



Nelson Consulting, Inc. role is limited to FINDER for *Florida Healthcare* (actual name of company withheld to maintain confidentiality). Review CONFIDENTIALITY / DISCLOSURE AGREEMENT, complete and fax to receive a comprehensive business plan and an introduction to *Florida Healthcare* principals. Robust documentation awaits your inquiry.

FLORIDA HEALTHCARE
(Actual Name of Company Withheld To Maintain Confidentiality)

Transaction

Florida Healthcare (actual name of company withheld to maintain confidentiality) seeks immediately to raise \$2M to \$5M to fund current and continuing growth of a Florida based Health Insurance Products Company. New funding allocated to accelerating growth development and forecasted Florida statutory reserve requirements. *Florida Healthcare* owners will entertain a *stepped* investment plan, automatically triggered by milestone attainment (\$2M minimum initial investment required). Investor return on investment (ROI) projections are to be negotiated with owners and can include, but are not limited to an interest bearing note, convertible debt to equity and preferred stock. Exit strategy options forecasted to require three to five years to achieve a lucrative ROI (see *Florida Healthcare* Historical and Projected Financial Profit and Loss summary below).

Investor Summary - Funding History from July 2005

- July 2005 - \$5.75 million in Series A Preferred and Series B Preferred capital
- The founders and senior managers have personally invested over \$1 million
- July 2007 - \$3.7 million in Series C and Series D
- November 2008, \$3.1 million in convertible debt and debt funding

Performance to Date

January 2009 *Florida Healthcare* has grown to a \$15 million run-rate business and experienced 160% year-over-year growth in revenue from yearend 2007 thru yearend 2008. The run rate revenue for yearend 2009 is projected to exceed \$38 million. During this same period, membership grew 145%. By design, early membership focus was on growing markets where *Florida Healthcare* underwriting skills provided a competitive advantage.

***Florida Healthcare* Company Overview**

Florida Healthcare is an early stage provider of individual and employer-sponsored health insurance products in Florida. *Florida Healthcare* is in a fully insured business, meaning it bears the majority of the risk for all of its business. *Florida Healthcare* purchases reinsurance to mitigate risk for extremely large individual claims. *Florida Healthcare* management team brings significant senior-level industry experience. Much of the management as well as a board member spent significant time with Oxford Health Plans, a Connecticut based health plan that grew to over 1.5 million fully insured members in the NY/NJ/CT tri-state market. *Florida Healthcare's* Chairman and CFO, as well as a board member, had direct responsibility for actuarial pricing and underwriting at Oxford (and other employers through their career), providing many years of experience managing the risk for multi-billion dollar premium businesses. Business Segments and Products:

- Individual Health Insurance Plans
- Small Group Insurance Plans
- Large Group Insurance Plans
- High Deductible Health Plans
- Health Savings Accounts and Health Reimbursement Accounts
- Micro Plans
- Hybrid
- Compliance Driven Plan Designs



Opportunity

Florida Healthcare has an unprecedented opportunity to entrench itself as a significant healthcare insurance provider in Florida by accelerating the expansion of its market-driven individual and group health insurance products. Customer growth will deliver significant equity appreciation to investors as the margin revenues increase dramatically with additional insured lives.

- *Florida Healthcare* concept is proven. Since inception in 2004 (and regulatory approval in April 2006) *Florida Healthcare* has grown to over 6,500 individual and group plan members.
- *Florida Healthcare*'s products and services provide meaningful differentiation resulting in significant, sustainable competitive advantages.
- *Florida Healthcare* products and services exploit the limited flexibility of major competitors due their inherent risk adverse business models.

Florida Healthcare Historical and Projected Financial Profit and Loss

Year	Actual		(000)					
	2006	2007	2008	2009	2010	2011	2012	2013
Membership (year-end)	667	2,359	5,770	15,346	30,211	56,144	88,327	122,213
Total Revenues	784	3,669	9,571	25,133	62,560	130,295	224,448	331,019
Medical Cost	395	1,622	5,471	12,225	32,517	73,120	130,923	196,019
Loss Ratio	60.9%	46.1%	56.6%	47.7%	51.1%	55.3%	57.6%	58.5%
Broker Expense	145	1,067	2,911	6,781	12,423	19,024	25,191	32,344
% of Premium Revenues	22.0%	29.7%	30.1%	26.5%	19.5%	14.4%	11.1%	9.7%
Administration Expense	2,587	4,119	6,063	7,995	16,128	29,011	47,412	69,116
Total Administration Expense	2,732	5,186	8,974	14,776	28,551	48,035	72,603	101,460
Contribution Margin	244	980	1,189	6,126	17,620	38,151	68,334	102,656
Earnings Before Taxes	(2,343)	(3,139)	(4,874)	(1,868)	1,492	9,141	20,922	33,540
Tax	0	0	0	0	0	0	6,061	11,404
Earnings After Tax	(2,343)	(3,139)	0	(4,874)	(1,868)	1,492	14,861	22,136

For more information on this business investment opportunity, go to Confidentiality / Disclosure Agreement, print form, complete items highlighted in blue, and Fax to (813) 200-1215. Nelson Consulting will expedite a robust business plan and financial statements to your Email address. Note: Owner's of this business have agreed to pay fees and/or compensation to Nelson Consulting, Inc., as stated in the Confidentiality / Disclosure Agreement on the following page.



CONFIDENTIALITY / DISCLOSURE AGREEMENT

**INVESTMENT DESCRIPTION: FLORIDA HEALTHCARE
(actual name of company withheld to maintain maximum confidentiality)**

Print Legibly, Sign & Fax to (813) 200-1215

A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES.

Your Name: _____, **Company Name:** _____,
Telephone number: _____, **Fax Number:** _____,
E-Mail Address: _____, **Web Site:** _____,
Mailing Address: _____

herein known as PROSPECT, acknowledges and agrees that PROSPECT approached NELSON CONSULTING, INC. (FINDER), and that FINDER was the first to advise them of the availability and details concerning this business investment and/or real property opportunity.

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through FINDER and that **FINDER has entered into Agreements with owner's seeking funding in exchange for payment of fees and/or compensation.** FINDER will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters that are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of FINDER, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with a potential investment in the opportunities described. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to FINDER immediately upon FINDER'S request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.

2. Any and all information provided to PROSPECT is provided for informational purposes only. FINDER does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that FINDER has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant.

3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who invest in said business without FINDER'S assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of FINDER'S fees and compensation which would have been paid by FINDER'S client.

4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the owner's of the FINDER'S client seeking funding without the prior written consent of FINDER. If PROSPECT enters into an investment, sale or purchase Agreement, a management contract or other financial arrangement with a FINDER'S client, including the lease or purchase of business premises from the FINDER'S client, PROSPECT shall be liable for any and all damages FINDER may suffer, including but not limited to the FINDER'S fees and compensation agreed to by the FINDER'S client. PROSPECT agrees and does hereby appoint FINDER its attorney in fact to execute all documents necessary to place a lien on the PROSPECT'S and FINDER'S client business assets to collect its fees and compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42.

5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Hillsborough County, Florida. The parties hereby agree that any controversy, which may arise under this Agreement, would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

6. The FINDER'S client is the intended beneficiary of all covenants of PROSPECT, which benefit the FINDER'S client, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and an FINDER'S client may bring an action to enforce such covenants. PROSPECT represents and warrants to FINDER that PROSPECT do not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to invest in said business. **PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.**

PROSPECT Signature _____ **Date** _____ **FINDER Signature, John L Nelson, President** _____ **Date** _____

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