GROUP CONTRACT

between

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

and

BankUnited

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GROUP CONTRACT

It is agreed between the organization named in the Group Contract Acceptance Agreement ("ORGANIZATION") and Metropolitan Life Insurance Company (“METLIFE”) that:

A. METLIFE is a New York corporation, authorized to do business in the state of New York and to arrange for or administer one or more dental plans providing dental services and supplies. Said benefits are established on a closed-panel basis for services rendered by contracted general dentists and specialty care services are provided on a closed panel fee-for service basis.

B. ORGANIZATION desires to obtain the services herein specified for and on behalf of its Eligible Participants as defined herein.

NOW, THEREFORE, the parties do mutually covenant and agree as follows:

I. REFERENCE TO ATTACHMENTS

This Contract, together with the Group Contract, Acceptance Agreement (the "Acceptance Agreement" attached hereto), Evidence of Coverage, Schedule of Benefits and Copayments, Exclusions and Limitations, and any Amendments, Directory of Participating Providers or other attachments hereto constitutes the entire agreement of the parties. The Schedule of Benefits and Copayments, Exclusions and Limitations are attached to the Acceptance Agreement as Exhibit A.

II. DEFINITIONS

2.1 BENEFIT PLAN shall mean the coverage provided in the METLIFE Schedule of Benefits and Copayments, the Exclusions and Limitations, and the Administrative Policies, if any.

2.2 COPAYMENT shall mean an additional fee charged by Dentist and to be paid by the MEMBER.

2.3 DENTIST shall mean a dentist licensed by the state of New York who is under contract with METLIFE and who agrees to accept a BENEFIT PLAN. DENTIST shall include a Participating General Dentist or Specialist.

2.4 ELIGIBLE PARTICIPANT shall mean an employee, member, or beneficiary of ORGANIZATION who is eligible to participate in the BENEFIT PLAN under the eligibility requirements determined by ORGANIZATION.

2.5 MEMBER shall mean a SUBSCRIBER or a covered dependent as determined by ORGANIZATION or by METLIFE pursuant to Section 5 (“Eligibility”).

2.6 ORGANIZATION means an association, employer, union, group or other organization to which the member belongs and which is the contracting entity as set forth in the Acceptance Agreement.

2.7 SUBSCRIBER shall mean the Eligible Participant whose relationship with the ORGANIZATION is the basis for eligibility for membership in the BENEFIT PLAN and who has enrolled in the BENEFIT PLAN.

III. PREMIUM

3.1 As set forth in the Acceptance Agreement, ORGANIZATION shall pay METLIFE the appropriate monthly premium per month for each covered MEMBER, as applicable, commencing on the effective date of this Contract, which sum shall be the guaranteed monthly premium until the contract renewal date.

3.2 The premium is paid by ORGANIZATION. The payment of this sum shall relieve ORGANIZATION and MEMBERS of any further liability for payment of a premium hereunder.

3.3 ORGANIZATION acknowledges and understands that this Contract provides solely and exclusively for services to be performed at dental facilities with whom METLIFE has a contractual relationship. This Contract provides for the provision of services at contracted dental facilities for which the MEMBER's financial obligation shall be either the payment of a coinsurance or copayment amount, as set forth in section 16. Any additional fees owed to the contracted dental facilities for covered services shall be paid by METLIFE.

3.4 ORGANIZATION shall send premium covering all MEMBERS to METLIFE at the address specified in the Acceptance Agreement, and continuing each month thereafter on the first of each month, for the duration of this Contract.

IV. OTHER CHARGES

4.1 Late Fees: ORGANIZATION acknowledges that any late payment of the premium by ORGANIZATION under the terms of this Agreement will cause METLIFE to incur costs not contemplated under this Contract. Such costs include, without limitation, processing and accounting charges, and other administrative costs associated with the collection of the late payment of the premium. Therefore, if the premium is not received from the ORGANIZATION by the tenth (10^{th}) day of each month, ORGANIZATION shall pay to METLIFE an additional sum of five percent (5%) of the monthly premium then due. METLIFE and ORGANIZATION agree that this charge represents a reasonable estimate of such costs and expenses and is fair compensation to METLIFE for its loss suffered by such nonperformance by ORGANIZATION. Acceptance of this charge shall not constitute a waiver by METLIFE of ORGANIZATION'S default with respect to such nonperformance by ORGANIZATION nor prevent METLIFE from exercising all other rights and remedies available to METLIFE.

4.2 Interest: Interest on late premium from the date such fees are due will be charged at a rate equal to six percent (6%) per year. Unpaid interest will be due and payable upon notice thereof to ORGANIZATION from METLIFE within fifteen (15) business days.

V. ELIGIBILITY

5.1 The determination of who is eligible to participate and who is participating in the BENEFIT PLAN shall be determined by ORGANIZATION. METLIFE shall have the right to rely upon ORGANIZATION'S determination. Any disputes or inquiries regarding eligibility, including rights regarding renewal, reinstatement and the like, if any, shall be referred by METLIFE to ORGANIZATION, which shall then advise METLIFE of its determination as soon as practicable.

5.2 In the absence of a determination of eligibility by ORGANIZATION, METLIFE defines eligible dependents to be:

- The lawful spouse or domestic partner of the SUBSCRIBER, if the ORGANIZATION permits such coverage.

The unmarried children or grandchildren of the SUBSCRIBER up to age twenty-six (26) for whom the SUBSCRIBER provides care (including adopted children, step-children, or other children for whom the SUBSCRIBER is required to provide dental care pursuant to a court or administrative order.)

- Children of the SUBSCRIBER who are incapable of self-sustaining employment and support due to a developmental disability or physical handicap. Attainment of age twenty-six (26) shall not operate to terminate the coverage of this child while the child is and continues to be both (1) incapable of self-sustaining employment by reason of mental or physical handicap and (2) chiefly dependent upon the SUBSCRIBER for support and maintenance, provided proof of the incapacity and dependency is furnished to METLIFE within thirty-one (31) days of the request for the information by METLIFE, but not more frequently than annually after the two (2)year period following the child's attainment of the limiting age.

- Other dependents if the ORGANIZATION provides dental benefits for these dependents.

5.3 In order for coverage to become effective, a written and signed enrollment application must be received by METLIFE and any required premium must be paid. METLIFE must receive such enrollment application within thirty (30) days of the date that each Eligible Participant becomes eligible for coverage. Dependent spouses and step-children are eligible for coverage upon marriage. Newborn children and newborn adopted children are eligible for coverage at birth. Legally adopted children and foster children are covered from the day they are placed with the SUBSCRIBER. METLIFE will also honor any court-ordered coverage for any other dependents.

5.4 ORGANIZATION shall also send an eligibility list via hard copy or other electronic medium to METLIFE specifying the names and other identifying data for each MEMBER to be covered for the succeeding month. Said eligibility list shall:

(a) Specifically identify those MEMBERS who are newly eligible to receive services.

(b) Specifically identify those MEMBERS who are no longer eligible to receive services.

(c) Be provided to METLIFE no later than the twentieth (20^{th}) day of the month preceding the month during which MEMBERS will be eligible for benefits.

5.5 Should a MEMBER be terminated or leave ORGANIZATION, the MEMBER shall continue to be eligible to receive services, and METLIFE shall be entitled to its monthly premium for such MEMBERS until such time as METLIFE is notified in writing of (i) the MEMBER'S termination and (ii) the MEMBER is removed from the eligibility list specified above. Should METLIFE be notified of a MEMBER'S termination after the eligibility list is provided by ORGANIZATION to METLIFE, coverage for the MEMBER shall continue until the end of the applicable monthly period, if any, and METLIFE shall retain or must be paid the applicable premium to the end of the monthly period for the MEMBER.

5.6 MEMBERS are eligible to become MEMBERS at the time designated by the ORGANIZATION as of the effective date of this Contract. For the MEMBERS of the ORGANIZATION who become eligible as determined by the ORGANIZATION after the effective date of this Contract, the effective date of eligibility shall be subject to the eligibility rules of the ORGANIZATION.

VI. CHOICE OF PROVIDERS

To receive covered dental benefits, when a MEMBER enrolls in the BENEFIT PLAN, he or she must choose a Participating General Dentist from the METLIFE network. Each MEMBER may select a different dental facility. The Directory of Participating Providers contains a complete listing of Participating Dentists. Participating General Dentists may also be located by accessing www.metlife.com/mybenefits to view METLIFE Participating General Dentists by zip codes.

VII. FACILITIES

All facilities under the BENEFIT PLAN are available for service twenty-four (24) hours a day, seven (7) days a week and are listed in the Directory of Participating Providers. Facilities may also be located by accessing www.metlife.com/mybenefits to view METLIFE Participating General Dentists by zip codes.

VIII. ADMINISTRATION

8.1 Whenever METLIFE is obligated to give any notice to MEMBERS with regard to any matters covered by this Contract or any statutes or regulations issued pursuant thereto, it shall be sufficient for METLIFE to give such notice to a representative of ORGANIZATION. ORGANIZATION shall then be obligated to give that notice to the MEMBERS in its next regular communication, but in no event shall such notice be given later than thirty (30) days after METLIFE gives notice of the matter(s) to ORGANIZATION. The ORGANIZATION representative designated to receive such notice is set forth in the Acceptance Agreement. If the ORGANIZATION representative changes, ORGANIZATION shall provide written notice of that change to METLIFE as soon as practicable.

8.2 With regard to the distribution of all materials, such as an Evidence of Coverage or other material required to be distributed pursuant to New York law or any other relevant statutes or regulations, it shall be sufficient for METLIFE to deliver the material for distribution to the ORGANIZATION representative designated in the Acceptance Agreement. ORGANIZATION shall be responsible to distribute such material to MEMBERS and/or Eligible Participants.

8.3 METLIFE agrees, subject to its Customer Service and Quality Department procedures, to duly investigate and endeavor to resolve any and all complaints received from MEMBERS with regard to the nature of professional services rendered. All grievances may be made by calling 1-800-880-1800. MEMBERS may also submit a completed written grievance form (available by calling the Customer Service number) or a detailed summary of your grievance to: MetLife Health Plans, Inc., c/o Quality Management Department, PO Box 3532 Laguna Hills, CA 92654-3532. A grievance may also be filed via our website at www.metlife.com/mybenefits.

8.4 METLIFE shall resolve all grievances within thirty (30) days of submission by the MEMBERS in accordance with the provisions set forth in the Evidence of Coverage.

8.5 METLIFE shall provide a Directory of Participating Providers to ORGANIZATION and/or the individual MEMBER, upon request by ORGANIZATION. In addition, the Directory of Participating Providers is available online at www.metlife.com/mybenefits.

8.6 METLIFE shall maintain a contractual relationship with dental facilities at appropriate locations to provide services to MEMBERS. ORGANIZATION recognizes that the establishment, maintenance, and location of all dental facilities are within the sole discretion of METLIFE. METLIFE agrees to promptly notify ORGANIZATION or MEMBERS in writing of the termination, breach of contract by, inability to perform of, or closure of any Participating General Dentist and to transfer affected MEMBERS to an alternate Participating General Dentist.

8.7 METLIFE shall not refuse to cover, or refuse to continue to cover, or limit the amount, extent or kind of coverage available to a MEMBER, or charge a different rate for the same coverage solely because of a physical or mental impairment, except where the refusal, limitation, or rate differential is based on sound actuarial principles applied to actual experience, or, if insufficient actual experience is available, then to sound underwriting practices.

IX. DENTIST-PATIENT RELATIONSHIP

9.1 It is expressly understood that the relationship between the MEMBER and the DENTIST rendering services or treatment shall be subject to the rules, limitations, and privileges incident to the dentist-patient relationship. The DENTIST shall be solely responsible to the MEMBER, without interference from METLIFE or ORGANIZATION, for all services or treatment within the professional relationship, subject to METLIFE's Quality Management Committee. DENTIST shall have the right to refuse treatment to a MEMBER who violates and/or compromises the dentist-patient relationship, including but not limited to continually failing to follow a prescribed course of treatment, using the relationship for illegal purposes, or making the professional relationship onerous.

9.2 While METLIFE desires and will use reasonable best efforts to contract with the most modern dental facilities available in the profession, it is understood and agreed that the operation and maintenance of the DENTIST's facility, equipment, and the rendition of all professional services shall be solely and exclusively under the control and supervision of the DENTIST, including all authority and control over the selection of staff, supervision of personnel, and operation of the professional practice and/or the rendition of any particular professional service or treatment.

9.3 METLIFE will undertake to see that the services provided to MEMBERS by DENTISTS shall be performed in accordance with professional standards of reasonable competence and skill of dental practitioners, as applicable, prevailing in the community in which each DENTIST practices.

9.4 Upon termination of a DENTIST'S contract with METLIFE, METLIFE shall be liable for covered services rendered by DENTIST (other than for co-payments) to a MEMBER who retains eligibility under this Contract or by operation of law under the care of such DENTIST at the time of the termination until the services being rendered to the MEMBER by DENTIST are completed, unless METLIFE makes reasonable and medically appropriate provisions for the assumption of the services by an alternate dentist.

X. DURATION OF THIS CONTRACT

This Contract shall be effective on the date indicated in the Acceptance Agreement and shall continue to the end of the period specified in the Acceptance Agreement.

XI. TERMINATION OF BENEFITS

11.1 Should ORGANIZATION be in default by the failure to remit the monthly premium or provide an eligibility list as required by Section III herein, METLIFE shall have the right to terminate this Contract upon thirty (30) days written notice. ORGANIZATION shall then have a grace period, as set forth below, from the date of receipt of such notice to remit the monthly premium or provide the eligibility list when due. Termination shall be effective the last day of the month in which the grace period expires.

11.2 Grace Period: This contract has a thirty (30) day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, this Contract will stay in force.

11.3 METLIFE shall within thirty (30) days of termination of this Contract refund to ORGANIZATION the pro rata portion of the premium which corresponds to any unexpired term for which premium have been received, together with any amounts due on claims, if any, less amounts due to METLIFE. METLIFE shall be paid its premium through the date of termination.

11.4 In the event a SUBSCRIBER terminates employment or association with ORGANIZATION or is certified by ORGANIZATION as being no longer eligible for benefits provided for herein, coverage for such terminated SUBSCRIBER and his or her dependents, if applicable, shall cease the last day of the monthly period for which ORGANIZATION has paid the applicable premium to METLIFE for the terminated SUBSCRIBER and his or her dependents, if applicable.

11.5 In the event this Contract is terminated, each DENTIST shall complete all dental procedures, which have been started prior to the date of termination, pursuant to the terms and conditions of this Contract as may be applicable.

11.7 In the event METLIFE fails to pay a DENTIST as may be required, neither the MEMBER nor ORGANIZATION shall be liable to the DENTIST for any sums owed by METLIFE to the DENTIST. In the event a MEMBER receives services from a dentist who is not a Participating General Dentist or Specialist, the MEMBER may be liable to that dentist for the cost of services rendered.

XII. CANCELLATION OR NONRENEWAL OF CONTRACT

12.1 Except for nonpayment of premium or termination of eligibility, as set forth above, METLIFE shall not cancel or otherwise terminate or fail to renew this Contract without giving ORGANIZATION at least ninety (90) days written notice of the cancellation, termination, or nonrenewal of the contract. The written notice must state the reason or reasons for the cancellation, termination, or nonrenewal.

XIII. REINSTATEMENT

13.1 Receipt by METLIFE of the proper premium after termination of this Contract for non-payment shall reinstate this Contract as though it had never been terminated, if such premium is received by METLIFE on or before the due date of the next succeeding premium. However, performance by METLIFE of any one of the following acts shall avoid any such reinstatement:

(a) METLIFE refunds such payment within ten (10) business days or if such payment is received more than five (5) business days after issuance of a notice of termination, within thirty one (31) business days after issuance of the notice of termination.

(b) METLIFE issues to ORGANIZATION within five (5) business days of receipt of such payment a new contract accompanied by written notice stating clearly that the new contract is intended to replace this Contract.

XIV. RENEWAL PROVISIONS

The parties may renew this Contract at the end of the term, as stated in the Acceptance Agreement, and by mutual consent modify or alter this Contract. However, all modifications, amendments, alterations, or renewals shall be in writing and duly executed by both. METLIFE shall not increase the amount of the premium or decrease in any manner the benefits provided to MEMBERS except upon thirty (30) days written notice to ORGANIZATION.

XV. EXTENSION OF BENEFITS

Termination of this Contract by METLIFE is without prejudice to any claim which commenced while this Contract was in force. Extension of benefits beyond the period this Contract was in force will continue until the specific treatment or procedure undertaken upon any MEMBER has been completed or for ninety (90) days, whichever is the lesser period of time.

XVI. BENEFITS TO BE PROVIDED - BENEFITS, COPAYMENTS, LIMITATIONS, EXCLUSIONS AND ADMINISTRATIVE POLICIES

16.1 METLIFE and ORGANIZATION agree that METLIFE shall provide services to MEMBERS of ORGANIZATION under the BENEFIT PLAN set forth in the Schedule of Benefits attached to the Acceptance Agreement marked Exhibit A.

16.2 The MEMBER and not METLIFE nor ORGANIZATION shall be solely responsible for payment of all Copayments and for any excluded procedure, and shall make payment directly to the DENTIST rendering such services.

16.3 METLIFE agrees that DENTISTS shall abide by the Benefit Plan as set forth in this Contract. METLIFE further agrees that it will not increase the premium as set forth in the Acceptance Agreement, and that it will not modify the Schedule of Benefits and Copayments during the term of this Contract without ninety (90) days prior notice to the ORGANIZATION.

XVII. CONTINUATION OF COVERAGE

17.1 If ORGANIZATION is required to offer any continuation of coverage period or election period, necessary for ORGANIZATION'S compliance with requirements of the Consolidated Omnibus Budget Reconciliation Act (Federal COBRA) and any regulations adopted thereunder, or any similar New York law requiring the continuation of benefits for the MEMBER, coverage will be continued provided that ORGANIZATION continues to certify the eligibility of the MEMBER and the monthly premium for COBRA coverage for the MEMBER continues to be paid by ORGANIZATION pursuant to this Contract.

17.2 Federal COBRA (Groups with twenty (20) or more employees): A MEMBER who would otherwise lose coverage may continue uninterrupted coverage upon arrangement with ORGANIZATION in compliance with Federal COBRA.

XVIII. GENERAL PROVISIONS

18.1 Whenever it becomes necessary for either party to serve notice on the other with respect to this Contract such notice shall be in writing and shall be served registered or certified mail, return receipt requested, addressed as indicated below:

(a) If addressed to METLIFE, it shall be addressed as follows:

METLIFE
Attention: Alan Hirschberg
501 Route 22
Bridgewater, New Jersey

(b) If addressed to ORGANIZATION, it shall be addressed as indicated in the Acceptance Agreement.

18.2 The telephone number of METLIFE's Customer Service Department is 1-800-880-1800.

18.3 Throughout this Contract, the singular shall include the plural and the plural the singular; the masculine shall include the neuter and feminine; and the neuter shall include the masculine and feminine.

18.4 This Contract is subject to the requirements of New York law. Should either the law or the regulations be amended, such amendments shall automatically be deemed to be a part of this Contract and shall take precedence over any inconsistent provision of this Contract. Any provision required to be in this Contract by either the law or applicable regulations shall automatically bind METLIFE.

18.5 If any provision of this Contract is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this Contract, and such remaining provisions shall continue in full force and effect unless the illegality or invalidity prevent the accomplishment of the objectives and purposes of this Contract.

18.6 ORGANIZATION covenants and agrees that it will not sell, assign, or transfer this Contract without the specific written consent of METLIFE and any such sale, assignment, or transfer shall be null and void and shall act as a default of this Contract. METLIFE'S consent to any one sale, assignment, or transfer shall not waive its right with respect to declining to consent to any other sale, assignment, or transfer. This Contract shall not be assigned, transferred or set over, either voluntarily or involuntarily or by operation of law or otherwise, including but not limited to any proceeding initiated under the Bankruptcy Act of the laws of the United States and/or the appointment of a trustee or receiver, whether by state or federal court or otherwise. Notwithstanding anything to the contrary in this Contract, either party may sell, assign, and/or transfer its rights and delegate its duties hereunder to any entity into which it is merged or which acquires substantially all of its assets.

18.7 In the event ORGANIZATION is regulated under the Employee Retirement Income Security Act of 1974 (ERISA), ORGANIZATION covenants and agrees that it and not METLIFE shall be responsible for meeting all requirements of ERISA. METLIFE will cooperate with ORGANIZATION in supplying ORGANIZATION with any information within its possession to aid ORGANIZATION in meeting any ERISA reporting requirements. METLIFE is not and shall not be designated the administrator or fiduciary of the BENEFIT PLAN.

18.8 This Contract constitutes the entire agreement of the parties. There are no oral representations or agreements not embodied in this Contract. This Contract may only be modified by a subsequent writing executed by the parties.

18.9 Each of the parties acknowledges that it has read this Contract, understands its contents, and executes this Contract voluntarily.

18.10 ORGANIZATION represents it has the authority under applicable law and its charter instrument to execute this Contract and has passed all necessary resolutions giving it the authority to do so.

18.11 ORGANIZATION covenants and agrees it will not solicit, use, engage, or contract with any Dentist for use in any manner whatsoever in any managed care dental plan, other than a BENEFIT PLAN during the term of this Contract.

18.12 A specimen of this Contract may be furnished to any MEMBER upon request.

18.13 This Contract shall be governed by the laws of the State of New York.