STOP LOSS CONTRACT
AGGREGATE EXCESS COVERAGE

TRUSTMARK INSURANCE COMPANY (MUTUAL)
LAKE FOREST, ILLINOIS
(HEREIN CALLED THE COMPANY)

CONTRACT HOLDER: LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

ADDRESS: 315 West Main Street, Tavares, Florida ZIP CODE: 32778

CONTRACT NUMBER: IM770-ASL (replaces Contract Number IM770-ASL effective October 1, 2001)

EFFECTIVE DATE: October 1, 2005

The Contract is issued in consideration of the Contract Holder's application and the payment of premium. Subject to the terms and conditions of this Contract, the Company agrees to pay the Contract Holder an amount not to exceed the limits shown on the Schedule Page.

The Contract Year of this Contract is a twelve month period which starts and ends at 12:01 a.m. standard time at the address of the Contract Holder. The Contract Year is shown on the Schedule Page. The first Contract Year starts on the Effective Date of this Contract. This Contract may then be renewed for further Contract Years with the consent of the Company. If this Contract is so renewed a revised Schedule Page will be issued in lieu of a new Contract.

This Contract is issued in the State of Illinois and delivered in the State of Florida.

The provisions on the following pages form a part of this Contract.

TRUSTMARK INSURANCE COMPANY (MUTUAL)

David McDonough
President & Chief Executive Officer

Timothy J. Moore
Corporate Secretary and General Counsel

Countersigned: _____ _____
(Licensed Resident Agent where required by law)

This Contract is not in lieu of and does not affect any requirement for Worker's Compensation insurance.

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SCHEDULE PAGE

1. Contract Year: Starts 10/1/05

   Ends 9/30/06

2. Plan: See Plan Document and Letter of Understanding

3. Plan Administrator: WEB - TPA

4. Limits of Liability:

   Maximum Aggregate Indemnity Limit: $1,000,000

   Loss Limit per Individual: $100,000
   Loss Limit per Individual for Alcohol
   or Drug Abuse and Mental or Nervous Disorders: See Plan Document

5. Attachment Point: 120% of Expected Benefits

6. Expected Benefit Rate: $359.30 per month per employee
   $538.95 per month per dependent

7. Covered Percent: 100% excess of attachment point

8. Premium: Deposit $n/a

   Minimum $n/a

   Rate $4.41 per employee per month

9. Premium is Payable in the Following Manner: Monthly

10. Contract Holder's Conversion Charge: $ not included per employee

PART I

DEFINITIONS

Words and phrases listed below mean the following when used in this Contract.

A. **Company:** Means Trustmark Insurance Company (Mutual).

B. **Plan:** Means the self funded employee benefit plan, as outlined in the Plan Document established in accordance with ERISA guidelines, which the Contract Holder has adopted; and which is named in item 2. on the Schedule Page; and a copy of which is attached to this Contract.

C. **Covered Person:** Means an employee of the Contract Holder or a dependent of such employee who is eligible for benefits under the Plan.

D. **Late Entrant:** Means a Covered Person who becomes covered under the Plan more than 31 days after the first date on which he or she is eligible.

E. **Rendered:** For inpatient hospital charges a claim is considered Rendered on the date the Covered Person is discharged from the hospital. For out of hospital charges a claim is considered Rendered on the date the service or supply giving rise to the charge is provided. A disability income claim is considered Rendered on each date for which a disability income benefit is payable under the Plan.

F. **Eligible Benefits:** Means an amount payable under the terms of the Plan; provided that it is for a claim which is Rendered while this Contract is in force.

   Any expense incurred or benefit paid which is not payable in accordance with the terms of the Plan shall be disregarded under this Contract for reimbursement or for any other purpose.

   Benefits paid under the Plan to Late Entrants will be disregarded under this Contract for reimbursement or for any other purpose, unless evidence of such Late Entrant's good health has been approved by the Company and the Plan Administrator.

G. **Active Full Time Work (Actively at Work):** Means performing compensated services for the Contract Holder for at least 30 hours per week.

H. **Mental or Nervous Disorders:** Means psychotic disorder; psychophysiologic, autonomic or visceral disorder; psychoneurotic disorder; personality disorder; transient situational disorder; or other mental, emotional or nervous disorder of any type.

I. **Covered Percent:** Means the percent of the Contract Holder's liability in excess of the Attachment Point which the Company will pay. The Covered Percent is shown on the Schedule Page.

J. **Expected Benefit Rate:** Means the expected monthly cost of Eligible Benefits per employee. The Company will determine this rate. The Expected Benefit Rate is shown on the Schedule Page.

K. **Expected Benefit:** Means the sum of the products of the Expected Benefit Rate and the number of employees covered under the Plan during each of the calendar months of the Contract Year, subject to the minimum.

L. **Attachment Point:** Means the percent shown in item 5. on the Schedule Page times the Expected Benefits at the end of the Contract Year. When the aggregate amount of Eligible Benefits exceeds the Attachment Point, the Company's liability starts.

M. **Loss Limit Per Individual:** Means the maximum dollar amount per Covered Person which can be included in the aggregate amount of Eligible Benefits during any one Contract Year. No amount reimbursed under any Specific Excess Coverage issued by this or any other company to the Contract Holder will be included in the aggregate amount of Eligible Benefits.

PART II

LIMIT OF LIABILITY

The most the Company will pay the Contract Holder under this Contract during any one Contract Year will be the dollar amount shown on the Schedule Page as Maximum Aggregate Indemnity Limit.

PART III

CONDITIONS OF COVERAGE

A. ACTIVELY AT WORK PROVISION

An employee must be Actively at Work in order that his expenses, or those of his dependent, under the Plan be considered under this Contract.

If on the Effective Date of this Contract an employee is absent from Active Full Time Work because of injury or sickness; or if on such date a dependent is hospital confined or receiving treatment because of injury or sickness; then any benefits under the Plan will be disregarded for reimbursement or for any other purpose, with respect to expenses commencing prior to the applicable one of the following dates:

(1) for an employee, the date on which he returns to Active Full Time Work; or
(2) for a dependent, the date which is the last day of a fifteen consecutive day period after he returns to his normal activities.

This provision applies to the Effective Date of the first Contract Year of this Contract. It does not apply to the effective date of any subsequent Contract Year by renewal of this Contract.

B. NOTICE AND PAYMENT OF CLAIM

The Contract Holder or Plan Administrator must give the Company a statement within two weeks after the end of each calendar month. It must show all Eligible Benefits paid to or on behalf of all Covered Persons during the month. It must be in the format outlined in Part V. If at the end of the Contract Year the aggregate Eligible Benefits exceeds the Attachment Point, the Company will within a reasonable time after receipt of documented evidence of the Contract Holder's payment reimburse the Contract Holder for the Covered Percent of such Eligible Benefits paid in excess of the Attachment Point.

C. INSPECTION AUDIT

The Company has the right to make any reasonable claims investigation. The Contract Holder and the Plan Administrator must give the Company full cooperation. They must allow the Company to inspect the Contract Holder's books and records to the extent they relate to the claim.

D. CHANGES

This Contract contains all the agreements between the Contract Holder and the Company. Its terms may not be changed or waived except by amendment issued by the Company.

E. LEGAL ACTION

No legal action may be brought against the Company until there has been full compliance with all the terms of this Contract. All Contract terms will be interpreted under the laws of the State in which this Contract is delivered.

PART IV

CHANGE OF PLAN EXPOSURE

A. If the Contract Holder changes the Plan while this Contract is in force or in any other way increases its obligation with regard to payment of Eligible Benefits, the increase is not binding on the Company unless the Contract Holder gives the Company at least 30 days prior written notice of the date the change will go into effect. If the obligation of the Contract Holder increases, the Company will then have the right to increase the Expected Benefit Rate and Premium Rate.

B. If the number of employees who are Covered Persons under the Plan increases or decreases by 15% from the number covered under the Plan at the start of the Contract Year, the Contract Holder must notify the Company within 30 days after the number has so changed. The Company will then have the right to amend any of the items on the Schedule Page, including the Premium Rate.

C. If the geographic area or nature of business in which the Contract Holder is engaged changes, the Contract Holder must notify the Company within 30 days of such change. The Company will then have the right to amend any of the items on the Schedule Page, including the Premium Rate.

PLAN V

PLAN ADMINISTRATOR

The Plan Administrator shown on the Schedule Page may not be changed without the written approval of the Company. In the absence of such written approval, the Company has the right to terminate this Contract as of the date of any such change. No amendment may be made to the Contract Holder’s agreement with the Plan Administrator without the written approval of the Company. At the same time the Company approves an amendment to the Contract Holder’s agreement with its Plan Administrator, the Company may change any item on the Schedule Page. If the changes are not satisfactory the Contract Holder may terminate this Contract if the Contract Holder does so within 30 days after receiving notice of the changes from the Company.

The Plan Administrator shall give the Company a written statement within two weeks after the end of each calendar month. It must be on a form prescribed by the Company. It must include the following.

(1) Eligible Benefits processed by the Plan Administrator for which benefits are requested.
(2) Payments made.
(3) Amounts of Eligible Benefits denied.
(4) Amounts of Eligible Benefits paid outside the terms of the Plan. These will not count towards claims under this Contract.
(5) Amounts not paid due to any deductible.
(6) Amounts not paid due to any co-payment.
(7) Amounts not paid due to any coordination of benefits.
(8) Census of group by line of coverage.

Each of the above amounts shall be separated into the following categories.

(a) Disability income benefits.
(b) Dental benefits.
(c) Vision benefits.
(d) Prescription drug benefits paid through a prescription drug service which provides cards to be presented to a druggist.
(e) Medical and hospital benefits.

In addition to those duties outlined above, the Plan Administrator must also notify the Company immediately when it discovers any claim which falls into one of the following categories.

(1) Premature infants.
(2) Severe automobile or motorcycle accidents.
(3) Severe head injuries.
(4) Organ transplants.
(5) Cancer treatment.
(6) Cardiac conditions exceeding 14 days confinement.
(7) Complications following gastric bypass or stomach staplings.
(8) Severe burns.
(9) Psychiatric confinements.
(10) Spinal cord injuries.
(11) AIDS.

The Company reserves the right to change or add to this list upon written notification to the Plan Administrator.

PART VI

SUBROGATION

The Contract Holder has the sole obligation to pursue, to the full extent of the legal remedies available to it, all valid claims that it may have in its favor against third parties when they arise out of an occurrence which results in a loss payment by the Contract Holder. The Contract Holder must account for all such amounts so received.

Should the Contract Holder fail to pursue a valid claim that it may have against a third party; and should it otherwise not pursue all legal remedies available to it; and should the Company then become liable to make payment under the terms and conditions of this Contract; then the Company shall determine its payment under this Contract as if the Contract Holder had in fact pursued its legal remedies and had been successful.

Any such right of subrogation or reimbursement provided to Trustmark Under this Contract shall not apply or shall be limited to the extent that Florida Statutes or the courts of Florida eliminate or restrict such rights.

PART VII

PRE-EXISTING CONDITIONS

This Contract excludes all claims for hospital or medical expense for treatment of any condition which existed prior to the date on which a Covered Person became eligible for benefits under the Plan; and for which that Covered Person received treatment within the three consecutive months just preceding the date the person became so eligible. But, this will not apply if the expense were incurred:

(1) more than three consecutive months after the above date during which time no treatment was received or hospital or medical expenses incurred in respect of the condition; or
(2) more than twelve consecutive months after the Covered Person became eligible for benefits under the Plan.

This exclusion shall apply only to Covered Persons who become eligible for benefits after the effective date of the Plan.

This Contract also excludes all claims for hospital expense for confinements which commenced prior to the Effective Date of this Contract. This exclusion shall apply even when the date of discharge occurs after the Effective Date; and the confinement would otherwise be considered a service Rendered for purposes of this Contract.

PART VIII

PREMIUMS

A. Premiums for this Contract will be calculated on the basis shown in item 8. on the Schedule Page. In no event will the total premium due for this Contract be less than the Minimum Premium shown in item 8. on the Schedule Page. The Premium Rate for this Contract may be adjusted at the end of the first Contract Year or any later Contract year; or as stated in Part IV. The Company will give at least 45 days advance written notice of the renewal premium.

   Premium payments must be made by the Contract Holder to the Company or its authorized agent. They must be made in accordance with item 9. on the Schedule Page.

B. GRACE PERIOD FOR PAYMENT OF PREMIUM. A grace period of 31 days, without interest charge, will be allowed for payment of each premium except the first. If any premium is unpaid at the end of a grace period, the Contract shall terminate at the end of that grace period. The Company will give at least 10 days advance written notice of termination for nonpayment of premium. The Contract Holder shall be liable to the Company for the premium to the date of termination.

PART IX

EXCLUSIONS

A. Eligible Benefits paid under the Plan shall not include, and the Company shall not be liable for, any of the following.

(1) Court costs.
(2) Interest upon judgments.
(3) Cost of investigations or other claims administration costs.
(4) Legal expenses.
(5) Punitive or other damages assessed against the Contract Holder, third party claim payor or other party associated with the Plan.
(6) Salaries paid to employees of the Contract Holder or of the Plan Administrator.
(7) Amounts paid for Covered Persons which are not Eligible Benefits under the Plan.
(8) Amounts paid for Covered Persons which are in excess of usual and customary charges.
(9) Amounts paid under the Plan for an employee or dependent whose evidence of good health as a Late Entrant is not approved by the Company.
(10) Amounts paid under the plan which would not have been paid if benefits were coordinated according to the NAIC Model COB Guidelines.
(11) Amounts paid for treatment not required due to sickness or injury, except cosmetic surgery required; to correct birth defect of a child born to a Covered Person while his coverage under the Plan is in force; due to injury that occurs while a Covered Person's coverage under the Plan is in force; or because of other non-cosmetic surgery that results in trauma, infection or disease of the involved part.
(12) Amounts paid as benefits for alcohol or drug abuse and Mental or Nervous Disorders in excess of the amount shown in item 4. on the Schedule Page.
(13) Claims arising out of or caused by or contributed to or in consequence of war or act of war, declared or not, hostilities, invasion, or civil war.
(14) Claims which commenced prior to the start of the first Contract Year, whether advised of at that time or later.
(15) Claims arising out of or in the course of any occupation or employment for wage or profit.
(16) Claims for which the employee is entitled to benefits under any Workers Compensation or Occupational Disease Act or Law.
(17) Claims arising out of nuclear accident.

B. The Company shall have the right to investigate any payment made by the Contract Holder or by the Plan Administrator. If it finds that such payment was not made in accordance with the terms of the Plan, or is not an Eligible Benefit under the Plan, the Company may deduct such payment from the amount of benefits paid.

C. Any claims or expenses excluded due to paragraph A. above or excluded due to an amendment of this Contract shall also be excluded from contributing to item 4. on the Schedule Page. These will be considered to be amounts in excess of amounts for which the Company is liable.

D. The Company shall not be liable for claims that have been submitted more than 90 days after the date services were Rendered. The Company will not refuse to pay Eligible Benefits merely because of late submission of a claim if it is submitted as soon as reasonably possible. But in no event will the Company be liable for claims submitted more than one year after the date services were Rendered.

PART X

GENERAL CONDITIONS

The Contract Holder must ensure that no description of or reference to this Contract in the Plan shall contradict, misstate or inaccurately describe the terms, conditions or provisions of this Contract.

Any provision in the Plan which purports to alter or conflict with terms, conditions or provisions of this Contract shall be null and void insofar as it might affect the Company's liability under this Contract.

In the event of the insolvency, bankruptcy, financial impairment, receivership, voluntary plan or arrangement with creditors or dissolution of the Plan Administrator, the Company shall incur no additional liability.

Entire Contract: Statement Not Warranties: Changes. This Contract with the attached application of the Contract Holder and the attached Plan is the entire contract between the parties. All statements made by the Contract Holder shall, in the absence of fraud, be deemed representations and not warranties. No such statements shall be used in defense of a claim under the Contract unless it is in the application.

No agent has the authority to change the Contract or waive any of its provisions. All changes in the Contract must be approved by an officer of the Company and be evidenced by an endorsement on the Contract or by an amendment to the Contract signed by the Contract Holder.

PART XI

CONVERSION PRIVILEGE

The Company will make conversion coverage available to Covered Persons when their coverage under the Plan terminates, except: (1) if such person is eligible for Medicare; or (2) if such person has other coverage which, together with the conversion coverage, would result in overinsurance according to the then current standards of the Company; or (3) if coverage terminates due to nonpayment of premium.

The premium for the conversion coverage will be as stated in the application for the coverage. The Company's charge to the Contract Holder per employee for the conversion privilege is as shown in item 10. on the Schedule Page. It shall be the obligation of the Contract Holder to notify the Covered Persons of this conversion privilege by means of an employee booklet or other descriptive materials.

PART XII

TRANSFER OF CONTRACT HOLDER'S INTEREST

The Contract Holder's rights and duties under this Contract may not be assigned without the written consent of the Company.

PART XIII

RENEWAL

This Contract may be renewed by the Contract Holder, with the consent of the Company, for further consecutive Contract Years.

PART XIV

TERMINATION AGREEMENT

A. Either the Contract Holder or the Company may terminate this Contract at any time on or after the end of the first Contract Year. The other party must be given at least 31 days advance written notice of such termination. If the Company is terminating this Contract the written notice will state the reason or reasons for termination.

B. This Contract will automatically terminate as of the earliest of the following to occur.

   (1) The date the Contract Holder terminates or modifies the Plan without the advance written approval of the Company, with 45 days advance written notice.
   (2) The date it is determined that the Contract Holder, without good and sufficient cause, fails to perform in good faith any of its duties or obligations under this Contract, with 45 days advance written notice.
   (3) The end of the grace period for an unpaid premium, with 10 days advance written notice.
   (4) The date the Plan Administrator shown on the Schedule Page is no longer processing claims, unless the Company has, prior to the date of a change in Plan Administrator, agreed in writing to such change, with 45 days advance written notice.

PART XV

DISCLAIMER

A. The Company acts merely as a provider of services to the Contract Holder's Plan. The Company is not a fiduciary. It does not assume any obligation to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974 (ERISA), as amended from time to time.
B. If the Contract Holder or its Plan Administrator misrepresented any fact to the Company which was material to its entering into this Contract, the Company may upon discovery of such misrepresentation cancel this Contract as of its Effective Date.
C. The Contract Holder may name a third party to do certain functions, such as claims administration or reporting; but, the Contract Holder remains wholly responsible for all the agreements made in this Contract.