

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

In re:

CharterCARE Community Board,

St. Joseph Health Services of
Rhode Island,

And

Roger Williams Hospital

PB-2019-11756

ORDER APPOINTING TEMPORARY LIQUIDATING RECEIVER

This cause came on to be heard upon the Petition for Judicial Dissolution and Liquidation of Assets and Affairs Pursuant to R.I. Gen. Laws § 7-6-60(a)(3) and § 7-6-61, and, upon consideration thereof, it is hereby:

ORDERED, ADJUDGED AND DECREED

1. That pursuant to R.I. Gen. Laws § 7-6-61, Thomas Hemmendinger, of Providence, Rhode Island be and hereby is appointed Temporary Liquidating Receiver (the "Liquidating Receiver") of CharterCARE Community Board, St. Joseph Health Services of Rhode Island, and Roger Williams Hospital (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 supplemented by further order of this Court.

2. That said Liquidating Receiver shall, no later than five (5) days from the date hereof, file a single bond in the sum of \$10,000 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Liquidating Receiver will well and truly perform the duties of said office and duly account for all monies and property which may come into the Liquidating Receiver's hands and abide by and perform all things which the Liquidating Receiver will be directed to do by this Court.

Filed in PSC Court
Date 12/18/19
Carin Miley Deputy ± Clerk

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 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 as 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 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 Agreement;

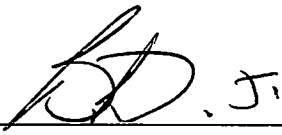
8. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 2000-2, this Court finds that the designation of the aforescribed person for appointment as Liquidating Receiver herein is warranted and required because of the Liquidating Receiver's specialized expertise and 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 as 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 the 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 CharterCare, LLC, et al.*, C.A. No.:1:18-CV-00328-WES-LDA against any of the defendants therein other than the Petitioners.

10. That a Citation be issued to the Petitioners, returnable to the Superior Court sitting at 250 Benefit Street, Providence, Rhode Island on JANUARY 17 2020, at 9:30 am. at which time and place this cause is set down for Hearing on the prayer for the

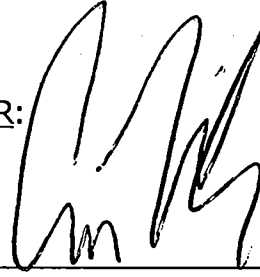
Appointment of a Permanent Liquidating Receiver; and that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Liquidating Receiver once in The Providence Journal on or before JANUARY 30^D; and that the Liquidating Receiver shall give further notice by mailing on or before JANUARY 10TH, 2020, a copy of this Order to each of the creditors and stockholders of the Petitioners whose addresses are known or may become known to the Liquidating Receiver.

ENTER:



Brian P. Stern
Associate Justice/Business Calendar
Dated: 12/18/19

BY ORDER:



Clerk, Superior Court

Dated: 12/18/19