



8. Pursuant to 24-A M.R.S.A. § 12-A(1), Northeast Eye & Health agrees to the imposition of a civil penalty of \$100, and shall submit a check for that amount, payable to the Treasurer of the State of Maine, at the time of the execution of this Agreement.
9. Upon Northeast Eye & Health's execution of this Agreement and payment of the specified civil penalty, the Superintendent agrees to approve the name change retroactive to January 26, 2001, subject to Northeast Eye & Health's filing of the approved Articles of Amendment with the Secretary of State within ten days after receiving the Superintendent's signed approval.
10. In consideration of Northeast Eye & Health's execution of and compliance with the terms of this Consent Agreement, the Superintendent agrees to forgo pursuing any disciplinary measures or other civil or administrative sanction for the actions described in the Stipulations, other than those agreed to in this Consent Agreement. However, should Northeast Eye & Health violate this Consent Agreement, the Superintendent reserves the right to pursue any available legal remedy for the violation, including without limitation the suspension or revocation of Northeast Eye & Health's certificate of authority to offer health coverage in the State of Maine.
11. The parties to this Agreement understand that nothing herein shall affect any rights or interests that any person not a party to this Agreement may possess.
12. Northeast Eye & Health understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S.A. § 402, will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408, and will be reported to the National Association of Insurance Commissioners' "RIRS" database.
13. Northeast Eye & Health has been advised of its right to consult with counsel, and has consulted with counsel before executing this Agreement.
14. This Consent Agreement may be modified only by a written agreement executed by all of the parties.

**FOR NORTHEAST EYE & HEALTH**

Dated:

\_\_\_\_\_

*(signature)*

\_\_\_\_\_

*(printed name and title)*

Personally appeared before me this day \_\_\_\_\_, and signed this Consent Agreement in my presence.

\_\_\_\_\_  
Notary Public

**FOR THE DEPARTMENT OF THE ATTORNEY GENERAL**

Dated:

\_\_\_\_\_

Thomas C. Sturtevant, Jr., AAG

**BY THE SUPERINTENDENT OF INSURANCE**

Dated:

\_\_\_\_\_  
Alessandro A. Iuppa, Superintendent