

TAX-SHARING AGREEMENT

THIS TAX-SHARING AGREEMENT (hereinafter referred to as the "Agreement"), dated and effective January 1, 2016, is made by and among Tiptree Financial Inc., a Maryland corporation ("Tiptree") and the parties listed on Attachment "A" incorporated herein (hereinafter referred to collectively as the "Subsidiaries" or individually as "Subsidiary"). Tiptree and its Subsidiaries shall hereinafter be referred to as the "Group" which is intended to capture the affiliated group of corporations as defined under Section 1504(a) of the Code (defined below).

WITNESSETH:

The parties hereto agree as follows:

1. DEFINITIONS

In addition to other terms operationally defined, for purposes of this Agreement, the following terms shall have the meanings provided in this Section 1.

"Code" means the Internal Revenue Code of 1986, as amended, and Regulations promulgated thereunder.

"Life Company" means a life insurance company as defined in Code Section 816, or its successor provision.

"Nonlife Company" means a company that is not a Life Company,

"Parties" and "Parties to the Agreement" means the companies listed in Attachment "A" hereto and any corporation which joins in the filing of a consolidated return as provided in Section 2 below, either by completing a Form 1120, 1120-L, or otherwise. Once a company no longer joins in the filing of a consolidated return as provided in Section 2, that company will no longer be a party to this agreement.

"Taxable year subject to this Agreement" means a taxable year for which a consolidated Federal or State, as applicable, income tax return is filed pursuant to Section 2 of this Agreement.

2. FILING OF CONSOLIDATED RETURN

- (a) Federal Taxes. For its taxable year ending December 31, 2016, and for each taxable year ending thereafter, Tiptree shall timely file, or cause to be filed, a consolidated Federal income tax return pursuant to Section 1501 of the Code and applicable Regulations.
- (b) State Taxes. Each Subsidiary agrees, at the request of Tiptree, to join Tiptree or any direct or indirect subsidiary of Tiptree in any consolidated, combined state, or local income or franchise tax return ("State Return") for any taxable year for which Tiptree or any direct or indirect subsidiary of Tiptree files a State Return that may include such Subsidiary.

3. PRIOR AGREEMENTS SUPERCEDED

All prior tax sharing agreements by and between Tiptree and any Subsidiary or between any Subsidiary and another Subsidiary shall be cancelled without continuing effect, including the Corporate Tax Sharing Agreement dated as of January 4, 1996, and all revisions and amendments through April 25, 2014, by and among Life of the South Corporation and its subsidiaries (hereinafter, the "Former Agreement"). Further, all obligations under the Former Agreement shall be settled and paid by December 31, 2016.

4. PAYMENT OF CONSOLIDATED TAX LIABILITY

Tiptree shall pay the consolidated Federal (and State, as applicable) income tax liability of the Group (whether determined upon audit or otherwise) for each taxable year subject to this Agreement.

After consultation with the Subsidiaries, Tiptree shall determine, and timely pay the amount of each quarterly estimated Federal (and State, as applicable) tax deposit to be made by the Group.

Each Subsidiary shall reimburse Tiptree for its respective share of the amount so determined by the due date of the quarterly deposit, but no earlier than 10 days before due date of the quarterly deposit. Each Subsidiary shall reimburse Tiptree for its respective share of the tax determined to be due at the time the original tax return is filed (or an extension is requested) with the Internal Revenue Service less any quarterly deposits already paid, but no earlier than 10 days before the tax return is filed.

In addition, Tiptree shall determine in conjunction with the Subsidiaries the amount of tax deposit required to be paid for any extension request. Each Subsidiary shall reimburse Tiptree for its respective share of the amount of the tax deposit determined by the appropriate due date, but no earlier than 10 days before the due date of the extension.

#### 5. CALCULATION OF SUBSIDIARY PAYABLE OR RECEIVABLE

The Separate Return Payable or Separate Return Receivable of each Subsidiary shall be the Federal income tax liability or receivable that the Subsidiary would have had for the period it was included in such consolidated return had it not been so included. For purposes of the calculation of the Separate Return Payable or Receivable, the separate income tax liability does not include any Alternative Minimum Tax under Code Section 55 or any Environmental Tax under Code Section 59A.

- (a) If, in the computation of a Subsidiary's separate company taxable income, the sum of the items of deduction exceed the sum of the items of income, the Subsidiary shall be deemed to have a Separate Return Receivable to the extent the tax benefit is realizable, and shall be settled at a time not before such tax benefit is in fact realized.
- (b) If in the computation of a Subsidiary's separate company taxable income, the credits against tax exceed the tax computed without regard to the credits, the Subsidiary shall be deemed to have a Separate Return Receivable to the extent the tax benefit is realizable, and shall be settled at a time not before such tax benefit is in fact realized.
- (c) The Separate Return Payable or Receivable may be calculated without regard to certain intercompany transactions deemed to be extraordinary by Tiptree.
- (d) Disputes. In the event of a disagreement between Tiptree and a Subsidiary with respect to any determination required to be made pursuant to this Agreement, the negotiated determination of the Chief Financial Officer of Tiptree and the subsidiary, in the absence of manifest error, shall be conclusive.
- (e) State Taxes. If the liability for any state or local income or franchise taxes of (i) a Subsidiary and (ii) Tiptree or any other Subsidiary is determined on a consolidated or combined basis, the determination of such consolidated or combined liability shall be made in the reasonable discretion of Tiptree and any payments to be made pursuant to this Agreement with respect to any such consolidated or combined liability shall be allocated among the applicable Subsidiaries as determined in the reasonable discretion of Tiptree; provided, however, that this Section 5 shall be applied in a like manner to all matters relating to such taxes.

#### 6. ALLOCATION OF CONSOLIDATED FEDERAL INCOME TAX LIABILITY

For each Taxable Year subject to this Agreement, the consolidated Federal income tax liability of the Group shall be allocated among the members as follows:

A: For Life Companies

- (a) the Separate Return Payable or Separate Return Receivable for each Life Company shall be computed according to the principles of Section 5;
- (b) the Separate Return Payable or Separate Return Receivable shall be the amount attributed

to each Life Company.

**B: For Nonlife Companies**

- (a) the Separate Return Payable or Separate Return Receivable for each Nonlife Company shall be computed according to the principles of Section 5;
- (b) the Separate Return Payable or Separate Return Receivable shall be the amount attributed to each Nonlife Company.

**C: Additional savings/losses**

If for any taxable year the consolidated Federal income tax liability of the Group, calculated in a manner reasonably determined by Tiptree, varies from the sum of the amounts payable and receivable by the Subsidiaries, such variance shall be negotiated between the parties to reflect the economic benefits/loss of the additional savings/loss.

**7. OVERPAYMENTS BY SUBSIDIARY**

In the event that a Subsidiary shall have made a reimbursement payment to for any Taxable Year subject to this Agreement in excess of its liability computed pursuant to Sections 5 and 6 (whether determined upon audit or otherwise), the amount of any such overpayment will be refunded to the Subsidiary by Tiptree, together with the interest (if any) in the amount that would have been refunded by the Internal Revenue Service if the Subsidiary had not joined in filing a consolidated Federal income tax return. Such payments shall be made to the Subsidiary no later than the date such payments would have been made to the Subsidiary by the Internal Revenue Service had the subsidiary filed a separate return on the same date the consolidated return for the taxable year is filed, but no later than 30 days after the tax return is filed.

**8. UNDERPAYMENTS BY SUBSIDIARY**

In the event that a Subsidiary shall have made reimbursement payments to Tiptree for any taxable year subject to this Agreement in a total amount less than its liability computed pursuant to Sections 5 and 6 of this Agreement (whether determined upon audit or otherwise), the Subsidiary shall pay to Tiptree the amount of such deficiency (excluding penalties) together with the interest (if any) that would have been required by the Internal Revenue Service if the Subsidiary had not joined in the filing of a consolidated Federal income tax return. Such payments shall be made by the Subsidiary no earlier than 10 days before the date such payments would have been made by the Subsidiary to the Internal Revenue Service had the Subsidiary filed a separate return on the same date the consolidated return for the taxable year is filed.

**9. TERMINATION OF AGREEMENT**

Unless sooner terminated as hereinafter provided, this Agreement shall apply to the taxable year ending December 31, 2016, and to each taxable year ending thereafter. Tiptree may at any time, at its option, terminate the Agreement as to any Subsidiary upon notice to such Subsidiary.

No such termination shall affect the application of this Agreement to any taxable year ending prior to the date of termination, and no carryback of any loss, credit or deduction of that Subsidiary from a year after the date of termination shall be taken into account in applying this Agreement to any taxable year prior to termination. If a loss, credit or deduction of a Subsidiary for a taxable year to which this Agreement applied would have been available to the Subsidiary as a carryover to a taxable year that ends after the termination of this Agreement, Tiptree will pay to such Subsidiary the amount, if any, by which such Subsidiary's tax liability for such subsequent taxable year was increased on account of the utilization of such loss, credit or deduction in calculating the consolidated Federal income tax liability of the Group for such prior taxable year and shall be entitled to receive from each other Subsidiary an amount calculated pursuant to Sections 5 and 6.

**10. CREDIT AGREEMENT**

To the extent any payment required under this Agreement violates any credit agreement provisions of

Tiptree or any Subsidiary, then such payment will not be paid. However, such payment amounts will be accrued and a cumulative catch-up will be made in the next succeeding year in which the credit agreement provisions are not violated by such payment.

11. COOPERATION AND EXCHANGE OF INFORMATION

Tiptree and the Subsidiaries to this agreement shall cooperate fully at such time and to the extent reasonably requested by any party in connection with the preparation and filing of any Tax Return or claim for refund, or the conduct of any audit, dispute, proceeding, suit or action concerning any issues or other matters considered in this Agreement. Such cooperation shall include, without limitation, the following: the retention and provision on demand of Tax Returns, books, records, documentation or other information relating to the Tax Returns, including accompanying schedules, related workpapers, and documents relating to rulings or other determinations by Taxing Authorities, until the expiration of the applicable statute of limitations (giving effect to any extension, waiver or mitigation thereof). This provision shall survive the termination of this agreement.

12. COMPENSATION

For Response Indemnity Company of California, compensation for performance under this agreement is limited to reimbursement of actual costs and expenses incurred by the administrator pursuant to the Administrative Services Agreement between Response Indemnity Company of California and its affiliate LOTSolutions, Inc. For all other entities, compensation for performance under this agreement is subject to the compensation schedule set forth in the agreement between the entity and its affiliate LOTSolutions, Inc.

13. SIGNATURES

This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. HEADINGS

The headings contained in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

15. SEVERABILITY

If any provision of this Agreement is declared void or unenforceable for any reason, such provision shall be deemed excised from this Agreement, and all other provisions hereof shall otherwise remain in full force and effect.

16. BINDING EFFECT

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that any assignment is performed in accordance with other provisions of this Agreement.

17. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making a waiver. Failure of any party to exercise or delay in exercising any right or power granted under this Agreement shall not operate as a waiver of any such right or power.

18. NOTICES.

Any notice, payment, demand or communication (collectively, a "notice") required or permitted to be given by this Agreement or by law shall be in writing and sent by first class mail, overnight courier, hand delivery or telephone conversation or e-mail; except, unless waived by

the recipient, if such notice is made by telephone conversation or e-mail, such telephone conversation or e-mail shall be followed within 48 hours thereof by written notice sent by first class mail, overnight courier or hand delivery. Charges for any notice hereunder shall be prepaid and addressed as follows, or to such other address as such Person may from time to time specify by notice to the Company, as the case may be:

If to Tiptree or a Subsidiary, at the following address:

c/o Tiptree Financial Inc.  
780 Third Avenue, 21<sup>st</sup> Floor  
New York, NY 10017  
Facsimile: (212) 446-1409  
Attention: Neil Rifkind, Vice President, General Counsel and Secretary  
Email: [nrifkind@tiptreefinancial.com](mailto:nrifkind@tiptreefinancial.com)

Any party may by notice given in accordance with this Section 16 to the other parties designate another address or person for receipt of notices hereunder.

17. CONTROLLING LAW

This agreement is made under the laws of the State of New York, which shall be controlling in all matters relating to the interpretation, construction, or enforcement hereof

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except in written instrument executed by the parties hereto affected by the amendment.

IN WITNESS WHEREOF, Tiptree and each other Party has executed this Agreement as of the date first above written.


**TIPTREE FINANCIAL INC.**

By:   
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TIPTREE FINANCIAL PARTNERS, L.P.**

By:   
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TIPTREE OPERATING COMPANY, LLC**

By:   
Name: Jonathan Ilany  
Title: Chief Executive Officer

- CARE INVESTMENT TRUST LLC**
- CAROLINE HOLDINGS LLC**
- MUNI FUNDING COMPANY OF AMERICA LLC**
- RELIANCE HOLDINGS LLC**
- TIPTREE ASSET MANAGEMENT COMPANY, LLC**
- TIPTREE DIRECT HOLDINGS LLC**
- TELOS RATE CAPITAL, FLOATING LLC**
- WINSTED INTERMEDIATE HOLDINGS LLC**
- WINSTED PARENT HOLDINGS**
- WINSTED FUNDING, LLC**
- WINSTED REO, LLC**

By: TIPTREE OPERATING COMPANY, LLC, its  
Managing Member

By:   
Name: Jonathan Ilany  
Title: Chief Executive Officer

**SIENA CAPITAL FINANCE ACQUISITION CORP.**

By:   
Name: Jonathan Ilany  
Title: President

**RELIANCE FIRST CAPITAL, LLC**

By: \_\_\_\_\_  
Name: Hugh Miller  
Title: President and Chief Executive Officer

**MFCA FUNDING INC.**

By:   
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TAMCO MANAGER, INC.**

By:   
Name: Jonathan Ilany  
Title: President and Chief Executive Officer

**FORTEGRA FINANCIAL CORP.**

By: \_\_\_\_\_  
Name: Richard Kahlbaugh  
Title: Chief Executive Officer

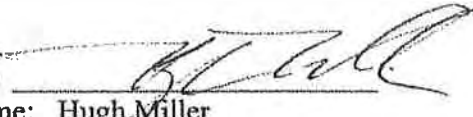
**LYNDON SOUTHERN INSURANCE COMPANY  
LOTS REASSURANCE COMPANY  
CRC REASSURANCE COMPANY, LTD.  
LOTSOLUTIONS, INC.  
SOUTH BAY ACCEPTANCE CORPORATION  
CONTINENTAL CAR CLUB, INC.  
UNITED MOTOR CLUB OF AMERICA, INC.**

Name: Jonathan Ilany  
Title: Chief Executive Officer

**SIENA CAPITAL FINANCE ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: President

**RELIANCE FIRST CAPITAL, LLC**

By:   
Name: Hugh Miller  
Title: President and Chief Executive Officer

**MFCA FUNDING INC.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TAMCO MANAGER, INC.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: President and Chief Executive Officer

**FORTEGRA FINANCIAL CORP.**

By: \_\_\_\_\_  
Name: Richard Kahlbaugh  
Title: Chief Executive Officer

**LYNDON SOUTHERN INSURANCE COMPANY  
LOTS REASSURANCE COMPANY  
CRC REASSURANCE COMPANY, LTD.  
LOTSOLUTIONS, INC.  
SOUTH BAY ACCEPTANCE CORPORATION**



**SIENA CAPITAL FINANCE ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: President

**RELIANCE FIRST CAPITAL, LLC**

By: \_\_\_\_\_  
Name: Hugh Miller  
Title: President and Chief Executive Officer

**MFCA FUNDING INC.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TAMCO MANAGER, INC.**

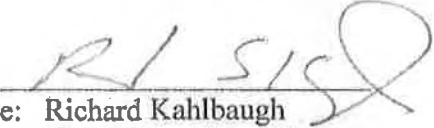
By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: President and Chief Executive Officer

**FORTEGRA FINANCIAL CORP.**

By: Richard Kahlbaugh  
Name: Richard Kahlbaugh  
Title: Chief Executive Officer

- LYNDON SOUTHERN INSURANCE COMPANY**
- LOTS REASSURANCE COMPANY**
- CRC REASSURANCE COMPANY, LTD.**
- LOTSOLUTIONS, INC.**
- SOUTH BAY ACCEPTANCE CORPORATION**
- CONTINENTAL CAR CLUB, INC.**
- UNITED MOTOR CLUB OF AMERICA, INC.**

AUTO KNIGHT MOTOR CLUB, INC.  
4WARRANTY, INC.  
THE SERVICE DOC, INC.  
RESPONSE INDEMNITY COMPANY OF CALIFORNIA  
LOTS INTERMEDIATE CO.  
PACIFIC BENEFITS GROUP, LLC  
SOUTH BAY FINANCIAL SERVICES, LLC  
LOTSOLUTIONS FLORIDA, LLC  
DIGITAL LEASH, LLC  
PACIFIC BENEFITS GROUP NORTHWEST, LLC

By:   
Name: Richard Kahlbaugh  
Title: Chief Executive Officer

ATTACHMENT "A"  
to the  
TAX SHARING AGREEMENT  
by and among  
TIPTREE FINANCIAL INC.  
and the following  
SUBSIDIARIES

Agreement Effective Date: January 1, 2016

It is mutually agreed that the above-referenced Tax Sharing Agreement shall include the following Subsidiaries:

1. Tiptree Financial Partners, L.P.
2. Tiptree Operating Company, LLC
3. Siena Capital Finance Acquisition Corp.
4. Reliance First Capital, LLC
5. MFCA Funding Inc.
6. Fortegra Financial Corp.
7. TAMCO Manager, Inc.
8. Lyndon Southern Insurance Company
9. LOTS Reassurance Company
10. CRC Reassurance Company, Ltd.
11. LOTSolutions, Inc.
12. South Bay Acceptance Corporation
13. Continental Car Club, Inc.
14. United Motor Club of America, Inc.
15. Auto Knight Motor Club, Inc.
16. 4Warranty, Inc.
17. The Source Doc, Inc.
18. Response Indemnity Company of California
19. Southern Financial Life Insurance Company
20. Winsted Parent Holdings LLC\*
21. Winsted Intermediate Holdings LLC\*
22. Winsted Funding, LLC\*
23. Winsted REO, LLC\*
24. Reliance Holdings LLC\*
25. Tiptree Direct Holdings LLC\*
26. Tiptree Asset Management Company, LLC\*
27. Telos Rate Capital, Floating LLC\*
28. Muni Funding Company of America LLC\*
29. Caroline Holdings, LLC\*
30. Care Investment Trust LLC\*
31. Pacific Benefits Group, LLC\*
32. South Bay Financial Services, LLC\*
33. LOTSolutions Florida, LLC\*
34. Digital Leash, LLC\*

Note: \*Disregarded Entity ("DRE") for Federal Income Tax purposes.



## Amendment One to Tax-Sharing Agreement

EXHIBIT J

This Amendment One to the Tax-Sharing Agreement (as defined below) is made as of \_\_\_\_\_, 2016, by and between Tiptree Financial Inc., a Maryland corporation ("Tiptree") and the parties listed on the revised Attachment "A", amended and incorporated herein below (hereinafter referred to collectively as the "Subsidiaries" or individually as "Subsidiary").

### Recitals:

**WHEREAS**, Tiptree and the Subsidiaries have executed the Tax-Sharing Agreement (the "Agreement") dated as of January 1, 2016; and

**WHEREAS**, Tiptree and the Subsidiaries wish to amend Attachment "A" to the original Agreement to add a Subsidiary as a party to the Agreement pursuant to Section 18;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises described herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows:

1. Attachment "A" to the Agreement is deleted and replaced with the following:

ATTACHMENT "A"  
to the  
TAX SHARING AGREEMENT  
by and among  
TIPTREE FINANCIAL INC.  
and the following  
SUBSIDIARIES

Original Agreement Effective Date: January 1, 2016

Amended Agreement Effective Date: \_\_\_\_\_, 2016

It is mutually agreed that the above-referenced Tax Sharing Agreement shall include the following Subsidiaries:

1. Tiptree Financial Partners, L.P.
2. Tiptree Operating Company, LLC
3. Siena Capital Finance Acquisition Corp.
4. Reliance First Capital, LLC
5. MFCA Funding Inc.
6. Fortegra Financial Corp.
7. TAMCO Manager, Inc.
8. Lyndon Southern Insurance Company
9. LOTS Reassurance Company
10. CRC Reassurance Company, Ltd.
11. LOTSolutions, Inc.
12. South Bay Acceptance Corporation
13. Continental Car Club, Inc.
14. United Motor Club of America, Inc.
15. Auto Knight Motor Club, Inc.
16. 4Warranty, Inc.
17. The Source Doc, Inc.

18. Response Indemnity Company of California
19. Southern Financial Life Insurance Company
20. Winsted Parent Holdings LLC\*
21. Winsted Intermediate Holdings LLC\*
22. Winsted Funding, LLC\*
23. Winsted REO, LLC\*
24. Reliance Holdings LLC\*
25. Tiptree Direct Holdings LLC\*
26. Tiptree Asset Management Company, LLC\*
27. Telos Rate Capital, Floating LLC\*
28. Muni Funding Company of America LLC\*
29. Caroline Holdings, LLC\*
30. Care Investment Trust LLC\*
31. Pacific Benefits Group, LLC\*
32. South Bay Financial Services, LLC\*
33. LOTSolutions Florida, LLC\*
34. Digital Leash, LLC\*
35. Blue Ridge Indemnity Company

Note: \*Disregarded Entity ("DRE") for Federal Income Tax purposes.

Except as expressly provided hereby, all of the terms and provisions of the Agreement and all related schedules are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

**IN WITNESS WHEREOF**, the parties, by their respective duly authorized officers, have executed this Amendment One effective as of the date first written above.

**TIPTREE FINANCIAL INC.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TIPTREE FINANCIAL PARTNERS, L.P.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TIPTREE OPERATING COMPANY, LLC**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**CARE INVESTMENTS TRUST LLC  
CAROLINE HOLDINGS LLC**

**MUNI FUNDING COMPANY OF AMERICA LLC  
RELIANCE HOLDINGS LLC  
TIPTREE ASSET MANAGEMENT COMPANY LLC  
TIPTREE DIRECT HOLDINGS LLC  
TELOS RATE CAPITAL, FLOATING LLC  
WINSTED INTERMEDIATE HOLDINGS LLC  
WINSTED PARENT HOLDINGS  
WINSTED FUNDING LLC  
WINSTED REO LLC**

**TIPTREE OPERATING COMPANY, LLC.**  
Its Managing Member

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**SIENA CAPITAL FINANCE ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**RELIANCE FIRST CAPITAL, LLC**

By: \_\_\_\_\_  
Name: Hugh Miller  
Title: President & Chief Executive Officer

**MFCA FUNDING INC.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: Chief Executive Officer

**TAMCO MANAGER, INC.**

By: \_\_\_\_\_  
Name: Jonathan Ilany  
Title: President & Chief Executive Officer

**FORTEGRA FINANCIAL CORP.  
4WARRANTY, INC.  
AUTO KNIGHT MOTOR CLUB, INC.  
CONTINENTAL CAR CLUB, INC.  
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DIGITAL LEASH, LLC  
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LOTS REASSURANCE COMPANY  
LOTSOLUTIONS, INC.  
LOTSOLUTIONS FLORIDA, LLC  
LYNDON SOUTHERN INSURANCE COMPANY  
PACIFIC BENEFITS GROUP NORTHWEST, LLC**

**RESPONSE INDEMNITY COMPANY OF CALIFORNIA  
SOUTH BAY ACCEPTANCE CORPORATION  
SOUTH BAY FINANCIAL SERVICES, LLC  
SOUTHERN FINANCIAL INSURANCE COMPANY  
THE SERVICE DOC, INC.  
UNITED MOTOR CLUB OF AMERICA, INC.  
BLUE RIDGE INDEMNITY COMPANY**

By: \_\_\_\_\_  
Name: Richard Kahlbaugh  
Title: Chief Executive Officer