



## **RenuXpress® Certification**

I hereby certify that I have reviewed my initial application, dated \_\_\_\_\_, 20 and that there have been no facts, matters or events that change any of my answers provided in the initial application.

I specifically certify that:

1. There has been no change in any allied healthcare providers.
2. My answers to Questions 20 through 32 of Section VII – Rating Information remain correct.  
*(Please specifically review each question.)*
3. I have no knowledge of any incident, circumstance or potential adverse outcome that resulted, or may result, in injury or death, or in a claim, potential claim or suit involving me (even if such claim or suit may be without merit).
4. I have had no request for records from any patient or patient's attorney, expression of dissatisfaction with treatment by any patient, or any communication from any patient or patient's attorney that may reasonably result in a claim or suit being brought against me.
5. I am not currently involved with any fee dispute with any patient.
6. All facts and circumstances that might reasonably lead to an incident, claim or suit have been reported to Keystone Mutual and/or my prior carrier.
7. I have read and agree to the accompanying Representations, Participation and Revocable Proxy Agreement.

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Signature

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Print Name

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Date

*More than Insurance®*

KEYSTONEMUTUAL.COM

## **REPRESENTATIONS, PARTICIPATION AGREEMENT AND REVOCABLE PROXY**

I understand and agree that the completion and/or submission of this RenuXpress® Certification, with or without the payment of premium, does not bind Keystone Mutual Insurance Company (the "Company") to issue insurance to me. Insurance coverage is subject to the Company's receipt of this completed, signed and dated Certification and the required premium due, and is also subject to underwriting approval by the Company. I understand and agree that insurance coverage will not be issued until each of these occurs.

I hereby declare, represent and warrant to the Company that all of my answers, statements, descriptions and particulars set forth in this Application are true and correct, and that I have not suppressed or misstated any material fact. I agree to immediately notify the Company if there is any change in any of such answers, statements or particulars, including, without limitation, my professional specialty, affiliation or working arrangement with any other physician, firm or professional association. I further agree to be bound by, and subject to, the Company's underwriting guidelines, policies and procedures.

I affirm and represent that I have fully and completely listed all claims, suits and incidents known to me, or of which I should reasonably be aware, which may arise from my acts or omissions.

I UNDERSTAND AND AGREE THAT ANY MATERIAL MISREPRESENTATION OR OMISSION BY ME IN THIS APPLICATION MAY RESULT IN RENDERING ANY CONTRACT OF INSURANCE ISSUED BY THE COMPANY NULL AND WITHOUT EFFECT, PROVIDE THE COMPANY WITH THE RIGHT TO RESCIND ANY CONTRACT OF INSURANCE ISSUED PURSUANT TO THIS APPLICATION, AND/OR REQUIRE RETROACTIVE UPWARD PREMIUM ADJUSTMENT.

I UNDERSTAND THAT KNOWINGLY PRESENTING FALSE INFORMATION, OR CONCEALING INFORMATION, IN SUPPORT OF AN APPLICATION FOR ISSUANCE OR RATING OF AN INSURANCE POLICY, OR IN SUPPORT OF A CLAIM FOR PAYMENT OR OTHER BENEFIT UNDER ANY INSURANCE POLICY, IS A FELONY WHICH MAY SUBJECT ME TO FINE AND IMPRISONMENT.

I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION THAT COVERAGE HAS OR WILL BE EXTENDED TO ME, OR THAT A POLICY OF INSURANCE WILL BE ISSUED. I UNDERSTAND AND AGREE THAT I HAVE NO RIGHT TO DEMAND OR EXPECT COVERAGE UNTIL THE COMPANY HAS, AS A PRECONDITION TO SUCH COVERAGE (1) RECEIVED AND REVIEWED AND APPROVED MY COMPLETED APPLICATION; (2) OFFERED ME A PREMIUM QUOTE; AND (3) RECEIVED THE TOTAL PREMIUM DUE OR, IF THE COMPANY HAS AGREED TO FINANCE THE PREMIUM, THE FIRST INSTALLMENT DUE. IN ADDITION, I UNDERSTAND AND AGREE THAT NO PREMIUM OR INSTALLMENT SHALL BE DEEMED RECEIVED BY THE COMPANY UNTIL MY CHECK, MONEY ORDER OR ELECTRONIC TRANSFER HAS BEEN HONORED BY THE INSTITUTION ON WHICH IT IS DRAWN.

I AGREE THAT IF I FAIL TO COMPLY WITH THESE TERMS, OR WITH THE TERMS OF ANY CONTRACT OF INSURANCE ISSUED BY THE COMPANY, I WILL HAVE NO COVERAGE FOR ANY CLAIM UNDER ANY POLICY OF INSURANCE FOR WHICH I AM APPLYING.

I understand and agree that this Application shall be the basis of my insurance contract with the Company. I understand and agree that, upon acceptance of my Application by the Company, this Application will become a part of the policy and operate as part of the contract between me and the Company.

I agree to fulfill all of the rights and obligations of the "Preferred Class" (i.e. the first 30 members of the Company) and of the "Common Class" (i.e. all remaining members of the Company, except those who may later become members of the Preferred Class in accordance with the Company's *Articles of Association*), as applicable, as defined in the Company's *Articles of Association* and including specifically, the following:

Members of the Preferred Class shall be entitled to receive noncumulative dividends from legally available funds in preference to the members of the Common Class at the rate of five percent (5%) per member, *per annum*, when, as and if declared by the Board of Directors. In the event of any dissolution or liquidation of the Company or winding up of the Company's business, members of the Preferred Class shall be entitled to receive in preference to the

members of the Common Class an amount equal to the total of their initial capital contribution, plus any declared and unpaid dividends. Members of the Preferred Class shall have no voting rights.

Subject to the preferences that may be applicable to the members of the Preferred Class, if any, members of the Common Class are entitled to receive such lawful dividends as declared by the Company's Board of Directors, and will share such dividends on a *pro rata* basis. In the event of the Company's liquidation or dissolution, or the winding up of the Company's business, and subject to the rights of the Preferred Class, members of the Common Class will be entitled to receive, *pro rata*, all of the Company's remaining assets for distribution to its members. Members of the Common Class shall each have one vote on all matters to be voted on by the Company's policyholders, which shall be irrevocably and indefinitely transferred and assigned to a member of the Common Class selected from among the Common Class by the Nominating Committee of the Board of Directors (the "**Common Class Delegate**"). In the event a Common Class Delegate becomes a member of the Preferred Class in accordance with the procedures set forth in the Company's *Articles of Association*, a successor Common Class Delegate shall be selected by the Board of Directors from among the members of the Common Class. The Common Class Delegate shall irrevocably and indefinitely transfer and assign to James R. Bowlin or his successor (the "**Transferee**") such Common Class Delegate's right to vote on behalf of the Common Class with respect to all issues presented to the Company's policyholders for decision. At all meetings of the policyholders of the Company, and in all proceedings affecting the Company, the Transferee shall have the exclusive right to vote the votes transferred to the Transferee hereunder in such manner as the Transferee may determine in his or her discretion.

I agree to pay any regular or special assessment that may be levied by the Company in accordance with the Company's *Articles of Association*. Regular assessments may be levied on current and former Preferred Class and Common Class members of the Company monthly, quarterly, semiannually or annually without limitation as to frequency, in the manner provided by the Company's *Bylaws*, as determined by the Board of Directors. The amount of such assessment(s) shall also be as determined by the Board of Directors in its sole and absolute discretion. Special assessments may be made in like manner. Regular and special assessments may be levied upon current Preferred Class and Common Class members, and former Preferred Class and Special Class members who were members as of the year to which such assessment relates, if the such date of the assessment is encompassed by the policy year of such former member's insurance policy issued by the Company, regardless of whether such former member's policy is in effect as of the date the assessment is declared or notice thereof is provided to such former member, or both. Notwithstanding the foregoing, the maximum amount of any one regular or special assessment which the Company may levy against a member or former member shall be that member's, or former member's, *pro rata* share of the amount of any statutory net loss (i.e. statutory net income which is less than zero) occurring during any monthly, quarterly, biannual or annual period to which the assessment applies; provided, that the Company may, but shall not be obligated to, consider the loss experience of each individual member in the levying of assessments. No interest, dividends or other income shall accrue or be payable from the Company to policyholders on any assessment paid by such members, and the assessment shall be non-refundable unless otherwise determined by the Board of Directors.

I agree that, in additional consideration of the potential for return provided to me and other Company policyholders as a result of the creation and ongoing management of the Company by its Board of Directors, the ownership structure resulting from any demutualization and conversion of the Company to a stock-based insurer shall be as follows, and any and all rights in and to any additional ownership interest is hereby specifically waived. Preferred Class members of the Company who have been continuously insured by the Company for at least three years immediately preceding such demutualization and conversion, and are insured by the Company on the date of any demutualization and conversion, shall receive ten percent (10%) ownership interest. Common Class members of the Company who have been continuously insured by the Company for at least three years immediately preceding such demutualization and conversion and are insured by the Company on the date of any demutualization and conversion shall receive 27 percent (27%) ownership interest. James R. Bowlin, or his designee, shall receive 40 percent (40%) ownership interest, Scott B. Lakin, or his designee, shall receive seven percent (7%) ownership interest, the Board of Directors of the Company other than those members and individuals listed above shall receive 15 percent (15%) ownership interest in accordance with policies of the Company, and Employees of the Company or its contractors other than those members and individuals listed above shall receive one percent (1%) ownership interest in accordance with policies of the Company.

I agree to, and do hereby, waive any and all rights to assert any cause of action against the Company, its Directors, Officers, members, employees and agents arising out of or relating to the cancellation or non-renewal of Member's insurance coverage, the suspension of Member's membership in the Company, and/or the imposition of any

assessment in accordance with the Company's *Articles of Association*, including, but not limited to, any cause of action for defamation, invasion of privacy and breach of contract, and further agrees to indemnify, save, defend and hold such parties harmless from all such causes of action.

I understand that I may, upon request, obtain a complete description of the Company's organization, capitalization and operation, and that I have been provided with the opportunity to review such information and to ask any questions of the Company relative thereto. I also understand that I can request and review a copy of the Company's *Fraud Policy* at any time.

I understand and agree that my Initial Capital Contribution and all Annual Capital Contributions paid to the Company by me or on my behalf are non-refundable.

I agree that any cancellation of my policy by me during its term will result in the Company retaining unearned premium in accordance with its policies, which the Company will provide to me at my request.

I further understand and agree that I will not receive any amount from my Keystone Capital® member retirement savings account if I terminate or cancel my insurance coverage with the Company other than through death, disability, or retirement after age 55, and that my Keystone Capital® balance will be reduced by the amount expended by the Company for any purpose on any incident or claim presented by me to the Company.

#### REVOCABLE PROXY

The Annual Meeting of the members of Keystone Mutual Insurance Company will be held on Friday, June 14, 2024, at 10:00 a.m., at the Company's headquarters at 13537 Barrett Parkway, Suite 345, St. Louis, Missouri 63021, for the following purposes:

1. To elect Luke Van Kirk, DO as the Common Class Delegate to assign to the Transferee the right to vote the Common Class votes.
2. The Transferee's ratification of the election of the following Directors for a three-year term for the period 2024-27:  
  
James R. Bowlin  
Bruce C. Oetter  
Dr. George K. Parkins
3. The Transferee's ratification of the selection of Armanino, LLP, as the Company's auditor.
4. To authorize the Transferee to vote on such other business as may come before the meeting.

You are cordially invited to attend the meeting, and this Revocable Proxy is provided for you in the event you do not plan to attend the Annual Meeting. This proxy is solicited by the Board of Directors.

THIS REVOCABLE PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE MEMBER SIGNING ABOVE.

By signing and dating this proxy, you authorize the proxy to vote **for** electing Dr. Luke Van Kirk as the Common Class Delegate to assign to the Transferee the right to vote the Common Class Votes.

THIS PROXY MAY BE REVOKED AT ANY TIME PRIOR TO THE DATE OF THE ANNUAL MEETING THROUGH THE COMPANY'S RECEIPT OF WRITTEN REVOCATION OF THIS PROXY BY THE MEMBER SIGNING ABOVE.

THIS REVOCABLE PROXY SHALL APPLY ONLY IF YOU ARE CHARGED AND PAY A CAPITAL CONTRIBUTION TO THE COMPANY, AND COMPLY WITH ALL OTHER REQUIREMENTS TO BE A MEMBER OF THE COMPANY'S COMMON CLASS OF MEMBERSHIP.