

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

In Re:

CharterCARE Community Board, St. Joseph  
Health Services of Rhode Island, and Roger  
Williams Hospital

C.A. No. PC-2019-11756

**ORDER APPOINTING PERMANENT LIQUIDATING RECEIVER**

This cause came on to be heard before Justice Stern, on January 17, 2020, on the Petition for the Judicial Dissolution and Liquidation of Assets and Affairs Pursuant to R.I. Gen. Laws § 7-6-60(a)(8) and § 7-6-61 (the "Petition"), and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and on consideration thereof, it is hereby ORDERED:

1. That pursuant to R.I. Gen. Laws §7-6-61, Thomas S. Hemmendinger of Providence, Rhode Island, be and is hereby appointed Permanent Liquidating Receiver (the "Liquidating Receiver") of CharterCARE Community Board, St. Joseph Health Services of Rhode Island, and Roger Williams Hospital (collectively, the "Petitioners"), and of all real property and all tangible and intangible personal property of each Petitioner with the powers and duties specifically set forth herein, which may be modified or supplemental by further order of this Court.

2. The Liquidating Receiver shall continue in effect the Liquidating Receiver's bond for the faithful performance of the Liquidating Receiver's duties as Liquidating Receiver in the sum of Ten Thousand Dollars (\$10,000.00) with surety of a surety company authorized to do business in the State of Rhode Island, conditioned that the Liquidating Receiver will well and truly perform the duties of the Liquidating Receiver's said office.

3. That said Liquidating Receiver is authorized to take control of the Petitioners as described in the Petition for the purpose of accomplishing the dissolution and liquidation pursuant to R.I. Gen. Laws § 7-6-60(a)(3) and § 7-6-61.

4. That said Liquidating Receiver is authorized, until further Order of this Court, in the Liquidating Receiver's discretion and as said Liquidating Receiver deems appropriate and advisable, to the extent necessary to accomplish said dissolution and liquidation, to continue

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Date 1/17/2020  
Carin Miley *Deputy* Clerk

administration of the Petitioners, to engage employees and assistants, clerical or otherwise, and other professionals necessary or appropriate for the efficient administration of the Petitioners, and to pay all such individuals and entities in the usual course of business.

5. That said Liquidating Receiver is authorized and directed:

(a) to be substituted for and act as trustee of all of the claims, rights and interests against or in Prospect CharterCare, LLC that CharterCARE Community Board received in connection with the AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF PROSPECT CHARTERCARE, LLC (a Rhode Island Limited Liability Company) or subsequently obtained, including but not limited to the membership interest of at least 15% in Prospect CharterCare, LLC, and any rights or interests that St. Joseph Health Services of Rhode Island or Roger Williams Hospital may have in connection therewith (collectively the "Hospital Interests") which Petitioners have been holding in trust for Stephen Del Sesto solely in his capacity as the Permanent Receiver of the St. Joseph Health Services of Rhode Island Retirement Plan ("Plan Receiver") pursuant to that certain Settlement Agreement dated as of August 31, 2018 between and among the Plan Receiver, the Petitioners, and others ("the Settlement A Agreement"); and

(b) to hold and administer the Hospital Interests in trust solely for the benefit of the Plan Receiver according to and subject to the terms of the Settlement Agreement, including but not limited to prosecution of CharterCARE Community Board v. Samuel Lee, et al., PC-2019-3654.

6. That said Liquidating Receiver is authorized and directed to hold the funds that Roger Williams Hospital has been holding pursuant to paragraph 4 of the Order of April 20, 2015 in In re: CharterCARE Health Partners Foundation, Roger Williams Hospital and St. Joseph Health Services of Rhode Island, C.A. No. KM-2015-0035, pending further order of this Court.

7. That the Liquidating Receiver on behalf of the Petitioners shall perform and continue to perform their obligations under the Settlement Agreement, including, but not limited to paragraph 24 of the Settlement A Agreement and that the Liquidating Receiver on behalf of the Petitioners shall perform and continue to perform their obligations under that certain Settlement Agreement dated as of November 21, 2018 between and among the Plan Receiver, the Petitioners, and others;

8. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 2000-2, this Court finds that the designation of the aforescribed person for appointment as Liquidating Receiver herein is warranted and required because of the Liquidating Receiver's specialized expertise and experience in operating businesses in Receivership and in administrating nonroutine Receiverships which involve unusual or complex legal, financial, or business issues.

9. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Petitioners or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon Petitioners or against any property of said Petitioners, or the taking or attempting to take into possession any property in the possession of the Petitioners or of which the Petitioners have the right to possession or legal title thereto, or the interference with the Liquidating Receiver's taking possession of or retaining possession of any such property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract relating to the Petitioners, by any of such parties aforesaid, other than the Liquidating Receiver designated as aforesaid, or the termination of services relating to the Petitioners, without obtaining prior approval thereof from this Honorable Court, in which connection said Liquidating Receiver shall be entitled to prior notice and an opportunity to be heard, is hereby restrained and enjoined until further Order of this Court. However, (1) this injunction shall neither restrain nor enjoin the Plan Receiver and his attorneys and agents in any way concerning Hospital Interests, and the Plan Receiver and his attorneys and agents are authorized to take such steps as they deem appropriate to protect such Hospital Interests; and (2) this injunction shall neither restrain nor enjoin the continuation of the prosecution of the suit *Stephen Del Sesto, et al. v. Prospect ChaterCare, LLC, et al.*, C.A. No.:1:18-CV-00328-WES-LDA against any of the defendants therein other than the Petitioners.

10. The Liquidating Receiver shall continue to discharge the Liquidating Receiver's duties and trusts hereunder until further Order of this Court and from time to time make reports of the Liquidating Receiver's doings in the premises as directed by this Court; and that the right is reserved to the Liquidating Receiver and to the parties hereto to apply to this Court for any other or further instructions to the Liquidating Receiver; and that this Court reserves the right, on such notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

11. All creditors of Petitioners in order to be entitled to be paid from the assets of Petitioners are required to file with the Liquidating Receiver at the Liquidating Receiver's office at 362 Broadway, Providence, RI 02909, on or before MAY 18, 2020 statements showing the amount of indebtedness claimed by them to be due, the consideration therefor, and the security or lien or priority, if any, which any creditor claims to be entitled to.

12. Notice of the entry of this Order be given (a) by the Clerk of this Court by publication of a copy of the annexed Liquidating Receivership Notice in the Providence Journal on or before JANUARY 31, 2020, and (b) by the Liquidating Receiver by mailing on or before JANUARY 31, 2020 a copy of the said Liquidating Receivership Notice to each creditor

and stockholder of Petitioners as shown on the books and records of Petitioners, addressed to such creditor or stockholder at his, her or its last known address.

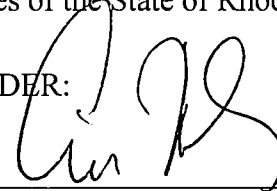
13. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTER:



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Stern, J.

PER ORDER:



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Deputy Clerk I 1/17/2020

Date: January 17, 2020

Presented by: Lisa M. Kresge #8707, Brennan, Recupero, Cascione, Scungio & McAllister, LLP, 362 Broadway, Providence, RI 02909, tel. (401) 453-2300, fax (401) 453-2345, e-mail lkresge@brasm.com