



ORIGINAL

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF STATE  
BUREAU OF SECURITIES REGULATION

\* \* \* \* \*

IN THE MATTER OF:

LOCAL GOVERNMENT CENTER,  
INC., ET AL

Case Number:  
C-2011-000036

\* \* \* \* \*

HEARING ON PENDING MOTIONS

Hearing held at the Legislative Office Building,  
33 North State Street, Concord, New Hampshire on  
Monday, June 9, 2014 commencing at 9:04 a.m.

(603) 669-7922  
FAX: (603) 623-6540  
info@braganreporting.com



**BRAGAN  
REPORTING  
ASSOCIATES, INC.**

P.O. Box 1387  
Manchester, NH  
03105-1387

CERTIFIED SHORTHAND REPORTERS • REGISTERED PROFESSIONAL REPORTERS  
CERTIFIED VIDEOTAPE SERVICES

1     APPEARANCES:

2  
3     For the New Hampshire Bureau of Securities  
4                     Regulation:

5                     NEW HAMPSHIRE  
6                     BUREAU OF SECURITIES REGULATION  
7                     By: \*Andru H. Volinsky, Esquire  
8                     \*Roy W. Tilsley, Jr., Esquire  
9                     Adrian S. LaRoche, Esquire  
10                    107 North Main Street  
11                    State House - Room 204  
12                    Concord, NH 03301  
13                    603-271-1463  
14                    adrian.larochelle@sos.nh.gov  
15                    \*of Bernstein Shur

16     For the Respondent HealthTrust, Inc.:

17                    RAMSDELL LAW FIRM  
18                    By: Michael D. Ramsdell, Esquire  
19                    46 South Main Street  
20                    Concord, NH 03301  
21                    603-856-7489  
22                    mramsdell@ramselllawfirm.com

23                    LAW OFFICE OF:  
24                    DAVID I. FRYDMAN  
25                    By: David I. Frydman, Esquire  
26                    25 Triangle Park  
27                    P.O. Box 617  
28                    Concord, NH 03302  
29                    603-230-3373  
30                    dfrydman@healthtrustnh.org

31     For the Respondent Property-Liability Trust, Inc.:

32                    McLANE, GRAF,  
33                    RAULERSON & MIDDLETON, P.A.  
34                    By: Bruce W. Felmly, Esquire  
35                    Patrick C. Closson, Esquire

1 City Hall Plaza  
2 900 Elm Street  
3 Manchester, NH 03101  
4 603-625-6464  
5 bruce.felmly@mclane.com

6 Hearings Officer: Donald Mitchell

7 Court Reporter: Laurie A. Gelinas, CSCR, RPR  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

P R O C E E D I N G S

1  
2  
3 HEARINGS OFFICER MITCHELL: Good morning. It  
4 is about 9:12 on June 9th, 2014. The matter before us  
5 today is captioned as In the Matter of Local  
6 Government Center, Inc., et al. It is docketed as  
7 C-2011-000036. The parties before us this morning are  
8 the Bureau of Securities Regulation, HealthTrust, Inc.  
9 and Property-Liability Trust, Inc. I'm going to ask  
10 each of the counsel beginning with the BSR to  
11 introduce themselves if they anticipate speaking  
12 today. So I'll recognize you first, Mr. Volinsky.

13 MR. VOLINSKY? Thank you, Mr. Mitchell. My  
14 name is Andru Volinsky. I am with the law firm of  
15 Bernstein Shur. With me is Roy Tilsley who is also in  
16 the Bernstein Shur law firm, Gary Glennon who is the  
17 Director of the Bureau of Securities Regulation, and  
18 Adrian LaRochelle who is a staff attorney with the  
19 Bureau of Securities Regulation. Also present is  
20 Nancy Smith from the Attorney General's office as an  
21 observer.

22 HEARINGS OFFICER MITCHELL: Thank you. Now,  
23 because we're also making an audio recording as is

1 required by statute, I'm going to ask Mr. Tilsley, Mr.  
2 Glennon and Mr. LaRochele to introduce themselves.

3 MR. TILSLEY: Roy Tilsley for the Bureau of  
4 Securities Regulation.

5 MR. GLENNON: Barry Glennon, New Hampshire  
6 Bureau of Securities Regulation.

7 MR. LaROCHELLE: Adrian LaRochele, staff  
8 attorney.

9 MR. RAMSDELL: On behalf of HealthTrust, Inc.  
10 I'm Michael Ramsdell of the Ramsdell Law Firm.

11 MR. FRYDMAN: On behalf of HealthTrust, Inc.  
12 I'm David Frydman, general counsel for HealthTrust,  
13 Inc.

14 MR. FELMLY: Good morning. I'm Bruce Felmly  
15 with the law firm of McLane, Graf, Raulerson &  
16 Middleton. I represent Property-Liability Trust, Inc.

17 MR. CLOSSON: And I'm Patrick Closson also  
18 with the McLane firm representing Property-Liability  
19 Trust, Inc.

20 HEARINGS OFFICER MITCHELL: Thank you,  
21 gentlemen. The purpose of this hearing today, and I'm  
22 going to go down the list now of the pleadings which I  
23 think are related to this proceeding today, we have

1 the Bureau of Securities Regulation motion for summary  
2 judgment. We have HealthTrust's, and I'll also refer  
3 to them as HT as these proceedings continue,  
4 HealthTrust's objection to BSR's, that is, the Bureau  
5 of Securities Regulation, motion for summary judgment  
6 and statement of facts. Property-Liability Trust,  
7 also referred to as PLT, joined in that objection and  
8 the statement of facts. HealthTrust filed a motion  
9 for summary judgment to which Property-Liability Trust  
10 joined, and a statement of additional undisputed facts  
11 as part of that motion or with that motion to which  
12 the PLT joined. HealthTrust filed a notice of  
13 termination agreement to terminate the settlement  
14 agreement to which Property-Liability Trust joined.  
15 And then Friday HealthTrust filed a motion to strike  
16 affidavit and disqualify the Presiding Officer. And  
17 lastly I'll mention even in their absence but with  
18 respect to the motion to intervene, does any party  
19 here anticipate responding to that? Mr. Ramsdell?

20 MR. RAMSDELL: We do not.

21 HEARINGS OFFICER MITCHELL: Mr. Volinsky?

22 MR. VOLINSKY: No, sir.

23 HEARINGS OFFICER MITCHELL: Mr. Felmly?

1 MR. FELMLY: We don't intend to respond.

2 HEARINGS OFFICER MITCHELL: Okay. I'll take  
3 care of that too, gentlemen. All right. So in order  
4 to address these matters, I first will address  
5 HealthTrust's motion to strike affidavit and to  
6 disqualify the Presiding Officer. I am denying that  
7 motion allowing us to proceed.

8 Unless you gentlemen have come to some other  
9 agreement, I'm going to look to the Bureau of  
10 Securities Regulation as the moving party in the first  
11 motion for summary judgment to begin, and unless  
12 there's an objection we will combine the summary  
13 motions for oral argument with of course the Presiding  
14 Officer keeping in mind the shifting burdens that  
15 different parties may have, but I'll look first to Mr.  
16 Volinsky. Do you have any objection to proceeding in  
17 that matter?

18 MR. VOLINSKY: No.

19 HEARINGS OFFICER MITCHELL: Mr. Ramsdell?

20 MR. RAMSDELL: No.

21 HEARINGS OFFICER MITCHELL: Mr. Felmly?

22 MR. FELMLY: No.

23 HEARINGS OFFICER MITCHELL: With that, Mr.

1 Volinsky, you'll be our first speaker.

2 MR. VOLINSKY: I am. One question I had. I  
3 don't think, and maybe I missed it, you mentioned our  
4 objection to HealthTrust's motion for summary  
5 judgment. We did file that.

6 HEARINGS OFFICER MITCHELL: Thank you for  
7 pointing that out. There is also filed and therefore  
8 a record for this hearing the Bureau's objection to  
9 HealthTrust's motion for summary judgment.

10 MR. VOLINSKY: Thank you.

11 HEARINGS OFFICER MITCHELL: No, thank you.  
12 Now it's time.

13 MR. VOLINSKY: Okay. We have moved for  
14 summary judgment based on the final order as it was  
15 upheld by the New Hampshire Supreme Court and the text  
16 of the agreement entered into in late October between  
17 PLT and HT. We believe that the summary judgment  
18 analysis requires you to compare and contrast the two.  
19 There are no additional facts that we believe are  
20 relevant or material and there can be no disputed  
21 facts as to what the agreement says and as to what the  
22 final order provides. Based on that comparison, we  
23 would point out, as you well know, that the final



1 order you issued in this matter at page 73 requires  
2 two pooled risk management programs to each have  
3 independent boards. There is appended to our pleading  
4 a letter from Mr. Quirk to me dated in 2012 explaining  
5 the compliance of the LGC programs and that letter  
6 makes perfectly clear how that portion of the final  
7 order was interpreted. Mr. Quirk wrote, "Thus, the  
8 independent PLT board governs the PLT program with the  
9 interests of the PLT members only in mind. Likewise,  
10 the HealthTrust Board governs the HealthTrust program  
11 exclusively for the interests of the HealthTrust  
12 members." The October agreement provides to the  
13 contrary. In section D1 through 5 there is a  
14 description of what is to happen under the purported  
15 settlement agreement if it became operative and that  
16 is that PLT would cede all of its assets and  
17 liabilities to HealthTrust, and there is no provision  
18 whatsoever for PLT to maintain any role in monitoring  
19 the HealthTrust activities. The agreement -- I  
20 believe it's section 7 on page 10 -- provides that  
21 this is a fully integrated agreement only to be  
22 modified with a written modification signed by the  
23 parties. We are aware of no written modifications

1 that took effect before the operative date of January  
2 10. Thus, the language of the agreement is the  
3 language we're dealing with.

4           When PLT transferred all of its assets and  
5 liabilities and operations and personnel to  
6 HealthTrust, it ceased being a risk pool. Risk pools  
7 under the statute 5-B exist either to provide for  
8 municipal and political subdivision risk by a shared  
9 self insurance model or where appropriate to purchase  
10 insurance on behalf of the political subdivision that  
11 are members. Once the agreement became effective or  
12 operative in January PLT no longer managed risks for  
13 its members and it did not purchase insurance for its  
14 members. It stopped being a risk pool.

15           We were handed this morning a couple of  
16 letters that indicated that there was indeed a closing  
17 on Friday afternoon, the 6th not completely but  
18 somewhat consistent with the termination agreement  
19 that was filed with you last week. That agreement  
20 purports to transfer back all of the assets and  
21 liabilities that once were PLT's from HealthTrust to  
22 PLT. There are two important points there that deal  
23 with the question of mootness. The first point is PLT

1 is no longer a risk pool. Risk pools must be  
2 authorized by governmental resolutions of two or more  
3 members pursuant to the statutes. PLT stopped being a  
4 risk pool in January. It hasn't been a risk pool  
5 until arguably Friday of last week. What was it in  
6 the interim? It was a shell corporation with no  
7 activities, no employees, no operations, and we were  
8 not advised that two or more governmental bodies have  
9 come together to properly reform a risk pool. Perhaps  
10 that happened and we're just not aware of it, but I'll  
11 wait to hear from my colleagues on the other side. So  
12 we don't think that "Humpty Dumpty" can be put  
13 together as easily as is purported in the termination  
14 agreement. Further, the termination agreement  
15 purports to provide for the provision of a  
16 \$17.1 million dollar payment from PLT to HT to satisfy  
17 the provision of your final order at page 78 which  
18 required that payment in satisfaction of the June 2nd,  
19 2011 note. That payment according to the terms of the  
20 agreement that was filed with you, the related press  
21 release and the affidavits filed in support of  
22 additional facts all talk about a payment of  
23 \$17.1 million dollars in cash and that that cash is to

1 be distributed by HealthTrust to its members. We had  
2 heard through the press and we have now confirmed from  
3 what we've heard through the press by these letters  
4 given to us this morning that the \$17.1 million dollar  
5 transfer was accomplished by way of a check for almost  
6 \$4 million and a \$1.7 million credit for the transfer  
7 of 448 shares of stock in the Triangle Park Realty  
8 location, so it's about \$15 million in cash and \$1.7  
9 million in a real estate transfer.

10 So we come to this hearing in an enforcement  
11 action because the two former LGC members entered into  
12 a secret agreement in October doing something that we  
13 contend violated your order. We are now present for a  
14 summary judgment motion having been told that there  
15 were secret terms to the so-called termination  
16 agreement, that being how the money was to be paid.  
17 If I am not mistaken, I believe your final order  
18 allowed for real estate to be transferred as part of  
19 the resolution of the \$17 million, but at page 79 you  
20 made it expressly clear that that is allowed to the  
21 extent the parties agree. It is not part of the  
22 written agreement. We weren't formally asked for our  
23 agreement on the transfer of real estate. We believe

1 that the purported effort both because it includes a  
2 real estate transfer and because PLT doesn't exist as  
3 a risk pool to serve the operation as a risk pool, we  
4 believe that the mooted effect is nonexistent. So we  
5 go back to the agreement from October. We compare and  
6 contrast it. You had clear provisions that provided  
7 for separate boards to govern two separate risk  
8 management pools. I may anticipate arguments that  
9 that's not what the statute requires. Whether or not  
10 that is the case, and I do not agree with that, it is  
11 the law of this case because it was not appealed. The  
12 provision that two risk management pools, one on the  
13 employee benefits side and one on the employer's side  
14 providing workers' comp and PLT and are to be separate  
15 and governed by separate pools has a rich, complete  
16 historical basis in your order because of the  
17 conflicts that existed for so many years and the  
18 breaches of fiduciary duties. The intent of your  
19 order could not have been more clear. Furthermore,  
20 the portion of your order that requires repayment of  
21 the \$17.1 million dollars is an order of an  
22 administrative agency confirmed by the State's highest  
23 court. The two LGC parties were not at liberty to

1 compromise that order without coming back to you and  
2 asking for relief from it, so we believe that whatever  
3 issues they may claim to have resolved between  
4 themselves are a nullity.

5 Combining my comments in our motion with what  
6 I expect will be the motions of the LGC parties, I  
7 read in their pleadings a number of claims that go  
8 beyond the terms of the October agreement claiming  
9 monitoring, claiming reporting from HT to PLT. I  
10 think this is a parole evidence analysis. There's  
11 nothing ambiguous about the October agreement in these  
12 respects: The agreement itself says that it's fully  
13 integrated only to be modified by a writing. I think  
14 both sides are limited to the language in the  
15 agreement. I would point out that there's very little  
16 credit to be given for PLT's April 23rd request for  
17 quarterly reporting from HT on how they were managing  
18 the runoff because that's three months after the  
19 agreement already became operative, so no one appeared  
20 to care about how HT would manage the runoff until  
21 this proceeding got up and running and that provision  
22 of reporting is no where in the October agreement, so  
23 for all of those reasons we would ask you to grant

1 summary judgment for the Bureau and deny summary  
2 judgment to the LGC parties.

3 I'm sorry. Mr. Tilsley pointed out that I  
4 may have misspoken about the amount of cash. It's  
5 15.4. If I said 14.4 I misspoke. The realty is  
6 valued pursuant to that transfer at \$1,703,404.

7 HEARINGS OFFICER MITCHELL: Do you intend to  
8 enter that?

9 MR. VOLINSKY: I was just going to ask if no  
10 one has an objection.

11 MR. RAMSDELL: I brought additional copies.  
12 Is one copy sufficient or would you like two?

13 HEARINGS OFFICER MITCHELL: If you have two  
14 copies, I'll take two. If not, we'll make  
15 arrangements to have it copied.

16 (HealthTrust's June 6, 2014 letter with attachments  
17 provided to the Hearings Officer.)

18 Thank you. Without objection the HealthTrust  
19 letter of June 6, 2014 signed by Mr. Peter Bragdon and  
20 its attachments will be marked as BSR 1; that is,  
21 Exhibit Number 1.

22 (BSR Exhibit 1 was marked into evidence.)

23 HEARINGS OFFICER MITCHELL: All done, Mr.

1 Volinsky?

2 MR. VOLINSKY: Yes, sir.

3 HEARINGS OFFICER MITCHELL: Thank you for  
4 your comments. Mr. Ramsdell.

5 MR. RAMSDELL: I'll start out by saying that  
6 it has been represented to you that the transfer took  
7 place as a result of the termination agreement, that  
8 the termination agreement has secret terms in it and  
9 that that in and of itself violates the final order.  
10 Neither of those things is true. We submitted the  
11 termination agreement to you, Mr. Mitchell. It does  
12 not state that the \$17.1 million dollars is being  
13 transferred all in cash. That's what has been  
14 represented to you. It does not say that. It says  
15 there's a transfer of \$17.1 million.

16 If you look at the documents that were just  
17 marked as an exhibit, you will see the exact  
18 breakdown. The transfer of stock papers, you'll see  
19 letters that went back and forth between the Executive  
20 Director of HealthTrust and the Executive Director of  
21 PLT. You'll see an actual check or a copy of an  
22 actual check for almost \$15.4 million. Again, the  
23 stock transfers are in there. We also submitted as



1 part of that package the stock value that is being  
2 carried on the books so that you could see what the  
3 parties have been carrying the stock value at, and we  
4 also submitted to you the assessment pages from the  
5 City of Concord showing what it assesses the values of  
6 the real estate at. And then finally we submitted a  
7 copy of the balance sheet, the most recent balance  
8 sheet, from April 30th, 2014. We made sure there was  
9 nothing hidden here. At no point was there ever a  
10 representation that the entire \$17.1 million transfer  
11 would be in cash. That's what's been argued to you as  
12 a secret of the termination agreement. The  
13 termination agreement does not say that at all. And  
14 I'm sure you have not only read the termination  
15 agreement but that you will read it again to make sure  
16 that that's correct. I would also say that if you  
17 look at the final order, what paragraph 13 expressly  
18 says is that the LGC Property-Liability Trust, LLC,  
19 however it may be organized in the future, shall repay  
20 the \$17.1 million dollar subsidy to the LGC  
21 HealthTrust risk pool management program, however it  
22 may be organized, no later than December 1, 2013 and  
23 that said payment shall terminate and shall satisfy

1 any obligation contained in a note of similar amount  
2 executed on June 2nd, 2011. The funds to make this  
3 repayment may be borrowed from an independent entity  
4 at commercially reasonable terms in consultation with  
5 the Bureau of Securities Regulation in the exercise of  
6 its supervisory powers which shall be exercised in  
7 good faith. At no point does it say the \$17.1 million  
8 must be repaid exclusively in cash. It says there has  
9 to be a \$17.1 million subsidy repaid and it says that  
10 if you need to, you can go and borrow from an  
11 independent entity in consultation with the BSR, but  
12 again, it's been represented to you that the final  
13 order says it must be repaid only in cash. That's not  
14 what the final order says. I just read you  
15 paragraph 13 of the final order. There's nothing  
16 improper about the termination agreement with respect  
17 to the final order. It is in compliance.

18 I want to back up for a minute as well.

19 HEARINGS OFFICER MITCHELL: Mr. Ramsdell,  
20 before you move further, the inquiry on what has now  
21 been marked as Exhibit 1, three pages from the back,  
22 at least on the one that I have, I have page 1 of 4 in  
23 the upper right-hand corner and then following page 1

1 of 3, and if I am not to have pages 1 and 2, you know,  
2 I suppose that's all right. I just want to check to  
3 make sure that I have a complete document from which  
4 once this hearing is over I can make comprehensive  
5 sense of.

6 MR. RAMSDELL: Mr. Frydman may be able to  
7 make better sense of this than I can.

8 HEARINGS OFFICER MITCHELL: Why don't we let  
9 Mr. Frydman speak. You're a licensed attorney before  
10 the Bar, correct?

11 MR. FRYDMAN: I am.

12 HEARINGS OFFICER MITCHELL: Do you believe  
13 that you can answer the question?

14 MR. FRYDMAN: Both of these documents came  
15 from the City of Concord's Assessors' database. Pages  
16 2 through 4 and pages 2 through 3 for the two parcels  
17 merely describe further details about square footage  
18 and other things. The valuation is only on the first  
19 page. If you like, we can supplement the material  
20 with the subsequent pages. There's no other material  
21 pages.

22 HEARINGS OFFICER MITCHELL: I have what I  
23 need here. Page 3 and 4 is the representation. Mr.

1 Volinsky, do you agree?

2 MR. VOLINSKY: I'm familiar with the Vision  
3 assessment. I think the statement is accurate.

4 MR. FRYDMAN: And if I may, there's two pages  
5 for two pieces of real estate because the real estate  
6 company holds title to both. One is the real estate  
7 the building is on. One is an additional parcel that  
8 was purchased in order to provide required parking by  
9 the City which is why there are two different  
10 properties, one being on Pembroke Avenue. It's behind  
11 the office building parcel. Both are owned as  
12 property by the real estate corporation whose stock is  
13 at issue.

14 HEARINGS OFFICER MITCHELL: If I could direct  
15 your attention to page 1 of 4 in that exhibit, Mr.  
16 Frydman, you'll see there's a reference just below the  
17 location address to "Mblu." Is that one the building  
18 or the --

19 MR. FRYDMAN: That one is the parcel that the  
20 building is on and the next one that's valued  
21 approximately between \$355,900 and \$371,000 is the  
22 parcel of land behind the building.

23 HEARINGS OFFICER MITCHELL: So page 1 of 3 is

1 the parcel and page 1 of 4 is the parcel with the  
2 building on it?

3 MR. FRYDMAN: That is correct.

4 HEARINGS OFFICER MITCHELL: Thank you. Mr.  
5 Ramsdell, please continue. I understand your last  
6 statement and you were about to move on to something  
7 else.

8 MR. RAMSDELL: Thank you. Back in February  
9 the Bureau filed a motion for entry of default order.  
10 That's the reason why we're here, quite frankly, and I  
11 think it's important to go back to why we're here and  
12 that actual motion because a lot of things get done  
13 over a period of months and a lot of paper gets filed,  
14 but in the motion itself what the Bureau claimed is  
15 that the settlement agreement between HealthTrust and  
16 PLT became operative on January 10, 2014, the date of  
17 the New Hampshire Supreme Court opinion on LGC's  
18 appeal of the final order violated that final order,  
19 and they requested specific relief at that time.  
20 First, they asked that you issue an order finding that  
21 the respondents are in violation of the final order  
22 and of RSA 5-B, and the second is, and I'll quote  
23 their paragraph in their prayer for relief, "issue an

1 order finding that the Respondents shall cease and  
2 desist operating in violation of the August 16, 2012  
3 order and New Hampshire RSA section 5-B or be deemed  
4 not entitled to operate as RSA 5-B pools and to claim  
5 the protections of New Hampshire RSA 5-B, VI due to  
6 Respondents' failures to comply with the August 16,  
7 2012 order and New Hampshire RSA 5-B."

8 HEARINGS OFFICER MITCHELL: Do you have a  
9 paragraph reference for what you're reading?

10 MR. RAMSDELL: Yes. It's paragraph B, letter  
11 B, of the BSR's prayer for relief in its motion for  
12 entry of default order.

13 HEARINGS OFFICER MITCHELL: Thank you.

14 MR. RAMSDELL: So from the outset what the  
15 Bureau has asked you to do is to issue a cease and  
16 desist order saying that HealthTrust and PLT should  
17 stop operating in violation of the final order and RSA  
18 5-B and that if they don't do that, then take their  
19 statutory exemption away from them. Well, as you know  
20 from the pleadings, HealthTrust and PLT do not believe  
21 that the settlement agreement violated the final order  
22 or RSA 5-B, and we've set forth the reasoning for  
23 that, but even if the settlement agreement violated

1 the final order or RSA 5-B, neither a cease and desist  
2 order and certainly not a revocation of 5-B status is  
3 an appropriate remedy at this time. Prior to any  
4 finding being made, and again we would suggest no such  
5 finding is warranted, but in the termination agreement  
6 HealthTrust and PLT already have given the Bureau  
7 exactly what it asked for in the motion for entry of  
8 default order. They terminated the settlement  
9 agreement via the termination agreement. The  
10 substantive issues raised in the motion are moot at  
11 this point. They suggested these were violations. We  
12 said they're not, but even if they are today they've  
13 been remedied without exception. HealthTrust and PLT  
14 gave them what they asked for in that pleading in  
15 their motion without exception. We would suggest to  
16 you today this case should not be closed with some  
17 kind of punitive order. We thought quite frankly that  
18 a consent decree may well be in the offing, but  
19 apparently that's not going to be the case. We would  
20 ask, then, that you issue an order stating that the  
21 termination agreement renders the motion moot and that  
22 the BSR is awarded its attorneys' fees in prosecuting  
23 the motion.

1           The settlement agreement did not violate the  
2 final order, however. The BSR's argument that  
3 HealthTrust and PLT did not maintain separate  
4 governing boards and separate bylaws is factually  
5 wrong. No where in the settlement agreement does it  
6 say that PLT's Board of Directors is disbanded or no  
7 longer exists. In fact, throughout this time PLT has  
8 maintained its Board of Directors for the purpose of  
9 monitoring compliance with PLT's obligation. It also  
10 has retained throughout this its right to enforce this  
11 settlement agreement with HealthTrust. Those are  
12 viable, tangible, important rights that PLT's Board of  
13 Directors has every right to seek remedy from or  
14 redress if they believe that HealthTrust wasn't  
15 complying with the runoff obligations. There's been a  
16 board in place for PLT this entire time just like  
17 there's been a board in place for HealthTrust this  
18 entire time. The final order said separate boards,  
19 separate bylaws. That has not changed here. They  
20 have remained as separate boards and separate bylaws,  
21 and I would suggest to you there's evidence before you  
22 that PLT's board actually exercised its authority upon  
23 occasion as well. For example, HealthTrust has filed



1 two motions in this case that PLT's Board of Directors  
2 would not sign on for, both of them having to do with  
3 either disqualifying the Presiding Officer or moving  
4 to strike the Secretary's affidavit and disqualifying  
5 the Presiding Officer. More importantly, you'll see  
6 through the affidavits and the exhibits to those  
7 affidavits that over a month ago HealthTrust went to  
8 PLT and requested that their Board agree to rescind or  
9 terminate the settlement agreement and resolve this  
10 matter back then. HealthTrust's board was in favor of  
11 doing that and made the outreach to PLT's board to do  
12 that hopefully to terminate this proceeding and  
13 resolve it. PLT's board at that point refused to do  
14 it.

15 HEARINGS OFFICER MITCHELL: Was that the  
16 March period of time?

17 MR. RAMSDELL: I think it was April. I think  
18 there were two. I think you're right. I think there  
19 was a March 4th or a March 10th initial inquiry and  
20 then I think for some reason April 23rd stands out in  
21 my mind, but that date may be not be correct.

22 HEARINGS OFFICER MITCHELL: I was just  
23 clarifying as between the two.

1           MR. RAMSDELL:  Yep, but whichever those  
2     dates, it's in the material that has been submitted to  
3     you.

4           HEARINGS OFFICER MITCHELL:  That's how I do  
5     it, Mr. Ramsdell.  Please continue.

6           MR. RAMSDELL:  The final order required that  
7     separate programs maintain separate boards.  Neither  
8     5-B nor the final order, however, prohibit a single  
9     program from having multiple lines of coverage.  In  
10    fact, 5-B expressly provides that a single program can  
11    offer multiple coverages and in fact, the final order  
12    recognizes it as well because the final order  
13    discusses that beginning in 2007 PLT assumed  
14    responsibility for the workers' compensation line of  
15    coverage and so PLT, a single program, offered  
16    multiple lines of coverage.  So there's nothing that's  
17    happened here that violates either the statute or the  
18    final order.  The Bureau also argues in its pleadings  
19    that in order to enter into the settlement agreement  
20    HealthTrust and PLT should have gotten consents or  
21    resolutions from their members, but they offer no  
22    citation for that because they can't.  There is  
23    nothing in RSA 5-B or the final order for that matter

1 that requires consents or resolutions for the type of  
2 action that occurred here. There is no statutory  
3 requirement at all.

4           The reality of the situation is that what the  
5 settlement agreement did was rather than preclude the  
6 repayment of the \$17.1 million, it facilitated it.  
7 Without the settlement agreement PLT was insolvent at  
8 the time the \$17.1 million repayment needed to be made  
9 with its other coverage obligations. It would have  
10 been insolvent and if PLT had been forced to file  
11 bankruptcy, then there would have been only partial  
12 payments to HealthTrust. It could have reduced the  
13 availability by whatever was spent on the bankruptcy  
14 proceeding and frankly, it would have put PLT's own  
15 members and coverage obligations and creditors into  
16 the bankruptcy as well, and so the \$17.1 million  
17 obligation was not precluded by the settlement  
18 agreement here. In fact, it was facilitated. And  
19 today we now know that the circumstances have changed  
20 financially such that the \$17 million dollar  
21 obligation has been repaid. It was repaid on Friday,  
22 and HealthTrust has pled affirmatively to you that it  
23 wants to distribute the \$17.1 million dollars to its

1 members or some other identifiable group, and the  
2 reason we put it that way quite frankly is because the  
3 final order with respect to the \$33.3 million dollar  
4 payment disbursement to a group of members had a group  
5 identified. We followed the order. We then got sued  
6 and that suit still remains by ten municipalities who  
7 claim that it shouldn't have been ordered that way,  
8 that it should have been distributed to members,  
9 former members, who contributed to that surplus, and  
10 quite frankly HealthTrust at this point has no desire  
11 to engage in a fight with the Bureau. It certainly  
12 doesn't want to do anything that the Presiding Officer  
13 is not in favor of regarding disbursement of that  
14 \$17.1 million and frankly would like to do its best to  
15 either avoid another lawsuit or an amendment to the  
16 ongoing lawsuit simply over the issue of where does  
17 the \$17.1 million get distributed. So HealthTrust's  
18 board has already decided it is distributing the  
19 \$17.1 million as soon as it can. What it's concerned  
20 about is who actually gets the money. So it's in the  
21 termination agreement. It's in our pleadings.

22 I guess I would just return for a minute to  
23 the issue of any consideration by you if you find a

1 violation of the revocation of 5-B status occurred,  
2 and the only reason I return to it is because it is  
3 such an enormous event for that to happen. I would  
4 suggest to you that even if you find that from the  
5 period of January 10 until June 6th there was a  
6 violation of the final order, and again, we don't  
7 believe that there was and we believe you will grant  
8 our motion for summary judgment and find that there  
9 was no violation, under the circumstances revocation  
10 of 5-B status is disproportionate and excessive. We  
11 also don't think, by the way, that it's authorized by  
12 law, and we explained the statutes in there. Loss of  
13 5-B status is no where to be found in RSA 5-B. The  
14 statute specifically provides for fines, recision,  
15 restitution or disgorgement. There's also language in  
16 there about any other penalty provided for by law, but  
17 the loss of 5-B status is not a penalty provided for  
18 anywhere in the law and it is qualitatively different  
19 than fines, recision, restitution or disgorgement, so  
20 we believe under the principles of statutory  
21 construction that we laid out in our pleading that it  
22 is not an available remedy under any circumstances,  
23 but here it really would be disproportionate and

1 excessive because what happened here was that the  
2 parties remediated the violation if there was one.  
3 Before there was any finding of a violation the Bureau  
4 filed its motion. HealthTrust and PLT worked it out  
5 as quickly as they could to undo what the Bureau's  
6 claim of a violation was and to make sure that today  
7 we were before you completely in compliance with the  
8 final order. Under those circumstances and because  
9 the settlement agreement didn't come about because a  
10 party just thought the final order was wrong or  
11 because they thought they were above the law, they  
12 believed that the settlement agreement was absolutely  
13 an allowable legal remedy to a dire situation where  
14 PLT was facing insolvency and with that insolvency  
15 PLT's members would be hurt and HealthTrust's members  
16 would be hurt unnecessarily, and so where the parties  
17 believed in good faith that they remained in  
18 compliance with the order and where they have  
19 attempted to reach an agreement with their regulator  
20 who just refuses to reach an agreement with them, we  
21 have offered them everything that they sought to  
22 address in their motion for entry of default and they  
23 still refuse to reach an agreement. Loss of 5-B

1 status would be an extremely disproportionate and  
2 excessive act.

3 I don't have anything else to add.

4 HEARINGS OFFICER MITCHELL: Thank you, Mr.  
5 Ramsdell. Mr. Felmly, do you have anything else to  
6 add?

7 MR. FELMLY: I'll be very brief. We've  
8 obviously joined in both the objection by HealthTrust  
9 to the motion for summary judgment filed by the BSR  
10 and we've joined in HealthTrust's motion for summary  
11 judgment and all of those arguments, some of which Mr.  
12 Ramsdell has made today, we certainly agree with and  
13 believe that there was no violation of the order for  
14 all of the reasons stated, but I also must say that in  
15 the context of the efforts that both PLT and  
16 HealthTrust have made including reaching out to the  
17 BSR in this effort we actually have no understanding  
18 at this point why, having undone the complaints that  
19 were raised, the parties are not in a position to have  
20 a consent order here. There was raised today in  
21 Attorney Volinsky's comments the suggestion that  
22 somehow PLT had no active business operation or no  
23 active role whatsoever. One, the facts plainly belie

1 that in terms of the existence of the Board, the  
2 actions and terms essentially of entering into the  
3 termination agreement, also the position that we've  
4 taken in the litigation on several motions, but you  
5 know, just in my opinion it's a very strained and hard  
6 to understand argument to read the settlement  
7 agreement of last fall and say that the PLT  
8 essentially has no liability or existence. In truth,  
9 they were in dire financial circumstances. They've  
10 been laid out. Every effort has been made. We've  
11 been fortunate in terms of some of those circumstances  
12 in improving and remitting the payment, but I think  
13 the critical pieces, nothing has been set out here  
14 today that says that we are still in violation. The  
15 argument that somehow PLT cannot unring this bell or  
16 HealthTrust and PLT cannot unring this bell I think is  
17 an extremely strained and really meritless argument,  
18 and I think the public interest, the repayment of  
19 these monies and the effort that has been made here  
20 has been done in good faith and purposefully done in  
21 this matter to resolve it, and in my mind it ought to  
22 be resolved. We can lead a horse to water, but we  
23 can't make it drink I suppose, but we can do nothing



1 else including the agreement that has been made to pay  
2 the attorney's fees too. The Board is active. I do  
3 want to ask Attorney Closson to comment on that since  
4 it's been raised here and because Patrick is more  
5 familiar with it than I, but in this proceeding there  
6 is nothing further that can legitimately be pointed to  
7 that needs to be cease and desisted. Everything has  
8 been done to comply even with their view of the final  
9 order and that should be the way this matter ends, but  
10 let me just ask Patrick Closson, my partner, to  
11 address briefly some of the issues involving PLT's  
12 status.

13 HEARINGS OFFICER MITCHELL: Mr. Closson.

14 MR. CLOSSON: So the contention is that PLT's  
15 status as a risk pool somehow expired as a part of  
16 this process. Let me say that PLT does agree that it  
17 participated and entered into the settlement agreement  
18 that went into effect on January 10th and at that time  
19 its assets and liabilities were transferred to  
20 HealthTrust and PLT took on the role or responsibility  
21 of overseeing the runoff of the PLT programs at that  
22 time. At no point did PLT or its Board affirmatively  
23 terminate or withdraw its status as a 5-B risk pool

1 and at no point has it received notice that its status  
2 has changed. Furthermore, at no point did the PLT  
3 Board ever surrender its obligations to oversee and  
4 monitor and protect the rights of its members. As the  
5 settlement agreement has gone into effect the PLT  
6 Board has continued to oversee and monitor and  
7 communicate with HealthTrust.

8 In the April 23rd letter you'll see a formal  
9 request for reporting from HealthTrust knowing at the  
10 time that that relationship in terms of running the  
11 program off would continue for some period of time and  
12 requesting that there be quarterly reporting provided  
13 so that the PLT Board could continue to oversee and  
14 monitor those obligations that are set forth in the  
15 settlement agreement. At no point has the PLT Board  
16 surrendered it's right to enforce the settlement  
17 agreement should the PLT Board have decided at that  
18 time that HealthTrust was in violation of the  
19 settlement agreement. There have been regular  
20 reportings from counsel to the PLT Board with regard  
21 to these proceedings and other proceedings that the  
22 PLT is involved in as well as dealing with the PLT  
23 Board in responding to requests that have been made by

1 HealthTrust including the request to terminate the  
2 settlement agreement back in February. Attorney  
3 Ramsdell has commented that at the time in March the  
4 PLT Board discussed and considered the request that  
5 was made by HealthTrust, received information  
6 regarding the financial condition of the organization  
7 and decided at that time that it was not appropriate  
8 and was not in the best interest of its members to  
9 terminate the settlement agreement.

10 HEARINGS OFFICER MITCHELL: Excuse me, Mr.  
11 Closson. You made reference in the last  
12 thirty seconds to a February date. Could you pick it  
13 up from there again? You made reference to a February  
14 date and I'm recalling the March date and the April  
15 date.

16 MR. CLOSSON: Sure. So what preceded the  
17 March 3rd discussion with the PLT Board was additional  
18 information that was received as a result of the  
19 February actuarial reports.

20 HEARINGS OFFICER MITCHELL: Thank you.

21 MR. CLOSSON: So with that information that  
22 prompted a discussion of the PLT Board to take place.  
23 So following the March meeting and subsequent

1 developments there were further updates that were  
2 being provided to the PLT Board which then resulted in  
3 a meeting with counsel in May followed by a meeting of  
4 the Board that took place at the end of May, on May  
5 30th. At that May 30th meeting the Board considered  
6 again terminating the settlement agreement at that  
7 time given the changed circumstances, took up that  
8 motion and approved the termination or the entering  
9 into of a termination agreement which you have before  
10 you. So from the PLT Board's perspective, the PLT has  
11 continued to oversee and protect the interests of its  
12 members both in October of 2010 when it entered into  
13 the settlement agreement, on January 10th when the  
14 settlement agreement went into effect, in March and on  
15 May 30th when it decided to enter into the termination  
16 agreement and today the Board continues to oversee and  
17 monitor and protect its members' interests and will  
18 continue to do so. If the termination agreement goes  
19 into effect, we will continue to operate at this point  
20 the Property-Liability program.

21 HEARINGS OFFICER MITCHELL: Thank you.

22 MR. FELMLY: So we have nothing further.

23 HEARINGS OFFICER MITCHELL: Thank you, Mr.

1 Felmly. Thank you, Mr. Closson. Give me a moment,  
2 Mr. Volinsky.

3 (Brief pause.)

4 Thank you for that moment. Mr. Volinsky, any  
5 rebuttal?

6 MR. VOLINSKY: Yes, thank you. Let me say at  
7 the outset that the Bureau of Securities Regulation is  
8 not immune to nor ignorant of the consequences of a  
9 default by these risk pools and the loss of their 5-B  
10 status. Indeed, it was the Bureau's concerns about  
11 the mismanagement of these programs that led to that  
12 long hearing that we had in 2012 and that resulted in  
13 the return of \$50 million dollars to the members and  
14 individuals who buy insurance through those pools.  
15 Absent the Bureau's concern about the operation of  
16 those pools in conformity with the law, \$50 million  
17 dollars would not have gone back. So I start there.

18 My second point is the transaction that  
19 purports to close this matter as moot occurred in the  
20 last business hour of the last business day before  
21 this hearing. Claims that the money was not available  
22 until that late date quite frankly are not credible.  
23 Mr. Ramsdell made a comment about how the settlement

1 agreement first came about in October. I would note  
2 for the benefit of the Hearing Officer, although I  
3 have no knowledge of the state of Mr. Saturley's  
4 knowledge and Mr. Quirk's knowledge and Mr. Ramsdell's  
5 personal knowledge of the existence of that settlement  
6 agreement, I would note that Mr. Frydman had an  
7 appearance in the Supreme Court when his co-counsel  
8 was arguing that an adverse ruling would inevitably  
9 lead to the insolvency of the PLT program at a time  
10 when the secret agreement was in place. As  
11 signatories to that agreement certainly Mr. Curro and  
12 Mr. Pavlochek both knew about the inaccuracy of the  
13 arguments and stay motion that were before the Supreme  
14 Court. For how long will these two risk programs  
15 remain in compliance with the final order in this  
16 matter if they are allowed to simply say we muted  
17 everything out, there's no longer a problem, there's  
18 nothing at risk any longer? There is at the very  
19 least a need for a finding that this mismanagement  
20 with this General Counsel, with these boards of  
21 governance violated 5-B and put their programs and the  
22 insurance of every public worker insured by them at  
23 risk. This is not the Bureau's doing. This is the

1 fault of the Boards and the managers and the counsel  
2 who were directly involved in this secret agreement.

3 Talking about the specific statutory context,  
4 RSA 5-B, III makes clear the need for resolutions by  
5 governing bodies of political subdivisions either to  
6 engage in self insurance or to obtain insurance from a  
7 registered insurer. There is nothing in this statute  
8 that permits a risk pool to sell all of its operations  
9 and remain a risk pool. That is what PLT did. There  
10 is at section III of the same statute a list of the  
11 various kinds of coverage that can be offered by risk  
12 pools. There is nothing there that says one risk pool  
13 may offer all of those lines no matter what the  
14 conflicts and interests are that arise between  
15 employers and employees who take the insurance, and  
16 you found specifically that there were conflicts and  
17 interpreted by B-3 to prohibit the housing of multiple  
18 conflicting lines under the same board and that was  
19 not appealed. Whether or not you were right or wrong,  
20 that is the final law of this case and cannot be  
21 argued to the contrary.

22 PLT was insolvent except within six months of  
23 its insolvency PLT magically found \$17 million

1 dollars. These are not programs in PLT that are of  
2 the magnitude of the HealthTrust programs.  
3 HealthTrust has \$400 million dollars in revenues that  
4 pass through it. These are tiny programs. I don't  
5 think it is inappropriate for the Bureau to be a  
6 little skeptical of the representations. And talking  
7 about representations, the additional finding of fact  
8 number 13 submitted by HealthTrust and joined in by  
9 PLT says, "Contemporaneously with these transfers, PLT  
10 will pay HealthTrust \$17.1 million dollars in complete  
11 and full satisfaction of the payment directed by the  
12 final order." And then there's the cite. "Subject to  
13 the Presiding Officer's and the BSR's approval  
14 HealthTrust will distribute \$17.1 million dollars to  
15 its current members or another identified  
16 combination," et cetera.

17 If part of the termination agreement that is  
18 now claiming to moot this proceeding out is the  
19 transfer of \$1.7 million dollars in a realty interest,  
20 you can't distribute \$1.7 million dollars in a realty  
21 interest to your members. If there's going to be a  
22 distribution, that means you have to take \$1.7 million  
23 dollars out of HealthTrust's current cash reserves to



1 replace the realty that's been transferred. What that  
2 means is current members who are entitled to the  
3 return of the current surplus are going to have to  
4 under this deal to pay former members that \$1.7  
5 million dollars.

6 HEARINGS OFFICER MITCHELL: Mr. Volinsky,  
7 could you restate that last sentence?

8 MR. VOLINSKY: Yes. If part of the payback  
9 is real estate, it is the Bureau's contention that the  
10 real estate cannot then be distributed to members,  
11 former members, those who have built up the \$17.1  
12 million dollars, so what has to happen is current cash  
13 reserves need to replace that \$17.1 million dollars,  
14 so current cash reserves that should be distributed as  
15 surplus to current members that contributed to its  
16 build-up instead go to former members who are entitled  
17 to be made whole because of the \$17 million dollars  
18 taken from them.

19 HEARINGS OFFICER MITCHELL: Thank you.

20 MR. VOLINSKY: So, could that have been a  
21 topic of discussion between the Bureau and the risk  
22 pools? Absolutely. Was it? It's not even disclosed  
23 in their agreements. And indeed, I would submit that

1 the agreements are to the contrary. So the Bureau  
2 doesn't do this to be obstinate. There will be  
3 discussions by both Mr. Felmly and Mr. Ramsdell about  
4 settlement issues. I think those are inappropriate  
5 for this argument and I won't comment on them.

6 HEARINGS OFFICER MITCHELL: I won't let you.

7 MR. VOLINSKY: Thank you. And so the goal  
8 here is to protect the interests of the public members  
9 by the Regulator when the Board, the managers and  
10 counsel seem not willing to do that. Those are my  
11 comments.

12 HEARINGS OFFICER MITCHELL: Thank you, Mr.  
13 Volinsky. Mr. Ramsdell?

14 MR. RAMSDELL: A couple quick points. I  
15 think it's important for you to know at this point,  
16 not that it actually goes to the merits of the claim  
17 here, but Attorney Frydman did not represent either  
18 HealthTrust or PLT regarding the settlement agreement  
19 because he had represented both of them in the  
20 underlying litigation and in fact in other matters as  
21 their general counsel and he was disqualified from  
22 representing either party with respect to the  
23 settlement agreement. I think it's also important for

1 you to realize, it's been suggested to you that  
2 somehow magically we got to a point today where  
3 HealthTrust and PLT found \$17.1 million dollars, but  
4 that's not correct. That's never been correct.  
5 That's never been the issue. Right from the start the  
6 pleadings have demonstrated and the documents have  
7 demonstrated that when PLT was facing insolvency, it  
8 was short less than \$5 million dollars. \$17 million  
9 dollars doesn't miraculously appear in the last few  
10 months as has been suggested to you today. There was  
11 an insolvency, but the scope was not what's being  
12 suggested to you as "hocus pocus" today.

13           With respect to the parties waiting until the  
14 last business hour before this hearing in order to  
15 effectuate a termination agreement, you have as an  
16 exhibit in front of you the parties -- at least  
17 HealthTrust asked for the Bureau's approval of a  
18 termination agreement weeks ago and the Bureau refused  
19 to discuss it with them. And I'm not saying  
20 settlement agreement. I'm saying what you have before  
21 you is a letter that is suggesting, look, we'll enter  
22 into a termination agreement, we want your approval  
23 for exactly that, and the Bureau wasn't willing to

1 give its approval or to further talk about it.

2 I guess finally I would just point out that  
3 as far as the \$17.1 million dollars being returned to  
4 former members, that's not the way frankly HealthTrust  
5 or I read the final order as distinguished from the  
6 \$33.3 million dollars before the very specifically  
7 identified group that was to receive that disbursement  
8 was identified. I don't believe that the  
9 \$17.1 million dollars in the final order defines the  
10 group that is supposed to receive that, so as things  
11 exist today, HealthTrust intends to, absent direction  
12 from the Presiding Officer or the Bureau which we've  
13 requested, contractually they would be obligated to  
14 return that to their existing members. I don't have  
15 anything else.

16 HEARINGS OFFICER MITCHELL: Thank you, Mr.  
17 Ramsdell. Mr. Felmly.

18 MR. FELMLY: Nothing further.

19 HEARINGS OFFICER MITCHELL: Mr. Closson.

20 MR. CLOSSON: Nothing further.

21 HEARINGS OFFICER MITCHELL: All right. Give  
22 me a moment, if you will.

23 (Brief pause.)

1 HEARINGS OFFICER MITCHELL: I have a question  
2 regarding the activities of the PLT Board, so Mr.  
3 Felmly, I will direct it to you, but I understand that  
4 Mr. Closson may be more familiar with that aspect of  
5 the matter, and so I think my question is if  
6 HealthTrust, Inc. was under the agreement handling the  
7 runoff and issuing insurance, and these are my beliefs  
8 from what you all said, and were supervising the  
9 employees, what was the PLT Board doing?

10 MR. FELMLY: I think I will have Mr. Closson  
11 who deals with the Board regularly respond to that.

12 HEARINGS OFFICER MITCHELL: But I mean, what  
13 were they doing with respect to the operation of the  
14 pooled risk program?

15 MR. CLOSSON: Sure. So at the time, you  
16 know, up until, let's say, May 30th, the PLT Board was  
17 continuing to oversee and monitor if there were any  
18 deviations from the settlement agreement. Remember,  
19 the PLT Board is made up of municipal members, so they  
20 were in the process of transitioning and working  
21 through the transition of these assets to HealthTrust  
22 making sure that it was being handled properly. At  
23 the time there was renewal that was happening and they

1 were making sure that that renewal process was going  
2 forward effectively, and then there's a number of  
3 litigated and administrative proceedings and they're  
4 receiving updates with regard to that. There are  
5 changes, actuarial issues that came up that the Board  
6 was assessing to determine what was the best course of  
7 action for its members, so it was continuing to get  
8 information about those operational and administrative  
9 matters.

10 HEARINGS OFFICER MITCHELL: Thank you. Mr.  
11 Frydman, do I understand correctly that Towers &  
12 Watson were the actuaries who were engaged for HT?

13 MR. FRYDMAN: For purposes of the Property,  
14 Liability and Workers' Comp claims, yes, they had  
15 different actuaries that had been working on that.

16 HEARINGS OFFICER MITCHELL: What about the  
17 Health lines?

18 MR. FRYDMAN: We've used both the Milliman  
19 company of late and Peter J. Riemer, LLC. They're the  
20 two actuaries for the Health lines. They're health  
21 actuaries. They don't do the other line.

22 HEARINGS OFFICER MITCHELL: Thank you. Mr.  
23 Ramsdell, Mr. Volinsky in his rebuttal addressed the

1 issue of the real estate value as opposed to funds  
2 that have been transferred or are intended to be  
3 transferred. Do you have a response or can you  
4 represent to me how the actual \$17.1 million would be  
5 returned if \$1.4 or \$1.5 million is in real estate  
6 assets?

7 MR. RAMSDELL: I think it's demonstrated by  
8 the documents that we submitted as Exhibit 1 today.  
9 Oh, I apologize. I misunderstood your question.

10 HEARINGS OFFICER MITCHELL: It's easy in this  
11 matter. I understand that.

12 MR. RAMSDELL: You're asking how the  
13 \$17.1 million will be distributed to the members?

14 HEARINGS OFFICER MITCHELL: Well, more  
15 specifically the contention has been made that --

16 MR. VOLINSKY: It's 1.7.

17 HEARINGS OFFICER MITCHELL: Yes. \$1.7  
18 million of the funds that would be subject to  
19 distribution is in real estate value, not in available  
20 funds. Do you agree with that assertion?

21 MR. RAMSDELL: I do agree with that.

22 HEARINGS OFFICER MITCHELL: So how would you  
23 distribute the full amount to the members?

1           MR. RAMSDELL: The real estate itself will  
2 not be distributed to the members, but as a practical  
3 matter, that increases HealthTrust's total assets by  
4 \$1.7 or whatever it is million dollars. They have  
5 other funds that they can distribute to the members.  
6 I would also suggest this to you. We learned from the  
7 distribution of the \$33.3 million dollars that many of  
8 the members will ask that that check not be sent to  
9 them in that amount but rather that they be given  
10 contribution holidays for their share of the  
11 distribution, and so there would not be a total of  
12 \$17.1 million dollars distributed in checks in all  
13 likelihood under any circumstances because many of the  
14 municipalities will request contribution holidays  
15 instead.

16           HEARINGS OFFICER MITCHELL: Thank you.

17           MR. RAMSDELL: If they don't ask for that,  
18 the default is checks, that's true, but we know from  
19 the last time that many of the municipalities will ask  
20 that instead of sending us a check, just let us not  
21 pay September's, October's, whatever it is, you know,  
22 premiums.

23           HEARINGS OFFICER MITCHELL: Thank you. Let



1 us take a very brief recess. We'll go off the record.

2 (Discussion held off the record.)

3 (There was a short recess.)

4 HEARINGS OFFICER MITCHELL: All right. We're  
5 returning from a recess that the Presiding Officer  
6 asked for. I am familiar with all of the parties'  
7 positions. Is there anything further that anyone  
8 wishes to add at this time?

9 MR. VOLINSKY: No.

10 HEARINGS OFFICER MITCHELL: Okay. Well, then  
11 I'm going to adjourn this proceeding. A written order  
12 will follow in due course. With respect to these  
13 intervenors, we'll just see what happens. I mean, I  
14 have a motion before me. None of you are going to  
15 respond to it. Thank you very much. I think I  
16 already said that though, didn't I? So I have what  
17 you've filed, I've listened to what you've said today,  
18 and we'll try to get a decision to you as soon as  
19 possible. That's all that I can pledge. Thank you  
20 for your presentations today.

21 (Whereupon, the hearing was adjourned at 10:42 a.m.)

22

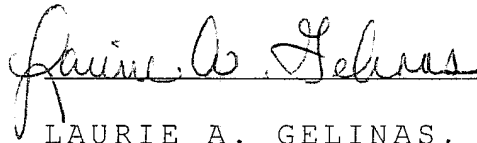
23

## C E R T I F I C A T E

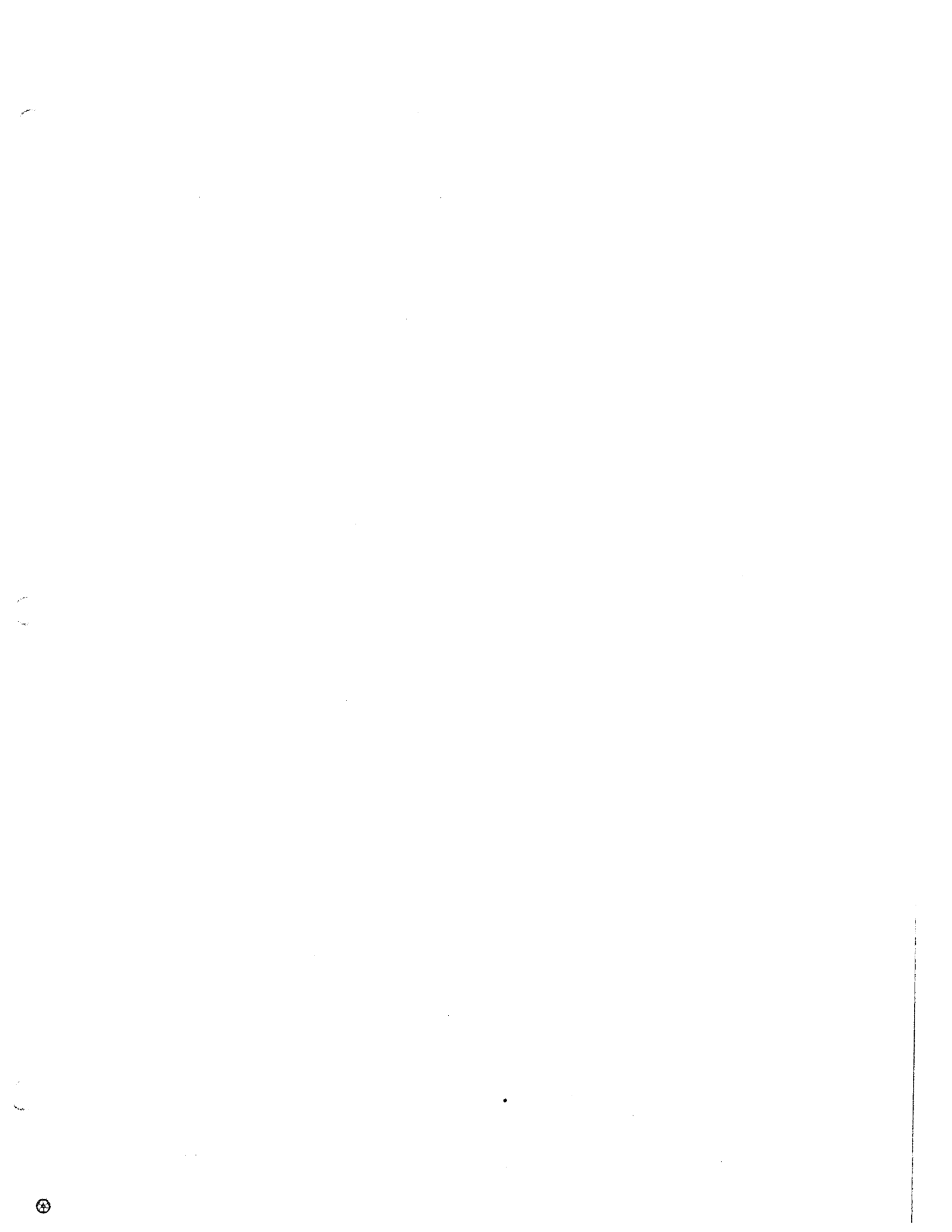
I, Laurie A. Gelinas, RPR, a Certified Shorthand Reporter and Notary Public of the State of New Hampshire, do hereby certify that the foregoing is a true and accurate transcript of my stenographic notes of the Hearing on Pending Motions In Re Local Government Center, Inc., et al, taken at the place and on the date hereinbefore set forth.

I further certify that I am neither attorney nor counsel for, nor related to or employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed in this case, nor am I financially interested in this action.

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES NOT APPLY TO ANY REPRODUCTION OF THE SAME BY ANY MEANS UNLESS UNDER THE DIRECT CONTROL AND/OR DIRECTION OF THE CERTIFYING REPORTER.



LAURIE A. GELINAS, CSCR, RPR



<b>\$</b>	448 - 12:7 46 - 2:13 4th - 25:19	affidavit - 6:16, 7:5, 25:4 affidavits - 11:21, 25:6, 25:7 affirmatively - 27:22, 33:22 afternoon - 10:17 agency - 13:22 ago - 25:7, 43:18 agree - 12:21, 13:10, 20:1, 25:8, 31:12, 33:16, 47:20, 47:21 agreement - 6:13, 6:14, 7:9, 8:16, 8:21, 9:12, 9:15, 9:19, 9:21, 10:2, 10:11, 10:18, 10:19, 11:14, 11:20, 12:12, 12:16, 12:22, 12:23, 13:5, 14:8, 14:11, 14:12, 14:15, 14:19, 14:22, 16:7, 16:8, 16:11, 17:12, 17:13, 17:15, 18:16, 21:15, 22:21, 22:23, 23:5, 23:9, 23:21, 24:1, 24:5, 24:11, 25:9, 26:19, 27:5, 27:7, 27:18, 28:21, 30:9, 30:12, 30:19, 30:20, 30:23, 32:3, 32:7, 33:1, 33:17, 34:5, 34:15, 34:17, 34:19, 35:2, 35:9, 36:6, 36:9, 36:13, 36:14, 36:16, 36:18, 38:1, 38:6, 38:10, 38:11, 39:2, 40:17, 42:18, 42:23, 43:15, 43:18, 43:20, 43:22, 45:6, 45:18 agreements - 41:23, 42:1 AI - 1:11 ai - 4:6, 50:8 allowable - 30:13 allowed - 12:18, 12:20, 38:16 allowing - 7:7 almost - 12:5, 16:22 ambiguous - 14:11 amendment - 28:15 amount - 15:4, 18:1, 47:23, 48:9 analysis - 8:18, 14:10 Andru - 2:5, 4:14 answer - 19:13 anticipate - 4:11, 6:19, 13:8 apologize - 47:9 appeal - 21:18 appealed - 13:11, 39:19 appear - 43:9 appearance - 38:7 Appearances - 2:1 appeared - 14:19 appended - 9:3 Apply - 50:18 appropriate - 10:9, 23:3, 35:7 approval - 40:13, 43:17, 43:22, 44:1 approved - 36:8 April - 14:16, 17:8, 25:17, 25:20, 34:8, 35:14 arguably - 11:5 argued - 17:11, 39:21 argues - 26:18 arguing - 38:8 argument - 7:13, 24:2, 32:6, 32:15, 32:17, 42:5 arguments - 13:8, 31:11, 38:13	448 - 12:7 46 - 2:13 4th - 25:19	<b>5</b>	5 - 9:13, 43:8 5-b - 10:7, 21:22, 22:3, 22:4, 22:7, 22:18, 22:22, 23:1, 23:2, 26:8, 26:10, 26:23, 29:1, 29:10, 29:13, 29:17, 30:23, 33:23, 37:9, 38:21, 39:4 5-b,vi - 22:5	<b>6</b>	6 - 15:16, 15:19 603-230-3373 - 2:19 603-271-1463 - 2:8 603-625-6464 - 3:2 603-856-7489 - 2:14 617 - 2:18 6th - 10:17, 29:5	<b>7</b>	7 - 9:20 73 - 9:1 78 - 11:17 79 - 12:19	<b>9</b>	9 - 1:19 900 - 3:1 9:04 - 1:19 9:12 - 4:4 9th - 4:4	<b>A</b>	able - 19:6 absence - 6:17 absent - 44:11 Absent - 37:15 absolutely - 30:12 Absolutely - 41:22 accomplished - 12:5 according - 11:19 accurate - 20:3, 50:6 act - 31:2 action - 12:11, 27:2, 46:7, 50:12, 50:16 actions - 32:2 active - 31:22, 31:23, 33:2 activities - 9:19, 11:7, 45:2 actual - 16:21, 16:22, 21:12, 47:4 actuarial - 35:19, 46:5 actuaries - 46:12, 46:15, 46:20, 46:21 add - 31:3, 31:6, 49:8 additional - 6:10, 8:19, 11:22, 15:11, 20:7, 35:17, 40:7 address - 7:4, 20:17, 30:22, 33:11 addressed - 46:23 adjourn - 49:11 adjourned - 49:21 administrative - 13:22, 46:3, 46:8 Adrian - 2:6, 4:18, 5:7 adrian.larochelle@ sos.nh.gov - 2:9 adverse - 38:8 advised - 11:8	arise - 39:14 arrangements - 15:15 aspect - 45:4 assertion - 47:20 assesses - 17:5 assessing - 46:6 assessment - 17:4, 20:3 Assessors' - 19:15 assets - 9:16, 10:4, 10:20, 33:19, 45:21, 47:6, 48:3 assumed - 26:13 attachments - 15:16, 15:20 attempted - 30:19 attention - 20:15 attorney - 4:18, 5:8, 19:9, 50:11, 50:14 Attorney - 4:20, 31:21, 33:3, 35:2, 42:17 attorney's - 33:2 attorneys' - 23:22 audio - 4:23 August - 22:2, 22:6 authority - 24:22 authorized - 11:2, 29:11 availability - 27:13 available - 29:22, 37:21, 47:19 Avenue - 20:10 avoid - 28:15 awarded - 23:22 aware - 9:23, 11:10	45:2, 45:9, 45:11, 45:16, 45:19, 46:5 Board's - 36:10 Boards - 39:1 boards - 9:3, 13:7, 24:4, 24:18, 24:20, 26:7, 38:20 bodies - 11:8, 39:5 books - 17:2 borrow - 18:10 borrowed - 18:3 Box - 2:18 Bragdon - 15:19 breaches - 13:18 breakdown - 16:18 Brief - 37:3, 44:23 brief - 31:7, 49:1 briefly - 33:11 brought - 15:11 Bruce - 2:23, 5:14 bruce.felmy@mclane. com - 3:3 Bsr - 4:10, 15:20, 15:22, 18:11, 23:22, 31:9, 31:17 Bsr's - 6:4, 22:11, 24:2, 40:13 build - 41:16 build-up - 41:16 building - 20:7, 20:11, 20:17, 20:20, 20:22, 21:2 Building - 1:17 built - 41:11 burdens - 7:14 Bureau - 1:3, 2:3, 2:5, 4:8, 4:17, 4:19, 5:3, 5:6, 6:1, 6:4, 7:9, 15:1, 18:5, 21:9, 21:14, 22:15, 23:6, 26:18, 28:11, 30:3, 37:7, 40:5, 41:21, 42:1, 43:18, 43:23, 44:12 Bureau's - 8:8, 30:5, 37:10, 37:15, 38:23, 41:9, 43:17 business - 31:22, 37:20, 43:14 buy - 37:14 bylaws - 24:4, 24:19, 24:20	<b>B</b>	B-3 - 39:17 balance - 17:7 bankruptcy - 27:11, 27:13, 27:16 Bar - 19:10 Barry - 5:5 based - 8:14 Based - 8:22 basis - 13:16 became - 9:15, 10:11, 14:19, 21:16 begin - 7:11 beginning - 4:10, 26:13 behalf - 5:9, 5:11, 10:10 behind - 20:10, 20:22 belie - 31:23 beliefs - 45:7 bell - 32:15, 32:16 below - 20:16 benefit - 38:2 benefits - 13:13 Bernstein - 2:9, 4:15, 4:16 best - 28:14, 35:8, 46:6 better - 19:7 between - 8:16, 14:3, 16:19, 20:21, 21:15, 25:23, 39:14, 41:21 beyond - 14:8 board - 9:8, 24:16, 24:17, 24:22, 25:10, 25:11, 25:13, 28:18, 39:18 Board - 9:10, 24:6, 24:8, 24:12, 25:1, 25:8, 32:1, 33:2, 33:22, 34:3, 34:6, 34:13, 34:15, 34:17, 34:20, 34:23, 35:4, 35:17, 35:22, 36:2, 36:4, 36:5, 36:16, 42:9	<b>C</b>	C-2011-000036 - 1:11, 4:7 cannot - 32:15, 32:16, 39:20, 41:10 captioned - 4:5 care - 7:3, 14:20 carried - 17:2 carrying - 17:3 case - 13:10, 13:11, 23:16, 23:19, 25:1, 39:20, 50:15 Case - 1:10 cash - 11:23, 12:8, 15:4, 16:13, 17:11, 18:8, 18:13, 40:23, 41:12, 41:14 cease - 22:1, 22:15, 23:1, 33:7 ceased - 10:6 cede - 9:16 Center - 1:10, 4:6, 50:8 certainly - 23:2, 28:11, 31:12, 38:11 Certification - 50:17 Certified - 50:3 certify - 50:5, 50:10 Certifying - 50:20 cetera - 40:16
<b>0</b>	03101 - 3:2 03301 - 2:8, 2:13 03302 - 2:18	<b>1</b>	1 - 15:20, 15:21, 15:22, 17:22, 18:21, 18:22, 18:23, 19:1, 20:15, 20:23, 21:1, 47:8 1.4 - 47:5 1.5 - 47:5 1.7 - 12:6, 12:8, 40:19, 40:20, 40:22, 41:4, 47:16, 47:17, 48:4 10 - 9:20, 10:2, 21:16, 29:5 107 - 2:7 10:42 - 49:21 10th - 25:19, 33:18, 36:13 13 - 17:17, 18:15, 40:8 14.4 - 15:5 15.4 - 15:5, 16:22 16 - 22:2, 22:6 17.1 - 11:16, 11:23, 12:4, 13:21, 16:12, 16:15, 17:10, 17:20, 18:7, 18:9, 27:6, 27:8, 27:16, 27:23, 28:14, 28:17, 28:19, 40:10, 40:14, 41:11, 41:13, 43:3, 44:3, 44:9, 47:4, 47:13, 48:12	<b>2</b>	2 - 19:1, 19:16 2007 - 26:13 2010 - 36:12 2011 - 11:19, 18:2 2012 - 9:4, 22:2, 22:7, 37:12 2013 - 17:22 2014 - 1:19, 4:4, 15:16, 15:19, 17:8, 21:16 204 - 2:7 23rd - 14:16, 25:20, 34:8 25 - 2:17 2nd - 11:18, 18:2	<b>3</b>	3 - 19:1, 19:16, 19:23, 20:23 30th - 17:8, 36:5, 36:15, 45:16 33 - 1:18 33.3 - 28:3, 44:6, 48:7 3rd - 35:17	<b>4</b>	4 - 12:6, 18:22, 19:16, 19:23, 20:15, 21:1										

<p>changed - 24:19, 27:19, 34:2, 36:7  <b>changes</b> - 46:5  <b>check</b> - 12:5, 16:21, 16:22, 19:2, 48:8, 48:20  <b>checks</b> - 48:12, 48:18  <b>circumstances</b> - 27:19, 29:9, 29:22, 30:8, 32:9, 32:11, 36:7, 48:13  <b>citation</b> - 26:22  <b>cite</b> - 40:12  <b>City</b> - 3:1, 17:5, 19:15, 20:9  <b>claim</b> - 14:3, 22:4, 28:7, 30:6, 42:16  <b>claimed</b> - 21:14  <b>claiming</b> - 14:8, 14:9, 40:18  <b>Claims</b> - 37:21  <b>claims</b> - 14:7, 46:14  <b>clarifying</b> - 25:23  <b>clear</b> - 9:6, 12:20, 13:6, 13:19, 39:4  <b>close</b> - 37:19  <b>closed</b> - 23:16  <b>closing</b> - 10:16  <b>Closson</b> - 2:23, 5:17, 33:3, 33:10, 33:13, 33:14, 35:11, 35:16, 35:21, 37:1, 44:19, 44:20, 45:4, 45:10, 45:15  <b>co</b> - 38:7  <b>co-counsel</b> - 38:7  <b>colleagues</b> - 11:11  <b>combination</b> - 40:16  <b>combine</b> - 7:12  <b>Combining</b> - 14:5  <b>coming</b> - 14:1  <b>commencing</b> - 1:19  <b>comment</b> - 33:3, 37:23, 42:5  <b>commented</b> - 35:3  <b>comments</b> - 14:5, 16:4, 31:21, 42:11  <b>commercially</b> - 18:4  <b>communicate</b> - 34:7  <b>Comp</b> - 46:14  <b>comp</b> - 13:14  <b>company</b> - 20:6, 46:19  <b>compare</b> - 8:18, 13:5  <b>comparison</b> - 8:22  <b>compensation</b> - 26:14  <b>complaints</b> - 31:18  <b>complete</b> - 13:15, 19:3, 40:10  <b>completely</b> - 10:17, 30:7  <b>compliance</b> - 9:5, 18:17, 24:9, 30:7, 30:18, 38:15  <b>comply</b> - 22:6, 33:8  <b>complying</b> - 24:15  <b>comprehensive</b> - 19:4  <b>compromise</b> - 14:1  <b>concern</b> - 37:15  <b>concerned</b> - 28:19  <b>concerns</b> - 37:10  <b>Concord</b> - 1:18, 2:8, 2:13, 2:18, 17:5  <b>Concord's</b> - 19:15  <b>condition</b> - 35:6  <b>confirmed</b> - 12:2, 13:22  <b>conflicting</b> - 39:18  <b>conflicts</b> - 13:17, 39:14, 39:16  <b>conformity</b> - 37:16  <b>consent</b> - 23:18, 31:20  <b>consents</b> - 26:20, 27:1  <b>consequences</b> - 37:8</p>	<p><b>consideration</b> - 28:23  <b>considered</b> - 35:4, 36:5  <b>consistent</b> - 10:18  <b>construction</b> - 29:21  <b>consultation</b> - 18:4, 18:11  <b>contained</b> - 18:1  <b>Contemporaneously</b> - 40:9  <b>contend</b> - 12:13  <b>contention</b> - 33:14, 41:9, 47:15  <b>context</b> - 31:15, 39:3  <b>continue</b> - 6:3, 21:5, 26:5, 34:11, 34:13, 36:18, 36:19  <b>continued</b> - 34:6, 36:11  <b>continues</b> - 36:16  <b>continuing</b> - 45:17, 46:7  <b>contractually</b> - 44:13  <b>contrary</b> - 9:13, 39:21, 42:1  <b>contrast</b> - 8:18, 13:6  <b>contributed</b> - 28:9, 41:15  <b>contribution</b> - 48:10, 48:14  <b>Control</b> - 50:19  <b>copied</b> - 15:15  <b>copies</b> - 15:11, 15:14  <b>copy</b> - 15:12, 16:21, 17:7  <b>corner</b> - 18:23  <b>corporation</b> - 11:6, 20:12  <b>correct</b> - 17:16, 19:10, 21:3, 25:21, 43:4  <b>correctly</b> - 46:11  <b>Counsel</b> - 38:20  <b>counsel</b> - 4:10, 5:12, 34:20, 36:3, 38:7, 39:1, 42:10, 42:21, 50:11, 50:14  <b>couple</b> - 10:15, 42:14  <b>course</b> - 7:13, 46:6, 49:12  <b>court</b> - 13:23  <b>Court</b> - 3:5, 8:15, 21:17, 38:7, 38:14  <b>coverage</b> - 26:9, 26:15, 26:16, 27:9, 27:15, 39:11  <b>coverages</b> - 26:11  <b>credible</b> - 37:22  <b>credit</b> - 12:6, 14:16  <b>creditors</b> - 27:15  <b>critical</b> - 32:13  <b>Cscr</b> - 3:5, 50:22  <b>current</b> - 40:15, 40:23, 41:2, 41:3, 41:12, 41:14, 41:15  <b>Curro</b> - 38:11</p>	<p>35:7, 36:15  <b>decision</b> - 49:18  <b>decree</b> - 23:18  <b>deemed</b> - 22:3  <b>default</b> - 21:9, 22:12, 23:8, 30:22, 37:9, 48:18  <b>defines</b> - 44:9  <b>demonstrated</b> - 43:6, 43:7, 47:7  <b>deny</b> - 15:1  <b>denying</b> - 7:6  <b>Department</b> - 1:2  <b>deposition</b> - 50:13  <b>describe</b> - 19:17  <b>description</b> - 9:14  <b>desire</b> - 28:10  <b>desist</b> - 22:2, 22:16, 23:1  <b>desisted</b> - 33:7  <b>details</b> - 19:17  <b>determine</b> - 46:6  <b>developments</b> - 36:1  <b>deviations</b> - 45:18  <b>dfrayman@healthtrustnh.org</b> - 2:19  <b>different</b> - 7:15, 20:9, 29:18, 46:15  <b>dire</b> - 30:13, 32:9  <b>Direct</b> - 50:19  <b>direct</b> - 20:14, 45:3  <b>directed</b> - 40:11  <b>Direction</b> - 50:20  <b>direction</b> - 44:11  <b>directly</b> - 39:2  <b>Director</b> - 4:17, 16:20  <b>Directors</b> - 24:6, 24:8, 24:13, 25:1  <b>disbanded</b> - 24:6  <b>disbursement</b> - 28:4, 28:13, 44:7  <b>disclosed</b> - 41:22  <b>discuss</b> - 43:19  <b>discussed</b> - 35:4  <b>discusses</b> - 26:13  <b>Discussion</b> - 49:2  <b>discussion</b> - 35:17, 35:22, 41:21  <b>discussions</b> - 42:3  <b>disgorgement</b> - 29:15, 29:19  <b>disproportionate</b> - 29:10, 29:23, 31:1  <b>disputed</b> - 8:20  <b>disqualified</b> - 42:21  <b>disqualify</b> - 6:16, 7:6  <b>disqualifying</b> - 25:3, 25:4  <b>distinguished</b> - 44:5  <b>distribute</b> - 27:23, 40:14, 40:20, 47:23, 48:5  <b>distributed</b> - 12:1, 28:8, 28:17, 41:10, 41:14, 47:13, 48:2, 48:12  <b>distributing</b> - 28:18  <b>distribution</b> - 40:22, 47:19, 48:7, 48:11  <b>docketed</b> - 4:6  <b>document</b> - 19:3  <b>documents</b> - 16:16, 19:14, 43:6, 47:8  <b>dollar</b> - 11:16, 12:4, 17:20, 27:20, 28:3  <b>dollars</b> - 11:23, 13:21, 16:12, 27:23, 37:13, 37:17, 40:1, 40:3, 40:10, 40:14, 40:19, 40:20, 40:23, 41:5, 41:12, 41:13, 41:17, 43:3, 43:8, 43:9, 44:3, 44:6, 44:9, 48:4, 48:7, 48:12</p>	<p><b>Donald</b> - 3:4  <b>done</b> - 15:23, 21:12, 32:20, 33:8  <b>down</b> - 5:22  <b>drink</b> - 32:23  <b>due</b> - 22:5, 49:12  <b>Dumpty</b> - 11:12  <b>duties</b> - 13:18</p>	<p><b>exercised</b> - 18:6, 24:22  <b>Exhibit</b> - 15:21, 15:22, 18:21, 47:8  <b>exhibit</b> - 16:17, 20:15, 43:16  <b>exhibits</b> - 25:6  <b>exist</b> - 10:7, 13:2, 44:11  <b>existed</b> - 13:17  <b>existence</b> - 32:1, 32:8, 38:5  <b>existing</b> - 44:14  <b>exists</b> - 24:7  <b>expect</b> - 14:6  <b>expired</b> - 33:15  <b>explained</b> - 29:12  <b>explaining</b> - 9:4  <b>expressly</b> - 12:20, 17:17, 26:10  <b>extent</b> - 12:21  <b>extremely</b> - 31:1, 32:17</p>
			<b>E</b>	
			<p><b>easily</b> - 11:13  <b>easy</b> - 47:10  <b>effect</b> - 10:1, 13:4, 33:18, 34:5, 36:14, 36:19  <b>effective</b> - 10:11  <b>effectively</b> - 46:2  <b>effectuate</b> - 43:15  <b>effort</b> - 13:1, 31:17, 32:10, 32:19  <b>efforts</b> - 31:15  <b>either</b> - 10:7, 25:3, 26:17, 28:15, 39:5, 42:17, 42:22  <b>Elim</b> - 3:1  <b>employed</b> - 50:11, 50:15  <b>employee</b> - 13:13, 50:14  <b>employees</b> - 11:7, 39:15, 45:9  <b>employer's</b> - 13:13  <b>employers</b> - 39:15  <b>end</b> - 36:4  <b>ends</b> - 33:9  <b>enforce</b> - 24:10, 34:16  <b>enforcement</b> - 12:10  <b>engage</b> - 28:11, 39:6  <b>engaged</b> - 46:12  <b>enormous</b> - 29:3  <b>enter</b> - 15:8, 26:19, 36:15, 43:21  <b>entered</b> - 8:16, 12:11, 33:17, 36:12  <b>entering</b> - 32:2, 36:8  <b>entire</b> - 17:10, 24:16, 24:18  <b>entitled</b> - 22:4, 41:2, 41:16  <b>entity</b> - 18:3, 18:11  <b>entry</b> - 21:9, 22:12, 23:7, 30:22  <b>Esquire</b> - 2:5, 2:6, 2:12, 2:17, 2:23  <b>essentially</b> - 32:2, 32:8  <b>estate</b> - 12:9, 12:18, 12:23, 13:2, 17:6, 20:5, 20:6, 20:12, 41:9, 41:10, 47:1, 47:5, 47:19, 48:1  <b>et</b> - 4:6, 40:16, 50:8  <b>Et</b> - 1:11  <b>event</b> - 29:3  <b>evidence</b> - 14:10, 15:22, 24:21  <b>exact</b> - 16:17  <b>exactly</b> - 23:7, 43:23  <b>example</b> - 24:23  <b>except</b> - 39:22  <b>exception</b> - 23:13, 23:15  <b>excessive</b> - 29:10, 30:1, 31:2  <b>exclusively</b> - 9:11, 18:8  <b>Excuse</b> - 35:10  <b>executed</b> - 18:2  <b>Executive</b> - 16:19, 16:20  <b>exemption</b> - 22:19  <b>exercise</b> - 18:5</p>	
			<b>F</b>	
			<p><b>facilitated</b> - 27:6, 27:18  <b>facing</b> - 30:14, 43:7  <b>fact</b> - 24:7, 26:10, 26:11, 27:18, 40:7, 42:20  <b>facts</b> - 6:6, 6:8, 6:10, 8:19, 8:21, 11:22, 31:23  <b>factually</b> - 24:4  <b>failures</b> - 22:6  <b>faith</b> - 18:7, 30:17, 32:20  <b>fall</b> - 32:7  <b>familiar</b> - 20:2, 33:5, 45:4, 49:6  <b>far</b> - 44:3  <b>fault</b> - 39:1  <b>favor</b> - 25:10, 28:13  <b>February</b> - 21:8, 35:2, 35:12, 35:13, 35:19  <b>fees</b> - 23:22, 33:2  <b>Felmy</b> - 2:23, 5:14, 6:23, 7:1, 7:21, 7:22, 31:5, 31:7, 36:22, 37:1, 42:3, 44:17, 44:18, 45:3, 45:10  <b>few</b> - 43:9  <b>fiduciary</b> - 13:18  <b>fight</b> - 28:11  <b>file</b> - 8:5, 27:10  <b>filed</b> - 6:8, 6:12, 6:15, 8:7, 10:19, 11:20, 11:21, 21:9, 21:13, 24:23, 30:4, 31:9, 49:17  <b>final</b> - 8:14, 8:22, 8:23, 9:6, 11:17, 12:17, 16:9, 17:17, 18:12, 18:14, 18:15, 18:17, 21:18, 21:21, 22:17, 22:21, 23:1, 24:2, 24:18, 26:6, 26:8, 26:11, 26:12, 26:18, 26:23, 28:3, 29:6, 30:8, 30:10, 33:8, 38:15, 39:20, 40:12, 44:5, 44:9  <b>finally</b> - 17:6, 44:2  <b>financial</b> - 32:9, 35:6  <b>financially</b> - 27:20, 50:15  <b>finer</b> - 29:14, 29:19  <b>Firm</b> - 2:12, 5:10  <b>firm</b> - 4:14, 4:16, 5:15, 5:18  <b>First</b> - 21:20  <b>first</b> - 4:12, 7:4, 7:10, 7:15, 8:1, 10:23, 19:18, 38:1  <b>follow</b> - 49:12  <b>followed</b> - 28:5, 36:3</p>	
	<b>D</b>			
	<p><b>D1</b> - 9:13  <b>database</b> - 19:15  <b>date</b> - 10:1, 21:16, 25:21, 35:12, 35:14, 35:15, 37:22, 50:9  <b>dated</b> - 9:4  <b>dates</b> - 26:2  <b>David</b> - 2:16, 2:17, 5:12  <b>deal</b> - 10:22, 41:4  <b>dealing</b> - 10:3, 34:22  <b>deals</b> - 45:11  <b>December</b> - 17:22  <b>decided</b> - 28:18, 34:17,</p>			

<p>following - 18:23, 35:23  <b>footage</b> - 19:17  <b>forced</b> - 27:10  <b>foregoing</b> - 50:5  <b>Foregoing</b> - 50:17  <b>formal</b> - 34:8  <b>formally</b> - 12:22  <b>former</b> - 12:11, 28:9, 41:4, 41:11, 41:16, 44:4  <b>forth</b> - 16:19, 22:22, 34:14, 50:9  <b>fortunate</b> - 32:11  <b>forward</b> - 46:2  <b>frankly</b> - 21:10, 23:17, 27:14, 28:2, 28:10, 28:14, 37:22, 44:4  <b>Friday</b> - 6:15, 10:17, 11:5, 27:21  <b>front</b> - 43:16  <b>Frydman</b> - 2:16, 2:17, 5:11, 5:12, 19:6, 19:9, 19:11, 19:14, 20:4, 20:16, 20:19, 21:3, 38:6, 42:17, 46:11, 46:13, 46:18  <b>full</b> - 40:11, 47:23  <b>fully</b> - 9:21, 14:12  <b>funds</b> - 18:2, 47:1, 47:18, 47:20, 48:5  <b>Furthermore</b> - 13:19, 34:2  <b>future</b> - 17:19</p>	<p>9:19, 10:6, 10:21, 12:1, 15:18, 16:20, 17:21, 21:15, 22:16, 22:20, 23:6, 23:13, 24:3, 24:11, 24:14, 24:17, 24:23, 25:7, 26:20, 27:12, 27:22, 28:10, 30:4, 31:8, 31:16, 32:16, 33:20, 34:7, 34:9, 34:18, 35:1, 35:5, 40:2, 40:3, 40:8, 40:10, 40:14, 42:18, 43:3, 43:17, 44:4, 44:11, 45:6, 45:21  <b>Healthtrust's</b> - 6:2, 6:4, 7:5, 8:4, 8:9, 15:16, 25:10, 28:17, 30:15, 31:10, 40:23, 48:3  <b>hear</b> - 11:11  <b>heard</b> - 12:2, 12:3  <b>Hearing</b> - 1:15, 1:17, 38:2, 50:7  <b>hearing</b> - 5:21, 8:8, 12:10, 19:4, 37:12, 37:21, 43:14, 49:21  <b>Hearings</b> - 3:4, 4:3, 4:22, 5:20, 6:21, 6:23, 7:2, 7:19, 7:21, 7:23, 8:6, 8:11, 15:7, 15:13, 15:17, 15:23, 16:3, 18:19, 19:8, 19:12, 19:22, 20:14, 20:23, 21:4, 22:8, 22:13, 25:15, 25:22, 26:4, 31:4, 33:13, 35:10, 35:20, 36:21, 36:23, 41:6, 41:19, 42:6, 42:12, 44:16, 44:19, 44:21, 45:1, 45:12, 46:10, 46:16, 46:22, 47:10, 47:14, 47:17, 47:22, 48:16, 48:23, 49:4, 49:10  <b>held</b> - 1:17, 49:2  <b>hereby</b> - 50:5  <b>hereinbefore</b> - 50:9  <b>hidden</b> - 17:9  <b>highest</b> - 13:22  <b>historical</b> - 13:16  <b>hocus</b> - 43:12  <b>holds</b> - 20:6  <b>holidays</b> - 48:10, 48:14  <b>hopefully</b> - 25:12  <b>horse</b> - 32:22  <b>hour</b> - 37:20, 43:14  <b>House</b> - 2:7  <b>housing</b> - 39:17  <b>Ht</b> - 6:3, 8:17, 11:16, 14:9, 14:17, 14:20, 46:12  <b>Humpty</b> - 11:12  <b>hurt</b> - 30:15, 30:16</p>	<p><b>includes</b> - 13:1  <b>including</b> - 31:16, 33:1, 35:1  <b>increases</b> - 48:3  <b>Indeed</b> - 37:10  <b>indeed</b> - 10:16, 41:23  <b>independent</b> - 9:3, 9:8, 18:3, 18:11  <b>indicated</b> - 10:16  <b>individuals</b> - 37:14  <b>inevitably</b> - 38:8  <b>information</b> - 35:5, 35:18, 35:21, 46:8  <b>initial</b> - 25:19  <b>inquiry</b> - 18:20, 25:19  <b>insolvency</b> - 30:14, 38:9, 39:23, 43:7, 43:11  <b>insolvent</b> - 27:7, 27:10, 39:22  <b>instead</b> - 41:16, 48:15, 48:20  <b>insurance</b> - 10:9, 10:10, 10:13, 37:14, 38:22, 39:6, 39:15, 45:7  <b>insured</b> - 38:22  <b>insurer</b> - 39:7  <b>integrated</b> - 9:21, 14:13  <b>intend</b> - 7:1, 15:7  <b>intended</b> - 47:2  <b>intends</b> - 44:11  <b>intent</b> - 13:18  <b>interest</b> - 32:18, 35:8, 40:19, 40:21  <b>interested</b> - 50:15  <b>interests</b> - 9:9, 9:11, 36:11, 36:17, 39:14, 42:8  <b>interim</b> - 11:6  <b>interpreted</b> - 9:7, 39:17  <b>intervene</b> - 6:18  <b>intervenor</b> - 49:13  <b>introduce</b> - 4:11, 5:2  <b>involved</b> - 34:22, 39:2  <b>involving</b> - 33:11  <b>issue</b> - 20:13, 21:20, 21:23, 22:15, 23:20, 28:16, 28:23, 43:5, 47:1  <b>issued</b> - 9:1  <b>issues</b> - 14:3, 23:10, 33:11, 42:4, 46:5  <b>issuing</b> - 45:7  <b>itself</b> - 14:12, 16:9, 21:14, 48:1</p>	<p><b>laid</b> - 29:21, 32:10  <b>land</b> - 20:22  <b>language</b> - 10:2, 10:3, 14:14, 29:15  <b>Larochelle</b> - 2:6, 4:18, 5:2, 5:7  <b>last</b> - 10:19, 11:5, 21:5, 32:7, 35:11, 37:20, 41:7, 43:9, 43:14, 48:19  <b>lastly</b> - 6:17  <b>late</b> - 8:16, 37:22, 46:19  <b>Laurie</b> - 3:5, 50:3, 50:22  <b>Law</b> - 2:12, 2:16, 5:10  <b>law</b> - 4:14, 4:16, 5:15, 13:11, 29:12, 29:16, 29:18, 30:11, 37:16, 39:20  <b>lawsuit</b> - 28:15, 28:16  <b>lead</b> - 32:22, 38:9  <b>learned</b> - 48:6  <b>least</b> - 18:22, 38:19, 43:16  <b>led</b> - 37:11  <b>legal</b> - 30:13  <b>Legislative</b> - 1:17  <b>legitimately</b> - 33:6  <b>less</b> - 43:8  <b>letter</b> - 9:4, 9:5, 15:16, 15:19, 22:10, 34:8, 43:21  <b>letters</b> - 10:16, 12:3, 16:19  <b>Lgc</b> - 9:5, 12:11, 13:23, 14:6, 15:2, 17:18, 17:20  <b>Lgc's</b> - 21:17  <b>liabilities</b> - 9:17, 10:5, 10:21, 33:19  <b>Liability</b> - 46:14  <b>liability</b> - 2:21, 4:9, 5:16, 5:18, 6:6, 6:9, 6:14, 17:18, 32:8, 36:20  <b>liberty</b> - 13:23  <b>licensed</b> - 19:9  <b>likelihood</b> - 48:13  <b>Likewise</b> - 9:9  <b>limited</b> - 14:14  <b>line</b> - 26:14, 46:21  <b>lines</b> - 26:9, 26:16, 39:13, 39:18, 46:17, 46:20  <b>list</b> - 5:22, 39:10  <b>listened</b> - 49:17  <b>litigated</b> - 46:3  <b>litigation</b> - 32:4, 42:20  <b>Llc</b> - 17:18, 46:19  <b>Local</b> - 1:10, 4:5, 50:7  <b>location</b> - 12:8, 20:17  <b>look</b> - 7:9, 7:15, 16:16, 17:17, 43:21  <b>Loss</b> - 29:12, 30:23  <b>loss</b> - 29:17, 37:9</p>	<p><b>marked</b> - 15:20, 15:22, 16:17, 18:21  <b>material</b> - 8:20, 19:19, 19:20, 26:2  <b>Matter</b> - 1:9, 4:5  <b>matter</b> - 4:4, 7:17, 9:1, 25:10, 26:23, 32:21, 33:9, 37:19, 38:16, 39:13, 45:5, 47:11, 48:3  <b>matters</b> - 7:4, 42:20, 46:9  <b>Mbiu</b> - 20:17  <b>McLane</b> - 2:22, 5:15, 5:18  <b>mean</b> - 45:12, 49:13  <b>Means</b> - 50:19  <b>means</b> - 40:22, 41:2  <b>meeting</b> - 35:23, 36:3, 36:5  <b>members</b> - 9:9, 9:12, 10:11, 10:13, 10:14, 11:3, 12:1, 12:11, 26:21, 27:15, 28:1, 28:4, 28:8, 28:9, 30:15, 34:4, 35:8, 36:12, 37:13, 40:15, 40:21, 41:2, 41:4, 41:10, 41:11, 41:15, 41:16, 42:8, 44:4, 44:14, 45:19, 46:7, 47:13, 47:23, 48:2, 48:5, 48:8  <b>members'</b> - 36:17  <b>mention</b> - 6:17  <b>mentioned</b> - 8:3  <b>merely</b> - 19:17  <b>meritless</b> - 32:17  <b>merits</b> - 42:16  <b>Michael</b> - 2:12, 5:10  <b>Middleton</b> - 2:22, 5:16  <b>Milliman</b> - 46:18  <b>million</b> - 11:16, 11:23, 12:4, 12:6, 12:8, 12:9, 12:19, 13:21, 16:12, 16:15, 16:22, 17:10, 17:20, 18:7, 18:9, 27:6, 27:8, 27:16, 27:20, 27:23, 28:3, 28:14, 28:17, 28:19, 37:13, 37:16, 39:23, 40:3, 40:10, 40:14, 40:19, 40:20, 40:22, 41:5, 41:12, 41:13, 41:17, 43:3, 43:8, 44:3, 44:6, 44:9, 47:4, 47:5, 47:13, 47:18, 48:4, 48:7, 48:12  <b>mind</b> - 7:14, 9:9, 25:21, 32:21  <b>minute</b> - 18:18, 28:22  <b>miraculously</b> - 43:9  <b>mismanagement</b> - 37:11, 38:19  <b>missed</b> - 8:3  <b>misspoke</b> - 15:5  <b>misspoken</b> - 15:4  <b>mistaken</b> - 12:17  <b>misunderstood</b> - 47:9  <b>Mitchell</b> - 3:4, 4:3, 4:13, 4:22, 5:20, 6:21, 6:23, 7:2, 7:19, 7:21, 7:23, 8:6, 8:11, 15:7, 15:13, 15:23, 16:3, 16:11, 18:19, 19:8, 19:12, 19:22, 20:14, 20:23, 21:4, 22:8, 22:13, 25:15, 25:22, 26:4, 31:4, 33:13, 35:10, 35:20, 36:21, 36:23, 41:6, 41:19, 42:6, 42:12, 44:16, 44:19, 44:21, 45:1, 45:12, 46:10, 46:16, 46:22, 47:10,</p>
<b>G</b>				
<p><b>Gary</b> - 4:16  <b>Gelinas</b> - 3:5, 50:3, 50:22  <b>General</b> - 38:20  <b>general</b> - 5:12, 42:21  <b>General's</b> - 4:20  <b>gentlemen</b> - 5:21, 7:3, 7:8  <b>given</b> - 12:4, 14:16, 23:6, 36:7, 48:9  <b>Glennon</b> - 4:16, 5:2, 5:5  <b>goal</b> - 42:7  <b>govern</b> - 13:7  <b>governance</b> - 38:21  <b>governed</b> - 13:15  <b>governing</b> - 24:4, 39:5  <b>Government</b> - 1:10, 4:6, 50:8  <b>governmental</b> - 11:2, 11:8  <b>governs</b> - 9:8, 9:10  <b>Graf</b> - 2:22, 5:15  <b>grant</b> - 14:23, 29:7  <b>group</b> - 28:1, 28:4, 44:7, 44:10  <b>guess</b> - 28:22, 44:2</p>				
<b>H</b>				
<p><b>Hall</b> - 3:1  <b>Hampshire</b> - 1:1, 1:18, 2:3, 2:4, 5:5, 8:15, 21:17, 22:3, 22:5, 22:7, 50:5  <b>hand</b> - 18:23  <b>handed</b> - 10:15  <b>handled</b> - 45:22  <b>handing</b> - 45:6  <b>hard</b> - 32:5  <b>Health</b> - 46:17, 46:20  <b>health</b> - 46:20  <b>Healthtrust</b> - 2:11, 4:8, 5:9, 5:11, 5:12, 6:8, 6:12, 6:15, 9:10, 9:11, 9:17,</p>	<p><b>identifiable</b> - 28:1  <b>identified</b> - 28:5, 40:15, 44:7, 44:8  <b>ignorant</b> - 37:8  <b>lil</b> - 39:4, 39:10  <b>immune</b> - 37:8  <b>important</b> - 10:22, 21:11, 24:12, 42:15, 42:23  <b>importantly</b> - 25:5  <b>improper</b> - 18:16  <b>improving</b> - 32:12  <b>inaccuracy</b> - 38:12  <b>inappropriate</b> - 40:5, 42:4  <b>Inc</b> - 1:11, 2:11, 2:21, 4:6, 4:8, 4:9, 5:9, 5:11, 5:13, 5:16, 5:19, 45:6, 50:8</p>	<p><b>January</b> - 10:1, 10:12, 11:4, 21:16, 29:5, 33:18, 36:13  <b>joined</b> - 6:7, 6:10, 6:12, 6:14, 31:8, 31:10, 40:8  <b>Jr</b> - 2:6  <b>judgment</b> - 6:2, 6:5, 6:9, 7:11, 8:5, 8:9, 8:14, 8:17, 12:14, 15:1, 15:2, 29:8, 31:9, 31:11  <b>June</b> - 1:19, 4:4, 11:18, 15:16, 15:19, 18:2, 29:5</p>	<b>M</b>	
<b>H</b>		<b>K</b>		
<b>H</b>		<b>L</b>		

<p>47:14, 47:17, 47:22, 48:16, 48:23, 49:4, 49:10  <b>model</b> - 10:9  <b>modification</b> - 9:22  <b>modifications</b> - 9:23  <b>modified</b> - 9:22, 14:13  <b>moment</b> - 37:1, 37:4, 44:22  <b>Monday</b> - 1:19  <b>money</b> - 12:16, 28:20, 37:21  <b>monies</b> - 32:19  <b>monitor</b> - 34:4, 34:6, 34:14, 36:17, 45:17  <b>monitoring</b> - 9:18, 14:9, 24:9  <b>month</b> - 25:7  <b>months</b> - 14:18, 21:13, 39:22, 43:10  <b>moot</b> - 23:10, 23:21, 37:19, 40:18  <b>mooting</b> - 13:4  <b>mootness</b> - 10:23  <b>morning</b> - 4:3, 4:7, 5:14, 10:15, 12:4  <b>most</b> - 17:7  <b>motion</b> - 6:1, 6:5, 6:8, 6:11, 6:15, 6:18, 7:5, 7:7, 7:11, 8:4, 8:9, 12:14, 14:5, 21:9, 21:12, 21:14, 22:11, 23:7, 23:10, 23:15, 23:21, 23:23, 29:8, 30:4, 30:22, 31:9, 31:10, 36:8, 38:13, 49:14  <b>Motions</b> - 1:15, 50:7  <b>motions</b> - 7:13, 14:6, 25:1, 32:4  <b>move</b> - 18:20, 21:6  <b>moved</b> - 8:13  <b>moving</b> - 7:10, 25:3  <b>mramsdell@ramsellawfirm.com</b> - 2:14  <b>multiple</b> - 26:9, 26:11, 26:16, 39:17  <b>municipal</b> - 10:8, 45:19  <b>municipalities</b> - 28:6, 48:14, 48:19  <b>must</b> - 11:1, 18:8, 18:13, 31:14  <b>muted</b> - 38:16</p>	<p><b>Number</b> - 1:10, 15:21  <b>number</b> - 14:7, 40:8, 46:2</p> <p style="text-align: center;"><b>O</b></p> <p><b>objection</b> - 6:4, 6:7, 7:12, 7:16, 8:4, 8:8, 15:10, 15:18, 31:8  <b>obligated</b> - 44:13  <b>obligation</b> - 18:1, 24:9, 27:17, 27:21  <b>obligations</b> - 24:15, 27:9, 27:15, 34:3, 34:14  <b>observer</b> - 4:21  <b>obstinate</b> - 42:2  <b>obtain</b> - 39:6  <b>obviously</b> - 31:8  <b>occasion</b> - 24:23  <b>occurred</b> - 27:2, 29:1, 37:19  <b>October</b> - 8:16, 9:12, 12:12, 13:5, 14:8, 14:11, 14:22, 36:12, 38:1  <b>October's</b> - 48:21  <b>offer</b> - 26:11, 26:21, 39:13  <b>offered</b> - 26:15, 30:21, 39:11  <b>Office</b> - 1:17, 2:16  <b>office</b> - 4:20, 20:11  <b>Officer</b> - 3:4, 4:3, 4:22, 5:20, 6:16, 6:21, 6:23, 7:2, 7:6, 7:14, 7:19, 7:21, 7:23, 8:6, 8:11, 15:7, 15:13, 15:17, 15:23, 16:3, 18:19, 19:8, 19:12, 19:22, 20:14, 20:23, 21:4, 22:8, 22:13, 25:3, 25:5, 25:15, 25:22, 26:4, 28:12, 31:4, 33:13, 35:10, 35:20, 36:21, 36:23, 38:2, 41:6, 41:19, 42:6, 42:12, 44:12, 44:16, 44:19, 44:21, 45:1, 45:12, 46:10, 46:16, 46:22, 47:10, 47:14, 47:17, 47:22, 48:16, 48:23, 49:4, 49:5, 49:10  <b>Officer's</b> - 40:13  <b>offing</b> - 23:18  <b>Once</b> - 10:11  <b>once</b> - 10:21, 19:4  <b>One</b> - 8:2, 20:6, 20:7, 31:23  <b>one</b> - 13:12, 13:13, 14:19, 15:10, 15:12, 18:22, 20:10, 20:17, 20:19, 20:20, 30:2, 39:12  <b>ongoing</b> - 28:16  <b>operate</b> - 22:4, 36:19  <b>operating</b> - 22:2, 22:17  <b>operation</b> - 13:3, 31:22, 37:15, 45:13  <b>operational</b> - 46:8  <b>operations</b> - 10:5, 11:7, 39:8  <b>operative</b> - 9:15, 10:1, 10:12, 14:19, 21:16  <b>opinion</b> - 21:17, 32:5  <b>opposed</b> - 47:1  <b>oral</b> - 7:13  <b>order</b> - 7:3, 8:14, 8:22, 9:1, 9:7, 11:17, 12:13, 12:17, 13:16, 13:19, 13:20, 13:21, 14:1, 16:9, 17:17, 18:13, 18:14, 18:15, 18:17, 20:8, 21:9, 21:18, 21:20, 21:21</p>	<p>22:1, 22:3, 22:7, 22:12, 22:16, 22:17, 22:21, 23:1, 23:2, 23:8, 23:17, 23:20, 24:2, 24:18, 26:6, 26:8, 26:11, 26:12, 26:18, 26:19, 26:23, 28:3, 28:5, 29:6, 30:8, 30:10, 30:18, 31:13, 31:20, 33:9, 38:15, 40:12, 43:14, 44:5, 44:9, 49:11  <b>ordered</b> - 28:7  <b>organization</b> - 35:6  <b>organized</b> - 17:19, 17:22  <b>ought</b> - 32:21  <b>outreach</b> - 25:11  <b>outset</b> - 22:14, 37:7  <b>oversee</b> - 34:3, 34:6, 34:13, 36:11, 36:16, 45:17  <b>overseeing</b> - 33:21  <b>own</b> - 27:14  <b>owned</b> - 20:11</p> <p style="text-align: center;"><b>P</b></p> <p><b>package</b> - 17:1  <b>page</b> - 9:1, 9:20, 11:17, 12:19, 18:22, 18:23, 19:19, 20:15, 20:23, 21:1  <b>Page</b> - 19:23  <b>pages</b> - 17:4, 18:21, 19:1, 19:16, 19:20, 19:21, 20:4  <b>Pages</b> - 19:15  <b>paid</b> - 12:16  <b>paper</b> - 21:13  <b>papers</b> - 16:18  <b>paragraph</b> - 17:17, 18:15, 21:23, 22:9, 22:10  <b>parcel</b> - 20:7, 20:11, 20:19, 20:22, 21:1  <b>parcels</b> - 19:16  <b>Park</b> - 2:17, 12:7  <b>parking</b> - 20:8  <b>parole</b> - 14:10  <b>part</b> - 6:11, 12:18, 12:21, 17:1, 33:15, 40:17, 41:8  <b>partial</b> - 27:11  <b>participated</b> - 33:17  <b>parties</b> - 4:7, 7:15, 9:23, 12:21, 13:23, 14:6, 15:2, 17:3, 30:2, 30:16, 31:19, 43:13, 43:16, 50:12  <b>parties'</b> - 49:6  <b>partner</b> - 33:10  <b>party</b> - 6:18, 7:10, 30:10, 42:22  <b>pass</b> - 40:4  <b>Patrick</b> - 2:23, 5:17, 33:4, 33:10  <b>pause</b> - 37:3, 44:23  <b>Pavlochek</b> - 38:12  <b>pay</b> - 33:1, 40:10, 41:4, 48:21  <b>payback</b> - 41:8  <b>payment</b> - 11:16, 11:18, 11:19, 11:22, 17:23, 28:4, 32:12, 40:11  <b>payments</b> - 27:12  <b>Pembroke</b> - 20:10  <b>penalty</b> - 29:16, 29:17  <b>Pending</b> - 1:15, 50:7  <b>perfectly</b> - 9:6  <b>Perhaps</b> - 11:9  <b>period</b> - 21:13, 25:16, 29:5, 34:11</p>	<p><b>permits</b> - 39:8  <b>personal</b> - 38:5  <b>personnel</b> - 10:5  <b>perspective</b> - 36:10  <b>Peter</b> - 15:19, 46:19  <b>pick</b> - 35:12  <b>pieces</b> - 20:5, 32:13  <b>place</b> - 16:7, 24:16, 24:17, 35:22, 36:4, 38:10, 50:8  <b>plainly</b> - 31:23  <b>Plaza</b> - 3:1  <b>pleading</b> - 9:3, 23:14, 29:21  <b>pleadings</b> - 5:22, 14:7, 22:20, 26:18, 28:21, 43:6  <b>pled</b> - 27:22  <b>pledge</b> - 49:19  <b>Plt</b> - 6:7, 6:12, 8:17, 9:8, 9:9, 9:16, 9:18, 10:4, 10:12, 10:22, 10:23, 11:3, 11:16, 13:2, 13:14, 14:9, 16:21, 21:16, 22:16, 22:20, 23:6, 23:13, 24:3, 24:7, 24:16, 25:8, 26:13, 26:15, 26:20, 27:7, 27:10, 30:4, 30:14, 31:15, 31:22, 32:7, 32:15, 32:16, 33:16, 33:20, 33:21, 33:22, 34:2, 34:5, 34:13, 34:15, 34:17, 34:20, 34:22, 35:4, 35:17, 35:22, 36:2, 36:10, 38:9, 39:9, 39:22, 39:23, 40:1, 40:9, 42:18, 43:3, 43:7, 45:2, 45:9, 45:16, 45:19  <b>Plt's</b> - 10:21, 14:16, 24:6, 24:9, 24:12, 24:22, 25:1, 25:11, 25:13, 27:14, 30:15, 33:11, 33:14  <b>Po</b> - 2:18  <b>pocus</b> - 43:12  <b>point</b> - 8:23, 10:23, 14:15, 17:9, 18:7, 23:11, 25:13, 28:10, 31:18, 33:22, 34:1, 34:2, 34:15, 36:19, 37:18, 42:15, 43:2, 44:2  <b>pointed</b> - 15:3, 33:6  <b>pointing</b> - 8:7  <b>points</b> - 10:22, 42:14  <b>political</b> - 10:8, 10:10, 39:5  <b>pool</b> - 10:6, 10:14, 11:1, 11:4, 11:9, 13:3, 17:21, 33:15, 33:23, 39:8, 39:9, 39:12  <b>pooled</b> - 9:2, 45:14  <b>pools</b> - 10:6, 11:1, 13:8, 13:12, 13:15, 22:4, 37:9, 37:14, 37:16, 39:12, 41:22  <b>portion</b> - 9:6, 13:20  <b>position</b> - 31:19, 32:3  <b>positions</b> - 49:7  <b>possible</b> - 49:19  <b>powers</b> - 18:6  <b>practical</b> - 48:2  <b>prayer</b> - 21:23, 22:11  <b>preceded</b> - 35:16  <b>preclude</b> - 27:5  <b>precluded</b> - 27:17  <b>premiums</b> - 48:22  <b>present</b> - 4:19, 12:13  <b>presentations</b> - 49:20  <b>Presiding</b> - 6:16, 7:6, 7:13, 25:3, 25:5, 28:12, 40:13, 44:12, 49:5</p>	<p><b>press</b> - 11:20, 12:2, 12:3  <b>principles</b> - 29:20  <b>problem</b> - 38:17  <b>proceed</b> - 7:7  <b>proceeding</b> - 5:23, 7:16, 14:21, 25:12, 27:14, 33:5, 40:18, 49:11  <b>proceedings</b> - 6:3, 34:21, 46:3  <b>process</b> - 33:16, 45:20, 46:1  <b>program</b> - 9:8, 9:10, 17:21, 26:9, 26:10, 26:15, 34:11, 36:20, 38:9, 45:14  <b>programs</b> - 9:2, 9:5, 26:7, 33:21, 37:11, 38:14, 38:21, 40:1, 40:2, 40:4  <b>prohibit</b> - 26:8, 39:17  <b>prompted</b> - 35:22  <b>properly</b> - 11:9, 45:22  <b>properties</b> - 20:10  <b>Property</b> - 2:21, 4:9, 5:16, 5:18, 6:6, 6:9, 6:14, 17:18, 36:20, 46:13  <b>property</b> - 20:12  <b>Property-liability</b> - 2:21, 4:9, 5:16, 5:18, 6:6, 6:9, 6:14, 17:18, 36:20  <b>prosecuting</b> - 23:22  <b>protect</b> - 34:4, 36:11, 36:17, 42:8  <b>protections</b> - 22:5  <b>provide</b> - 10:7, 11:15, 20:8  <b>provided</b> - 13:6, 15:17, 29:16, 29:17, 34:12, 36:2  <b>provides</b> - 8:22, 9:12, 9:20, 26:10, 29:14  <b>providing</b> - 13:14  <b>provision</b> - 9:17, 11:15, 11:17, 13:12, 14:21  <b>provisions</b> - 13:6  <b>Public</b> - 50:4  <b>public</b> - 32:18, 38:22, 42:8  <b>punitive</b> - 23:17  <b>purchase</b> - 10:9, 10:13  <b>purchased</b> - 20:8  <b>purported</b> - 9:14, 11:13, 13:1  <b>purports</b> - 10:20, 11:15, 37:19  <b>purpose</b> - 5:21, 24:8  <b>purposefully</b> - 32:20  <b>purposes</b> - 46:13  <b>pursuant</b> - 11:3, 15:6  <b>put</b> - 11:12, 27:14, 28:2, 38:21</p>
<p style="text-align: center;"><b>N</b></p> <p><b>name</b> - 4:14  <b>Nancy</b> - 4:20  <b>need</b> - 18:10, 19:23, 38:19, 39:4, 41:13  <b>needed</b> - 27:8  <b>needs</b> - 33:7  <b>never</b> - 43:4, 43:5  <b>New</b> - 1:1, 1:18, 2:3, 2:4, 5:5, 8:15, 21:17, 22:3, 22:5, 22:7, 50:5  <b>next</b> - 20:20  <b>Nh</b> - 2:8, 2:13, 2:18, 3:2  <b>None</b> - 49:14  <b>nonexistent</b> - 13:4  <b>North</b> - 1:18, 2:7  <b>Notary</b> - 50:4  <b>note</b> - 11:19, 18:1, 38:1, 38:6  <b>notes</b> - 50:7  <b>Nothing</b> - 44:18, 44:20  <b>nothing</b> - 14:11, 17:9, 18:15, 26:16, 26:23, 32:13, 32:23, 33:6, 36:22, 38:18, 39:7, 39:12  <b>notice</b> - 6:12, 34:1  <b>nullity</b> - 14:4</p>		<p style="text-align: center;"><b>Q</b></p> <p><b>qualitatively</b> - 29:18  <b>quarterly</b> - 14:17, 34:12  <b>quick</b> - 42:14  <b>quickly</b> - 30:5  <b>Quirk</b> - 9:4, 9:7  <b>Quirk's</b> - 38:4  <b>quite</b> - 21:10, 23:17, 28:2, 28:10, 37:22  <b>quote</b> - 21:22</p> <p style="text-align: center;"><b>R</b></p> <p><b>raised</b> - 23:10, 31:19, 31:20, 33:4</p>		

<p>Ramsdell- 2:12, 5:9, 5:10, 6:19, 6:20, 7:19, 7:20, 15:11, 16:4, 16:5, 18:19, 19:6, 21:5, 21:8, 22:10, 22:14, 25:17, 26:1, 26:5, 26:6, 31:5, 31:12, 35:3, 37:23, 42:3, 42:13, 42:14, 44:17, 46:23, 47:7, 47:12, 47:21, 48:1, 48:17</p> <p>Ramsdell's- 38:4</p> <p>rather - 27:5, 48:9</p> <p>Raulerson- 2:22, 5:15</p> <p>Re- 50:7</p> <p>reach - 30:19, 30:20, 30:23</p> <p>reaching - 31:16</p> <p>read - 14:7, 17:14, 17:15, 18:14, 32:6, 44:5</p> <p>reading - 22:9</p> <p>real - 12:9, 12:18, 12:23, 13:2, 17:6, 20:5, 20:6, 20:12, 41:9, 41:10, 47:1, 47:5, 47:19, 48:1</p> <p>reality - 27:4</p> <p>realize - 43:1</p> <p>really - 29:23, 32:17</p> <p>realty - 15:5, 40:19, 40:20, 41:1</p> <p>Realty- 12:7</p> <p>reason - 21:10, 25:20, 28:2, 29:2</p> <p>reasonably - 18:4</p> <p>reasoning - 22:22</p> <p>reasons - 14:23, 31:14</p> <p>rebuttal - 37:5, 46:23</p> <p>recalling - 35:14</p> <p>receive - 44:7, 44:10</p> <p>received - 34:1, 35:5, 35:18</p> <p>receiving - 46:4</p> <p>recent - 17:7</p> <p>recess - 49:1, 49:3, 49:5</p> <p>recision - 29:14, 29:19</p> <p>recognize - 4:12</p> <p>recognizes - 26:12</p> <p>record - 8:8, 49:1, 49:2</p> <p>recording - 4:23</p> <p>redress - 24:14</p> <p>reduced - 27:12</p> <p>refer - 6:2</p> <p>reference - 20:16, 22:9, 35:11, 35:13</p> <p>referred - 6:7</p> <p>reform - 11:9</p> <p>refuse - 30:23</p> <p>refused - 25:13, 43:18</p> <p>refuses - 30:20</p> <p>regard - 34:20, 46:4</p> <p>regarding - 28:13, 35:6, 42:18, 45:2</p> <p>registered - 39:7</p> <p>regular - 34:19</p> <p>regularly - 45:11</p> <p>Regulation- 1:3, 2:3, 2:5, 4:8, 4:17, 4:19, 5:4, 5:6, 6:1, 6:5, 7:10, 18:5, 37:7</p> <p>Regulator- 42:9</p> <p>regulator - 30:19</p> <p>related - 5:23, 11:20, 50:11</p> <p>relationship - 34:10</p> <p>relative - 50:14</p> <p>release - 11:21</p> <p>relevant - 8:20</p> <p>relief - 14:2, 21:19, 21:23, 22:11</p> <p>remain - 38:15, 39:9</p>	<p>remained - 24:20, 30:17</p> <p>remains - 28:6</p> <p>remediated - 30:2</p> <p>remedied - 23:13</p> <p>remedy - 23:3, 24:13, 29:22, 30:13</p> <p>Remember- 45:18</p> <p>remitting - 32:12</p> <p>renders - 23:21</p> <p>renewal - 45:23, 46:1</p> <p>repaid - 18:8, 18:9, 18:13, 27:21</p> <p>repay - 17:19</p> <p>repayment - 13:20, 18:3, 27:6, 27:8, 32:18</p> <p>replace - 41:1, 41:13</p> <p>Reporter- 3:5, 50:4, 50:20</p> <p>reporting - 14:9, 14:17, 14:22, 34:9, 34:12</p> <p>reportings - 34:20</p> <p>reports - 35:19</p> <p>represent - 5:16, 42:17, 47:4</p> <p>representation - 17:10, 19:23</p> <p>representations - 40:6, 40:7</p> <p>represented - 16:6, 16:14, 18:12, 42:19</p> <p>representing - 5:18, 42:22</p> <p>Reproduction- 50:18</p> <p>request - 14:16, 34:9, 35:1, 35:4, 48:14</p> <p>requested - 21:19, 25:8, 44:13</p> <p>requesting - 34:12</p> <p>requests - 34:23</p> <p>required - 5:1, 11:18, 20:8, 26:6</p> <p>requirement - 27:3</p> <p>requires - 8:18, 9:1, 13:9, 13:20, 27:1</p> <p>rescind - 25:8</p> <p>reserves - 40:23, 41:13, 41:14</p> <p>resolution - 12:19</p> <p>resolutions - 11:2, 26:21, 27:1, 39:4</p> <p>resolve - 25:9, 25:13, 32:21</p> <p>resolved - 14:3, 32:22</p> <p>respect - 6:18, 18:16, 28:3, 42:22, 43:13, 45:13, 49:12</p> <p>respects - 14:12</p> <p>respond - 7:1, 45:11, 49:15</p> <p>Respondent- 2:11, 2:21</p> <p>respondents - 21:21</p> <p>Respondents- 22:1</p> <p>Respondents'- 22:6</p> <p>responding - 6:19, 34:23</p> <p>response - 47:3</p> <p>responsibility - 26:14, 33:20</p> <p>restate - 41:7</p> <p>restitution - 29:15, 29:19</p> <p>result - 16:7, 35:18</p> <p>resulted - 36:2, 37:12</p> <p>retained - 24:10</p> <p>return - 28:22, 29:2, 37:13, 41:3, 44:14</p> <p>returned - 44:3, 47:5</p> <p>returning - 49:5</p>	<p>revenues - 40:3</p> <p>revocation - 23:2, 29:1, 29:9</p> <p>rich - 13:15</p> <p>Riemer- 46:19</p> <p>right-hand - 18:23</p> <p>rights - 24:12, 34:4</p> <p>Risk- 10:6, 11:1</p> <p>risk - 9:2, 10:6, 10:8, 10:14, 11:1, 11:4, 11:9, 13:3, 13:7, 13:12, 17:21, 33:15, 33:23, 37:9, 38:14, 38:18, 38:23, 39:8, 39:9, 39:11, 39:12, 41:21, 45:14</p> <p>risks - 10:12</p> <p>role - 9:18, 31:23, 33:20</p> <p>Room- 2:7</p> <p>Roy- 2:6, 4:15, 5:3</p> <p>Rpr- 3:5, 50:3, 50:22</p> <p>Rsa- 21:22, 22:3, 22:4, 22:5, 22:7, 22:17, 22:22, 23:1, 26:23, 29:13, 39:4</p> <p>ruling - 38:8</p> <p>running - 14:21, 34:10</p> <p>runoff - 14:18, 14:20, 24:15, 33:21, 45:7</p>	<p>shares - 12:7</p> <p>sheet - 17:7, 17:8</p> <p>shell - 11:6</p> <p>shifting - 7:14</p> <p>short - 43:8, 49:3</p> <p>Shorthand - 50:4</p> <p>showing - 17:5</p> <p>Shur- 2:9, 4:15, 4:16</p> <p>side - 11:11, 13:13</p> <p>sides - 14:14</p> <p>sign - 25:2</p> <p>signatories - 38:11</p> <p>signed - 9:22, 15:19</p> <p>similar - 18:1</p> <p>simply - 28:16, 38:16</p> <p>single - 26:8, 26:10, 26:15</p> <p>situation - 27:4, 30:13</p> <p>six - 39:22</p> <p>skeptical - 40:6</p> <p>Smith - 4:20</p> <p>so-called - 12:15</p> <p>somewhat - 10:18</p> <p>soon - 28:19, 49:18</p> <p>sorry - 15:3</p> <p>sought - 30:21</p> <p>South - 2:13</p> <p>speaker - 8:1</p> <p>speaking - 4:11</p> <p>specific - 21:19, 39:3</p> <p>specifically - 29:14, 39:16, 44:6, 47:15</p> <p>spent - 27:13</p> <p>square - 19:17</p> <p>staff - 4:18, 5:7</p> <p>stands - 25:20</p> <p>start - 16:5, 37:17, 43:5</p> <p>State - 1:1, 1:2, 1:18, 2:7, 50:4</p> <p>state - 16:12, 38:3</p> <p>State's - 13:22</p> <p>statement - 6:6, 6:8, 6:10, 20:3, 21:6</p> <p>stating - 23:20</p> <p>status - 23:2, 29:1, 29:10, 29:13, 29:17, 31:1, 33:12, 33:15, 33:23, 34:1, 37:10</p> <p>statute - 5:1, 10:7, 13:9, 26:17, 29:14, 39:7, 39:10</p> <p>statutes - 11:3, 29:12</p> <p>statutory - 22:19, 27:2, 29:20, 39:3</p> <p>stay - 38:13</p> <p>stenographic - 50:6</p> <p>still - 28:6, 30:23, 32:14</p> <p>stock - 12:7, 16:18, 16:23, 17:1, 17:3, 20:12</p> <p>stop - 22:17</p> <p>stopped - 10:14, 11:3</p> <p>strained - 32:5, 32:17</p> <p>Street - 1:18, 2:7, 2:13, 3:1</p> <p>strike - 6:15, 7:5, 25:4</p> <p>subdivision - 10:8, 10:10</p> <p>subdivisions - 39:5</p> <p>Subject - 40:12</p> <p>subject - 47:18</p> <p>submit - 41:23</p> <p>submitted - 16:10, 16:23, 17:4, 17:6, 26:2, 40:8, 47:8</p> <p>subsequent - 19:20, 35:23</p> <p>subsidy - 17:20, 18:9</p> <p>substantive - 23:10</p> <p>sued - 28:5</p>	<p>sufficient - 15:12</p> <p>suggest - 23:4, 23:15, 24:21, 29:4, 48:6</p> <p>suggested - 23:11, 43:1, 43:10, 43:12</p> <p>suggesting - 43:21</p> <p>suggestion - 31:21</p> <p>suit - 28:6</p> <p>summary - 6:1, 6:5, 6:9, 7:11, 7:12, 8:4, 8:9, 8:14, 8:17, 12:14, 15:1, 29:8, 31:9, 31:10</p> <p>supervising - 45:8</p> <p>supervisory - 18:6</p> <p>supplement - 19:19</p> <p>support - 11:21</p> <p>suppose - 19:2, 32:23</p> <p>supposed - 44:10</p> <p>Supreme - 8:15, 21:17, 38:7, 38:13</p> <p>surplus - 28:9, 41:3, 41:15</p> <p>surrender - 34:3</p> <p>surrendered - 34:16</p>
<b>T</b>				
<p>tangible - 24:12</p> <p>ten - 28:6</p> <p>terminate - 6:13, 17:23, 25:9, 25:12, 33:23, 35:1, 35:9</p> <p>terminated - 23:8</p> <p>terminating - 36:6</p> <p>termination - 6:13, 10:18, 11:13, 11:14, 12:15, 16:7, 16:8, 16:11, 17:12, 17:13, 17:14, 18:16, 23:5, 23:9, 23:21, 28:21, 32:3, 36:8, 36:9, 36:15, 36:18, 40:17, 43:15, 43:18, 43:22</p> <p>terms - 11:19, 12:15, 14:8, 16:8, 18:4, 32:1, 32:2, 32:11, 34:10</p> <p>text - 8:15</p> <p>themselves - 4:11, 5:2, 14:4</p> <p>therefore - 8:7</p> <p>they've - 23:12</p> <p>They've- 32:9</p> <p>thirty - 35:12</p> <p>three - 14:18, 18:21</p> <p>throughout - 24:7, 24:10</p> <p>Tilsley- 2:6, 4:15, 5:1, 5:3, 15:3</p> <p>tiny - 40:4</p> <p>title - 20:6</p> <p>today - 4:5, 4:12, 5:21, 5:23, 23:12, 23:16, 27:19, 30:6, 31:12, 31:20, 32:14, 36:16, 43:2, 43:10, 43:12, 44:11, 47:8, 49:17, 49:20</p> <p>together - 11:9, 11:13</p> <p>took - 10:1, 16:6, 33:20, 36:4, 36:7</p> <p>topic - 41:21</p> <p>total - 48:3, 48:11</p> <p>Towers- 46:11</p> <p>transaction - 37:18</p> <p>transcript - 50:6</p> <p>Transcript- 50:18</p> <p>transfer - 10:20, 12:5, 12:6, 12:9, 12:23, 13:2, 15:6, 16:6, 16:15, 16:18, 17:10, 40:19</p> <p>transferred - 10:4, 12:18, 16:13, 33:19,</p>				



<p>41:1, 47:2, 47:3  <b>transfers</b> - 16:23, 40:9  <b>transition</b> - 45:21  <b>transitioning</b> - 45:20  <b>Triangle</b>- 2:17, 12:7  <b>true</b> - 16:10, 48:18,  50:6  <b>Trust</b>- 2:21, 4:9, 5:16,  5:19, 6:6, 6:9, 6:14,  17:18  <b>truth</b> - 32:8  <b>try</b> - 49:18  <b>two</b> - 8:18, 9:2, 10:22,  11:2, 11:8, 12:11, 13:7,  13:12, 13:23, 15:12,  15:13, 15:14, 19:16,  20:4, 20:5, 20:9, 25:1,  25:18, 25:23, 38:14,  46:20  <b>type</b> - 27:1</p>	<p><b>Watson</b> - 46:12  <b>week</b> - 10:19, 11:5  <b>weeks</b> - 43:18  <b>whatsoever</b> - 9:18,  31:23  <b>whichever</b> - 26:1  <b>whole</b> - 41:17  <b>willing</b> - 42:10, 43:23  <b>wishes</b> - 49:8  <b>withdraw</b> - 33:23  <b>worker</b> - 38:22  <b>Workers'</b> - 46:14  <b>workers'</b> - 13:14, 26:14  <b>writing</b> - 14:13  <b>written</b> - 9:22, 9:23,  12:22, 49:11  <b>wrote</b> - 9:7</p>
<b>U</b>	<b>Y</b>
<p><b>under</b> - 9:14, 10:7,  29:9, 29:20, 29:22,  39:18, 41:4, 45:6, 48:13  <b>Under</b> - 30:8, 50:19  <b>underlying</b> - 42:20  <b>undisputed</b> - 6:10  <b>undo</b> - 30:5  <b>undone</b> - 31:18  <b>Unless</b> - 7:8, 50:19  <b>unless</b> - 7:11  <b>unnecessarily</b> - 30:16  <b>unring</b> - 32:15, 32:16  <b>up</b> - 14:21, 18:18,  35:13, 36:7, 41:11,  41:16, 45:16, 45:19, 46:5  <b>updates</b> - 36:1, 46:4  <b>upheld</b> - 8:15  <b>upper</b> - 18:23</p>	<p><b>years</b> - 13:17</p>
<b>V</b>	
<p><b>valuation</b> - 19:18  <b>value</b> - 17:1, 17:3,  47:1, 47:19  <b>valued</b> - 15:6, 20:20  <b>values</b> - 17:5  <b>various</b> - 39:11  <b>via</b> - 23:9  <b>viable</b> - 24:12  <b>view</b> - 33:8  <b>violate</b> - 24:1  <b>violated</b> - 12:13, 21:18,  22:21, 22:23, 38:21  <b>violates</b> - 16:9, 26:17  <b>violation</b> - 21:21, 22:2,  22:17, 29:1, 29:6, 29:9,  30:2, 30:3, 30:6, 31:13,  32:14, 34:18  <b>violations</b> - 23:11  <b>Vision</b> - 20:2  <b>Volinsky</b> - 2:5, 4:12,  4:13, 4:14, 6:21, 6:22,  7:16, 7:18, 8:1, 8:2, 8:10,  8:13, 15:9, 16:1, 16:2,  20:1, 20:2, 37:2, 37:4,  37:6, 41:6, 41:8, 41:20,  42:7, 42:13, 46:23,  47:16, 49:9  <b>Volinsky's</b> - 31:21</p>	
<b>W</b>	
<p><b>wait</b> - 11:11  <b>waiting</b> - 43:13  <b>wants</b> - 27:23  <b>warranted</b> - 23:5  <b>water</b> - 32:22</p>	



June 6, 2014

Hand Delivered

Wendy Lee Parker  
Executive Director  
Property-Liability Trust, Inc.  
PO Box 2008  
Concord, NH 03302-2008

Re: Implementation of Termination Agreement

Dear Ms. Parker,

I am writing to confirm that pursuant to the Termination Agreement between HealthTrust, Inc. and Property-Liability Trust, Inc. (PLT) effective 5:00 p.m. today, all the assets and liabilities of PLT's property-liability, workers compensation and unemployment compensation coverage lines have been transferred back to Property-Liability Trust, Inc.

Included in today's transfer is the rescission of the transfer of 449 shares of stock in Center at Triangle Park, Inc. previously transferred from PLT to HealthTrust as part of the Settlement Agreement. Enclosed you will find the executed stock power formally rescinding the previous transfer of the 449 shares from PLT to HealthTrust.

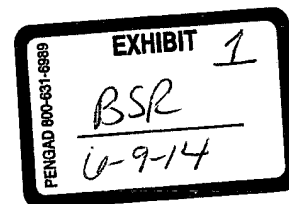
Additionally, the former PLT employees who were transferred to HealthTrust as part of the previous Settlement Agreement, have been re-transferred back to PLT.

Please feel free to contact me with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bragdon", written over a horizontal line.

Peter Bragdon  
Executive Director  
HealthTrust, Inc.



STOCK POWER

The undersigned, HealthTrust, Inc., a New Hampshire voluntary corporation, pursuant to the terms of a certain Termination Agreement, having an effective date of June 6, 2014, hereby acknowledges the rescission of the Stock Power from Property-Liability Trust, Inc. to HealthTrust, Inc. dated March 14, 2014 that previously transferred Four Hundred Forty-Nine (449) shares of common stock of Center at Triangle Park, Inc. (f/k/a Local Government Center Real Estate, Inc.) (the "Stock"), a New Hampshire voluntary corporation, from Property-Liability Trust, Inc. to HealthTrust, Inc. pursuant to the terms of a certain Settlement Agreement dated October 29, 2013, which rescission is effective June 6, 2014 at 5:00 p.m. In connection with the effectuation of the terms of the Termination Agreement title to the Stock, represented by certificate number 12, is hereby returned to Property-Liability Trust, Inc., and HealthTrust, Inc. authorizes the books of the within named corporation to be updated to reflect this rescission.

HEALTHTRUST, INC.

Effective: June 6, 2014, 5:00 p.m.

By:   
Name: Peter Curro  
Title: Chairman of the Board



June 6, 2014

Hand Delivered

Peter Bragdon, Executive Director  
HealthTrust, Inc.  
PO Box 617  
Concord, NH 00302-0617

Re: Payment of \$17.1 Million Judgment

Dear Mr. Bragdon,

Enclosed is the payment of \$17.1 Million to HealthTrust in fulfillment of the repayment by Property-Liability Trust as ordered In the Matter of: Local Government Center, Inc., et al. Case No. C-2011000036.

Please note that the payment is being made as follows:

- 1) \$15,396,596 by check, and
- 2) \$ 1,703,404 by transfer of 448 shares of stock in Center at Triangle Park, Inc.  
**\$17,100,000 Total**

In addition to the above referenced check, enclosed you will find the executed Stock Power transferring to HealthTrust 448 shares of stock (with a per share value of \$3,802) in Center at Triangle Park, Inc. Please note, that the value of the stock being transferred is approximately \$24,000 less than previously estimated, as the previous number reflected the PLT carrying value of that stock but the updated number is based on the actual value of Center at Triangle Park, Inc.'s most recent financial statements.

If you have any questions, please feel free to contact me.

Sincerely,

Wendy Lee Parker  
Executive Director  
Property-Liability Trust, Inc.

Enclosures

Property-Liability Trust, Inc.  
P.O. BOX 2008  
CONCORD, NEW HAMPSHIRE 03302-2008

 Citizens Bank  
Manchester, NH

54-153  
114

015701

DATE

AMOUNT

06/06/2014

\$15,396,596.00

PAY

Fifteen Million Three Hundred Ninety Six Thousand Five Hundred Ninety Six Dollars and 00 Cents

TO THE  
ORDER  
OF

HealthTrust, Inc.  
P.O. Box 617

Concord NH 03302-0617

ADMINISTRATIVE ACCOUNT

  
AUTHORIZED SIGNATURE

⑈0 1570 1⑈ ⑆0 1 640 1533⑆ 3300802123⑈

Notate on Bank  
Security Features Included

## STOCK POWER

The undersigned, Property-Liability Trust, Inc., a New Hampshire voluntary corporation, pursuant to the terms of a certain Termination Agreement having an effective date of June 6, 2014, hereby transfers unto HealthTrust, Inc., a New Hampshire voluntary corporation, Four Hundred Forty-Eight (448) shares of common stock of Center at Triangle Park, Inc. (f/k/a Local Government Center Real Estate, Inc.), a New Hampshire voluntary corporation, standing in its name on the books of said corporation, represented by certificate number 13 submitted herewith, effective June 6, 2014 at 5:01 p.m., and does hereby authorize the books of the within named corporation to be updated to reflect this transfer.

PROPERTY-LIABILITY TRUST, INC.

Effective: June 6, 2014 at 5:01 p.m.

By: 

Name: Dennis Pavlicek

Title: Chairman of the Board

**Center at Triangle Park, Inc. Stock Value**

	Number of Outstanding Shares	Value of Land and Buildings	Value per Share	Value of 448 Shares Transferred
<b>Current Book Value of Center at Triangle Park Dirve, Inc.</b>	2048	\$ 7,786,988	3,802	\$ 1,703,404
<b>Assessed Value of Land and Buildings Only (City of Concord - Database)</b>	2048	\$ 9,079,400	4,433	\$ 1,986,119
<b>Appraised Value of Land and Buildings Only (City of Concord - Database)</b>	2048	\$ 9,095,400	4,441	\$ 1,989,619

**25 TRIANGLE PARK DR**

**Location** 25 TRIANGLE PARK DR **Assessment** \$8,723,500  
**Mblu** 111/H 4/ 22/ / **Appraisal** \$8,723,500  
**Owner** LOCAL GOVERNMENT CENTER INC **PID** 9601  
**Building Count** 2

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$6,815,700	\$1,907,800	\$8,723,500

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$6,815,700	\$1,907,800	\$8,723,500

**Owner of Record**

**Owner** LOCAL GOVERNMENT CENTER INC **Sale Price** \$199,800  
**Co-Owner** **Book & Page** 2395/1368  
**Address** PO BOX 617 **Sale Date** 08/27/2002  
 CONCORD, NH 03302-0617

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
THE LOCAL GOVERNMENT CTR INC	\$0	1812/0974	09/26/1989
NH MUNICIPAL ASSOCIATION	\$134,700	1744/0385	09/12/1988

**Building Information**

**Building 1 : Section 1**

**Year Built:** 2003  
**Living Area:** 36969  
**Replacement Cost:** \$4,879,948  
**Building Percent** 96  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$4,684,800

**Building Layout**

Building Attributes	
Field	Description
STYLE	Office Bldg
MODEL	Commercial
Grade	Good





Center at Triangle Park, Inc.  
Balance Sheet  
April 30, 2014

ASSETS

Current Assets	
Cash	\$186,309.90
Accounts receivable	<u>1,000.00</u>
	187,309.90
 Building, Land & Equipment	
Building	7,360,949.41
Equipment	518,293.69
Furnishings	<u>369,989.51</u>
Total Building & Equipment	8,249,232.61
Accumulated depreciation	<u>(2,824,774.56)</u>
Total Building & Equipment, net of accumulated depreciation	5,424,458.05
 Land	2,131,136.26
Land Improvements	141,852.47
Accumulated amortization	<u>(97,768.74)</u>
Total land & improvements, net of accumulated amortization	<u>2,175,219.99</u>
<b>TOTAL ASSETS</b>	<b><u><u>\$7,786,987.94</u></u></b>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities	
Accounts payable	\$11,484.67
Accrued wages & related	<u>11,339.09</u>
Total Current Liabilities	22,823.76
 Stockholders' Equity	
Additional Paid-in Capital	8,841,300.00
Common stock	1,528,190.00
Retained earnings	<u>(2,605,325.82)</u>
Total Stockholders' Equity	<u>7,764,164.18</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b><u><u>\$7,786,987.94</u></u></b>