

1. Plaintiff is the duly appointed Superintendent of Insurance for the State of Ohio and is charged with the responsibility of executing and enforcing the insurance laws of this state pursuant to O.R.C. § 3901.011.

2. Defendant ANIC is a domestic "insurer" as defined in Section 3903.01(L) of the Ohio Revised Code and is, therefore, subject to proceedings authorized by O.R.C. 3903.01 to 3903.59, entitled the "Insurer's Supervision, Rehabilitation and Liquidation Act."

3. On November 29, 2000, the Court issued an Order Appointing Rehabilitator which placed Defendant ANIC in rehabilitation pursuant to O.R.C. §3903.13 and contained, *inter alia*, the following findings: Defendant ANIC is in such condition that its further transaction of business would be financially hazardous to its policyholders, creditors or the public, as described under O.R.C. § 3903.12(A).

4. In addition to the findings made in its November 29, 2000 Order, the Court now finds that Defendant ANIC is insolvent as defined in O.R.C. § 3903.01(K).

5. Defendant ANIC is in such condition that further attempts to rehabilitate it would substantially increase the risk of loss to its policyholders, creditors and/or the public, or would be futile, as described in O.R.C. § 3903.16(A).

6. Defendant ANIC, its members, officers, directors, agents, employees, partners, representatives and those acting in concert with them should be enjoined and restrained from conducting, operating or engaging in the business of insurance or any other business of Defendant ANIC under any charter, permit, license, registration, certificate of authority, power or privilege of Defendant ANIC, and that all officers, directors, employees, representatives, banks, savings and loan associations, corporations, depositors, employers' welfare trusts, unions, brokers, agents, reinsurers,

and other legal entities should be enjoined and restrained from removing or disposing of any of the assets, books, records or property of Defendant ANIC, or of any debt or claim owed to, by or for said Defendant ANIC, without the express written authorization of the Liquidator.

7. Without the appointment of a Liquidator, Defendant ANIC may cause harm to the interests of its creditors and/or the public in general, and that unless restrained, Defendant ANIC will be forced to operate in a condition contrary to the best interests of its creditors and the general public.

Based upon the foregoing and this Court's review of applicable statutory provisions, it is hereby FOUND, ORDERED, ADJUDGED and DECLARED as follows:

1. Sufficient cause exists for the liquidation of Defendant ANIC:
 - a) The grounds for Rehabilitation found in this Court's earlier Order of Rehabilitation continue to exist and therefore form a basis for liquidation under O.R.C. §3903.17(A);
 - b) Defendant ANIC is insolvent and is therefore subject to liquidation under O.R.C. §3903.17(B); and
 - c) Defendant ANIC is in such condition that the further transaction of business would be hazardous, financially or otherwise, to its policyholders, creditors and/or the public and is therefore subject to liquidation under O.R.C. § 3903.17(C).

Defendant ANIC is therefore ordered into liquidation pursuant to O.R.C. Chapter 3903.

2. J. Lee Covington II, Superintendent of Insurance for the Ohio Department of Insurance, and his successors in office, is appointed Liquidator of Defendant ANIC for the purpose of the liquidation of Defendant ANIC pursuant to the provisions of

O.R.C. Chapter 3903. Pursuant to O.R.C. § 3903.21 (A)(1), the Liquidator appoints Douglas L. Hertlein as Chief Deputy Liquidator. The Liquidator, any Deputy Liquidator and any employee who serves under the Liquidator is provided the indemnification specified in O.R.C. § 3903.07.

3. The Liquidator shall forthwith take and secure possession of all assets and property of Defendant ANIC, of every kind whatsoever and wherever located, whether in the possession of Defendant ANIC or its officers, directors, employees, consultants, attorneys, agents, parents, subsidiaries, affiliated corporations or those acting in concert with any of these persons, and any other persons, including, but not limited to, all property, offices maintained by Defendant ANIC, contracts, deposits, stocks, securities, rights of action, accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, furniture, fixtures, office supplies, safe deposit boxes, legal/litigation files, and all books and records of Defendant ANIC, wherever located, and administer them under the general supervision of the Court.

4. The Liquidator is vested by operation of law with the title to all assets of Defendant ANIC, including, but not limited to, all property, deposits, stocks, securities, contracts, rights of action, accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, furniture, fixtures, office supplies, safe deposit boxes, legal/litigation files, books, records and all other assets of Defendant ANIC, wherever located, as of the date of the entry of this Order of Liquidation, and is authorized to deal with same in his own name as Liquidator.

5. The Liquidator is directed to collect and liquidate the assets of Defendant ANIC, including but not limited to, funds held by Defendant ANIC's agents, subagents, producing agents, brokers, reinsurers, reinsurance intermediaries, reinsurance pools,

solicitors, service representatives, or others under agency contracts or otherwise, which are due and unpaid to Defendant ANIC, including premium, unearned commissions, agents' balances and agents' reserve funds, reinsurance recoveries and "funds held" by reinsurers.

6. The Liquidator is vested with the right, title and interest in all funds recoverable under the treaties, contracts and agreements of reinsurance heretofore entered into by Defendant ANIC, as the ceding insurer, and all reinsurers, reinsurance pools, brokers, or other persons involved with Defendant ANIC are permanently restrained and enjoined from making, attempting to make, or encouraging others to make, any settlements with any claimant, policyholder or any other person than the Liquidator, without the prior written permission or consent of the Liquidator; provided, however, that a guaranty association or foreign guaranty association may settle its covered obligations with appropriate claimants and others.

7. The Liquidator is authorized to take such action as he considers necessary or appropriate to liquidate Defendant ANIC, including but not limited to all of the powers granted under ORC § 3903.21 and the following:

(a) Appoint one or more special deputies to act for him under O.R.C. §§3903.01 to 3903.59, 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) Without prior notice to or approval by the Court, employ personnel 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, consultants and other personnel with the approval of the Court, which approval shall be obtained by the Court's approval of the Liquidator's accountings filed pursuant to ORC § 3903.18(E);

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

(e) Adopt such Administrative Operating Procedures, from time to time, as are necessary to aid in the efficient, economic and effective administration of the liquidation of Defendant ANIC, subject to the approval of such procedures by the Court;

(f) Hold hearings, subpoena witnesses to compel their appearance, administer oaths, examine any person under oath and compel any person to subscribe to their 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;

(g) Collect all debts and monies due and claims belonging to Defendant ANIC, wherever located, which in the judgment of the Liquidator are economically feasible to collect. 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 Defendant ANIC's assets or property, including the power to sell, compound, compromise or assign debts for purposes of collection upon such terms and conditions as the Liquidator considers best;

(iii) Pursue any creditors' remedies available to enforce claims of Defendant ANIC;

(h) Conduct public or private sales of the property of Defendant ANIC;

(i) Use assets of the estate of Defendant ANIC to transfer policy obligations to a solvent assuming insurer, if the transfer can be arranged without prejudice to applicable priorities under O.R.C. § 3903.42;

(j) Acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon or otherwise dispose of or deal with, any property of Defendant ANIC 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;

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

(l) Enter into such contracts, agreements and settlements as are necessary to carry out this Order to Liquidate, and to affirm or disavow any contract, agreement or settlement to which either Defendant ANIC is a party, or Defendant ANIC

is required to defend a party;

(m) Continue to prosecute and to commence in the name of Defendant ANIC 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;

(n) If Defendant ANIC is dissolved under O.R.C. § 3903.20, to apply to any court in this state or elsewhere for leave to substitute himself for Defendant ANIC as plaintiff;

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

(p) Remove any or all records and property of Defendant ANIC to the offices of the Liquidator or to such other place as may be convenient to the purposes of efficient and orderly administration of the liquidation. Guaranty associations and foreign guaranty associations shall have such reasonable access to the records of Defendant ANIC as is necessary for them to carry out their statutory obligations;

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

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

(s) 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 ANIC is located;

(t) Assert all defenses available to Defendant ANIC as against third

persons, including, but not limited to, statutes of limitations, statutes of frauds and the defense of usury. A waiver of any defense by Defendant ANIC after a complaint in liquidation has been filed does not bind the Liquidator;

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

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

(w) 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 insurer doing business in both states;

(x) 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 O.R.C. §§ 3903.01 to 3903.59;

(y) Apply to this Court for permission to sell Defendant ANIC as a going concern;

(z) Apply for and/or receive any tax refunds, credits tax loss carry-forwards or other tax benefit that would be available to Defendant ANIC but for the Order of Liquidation;

(aa) 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 for the accomplishment of or in aid of the purpose of liquidation.

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

9. All officers, directors, trustees, employees, brokers, agents, reinsurers of Defendant ANIC, attorneys representing Defendant ANIC and/or its policyholders or any other person, firm, association, partnership, corporation or other entity with authority over or in charge of any aspect of Defendant ANIC's affairs, property, or assets including but not limited to, insurers, brokers, agents, trusts, banks, savings and loan associations, financial or lending institutions, stock or mutual associations, reinsurers and any parent, holding company, subsidiary or affiliated corporation or any other representative acting in concert with Defendant ANIC ("Other Entities"), shall cooperate with the Liquidator in the performance of his duties. The directive "to cooperate" shall include, but not be limited to, a duty to do both of the following as required by law:

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

(b) Make available to and deliver to the Liquidator any books, accounts, documents, agreements, records, legal/litigation files, information or property of, or pertaining to, Defendant ANIC in his possession, custody or control.

10. No officer, director, employee, consultant, attorney, parent, subsidiary or

affiliated corporation, partner, agent, reinsurer, representative of Defendant ANIC or any other person acting in concert with Defendant ANIC, 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 any business of or on behalf of Defendant ANIC under any charter, permit, license, power or privilege, belonging to or heretofore issued by or to said Defendant ANIC, and from in any manner conducting, doing or engaging in the business of insurance on behalf of Defendant ANIC.

11. All persons are hereby restrained from dealing with or permitting to be done any action which might waste or dispose of the property or assets of Defendant ANIC; from disposing of, using, transferring, selling, assigning, canceling, hypothecating, concealing in any manner or in any way, or exercising any alleged right of set off with respect to any books, records, legal/litigation files, equipment, money, accounts, accounts receivable, stocks, bonds, assets, notes, funds or any other property or other assets of Defendant ANIC, whether real, personal or mixed, or of any kind or nature, wherever situated, including any claims or causes of action that Defendant ANIC might have against any person, firm, association or corporation, belonging to, owned by, in the possession of, or claimed by Defendant ANIC; 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 ANIC, or any account held individually, jointly, or severally, for Defendant ANIC, whether such account, debt, deposit, share account, trust account, or any other assets owned or held for such Defendant in the name of or for the benefit of Defendant ANIC or under any other name.

12. All officers, directors, employees, agents, servants, attorneys, reinsurers,

creditors, representatives of Defendant ANIC and those acting in concert with Defendant ANIC and other entities as described in Paragraph 9, shall, by sworn written statement, upon the request of the Liquidator, inform the Liquidator of the nature, description and location of all assets or other property of Defendant ANIC not located on the premises of Defendant ANIC including, but not limited to, all bank accounts, safe deposit boxes, safes, stock certificates, bonds, certificates of deposit, cash, security, legal/litigation files 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 of the assets, books, property, records, legal/litigation files or reports of Defendant ANIC except under the express authorization of the Liquidator or by the further order of this Court.

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

(a) From disposing of, using, releasing, transferring, withdrawing, withholding, allowing to be withdrawn or concealing in any manner or in any way of the property or assets of Defendant ANIC, 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 ANIC or any account, debt, share account, trust account, or other assets owned or held individually, jointly, or severally, for Defendant ANIC, 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 said 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 acquiring all property, assets, books, documents, legal/litigation files or records which are the property or assets of Defendant ANIC, and/or have been ordered to be tendered to the Liquidator by the provisions of this Order or other order of this Court, under whatever name such books, documents, legal/litigation files or records may be filed or found or wheresoever such books, documents, legal/litigation files or records may be found or situated; and from doing anything, directly or indirectly, to prevent the Liquidator from gaining access to, acquiring, examining or investigating all other books, documents, legal/litigation files or records pertaining to or concerning Defendant ANIC or its affairs, under whatever name such books, documents, legal/litigation files or records may be filed or found or wheresoever such books, documents, legal/litigation files 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, legal/litigation files, records, or reports of Defendant ANIC;

14. The Liquidator shall take all steps necessary to place all bank accounts, stock certificates, securities, certificates of deposit and other financial instruments of Defendant ANIC into his own name, and shall use any accounts of Defendant ANIC, 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.

15. All agents, brokers, premium finance companies, or any other persons responsible to Defendant ANIC for the payment of premium and unearned commission,

as shown on the records of Defendant ANIC, shall pay to the Liquidator any unpaid earned premiums or unearned commissions due Defendant ANIC at the time of the entry of this Order.

16. All agents and brokers of Defendant ANIC are enjoined and restrained from returning to policyholders/insureds or premium finance companies, any money in their possession collected for premiums, and all premium finance companies which have entered into contracts to finance a premium for a policy which has been issued by Defendant ANIC is enjoined from returning to policyholders/insureds any such premiums or any money in their possession, and that such agents, brokers and premium finance companies shall turn over all such funds in their possession to the Liquidator.

17. Defendant ANIC and its respective officers, directors, agents and employees, attorneys and all other persons are enjoined from bringing or further prosecuting any action or claim for relief, counterclaim, setoff, cross claim, third party complaint, or otherwise, at law or in equity or other proceeding against Defendant ANIC or the Liquidator, or from in any way interfering with the Liquidator's conduct of the business of Defendant ANIC, or from obtaining preferences, judgments, attachments, or other like liens or the making of any levy against Defendant ANIC or its property and assets while in possession and control of the Liquidator, or from in any way interfering with the Liquidator in his gaining possession or control of or in his right, title and interest to the property, books, records and all other assets of Defendant ANIC.

18. No civil action shall be commenced against Defendant ANIC 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. Whenever in the

Liquidator's judgment, protection of the estate of Defendant ANIC necessitates intervention in any action against Defendant ANIC 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 ANIC.

19. 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 ANIC 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 an Order of Liquidation.

Where, in 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 action, and where in any such case the period has not expired at the date of the filing of the Motion for an Order of Liquidation, the Liquidator may, for the benefit of Defendant ANIC, take any such action or do any such act, required of or permitted to Defendant ANIC 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.

20. Any guaranty association or foreign guaranty association shall have standing to appear in any court proceeding concerning the liquidation of Defendant ANIC if such association is or may become liable to act as a result of the liquidation.

21. All persons, including policyholders, obligees, principals, creditors, stockholders of Defendant ANIC 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 workmen's 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 Liquidator's exclusive right, title and interest to funds recoverable under treaties and agreements of reinsurance heretofore entered into by Defendant ANIC as the ceding Insurer.

22. All of Defendant ANIC's policies in effect at the time of issuance of this Final Order of Liquidation shall continue in force only for the lesser of:

(a) A period of 30 days from the date of entry of this Final Order of Liquidation;

(b) The expiration of the policy coverage;

(c) The date when the insured has replaced the insurance coverage with equivalent insurance in another insurer or otherwise terminated the policy; or

(d) The Liquidator has effected a transfer of the policy obligation pursuant to O.R.C. § 3903.21.

23. The Liquidator is authorized to cancel all executory contracts, except the contracts of insurance and other similar obligations and contracts which are cancelled as provided in Paragraph 22 herein, and all liability thereunder shall cease and be fixed as of the date of the Entry of this Final Order of Liquidation, except as provided in O.R.C. §§ 3903.19 and 3903.37, and that such impending cancellations shall not be treated as anticipatory or other breach of contracts.

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

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

26. All third persons dealing with interests in real property or other property of Defendant ANIC are charged with notice of this order as provided in O.R.C. §3903.18(A).

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

28. Upon the issuance of this Order, the rights and liabilities of Defendant ANIC and of its creditors and all other parties interested in the estate of Defendant ANIC shall become fixed as of the date of this Order, except as provided in O.R.C. § 3903.37.

29. The Liquidator, or any successor in office, is hereby authorized, permitted and allowed to sell, assign and transfer the Corporate Charter of Defendant ANIC and any and all insurance licenses or certificates of authority held by Defendant in such a method and manner as may be approved by this Court.

30. All proceedings in which Defendant ANIC is a party or is obligated to defend a party in any court in this state are stayed for 6 months from the date of this order, as mandated by the provisions of O.R.C. § 3955.19, to permit a proper defense by a guaranty association or foreign guaranty association of all pending causes of action. All proceedings in which Defendant ANIC is a party or is obligated to defend a party in any court outside of Ohio are stayed for the maximum period of time mandated by the applicable stay provision of the affected state's guaranty association statute, but in no event for a period of time less than 90 days from the date of this order, to permit a proper defense by the appropriate state guaranty association of all pending causes of action.

31. All attorneys/law firms who are either providing or have provided representation or other legal services to Defendant ANIC, shall tender over possession and control to the Liquidator within five working days from the receipt of notice of this order, all legal/litigation files and all other pleadings, memoranda, discovery, motions, notes, photographs, videotapes, physical evidence, property, documents, records, reports and files which are in its possession or control and which are related to the providing of representation or other legal services to Defendant ANIC or to any Defendant ANIC insured by virtue of its policy with Defendant ANIC.

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

33. This Order is a final judgment, and Defendant ANIC is in liquidation effective today.

34. This Court hereby asserts and assumes sole and exclusive in rem jurisdiction over all assets and property of Defendant ANIC of any kind or nature however and wherever held, including but not limited to, all property, contracts, deposits, securities, rights of action, accounts, safe deposit boxes and books and records of Defendant ANIC (collectively the "Property"), wherever located and however held, either with legal or equitable title, and whether tangible or intangible, and whether held in the name of Defendant ANIC or otherwise. This Court also hereby asserts and assumes sole and exclusive in rem jurisdiction, to the exclusion of all other courts or tribunals, over any and all claims to the said Property, including but not limited to any disputes as to whether a particular item or thing or asset or property is the property of Defendant ANIC. Any judgment, decree, lien, arbitration award or other action affecting

such claims shall not be valid as against said Property except to the extent same has been made a judgment of this Court through appropriate proceeding before this Court.

35. 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 the interests of the creditors, stockholders or the members of the public may require.

IT IS SO ENTERED THIS 28th DAY OF February, 2001.

Michael
JUDGE

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THE STATE OF OHIO Franklin County, ss	} I, JOHN O'GRADY, Clerk OF THE COURT OF COMMON PLEAS, WITHIN AND FOR SAID COUNTY.
HEREBY CERTIFY THAT THE ABOVE AND FORE- GOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL <u>Final Order</u>	
NOW ON FILE IN MY OFFICE.	
WITNESS MY HAND AND SEAL OF SAID COUNTY THIS <u>28th</u> DAY OF <u>Feb</u> , A.D. 2001.	
JOHN O'GRADY, Clerk	
By <u>[Signature]</u>	Deputy