent with respect to statements made or incorporated by reference therein based on information supplied by the Company for inclusion or incorporation by reference in the Disclosure Statement.

Section 6.09. Absence of Litigation. There is no litigation, arbitration, suit, claim, action or other Proceeding pending or, to the knowledge of Parent Holdco, Parent or Merger Sub, threatened against Parent Holdco, Parent or Merger Sub that would, if resolved adversely to Parent Holdco, Parent or Merger Sub, as applicable, (a) be reasonably likely to result in a Parent Material Adverse Effect, or (b) prevent, delay or make illegal the consummation of the transactions contemplated by this Agreement.

ARTICLE VII

CONDUCT OF BUSINESSES PENDING THE MERGER

Section 7.01. Conduct of the Business by the Company Pending the Merger. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Effective Time, the Company shall, and shall cause each Business Subsidiary (except to the extent that Parent shall otherwise consent in writing), to (i) carry on the Business in the Ordinary Course of Business and (ii) use its respective commercially reasonable best efforts to (a) keep available the services of its respective present officers and key employees and consultants, (b) preserve its respective relationships with customers, suppliers, licensors, licensees and others having business dealings with them, and (c) discharge accounts payable, collect accounts and notes receivable and manage working capital and Cash and Cash Equivalents in accordance with its Ordinary Course of Business. By way of amplification and not limitation, except as contemplated by this Agreement or as set forth in Section 7.01 of the Disclosure Letter, neither the Company nor any Business Subsidiary shall, between the date of

this Agreement and the earlier of the termination of this Agreement or the Effective Time, do any of the following without the prior written consent of Parent:

(a) amend or otherwise change its certificate of incorporation or bylaws or equivalent organizational documents (or equivalent governing documents of a Business Subsidiary);

(b) issue, sell, pledge, dispose of, grant, encumber, authorize or propose the issuance, sale, pledge, disposition, grant or encumbrance of any shares of its capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock or any other ownership interest, including, without limitation, any phantom interest, of the Company, except pursuant to the terms of Company Options outstanding on the date of this Agreement in accordance with their terms on the date of this Agreement and disclosed on the Disclosure Letter;

(c) sell, lease, license, pledge, grant, encumber or otherwise dispose of any of its properties or assets which are material, individually or in the aggregate, to the Business;

(d) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, and without limitation of the foregoing, in no event shall the Company or any SAP Subsidiary submit any filing with any Applicable Department of Insurance for, or shall the Company or any Business Subsidiary pay, an extraordinary dividend (as defined in the Applicable Insurance Codes);

(e) split, combine, subdivide, redeem or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, or purchase or otherwise acquire, directly or indirectly, any shares of its capital stock except from former employees, directors and consultants in accordance with agreements outstanding on the date of this Agreement and disclosed on the Disclosure Letter providing for the repurchase of shares in connection with any termination of service by such person;

(f) acquire (including, without limitation, by merger, consolidation, or acquisition of stock or assets) any interest or any material amount or value of assets in any corporation, partnership, other business organization or any division thereof;

(g) incur any Company Indebtedness in an aggregate principal amount in excess of $, pay any Company Indebtedness other than in the Ordinary Course of Business;

(h) authorize capital expenditures in excess of $ in the aggregate, other than capital expenditures previously approved by the Company Board and reflected in the 2013 Budget;

(i) enter into any lease or contract for the purchase, sale or use of any property (real or personal) or services, other than capital expenditures previously approved by the Company Board and reflected in the Company's operating budget for 2013;

(j) make or change any Tax election, enter into, amend, terminate or otherwise restructure any agreement with any of its affiliates relating primarily to Taxes, change any annual accounting period, change any material accounting period, file any amended Tax Return or any claim for any Tax refund, enter into any closing agreement, settle or agree to any Tax litigation or any claim or assessment in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax litigation or assessment, except, in the case of any amendment or restructuring of any agreement with any of its affiliates relating primarily to Taxes, changes to any annual accounting period, or changes to any material accounting period, in any such case, as required by Law or by any Governmental Entity;

(k) change any policies or procedures on discharging accounts payable (including deferrals of payment), collecting accounts receivable, notes receivable or other receivables (including acceleration of collection), or managing working capital and Cash and Cash Equivalents, except as required by Law or by any Governmental Entity, provided that the Company shall give Parent 30 days prior written notice of any change that in the Company's determination is required by Law or any Governmental Entity (or such shorter period of notice as may be required by Law or such Governmental Entity);

(l) (i) terminate any Material Contract or intercompany agreement of the Company and/or any of the Business Subsidiaries or (ii) other than in accordance with past practices in the Ordinary Course of Business or as required by Law or Governmental Entity, amend any Material Contract or intercompany agreement of the Company and/or any of the Business Subsidiaries provided that the Company shall give Parent 30 days prior written notice of any such amendment that in the Company's determination is required by Law or any Governmental Entity (or such shorter period of notice as may be required by Law or such Governmental Entity);

(m) increase, or agree to increase, the compensation payable, or to become payable, to any Company Employee or Company Consultant, including grant or pay any bonuses (other than the Sales Bonuses) or amend the terms of any outstanding bonuses (including the Sale Bonuses), or grant any severance or termination pay to, or enter into any employment or severance agreement with, any Company Employee or Company Consultant, or establish, adopt, enter into, increase the benefits under, terminate or waive rights to or under or amend any Company Plan;

(n) other than compensation payments made through payroll to Company Employees or payments to Providers, make any payments to any Recipient or affiliate or director of the Company, the Business Subsidiaries or any Recipient or any family member or affiliate of any such person other than in the Ordinary Course of Business pursuant to agreements or policies set forth on Section 7.01(n) of the Disclosure Letter; or

(o) other than in the Ordinary Course of Business, enter into any transaction or agreement with any current or former equity holder, director, officer or employee of the Company or the Business Subsidiary, or any family member or affiliate thereof.

Section 7.02. Litigation. Each of the Company and Parent shall notify the other in writing promptly after learning of any material claim, action, suit, arbitration, mediation,

proceeding or investigation by or before any court, arbitrator or arbitration panel, board or other Governmental Entity initiated by it or against it, or known by it to be threatened against it (and in the case of the Company, any of the Business Subsidiaries) or any of its (and in the case of the Company, any of the Business Subsidiaries) officers, directors, employees or stockholders in their capacity as such.

Section 7.03. Notification of Certain Matters. Each party shall give reasonably prompt notice to the other parties of (a) the occurrence, or non-occurrence, of any event the occurrence, or non-occurrence, of which would be likely to cause (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect, or (ii) any covenant, condition or agreement of such party contained in this Agreement not to be complied with or satisfied, in any material respect; and (b) any failure or inability of such party to comply, in any material respect, with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

Section 7.04. Interim Financial Statements. After the date hereof until the date that is five business days prior to the anticipated Closing Date, the Company shall within five business days after the filing of such items with the Applicable Department of Insurance, deliver to the Parent the SAP financial statements of each SAP Subsidiary as of the end of such quarter and for the period then ended (which shall be unaudited) (such financial statements, the "Subsequent Period Financial Statements"). The Subsequent Period Financial Statements shall be incorporated in the definition of Statutory Statements, such that the representations and warranties contained in Article V regarding Statutory Statements shall extend to the Subsequent Period Financial Statements. In addition, within thirty (30) days after the end of each calendar month, beginning with the month ending June 30, 2013, the Company shall deliver to Parent (i) an unaudited consolidated balance sheet of the Company as of such month-end, and the related consolidated statements of income, shareholders' (deficit) equity and changes in cash flows for the year-to-date period and (ii) consolidating balance sheets and profit and loss statements of the Company as of such month-end. Such interim financial statements shall be incorporated in the definition of Financial Statements, such that the representations and warranties contained in Article V regarding Financial Statements shall extend to such interim financial statements.

Section 7.05. No Control of Other Party's Business. Except as set forth in this Agreement, nothing shall give Parent, directly or indirectly, the right to control or direct the Company's or its Business Subsidiaries' operations prior to the Effective Time, and nothing contained in this Agreement shall give the Company, directly or indirectly, the right to control or direct Parent's or its subsidiaries' operations prior to the Effective Time. Prior to the Effective Time, each of the Company and Parent shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its subsidiaries' respective operations.

ARTICLE VIII

ADDITIONAL AGREEMENTS

Section 8.01. Company Stockholder Approval.

(a) As promptly as practicable after the date of this Agreement, the Company shall cause this Agreement to be submitted to the Stockholders for their consideration and adoption, and to the extent the Stockholders in their capacity as holders of Common Stock, including Block Vision Holdings, LLC, thereafter shall have executed a written consent in accordance with Section 228 of the DGCL (the "Stockholder Consent") and delivered it to the Secretary of the Company, the Secretary shall thereupon certify and acknowledge that the Required Vote of the Company Stockholders has been duly obtained pursuant to Section 228 of the DGCL and the Stockholders Agreement and record the same in the books and records of the Company and deliver such Stockholder Consent and certification to Parent within 48 hours after receiving such Stockholder Consent. If the Stockholder Consent and certification of the Required Vote shall not have been delivered to Parent as provided in the immediately preceding sentence within six (6) business days after the date hereof, then this Agreement shall be null and void and of no further force or effect. In addition to the foregoing actions specified in this Section 8.01(a), the Company shall take all actions required under Sections 103, 228 and 251 of the DGCL necessary to give immediate operative effect to the Stockholder Consent in accordance with this Section 8.01(a).

(b) As promptly as practicable after the date of this Agreement the Company shall prepare a disclosure statement on an appropriate form and in substance reasonably satisfactory to Parent which shall include all disclosure of all matters necessary in accordance with applicable law with respect to the approval of this Agreement by the Company and the submission thereof to the Stockholders (that have not previously submitted their consent) for their consideration and adoption, including a description of the Company Stockholders' appraisal rights with respect to the Merger under Section 262 of the DGCL and the information necessary for all holders of Common Stock who did not execute the Stockholder Consent and who otherwise did not fail to properly exercise or otherwise withdraw or lose their right to seek appraisal under Section 262 of the DGCL, and a description of the payments, if any, that are the subject of the stockholder approval pursuant to Section 8.02 (the "Disclosure Statement"). The Company shall: (A) cause the Disclosure Statement to comply with applicable legal requirements; and (B) cause the Disclosure Statement to be mailed to the Company Stockholders (that have not previously submitted their consent) as promptly as practicable following the date of this Agreement. The Company will provide to Parent a reasonable opportunity to review and comment upon the Disclosure Statement and any amendments or supplements thereto. Parent will cooperate with the Company in the preparation of the Disclosure Statement and will provide information reasonably required to be provided by it for inclusion in the Disclosure Statement. The Company agrees, as to itself and the Business Subsidiaries, that if, at any time prior to the receipt of the Stockholder Consent, it is discovered by the Company that any of the information supplied by it or any Business Subsidiary for inclusion or incorporation by reference in the Disclosure Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company shall promptly transmit to the Stockholders any amendment or supplement to such Disclosure Statement rectifying such misstatement or omission.

Section 8.02. Section 280G Matters. Prior to the Effective Time, the Company shall submit to a shareholder vote (along with adequate disclosure satisfying the requirements of Code Section 280G(b)(5)(B)(ii) and any regulations promulgated thereunder) the right of any

"disqualified individual" with respect to the Company (within the meaning of Code Section 280G(c)) to receive any payment that would constitute a "parachute payment" (within the meaning of Code Section 280G(b)(2)(A)) and as to which such individual waives his or her rights as described in the following sentence in a manner that satisfies the shareholder approval requirements of Code Section 280G(b)(5) and any regulations promulgated thereunder to the extent necessary to cause any such payment to not constitute an "excess parachute payment" within the meaning of Code Section 280G(b)(1). To the extent that any "disqualified individual" has the right to receive payments that could constitute "parachute payments" and elects to waive such rights, the Company shall obtain waivers of such rights prior to soliciting the vote described in the immediately preceding sentence such that the vote shall, if successful, establish each "disqualified individual's" right to the payment. All costs and expenses of obtaining the waivers and soliciting the vote under this Section 8.02 shall be paid by the Company Security Holders. The Company shall provide Parent with copies of all 280G-related documents, including, without limitation, any 280G analysis prepared by the Company, the Disclosure Statement, waivers and shareholder consents, for Parent's review and comment and shall consider all reasonable comments made thereto by Parent.

Section 8.03. Access to Information; Confidentiality.

(a) From the date of this Agreement to the Effective Time or the earlier termination of this Agreement pursuant to Section 10.01, the Company shall, and shall cause the Business Subsidiaries to: (i) provide to Parent, and its officers, directors, employees, representatives, stockholders, affiliates or agents (collectively, the "Representatives") access at reasonable times upon reasonable prior notice to the directors, officers, employees, agents, properties, offices, books, records and other facilities of the Company and the Business Subsidiaries and (ii) furnish such information concerning the properties, contracts, assets, liabilities, personnel and other aspects of the Business as reasonably requested by Parent or its Representatives.

(b) The parties shall comply with, and shall cause their respective Representatives to comply with, all of their respective obligations under the Mutual Nondisclosure Agreement, dated April 16, 2012 (the "Confidentiality Agreement"), between the Company and Superior Vision Services, Inc. The Confidentiality Agreement shall automatically terminate and be of no further force or effect as of the Closing Date.

Section 8.04. Further Action; Consents; Filings.

(a) Upon the terms and subject to the conditions hereof, and except as otherwise expressly provided in this Agreement, each of the parties hereto shall use its commercially reasonable best efforts to (i) take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Merger and the other transactions contemplated by this Agreement, (ii) obtain from or provide to any Governmental Entity or any other person all consents, licenses, permits, waivers, approvals, authorizations, notices or orders required to be obtained or made by Parent or the Company or any of their subsidiaries in connection with the authorization, execution and delivery of this Agreement and the consummation of the Merger and the other transactions contemplated by this Agreement, including those required under each

Applicable Department of Insurance, if applicable, and all Company Permits, and (iii) make all filings set forth in Section 4.06(b) of the Disclosure Letter or otherwise described in Section 4.06(b), with respect to this Agreement, the Merger and the other transactions contemplated by this Agreement; provided, that neither Parent, Merger Sub nor any of their affiliates shall be required to, and none of the Company or any of its Subsidiaries may, without the prior written consent of Parent, agree or commit to take any action or suffer to exist any condition, limitation, restriction or requirement that would constitute or result in a Burdensome Condition in order to secure the authorization of any Person or Governmental Entity, including the Applicable Department of Insurances pursuant to Section 8.04(c), to consummate Merger and contemplated transactions. The parties hereto shall cooperate with each other in connection with the making of all such filings, including by providing copies of all such documents to the nonfiling party and its advisors prior to filing.

(b) From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, the Company and Parent shall promptly notify the other in writing of any pending or, to the knowledge of the Company or to the knowledge of Parent, as applicable, threatened action, proceeding or investigation by any Governmental Entity or any other person against or involving the Company or any Business Subsidiary, on the one hand, or Parent, on the other hand.

(c) Parent and Merger Sub will use commercially reasonable best efforts to (i) obtain as promptly as practicable, any consent, approval, order, authorization, registration or permit of, or filing with or notification to, any Governmental Entity or other person, and will make such declarations, filings and registrations as may be required therewith, including the filing of a Form A Holding Company Acquisition Statement with each Applicable Department of Insurance (the "Form A Filings") within thirty (30) days after the date hereof, and provide such other information and communications to such persons (including, without limitation, any Governmental Entity) as the Company or such persons may reasonably request, and (ii) cooperate with the Company in obtaining, as promptly as practicable, all approvals, consents and authorizations the Company is required to obtain in connection with the transactions contemplated by this Agreement, including those identified in Section 4.06(b) of the Disclosure Letter. The Company shall provide Parent with prompt notice of the receipt of any approval, consent or authorization of a person (including, without limitation, any Governmental Entity) discussed above, and Parent and Merger Sub agree to provide the Company with prompt notice of Parent's receipt of any approval, consent, or authorization of a person (including, without limitation, any Governmental Entity) discussed above. Parent agrees that not less than five business days prior to the filing of each Form A Filing, Parent will provide to the Company a copy of such Form A Filing (excluding any exhibits or schedules attached thereto) and provide the Company with four business days to provide comments thereon; provided, that the final determination as to the content of such filings and submissions shall remain solely with Parent and Merger Sub. Following each Form A Filing, Parent shall keep the Company informed of the status of such filing and shall provide the Company with copies of any material correspondence with each Applicable Department of Insurance with respect thereto. Notwithstanding the foregoing, Parent and Merger Sub will not provide to the Company portions of the Form A filings or communications that contain confidential or personal information about Parent's security holders or their respective directors, officers or employees.

Section 8.05. No Public Announcement. The Company and the Recipients, on the one hand, and Parent Holdco, Parent and Merger Sub, on the other hand, agree that, unless otherwise required by Law or any Governmental Entity, no public release or public announcement concerning the transactions contemplated herein shall be issued without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed, except for such release or announcement by a party as may be required by any Law or Order, in which case the party required to make the release or announcement shall allow the other parties reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding the foregoing, the initial press release relating to this Agreement shall be a joint press release the text of which has been agreed to by each of Parent and the Company. After the Closing Date, the Parent and its institutional investor may identify the Company as a portfolio company on such institutional investor's website, in its marketing materials and in its press releases, provided that any description of the transactions contemplated herein shall be consistent with the initial press release.

Section 8.06. Indemnification of Officers and Directors.

(a) Each of Parent and Merger Sub agrees that all rights to indemnification or exculpation existing in favor of, and all limitations on the personal liability of, each present and former director and officer of the Company and its Business Subsidiaries provided for in the organizational documents of the Company and its Business Subsidiaries or in employment agreements or indemnification agreements, in each case to the extent identified on Section 8.06 of the Disclosure Letter (collectively, the "Indemnification Provisions"), for acts or omissions which occurred at or prior to the Effective Time shall continue in full force and effect for a period of not less than six years from the Closing Date.

(b) The Company and its Business Subsidiaries shall maintain, through the purchase of a non-cancelable run-off policy (one-half of the premium for which shall be a Transaction Expense), directors' and officers' liability insurance covering Persons who are currently covered by such insurance on terms no less favorable than those in effect on the date hereof for a period of six (6) years after the Closing Date.

(c) The provisions of this Section 8.06 are intended for the benefit of, and shall be enforceable by, all past and present officers and directors of the Company and such person's heirs and representatives. The rights of all past and present officers and directors of the Company under this Section 8.06 are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by contract, applicable Law or otherwise.

(d) Notwithstanding the foregoing and notwithstanding anything to the contrary set forth in the Indemnification Provisions or any insurance policies, in no event shall any Recipient, director, officer or other beneficiary of this Section 8.06 or any affiliate of the foregoing have a right to advancement, contribution or indemnification in connection with making or defending an indemnification claim under Article XI.

Section 8.07. Tax Matters.

(a) From and after Closing, the Recipients, pursuant to Article XI and subject to the limitations and other provisions set forth therein, shall indemnify and hold the Parent Indemnified Parties (as defined in Section 11.02) harmless from and against, and pay to the Parent Indemnified Parties the amount of any and all Losses (as defined in Section 11.02) in respect of (i) all Taxes of the Company and the Business Subsidiaries (A) for any taxable period (or portion thereof, determined in accordance with Section 8.07(d) hereof) ending on or before the Closing Date or (B) resulting from the consummation of the transactions contemplated by this Agreement (except with respect to income Taxes, to the extent such Taxes are reflected in the accrued and unpaid income Taxes taken into account in determining Company Indebtedness); (ii) any and all Taxes imposed on the Company or any of the Business Subsidiaries as a result of being a member (or as a result of a predecessor being a member) of a consolidated, combined or unitary group on or prior to the Closing Date, by reason of the Liability of the Company or any of the Business Subsidiaries (or any predecessor thereof) pursuant to Treasury Regulation Section 1.1502-6(a) (or any similar provision of state, local or foreign Tax Law); (iii) any and all Taxes of any person (other than the Company or the Business Subsidiaries) imposed on the Company or any of the Business Subsidiaries as a transferee or successor, by contract or otherwise, which Taxes relate to an event or transaction occurring on or before the Closing Date; (iv) the failure of any of the representations or warranties contained in Section 5.08 to be true and correct in all respects (determined without regard to any qualification as to materiality contained therein) or the failure to perform any covenant or agreement contained in this Agreement with respect to Taxes; and (v) . Notwithstanding anything to the contrary herein, the representations, warranties and covenants and agreements contained in or made pursuant to this Agreement with respect to Taxes shall survive

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(b) Transfer Taxes. Except for any stock transfer taxes imposed upon a Recipient by operation of Law (which such Recipient shall be wholly responsible to pay), the Surviving Corporation shall be responsible for the timely payment of all transfer, documentary, sales, use, stamp, registration and other similar Taxes and other governmental charges (including, without limitation, charges for or in connection with the recording of any instrument or document as provided in this Agreement and any state or local transfer Taxes) (the "Transfer Taxes") imposed due to the Merger or any other transactions contemplated by this Agreement, and the Recipients shall indemnify the Surviving Corporation or other Parent Indemnified Party for one half of all Transfer Taxes pursuant to Section 8.07(a)(v). The Recipients' Representative and Parent shall cooperate to file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration, and other Taxes and fees, and, if, required by applicable law, Parent and the Surviving Corporation will, and will cause their affiliates to, join in the execution of any such Tax Returns and other documentation. In no event shall the Surviving Corporation bear any Tax payable by any Recipient in connection with, or with respect to, any Recipient's receipt of Merger Consideration.

(c) Tax Returns. Parent shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company or any of the Business Subsidiaries that are filed after the Effective Time. All such Tax Returns for any Pre-Closing Tax Period (each a "Pre-Closing Return") shall be prepared in a manner consistent with the prior practice of the Company unless otherwise required by Law. Not later than 20 days prior to the due date, including any extensions thereof, for the filing of any Pre-Closing Return (or, if such due date is within 45 days

following the Effective Time, as promptly as practicable following the Effective Time), Parent shall provide the Recipients' Representative with a copy of such Pre-Closing Return and Parent shall consider in good faith the reasonable comments made thereto by the Recipients' Representative. The Recipients, pursuant to Article XI and subject to the limitations and other provisions set forth therein, shall indemnify and hold the Parent Indemnified Parties harmless from and against and pay to the Parent Indemnified Parties the amount of any Taxes of the Company and the Business Subsidiaries with respect to any Pre-Closing Tax Period reflected on any such Pre-Closing Return except (i) to the extent such Taxes were actually paid by the Company or any Business Subsidiary before the Closing Date or (ii) with respect to income Taxes, to the extent that such Taxes are reflected in accrued and unpaid income Taxes taken into account in determining Company Indebtedness. Nothing in the foregoing provisions of this Section 8.07(c) shall excuse the Recipients from their responsibility for their share, as determined in accordance with this Section 8.07(c) and 8.07(a), of any Taxes if the amount of Taxes as ultimately determined (on audit or otherwise) for periods covered by the relevant Tax Returns exceeds the amount determined under the foregoing provisions of this Section 8.07(c).

(d) Computation of Tax Liabilities. Where it is necessary for purposes of this Agreement to apportion the Taxes of the Company and the Business Subsidiaries for a taxable year or period (or portion thereof) that includes but does not end on the Closing Date, such Liability shall be apportioned between the period deemed to end on and include the Closing Date, and the period deemed to begin at the beginning of the day following the Closing Date on the basis of an interim closing of the books, except that Taxes (such as real or personal property Taxes) imposed on a periodic basis and not imposed on income, receipts, sales, use, employment or value added or by withholding shall be allocated on a daily basis (based upon a fraction the numerator of which is the number of days in the taxable period ending on and including the Closing Date and the denominator of which is the number of days in the entire taxable period). To the extent that any Tax for such a taxable year or period is based on the greater of a Tax on net income, on the one hand, and a Tax measured by net worth or some other basis not otherwise measured by income, on the other hand, the apportionment of such shall be determined based on the foregoing and based on the manner in which the actual Tax Liability for the entire taxable year or period is determined. In the case of a Tax that is (i) paid for the privilege of doing business during a period (a "Privilege Period") and (ii) computed based on business activity occurring during an accounting period ending prior to such Privilege Period, any reference to a "Tax period," a "tax period," or a "taxable period" shall mean such accounting period and not such Privilege Period.

(e) Amended Returns. Unless otherwise required by Law, Parent and, after the Closing, the Surviving Corporation, shall not file or cause to be filed any Tax Return for the Company or any of the Business Subsidiaries that relates to any Tax period (or portion thereof) that ends on or before the Closing Date without the prior written consent of the Recipients' Representative, which consent may not be unreasonably conditioned, withheld or delayed.

(f) Refunds and Tax Benefits. Any Tax refunds related to the Company or any Business Subsidiary that are received by the Surviving Corporation or any of its affiliates that relate to any taxable period or portion thereof (determined in accordance with Section 8.07(d)) of the Company or any of the Business Subsidiaries ending on or before the Closing Date (the "Pre-Closing Tax Period") shall be for the account of the Recipients; provided,

however, that for any taxable period beginning on or after January 1, 2013, this Section 8.07(f) shall only apply to any such Tax refund solely to the extent that such refund is generated by tax savings from federal, state, local or non-US income tax deductions relating to the payment of consideration with respect to Company Options pursuant to Section 3.05(f), Sale Bonuses pursuant to Section 3.05(g), Transaction Expenses pursuant to Section 3.05(h) or Transaction Expenses paid after the date hereof but prior to the Closing Date. Parent shall pay (i) the Company Stockholders' aggregate Pro Rata Percentage of any such refund, net of any costs directly associated with receiving such refund and net of any increased Taxes resulting from such refund to the Recipients' Representative for prompt distribution and (ii) the Company Option Holders' and Sale Bonus Recipients' aggregate Pro Rata Percentage of such amount to the Surviving Corporation for prompt distribution amongst the Company Option Holders and Sale Bonus Recipients via payroll and less applicable withholding Taxes determined by the Surviving Corporation, in each case within 30 days after receipt of such refund. For purposes of this Agreement, the term "refund" shall mean, except as otherwise provided herein, the receipt of cash due to an overpayment by the Company or any of the Business Subsidiaries of Taxes for a Pre-Closing Tax Period or the use by Parent, affiliates or the Surviving Corporation of an overpayment by the Company or any of the Business Subsidiaries of Taxes for a Pre-Closing Tax Period as a credit or other Tax offset against Taxes of Parent, its affiliates or the Surviving Corporation. For purposes of this Agreement, the term "refund" shall not include any receipt of cash or use of an overpayment as a credit or other Tax offset resulting from the use of or a carry back of any Tax attribute of the Surviving Corporation generated after the Closing Date to any Pre-Closing Tax Period.

(g) Tax Proceedings. This Section 8.07(g) and not Section 11.05 shall control any audit or investigation with respect to the Taxes of the Company or any of the Business Subsidiaries. If, subsequent to the Closing Date, Parent or the Surviving Corporation shall receive notice of a Tax proceeding with respect to the Company or any of the Business Subsidiaries with respect to Taxes the payment of which is the responsibility of the Recipients or for which the Recipients would have an indemnification obligation under the foregoing provisions of this Section 8.07, Parent shall promptly notify the Recipients' Representative in writing of such Tax proceeding, provided that the failure of Parent to give such notice shall not relieve the Recipients of their indemnification obligations under the foregoing provisions of this Section 8.07, except to the extent that the Recipients can demonstrate actual loss and prejudice as a result of such failure. With respect to any Tax proceeding for which: (i) the Recipients' Representative acknowledges in writing that the Recipients are liable under this Section 8.07 for all Losses relating thereto and (ii) Parent reasonably believes that the Recipients will indemnify Parent for all such Losses, the Recipients' Representative shall be entitled to control, in good faith, all proceedings taken in connection with such Tax proceeding with counsel satisfactory to Parent; provided, however, that (x) the Recipients' Representative shall promptly notify Parent in writing of its intention to control such Tax proceeding, (y) in the case of a Tax proceeding relating to Taxes of the Company or any of the Business Subsidiaries for a Tax period beginning before and ending after the Closing Date, the Recipients' Representative and Parent shall jointly control all proceedings taken in connection with any such Tax proceeding, and (z) the Tax proceeding shall not be settled or resolved without Parent's consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, if notice is given to the Recipients' Representative of the commencement of any Tax proceeding and the Recipients' Representative does not, within ten (10) Business Days after the Parent's notice is given, give

notice to the Parent of its election to assume the defense thereof (and in connection therewith, acknowledge in writing the Recipients' indemnification obligations hereunder), the Recipients shall be bound by any determination made in such Tax proceeding or any compromise or settlement thereof effected by the Parent. Parent and the Surviving Corporation shall use their commercially reasonable best efforts to provide the Recipients' Representative with such assistance as may be reasonably requested by the Recipients' Representative in connection with a Tax proceeding controlled solely or jointly by the Recipients' Representative.

(h) Assistance and Cooperation. In connection with the preparation of Tax Returns and any audits by or disputes with any Governmental Entity, including any Tax Authority, regarding any Tax Return of the Company or any of the Business Subsidiaries, and any administrative or judicial proceedings relating to the Tax liabilities imposed on the Company or any of the Business Subsidiaries, Parent and its affiliates, including the Company, on the one hand, and the Recipients' Representative, on the other hand, shall cooperate fully with each other, including, without limitation, the furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account, powers of attorney or other materials necessary or helpful for the preparation of such Tax Returns, the conduct of any audits by or disputes with any Governmental Entity, including any Tax Authority, regarding any Tax Return of the Company or any of the Business Subsidiaries. Parent shall retain all books and records with respect to Pre-Closing Tax Period Taxes until the applicable period for assessment under applicable Law (giving effect to any and all extensions or waivers) has expired, and comply or cause the compliance with all record retention agreements entered into with any Tax Authority. Parent shall and shall cause the Surviving Corporation to give the Recipients' Representative reasonable notice prior to discarding or destroying any such books and records relating to Pre-Closing Tax Period Tax matters and, if the Recipients' Representative so requests, the Surviving Corporation shall allow the Recipients' Representative to take possession of such books and records at its own cost and expense. The Recipients' Representative shall deliver within five days after Parent's request therefor any information within the possession of (or reasonably available to) the Recipients' Representative required to be reported by Parent or the Company pursuant to Section 6043A of the Code.

(i) Option Treatment; Treatment of Transaction Expenses. To the extent permitted under applicable Law, the parties hereto agree to treat payment of consideration with respect to Company Options pursuant to Section 3.05(f) of this Agreement, the payment of Sales Bonuses pursuant to Section 3.05(g) and the payment of all Transaction Expenses pursuant to Section 3.05(h), as being allocable to the portion of the Closing Date that occurs before the Closing and, accordingly, that any federal income tax deduction related to such payment shall be reflected on the Company's U.S. federal income Tax Return for the taxable period ending on the Closing Date (and in a consistent manner on any applicable state, local or non-U.S. income Tax Returns).

(j) Tax Treatment of Indemnity Payments. Any indemnity payment made pursuant to this Agreement shall be treated as an adjustment to the Merger Consideration for all Tax purposes, unless otherwise required by Law.

Section 8.08. Exclusivity.

(a) Except as set forth below, from and after the date of this Agreement until the earlier of the termination of this Agreement in accordance with Article X hereof or the Effective Time, the Company shall not, directly or indirectly through any officer, director, employee, representative or agent of the Company or otherwise: (i) solicit, initiate, or encourage any inquiries or proposals that constitute, or could reasonably be expected to lead to, a proposal or offer for a merger, consolidation, share exchange, business combination, sale of all or substantially all assets, sale of shares of capital stock or similar transaction with respect to the Company other than the transactions contemplated by this Agreement (any of the foregoing inquiries or proposals an "Acquisition Proposal"); (ii) engage or participate in negotiations or external discussions concerning, or provide any non-public information to any person or entity relating to, any Acquisition Proposal; or (iii) agree to, enter into, accept, approve or recommend any Acquisition Proposal.

(b) The Company shall notify Parent orally and in writing promptly (but in no event later than 24 hours) after receipt by any of the Company, the Business Subsidiaries or any of the Representatives thereof of any proposal or offer from any person other than Parent regarding an Acquisition Proposal or any request for non-public information relating to the Company or the Business Subsidiaries or for access to the properties, books or records of the Company or the Business Subsidiaries by any person other than Parent. The Company shall keep Parent informed, on a current basis, of any material changes in the status and any material changes or modifications in the material terms of any such proposal, offer, indication or request.

(c) The Company shall (and the Company shall cause the Business Subsidiaries and their Representatives to) immediately cease and cause to be terminated any existing discussions or negotiations with any persons (other than Parent) conducted heretofore with respect to any Acquisition Proposal.

Section 8.09. Financial Capability.

(a) Each of Parent and Merger Sub shall keep the Company informed on a reasonably current basis and in reasonable detail of the status of the Debt Financing.

(b) Parent and Merger Sub shall use their respective commercially reasonable best efforts to (i) take, or cause to be taken, all actions and (ii) do, or cause to be done, all things necessary, proper and advisable to (A) as promptly as practicable, consummate the Debt Financing on the terms and conditions described in the Debt Commitment Letters, (B) enter into definitive agreements with respect thereto consistent with the terms and conditions contained in the Debt Commitment Letters or on other terms that would not adversely impact or delay in any material respect the ability of the Debt Financing Sources to consummate the Debt Financing, (C) maintain the effectiveness of the Debt Commitment Letters, (D) enforce their rights under the Debt Commitment Letters in the event of a breach by any Debt Financing Source, (E) satisfy on a timely basis (or obtain the waiver of) all conditions to receipt of the Debt Financing applicable to Parent and Merger Sub in such definitive agreements that are to be satisfied by Parent or Merger Sub, and (F) comply with their respective obligations under the Debt Commitment Letters.

(c) In the event any portion of the Debt Financing becomes unavailable on the terms and conditions contemplated in the Debt Commitment Letters, and such portion is reasonably required to fund and consummate the Merger, Parent and Merger Sub shall use their commercially reasonable best efforts to obtain one or more written commitments for alternative financing on substantially similar or better terms and conditions from the perspective of Parent and Merger Sub as compared to the terms and conditions contained in the Debt Commitment Letters ("Alternative Financing") as promptly as reasonably practicable following the occurrence of such event.

Section 8.10. Financing Assistance. The Company shall use its commercially reasonable best efforts to, and shall cause its Business Subsidiaries and shall instruct its and their Representatives, including senior management, legal, non-legal and accounting advisors, to use their commercially reasonable best efforts to, provide such cooperation as may reasonably be requested by Parent in connection with the closing of the financing contemplated by the Debt Commitment Letters or any Alternative Financing, including with respect to (i) participating in a reasonable number of meetings, due diligence and drafting sessions (including, without limitation, accounting due diligence sessions), presentations (including without limitation, marketing (or similar) presentations, and lender and other investor presentations), sessions with rating agencies and road shows, (ii) assisting in preparing offering memoranda, rating agency presentations, private placement memoranda, prospectuses, and similar documents, (iii) providing as promptly as practicable to Parent and its Debt Financing Sources such financial and other information regarding the Company and any Business Subsidiaries as Parent shall reasonably request, to the extent readily available to the Company, in order to consummate the financings contemplated by the Debt Commitment Letters, (iv) cooperating reasonably with the due diligence of the Debt Financing Sources of the Debt Financing, to the extent customary and reasonable; provided, that the actions contemplated in the foregoing clauses (i) through (iv) do not require the Company or its Business Subsidiaries to pay any out-of-pocket fees or expenses prior to the Closing that are not promptly reimbursed by Parent. All non-public or other confidential information provided by the Company or any of its Business Subsidiaries pursuant to this Section 8.10 shall be kept confidential in accordance with the Confidentiality Agreement.

Section 8.11. Preservation of Insurance Licenses. From the date of this Agreement until the Closing Date, the Company shall, and shall cause each Insurance Business Subsidiary to, use commercially reasonable best efforts to preserve and maintain such Insurance Business Subsidiary's Insurance Licenses.

ARTICLE IX

CONDITIONS TO THE MERGER

Section 9.01. Conditions to the Obligations of Each Party. The respective obligations of the Company, Parent Holdco, Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver (where permissible) of the following conditions:

(a) No Order. No Governmental Entity or court of competent jurisdiction located or having jurisdiction in the United States shall have enacted, issued, promulgated, enforced or entered any Order which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger.

(b) Certain Regulatory Approvals. All required consents and approvals of any Governmental Entity (excluding any health maintenance organization or client counterparty to a contract or agreement of the Company or any Business Subsidiary), including but not limited to, the approval of the Form A Filings and the approval of each Applicable Department of Insurance to the change in control of the Company to be effected by the Merger, shall have been obtained and be in full force and effect.

Section 9.02. Conditions to the Obligations of Parent Holdco, Parent and Merger Sub. The obligations of Parent Holdco, Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver (where permissible) of the following additional conditions:

(a) Representations and Warranties. The representations and warranties made by the Company in this Agreement that are qualified by materiality or Company Material Adverse Effect will be true and correct in all respects and each of the representations and warranties made by the Company contained in this Agreement that are not so qualified will be true and correct in all material respects, in each case, as if such representations or warranties were made on and as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties speak as of a specific date, in which case such representations and warranties will be so true and correct or so true and correct in all material respects, as the case may be, as of such specific date) and Parent shall have received a certificate of the Chief Executive Officer of the Company to that effect.

(b) Agreements and Covenants. The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time and Parent shall have received a certificate of the Chief Executive Officer of the Company to that effect.

(c) Stockholder Approval. The Stockholder Consent shall have been executed and delivered by Company Stockholders holding at of the Common Stock.

(d) Consents and Approvals. All consents, approvals and notices set forth in Section 9.02(d) of the Disclosure Letter shall have been obtained or provided and shall be in full force and effect.

(e) Absence of Material Adverse Effect. Since the date of this Agreement, there shall have been no change, event or condition of any character that, individually or in the aggregate, has had or would have a Company Material Adverse Effect and Parent shall have received a certificate of the Chief Executive Officer of the Company to that effect.

(f) Equity Investment. The Rollover Stockholder has contributed the Rollover Shares to the Parent Holdco in exchange for the Parent Holdco Shares pursuant to the Contribution Agreement.

(g) Financing. Parent shall have obtained the debt financing contemplated by the Debt Commitment Letters or Alternative Financing.

(h) Closing Deliveries.

(i) A copy of the Escrow Agreement, duly executed by the Escrow Agent and the Recipients' Representative, shall have been delivered to Parent.

(ii) Parent shall have received a certificate executed by the Secretary of the Company attaching and certifying as true and correct copies of (A) the Company's current certificate of incorporation and bylaws, and (B) the resolutions of the Company Board and the Company Stockholders approving and adopting this Agreement and the transactions relating hereto, including the Merger.

(iii) Certificates of good standing of the Company and each Business Subsidiary issued by the Secretary of State or appropriate authority of its jurisdiction of organization.

(iv) Payoff letters for all Company Indebtedness consisting of borrowed funds identified in Section 9.02(h) of the Disclosure Letter shall have been delivered to Parent and lien releases and UCC-3s reflecting the satisfaction in full of any Liens filed against the Company and any Business Subsidiaries, each in a form reasonably acceptable to Parent.

(v) Written resignations executed by each of the officers and directors of the Company and each of the Business Subsidiaries, which officers and directors shall be identified by Parent as of reasonable time prior to the Closing Date, which resignations shall be effective at the Effective Time.

(vi) A General Release substantially in the form of Exhibit D attached hereto, duly executed by each of the Recipients and shall have been delivered to Parent.

(vii) Properly executed Certificates of Non-foreign Status of Transferor, which state that the transferor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate, as the case may be (and provides identifying information), shall have been delivered to Parent.

(viii) A non-competition, non-solicitation, non-hire and confidentiality agreement substantially in the form of Exhibit E (the "Non-Competition Agreement"), executed by each of the Company Security Holders that is a member of the management of the Company or any of the Business Subsidiaries, the Rollover Stockholder and each Sale Bonus Recipient, and each shall have been delivered to Parent.

(ix) An employee non-solicitation and non-hire and confidentiality agreement substantially in the form of Exhibit F (the "Non-Solicitation Agreement"), executed by and each shall have been delivered to Parent.

(x) A Joinder Agreement executed by each of the Recipients shall have been delivered to Parent.

(xi) An Option Termination Agreement in the form of Exhibit B attached hereto shall have been executed and delivered by all of the Company Option Holders.

(xii) The Employment Agreements executed by each of on the date hereof and delivered to Parent shall be in full force and effect.

(xiii) The Parent Holdco LLC Agreement shall have been joined by the Rollover Stockholder, , with such executed joinders delivered to Parent Holdco.

(xiv) Evidence, reasonably satisfactory to Parent, that the Stockholders Agreement and the Common Stock Plan, each as amended, restated, supplemented or replaced, have been terminated effective on or prior to the Closing shall have been delivered to Parent.

(xv) A Contribution Agreement executed by on the date hereof and delivered to Parent Holdco shall be in full force and effect.

(xvi) Subscription Agreements executed by on the date hereof and delivered to Parent Holdco shall be in full force and effect.

(i) Net Worth. The net worth of each of the Insurance Business Subsidiaries shall be at least equal to the amount required under all applicable Laws and Orders.

(j) Required RBC. The Cash and Cash Equivalents of each Block Vision of Texas, Inc. and Vision Insurance Plan of America, Inc. shall be equal to or greater than % of the applicable risk based capital requirements of the NAIC.

Section 9.03. Conditions to the Obligations of the Company. The obligations of the Company to consummate the Merger are subject to the satisfaction or waiver (where permissible) of the following additional conditions:

(a) Representations and Warranties. The representations and warranties made by Parent Holdco, Parent and Merger Sub in this Agreement that are qualified by materiality will be true and correct in all respects and each of the representations and warranties of Parent Holdco, Parent and Merger Sub that are not so qualified will be true and correct in all material respects, in each case, as if such representations or warranties were made on and as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties speak as of a specific date, in which case such representations and warranties will be so true and correct or so true and correct in all material respects, as the case may be, as of such specific date), and the Company shall have received a certificate of the Chief Executive Officer of Parent to that effect.

(b) Agreements and Covenants. Each of Parent Holdco, Parent and Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time, and the Company shall have received a certificate of a duly authorized officer of Parent to that effect.

(c) Consents and Approvals. All consents and approvals set forth in Section 6.05(b) shall have been obtained and shall be in full force and effect.

(d) Escrow Agreement. The Escrow Agreement shall have been duly executed and delivered by Parent and the Escrow Agent.

(e) Secretary Certificates. The Company shall have received certificates executed by the Secretaries of each of Parent Holdco, Parent and Merger Sub attaching and certifying as true and correct copies of (A) the current certificate of incorporation and bylaws of such entities, and (B) the resolutions of their Board of Directors, and, to the extent applicable, their shareholders, approving and adopting this Agreement and the transactions relating hereto, including the Merger.

ARTICLE X

TERMINATION, AMENDMENT AND WAIVER

Section 10.01. Termination. This Agreement may be terminated and the Merger and the other transactions contemplated by this Agreement may be abandoned at any time prior to the Effective Time, notwithstanding any requisite approval and adoption of this Agreement and the transactions contemplated by this Agreement, as follows:

(a) by mutual written consent duly authorized by the boards of directors of each of Parent and the Company;

(b) by either Parent or the Company if the Merger shall not have occurred on or before (the "Outside Date"); provided, however, that if, as of , the approval of the Form A Filings has not been obtained, but all of the other conditions to the Closing shall have been satisfied or shall be capable of being satisfied, either Parent or the Company may, upon written notice to the other, extend the Outside Date to a date not later than , which date shall thereafter be deemed to be the Outside Date for purposes of this Agreement; provided, further, however, in no case shall the right to terminate this Agreement under this Section 10.01(b) be available to any party to this Agreement whose action or failure to act has been a breach of this Agreement and the principal cause of, or has resulted in, the failure of the Merger to occur on or before the Outside Date;

(c) by either Parent or the Company upon the issuance of any Order which is final and nonappealable which would prevent the consummation of the Merger;

(d) by either Parent or the Company if any Applicable Department of Insurance shall have denied the grant of approval of any of Parent's Form A Filings and such denial shall have become final, non-curable and non-appealable; provided, however, in no case

shall the right to terminate this Agreement under this Section 10.01(d) be available to any party to this Agreement whose action or failure to act has been a breach of this Agreement and the principal cause of, or has resulted in, such denial, if such action or failure to act constitutes a breach of this Agreement;

(e) by Parent or the Company, upon written notice to the other party, if (i) all conditions set forth in Section 9.01 and Section 9.02 have been satisfied or waived (other than Section 9.02(g) and those conditions that are to be satisfied at the Closing) and (ii) Parent has notified the Company that the Debt Financing will not be funded at the Closing and the reasons therefor;

(f) by Parent (i) upon a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company shall have become untrue, in either case such that the conditions set forth in Sections 9.02(a) or 9.02(b) would not be satisfied ("Terminating Company Breach"); provided, however, that, such Terminating Company Breach is not cured by the Company through the exercise of its commercially reasonable best efforts within ten (10) business days after Parent has notified the Company in writing of its intention to terminate this Agreement pursuant to this clause, or (ii) if any condition that must be met by the Company becomes impossible to fulfill; or

(g) by the Company (i) upon a breach of any representation, warranty, covenant or agreement on the part of Parent Holdco, Parent and Merger Sub set forth in this Agreement, or if any representation or warranty of Parent Holdco, Parent and Merger Sub shall have become untrue, in either case such that the conditions set forth in Sections 9.03(a) or 9.03(b) would not be satisfied ("Terminating Parent Breach"); provided, however, that, such Terminating Parent Breach is not cured by Parent Holdco, Parent and Merger Sub through the exercise of their respective commercially reasonable best efforts within ten (10) business days after the Company has notified Parent Holdco, Parent and Merger Sub in writing of its intention to terminate this Agreement pursuant to this clause, or (ii) if any condition that must be met by Parent Holdco, Parent or Merger Sub becomes impossible to fulfill.

Section 10.02. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10.01, this Agreement shall have no further force or effect, there shall be no Liability under this Agreement on the part of Parent Holdco, Parent, Merger Sub or the Company or any of their respective officers or directors, or the Recipients' Representative, and all rights and obligations of each party hereto shall cease; provided, however, that (i) Section 8.03(b) and 8.05, this Section 10.02 and Article XII shall remain in full force and effect and survive any termination of this Agreement, and (ii) nothing herein shall relieve any party from Liability for the breach of any of its representations or warranties, covenants or agreements set forth in this Agreement that remained uncured as of the date of the termination of this Agreement, which shall be indemnifiable under Article XI notwithstanding termination of this Agreement.

ARTICLE XI

HOLD HARMLESS; INDEMNIFICATION

Section 11.01. Survival of Representations and Warranties. The representations and warranties of the Company contained in Articles IV and V of this Agreement shall survive until the later of (a)

("Survival Date"), provided, however, that the representations and warranties set forth in

and the representations and warranties set forth in

(collectively the "Fundamental Representations") . The representations and warranties of Parent Holdco, Parent and Merger Sub set forth in of this Agreement shall survive ; provided, however, that the representations and warranties set forth in

. If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by a party hereto to another party hereto in accordance with Section 11.05(a), then the relevant representations and warranties shall survive as to such claim until such claim has been finally resolved.

Section 11.02. Indemnification by Company and Company Security Holders. Subject to the other provisions of this Article XI, until the Effective Time the Company shall, and from and after the Effective Time the Recipients (jointly and severally to the extent of the Escrow Fund and severally, not jointly, in accordance with their Pro Rata Percentages to the extent outside of the Escrow Fund) shall, indemnify Parent, Parent Holdco and each of their affiliates (including the Surviving Corporation and the Business Subsidiaries) and each of their respective Representatives, and successors and assigns, as the case may be (the "Parent Indemnified Parties") and hold each of them harmless from and against, and reimburse and pay each of them as incurred with respect to, any and all

(collectively, "Losses") incurred by them as a result and to the extent of: (a) any breach of any representation or warranty made by the Company contained in Article IV hereof or in any certificate delivered pursuant to this Agreement, (b) any breach of any representation or warranty made or by the Company contained in Article V hereof or in any certificate delivered pursuant to this Agreement (excluding for this purpose any such representations or warranties contained in Section 5.08, which are covered by Section 11.02(f) hereof), (c) any breach by the Company of any of its covenants or agreements contained in this Agreement that are required to be performed prior to the Effective Time (excluding for this purpose any such covenants or agreements related to Taxes, which are covered by Section 11.02(f) hereof), (d) any breach by the Recipients' Representative of any of its covenants or agreements contained in this Agreement (excluding for this purpose any such covenants with respect to Taxes, which are covered by Section 11.02(f) hereof), (e) any Company Indebtedness or Transaction Expenses not fully paid on the Closing Date or not included in the computation of the Merger Consideration, (f) any obligations of the Recipients with respect to Tax matters pursuant to Section 8.07, and (g) the exercise by any Company Stockholder of appraisal rights under the DGCL, including any amounts (x) paid to a Company

Stockholder in respect of their shares of Common Stock by reason of such Company Holder's exercise of appraisal rights to the extent such amounts are in excess of the Merger Consideration that such Person would otherwise be entitled to receive under this Agreement in respect of their shares of Common Stock had such Person not exercised appraisal rights and (y) incurred in connection with the defense of any such exercise of appraisal rights, including attorney and accountant fees and expenses.

Section 11.03. Indemnification by Parent Holdco, Parent, Merger Sub and the Surviving Corporation. Subject to the limitations set forth in this Article XI, until the Effective Time, Parent and Merger Sub shall, and from and after the Effective Time, Parent Holdco, Parent and the Surviving Corporation shall, in each case jointly and severally, indemnify the Company and the Recipients and each of their respective Representatives and successors and assigns, as the case may be, and save and hold each of them harmless against any Losses suffered or paid by them as a result and to the extent of: (a) any breach of any representation or warranty made by Parent Holdco, Parent or Merger Sub in Article VI hereof or in any certificate delivered pursuant to this Agreement, (b) any breach by Parent Holdco, Parent or Merger Sub of any of their respective covenants or agreements contained in this Agreement that are required to be performed prior to the Effective Time, and (c) any breach by Parent Holdco, Parent or the Surviving Corporation of any of their respective covenants or agreements contained in this Agreement that are required to be performed following the Effective Time.

Section 11.04. Limitations on Indemnification.

(a) Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Section 11.04(b), (i) neither the Company nor the Recipients, as applicable, shall be liable for any claim for indemnification pursuant to Sections 11.02(a) and 11.02(b) (other than a breach of the Fundamental Representations or instances of fraud or intentional misrepresentation, for which the following limitations will not apply), 11.02(c), 11.02(d) and 11.02(f) (other than indemnification with respect to income Tax matters, but solely to the extent such Losses relate to accrued and unpaid income taxes attributable to the period beginning January 1, 2013 and ending on the Closing Date, for which the following limitation will not apply) and (ii) neither Parent Holdco, Parent, Merger Sub nor the Surviving Corporation, as applicable, shall be liable for indemnification pursuant to Section 11.03(a) (other than for a breach of the representations and warranties set forth in , or instances of fraud or intentional misrepresentation, for which the following limitation will not apply), 11.03(b) and 11.03(c), unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Company or the Recipients, or Parent, Merger Sub or the Surviving Corporation, in each case as applicable,

(the "Deductible"), whereupon indemnification shall be payable by the Company or the Recipients, on one hand, or Parent, Merger Sub or the Surviving Corporation, on the other hand, in each case as applicable, .

(b) Notwithstanding anything to the contrary contained in this Agreement (i) the maximum aggregate amount of indemnifiable Losses which may be recovered from the Recipients for indemnification pursuant to Section 11.02 (other than for a breach of the Fundamental Representations or instances of fraud or intentional misrepresentation, for which the following limitations will not apply, or for indemnification pursuant to Section 11.02(f)) shall

be the Indemnity Escrow Amount within the Escrow Account; (ii) the maximum amount of indemnifiable Losses which may be recovered from the Recipients for indemnification pursuant to Section 11.02(f) in excess of any such indemnifiable Losses recovered from the Indemnity Escrow Amount within the Escrow Account or by way of set-off against Parent's payment obligations pursuant to Section 3.09 as provided for in Section 11.08 shall be ; (iii) the maximum amount of indemnifiable Losses which may be recovered from any Recipient shall not exceed the net pro rata Merger Consideration (including Rollover Amount) and Sale Bonuses actually received by (or credited to) such Recipient; and (iv) the maximum aggregate amount of indemnifiable Losses which may be recovered from Parent, Merger Sub and the Surviving Corporation for indemnification pursuant to Sections 11.03(a) (other than for a breach of the representations and warranties set forth in or instances of fraud or intentional misrepresentation, for which the following limitation will not apply), 11.03(b) and 11.03(c) shall be .

(c) Notwithstanding anything in this Agreement to the contrary, for the purpose of calculating the amount of any Losses incurred as a result of any breach of the representations and warranties and covenants contained in this Agreement or in any certificate delivered pursuant to this Agreement (but not for determining whether a representation, warranty or covenant has been breached for purposes of the obligations to indemnify set forth in this Article XI), any qualification with respect to materiality, Material Adverse Effect or other similar qualification shall be disregarded.

(d) Notwithstanding anything else to the contrary set forth herein, the right to indemnification, payment of Losses or any other remedy based on representations, warranties or covenants will not be affected by any investigation conducted with respect to or any knowledge acquired (or capable of being acquired) at any time with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty or covenant.

Section 11.05. Indemnification Procedures.

(a) Indemnifying and Indemnified Parties. For purposes of this Section 11.05, a party against which indemnification may be sought is referred to as the "Indemnifying Party" and the party which may be entitled to indemnification is referred to as the "Indemnified Party". Following the incurrence of any Losses by an Indemnified Party who believes that such party is entitled to indemnification pursuant to this Article XI, the Indemnified Party shall deliver to the Indemnifying Party a certificate which shall:

(i) state that the Indemnified Party has paid or will have to pay Losses for which such Indemnified Party is entitled to indemnification pursuant to Article XI; and

(ii) specify in reasonable detail to the extent then known each individual item of Loss included in the amount so stated and the nature of the misrepresentation, breach of warranty, breach of covenant or claim to which each such item is related and the computation of the actual or estimated amount to which such Indemnified Party claims to be entitled hereunder.

(b) Third Party Claims. The obligations and liabilities of Indemnifying Parties under this Article XI with respect to Losses arising from actual or threatened claims or demands by any third party which are subject to the indemnification provided for in this Article XI ("Third Party Claims") shall be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within 30 days of the receipt by the Indemnified Party of such notice. The notice of claim shall describe in reasonable detail the facts known to the Indemnified Party giving rise to such indemnification claim and the amount or good faith estimate of the amount arising therefrom. The failure of the Indemnified Party to provide prompt notice of any claim within the time periods specified shall not release, waive or otherwise affect the Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party can demonstrate actual loss and prejudice as a result of such failure.

(c) Defense of Claims. The Indemnifying Party shall be entitled to assume and control the defense of any Third Party Claim through counsel of its choice (such counsel to be reasonably acceptable to the Indemnified Party) if (i) it gives notice of its intention to do so to the Indemnified Party within 30 days of receiving notice of the Third Party Claim, (ii) the defense of such Third Party Claim by the Indemnifying Party will not, in the reasonable judgment of the Indemnified Party, have a material adverse effect on the Indemnified Party; (iii) the Indemnifying Party has sufficient financial resources, in the reasonable judgment of the Indemnified Party, to satisfy the amount of any adverse monetary judgment that is reasonably likely to result; (iv) the Third Party Claim solely seeks (and continues to seek) monetary damages; (v) the Third Party Claim does not include criminal charges and (vi) the Indemnifying Party expressly agrees in writing to be fully responsible for all Losses relating to such Third Party Claim. If the Indemnifying Party does not assume the defense of a Third Party Claim in accordance with this Section 11.05(c), the Indemnified Party may continue to defend the Third Party Claim. The Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably requested by the Indemnifying Party. Except with the written consent of the Indemnified Party, the Indemnifying Party shall not, in the defense of a Third Party Claim, consent to the entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving to the Indemnified Party by the third party of a release from all Liability with respect to such suit, claim, action, or Proceeding, unless there is no finding or admission of (A) any violation of Law by the Indemnified Party (or any affiliate thereof), (B) any Liability on the part of the Indemnified Party (or any affiliate thereof) or (C) any violation of the rights of any person and no effect on any other claims of a similar nature that may be made by the same third party against the Indemnified Party (or any affiliate thereof).

(d) Escrow Agreement. The resolution of indemnification claims made by a Parent Indemnified Party pursuant to this Article XI are further governed by the Escrow Agreement. On the Survival Date, the Parent and Recipients' Representative shall execute and deliver to the Escrow Agent joint instructions directing the Escrow Agent to distribute to the Recipients' Representative and the Company the balance of the then remaining Escrow Fund,

minus the aggregate amount of any unresolved claims as to which a claim notice has been delivered pursuant to Section 3.03(f), 8.07 and/or Section 11.05 on or prior to the Survival Date.

Section 11.06. Recipients' Representative.

(a) Appointment and Duties of Recipients' Representative. Effective only upon the Effective Time, Howard Hoffmann (such person and any successor or successors being the "Recipients' Representative") shall act as the representative of the Recipients, and shall be authorized to act on behalf of the Recipients and to take any and all actions required or permitted to be taken by the Recipients' Representative under this Agreement, including with respect to any claims (including the settlement thereof) made by a Parent Indemnified Party for indemnification pursuant to this Article XI and with respect to any actions to be taken by the Recipients' Representative pursuant to the terms of the Escrow Agreement, including the exercise of the power to (i) give and receive notices and other communications to and from the Recipients relating to this Agreement and the agreements contemplated by this Agreement, (ii) execute and deliver all certificates, consents and other documents contemplated by this Agreement and the agreements contemplated by this Agreement or as may be necessary or appropriate to effect the Merger and other transactions contemplated hereby and thereby, excluding all of the foregoing that, pursuant to the provisions of this Agreement, the agreements contemplated by this Agreement or any related agreement, require execution and delivery by the Company or Surviving Corporation, (iii) negotiate and authorize the delivery of cash from the Escrow Account to a Parent Indemnified Party in satisfaction of claims by a Parent Indemnified Party, (iv) agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to any claims for indemnification, (v) take all actions necessary or appropriate in connection with any disputes regarding the adjustment of the Merger Consideration pursuant to Section 3.03, (vi) engage attorneys, accountants, financial and other advisors, paying agents and other Persons necessary or appropriate in the performance of its duties under this Agreement, (vii) take all Recipients' Representative actions expressly contemplated by this Agreement and (viii) take all actions necessary in the judgment of the Recipients' Representative for the accomplishment of the foregoing. In all matters relating to this Article XI, the Recipients' Representative shall be the only party entitled to assert the rights of the Recipients, and the Recipients' Representative shall perform all of the obligations of the Recipients hereunder. The Parent Indemnified Parties shall be entitled to rely on all statements, representations and decisions of the Recipients' Representative. The Recipients' Representative is not entitled to amend this Agreement or take any actions relating to this Agreement prior to the Effective Time. The Recipients' Representative may resign upon not less than 20 business days' prior written notice to Parent and the Recipients. The Recipients by the vote of a majority-in-interest of the Escrow Fund may remove the Recipients' Representative from time to time upon not less than 20 business days' prior written notice to Parent. Any vacancy in the position of the Recipients' Representative shall be filled by a Recipient or affiliate of such Recipient approved by the holders of a majority-in-interest in the Escrow Fund, with the consent of Parent, not to be unreasonably withheld or delayed. Any successor Recipients' Representative shall acknowledge in writing to Parent his, her or its acceptance of the appointment as Recipients' Representative.

(b) Liability of Recipients' Representative. The Recipients shall be bound by all actions taken by the Recipients' Representative in its capacity thereof and no Recipient shall have the right to object to, dissent from, protest or otherwise contest the same. The power of

attorney appointing the Recipients' Representative as attorney-in-fact of the Recipient is coupled with an interest and the death or incapacity of any Recipient shall not terminate or diminish the authority and agency of the Recipients' Representative. Neither the Recipients' Representative nor any of its agents or employees, if any, shall be liable to any person for any error of judgment, or any action taken, suffered or omitted to be taken under this Agreement or the Escrow Agreement, except in the case of its gross negligence, bad faith or intentional misconduct. The Recipients' Representative may consult with legal counsel, independent public accountants and other experts selected by it. The Recipients' Representative shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the Escrow Agreement.

(c) Indemnification of Recipients' Representative. Each Recipient shall, severally and not jointly, indemnify, hold harmless and reimburse the Recipients' Representative from and against such Recipient's ratable share of any and all Losses suffered or incurred by the Recipients' Representative (collectively, the "Reimbursable Expenses") arising out of or resulting from any action taken or omitted to be taken by the Recipients' Representative under this Agreement or the Escrow Agreement, other than such Losses arising out of or resulting from the Recipients' Representative's gross negligence, bad faith or intentional misconduct. The Recipients' Representative will be entitled to such compensation for his services in such capacity as may be agreed to among the Recipients' Representatives and the Recipients.

(d) Reliance on Recipients' Representative. Any notice or communication delivered by Parent Holdco, Parent, Merger Sub or the Surviving Corporation to the Recipients' Representative shall, as between Parent Holdco, Parent, Merger Sub and the Surviving Corporation, on the one hand, and the Recipients, on the other hand, be deemed to have been delivered to all Recipients. Parent, Merger Sub and the Surviving Corporation shall be entitled to rely exclusively upon any communication or writings given or executed by the Recipients' Representative in connection with any claims for indemnity or any requests for consent and shall not be liable in any manner whatsoever for any action taken or not taken in good faith reliance upon such communications or writings given or executed by the Recipients' Representative. Parent Holdco, Parent, Merger Sub and the Surviving Corporation shall be entitled to disregard any notices or communications given or made by the Recipients in connection with any claims for indemnity unless given or made through the Recipients' Representative.

Section 11.07. Tax Treatment of Indemnity Payments. The Parent and the Recipients agree to treat any indemnity payment made pursuant to this Agreement as an adjustment to Merger Consideration for all Tax purposes, unless otherwise required by Law.

Section 11.08. Set-Off Rights. Without limitation of any other remedy, a Parent Indemnified Party shall be entitled to set-off against Parent's payment obligations pursuant to Section 3.09 (i) the amount of any Losses under indemnification claims of such Parent Indemnified Party pursuant to this Article XI, other than Losses under indemnification claims that pursuant to Section 11.04(b)(i) are recourse only to the Indemnity Escrow Amount within the Escrow Account and (ii) any amount of the Surviving Corporation Adjustment pursuant to Section 3.03(f) that remains unpaid after recovery from the Cash Shortfall Escrow Amount within the Escrow Account.

Section 11.09. Exclusive Remedy. Notwithstanding anything else contained in this Agreement to the contrary, indemnification pursuant to the provisions of this Article XI shall be the sole and exclusive remedy with respect to any breach of the covenants, agreements, representations or warranties set forth in this Agreement, except in the case of fraud or intentional misrepresentation by any Person and except for any action seeking specific performance, declaratory judgment or injunctive relief.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be personally delivered or sent by facsimile machine (with a confirmation copy sent by one of the other methods authorized in this Section), reputable commercial overnight delivery service (including Federal Express and U.S. Postal Service overnight delivery service) or mailed by certified United States mail, postage prepaid, return receipt requested, to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.01):

(a) if to Parent Holdco, Parent or Merger Sub or the Surviving Corporation:

Superior Vision Acquisition Corp.
11101 White Rock Road, Suite 150
Rancho Cordova, California 95670
Attention:
Facsimile No.:
Email:

with a copy to (which shall not constitute notice):

Edwards Wildman Palmer LLP
2800 Financial Plaza
Providence, RI 02903
Attention:
Facsimile No:

(b) if to the Company prior to the Closing:

Block Vision Holdings Corporation
7700 Congress Avenue
Suite 3108
Boca Raton, Florida 33487
Attention:
Facsimile No.:

with a copy to (which shall not constitute notice):

Olshan Frome Wolosky LLP
65 East 55th Street
New York, NY 10022
Attention:
Facsimile No.:

(c) if to Recipients' Representative:

Howard Hoffmann
c/o Mayer Brown LLP
Attn:
1675 Broadway
New York, NY 10019-5820
Fax:

Notices shall be deemed delivered upon the earlier to occur of (i) receipt by the party to whom such notice is directed, (ii) five business days after being mailed by certified United States mail, postage prepaid, return receipt requested, (iii) on the first business day after being sent, prepaid, by nationally recognized overnight courier that issues a receipt or other confirmation of delivery, or (iv) if sent by facsimile machine, on the business day such notice is sent (as evidenced by the facsimile confirmed receipt) prior to 5:00 p.m. Eastern Time and, if sent after 5:00 p.m. Eastern Time, on the business day after which such notice is sent.

Section 12.02. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

Section 12.03. Assignment; Binding Effect; Benefit. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto

(whether by operation of Law or otherwise) without the prior written consent of the other parties provided, however, that none of Parent Holdco, Parent, Merger Sub or the Surviving Corporation shall be required under this Section 12.03 to obtain the prior written consent of any party in connection with the assignment of such party's rights hereunder (a) as collateral in connection with any financing of Parent Holdco, Parent, Merger Sub, the Surviving Corporation or any of the Business Subsidiaries, (b) to any of its affiliates or (c) in connection with any sale of all or substantially all of the assets or securities of Parent Holdco, Parent, any of their affiliates or the Surviving Corporation, including by way of a merger, following the Effective Time. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Other than as to directors and officers pursuant to Section 8.06 or as to Indemnified Parties pursuant to Article XI, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 12.04. Incorporation of Exhibits. The Disclosure Letter and all Exhibits attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.

Section 12.05. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) Governing Law. This Agreement shall be governed by, and is to be interpreted and enforced in accordance with, the internal substantive and procedural Laws applicable to contracts entered into and performed entirely within the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and shall be deemed a Delaware agreement executed under seal.

(b) Jurisdiction; Venue. Each party irrevocably agrees that any dispute or disagreement between or among any of the parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety solely in the Court of Chancery of the State of Delaware and any reviewing appellate court thereof. Each party irrevocably submits to the exclusive jurisdiction of, and venue in, the Court of Chancery of the State of Delaware and any reviewing appellate court thereof. If the Court of Chancery of the State of Delaware, or any reviewing appellate court thereof, finds that it does not have jurisdiction over the dispute or disagreement, then and only then can the parties proceed in any state or federal court located within Wilmington, Delaware. EACH PARTY CONSENTS TO PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE IN SUCH DELAWARE FEDERAL OR STATE COURTS (AS THE CASE MAY BE) AND WAIVES AND RELINQUISHES ALL RIGHT TO ATTACK THE SUITABILITY OR CONVENIENCE OF SUCH VENUE OR FORUM BY REASON OF THEIR PRESENT OR FUTURE DOMICILES, OR FOR ANY OTHER REASON. THE PARTIES ACKNOWLEDGE THAT ALL DIRECTIONS ISSUED BY THE FORUM COURT, INCLUDING ALL INJUNCTIONS AND OTHER DECREES, WILL BE BINDING AND ENFORCEABLE IN ALL JURISDICTIONS AND COUNTRIES.

(c) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THESE WAIVERS, (iii) EACH PARTY MAKES THESE WAIVERS VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.05(c).

Section 12.06. Specific Enforcement. The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transaction contemplated by this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to an injunction or injunctions, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 12.05(b) without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement. The parties hereto further acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 12.06 shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 12.07. Expenses. Except as otherwise expressly provided in this Agreement, each of the parties shall bear its own fees, costs and expenses (including, without limitation, legal, accounting, consulting and investment advisory fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; it being understood and agreed that, subject to such fees' inclusion as Transaction Expenses, pursuant to Section 3.05(h) Parent shall pay or cause to be paid on the Closing Date all of the Recipients' fees, costs and expenses arising in connection with the transactions contemplated hereby, to the extent not paid or satisfied prior to the Closing Date.

Section 12.08. Time of the Essence. For purposes of this Agreement and the transactions contemplated by this Agreement, time is of the essence.

Section 12.09. Construction and Interpretation.

(a) For purposes of this Agreement, whenever the context requires, the singular number shall include the plural, and vice versa; the masculine gender shall include the

feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Articles," "Sections," "Schedules" and "Exhibits" are intended to refer to an Article or Section of, or Schedule or Exhibit to, this Agreement.

(e) Except as otherwise indicated, all references (i) to any agreement (including this Agreement), contract or Law are to such agreement, contract or Law as amended, modified, supplemented or replaced from time to time, and (ii) to any Governmental Entity include any successor to that Governmental Entity.

Section 12.10. Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

Section 12.11. Amendment and Waivers. No amendment of any provision of this Agreement shall be valid except by an instrument in writing executed by the parties hereto and no waiver of any provision of this Agreement shall be valid except by an instrument in writing executed by the party or parties to be bound thereby (with the Recipients' Representative having the right to execute any such writing on behalf of the Company Security Holders after the Effective Time). No failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between or among any of the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

Section 12.12. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 12.13. Counterparts; Electronic Delivery. This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement, to the extent executed and delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"),

shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature of agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 12.14. Entire Agreement. This Agreement (including the Exhibits, Schedules and the Disclosure Letter) and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto.

Section 12.15. Assignment of Indemnification Rights. Parent Holdco hereby assigns its rights to indemnification as a Parent Indemnified Party to Parent, and assigns to Parent all of Parent Holdco's rights to receive post-Closing payments, including any adjustment to the Total Cash Shortfall and any funds released from the Escrow Account.

[Remainder of page intentionally left blank - Signature page follows]

IN WITNESS WHEREOF, each of Parent, Merger Sub, Parent Holdco, the Company and the Recipients' Representative have executed or has caused this Agreement to be executed as an instrument under seal by its duly authorized officer as of the date first written above.

SUPERIOR VISION ACQUISITION CORP.

By: _____
Kirk Rothrock
President

BLOCK VISION MERGER CORP.

By: _____
Kirk Rothrock
President

SUPERIOR VISION HOLDING COMPANY, LLC

By: _____
Kirk Rothrock
President

BLOCK VISION HOLDINGS CORPORATION

By: _____
Name: Andrew Alcorn
Title: President

[Signature Page to the Merger Agreement]

IN WITNESS WHEREOF, each of Parent, Merger Sub, Parent Holdco, the Company and the Recipients' Representative have executed or has caused this Agreement to be executed as an instrument under seal by its duly authorized officer as of the date first written above.

SUPERIOR VISION ACQUISITION CORP.

By: _____
Kirk Rothrock
President

BLOCK VISION MERGER CORP.

By: _____
Kirk Rothrock
President

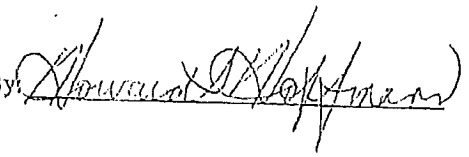
SUPERIOR VISION HOLDING COMPANY, LLC

By: _____
Kirk Rothrock
President

BLOCK VISION HOLDINGS CORPORATION

By: _____
Name: Andrew Alcorn
Title: President

Howard Hoffmann, as Recipients' Representative

By: 

[Signature Page to the Merger Agreement]