

Health Maintenance Organization, has done business in Ohio, and is subject to the provisions of R.C. Chapters 3903 and 1742.

2. Defendant WellCare is in such condition that attempts to rehabilitate would substantially increase the risk of loss to its enrollees, subscribers, policyholders, creditors or the public or would be futile.

3. Defendant WellCare is insolvent as defined in R.C. 3903.01(K).

4. Defendant WellCare, its members, officers, directors, agents, employees, partners, representatives and those acting in concert with it should be enjoined and restrained from conducting, operating or engaging in the business of insurance, health maintenance organizations, or any other business of Defendant WellCare under any charter, permit, license, registration, certificate of authority, power or privilege of Defendant WellCare, and that any banks, savings and loan association, corporation, depositors, employers' welfare trusts, unions, agents or other legal entities should be enjoined and restrained from removing or disposing of any of the assets, books, records or property of Defendant WellCare, or of any debt or claim owed to, by or for said Defendant, without the express written authorization of the Liquidator.

5. Without the appointment of a Liquidator, Defendant may cause harm to the interests of its enrollees, subscribers, policyholders, creditors or the public in general, and that unless

restrained, Defendant WellCare will be forced to operate in a condition contrary to the best interests of Defendant's creditors, its enrollees, subscribers, policyholders and the general public.

6. Without the appointment of a Liquidator, the remaining assets of Defendant WellCare may become dissipated, causing irreparable and immediate injury to the enrollees, subscribers, and policyholders, Defendant's creditors and the general public.

It is hereby ORDERED, ADJUDGED and DECLARED as follows:

1. Sufficient cause exists for the liquidation of Defendant WellCare, and Plaintiff's Motion for an Order of Liquidation be and hereby is GRANTED.

2. George Fabe, Superintendent of Insurance for the State of Ohio, and his successors in office, be and hereby is appointed Liquidator of Defendant WellCare for the purpose of the liquidation of Defendant WellCare pursuant to the provisions of R.C. Chapter 3903.

3. The Liquidator shall forthwith take and secure possession of all assets and property of Defendant WellCare, including, but not limited to, all property, contracts, deposits, securities, rights of action, accounts, safe deposit boxes, books, offices, documents, papers, evidences of debt, bonds, mortgages, and records of Defendant WellCare, wherever located, and administer them under the general supervision of this Court.

4. The Liquidator is vested by operation of law with the title of all property, deposits, bonds, office supplies, fixtures,

mortgages, furniture, debentures, securities, contracts, rights of action, books, records and other assets of Defendant WellCare as of the date of the entry of this Order directing liquidation, and is authorized to deal with same in the Liquidator's own name.

5. The Liquidator is directed to liquidate the assets of Defendant WellCare, including, but not limited to, funds held by Defendant WellCare's employees, agents, subagents, producing agents, brokers, reinsurers and reinsurance pools, solicitors, reinsurers and reinsurance pools service representatives, health care facilities, providers or others under agency contracts or otherwise, which are due and unpaid to Defendant WellCare.

6. The Liquidator is vested with the right, title and interest in all funds recoverable under treaties, contracts and agreements of reinsurance heretofore entered into by Defendant WellCare, and that all reinsurance companies involved with Defendant WellCare are restrained from making any settlements with any claimant or policyholder other than the Superintendent as Liquidator, without the written permission or consent of the Liquidator.

7. The Liquidator is authorized to take such action as he considers necessary or appropriate to liquidate Defendant WellCare, including, but not limited to, the following:

(a) Appoint one or more special deputies to act for him under Sections 3903.01 to 3903.59 of the Revised Code, and determine the deputies' reasonable compensation. Special deputies have all the

powers of the Liquidator and shall serve at the pleasure of the Liquidator;

(b) Employ employees and agents, actuaries, accountants, appraisers, consultants, and such other personnel as he may consider necessary to assist in the liquidation;

(c) Fix the reasonable compensation of employees and agents, actuaries, accountants, appraisers and consultants with the approval of the Court;

(d) Pay reasonable compensation to persons appointed and defray from the funds or assets of Defendant WellCare all expenses of taking possession of, conserving, conducting, liquidating, disposing of or otherwise dealing with the business and property of the insurer. In the event that the property of the health maintenance organization does not contain sufficient cash or liquid assets to defray the costs incurred, the Superintendent of Insurance may advance the costs so incurred out of any appropriation for the maintenance of the Department of Insurance. Any amounts so advanced for expenses of administration shall be repaid to the Superintendent for the use of the Department out of the first available money of Defendant WellCare.

(e) Hold hearings, subpoena witnesses to compel their appearance, administer oaths, examine any person under oath and compel any person to subscribe to his testimony after it has been correctly reduced to writing, and in connection therewith require

the production of any books, papers, records or other documents which he considers relevant to the inquiry;

(f) Collect all debts and moneys due and claims belonging to Defendant WellCare, wherever located. For this purpose, the Liquidator may do any of the following:

(i) Institute timely actions in other jurisdictions, in order to forestall garnishment and attachment proceedings against such debts;

(ii) Do such other acts as are necessary or expedient to collect, conserve or protect its assets or property, including the power to sell, compound, compromise or assign debts for purposes of collection upon such terms and conditions as he considers best;

(iii) Pursue any creditor's remedies available to enforce his claims;

(g) Conduct public or private sales of the property of Defendant WellCare;

(h) Use assets of the estate of Defendant WellCare to transfer enrollee evidence of coverage obligations to a solvent assuming insurer, health maintenance organization, or other applicable health care provider entity, if the transfer can be arranged without prejudice to applicable priorities under R.C. 3903.42;

(i) Acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon or otherwise dispose of or deal with, any

property of Defendant WellCare at its market value or upon such terms and conditions as are fair and reasonable. The Liquidator may execute, acknowledge and deliver any and all deeds, assignments, releases and other instruments necessary or proper to effectuate any sale of property or other transaction in connection with the liquidation;

(j) Borrow money on the security of Defendant WellCare's assets or without security and to execute and deliver all documents necessary to that transaction for the purpose of facilitating the liquidation;

(k) Enter into such contracts as are necessary to carry out this Order to Liquidate, and to affirm or disavow any contract to which Defendant WellCare is a party;

(l) Continue to prosecute and to commence in the name of Defendant WellCare or in his own name any and all suits and other legal proceedings, in this state or elsewhere, and to abandon the prosecution of claims he considers unprofitable to pursue further; if Defendant WellCare is dissolved under R.C. 3903.20, to apply to any court in this state or elsewhere for leave to substitute himself for Defendant WellCare as plaintiff;

(m) Prosecute any action which may exist on behalf of the creditors, members, enrollees, subscribers, policyholders or shareholders of Defendant WellCare against any officer of Defendant WellCare or any other person;

(n) Remove any or all records and property of Defendant WellCare to the offices of the Superintendent or to such other place as may be convenient for the purposes of efficient and orderly execution of the liquidation;

(o) Deposit in one or more banks in this state such sums as are required for meeting current administration expenses and dividend distributions;

(p) Invest all sums not currently needed, unless the Court orders otherwise;

(q) File any necessary documents for record in the office of any recorder of deeds or record office in this state or elsewhere where property of Defendant WellCare is located;

(r) Assert all defenses available to Defendant WellCare as against third persons, including, but not limited to, statutes of limitation, statutes of frauds, and the defense of usury. A waiver of any defense by Defendant WellCare after a complaint in liquidation has been filed does not bind the Liquidator. Whenever a guaranty association or foreign guaranty association has an obligation to defend any suit, the Liquidator shall give precedence to such obligation and may defend only in the absence of a defense by such guaranty association;

(s) Exercise and enforce all the rights, remedies and powers of any creditor, shareholder, enrollee, subscriber, policyholder or member, including any power to avoid any transfer or lien that may be given by the general law and that is not included under R.C. 3903.26 to R.C. 3903.28;

(t) Intervene in any proceeding wherever instituted that might lead to the appointment of a receiver, conservator, rehabilitator, liquidator, or trustee, and to act as the receiver, conservator, rehabilitator, or trustee whenever the appointment is offered;

(u) Enter into agreements with any receiver, conservator, rehabilitator, liquidator, or superintendent of any other state relating to the rehabilitation, liquidation, conservation or dissolution of an health maintenance organization doing business in both states;

(v) Exercise all powers now held or hereafter conferred upon receivers, conservators, rehabilitators, or liquidators by the laws of this state not inconsistent with the provisions of R.C. 3903.01 to R.C. 3903.59;

(w) Take possession of all of Defendant WellCare's securities and deposits filed or on deposit with Plaintiff;

(x) Collect all debts and money due and claims belonging to Defendant WellCare, wherever located, which are economically feasible to collect;

(y) The enumeration of the above described powers and authority of the Liquidator shall not be construed as a limitation upon him, nor shall it exclude in any manner his right to do such other acts not herein specifically enumerated, or otherwise provided for, as may be necessary or appropriate of or in aid of the purpose of liquidation of either Defendant.

8. The Liquidator is hereby granted and given all powers and authority under any and all statutes and under the common law of this state authorizing the appointment of Insurance Liquidators, and, particularly, is granted and given all powers and authority contained in R.C. Chapters 1742 and 3903, including, without limitation, those enumerated herein.

9. All officers, directors, trustees, employees, agents of Defendant WellCare, or any other person, firm, association, partnership, corporation or other entity in charge of any aspect of Defendant's affairs, including, but not limited to, health care facilities, providers, banks, savings and loan associations, financial or lending institutions, brokers, stock or mutual associations, or any parent, holding company, subsidiary or affiliated corporation or any other representative acting in concert with Defendant, shall cooperate with the Liquidator in the performance of his duties. The definition of "to cooperate" shall include, but not be limited to, a duty to do both of the following:

(a) Reply promptly in writing to any inquiry from the Liquidator requesting such a reply; and

(b) Make available to the Liquidator any books, accounts, documents, agreements, contracts, records, information or property of, or pertaining to, Defendant in his possession, custody or control.

10. No member, officer, director, employee, partner, agent, representative of Defendant WellCare, or any other person acting in concert with Defendant, shall obstruct or interfere with the Liquidator in the conduct of his duties as Liquidator, and these persons are hereby restrained, except under the express authorization of the Liquidator or by the further order of this Court, from doing, operating and conducting the business of insurance of Defendant or under any charter, permit, license, power or privilege, belonging to or heretofore issued by or to said Defendant WellCare, and from in any manner conducting, doing or engaging in the business of insurance; from disposing of, using, transferring, selling, assigning, cancelling, hypothecating or concealing in any manner or in any way, any books, records, equipment, money, accounts receivable, stocks (including the stock of Defendant,) bonds, assets, notes, funds or any other property or other assets of Defendant, whether real, personal or mixed or of any kind or nature, wherever situated, including any claims or cause of action that Defendant might have against any person, firm association or corporation, belonging to, owned by, in the possession of, or claimed by Defendant; and disposing of any account, debt, deposit, share account, trust account, or any other asset owned, owed to, or held for the benefit of Defendant, or any account held individually, jointly, or severally for Defendant, whether such account, debt, deposit, share account, trust account, or any other asset owned or held for such Defendant in the name of or for the benefit of Defendant or under any other name.

11. All officers, directors, employees, agents, servants, and representatives of Defendant WellCare and those acting in concert with Defendant, shall, by sworn written statement, inform the Liquidator of the nature, description and location of all assets or other property of Defendant not located on the premises of Defendant, including, but not limited to, all bank accounts, safe deposit boxes, safes, stock certificates, bonds, certificates of deposit, cash, security or any other property, real, personal or mixed, and these persons are specifically ordered and enjoined from disposing of, using or concealing in any manner or in any way any of the assets, books, property, records or reports of Defendant, except under the express authorization of the Liquidator or by the further order of this Court.

12. All banks, savings and loan associations, trust companies or any other persons, firms, corporations, associations, depositories, employers, unions, welfare trusts, or other legal entities, are hereby restrained as follows:

(a) From disposing of, using, releasing, transferring, withdrawing, allowing to be withdrawn or concealing in any manner or in any way any of the property or assets of Defendant WellCare, of any kind or nature whatsoever, wherever situated, or from disposing of any account, debt, deposit, share account, trust account, or any other asset owned, owed to or held for the benefit of Defendant, or any account, debt, share account, trust account, or other assets owned or held individually, jointly, or severally,

for Defendant, whether such account, debt, deposit, share account, trust account, or any other asset owned or held for such Defendant, or under any other name, except under the express written authorization of the Liquidator or by the further order of this Court.

(b) From doing anything, directly or indirectly, to prevent the Liquidator from gaining access to, acquiring, examining or investigating any books, documents or records pertaining to or concerning Defendant or its affairs, under whatever name such books, documents or records may be filed or found or wheresoever such books, documents or records may be found or situated.

(c) From interfering in any way with the lawful acts of the Liquidator who has been appointed herein or from disposing of, converting, dissipating, or concealing in any manner or in any way any of the assets, books, property, records, or reports of Defendant.

13. The Liquidator shall take all steps necessary to place all bank accounts, stock certificates, securities, certificates of deposit and other financial instruments of Defendant WellCare into his own name, and shall use any accounts of Defendant WellCare as an operating fund for the liquidation of Defendant, and shall keep a true and correct account of any and all receipts or expenditures which he shall make as Liquidator in the course of the liquidation of said business.

14. All members, enrollees, subscribers, and customers of Defendant WellCare shall pay to the Liquidator any unpaid earned premiums or other amounts due Defendant, at the time of the entry of this Order.

15. All officers, directors, employees, agents and brokers of Defendant WellCare are enjoined from returning an unearned premiums, or any money in their possession collected for premiums or enrollment contributions to enrollees, policyholders, or subscribers and all premium finance companies which have entered into contacts to finance a premium for a policy or evidence of coverage which has been issued by Defendant WellCare are enjoined from returning any such premiums or any money in their possession and that such officers, directors, employees, agents, brokers and premium finance companies shall turn over all such funds in their possession to the Superintendent as Liquidator.

16. No civil action shall be commenced against Defendant WellCare or the Liquidator, whether in this state or elsewhere, nor shall any such existing actions be maintained or further prosecuted after the entry of this Order. For a period not to exceed thirty (30) days from the filing of this Entry and Order, nothing in this Paragraph or in the remainder of this Entry shall preclude Defendant WellCare or its officers, directors, or shareholders from commencing, maintaining, or participating in a civil action against the Liquidator, and then further prosecuting such action, and nothing in this Paragraph or in the remainder of

this Entry shall preclude the Liquidator from commencing, maintaining, or participating in a civil action against Defendant WellCare or its officers, directors, or shareholders and then further prosecuting such action. The thirty (30) day time period described above shall in no way limit the Liquidator, Defendant WellCare, or its officers, directors, or shareholders from exercising all rights as a party to any civil action brought in accordance with this Paragraph. Whenever in the Liquidator's judgment, protection of the estate of Defendant WellCare necessitates intervention in an action against Defendant WellCare that is pending outside this state, he may intervene in the action. The Liquidator may defend any action in which he intervenes under this section at the expense of the estate of Defendant WellCare.

17. The Liquidator is authorized to, upon or after this Order for Liquidation, within two years or such time in addition to two years as applicable law may permit, commence an action or proceeding on behalf of the estate of Defendant WellCare upon any cause of action against which the period of limitation fixed by applicable law has not expired at the time of the filing of Plaintiff's Motion for Order of Liquidation. Where, by any agreement, a period of limitation is fixed for commencing a suit or proceeding upon any claim, or for filing any claim, proof of claim, proof of loss, demand, notice or the like, or where in any proceeding, judicial or otherwise, a period of limitation is

fixed, either in the proceeding or by applicable law, for taking any action, filing any claim or pleading, or doing any act, and where in any such case the period had not expired at the date of the filing of the Motion for an Order of Liquidation, the Liquidator may, for the benefit of Defendant WellCare, take any such action or do any such act, required of or permitted to Defendant WellCare, within a period of one hundred eighty days subsequent to the entry of this Order for Liquidation, or within such further period as is shown to the satisfaction of the Court not to be unfairly prejudicial to the other party.

18. All policies, evidences of coverage, and other similar obligations of Defendant WellCare now in force shall be cancelled as of the end of the contract period for which premiums have been paid to Defendant WellCare by such member, subscriber, or enrollee, but in no event shall any such policy, evidences of coverage, and other similar obligation continue in force longer than the 30th day after the date of the entry of this Order of Liquidation.

19. The Liquidator is authorized to cancel all executory contracts, except the contracts of insurance, surety bonds, evidence of coverage, and other similar obligations and contracts which may be cancelled as provided in Paragraph 21, shall cease and be fixed as of the date of the Entry of this Order of Liquidation, except as provided in R.C. 3903.19 and 3903.37, and that such impending cancellations not be treated as anticipatory or other breach of contracts.

20. The Liquidator shall have the power and authority under R.C. 3903.26, 3903.27 and 3903.28 to avoid fraudulent or preferential transfers.

21. The Liquidator is hereby authorized to do all other things permitted by law to effectuate the Liquidation of Defendant WellCare.

22. All third persons dealing with interests in real property or other property of Defendant WellCare are charged with notice of this Order as provided in R.C. 3903.18(A),

23. The Liquidator is directed to give or cause to be given notice of this Liquidation Order as required by R.C. 3903.22.

24. As soon as practical after the Entry of this Order, but not later than one hundred twenty days thereafter, the Liquidator shall prepare in duplicate a list of inventory of all property of Defendant WellCare or submit to the Court a plan for disbursement of assets in accordance with R.C. 3903.34, and shall submit an accounting to this Court at such intervals as ordered by this Court.

25. Upon the issuance of this Order, the rights and liabilities of Defendant WellCare and of its subscribers, enrollees, creditors, policyholders, shareholders, members and all other parties interested in the estate of Defendant WellCare shall become fixed as of the date of this Order, except as provided in R.C. 3903.19 and R.C. 3903.37.

26. Stafford P. McGuire is hereby appointed Chief Deputy Liquidator and James M. Young is hereby appointed Deputy Liquidator until such further Order of this Court.

27. George Fabe, the Superintendent of Insurance, State of Ohio, or any successor in office as Superintendent, is hereby authorized, permitted and allowed to sell, assign and transfer the Corporate Charter of Defendant WellCare and any and all insurance licenses or certificates of authority held by Defendants in such a method and manner as may be approved by this Court.

28. This Court requests that, in all actions or proceedings pending or hereafter filed outside of the State of Ohio involving Defendant WellCare, full faith and credit be given to this Order.

29. This Court shall retain jurisdiction in this case for the purpose of granting such other and further relief as the nature of this case or on the interests of the enrollees, subscribers, policyholders, creditors, stockholders or the members of the public may require.

30. Any bank, savings and loan institution, depository, mortgage company, title company, court or stockholder in possession of funds deposited by or on behalf of Defendant WellCare or other assets purchased with funds of Defendant WellCare are hereby ordered to turn all such funds over to the Liquidator forthwith, irrespective of any garnishments, set offs, aid in execution proceedings, attachment, or any other such collection effort.

31. All persons, including policyholders, subscribers, insureds, obligees, principals, creditors, stockholders of Defendant WellCare and all persons asserting claims against such

policyholders, are enjoined from instituting or pursuing any action or proceeding in any court or before any administrative agency, including boards and commissions administering workmens' compensation or occupational diseases or similar laws of the State of Ohio or of any other states, or of the United States, which seeks in any way, directly or indirectly, to contest or interfere with the Superintendents' exclusive right, title and interest to funds recoverable under treaties and agreements of reinsurance heretofore entered into by Defendant WellCare.

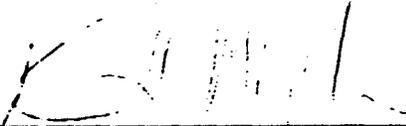
SO ORDERED.

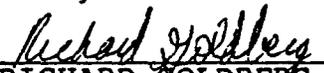
15/ Frederick T. Williams
JUDGE FREDERICK T. WILLIAMS

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THE STATE OF OHIO Franklin County, ss	} I THOMAS J. ENRIGHT, Clerk OF THE COURT OF COMMON PLEAS, WITHIN AND FOR SAID COUNTY.
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL <i>Entry Order</i> NOW ON FILE IN MY OFFICE.	
WITNESS MY HAND AND SEAL OF SAID COURT THIS <i>1st</i> DAY OF <i>June</i> A.D. 19 <i>89</i>	
By <i>M/Bow</i>	THOMAS J. ENRIGHT, Clerk Civil Deputy