

**FILED**

**MAY 26 2016**

**COMMISSION OF INSURANCE  
INSURANCE DIVISION OF IOWA**

BEFORE THE IOWA INSURANCE COMMISSIONER

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IN THE MATTER OF:	)	
	)	
DONALD IRA PINANSKY;	)	
DYLAN BRENT SPORN;	)	Division File No. 85163
MARC SHAYE SPORN;	)	
BRYANA STARR SPORN;	)	<b>REGULATORY SETTLEMENT</b>
CONSOLIDATED USA	)	<b>AGREEMENT AS TO</b>
INSURANCE, INC.;	)	<b>BRYANA STARR SPORN</b>
STARR INSURANCE GROUP INC.;	)	
AMERCO GROUP, INC.	)	
fka AMERCO INSURANCE, INC.;	)	
XCHANGE BENEFITS LLC; and	)	
SELECTED MARKET INSURANCE	)	
GROUP, LLC;	)	
	)	
Respondents.	)	

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WHEREAS, the Iowa Insurance Division (“Division”) filed a statement of charges in the above-captioned matter;

WHEREAS, Bryanna Starr Sporn was licensed in Iowa as a nonresident insurance producer from April 15, 2010 until April 8, 2015;

WHEREAS, the Commissioner issued, by consent, a summary order of suspension and order to cease and desist as to Bryana Starr Sporn;

WHEREAS, Respondent Bryana Starr Sporn has provided the Division with the attached Supplemental Answer and Statement of Bryana Starr Sporn, which is marked as Exhibit A and incorporated herein by reference;

WHEREAS, Respondent Bryana Starr Sporn has voluntarily surrendered her producer license in each and every jurisdiction in which she has ever been licensed;

WHEREAS, prior to the date of this agreement, Respondent Bryana Starr Sporn sent notice to Donald Ira Pinansky, Dylan Brent Sporn, Marc Shaye Sporn, Consolidated USA

Insurance, Inc., Amerco Group, Inc. fka Amerco Insurance, Inc., Xchange Benefits LLC, and Selected Market Insurance Group, LLC that she has voluntarily surrendered her insurance producer license in each and every jurisdiction and that she explicitly forbids any person or entity, including their agents or employees, from selling, soliciting, or negotiating insurance in her name. Ms. Sporn has provided copies of these notices to the Division contemporaneous with the execution of this agreement;

WHEREAS, in connection with the resolution of the above-captioned matter, the undertaken following actions and obligations have been agreed to by the parties;

WHEREAS, Respondent Bryana Starr Sporn has no current Iowa clients, does not solicit or intend to solicit clients in Iowa without first being licensed as an insurance producer in the state of Iowa, and does not intend to apply for insurance producer licensure in Iowa;

WHEREAS, Respondent Bryana Starr Sporn has cooperated fully in providing information and documents to the Division;

WHEREAS, the Division does not find cause to take any additional administrative action against Ms. Sporn; and

WHEREAS, in connection with the resolution of the above captioned matter, the undertaken following actions and obligations have been agreed to by the parties:

- (1) Ms. Sporn agrees to not sell, solicit, or negotiate insurance in Iowa prior to becoming licensed for the same;
- (2) Ms. Sporn agrees to comply with all Iowa statutes and regulations, to the extent she acts as an insurance producer in the state of Iowa;
- (3) Ms. Sporn agrees to not apply for licensure as an insurance producer in the state of Iowa for ten (10) years from the date of this order and further agrees that if she should ever

seek such licensure, she will, as a condition of such licensure, respond to reasonable inquiries from the Division about the subject matter of this proceeding; and the Division reserves discretion to fully consider all facts and circumstances that gave rise to this action in its licensing decision;

(4) The Commissioner hereby withdraws the summary suspension of producer license *ab initio*; and

(5) The Division hereby dismisses the statement of charges against Bryanna Starr Sporn and Starr Insurance Group Inc. only, *ab initio*, with prejudice.

SO APPROVED.



NICK GERHART  
Commissioner of Insurance

AGREED to by the Division



Dustin J. DeGroote  
Compliance Attorney

### CONSENT

Respondent Bryana Starr Sporn does hereby consent to and agree with the terms and provisions of the Regulatory Settlement Agreement.

5/17/16  
Date

Bryana Starr Sporn  
Bryana Starr Sporn

BEFORE THE IOWA INSURANCE COMMISSIONER

<p>IN THE MATTER OF</p> <p>DONALD IRA PINANSKY, DYLAN BRENT SPORN, MARC SHAYNE SPORN, BRYANA STARR SPORN, CONSOLIDATED USA INS. CO., STARR INS. GROUP, INC., AMERCO GROUP, INC., f/k/a AMERCO INS. INC., XCHANGE BENEFITS, LLC, and SELECTED MARKETS INS. GROUP, LLC,  Respondents.</p>	<p>Division File No. 85163</p> <p><b>SUPPLEMENTAL ANSWER AND STATEMENT OF BRYANA STARR SPORN</b></p>
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I, Bryana Starr Sporn, provide the following information in connection with the allegations made against me in the Statement of Charges (the "Charges") in this matter:

1. To my knowledge, I had no involvement with the creation or organization of Starr Insurance Group, Inc. (referred to hereafter in this statement as "Starr").
2. Before learning of the Charges, I did not know I was identified on Starr corporate filings as a director and officer of that company.
3. I have never agreed to serve as a director or officer of Starr nor have I ever agreed to work for Starr or represent it in any other capacity.



4. I have never said or done anything intended to authorize, any person or company to take any action of any kind on behalf of Starr.
5. I have never knowingly participated in any activity of Starr.
6. I have never sought to become licensed in any capacity in or by the State of Iowa and I have never sought an insurance license in any state other than Florida.
7. Based upon the allegations in the Charges, I now understand that I am listed in the records of the State of Iowa's Insurance Division as a licensed nonresident insurance producer. I did not request or make application for, or authorize anyone else to request or make application on my behalf, such licensure or listing with the State of Iowa and I took no action to seek such licensure and listing.
8. I did not sign or submit, or authorize anyone else to sign or submit on my behalf, the Iowa application for individual insurance producer license described in paragraph 22 of the Charges.
9. I also did not knowingly request or make application for, or authorize anyone else to request or make application on my behalf, any insurance license issued by the State of California and I took no knowing action to seek any such licensure.
10. I have never engaged in any capacity in the business of insurance, or in any other business, in the state of Iowa nor have I taken any action on behalf of Starr or any other person or entity in the state of Iowa.
11. I have made no sales of insurance in Iowa and I have had no involvement with any such sales or any solicitations for any such sales.

12. I have never had any contact of any nature with any Iowa purchaser or potential purchaser of health insurance nor have I ever authorized or participated in any way in any such contact by anyone else.
13. I have had no involvement of any kind with any advertisement of insurance products directed to persons in Iowa.
14. I have never made any statements or representations of any kind about health insurance policies marketed or sold in the state of Iowa.
15. I have never knowingly assisted anyone else in the conduct of, or participation in, the business of insurance in the state of Iowa.
16. To the best of my knowledge and recollection, the only insurance company with which I have ever sought or knowingly obtained appointment as an agent was called Victory Health Plans. I have never sought or knowingly obtained appointment as an agent of any of the following companies or entities since April 9, 2010 or in connection with any of the activities involving the sale or marketing of health insurance plans as described in the Statement of Charges :
  - a. American Financial Security Life Insurance Company
  - b. American General Life Ins Company
  - c. American National Insurance Company
  - d. Athene Annuity & Life Assurance Company
  - e. Banner Life Ins Company
  - f. Bravo Health Mid-Atlantic, Inc.

- g. Bravo Health Pennsylvania, Inc.
- h. Central United Life Ins Company
- i. Chesapeake Life Ins Company
- j. Cigna Healthcare Of Georgia, Inc.
- k. Cigna Healthcare Of North Carolina, Inc.
- l. Cigna Healthcare Of South Carolina, Inc.
- m. Companion Life Insurance Company
- n. Compbenefits Insurance Company
- o. Compbenefits Dental, Inc.
- p. Connecticut General Life Insurance Company
- q. Dental Concern Inc. (The)
- r. Denticare, Inc.
- s. Globe Life And Accident Insurance Company
- t. Golden Rule Ins Company
- u. Healthspring Life And Health Insurance Company, Inc.
- v. Healthspring Of Alabama Inc
- w. Healthspring Of Tennessee, Inc.

- x. Humana Employers Health Plan Of Georgia, Inc
- y. Humana Health Plan, Inc.
- z. Humana Insurance Company
- aa. Humana Insurance Company Of Kentucky
- bb. Humanadental Insurance Company
- cc. Kanawha Insurance Company
- dd. Loyal American Life Ins Co
- ee. Madison National Life Insurance Company Inc
- ff. Manhattan Life Ins Company
- gg. Markel Insurance Company
- hh. Mutual Of Omaha Insurance Company
- ii. Pavonia Life Insurance Company Of Michigan
- jj. Pan-American Life Insurance Company
- kk. Starr Indemnity & Liability Company
- ll. Sentinel Security Life Insurance Company
- mm. Time Insurance Company
- nn. Transamerica Life Insurance Company

- oo. Unified Life Insurance Company
- pp. United Of Omaha Life Insurance Company
- qq. United States Fire Insurance Company
- rr. United World Life Insurance Company
- ss. Zurich American Insurance Company

17. I have never knowingly had any contact or dealings of any nature with Selected Market Insurance Group, LLC or Xchange Benefits, LLC.
18. I have never sought or knowingly obtained appointment as an agent of any other insurance company for purposes of marketing or selling insurance in Iowa.
19. I have never engaged in any of the allegedly wrongful or unlawful activities described in the Charges.
20. Other than in responding to the Charges, I have never had any purposeful contact of any nature with or in the state of Iowa.
21. The Insurance Division has provided my attorney with copies of thirteen (13) documents purporting to bear my signature. They are attached to this Statement as Exhibits A through M, respectively. With one exception, the signatures of my name appearing on those documents were not made by me. The only one of those documents that bears my actual signature is Exhibit M, the document filed in this proceeding described as a "Summary Order of Suspension and Order to Cease and Desist as to Bryana Starr Sporn by Consent". I provide the following information regarding the other twelve (12) documents:

- a. "Application to Represent American National Insurance Company", Exhibit A attached hereto. The signature of my name on said Exhibit A is not my signature.
- b. Banner Life "Assignment of Agent/Broker/General Agent First Year and Renewal Commissions", Exhibit B attached hereto. The signature of my name on said Exhibit B is not my signature.
- c. "Assurant Health Agent Statement", Exhibit C attached hereto. The signature of my name on said Exhibit C is not my signature.
- d. "NAIC Uniform Application for Individual Producer License/Registration", Exhibit D attached hereto. The signature of my name on said Exhibit D is not my signature.
- e. "Outsourcing Services Agent Inbound Agent Phone or Consumer Internet Applications", Exhibit E attached hereto. The signature of my name on said Exhibit E is not my signature.
- f. "Pan-American Life Insurance Company Producer Application/Appointment Special Markets", Exhibit F attached hereto. The signature of my name on said Exhibit F is not my signature.

- g. "Selected Market Insurance Group, LLC Easy Contracting Application", Exhibit G attached hereto. The signature of my name on said Exhibit G is not my signature.
- h. "Selected Market Insurance Group, LLC Master General Agent Duties, Responsibilities & Compensation Agreement", Exhibit H attached hereto. The signature of my name on said Exhibit H is not my signature.
- i. "Selected Market Insurance Group, LLC Marketer Profile", Exhibit I attached hereto. The signature of my name on said Exhibit I is not my signature.
- j. "Selected Market Insurance Group, LLC Authorization for Direct Deposit", Exhibit J attached hereto. The signature of my name on said Exhibit J is not my signature.
- k. "Form W-9 Request for Taxpayer Identification Number and Certification", Exhibit K attached hereto. The signature of my name on said Exhibit K is not my signature.
- l. "Assurant Health Appointment Application for MGA's", Exhibit L attached hereto. The signature of my name on said Exhibit L is not my signature.

Dated this 17 day of May, 2016

  
Bryana Starr Sporn

Exhibit A

**APPLICATION TO REPRESENT AMERICAN NATIONAL INSURANCE COMPANY**  
**Independent Marketing Group**  
 Galveston, Texas

Full Name First <u>Bryanna</u>		Middle	Last <u>Sporn</u>	
Mr. <input type="checkbox"/>	Mrs. <input checked="" type="checkbox"/>	Ms. <input checked="" type="checkbox"/>	Social Security # [REDACTED]	Date of Birth [REDACTED]
Military Status <u>ALONE</u>				
Residence Street Address [REDACTED]		City [REDACTED]	State <u>FL</u>	9-Digit ZIP Code [REDACTED]
Residence P/O Box or Mail Address [REDACTED]		City [REDACTED]	State	9-Digit ZIP Code
Residence Telephone [REDACTED]		Cell Phone [REDACTED]		
Business Street Address <u>1710 N. Federal Hwy.</u>		City <u>Delray Beach</u>	State <u>FL</u>	9-Digit ZIP Code <u>33483</u>
Business P/O Box or Mail Address [REDACTED]		City	State	9-Digit ZIP Code
Business Telephone <u>561.665.1106</u>		Business FAX <u>561.279.9878</u>		E-mail Address <u>Starrinsurancegroup@gmail.com</u>
Send all mail to <input type="checkbox"/> Residence Street Address <input type="checkbox"/> Residence P.O. Box <input checked="" type="checkbox"/> Business Street Address <input type="checkbox"/> Business P.O. Box				
<input type="checkbox"/> Other				
<ul style="list-style-type: none"> <li>Is the contract to be in the name of a corporation or partnership? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, submit corporate license.                      If Yes Name <u>STARR INSURANCE Group</u> City &amp; State <u>Delray Beach, Florida</u>                      Tax ID No. [REDACTED] <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation</li> <li>List all non-resident states you wish to be appointed with through Independent Marketing. <u>SEE ATTACHED PDF (All 50)</u></li> <li>If being appointed non-resident in Florida, please provide all counties soliciting business.</li> <li>Have you sold insurance through another name or agency in the past five years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide details.</li> <li>The Violent Crime &amp; Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance.                      Have you ever been indicted or convicted of any such felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                      Have you been arrested for any other crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                      If Yes, please give specifics as to charge, date, jurisdiction and outcome.</li> </ul>				

- Have you ever filed or been declared bankrupt?  Yes  No
- Are you presently indebted to any insurance company or agency?  Yes  No If Yes, provide details.

To Whom	Nature of Debt	Amount	Payment Terms
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- Have you ever had, or now have, any federal, IRS, state tax liens or garnishments?  Yes  No
- Are you currently covered by errors and omissions insurance?  Yes  No  
Proof of E&O coverage required. Submit copy of declaration page (not required for solicitor).
- Have you ever filed an errors and omissions claim?  Yes  No
- Have you ever been disciplined by a state insurance department?  Yes  No
- Have you ever been cautioned or disciplined for violating a professional code of ethics in any organization?  Yes  No
- Have you ever been expelled or disciplined by a professional organization such as the NALU?  Yes  No

**Anti-Money Laundering (AML) Certification (Required to issue business)**

- Have you completed AML training within the last 12 months?  Yes  No  
If Yes, check one box.  LIMRA  Other If Other, attach a copy of your certification of completion.
- Was AML training completed through a Broker/Dealer?  Yes  No  
If Yes, Broker/Dealer name \_\_\_\_\_ Broker/Dealer CRD \_\_\_\_\_  
See Form #1770 for American National Insurance Company AML Compliance Requirements.

The person signing this form as "Applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employers or employees.

I have received, read, understand, and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines, the Notice of Privacy Policy, and the Company Guide to Anti-Money Laundering Program adopted by American National Insurance Company.

Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers in the pages of this application and any supplements to it are full, complete, and true to the best of his/her knowledge and belief. In addition, the undersigned specifically attests that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment with American National Insurance Company.

I, the Applicant, have read, on the date shown below, a copy of the above statements as required by law. I have also read, understand, and signed a copy of Authorization Form 4708. I understand that in signing this application and Form 4708, I hereby authorize the Company, at any time, to investigate my background, including my credit history.

Applicant has the right to make a written request to Company's Home Office within a reasonable period of time for additional, detailed information concerning the nature and scope of the investigation.

12-21-11  
Date

  
Applicant



# INDEPENDENT MARKETING SOLICITOR APPOINTMENT

In consideration of my appointment by American National Insurance company ("American National") to solicit applications for American National, I hereby agree:

1. That my contract is with \_\_\_\_\_ (hereafter referred to as Recruiting Organization); and
2. That American National has no obligation to me for commissions, expense allowances, or any other form of compensation whatsoever; and
3. That I shall comply with the rules and regulations of American National and all applicable state laws and regulations; and
4. That I shall not alter, modify, waive, or change any of the terms, rates or conditions of any advertisement, receipt, policy, or contracts of American National; and
5. That I shall promptly remit to Recruiting Organization or American National any and all monies received by me on behalf of American National; and
6. That I shall hold harmless and indemnify American National for any liability that it may incur as a result of any actions taken by me; and
7. That American National may, upon request of Recruiting Organization or upon its own initiative, cancel this appointment at any time; and
8. That I will forfeit all compensation, if any, to which I would otherwise be entitled after termination, in the event I shall attempt to influence any policyholder or agent to terminate their contract with American National and I also agree that since neither American National nor Recruiting Organization has an adequate remedy at law for such use of influence, either may institute proceedings to enjoin me from further such attempted use of influence.
9. I have received, read, understand and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines, the Notice of Privacy Policy and the Company Guide to Anti-Money Laundering adopted by American National Insurance Company. Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers on this appointment and any supplements to it are full, complete and true to the best of his/her knowledge and belief. In addition, I specifically attest that the Social Security Number or Tax Identification Number on this appointment is the correct number for the entity applying for appointment with American National Insurance Company.
10. I understand that in signing this form, I hereby authorize American National Insurance Company to investigate my background including my credit history at any time. (See Form 4708, attached.)
11. The person signing this form as "Applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employers or employees.
12. I understand that the Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who is engaged in the business of insurance to willfully permit anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to participate in the business of insurance.

Agreed to this 21st day of December, 2011.

Bryana Sporn X [Signature]  
Applicant (Please Print) Applicant (Signature)

I hereby recommend the appointment of this applicant, subject to the terms of my contract with American National.

Stanc Insurance Group X [Signature]  
Recruiting Organization (Please Print) Recruiting Organization's (Signature)

12/21/11 Date Office Code Personal Code

### For Home Office Use Only

<u>[Signature]</u> David A. Behrens Independent Marketing Group	Effective Date
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American National Insurance Company One Moody Plaza Galveston, Texas 77550-7999



## MARKETING SERVICES AGREEMENT

This Marketing Services Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of December, 2011 (the "Effective Date"), by and between Starr Insurance Group, a Florida corporation ("STARR"), and American National Insurance Company, a Texas insurance company ("ANICO"). STARR and ANICO are collectively referred to herein as the "Parties" and each of them may be individually referred to herein as a "Party".

### WITNESSETH

WHEREAS, ANICO is in the business of issuing life insurance products to customers;

WHEREAS, STARR has marketing services capabilities that ANICO desires to utilize in order to solicit potential customers for the life insurance products set forth on Exhibit A hereto (the "Products");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Responsibilities of STARR. During the term of this Agreement, STARR will perform the following responsibilities in a competent and professional manner.
  - (a) STARR will market the Products through various channels, including but not limited to, online marketing and inbound/outbound telemarketing. All marketing content that references ANICO or the Products (collectively, the "Marketing Materials"), may not be utilized or implemented until approved in a prior written notice by ANICO, at its sole discretion;
  - (b) In connection with any online marketing campaigns, STARR will (i) present the Products accurately and fairly in all of its advertising, and (ii) when requested by a potential customer, provide a quote based on the information provided by the potential customer and in accordance with the Product information provided by ANICO;
  - (c) In connection with any inbound/outbound telemarketing campaigns, STARR will generate leads that will be distributed to STARR's licensed insurance agents who will conduct the sales process;
  - (d) STARR will develop all the technical data and data capture components required to support STARR's marketing of the Products, including, without limitation, the creation and implementation of a method that will capture potential customers' quotation and application information and post that information into ANICO's system to complete the potential customers' applications;

- (e) Any creative material, graphics, web pages and telemarketing scripts prepared by STARR relating to ANICO or the Products may not be utilized or implemented until approved in a prior written notice by ANICO, at its sole discretion;
- (f) Notwithstanding anything in this Section to the contrary, the Parties agree that STARR will use commercially reasonable efforts to implement adjustments to the above-referenced marketing campaigns promptly upon ANICO's reasonable request;
- (g) STARR will maintain all necessary licenses, permits and/or approvals required to be maintained by it or any of its employees, subcontractors or agents permitting or authorizing them to perform their respective obligations under this Agreement in each and every jurisdiction having authority over STARR or the performance of STARR' obligations hereunder;
- (h) In connection with any outbound telemarketing campaign, STARR agrees to fully comply with all applicable federal, state and local telemarketing laws, rules and regulations, including, without limitation, the suppression of any leads appearing on any applicable federal, state, local or ANICO "do-not-call" list; and
- (i) STARR will pay all of the costs and expenses related to its duties, responsibilities and services as set forth in this Paragraph 1 of this Agreement.
- (j) STARR agrees and acknowledges that ANICO shall have the final decision, at its sole discretion, as to whether a Product is ultimately issued to any potential customer.

2. Responsibilities of ANICO.

- (a) ANICO will promptly review any Marketing Materials submitted by STARR to be used pursuant to the terms of this Agreement and to provide notice of approval, modification, or disapproval to STARR without undue delay;
- (b) ANICO will be responsible for making all Product filings that may be necessary with any state insurance departments and ensuring that any Products sold pursuant to the terms of this Agreement comply with all applicable federal, state and local laws, rules and regulations;
- (c) ANICO will assist STARR in securing appointments of qualified and licensed insurance producers required to be appointed in any jurisdiction by ANICO in connection with any marketing campaign conducted pursuant to the terms of this Agreement; provided, however, ANICO shall have sole discretion as to whether an insurance producer is appointed by ANICO;

- (d) ANICO will maintain all necessary licenses, permits or approvals required to be maintained by it or any of its employees or subcontractors permitting or authorizing them to perform their respective obligations under this Agreement in each and every jurisdiction having authority over ANICO and over the performance of its obligations hereunder; and
  - (e) ANICO will develop, market and provide underwriting for the Products and for potential customers to which ANICO actually issues a Product, ANICO will process and service such issued Products.
  - (f) ANICO will pay all of the costs and expenses related to its duties, responsibilities and services as set forth in this Paragraph 2 of this Agreement.
3. **Compensation.** ANICO shall pay STARR, as compensation, a percentage of first year collected premium on Products issued under this Agreement, as set forth in Exhibit A. Such compensation shall be paid no later than the twentieth (20<sup>th</sup>) day of each month.
4. **Term and Termination.**
- 4.01 **TERM.** The term of this Agreement shall begin on the date first written above and shall continue until terminated by either party as provided herein.
- 4.02 **TERMINATION.** This Agreement may be terminated by either party for any or no reason upon thirty (30) days' written notice. Additionally, either party may terminate this Agreement immediately upon written notice to the other party in the event either party:
- i. Elects to be wound up or dissolved; or
  - ii. Becomes insolvent or admits in writing its inability to pay its debts as they mature; or
  - iii. Makes an assignment for the benefit of creditors; or
  - iv. Files a voluntary petition in bankruptcy or for reorganization or is adjudicated bankrupt or insolvent; or
  - v. Has a liquidator or trustee appointed over its affairs and such appointment is not terminated within 30 days.
5. **Applicable Laws.** Each Party agrees to perform its obligations under this Agreement in accordance with all applicable, federal, state, and local laws, rules and regulations including, without limitation, laws governing insurance, telemarketing, unfair and deceptive acts, practices and privacy. These laws, rules and regulations include, without limitation, those of the United States Postal Service, Federal Communications Commission, Federal Trade Commission, and state insurance departments.

6. Taxes. Each Party will be responsible for complying with and paying all taxes and duties properly assessed on it by any governmental or regulatory authorities having jurisdiction over such Party or its activities.

7. Confidentiality.

- (a) During the course of performance of this Agreement, ANICO may disclose to STARR certain information, including without limitation, trade secrets, training material, telephone scripts, methodology, customer and supplier lists, processes, documentation, marketing and development plans, data, know-how, business strategies and other confidential and proprietary information, including without limitation personal information of past, potential or current customers, not generally known to the public (including, without limitation, the terms of this Agreement) owned or used by ANICO (all such materials, whether or not in writing or specifically designated as proprietary or confidential, collectively and individually hereinafter referred to as the "Confidential Information"); provided, however, that "Confidential Information" does not include any data or information that:
- (i) Is now or subsequently becomes generally available to the public through no fault or breach of confidentiality obligations on the part of the STARR;
  - (ii) STARR can demonstrate to have rightfully had in its possession prior to disclosure to STARR by ANICO; provided that such prior possession is capable of being proven via written evidence alone that would be admissible in a court of law;
  - (iii) Is independently developed by STARR without the use of any of the Confidential Information; provided that such independent development is capable of being proven via written evidence alone that would be admissible in a court of law;
  - (iv) STARR rightfully obtains on a non-confidential basis from a third party who has the right to transfer or disclose it; or
  - (v) Is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered; provided that STARR must immediately notify ANICO regarding such requirement so that ANICO may attempt to obtain a protective order either restricting or preventing such disclosure, and STARR must cooperate with the efforts of ANICO to resist such disclosure and protect its rights in such information.
- (b) STARR agrees that, for the purposes of this Agreement, all Confidential Information it receives from or on behalf of ANICO in connection with this Agreement constitutes confidential, proprietary information. STARR agrees

that the Confidential Information is the property of ANICO and that it will, and will cause its directors, officers, managers, employees, agents and contractors to hold the Confidential Information in a confidential manner and must use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the Confidential Information that it uses to maintain the confidentiality of its own confidential information, but with at least a commercially reasonable degree of care. If requested by ANICO in writing, all Confidential Information will be returned to ANICO, or, if directed to do so by ANICO, destroyed at the termination of this Agreement or earlier upon ANICO's written request. STARR further agrees that it will use the Confidential Information only as required to perform its obligations under this Agreement. STARR further agrees that it will limit the dissemination of the Confidential Information within its own organization to such individuals whose duties justify their need to know such information, and then only provided that there is a clear understanding by such individuals of their need to maintain the confidential and proprietary nature of such information and to restrict its uses to the purposes specified herein.

- (c) In the event STARR becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information received by it or take any other action prohibited hereby, STARR will provide ANICO with prompt written notice so that ANICO may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that ANICO waives compliance with the provisions of this Agreement, STARR will furnish only that portion of the Confidential Information or take only such action that is legally required and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. Breach of the confidentiality obligations set forth in this Section may cause irreparable damage to ANICO and therefore, ANICO will have the right to equitable and injunctive relief, and to recover the amount of damages (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use.
- (d) STARR shall immediately notify ANICO of any unauthorized disclosure of the Confidential Information. If ANICO elects to take action in response to such unauthorized disclosure, STARR agrees to provide any requested information and otherwise cooperate with ANICO.

8. Representations and Warranties.

- (a) Each Party represents and warrants to the other Party that (i) it has the full right, power and authority to enter into this Agreement, (ii) this Agreement is valid and binding upon such Party and enforceable against such Party in accordance with its terms, (iii) its execution, delivery and performance of this

Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound or conflict with any applicable laws, rules or regulations or any order of any governmental authority, and (iv) it has received all applicable regulatory authorizations or other approvals necessary to complete its obligations hereunder.

- (b) Each Party represents and warrants that the goods and services to be provided under this Agreement will be provided in a reasonable and professional manner, consistent with prevailing industry standards.
- (c) Each Party represents and warrants that such Party has all necessary licenses, permits or approvals required to be maintained by it or any of its employees, agents or subcontractors permitting or authorizing them to perform their respective obligations under this Agreement in each and every jurisdiction having authority over such Party and over the performance of such obligations.
- (d) Each Party represents and warrants that it has obtained, or will timely obtain, all necessary internal and external consents and authorizations from governmental authorities and private parties for such Party's execution, delivery and performance of this Agreement.

9. **Insurance.** STARR will, at its own expense, maintain reasonable insurance in form and amounts satisfactory to ANICO during the term of this Agreement, and furnish ANICO with certificates of insurance as evidence thereof, including errors and omission covering STARR's employees and agents.

10. **Indemnification.**

- (a) Each Party (the "Indemnifying Party") must, at its expense, indemnify, defend and hold harmless the other Party and its subsidiaries and affiliated entities and their respective officers, directors, members, partners, employees, agents, successors and assigns (together, the "Indemnified Party") from against any and all third-party claims, lawsuits, and proceedings, as well as any losses, damages, penalties, fines, settlements, reasonable costs (including, without limitation, all reasonable attorney's fees and out-of-pocket expenses) (collectively, the "Claims"), arising from or in connection with: (i) the Indemnifying Party's breach of its representations and warranties under this Agreement, (ii) the alleged violation or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right by any materials, products or other items furnished by the Indemnifying Party to the Indemnified Party, or (iii) the Indemnifying Party's negligence or willful misconduct in connection with the performance of its obligations under this Agreement; provided that the Indemnifying Party is not liable under any

Claim resulting solely from the Indemnified Party's gross negligence or willful misconduct.

- (b) The conditions for the indemnities set forth in paragraph (a) above are as follows: (i) the Indemnified Party must notify the Indemnifying Party in writing promptly upon notice of the Claims; (ii) the Indemnifying Party will be permitted, through counsel mutually acceptable to the Indemnified Party and the Indemnifying Party, to answer and defend such Claims; and (iii) the Indemnified Party must provide the Indemnifying Party information and reasonable assistance, at the Indemnifying Party's expense, to assist the Indemnifying Party to defend such Claims.
- (c) The Indemnifying Party may, upon written notice of any Claims to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it must also undertake all other required steps or proceedings to settle or defend any such Claims, including, without limitation, the employment of counsel that must be reasonably satisfactory to the Indemnified Party, and payment of all expenses. The Indemnified Party will have the right to employ separate counsel and participate in the defense of any Claims at its expense. The Indemnifying Party must reimburse the Indemnified Party upon demand for any payments made or loss suffered by it at any time after the date hereof, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of Claims in respect to any damages related to any claim or action under this Section. The Indemnifying Party may not settle any Claim under this Section on the Indemnified Party's behalf without first obtaining the Indemnified Party's written permission, which permission will not be unreasonably withheld, conditioned or delayed. In the event the Indemnifying Party and the Indemnified Party agree to settle a Claim, each Party agrees not to publicize the settlement without first obtaining the other Party's written permission, which permission will not be unreasonably withheld, conditioned or delayed.

**11. Limit to Liability.**

- (a) IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY ONE PARTY AGAINST THE OTHER PARTY OR ANY OF SUCH OTHER PARTY'S AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS OR ASSIGNS, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT

LIMITATION, NEGLIGENCE) OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, A BREACH BY SUCH OTHER PARTY OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A MATERIAL BREACH), SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM SUCH OTHER PARTY PAYMENT FOR ACTUAL AND DIRECT DAMAGES UP TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE AMOUNT PAID BY ANICO TO STARR PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF SUCH CLAIM.

(c) THESE LIMITATIONS OF LIABILITY ARE MADE KNOWINGLY, INTENTIONALLY AND VOLUNTARILY.

12. **Trademarks; Proprietary Rights.** Each Party acknowledges that the other Party, its affiliates and/or its suppliers, as the case may be, own all rights, title, and interest in any work product, products or services created or delivered by them pursuant to this Agreement, including, without limitation, all worldwide copyrights, trade secrets, trademarks, confidential information, and proprietary and intellectual property rights. Any rights to use such intellectual property of the other Party shall be limited to the uses specified in this Agreement and shall terminate immediately upon termination of this Agreement.
13. **Records.** During the Term and for a period of three (3) years after the end thereof, ANICO will maintain access or archival retrieval to all paper and data records pertaining to this Agreement and the transactions contemplated hereby in the event STARR reasonably requests copies of said data or records. Furthermore, notwithstanding anything to the contrary in this Agreement, each Party will have the right, upon reasonable prior written request, to inspect all records of the other Party relating to its performance hereunder. Unless otherwise agreed, any such inspection by such Party may occur only at the business offices of such other Party during normal business hours and may be conducted by a mutually acceptable third-party inspector. The costs of any such inspection must be paid by the inspecting Party. Notwithstanding anything in this Section to the contrary, STARR agrees that it will not use any information it obtains pursuant to this Agreement in any marketing campaigns conducted for any third party and will not use any such information to compete with ANICO.
14. **This Section is deleted.**
15. **Audio Tape Security and Storage.** STARR audiotapes will be stored under restricted lock and key access. Access is limited as follows:
  - (a) Audio Tapes: Access to recorded sales conversations is limited to supervisors, quality assurance staff, administrative staff and officers of STARR.

STARR shall keep full, accurate and complete records regarding the telemarketing performed under this AGREEMENT. STARR shall store tapes or digital recordings of all calls commencing at the start of the application process for a period of thirty (30) months from the date of call. Such recordings shall be made available to ANICO within forty-eight (48) hours of ANICO's request.

16. **Licensing and Appointments.** STARR agrees to pay the cost for maintaining and obtaining any insurance licenses required by any regulatory body as it directly relates to products sold on behalf of ANICO. ANICO agrees to pay the cost of any appointment fees required as it directly relates to marketing and sale of the Products.
17. **Amendment.** This Agreement may be amended, supplemented or otherwise modified only upon written agreement by the Parties.
18. **Further Assurances.** Each Party must take such action (including, without limitation, the execution, acknowledgement and delivery of documents) as may be reasonably requested by the other Party for the implementation or continuing performance of this Agreement.
19. **Assignment.** Neither Party may assign or otherwise transfer this Agreement or its rights hereunder or delegate its responsibilities to any person or entity without the other Party's prior written consent; **provided, however,** that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party or in connection with a sale of all or substantially all of its assets or a stock sale, merger or other corporate reorganization resulting in a change of control of such assigning Party. Any attempted assignment in violation of this Section will be null and void. Without limiting the foregoing, this Agreement is binding upon and inures to the benefit of the Parties' respective permitted successors and assigns.
20. **Severability.** In the event that any provision (or any portion of a provision) of this Agreement is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
21. **Force Majeure.** Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, war, riots, terrorism, civil disturbances, accidents, fire, earthquakes, floods, strikes, lock-outs, labor disturbances, foreign or governmental order, power or telecommunications fluctuations or outages or any other cause beyond the reasonable control of such Party.
22. **Publicity.** Each Party hereby agrees not to issue press releases that relate to this Agreement without the prior written consent of the other Party.
23. **Non-waiver.** The failure of either Party either to insist upon the other Party's strict

performance of the provisions of this Agreement or to take advantage of its rights hereunder, will not be construed as a waiver or relinquishment of any provision or right provided hereunder.

24. **Governing Law; Forum.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles. The Parties agree to bring any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement in the courts of the State of Texas, County of Galveston.
25. **Entire Agreement.** The Parties agree that this Agreement is the complete and exclusive understanding between the Parties regarding the subject matter herein and no change or modification may be made except in writing.
26. **Relationship.** Nothing contained herein will be construed to create either a partnership or employment relationship between the Parties or any of the other Party's employees or agents. It is the express intent of the Parties hereto that no Party is an employee of the other Party for any purpose, but is an independent contractor for all purposes and in all situations. Each Party and its directors, officers, employees and agents may not represent that they are employees of the other Party, nor may they in any manner hold themselves out to be employees of the other Party.
27. **Arbitration.**
  - (a) All disputes between the Parties arising out of or relating to this Agreement or its performance will be resolved through arbitration under the commercial rules of the American Arbitration Association in Texas. Unless the Parties agree otherwise, any such arbitration will be held in Galveston County, Texas.
  - (b) The arbitration panel will consist of three arbitrators. One arbitrator is to be appointed by STARR and one arbitrator is to be appointed by ANICO. The two arbitrators appointed by the Parties will select the third arbitrator. If the two arbitrators chosen by the Parties are unable to agree on a third arbitrator, the choice will be left to the Texas Office of the American Arbitration Association.
  - (c) The decision of the arbitrators will be by majority vote and no appeal may be taken from such decision. The cost of the arbitration will be borne evenly by each Party unless the arbitrators decide otherwise.
28. **Notices.** Notices under this Agreement must be sent to the addressee listed below and will be deemed given on the next business day after being sent:

(a) if to STARR,  
1710 North Federal Hwy  
Delray Beach FL 33483  
Attention: Narc

(b) if to ANICO,  
ANICO Direct  
2450 South Shore Boulevard  
League City, Texas 7757  
Attention: Richard Katz, VP Direct Marketing and Sales

29. **Counterparts.** This Agreement may be executed in separate counterparts (each of which is an original and all of which will be deemed one and the same instrument) and will be fully effective as of the date executed copies are exchanged between the Parties. Counterparts may be executed either in original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided, however, that either Party providing its signature in such manner must promptly forward to the other Party an original of the signed copy of this Agreement that was so faxed.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed as of the date first above written.

STARR, INC.

AMERICAN NATIONAL  
INSURANCE COMPANY

By: [Signature]  
Name: Byrona Spoto  
Title: President

By: \_\_\_\_\_  
Name: Richard Katz  
Title: VP, Direct Marketing and Sales

**BannerLife**

1701 Russett Blvd  
Baltimore, Maryland 20880  
(301) 278-1800  
(toll) 830-8100

**ASSIGNMENT OF AGENT/BROKER/GENERAL AGENT  
FIRST YEAR AND RENEWAL COMMISSIONS**

For good and valuable consideration, the receipt of which is hereby stipulated:

I, Bryana Sporn, do hereby sell, assign, transfer, set over and convey  
(Agent/Broker/General Agency Name)  
to Starr Insurance Group, Inc of Delray Beach, Florida all of  
(Print Name) (City, State)  
my right, title, interest, claim or demand in and to any and all first year and renewal commissions including service fees,  
if any, for all policies due or to become due and payable to me by BANNER LIFE INSURANCE COMPANY, under the  
Agent/Broker/General Agency Number PENDING (or if a number has not been issued, write  
"Pending" above and provide the date you signed your Banner Life Agreement AUG 8, 2010).  
(Agent/Broker/General Agency Agreement Date)

I understand that this assignment will remain in force and be effective until written notice of the payment of the obligation  
for which it is given to secure is filed by said assignee with said Insurance Company. Until such time said Company  
is authorized and empowered to pay to said assignee the commissions covered hereby and when the same become  
due and payable under said contract and said Insurance Company is released of and from all other and further liabilities  
by reason of payments made to said assignee by virtue hereof.

**Agent/Broker/General Agent Authorization**

BRYANA SPORN  
Print Name of Agent/Broker/General Agent Assignor

Bryana Sporn  
Print Name and Title of Principal or Authorized  
Officer for Agent/Broker/General Agent, if applicable

[Signature]  
Signature of Agent/Broker/General Agent or Principal  
or Authorized Officer for Agent/Broker/General Agent

8/10/10  
Date Signed

**Witness**

Maura Sporn  
Print Name of Witness

[Signature] 8/10/10  
Signature of Witness Date

The Life & Annuity Store

**Banner Life**

1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 219-4000  
(800) 638-0428

**BIOGRAPHICAL INFORMATION FOR CONTRACT APPLICANT**

This form must accompany all contracts submitted to Banner Life Insurance Company.  
Please print or type all information.

**Section I - CONTRACT TYPE**

Please check only one. Contract is for:  Individual - complete sections I, II, IV and V.  
 Individual, but "doing business as" - complete all sections.  
 Corporation - complete all sections.

**Section II - INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION**

Social Security Number: [Redacted] Sex:  Male  Female  
Name: Sporn Bryana F  
Date of Birth: [Redacted] E-mail Address: starrinsurancegroup@gmail.com  
Business Phone: 561 668 1166 Fax No.: 561-279-9877  
Business Name: Starr Insurance Group, Inc.  
Business Address: 1710 North Federal Hwy - Delray Beach, FL 33483  
Home Address: [Redacted] Web Site Address: www.starrdirect.com  
Home Phone: [Redacted]

is an officer of the below corporation.

**Section III - CORPORATE APPLICANT REQUIRED INFORMATION**

Tax ID Number: [Redacted] **INDIVIDUAL APPLICANTS DO NOT COMPLETE THIS SECTION.**  
Corporate Name: Starr Insurance Group, Inc.  
Corporate Phone: 561 668 1166 Corporate Fax No.: [Redacted]  
Corporate Address: 1710 North Federal Hwy Delray Beach FL 33483  
Corporate E-mail Address: StarrInsuranceGroup@gmail.com Web Site Address: www.starrdirect.com  
Primary Principal for Corporate Records: Bryana Sporn  
Background Information reported on page 2 should provide information for the primary principal and the corporation.  
Additional Principals: N/A  
Office Manager or Primary Contact: Dan Pinsky Phone No.: 561 306 2338  
Toll-Free Number for Client Calls: 800-760-2066

Please check a copy of your license(s) for your state of residence and any other states where you plan to do business with Banner. Please complete the account page of this form as well.

The Life & Annuity Store

Incomplete information will delay contracting.

**Section IV - BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS**

Please provide a detailed letter of explanation for any "yes" answers below. If this is a corporate application, the questions should be answered by the agency principal.

- 1. Do you have any unsatisfied judgments, judgments or liens against you?  Yes  No
- 2. Are you in debt to any insurance company?  Yes  No
- 3. Have you ever filed for or been declared bankrupt or insolvent either personally or in business?  Yes  No
- 4. Have you ever been charged with, convicted of, or plead no contest to:
  - a. any felony or misdemeanor?  Yes  No
  - b. any violation of any state insurance regulations or statutes?  Yes  No
  - c. any violation of federal or state securities or investment related regulations?  Yes  No
- 5. Are you now or have you ever been the subject of any insurance or investment related customer complaint, investigation or proceeding?  Yes  No
- 6. Have you ever had your contract or appointment terminated or refused by any insurance or financial services company?  Yes  No
- 7. Have you ever had a license denied, revoked or suspended by any Securities and/or State Insurance Department?  Yes  No
- 8. Have you used any other names or aliases?  Yes  No

Remarks:

Current or previous employer:

Are you now or have you ever been contacted or otherwise associated with Banner Life?  Yes  No  
or William Penn?  Yes  No

If Yes, please provide details including agent # and agency name:

Do you have Errors and Omissions coverage?  Yes  No

If you are a general agent, does your E&O policy cover agent/broker activity?  Yes  No

E&O carrier: CNA

Policy No.:

Effective Date: 4/10/10

Expiration Date: 4/30/11

I hereby certify that all the information given to Banner Life by me is true and correct without any omissions of any kind. I hereby authorize Banner Life to conduct a background investigation on me, including a review of credit worthiness, now or in any state. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I also understand and acknowledge that information received by Banner Life may be shared with the general agencies indicated below and I hereby expressly consent to the sharing of such information with the general agencies indicated below. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to the Company's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

Print Name: Rebecca Sporn

Signature: [Signature]

Date: 8/10/10

**Section V - AGENCY HIERARCHY STRUCTURE**

I certify that I have reviewed the candidate's information and recommend him/her for recruitment.

Please appoint: Prudential Insurance Group Inc. (with commission addendum) BDGA-90

who reports to BDGA (if any): Name Starr Insurance Group, Inc. Code # pending

who reports to BDGA (if any): Name Rebecca Massey Code # RW4000

who reports to BMGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to GA (required): Name Sunderland Group Code # R2W0000

Signature of GA: [Signature] Date: 8/10/10

Assignment of Commission form attached. (Assignee must be appointed by Banner Life)

The Life & Annuity Store

**Form W-9**  
(Rev. January 2008)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name: \_\_\_\_\_  
Business name, if different from above: **State Assistance Group INC**  
Check appropriate box:  Individual sole proprietor  Corporation  Partnership  Other \_\_\_\_\_  Exempt from backup withholding  
Address (street, rural, and apt. or suite no.): **110 N Federal Hwy**  
City, state, and ZIP code: **Delray Beach, FL 33483**  
Use account number(s) used to report: \_\_\_\_\_  
Requester's name and address (optional): \_\_\_\_\_

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, use the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.  
Name of the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number	_____
or	_____
Employer identification number	_____

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am not longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Contributions instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or improvement of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here: \_\_\_\_\_  
Signature of U.S. person: *[Signature]*  
Date: **8/10/10**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 916, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the individual has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exception.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

The Life & Annuity Store

**Barneer Life**

1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 271-1000  
(800) 837-1428

**AGENT/AGENCY COMMISSION PAYMENT PROFILE**

**Section I - AGENT/AGENCY INFORMATION**

Agent/Agency Name Star Insurance Group, Inc.  
S.S.N. and/or Tax ID # [REDACTED]

**Section II - INSTRUCTIONS**

Please complete this form to select your commission payment options including direct deposit/electronic funds transfer (EFT), then return it to the Commission Department.

Commission Payment Frequency  Daily (EFT required)  Weekly (EFT required)  
 Standard Method (1) no times each month  Monthly  
 Bi-Weekly (26 times per year)

Maximum Transaction Amount \$ 150 (Notes: Minimum must be at least \$50.)

Commission Reporting Options  E-mail  Paper statement (Not available with EFT)  None

E-mail Address StarInsurancegroup@gmail.com

Commission Payment Method  Direct Deposit (EFT)  Check

**PLEASE ATTACH A VOIDED CHECK TO THIS AUTHORIZATION FOR THE CHECKING ACCOUNT REFERENCED BELOW**

**Section III - BANK INFORMATION**

Please begin the deposit of my NET EARNINGS to the below account.

**PLEASE ALLOW 30 DAYS TO START NEW DEPOSITS**

FINANCIAL INSTITUTION: Wachovia Bank

BRANCH ADDRESS: [REDACTED]

TRANSIT ROUTING NUMBER [REDACTED]

ACCOUNT NUMBER [REDACTED]

**Section IV - AUTHORIZATION**

I understand all earnings for all agent numbers associated with the above S.S.N. and/or Tax ID number will be processed according to these instructions.

If I have selected direct deposit of net earnings in Section III above, then I agree to the following:

I authorize Legal & General America, Inc. and subsidiaries to deposit commission earnings automatically to the account specified above as they become due and payable, by initiating credit entries to my account electronically or by any other commercially accepted method, and I authorize the financial institution named above to credit all sums to my account. If funds to which I am not entitled are deposited to my account, I authorize the financial institution to debit the sums to my account. This authority will remain in effect until Barneer Life Insurance Company has received written notice from me or its controller in such time and manner as to allow Barneer Life Insurance Company and the financial institution reasonable opportunity to act on it.

Further, I understand a statement of funds deposited will be sent to my E-mail address of record, unless "none" has been selected in which case commission statements will only be available at the LGAmerican website.

Further, I understand service charges may be associated with my account and I should contact my financial institution to determine these charges. I also understand that Legal & General America, Inc. and subsidiaries is not responsible, in any way, for these service charges.

Signature [Handwritten Signature]  
BK-12 (12/01)

Date 8/10/10

The Life & Annuity Store



1701 Research Boulevard  
Rockville, Maryland 20850  
(401) 278-1100  
(800) 839-5428

**SIGNATURE AUTHORIZATION ADDENDUM  
BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

The Agent/Broker authorizes the Company or the Company's Call Center to indicate receipt of the Agent/Broker signature (in either original, facsimile or electronic format) and/or to affix a facsimile of the signature below on all life insurance applications and related forms processed on behalf of the Agent/Broker. The signature is that of the Agent/Broker, an authorized officer, or the principal of the Agent/Broker organization and one licensed to conduct life insurance transactions in jurisdictions in which the Agent/Broker operates. The Agent/Broker will immediately notify the Company should the authorization for use of this signature be terminated or revoked in any jurisdiction.

*Bryana Sporn*

Print Name of Agent/Broker

*Bryana Sporn, President*

Print Name and Title of Principal or Authorized Officer  
For Agent/Broker, if applicable

*[Handwritten Signature]*

Place Agent/Broker signature inside the box

*8/10/10*

Date Signed



1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 898-8438

**BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

**Brokerage Development General Agent Agreement Adoption Authorization**

In consideration of the covenants contained in the Banner Life Brokerage Development General Agent Agreement (BDQA Agreement (03/09)), this ADOPTION AUTHORIZATION is executed as set forth below by and among Banner Life Insurance Company, called the Company, and the General Agent, and the Banner Life Brokerage Development General Agent.

All of the parties hereto acknowledge that they have received and read the Banner Life Brokerage Development General Agent Agreement (BDQA Agreement (03/09)).

IN WITNESS WHEREOF, the parties hereto have signed this ADOPTION AUTHORIZATION and agree it is effective as of the date authorized by the Company, i.e., The Contract Date.

Brokerage Development General Agent

General Agent

Star Insurance Group, Inc.

Sunderland Group

Print Name of Brokerage Development General Agent

Print Name of General Agent

Bryana Sporn, President

Brad Sunderland, PRES.

Print Name & Title of Principal or Authorized Officer for Brokerage Development General Agent, if applicable

Print Name & Title of Principal or Authorized Officer for General Agent, if applicable

(X)

[Signature]  
Signature of Agent/Broker or Principal or Authorized Officer for Brokerage Development General Agent

[Signature]  
Signature of General Agent or Principal or Authorized Officer for General Agent

Date Signed

8/31/10

Date Signed

8/11/10

Banner Life Insurance Company

Kevin Harby

Print Name

Vice President, Sales

Title

Signature

Date Signed



ASSURANT Health®

## AGENT STATEMENT

Agent: Bryana Sporn  
 Insured: Denise Johnson  
 Policy: 61498998  
 Date of Request: 5/9/14  
 Date Due: 5/21/14

1. How was business solicited from Ms. Denise Johnson and how did you become her agent? (Did she call you, did you call her from a lead, etc).
2. Please provide in detail what Ms. Johnson indicated her insurance needs where when you spoke with her?
3. Did you complete any other applications with Ms. Johnson other than the dental with Assurant Health? Yes  No  If yes, please provide the type of insurance that was applied for, the carrier name for each, and their current status if known.
4. How was the dental application with Assurant Health taken? Please select one of the following:
  - Over the telephone with the customer
  - Over the telephone with the customer while using a shared web-browsing program
  - Together in person (face to face) with the applicant(s)
  - Customer completed enrollment/application form over the internet
  - Other, please explain
5. Did Ms. Johnson attest to the accuracy, authorize and electronically sign the dental application prior to it being submitted to Assurant Health in your presence? Yes  No  If no, please explain how she attested, authorized and signed her dental application.
6. Did anyone else participate in the application process with Ms. Johnson? Yes  No  If yes, please provide the name of each participant along with their national producer number and how they participated in the application process.
7. Did Ms. Johnson contact you at any time after the dental policy was issued? Yes  No  Please provide dates and nature of the correspondence and resolution.
8. Did Ms. Johnson contact you to cancel her dental policy with Assurant Health? Yes  No  If yes, what did actions did you take for the cancellation?
9. Please provide a copy of all applications you completed with Ms. Johnson for all carriers. If not available, please explain why they are not.
10. Please provide a copy of all fulfillment documents sent to Ms. Johnson for all policies that were issued other than Assurant Health. If not available, please explain why they are not.

Please provide any other information you feel may be relevant to this matter. Please sign and date the agent statement and return via email to [robbi.brooks@assurant.com](mailto:robbi.brooks@assurant.com) or fax 414-299-1266 and reference policy #61498998. Thank you.

Agent statement Bryana Sporn

5/20/14

Policy # [REDACTED] Denise Johnson;

1. Responded to TV ad
2. She was uninsured and looking for health coverage
3. Yes, Unified life insurance co. Indemnity health plan and Fidelity Life, Accidental Death Policy
4. Over the phone
5. No, She attested to application on a recorded voice verification for each product separately.
6. Yes , Dylan Sporn G.A.
7. Yes she contacted customer service in 11/13.
8. In 11/2013 she contacted customer service, spoke with C.S. to cancel health. Called again on 1/2014 was given Assurant's contact info as per Assurant and told to contact them to xcl.
9. Information was submitted on carrier's websites through their applications.
10. Documents sent direct from Insurance companies to Ms. Johnson

Signed,

Bryana Sporn G. A.

*Bryana Sporn*

5/21/14

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at www.nipr.com.



**Uniform Application for  
Individual Producer License/Registration**  
(Please Print or Type)

**RECEIVED**  
  
AUG 19 2013  
  
COMMISSIONER OF INSURANCE  
INSURANCE DEPARTMENT OF IOWA

Check appropriate box for license requested.

- Resident License  
 Non-Resident License

Identify Home State: CALIFORNIA

Demographic Information									
① Soc. Security Number [REDACTED]				② If assigned, National Producer Number (NPN) <u>134 11243</u>					
③ If applicable, FINRA Individual Central Registration Depository (CRD) Number									
④ Last Name <u>Sporn</u>			JR./SR. etc	⑤ First Name <u>BRYANA</u>		⑥ Middle Name		⑦ Date of Birth (month [REDACTED] day [REDACTED] year [REDACTED])	
⑧ Residence/Home Address (Physical Street) [REDACTED]				⑨ City <u>CA</u>		⑩ State <u>CA</u>	⑪ Zip Code <u>[REDACTED]</u>	⑫ Foreign Country	
⑬ Home Phone Number ( ) - ( ) - ( )		⑭ Gender (Circle One) Male <input type="checkbox"/> Female <input type="checkbox"/>		⑮ Are you a Citizen of the United States? (Check One) Yes <input type="checkbox"/> No <input type="checkbox"/> (If No, of which country are you a citizen?) (If NO, and this is an application for a Resident License, you must supply proof of eligibility to work in the U.S.)					
⑯ Individual Applicant Email Address:									
⑰ Business Entity Name <u>STARR</u>									
⑱ Business Address (Physical Street) <u>8081 N. CONGRESS AVE #202</u>				⑲ P.O. Box	⑲ City <u>Boca Raton</u>		⑲ State <u>FL</u>	⑲ Zip Code <u>33487</u>	⑲ Foreign Country
⑳ Business Phone Number (include extension) <u>(561) 665 1106</u>		㉑ Business Fax Number		㉒ Business E-Mail Address <u>starrinsurancegroup@gmail.com</u>			㉓ Business Web Site Address		
㉔ Applicant's Mailing Address <u>8081 N. CONGRESS AVE #202</u>				㉕ P.O. Box	㉕ City <u>Boca Raton</u>	㉕ State <u>FL</u>	㉕ Zip Code <u>33487</u>	㉕ Foreign Country	
㉖ a. List any other assumed, fictitious, alias, maiden or trade names which you have used in the past.									
b. List any trade names under which you are currently doing business or intend to do business. (May be subject to state approval)									
Agency or Business Entity Affiliations									
㉗ List your Insurance Agency Affiliations: (Complete only if the applicant is to be licensed as an active member of the business entity)									
FEIN _____		NPN _____		Name of Agency _____					
FEIN _____		NPN _____		Name of Agency _____					
FEIN _____		NPN _____		Name of Agency _____					
Employment History									
㉘ Account for all time for the past five years. Give all employment experience starting with your current employer working back five years. Include full and part-time work, self-employment, military service, unemployment and full-time education.									
Name	City	State	Foreign Country	From Month Year		To Month Year		Position Held	
<u>STARR Insurance Group</u>	<u>SAN FRANCISCO CA</u>			<u>2</u>	<u>08</u>	<u>PRESENT</u>		<u>MANAGER G.A.</u>	
Name	City	State	Foreign Country						
Name	City	State	Foreign Country						
Name	City	State	Foreign Country						
Name	City	State	Foreign Country						

*FL to CA*  
*Frank Stale*  
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Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at [www.nipr.com](http://www.nipr.com).



## Uniform Application for Individual Insurance Producer License/Registration

### Jurisdiction and Type of License Requested

36) Next to each jurisdiction, check the license type(s) and line(s) of authority for which you are applying.

**License Types:**      A - Agent                      B - Broker                      P - Producer                      SLP - Surplus Lines Producer  
**Lines of Authority:**      V - Variable Life/Variable Annuity      L - Life                      H - Accident & Health or Sickness      P - Property      C - Casualty      PL - Personal Lines  
**Limited Lines:**              Credit - Credit                      CR - Car Rental                      CROP - Crop                      T - Travel                      S - Surety                      O - Other: Specify Type

Jurisdiction	License Type				Major Lines of Authority						Limited Lines of Authority					
	A	B	P	SLP	V	L	H	P	C	PL	Credit	CR	CROP	T	S	O
AK																
AL																
AR																
AZ																
CA																
CO																
CT																
DC																
DE																
FL																
GA																
GU																
HI																
IA	✓					✓	✓									
ID																
IL																
IN																
KS																
KY																
LA																
MA																
MD																
ME																
MI																
MN																
MO																
MS																
MT																
NC																
ND																
NE																
NH																
NJ																
NM																
NV																
NY																
OH																
OK																
OR																
PA																
PR																
RI																
SC																
SD																
TN																
TX																
UT																
VI																
VA																
VT																
WA																
WI																
WV																
WY																

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at [www.nipr.com](http://www.nipr.com)



## Uniform Application for Individual Insurance Producer License/Registration

### Background Information

① The Applicant must read the following very carefully and answer every question. All written statements submitted by the Applicant must include an original signature.

1. Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime? Yes \_\_\_ No

Note: "Crime" includes a misdemeanor, a felony or a military offense.

You may exclude misdemeanor traffic citations and misdemeanor convictions or pending misdemeanor charges involving driving under the influence (DUI) or driving while intoxicated (DWI), driving without a license, reckless driving, or driving with a suspended or revoked license and juvenile offenses.

"Convicted" includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or nolo contendere or no contest, or having been given probation, a suspended sentence, or a fine.

If you answer yes, you must attach to this application:

- a) a written statement explaining the circumstances of each incident,
- b) a copy of the charging document,
- c) a copy of the official document, which demonstrates the resolution of the charges or any final judgment.

If you have a felony conviction involving dishonesty or breach of trust, have you applied for written consent to engage in the business of insurance in your home state as required by 18 USC 1033? N/A \_\_\_ Yes \_\_\_ No \_\_\_

If so, was consent granted? (Attach copy of 1033 consent approved by home state.) N/A \_\_\_ Yes \_\_\_ No \_\_\_

2. Have you ever been named or involved as a party in an administrative proceeding, including FINRA sanction or arbitration proceeding regarding any professional or occupational license or registration? Yes \_\_\_ No

"Involved" means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation, sanctioned or surrendering a license to resolve an administrative action.

"Involved" also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license, or registration. "Involved" also means having a license, or registration application denied or the act of withdrawing an application to avoid a denial. INCLUDE any business so named because of your actions, in your capacity as an owner, partner, officer or director, or member or manager of a Limited Liability Company. You may EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.

If you answer yes, you must attach to this application:

- a) a written statement identifying the type of license and explaining the circumstances of each incident,
- b) a copy of the Notice of Hearing or other document that states the charges and allegations, and
- c) a copy of the official document, which demonstrates the resolution of the charges or any final judgment.

3. Has any demand been made or judgment rendered against you or any business in which you are or were an owner, partner, officer or director, or member or manager of a limited liability company, for overdue monies by an insurer, insured or producer, or have you ever been subject to a bankruptcy proceeding? Do not include personal bankruptcies, unless they involve funds held on behalf of others Yes \_\_\_ No

If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, and/or type and location of bankruptcy.

4. Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement? Yes \_\_\_ No

If you answer yes, identify the jurisdiction(s): \_\_\_\_\_

5. Are you currently a party to, or have you ever been found liable in, any lawsuit, arbitrations or mediation proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty? Yes \_\_\_ No

If you answer yes, you must attach to this application:

- a) a written statement summarizing the details of each incident,
- b) a copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, or mediation proceedings, and
- c) a copy of the official documents, which demonstrates the resolution of the charges or any final judgment.

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at [www.nipr.com](http://www.nipr.com).



## Uniform Application for Individual Insurance Producer License/Registration

6. Have you or any business in which you are or were an owner, partner, officer or director, or member or manager of a limited liability company, ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct?

Yes \_\_\_ No

If you answer yes, you must attach to this application:

- a) a written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an insurance license, and
- b) copies of all relevant documents.

Yes \_\_\_ No

7. Do you have a child support obligation in arrearage?

If you answer yes,

- a) by how many months are you in arrearage?
- b) are you currently subject to and in compliance with any repayment agreement?
- c) are you the subject of a child support related subpoena/warrant?

(If you answered yes, provide documentation showing proof of current payments or an approved repayment plan from the appropriate state child support agency.)

\_\_\_\_ Months

Yes \_\_\_ No \_\_\_

Yes \_\_\_ No \_\_\_

8). In response to a "yes" answer to one or more of the Background Questions for this application, are you submitting document(s) to the NAIC/NIPR Attachments Warehouse?

N/A \_\_\_

Yes \_\_\_ No \_\_\_

If you answer yes

Yes \_\_\_ No \_\_\_

Will you be associating (linking) previously filed documents from the NAIC/NIPR Attachments Warehouse to this application?

Note: If you have previously submitted documents to the Attachments Warehouse that are intended to be filed with this application, you must go to the Attachments Warehouse and associate (link) the supporting document(s) to this application based upon the particular background question number you have answered yes to on this application. You will receive information in a follow-up page at the end of the application process, providing a link to the Attachment Warehouse instructions.

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at [www.nipr.com](http://www.nipr.com).



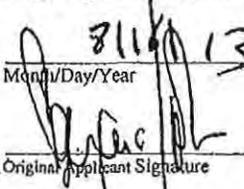
## Uniform Application for Individual Insurance Producer License/Registration

### Applicant's Certification and Attestation

68 The Applicant must read the following very carefully:

1. I hereby certify that, under penalty of perjury, all of the information submitted in this application and attachments is true and complete. I am aware that submitting false information or omitting pertinent or material information in connection with this application is grounds for license revocation or denial of the license and may subject me to civil or criminal penalties.
2. Unless provided otherwise by law or regulation of the jurisdiction, I hereby designate the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this application is made to be my agent for service of process regarding all insurance matters in the respective jurisdiction and agree that service upon the Commissioner, Director or Superintendent of Insurance, or other appropriate party of that jurisdiction is of the same legal force and validity as personal service upon myself.
3. I further certify that I grant permission to the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this application is made to verify information with any federal, state or local government agency, current or former employer, or insurance company.
4. I further certify that, under penalty of perjury, a) I have no child-support obligation, b) I have a child-support obligation and I am currently in compliance with that obligation, or c) I have identified my child support obligation arrearage on this application.
5. I authorize the jurisdictions to which this application is made to give any information concerning me, as permitted by law, to any federal, state or municipal agency, or any other organization and I release the jurisdictions and any person acting on their behalf from any and all liability of whatever nature by reason of furnishing such information.
6. I acknowledge that I understand and will comply with the insurance laws and regulations of the jurisdictions to which I am applying for licensure.
7. For Non-Resident License Applications, I certify that I am licensed and in good standing in my home state/resident state for the lines of authority requested from the non-resident state.
8. I hereby certify that upon request, I will furnish the jurisdiction(s) to which I am applying, certified copies of any documents attached to this application or requested by the jurisdiction(s).

8/11/13  
\_\_\_\_\_  
Month/Day/Year

  
\_\_\_\_\_  
Original Applicant Signature

BRYANA Sporn  
\_\_\_\_\_  
Full Legal Name (Printed or Typed)

### Attachments

69 The following attachments must accompany the application otherwise the application may be returned unprocessed or considered deficient.

1. For Non-Resident License Applications and unless otherwise noted in the State Matrix of Business Rules, a state will rely on an electronic verification of an Applicant's resident license through the NAIC's State Producer Licensing Database in lieu of requiring an original Letter of Certification from the resident state.
2. Any jurisdiction specific attachments listed in the State Matrix of Business Rules ([www.nipr.com](http://www.nipr.com)).

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Exhibit E

OUTSOURCING SERVICES AGREEMENT

INBOUND AGENT PHONE OR CONSUMER INTERNET APPLICATIONS

THIS OUTSOURCING SERVICES AGREEMENT ("Agreement") is made and entered into by and between Starr Insurance Group, Inc. ("Contractor"), a corporation organized and existing under the laws of the State of Florida, and Globe Life And Accident Insurance Company, a corporation organized and existing under the laws of the State of Nebraska ("Client").

RECITALS

A. Client desires to retain Contractor to provide the services described in attached Exhibit A ("Services").

B. Contractor desires to provide the Services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Engagement. Client hereby agrees to employ Contractor to perform the Services and to pay as such services as set forth on attached Exhibit A.

2. Compensation. Client agrees to pay Contractor the compensation as set forth in attached Exhibit B.

3. Outsourcing Service Standards. The outsourcing service standards and procedures set forth below are collectively referred to as the "Outsourcing Service Standards" or "Standards".

3.1 All Services performed under this Agreement by Contractor will be conducted exclusively in the name of Client; using Client's approved script and Client's internet site under Client's control, supervision and monitoring, and as Client's representative.

3.2 Client will at all times maintain control over all servicing and procedures. Notwithstanding the foregoing, Contractor will at all times maintain control over its own employees.

3.3 Client will conduct off-site remote monitoring no less extensive than Client performs with respect to its own employees who perform collection-related services, and/or on-site visits of Contractor's operations that provide the Services during the term of this Agreement to monitor and verify that Contractor's Services reflects the quality and content desired by Client.

B

3.4 Client will prepare written servicing, training and collection procedures and Client will direct Contractor to perform its Services in accordance with these procedures. These procedures will include, without limitation, the following: train Contractor's supervisors; prepare guidelines for responding to consumer correspondence, prepare form letters, prepare telephone scripts as necessary.

3.5 Any proposed new or modified Standard must be reviewed and approved by Contractor, whose approval shall not be unreasonably withheld, before becoming applicable to the Services. Contractor's fees shall be equitably adjusted if a change to an existing Standard or a new standard results in a change in the scope of the Services.

3.6 Each party will use its best efforts to determine and advise the other of any special legal requirements (such as industry regulations or state statutes) relating to the Services, which differ from those generally applicable to the Services.

3.7 A party who recognizes that any portion of the Services if conducted pursuant to the Standards conflicts with any governmental law or regulation will promptly notify the other in writing and neither party will continue to perform such portion of the Services until the conflict is resolved.

4. Warranties. Both parties covenant, represent and warrant that they have the requisite corporate and legal authority to enter into this Agreement. In addition, Contractor represents and warrants that it will use commercially reasonable efforts to perform the Services in a manner consistent with the Standards. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY CONTRACTOR FOR ANY SERVICES PERFORMED HEREUNDER.

5. Compliance with Laws. Both parties shall comply with all federal, state, and local laws and regulations.

6. Changes. Client may, at any time during the progress of the Services, request additions, alterations, deductions or deviations (collectively "Change") from the Services. No Change shall be made by Contractor unless made pursuant to a written Change Order issued by Client. Within ten business (10) days after a request for a Change, Contractor shall submit a proposal to Client, which will include a revised monthly rate and/or changes in the Services schedule necessitated by the Change. Client shall within ten business (10) days of the receipt of Contractor's proposal, either (i) accept the proposal, in which event Client shall execute a written Change Order directing Contractor to perform the Change, or (ii) advise Contractor not to perform the Change in which case Contractor shall continue to provide the Services as currently agreed, including any changes mutually agreed upon and implemented since the Effective Date of this Agreement.

7. Inspection. Client's Representative (as hereinafter defined) shall have access during regular business hours to any and all Services and Services-related data and facilities to review the performance of the Services. Contractor shall provide safe and proper facilities for such

purpose. Client's inspection shall not unreasonably interfere with Contractor's performance of the Services.

8. License To Media. Client hereby grants to Contractor a non-exclusive license to copy, distribute, display and use the Client media (documentary material, photograph, tape, diskette or any other tangible medium of expression) to train its employees to perform the Services, and which use would, if unlicensed, constitute or contribute to or induce an infringement of a copyright, trademark, trade name or patent of Client. Such license is, however, restricted to the extent that it shall be used solely for educational or training programs for Contractor's employees who will perform the Services and for Contractor's own internal purposes in connection with the performance of the Services. Title to any such documentary material, photograph, tape, diskette, or other tangible medium of expression furnished hereunder to Contractor will remain with Client and any tangible materials shall be returned to Client upon expiration or termination of this Agreement or upon Client's request.

9. Confidential Information.

9.1. The parties acknowledge that for Contractor to provide the Services, a party may need to provide the other with confidential, patent, copyright, business, trade secret, proprietary or other such confidential information regarding its business, including without limitation, specifications, designs, plans, drawings, software, data, prototypes, know-how, processes, reports, business plans, analyses, costs, intellectual property, customer nonpublic personal information (as defined by the Gramm-Leach-Bliley Act of 1999 and the regulations promulgated there under) or other business and/or technical confidential information, whether oral, written, electronic, magnetic or by any other media ("Confidential Information").

9.2. Notwithstanding the termination, expiration or cancellation of this Agreement, both parties will continue to treat such Confidential Information as confidential and will use the Confidential Information solely for the purposes of this Agreement. Both parties further agree: (1) to reproduce the Confidential Information only to the extent necessary for the purpose(s) of this Agreement, and (2) not to disclose Confidential Information to anyone except employees to whom disclosure is necessary for Contractor to perform the Services (and to advise said employees of the confidential obligations assumed herein). A party shall not disclose Confidential Information to any third party without the other party's prior written consent.

9.3. A party shall protect the Confidential Information using at the minimum the same degree of care normally exercised to protect its own proprietary Confidential Information but in no event less than a commercially reasonable standard of care. A party will at the disclosing party's discretion either return the Confidential Information upon the disclosing party's request or will destroy or erase if such Confidential Information is recorded on an erasable storage medium, and its duly authorized officer shall certify to the disclosing party that the Confidential Information has been destroyed or erased.

9.4. A party will be liable for the unauthorized disclosure of Confidential Information by its employees and independent contractors and will indemnify, defend and hold the other party harmless from any third-party claims and associated costs arising out of a party's acts, errors or omissions relating to the unauthorized disclosure of Confidential Information, including

without limitation, breach of security, unauthorized access or misuse.

9.5. No license, partnership, joint venture, or assignment of any right, title or interest is created, granted or implied by a party conveying Confidential Information to the other.

9.6. The requirements of use and confidentiality of Confidential Information set forth herein shall survive the expiration, termination or cancellation of this Agreement.

9.7. The obligations of confidentiality do not apply to any Confidential Information which:

- (a) is now in the public domain or subsequently enters the public domain other than as the result of the unauthorized disclosure or fault of the receiving party.
- (b) was previously known and legitimately in the possession of the receiving party free of any obligation to keep confidential.
- (c) is received from a third party having legitimate possession of such information and who is not under any obligation to keep such information confidential.
- (d) is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by valid law, regulation or court order, and sufficient prior notice is given by the receiving party to the disclosing party of such request to permit the disclosing party to seek the appropriate protective order or exemption from such requirement.
- (e) is developed by or on behalf of the receiving party, provided written documentation conclusively proves such independent development.

10. Audit. Contractor shall maintain accurate, complete and readily audited records of the hours its employees have performed Services, and all other costs, if any, payable by Client. Such records shall be maintained by Contractor under the Term of this Agreement and until final payment or final adjustment of payment, as the case may be, has been received by the Contractor. Client, at Client's expense, may examine and audit these records at all reasonable times. Audits shall be made no later than one (1) calendar year after the Services to which such records relate have been rendered.

11. Infringement. A party shall indemnify, defend and hold the other party and its affiliates and parties, and each of their officers, directors, partners, employees, successors and assigns harmless from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any claim (proven or alleged) by a third party of (1) infringement of any patent, copyright, trademark, or trade secret, or other intellectual property right, private right, or any other proprietary or other intellectual property right based upon the use by the alleged infringing party of an item (product, software, process and the like) provided by the other party, and/or (2) related to the existence, performance or contemplation of this Agreement (each an "Infringement Claim"). If the Infringement Claim arises solely from Contractor's adherence to Client's instructions or to tangible or intangible

goods provided to Contractor, Client shall indemnify, defend and hold harmless Contractor and its affiliates, and each of their officers, directors, employees, successors and assigns from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any such proved or unproved Infringement Claim. Each party shall timely notify the other of any assertion against it of any Infringement Claim and each shall cooperate in good faith with the other to facilitate the defense of any such Claim.

12. Representatives. Client's Representative is Glenn Williams or such other person as Client may designate in writing from time to time. Contractor's Representative is Marc Sporn or such other person as may be designated in writing by Contractor from time to time.

13. Relationship. Contractor agrees that in the performance of its Services, it is and shall be an independent contractor. It is understood and agreed that all employees (including FTEs) hired by Contractor to perform the Services are Contractor's employees or agents. Neither Contractor nor its employees or agents shall be deemed to be Client's employees. Contractor is responsible for the withholding and payment of all applicable federal, state and local income and other payroll taxes with respect to its employees, including contributions from them as required by law. Contractor has the primary obligation to directly supervise its employees, agents and independent contractors. Notwithstanding the above, Client will at all times supervise and monitor Contractor's performance of its Services.

14. Identification. Except for disclosures as required by law or contained in federal securities and other regulatory filings, neither party shall, without the prior written consent of the other, disclose this Agreement or any of the contents thereof, engage in advertising, promotion or publicity related to this Agreement, or make public use of any copy or semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other product, service, or organization, designation, or any specification or drawing of either party or its affiliates. Notwithstanding the above, Contractor shall have the right to disclose that Client is a Client of Contractor during the hiring and training of its employees to perform the Services and for its own internal purposes.

15. Term and Termination. Term and Termination provisions under this Agreement are specified below:

(a) Term: This Agreement shall be effective on the Effective Date defined on the signature page below and shall continue in effect unless either party provides notification of termination as outlined in paragraph 15(c) below. Notwithstanding the above, if either party in good faith determines that performance of the Services would violate any applicable law or regulation, then Contractor shall immediately cease performance of the Services and the parties shall negotiate in good faith a modification of the Services to conform to such law or violation. Any such modification shall be in accordance with the Changes provision hereof.

(b) Breach: Either party may terminate this Agreement at any time, without waiving other rights herein, and shall be entitled to all such remedies as may be available at law or in equity, including injunctive or inequitable relief, as well as attorneys' fees, as may be deemed proper by a court of competent jurisdiction at any time the other party is in material breach of this Agreement. In such case, the non-breaching party prior to terminating the

Agreement shall provide the alleged breaching party with prior written notice specifying the alleged material breach and thirty business (30) days to cure or to commence curing such material breach in a manner deemed acceptable to the non-breaching party. In addition to such other available remedies at law or in equity, Client shall pay Contractor for Services performed and expenses incurred prior to such termination. The parties agree that a failure by Contractor to achieve any and all performance standards set forth in this Agreement or including any attached Exhibits will not be considered a material breach or default of this Agreement.

(c) Termination for Convenience: Either party may terminate this Agreement for convenience at any time after three (3) months by providing Contractor with thirty (30) days prior written notice of its intention to terminate. In such case, Client's liability for all performed Services shall be limited to the compensation set forth in Exhibit B, and there will be no termination fee owed by Client to Contractor. No further Services shall be performed by Contractor after the effective termination date.

## 16. Indemnity

16.1. Contractor agrees to indemnify, defend and save harmless Client, its affiliates and partners and each of their officers, directors, employees, successors and assigns (collectively "Client") from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) that arise out of or result from third party actions which relate to or are based upon the willful and/or negligent errors, acts or omissions of Contractor, its affiliates or assigns or the employees or agents of any of them, in connection with its performance of this Agreement, including, but not limited to, the following: (1) injuries or death to persons or damage to property, including theft; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Contractor or by any of its subcontractors to perform the Services, or by reason of any injuries to such persons for which Client would be responsible under Workers' Compensation or similar acts if the persons were employed by Client; (3) any failure on the part of Contractor to satisfy all valid claims for labor, equipment, materials and other obligations relating directly or indirectly to the performance of the Services by Contractor; or (4) any violations by Contractor of federal or state statutes in its performance of the Services, provided Client has performed all of its obligations as defined in Section 3 of this Agreement entitled Outsourcing Service Standards. Notwithstanding the above, Contractor shall not be obligated to indemnify for its errors, acts or omissions which are carried out in accordance with Client's policies or procedures or pursuant to Client instructions after written objections by Contractor have been made. Client shall notify Contractor promptly of any written claims or demands against Client for which Contractor is responsible.

16.2. Client agrees to indemnify, defend and save harmless Contractor, its affiliates, and each of their officers, directors, employees, successors and assigns (collectively "Contractor") from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) that arise out of or result from third party actions which relate to or are based upon (i) the negligent errors, acts or omissions or willful misconduct of Client or its affiliates or assigns or the employees or agents of any of them in connection with this Agreement, or (ii) acts, errors or omissions of Contractor that were in accordance with Client's policies or procedures or pursuant to specific Client instructions, or (iii) Client's failure to perform its obligations as defined in Section 3 of this Agreement entitled Outsourcing Service

Standards. Contractor agrees to notify Client promptly of any written claims or demands against Contractor for which Client is responsible.

**17. Limitation of Liability.**

17.1 Each party's liability to the other (as distinct from and excluding a party's obligation to pay for the Services) for any loss, claim, injury, liability, cost or expense, including reasonable attorneys' fees, relating to or arising out of any error, act or omission in its performance under this Agreement, shall be limited to the amount of direct damages actually incurred. And notwithstanding any other provision of this Agreement to the contrary, including without limitation indemnification, neither party shall be liable in an amount in excess of the cumulative fees received by Contractor for its performance of the Services.

17.2 In no event shall either party be liable to the other for special, incidental or consequential damages, including without limitation, lost profits or lost revenue arising under this Agreement, whether based in contract, tort, warranty, misrepresentation, patent infringement, or otherwise.

17.3 Neither party shall be liable to the other for any loss or damage resulting from errors, acts, or omissions of the other, or based on Confidential Information supplied or omitted by the other.

**18. Force Majeure.** Neither party shall be held responsible for any delay or failure in its performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, brownout, lack of voice or data communication, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors ("Force Majeure Conditions"). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the Force Majeure Condition and the action being taken to avoid or minimize its effect. Once the Force Majeure Condition ceases, the parties will resume performance under this Agreement with an option by either party to extend the period of this Agreement up to the length of time of the Force Majeure Condition, but not to exceed ninety (90) days.

**19. Arbitration.** Resolution of any and all disputes arising out of or relating to this Agreement, whether based on contract, tort, statute or otherwise, including disputes over arbitrability and disputes in connection with claims by third persons, shall be exclusively governed by and settled in accordance with this Section. Arbitration shall be final, binding and non-appealable upon the parties and their successors and assigns. The arbitration shall be conducted by a sole arbitrator selected by mutual agreement of the parties not later than twenty (20) days after delivery of the demand for arbitration, or failing such selection, appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time. The arbitrator shall select the arbitration location. The arbitrator shall complete all hearings not later than ninety (90) days after his selection or appointment and shall make a final award not later than thirty (30) days thereafter. The arbitrator shall apportion all costs and expenses, including fees and expenses of the arbitrator, between the parties, as he deems fair and equitable. In no event shall the arbitrator award punitive or consequential damages. Either party may assert the appropriate statutes of limitation as a defense in

arbitration. However, after delivery of the demand to arbitrate, any such statute of limitation shall be tolled pending resolution hereunder. A party may seek a protective court order or injunctive relief to protect its rights pending arbitration.

20. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other; provided however, that, without obtaining the other party's consent, and provided the assigning party remains liable, a party may assign its rights and obligations and delegate its duties under this Agreement, either in whole or in part, to (i) any affiliate, or (ii) any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of the assigning party or any affiliate of the assigning party. For purposes of this Section, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced entity.

21. **Choice of Law.** The laws of the state where the Services will be performed, excluding its choice of law rules, shall govern the construction, interpretation and performance of this Agreement and all transactions there under. Each party agrees to submit to the jurisdiction of any court wherein an action is commenced by a third party for which it has agreed to indemnify the other party under this Agreement.

22. **Notices.** Any notice or demand which under the terms of this Agreement or under any statute must be given or made by a party shall be in writing or shall be given or made by confirmed facsimile followed by first class mail, or by certified or registered mail, postage prepaid, addressed as follows:

(a) To Client:

Brian Mitchell  
Vice President and Associate General Counsel  
Globe Life And Accident Insurance Company  
204 N. Robinson  
Oklahoma City, OK 73102

(b) To Contractor:

Marè Sporn  
Starr Insurance Group, Inc.  
1800 North Federal Hwy  
Delray Beach, FL 33483

23. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded except in writing signed by the duly authorized representative of each party. Additional or different terms inserted in this Agreement by either party, or deletions thereto, shall be of no legal force or effect, unless expressly consented to by the other party in writing. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior

oral or written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. All approvals or consents required of a party by the terms of this Agreement shall not be unreasonably withheld or unreasonably delayed.

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

25. **Severability.** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if it does not contain the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

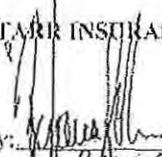
26. **Survival of Obligations.** The obligations of the parties under this Agreement, which by their nature would normally continue beyond the termination, cancellation or expiration of this Agreement, including, without limitation, the obligations in the Sections entitled Warranty, Confidential Information, Infringement, Indemnity, and shall survive termination, cancellation or expiration of this Agreement.

27. **Waiver.** The failure of either party at any time to enforce any available right or remedy under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives and is effective on the \_\_\_ day of \_\_\_\_\_, 2010.

STARBUCK INSURANCE GROUP, INC.

GLOBE LIFE AND ACCIDENT  
INSURANCE COMPANY

By:   
Name: Braden Spohn  
(Print Type Name)  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print Type Name)  
Title: \_\_\_\_\_



EXHIBIT A

SERVICES

Scope of Work

Starr Insurance Group, Inc. will perform the following activities on behalf of Globe including but not limited to:

1. Starr Insurance Group, Inc. licensed insurance agents who are appointed with Globe will be available to take insurance applications from persons who responded to some form of advertising requesting a quote for Globe Life insurance products using the internet site provided by Globe.

Starr Insurance Group, Inc. will handle all contacts in a professional and courteous manner, in accordance with their quality call monitoring program.

- Any changes to the quality call monitoring program must be approved by Globe
- Process all follow-up work that may be needed to successfully complete the call.
- Comply with all applicable state and federal laws in performance of all services. Including but not limited to the requirements to have Starr Insurance Group, Inc. agents appointed with Globe. Starr Insurance Group, Inc. is responsible for obtaining resident and non-resident insurance licenses for its employees.

AR

EXHIBIT B  
COMPENSATION

Client shall pay Contractor the amount shown on the attached "Compensation Exhibit A" and "Compensation Exhibit B"

Client shall pay Contractor directly each month for the previous month's new "Paid Issues" which are defined as Globe applications submitted by Contractor that were issued and where the policyholders pays the first full regular premium after the introductory period, if any.

(12)



**Exhibit F  
PAN-AMERICAN LIFE INSURANCE COMPANY  
PRODUCER APPLICATION/APPOINTMENT  
SPECIAL MARKETS  
PAGE 1 OF 2**

Appointment for:  Individual  Individual and Corporation\*  
 (\*IN ORDER FOR CORPORATION TO BE APPOINTED, AN INDIVIDUAL FROM THAT CORPORATION MUST BE APPOINTED AS WELL)

**INDIVIDUAL APPOINTMENT**

Name of Individual: Walter Egan  
 Social Security Number [REDACTED] Date of Birth [REDACTED]  
 Residence Address [REDACTED]  
 (City) [REDACTED] (State) [REDACTED] (Zip Code) [REDACTED] Phone Number [REDACTED]  
 Business/Mailing Address 1600 N. W. Federal Highway  
Delray Beach FL 33423 (City) (State) (Zip Code) (Phone Number) 561-665-1102  
1600 N. W. Federal Highway (City) (State) (Zip Code) (Phone Number) 561-275-0578  
 (E-Mail Address) (Fax Number)

Resident License State FL Resident License # 76018  
 Resident License Eff. Date 04/2010 Resident License Exp. Date 04/2012

Have you ever had your insurance license suspended or revoked?  Yes  No  
 \*If "Yes", explain in detail on a separate sheet of paper and attach to application

Are you requesting appointment in any non-resident states?  Yes  No

Non-Resident License Information in which you are requesting appointment				
State	License #	Eff. Date	Exp. Date	Products Licensed
SEE PDF				

PLEASE ENCLOSE A CURRENT COPY OF YOUR RESIDENT LICENSE AS WELL AS A CURRENT COPY OF YOUR NON-RESIDENT LICENSE FOR EACH STATE FOR WHICH YOU ARE REQUESTING AN APPOINTMENT

**ERRORS AND OMISSIONS (E & O) INFORMATION\***

Amount of E & O coverage carried (per claim) \$1,000,000.00  
 E & O policy expiration date 04/12 (you must submit a current copy of your policy each year)

**(ATTACH COPY OF DECLARATIONS PAGE OF E&O POLICY\*)**

\*NOTE: PAN-AMERICAN LIFE REQUIRES EVERY AGENT TO CARRY A MINIMUM OF \$1,000,000 OF ERRORS & OMISSIONS COVERAGE AT ALL TIMES, WITH THE EXCEPTION OF THE STATE OF ALABAMA AND MISSISSIPPI, WHERE A MINIMUM OF \$200,000 PER CLAIM COVERAGE IS REQUIRED. FOR DENTAL AND VISION ONLY PRODUCERS, YOU MUST CARRY A MINIMUM OF \$250,000.

IF AN INDIVIDUAL IS NOT NAMED ON THE E&O POLICY, A DOCUMENT FROM THE EMPLOYER OR COMPANY LETTERHEAD MUST BE INCLUDED STATING THAT THE AGENT IS EMPLOYED WITH THAT COMPANY AND THAT THE AGENT IS COVERED UNDER THEIR E&O POLICY.



**PAN-AMERICAN LIFE INSURANCE COMPANY  
PRODUCER APPLICATION/APPOINTMENT  
SPECIAL MARKETS  
PAGE 2 OF 2**

**CORPORATION APPOINTMENT**

Corporation Name: Star Insurance Group  
 Principal Contact: Bryana Quinn Federal Tax ID Number [REDACTED]  
 Business/Mailing Address: 1800 North Federal Highway

City: \_\_\_\_\_ FL 32463 Phone Number: 681-665-1100  
 (State) (Zip Code) Phone Number  
brayana.quinn@star.com Fax Number: 681-665-1106  
 EMAIL Address

Resident License State: FL 091A Resident License #: 1659412  
 Resident License Eff. Date: 07-05-2010 Resident License Expiration Date: 07-02-2013

Are you requesting appointment in any non-resident states?  Yes  No

Non-Resident License Information in which you are requesting appointment				
State	License #	Eff. Date	Exp. Date	Products Licensed

PLEASE ENCLOSE A **CURRENT COPY** OF YOUR RESIDENT LICENSE AS WELL AS A **CURRENT COPY** OF YOUR NON-RESIDENT LICENSE FOR EACH STATE FOR WHICH YOU ARE REQUESTING AN APPOINTMENT

Have you every had your insurance license suspended or revoked?  Yes \*  No  
 \*If Yes, explain in detail on a separate sheet of paper and attach to application

**COMMISSIONS**

If applicable, Pay Commissions to: Star Insurance Group Federal Tax ID Number: 27-2860112  
 Business/Mailing Address: 1800 North Federal Highway, Delray Beach, FL 33483 Phone Number: 681-665-1106  
 (City) (State) (Zip Code)

*In making this application, it is understood that an Investigative Report requesting information as to character, general reputation, personal characteristics, credit report, criminal record, and mode of living may be made. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.*

Bryana Quinn [Signature] 11-22-10  
 Applicant's Name (Type or Print) Applicant's Signature (and Title if for Corporation) Date

**DOCUMENTATION NEEDED TO PROCESS APPOINTMENT:**

- 11 **CURRENT COPY OF YOUR RESIDENT LICENSE AS WELL AS A CURRENT COPY OF YOUR NON-RESIDENT LICENSE FOR EACH STATE WHICH YOU ARE REQUESTING AN APPOINTMENT**
- 11 **CURRENT COPY OF YOUR F & D DECLARATION PAGE**
- 11 **COMPLETED AND SIGNED PRODUCER APPLICATION/APPOINTMENT FORM**

Exhibit G  
**Selected Market Insurance Group, LLC**  
 2001 Wells Road, Orange Park, FL 32073 - 2206  
 Easy Contracting Application

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS.

**SECTION 1. GENERAL INFORMATION**

Mr.  Mrs.  Ms.  Miss Name Bryana Sporn

Social Security # [REDACTED] Date of Birth [REDACTED]

Residence Address [REDACTED] Residence Phone ( [REDACTED] ) [REDACTED]

City [REDACTED] ST [REDACTED] Zip [REDACTED] Mobile Phone ( [REDACTED] ) [REDACTED]

Business Address 1710 North Federal HWY Business Phone ( 561 ) 665-1106

City Delray Beach ST FL Zip 33483 Fax Number ( 561 ) 279-9877

Email Address \* starrinsurancegroup@gmail.com Gender (Optional)  M  F

Primary mailing address to receive Company Information including Compensation correspondence  
 Business Address  Residence Address

**SECTION 2. AGENCY INFORMATION** (To be completed only if contracting or paying an agency)

Agency Name Starr Insurance Group, Inc.

Corporation  Partnership Tax I.D. # [REDACTED]

List officers and their titles below:

Name Bryana Sporn Soc. Sec. # [REDACTED]

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

**SECTION 3. ASSIGNMENT OF COMMISSIONS** (Select one option)

Paid Direct: The commission check is made payable and sent to the agent.

Agency Direct/Solicitor: The commission check is made payable and sent to the Agency listed in Section 2.

**SECTION 4. LICENSES & ERRORS AND OMISSIONS INSURANCE** Include current copies of your E&O Certificate and licenses for each state in which you are requesting an appointment.

Current Resident License State FL E&O Carrier CNA

Current Resident License # Various (SEE PDF) E&O Certificate # [REDACTED]

Please fill in your non-resident license numbers for all states you will solicit business in.

AK <input checked="" type="checkbox"/>	AL <input checked="" type="checkbox"/>	AR <input checked="" type="checkbox"/>	AZ <input checked="" type="checkbox"/>	CA <input checked="" type="checkbox"/>	CO <input checked="" type="checkbox"/>	CT <input checked="" type="checkbox"/>	DC <input checked="" type="checkbox"/>	DE <input checked="" type="checkbox"/>
FL <input checked="" type="checkbox"/>	GA <input checked="" type="checkbox"/>	HI <input checked="" type="checkbox"/>	IA <input checked="" type="checkbox"/>	ID <input checked="" type="checkbox"/>	IL <input checked="" type="checkbox"/>	IN <input checked="" type="checkbox"/>	KS <input checked="" type="checkbox"/>	KY <input checked="" type="checkbox"/>
LA <input checked="" type="checkbox"/>	MA <input checked="" type="checkbox"/>	MD <input checked="" type="checkbox"/>	ME <input checked="" type="checkbox"/>	MI <input checked="" type="checkbox"/>	MN <input checked="" type="checkbox"/>	MO <input checked="" type="checkbox"/>	MS <input checked="" type="checkbox"/>	MT <input checked="" type="checkbox"/>
NC <input checked="" type="checkbox"/>	ND <input checked="" type="checkbox"/>	NE <input checked="" type="checkbox"/>	NH <input checked="" type="checkbox"/>	NJ <input checked="" type="checkbox"/>	NM <input checked="" type="checkbox"/>	NV <input checked="" type="checkbox"/>	NY <input checked="" type="checkbox"/>	OH <input checked="" type="checkbox"/>
OK <input checked="" type="checkbox"/>	OR <input checked="" type="checkbox"/>	PA <input checked="" type="checkbox"/>	RI <input checked="" type="checkbox"/>	SC <input checked="" type="checkbox"/>	SD <input checked="" type="checkbox"/>	TN <input checked="" type="checkbox"/>	TX <input checked="" type="checkbox"/>	UT <input checked="" type="checkbox"/>
VA <input checked="" type="checkbox"/>	VT <input checked="" type="checkbox"/>	WA <input checked="" type="checkbox"/>	WI <input checked="" type="checkbox"/>	WV <input checked="" type="checkbox"/>	WY <input checked="" type="checkbox"/>			

**Selected Market Insurance Group, LLC**  
**2001 Wells Road, Orange Park, FL 32073 - 2206**  
**Easy Contracting Application, Continued**

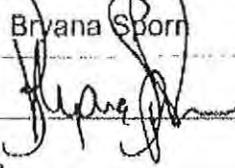
**SECTION 5. QUESTIONS** Please mark the appropriate answer to each question. Details must be provided for all "Yes" answers on a separate sheet.

1. Have you ever been convicted of a felony?  YES  NO
2. Do you owe any unpaid balance to any Insurance Company, General Agent or Manager?  YES  NO
3. Have you ever been involved in an investigation with any State Insurance Department?  YES  NO
4. Has your license ever been suspended, cancelled or revoked by any State Insurance Department?  YES  NO
5. Have you ever had your appointment terminated by another insurance company for any reason other than lack of production?  YES  NO
6. Have you ever been charged arrested or convicted of a misdemeanor other than minor traffic violations?  YES  NO
7. Have you ever filed Bankruptcy, been sued or had a judgment entered against you?  YES  NO
8. Have you ever been refused a bond or had a bond cancelled for cause by any company?  YES  NO
9. What lines of insurance are you licensed:  Life  Accident / Health  Other \_\_\_\_\_

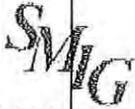
**SECTION 6. AUTHORITY - READ CAREFULLY BEFORE SIGNING**

By signing below I am giving Selected Market Insurance Group, LLC ("SMIG") prior written express invitation and permission to transmit facsimile and email advertisements to me. \* The agent has no authority to act on behalf of the Insurance Company, bind insurance coverage, waive or alter any provision of the insurance application or the Policy under which a certificate of insurance is issued. \* No advertising material (on paper, over the radio or television or on the Internet) being the product's, SMIG or the Insurance company's name or describing any named product administered by SMIG can be produced without prior written approval from SMIG and the insurance company.

NOTIFICATION: As part of our normal procedure, an investigative report may need to be prepared. Some states require the appointing firm to do background checks on the agents they are appointing. The investigative report usually concerns information on an applicant's character, general reputation, personal characteristics, finances and mode of living. Investigations will be completed as states require. Appointments will be processed once the background investigation is complete. Your signature below acknowledges your understanding of this procedure. If you intentionally misrepresent any fact required on this application, it will be cause for refusal or revocation of the right to represent any or all of the above noted carriers. A copy of this authorization is as valid as the original.

Agent Name Printed Bryana Sporn Title President  
 Agent Signature  Date 8/10/10  
 Recruiting GA Name \_\_\_\_\_ SMIG Code# \_\_\_\_\_

Fax or mail all completed forms with copies of your current license(s) and E&O coverage to:  
**Fax 904-278-8191**  
**SMIG, Agent Division**  
**2001 Wells Road**  
**Orange Park, FL 32073- 2206**



Selected Market Insurance Group

Exhibit H
Selected Market Insurance Group, LLC ("SMIG")
2001 Wells Road
Orange Park, FL 32073
Phone: 866.339.8161 Fax: 904.278.8191
Email: contracting@smigins.com WEB: www.smigins.com

MASTER GENERAL AGENT DUTIES, RESPONSIBILITIES & COMPENSATION AGREEMENT

This Agreement is made this 10th day of August, 2010 by and between Selected Market Insurance Group, LLC hereinafter referred to as "SMIG" at 214 E Edgewood, Friendswood, TX 77546 under contract and representing various insurance carriers hereinafter referred to as "Insurer" and

STARR Insurance Group, Inc hereinafter referred to as Master General Agent ("MGA"), (together the "Parties").

I. DUTIES and RESPONSIBILITIES

OF SMIG

1. SMIG will manage the MGA distribution system to ensure continuity of and consistency in compensation levels as well as the integrity of Agent assignments throughout the system. In this duty SMIG will:

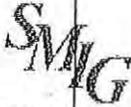
- Continue to pay overrides to MGA for all Business produced by assigned sub-agents so long as this Agreement is not terminated. Should MGA and its sub-agent(s) agree to terminate their relationship; such termination will not reduce overrides paid on Business produced prior to such termination, unless this agreement is terminated for cause.
• In the event a case is submitted by two MGA's or assigned sub-agent, SMIG will consider the earliest submission as the sole submission unless a Broker of Record letter accompanies one of the submissions in which case the MGA or sub-agent holding the Broker of Record letter will be recognized as the producer.
• The Broker of Record letter controls the designation of the MGA or sub-agent. In the event of a dispute, SMIG will permit the MGA or sub-agent without the Broker of Record letter to obtain a countermanding letter from the client. If obtained within five (5) working days, the countermanding letter will control.

Notwithstanding anything to the contrary in this item 1, MGA agrees that SMIG retains the sole right to settle any dispute between MGA and sub-agent, its decision being absolutely binding on all parties.

2. SMIG will make available authorized pre- and post-sale marketing and administrative material. Some charges may be associated with such materials subject to written consent of MGA.

OF MASTER GENERAL AGENT

1. Other than Insurer authorized material, MGA shall use no material of any sort promoting the Business until the same have been approved by SMIG. Any expenses to print approved MGA produced material shall be borne by the MGA or sub-agent unless SMIG, by prior written agreement, assumes such expenses.
2. Insurer may inspect and examine all books and records of MGA which relates to the policies supporting the Business for the duration of this Agreement and for seven (7) years thereafter.
3. MGA may not collect premiums from any sub-agent or Policyholder/Member without prior approval from the Insurer or SMIG. Any arrangement to the contrary must first be agreed to, in writing, by the Insurer. MGA will not establish any bank or other accounts in the Insurer's, or SMIG's, name. Any such premium collected must be made payable to the Approved TPA and must be immediately remitted. MGA may not deduct compensation from such premium.
4. In performing the services set forth in this Agreement, MGA shall do so in accordance with high professional standards and customary insurance industry practices, this Agreement, all written instructions and standards of the Insurer, and in compliance with all applicable laws and regulations, MGA further agrees to obtain and to maintain, for the duration of this Agreement, all licenses and/or other legal documents required to be maintained by it under applicable law, rule or regulation.
5. MGA is required to maintain state minimum requirements E&O insurance.
6. MGA understands brochures and proposals are valid for 30 days from the date of issuance. It is the MGA's and it's sub-Agent's responsibility to contact SMIG and receive any updates prior to proposing or attempting to solicit new clients with said materials.
7. Licensed Agents: All agents representing any insurance plans through SMIG must be licensed to conduct P&C and/or Life and Health insurance business in the states of representation. Copies of Licenses to conduct business in those states should be included with this contract. If agent has existing E&O coverage, agent must furnish a copy of such or include application for same with this contract.



Selected Market Insurance Group

**Selected Market Insurance Group, LLC ("SMIG")**

2001 Wells Road

Orange Park, FL 32073

Phone: 866.339.8461 Fax: 904.278.8191

Email: [contracting@smigins.com](mailto:contracting@smigins.com) WEB: [www.smigins.com](http://www.smigins.com)

8. Representation: All Basic Medical Insurance products included in the Association are only available through Agents duly licensed and appointed and meeting the requirements in the offering available thru SMIG. All products and prices are subject to change.
9. Appointments: In order for MGA to offer and write the insurance programs offered thru SMIG, the insurance company must appoint MGA to represent SMIG in MGA's states). Application for such appointment is additionally submitted with this contract or can be requested through SMIG Corporate Office.

## II. REPRESENTATIONS AND WARRANTIES

1. MGA warrants that it is an independent contractor in the performance of its Duties and Responsibilities and that it controls the number of hours worked and the scheduling of those hours; that it provides its own place of business; that it has a substantial investment in the assets and facilities used to meet the obligations under this Agreement; that it is not treated as an agent, servant, or employee of SMIG for any purpose what-so-ever; and that it is solely responsible for all taxes due as an independent business.
2. No assignment, transfer or disposal of any interest that MGA may have under this Agreement shall be valid at any time except (i) with the written consent of SMIG, and (ii) subject to offset rights reserved in Item IV, "Compensation".
3. SMIG retains the sole right to terminate or alter the policies, and shall have no liability to the MGA. MGA has no authority to change, alter, or amend any policy or any policy provision.
4. SMIG is prohibited from offering any other product or service to any clients, members, insureds or groups without prior written consent of MGA unless otherwise specified in this agreement.
5. MGA has absolutely no authority to bind the Insurer in any way. Under no circumstances will SMIG bind coverage or will coverage be bound until an Individual Policyholder/Member has been registered into the Online Enrollment System or in cases of groups, SMIG receives a completed Employer Enrollment Form, first month's premium check, completed Employee Enrollment Forms, and this information has been entered by a representative of SMIG into the Online Enrollment System. Also, only those eligible groups and individuals meeting the underwriting requirements will be eligible to have coverage bound. It is the MGA's responsibility that the underwriting requirements are met, and that all documentation needed to bind coverage is delivered to SMIG or entered into the SMIG Online Enrollment System. When required to submit documentation, MGA is required to send in originals, and not copies.
6. SMIG will notify MGA within five (5) days of any data security breach.

## III. TERMINATION OF AGREEMENT

This Agreement may be immediately terminated by SMIG upon the occurrence of any one or more of the following:

1. Death of MGA, or liquidation of MGA if MGA is a partnership or corporation; or termination of any insurance licenses or other legal documents required under any applicable state law.
2. The commencement of bankruptcy or insolvency proceedings by or against MGA.
3. Termination of the Insurer's policies supporting the Business for any reason, or no reason, or revocation by
4. Policyholder/Member of the MGA, or its assigned sub-Agent, as Broker of Record.
5. Failure of MGA to pay any funds due promptly upon demand.
6. Violation of any other provision of this Agreement.
7. Failure of MGA to maintain proper licenses or other legal documents required by law.
8. Termination of Carrier's appointment for behavior inconsistent with industry custom and practice.
9. Upon reason of fraud or willful or negligent violation of any law or statute, or misappropriation of funds by MGA, or
10. Upon revocation of MGA's license for cause as determined by the insurance department of any state or territory.
11. Fraud or misrepresentation is grounds for termination and forfeiture of compensations.
12. Failure of the Parties to reach mutual agreement on any revision to the Compensation Schedule.
13. Either party may terminate this agreement upon ninety days notice in writing to the other party.

## IV. COMPENSATION

Compensation is paid for all programs offered under SMIG (includes ancillary benefit/package sales) and related Programs



Selected Market Insurance Group

Selected Market Insurance Group, LLC ("SMIG")

2001 Wells Road

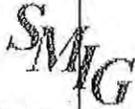
Orange Park, FL 32073

Phone: 866.339.8461 Fax: 904.278.8191

Email: contracting@smigins.com WEB: www.smigins.com

("Business") subject to all terms of this Agreement. SMIG will pay the Agent (monthly compensation) on collected premium written and in full force and effect, at the rates and for the period and on the terms set forth in the attached Agent's Compensation Schedules, subject to the conditions set forth herein.

1. So long as Online Insurance Services will perform the billing services associated with the sale of MGA's transactions, SMIG agrees to pay compensation at the rate specified in the Compensation Addendum as long as MGA is recognized as MGA of Record by SMIG, and MGA services the Business in a manner satisfactory to SMIG. This means MGA shall, at a minimum:
  - a. Ensure that all Producing sub-Agents assigned to you ("Agents") are properly licensed and contracted and to provide all SMIG required paperwork necessary to achieve this result.
  - b. Exert industry accepted influence to assure that Agents exercise reasonable diligence, industry accepted practices, and SMIG guidelines, to maintain the policies/memberships in-force and current in the post sale period.
  - c. Provide post-sale services at a level sufficient to allow Agents to maintain policies/memberships.
  - d. Establish and administer procedures to assure that all appropriate forms, premium remittances, and other items resulting from a sale are properly and timely remitted to the SMIG Corporate Office; (See address above)
  - e. Establish and exercise reasonable marketing schedules to promote Business to Agents and clients.
  - f. Provide appropriate sales material to sub-agents.
  - g. Not attempt to induce employers or agents to move business away from SMIG.
  - h. Make timely remittance of compensation due to Agents when applicable. Such compensation shall be paid not later than
  - i. Fourteen (14) working days following receipt of MGA compensation.
  - j. Provide appropriate training to sub-agents to assure the proper sale and service of Business.
2. If SMIG refunds any premiums, the MGA shall pay to SMIG on demand the full compensation received on account thereof.
3. Any compensation now or hereafter due MGA or his assigns under this Agreement may first be applied to liquidate any indebtedness or other liability of MGA to SMIG
4. SMIG shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with SMIG for any indebtedness, obligation or liability of the Agent to SMIG; and SMIG may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability. It is understood that any "advance" or "commission advance" made by SMIG to the Agent or agents from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to SMIG repayable upon demand. SMIG can require an immediate repayment of such indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness. In the event SMIG is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expense so incurred.
5. SMIG is not responsible for any change in compensation due to statutory or regulatory changes in the industry or changes due to a system wide change in compensations by the SMIG, or changes due to a change in the reinsurance treaty due to a change in reinsurers.
6. If accumulated compensation owed to MGA is an amount no greater than \$25, then compensation will be held by TPA until MGA accumulates the minimum amount of \$25 in order for a check to be issued by TPA.
7. Under certain circumstances, where it is both legal and agreed to by the Parties, SMIG shall provide Net Rates to MGA. Such Net Rates will only include pre-determined fixed costs, including but not limited to insurance cost, OIS fees, Association fees and ancillary benefits. The Net Rates will not include a) MGA's Compensation, b) any administrative costs, c) merchant account fees and d) any additional variable or unforeseen costs incurred or charged by SMIG and/or MGA related to transacting business with the related final retail product. Using these Net Rates, MGA and SMIG shall arrive at mutually agreeable Retail Rates that account for and include all such fees not included in the Net Rates. Should the Net Rates change at any time, SMIG shall notify MGA of such changes to afford MGA the opportunity to adjust the Retail Rates to a satisfactory level. However, such adjusted Retail Rates must still be approved by SMIG. All Net Rates and Retail Rates shall be identified as being part of this agreement ("Net Rate Addendum") and are subject to both SMIG's and Insurer's approval.
8. If MGA is to perform the billing services related to business transacted under this Agreement, then MGA will remit to SMIG both a) customer eligibility and b) funds due to SMIG, calculated by subtracting MGA's Compensation



Selected Market Insurance Group

Selected Market Insurance Group, LLC ("SMIG")  
2001 Wells Road  
Orange Park, FL 32073  
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from the Retail Rates, in both a mutually agreeable format and on a predetermined schedule, to be made part of this Agreement.

**APPLICABLE LAW:**

Choice of Forum / Choice of Governing Law: This Agreement shall only be interpreted and enforced in accordance with the laws of the State of Texas and the proper venue to resolve any and all disputes arising from the any of the terms, responsibilities, or liabilities under this Agreement and prior Agreements shall be in Galveston County, State of Texas.

MASTER GENERAL AGENT

SELECTED MARKET INSURANCE GROUP, LLC

By: [Signature]  
MGA Signature (required)

By: \_\_\_\_\_

Name: Bryana Sporn  
MGA Name (printed)

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 8/10/10

Date: \_\_\_\_\_

Exhibit I

# SELECTED MARKET INSURANCE GROUP, LLC



## Marketer Profile

## General Information

Name of firm Starr Insurance Group

Address 1710 N federal Hwy City Delray Beach State fl ZIP 33483

Main telephone 8665531795 web page www.starrinsurancegroup.com

- 2) Please describe your business (Association, MGA, MGU, General Agency, Third Party Administrator, Independent Marketing Organization, Call Center, etc). List all that apply.  
IMO & MGA
- 3) Date your organization was established and State of Incorporation  
01/2010
- 4) In the past five years has your organization been involved in a merger or acquisition? If yes, please describe including any change in ownership?  
NO
- 5) In the last 10 years, has your business had a name change, or operated under a DBA or assumed name (presently or in the past). If yes, provide prior name(s).  
NO
- 6) Principal Contact and Title.  
Don Pinansky - General Manager
- 7) Are there any pending or threatened legal proceedings (civil or criminal) to which your organization is a party? If yes, please attach/provide relevant details.  
NO
- 8) Have any of the carriers you represented in the past five years ceased doing business with you or placed any restrictions on the service you provide? If yes, please attach/provide relevant details.  
NO
- 9) Please list all the other products (insurance and non insurance) to be marketed along with SMIG's. Include the carrier/vendor name, plan design and expected retail cost.  
Companion Life, Globe Life, Manhattan Life, Starr Indemnity, AIG

## Sales and Distribution Channel Management

- 1) How many total licensed sales agents are on staff and how many will be selling SMIG products?

Total licensed sales agents 18 Number of agents selling SMIG products 8

- 2) Which of the following describes your business development approach (check all that apply):

- Inbound call Center
- Outbound Call Center
- Captive Agent/Broker Distribution
- Independent Agent/Broker Distribution
- Employed Sales Staff
- Other? Please Describe \_\_\_\_\_

## Call Centers

If your agency is a Call Center, please complete the following:

Call Center Manager Name: don pinansky
Call Center Manager Email: dpinansky@aciplans.com
Is the call center company-owned or independent? owned
How long has the call center been in this business? 1 year
What type of training is provided to sales personnel? product training
What process is taken to ensure that sales personnel are licensed in the states they will be soliciting in? upon employment licensed are verified and check quarterly
What are the experience requirements for each sales person? <sup>215</sup> licenses with knowledge of products being sold and trained accordingly
What is/are the sales compensation method(s)? commissions & Base
Person/Company in charge of training the call center sales force: Don Pinansky
Is there a sales training manual? YES
Are all sales conversations recorded? - Y/N no - sales voice verified
If no, does center have ability to record sales calls? - Y/N only verifications
If sales conversations are not recorded, what type of information is required in writing from the client to conclude the sale? Voice verification and E-signature for STM sales
Are all verification calls recorded? - Y/N YES
If no, does center have ability to record verification calls? - Y/N N/A
Who has access to the recordings? IT
What format are the recordings saved/available in? ftp or wave
How long are the recordings saved? 7 years
What is the product's website address? ChoiceSTM.com
Is a sales script used? - Y/N YES
Is a sales verification script used? - Y/N YES
Where are leads generated? (i.e. purchased from lead venders, internet, TV, radio, etc.) tv- radio and lead generation
What Web Site Domains are used to promote SMIG product(s)? none

**Please provide the following:**

- Solicitation/marketing brochures used to promote SMIG product(s)
- Call center training guides

## Call Center Standards

- 100% of agents selling our product are licensed in the State they are soliciting in.
- 100% of agents selling our product adhere to the Insurance Companies appointment guidelines at the time solicitation takes place.
- All verification calls are recorded using the approved Verification Script, archived and retrievable within 24 hours.

### **Fulfillment Process**

All enrollment packets are mailed from sales office within 7 calendar days of sale, when applicable

### **Complaint Process**

SMIG shall be immediately notified and forwarded any associated materials within One business day of receiving any type of complaint whether formal or informal.

### **Cancellation and Refund Process**

SMIG shall be immediately notified and forwarded any associated materials within One business day of receiving a cancellation and/or refund request.

### **Advertising, Marketing Materials, and Website**

100% of advertising and marketing materials which reference SMIG's name and or products are reviewed by SMIG and the appropriate Insurance Company's Compliance Department prior to use. Websites must be reviewed prior to launch.

**By Signing this form you are certifying that the Call Center above meet these minimum standards.**

### **Attestation and Certification**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS CORRECT. I UNDERSTAND THAT AS A MATTER OF PROCEDURE A ROUTINE INQUIRY MAY BE MADE OF ANY OR ALL OF THE INDIVIDUALS AND FIRMS NOTED ABOVE AS REFERENCES IN ORDER TO VALIDATE MY FIRM'S QUALIFICATIONS.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**For all other Marketing Methods:**

- a) Who is eligible to place business with you (i.e., broker/agent, claim administrators, client direct, etc?)  
\_\_\_\_\_
- b) Has any producer in your employ lost or had a producer license suspended? If, yes, please provide details.  
\_\_\_\_\_
- c) How are new salespeople prepared to sell products? Please provide details on training, validation, mentoring programs, etc.  
\_\_\_\_\_
- d) How are new products and product updates/changes introduced to salespeople? What process exists for ongoing communication and training?  
\_\_\_\_\_
- e) How does your organization handle state specific variations of solicitation materials?  
\_\_\_\_\_
- f) Please describe your process for ensuring all salespeople are properly licensed and appointed. If you conduct business in multiple states, how do you ensure that agents are properly appointed in these states?  
\_\_\_\_\_
- g) Do you maintain an agent database for tracking agent details including licensure, etc.? If yes, please describe and include standard reports.  
\_\_\_\_\_
- h) How do you ensure that commission payments go only to duly appointed and licensed agents?  
\_\_\_\_\_
- i) Please describe any quality controls/audits currently in place to ensure that all sales and marketing activities are in compliance with your firm's standards, carrier requirements and state regulations. Provide as applicable copies of any audits (internal and external) of your agent appointment and commission payment processes over the last 3 years).  
\_\_\_\_\_
- j) List states in which a valid agent's license is in place for the corporate entity and provide copies of all licenses.  
\_\_\_\_\_
- k) List of representatives/agents that will be marketing the program. Indicate state of licensure.  
\_\_\_\_\_

**Attestation and Certification**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS CORRECT. I UNDERSTAND THAT AS A MATTER OF PROCEDURE A ROUTINE INQUIRY MAY BE MADE OF ANY OR ALL OF THE INDIVIDUALS AND FIRMS NOTED ABOVE AS REFERENCES IN ORDER TO VALIDATE MY FIRM'S QUALIFICATIONS.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## Call Center Standards

- 100% of agents selling our product are licensed in the State they are soliciting in.
- 100% of agents selling our product adhere to the Insurance Companies appointment guidelines at the time solicitation takes place.
- All verification calls are recorded using the approved Verification Script, archived and retrievable within 24 hours.

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### Complaint Process

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### Advertising, Marketing Materials, and Website

100% of advertising and marketing materials which reference SMIG's name and or products are reviewed by SMIG and the appropriate Insurance Company's Compliance Department prior to use. Websites must be reviewed prior to launch.

**By Signing this form you are certifying that the Call Center above meet these minimum standards.**

### Attestation and Certification

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS CORRECT. I UNDERSTAND THAT AS A MATTER OF PROCEDURE A ROUTINE INQUIRY MAY BE MADE OF ANY OR ALL OF THE INDIVIDUALS AND FIRMS NOTED ABOVE AS REFERENCES IN ORDER TO VALIDATE MY FIRM'S QUALIFICATIONS.

Printed Name Breanna Sporn Title President  
Signature [Handwritten Signature] Date 7/1/11



Exhibit J  
Selected Market Insurance Group, LLC  
2001 Wells Road, Orange Park, FL 32073 - 2206

### AUTHORIZATION FOR DIRECT DEPOSIT

Important! Please read, complete and sign before returning to the home office.

I hereby authorize SMIG (hereinafter "Company") to deposit any amounts owed me by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form.

Further, I authorize Bank to accept and to credit any credit entries indicated by Company to my accounts. In the event that Company deposits funds erroneously into my account, I authorize Company to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until Company and Bank have received written notice from me of its termination in such time and in such manner as to afford Company and Bank reasonable opportunity to act on it.

Old SSN/TIN No	[REDACTED]	Old TIN Name	Starr Insurance Group, Inc	
Name on Bank Account	Starr Insurance group, Inc			
<b>Bank Information</b>				
Bank Name	[REDACTED]			
Bank Address	[REDACTED]			
City	State	Zip	Bank Phone No	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Transit / ABA No	[REDACTED]		Checking Account No	
[REDACTED]	[REDACTED]		[REDACTED]	

Include with Contract or mail/fax completed from and VOIDED CHECK to:

Selected Market Insurance Group, LLC  
2001 Wells Road  
Orange Park, FL 32073  
Fax Number (904) 278-8191

Agent Printed Name Bryana Sporn Co  
STARR Insurance Group, INC Title President  
Agent Signature [Signature] Date 8/10/10

Fax or mail all completed forms with copies of your current license(s) and E&O coverage to:  
Fax 904-278-811  
SMIG, Agent Division  
2001 Wells Road  
Orange Park, FL 32073-2206

Exhibit K

Form **W-9**

10/10/07  
DEPARTMENT OF THE TREASURY  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

**STAR Insurance Group Inc**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D disregarded entity, C corporation, P partnership) ▶ .....  
 Other (see instructions) ▶

Employer's name

Address (number, street, and apt. or suite no.)

**1710 N. Federal Hwy**

Requester's name and address (optional)

City, state, and ZIP code

**Delray Beach, FL 33483**

1-811 account number(s) (see instructions)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Business identification number

**Note.** If the employer is more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments of or for interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶ **8/10/10**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A trust or trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



ASSURANT Health

Exhibit L

General Agent  
CONFIDENTIAL

Appointment Application for MGA's

Form MGA GA APP 07-08

MGA Name: Arthur Geiss

Number: 000A4000193001

AGENCY INFORMATION

1. Agency Type (check only one):

Sole Proprietorship/Individual  Partnership  Corporation

2. Taxpayer Identification Number:

591-49-1447

License Requirements - We require a copy of your personal health and life license for your resident state and each non-resident state in which you intend to operate. If your agency is a partnership or corporation, we also require copy of the health and life Agency License for each state (resident and non-resident) in which an appointment is needed. Fees associated with these appointments will be charged to your commission account where permitted. Please send copies of the appropriate licenses with this application.

3. Legal Name under which Taxpayer Identification Number was issued (Please print):

Bryana S. Sporn

4. Business Street Address: (Required)

8081 N. Congress Ave #202 Boca Raton, FL 33487

STREET

CITY / STATE / ZIP (9 DIGIT)

Business P.O. Box (Optional):

P.O. BOX

CITY / STATE / ZIP (9 DIGIT)

PHONE

561-665-1106

FAX

E-MAIL

Starrinsurancegroup@gmail.com

5. Which address we should use for commission statements, checks and correspondence? (Select one)

Business Street Address  
 Business P.O. Box

GENERAL AGENT INFORMATION (PRINCIPAL AGENT)

6. General Agent (Full legal name):

Bryana S. Sporn

Nickname (Optional):

7. Social Security Number:

591-49-1447

8. Date of Birth:

7/21/87

9. National Producer Number: 1311243

10. Resident Address:

350 Judah St. #202 San Francisco CA 94122

561-665-1106

STREET

CITY / STATE / ZIP (9 DIGIT)

PHONE

11. Are you now or have you ever used any name other than shown above?  Yes  No If yes, list names, dates and reason used:

12. Have you ever been appointed with Time Insurance Company (previously known as Fortis Insurance Company)?

Yes  No If yes, list agent numbers:

13. Name of Errors and Omissions Carrier: Marsh Consumer USA / National Ethics Assoc.

14. Are you engaged in any other business?  Yes  No If yes, please describe:

Provide details to any "YES" answers for questions 15 - 17 on an attached sheet.

15. Have you ever had a professional license refused, revoked or suspended; or, has disciplinary action been taken against you by a regulatory agency?  Yes  No

16. Are you currently indebted to any insurance company or agency, or is there any dispute regarding your insurance accounts?  Yes  No

17. Have you ever pled guilty or no contest or been convicted of any violation of law other than minor traffic violations?  Yes  No

Products are underwritten and issued by:

Time Insurance Company

501 W Michigan  
Milwaukee, WI 53201

CONFIDENTIAL

18. List your residence address for the past five years up to and including present date:

FROM (MO/YR)	TO (MO/YR)	ADDRESS	CITY/STATE/ZIP	PHONE
2/09	present	Starr Insurance Group 8081 N. Congress Ave #202	Boca Raton Fl	561-665-1106

19. List all employers for the past five years up to and including present date. Include dates, addresses, and positions:

FROM (MO/YR)	TO (MO/YR)	NAME/ADDRESS	CITY/STATE/ZIP	PHONE
1/07	1/09	College		

IMPORTANT INFORMATION

**Fair Credit Act** – I hereby authorize and request any present or former employer, police department, financial institution, insurance company, department of insurance or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for appointment as an insurance agent. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand this authorization is to be part of the written agent application which I signed and applies to all companies, including any affiliated or import companies with which Assurant Health has a relationship, and products I may sell through that application.

**Taxpayer Identification** – Internal Revenue Code Section 6109 requires us to obtain your correct Federal Taxpayer Identification Number (TIN). This information is required so that payments can be accurately reported to you on Form 1099-MISC. Failure to provide us with correct information may subject your account to backup withholding. If this occurs, we must withhold and pay to the Internal Revenue Service 31% of certain payments made to your account.

**Please Note:**

This application cannot be processed unless all questions have been answered and appropriate license copies are attached. Fees associated with appointments will be charged to your commission account where permitted.

I represent that the answers given in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentations or misstatements may result in immediate cancellation of this appointment and the accompanying sales agreement. I grant full authorization to Time Insurance Company, Assurant Health and affiliated companies to communicate with me via fax, e-mail or any other electronic means at the numbers/address I have provided herein or at any number/address I subsequently provide to Time Insurance Company. I understand that such communications may qualify as advertisements under federal, state or local law and I consent to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in writing and received by Time Insurance Company.

GENERAL AGENT'S SIGNATURE

3/7/2013  
DATE

MGA'S SIGNATURE

Company Use Only

Appointment Date	Agency Business No.
GA Appointment Date	GA Business No.

Products are underwritten and issued by:

**Time Insurance Company**

501 W Michigan  
Milwaukee, WI 53201

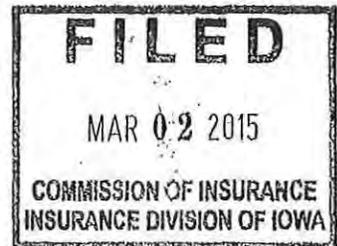


Exhibit M

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF: )  
 )  
 DONALD IRA PINANSKY; )  
 )  
 DYLAN BRENT SPORN; )  
 )  
 MARC SHAYE SPORN; )  
 )  
 BRYANA STARR SPORN; )  
 )  
 CONSOLIDATED USA INSURANCE, INC.; )  
 )  
 STARR INSURANCE GROUP INC.; )  
 )  
 AMERCO GROUP, INC. fka AMERCO )  
 INSURANCE, INC.; )  
 )  
 XCHANGE BENEFITS, LLC; and )  
 )  
 SELECTED MARKET INSURANCE )  
 GROUP, LLC; )  
 )  
 Respondents. )

Division File No. 85163

**SUMMARY ORDER OF SUSPENSION  
AND ORDER TO CEASE AND DESIST AS  
TO BRYANA STARR SPORN BY  
CONSENT**

---

Upon motion of the Iowa Insurance Division and by the consent of Respondent Bryana Starr Sporn, without admitting or denying any fact, and pursuant to the provisions of the Iowa Unfair Trade Practices Act – Iowa Code Chapter 507B, the Iowa Licensing of Insurance Producers Act – Iowa Code Chapter 522B, the Iowa Unauthorized Insurers Act – Iowa Code Chapter 507A, and Chapter 191—3 of the Iowa Administrative Code, the Commissioner enters the following summary order of suspension and order to cease and desist:

1. The Commissioner of Insurance, Nick Gerhart, pursuant to Iowa Code § 505.8, administers the Iowa Unfair Trade Practices Act – Iowa Code Chapter 507B, the Iowa Licensing of Insurance Producers Act – Iowa Code Chapter 522B, and the Iowa Unauthorized Insurers Act – Iowa Code Chapter 507A, and has jurisdiction to issue this order.
2. Bryana Starr Sporn (Bryana Sporn) is an individual and a resident of Florida. Bryana Sporn was born on July 21, 1987. Bryana Sporn is the daughter of co-respondent Marc Shaye Sporn. Bryana Sporn receives mail at 4730 Boca Raton Boulevard, 2<sup>nd</sup> Floor, Boca Raton, FL 33431.
3. Bryana Sporn has been licensed in the state of Iowa as a non-resident producer under national producer number 13411243.
4. Bryana Sporn voluntarily stipulates and agrees to the entry of this order and suspension of insurance producer license, notwithstanding the requirements of Iowa Code §§ 507A.10, 507B.6A and 17A.18A, and 191 IAC 3.31. It is expressly understood by the parties that the voluntary entry into this summary order by the Respondent shall be without prejudice to her right to a hearing on the final disposition of this matter on any or all issues within the jurisdiction of the Commission including the termination and/or amendment of this summary order.

NOW THEREFORE, IT IS HEREBY ORDERED that the individual producer license of Respondent Bryana Sporn in the state of Iowa is summarily suspended until final order of the Commissioner;

IT IS FURTHER ORDERED that Respondent Bryana Sporn is summarily prohibited from transacting any insurance business in this state or from selling, soliciting or negotiating insurance; advising, counseling or servicing any policy of insurance; managing, supervising, compensating, hiring, employing, approving or evaluating any persons required to be licensed insurance producers in this state; or providing any other insurance services to, receiving any compensation, fee or remuneration for any such insurance services from, or being employed by any person or entity engaged in the business of insurance in this state until further order of the Commissioner. This provision does not prohibit the Respondent from (a) providing non-insurance services to a third party for which she may receive compensation from such third party's insurer, (b) making claims directly to an insurance company for benefits due the Respondent pursuant to a policy of insurance under which she is a beneficiary or (c) receiving residual compensation for insurance services provided prior to the entry of this order.

IT IS FURTHER ORDERED that Respondent Bryana Sporn is summarily prohibited from engaging in any act or practice that violates Iowa Code §§ 507A.10 and 522B.2, and specifically from the following acts or practices:

- A. Selling, soliciting or negotiating insurance into or from this state without an effective license as an individual insurance producer in the state of Iowa;
- B. Advising, counseling or servicing any policy of insurance in or from this state without an effective license as an individual insurance producer in the state of Iowa and without the insurance policy being issued by an insurance company effectively authorized by the Commissioner; and/or
- C. Managing, supervising, compensating, hiring, employing, approving or evaluating any persons required to be licensed insurance producers in this state; or providing any other insurance services to, receiving any compensation, fee or remuneration for any such insurance services from, or being employed by any person or entity engaged in the business of insurance in this state. This provision does not prohibit the Respondent from (a) providing non-insurance services to a third party for which he may receive compensation from such third party's insurer, (b) making claims directly to an insurance company for benefits due the Respondent pursuant to a policy of insurance under which he is a beneficiary or (c) receiving residual compensation for insurance services provided prior to the entry of this order.

IT IS FURTHER ORDERED that Respondent Bryana Sporn, in connection with any matter within the enforcement jurisdiction of the Commissioner, is summarily prohibited from engaging in any unfair or deceptive act or practice that violates Iowa Code §§ 507B.3 and 507B.4.

IT IS FURTHER ORDERED that Respondent Bryana Sporn, acting on her own behalf or on behalf of any related business entity producer, shall preserve records within her or their possession and control, as the case may be, of all authorizations for credit card payment and relevant written confirmations relating to insurance business conducted to or from the state of Iowa until final disposition of this matter or for a period of three years from the date the insurance coverage expires, whichever is longer. If authorization was obtained orally, the electronically recorded conversation containing all the elements set forth above must be readily available for review by the Market Regulation Bureau until final disposition of this matter or for a period of three years from the date the insurance policy coverage expires as required by Iowa Code § 522B.16A, whichever is longer.

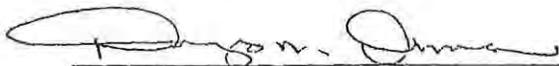
IT IS FURTHER ORDERED that Respondent Bryana Sporn is hereby notified that a willful violation of this summary order shall constitute a willful act and a felony crime under Iowa Code § 507A.10.

IT IS FURTHER ORDERED that this is a preliminary order is issued without any admission or denial of facts by Respondent Bryana Sporn, and further, jurisdiction is retained by the Commissioner.

SO ORDERED on this 2<sup>nd</sup> day of March, 2015.

  
\_\_\_\_\_  
NICK GERHART  
Commissioner of Insurance

Respectfully submitted,

  
\_\_\_\_\_  
Douglas M. Ommen  
Deputy Commissioner

#### CONSENT TO ORDER

I, Bryana Starr Sporn, a Respondent in this matter, have read, understood, and do knowingly consent to this summary order in its entirety. By executing this consent, I understand that I am waiving my rights to a hearing on this preliminary order at this time and to the rights to confront and cross-examine witnesses, to produce evidence, and to judicial review of this order; provided, however, that it is expressly understood by the parties that the voluntary entry into this summary order by the Respondent shall be without prejudice to her right to a hearing on the final disposition of this matter on any or all issues within the jurisdiction of the Commission including the termination and/or amendment of this summary order.

I further understand that this summary order is not a final adjudication, but is an administrative action that may be reported to the National Association of Insurance Commissioners and to all insurance companies with which I am actively appointed. I also understand that this Order is a public record under Iowa Code chapter 22, that will be disclosed to other state regulatory authorities, upon request, pursuant to Iowa Code § 505.8(8)(d). I also understand that the information contained in the order will be posted to the Insurance Division's web site and a notation will be made to the publicly available web site record that administrative action has been taken against me.

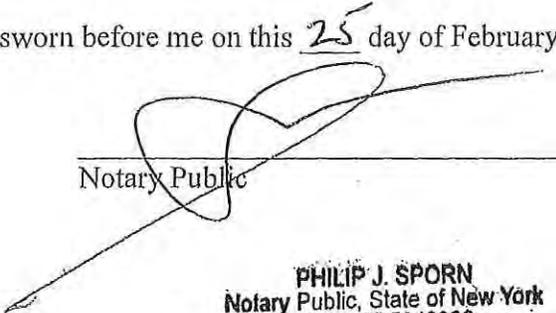
Dated this 25 day of February, 2015.

  
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Bryana Starr Sporn

229 E 36th St, 3B, NY, NY 10016  
Address of Signatory

Subscribed and sworn before me on this 25 day of February, 2015.

  
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Notary Public

**PHILIP J. SPORN**  
Notary Public, State of New York  
No. 02SP5040336  
Qualified in New York County  
Commission Expires April 22, 2007

9/13/15