

A. After the acquisition of the Domestic Insurer by the Applicant, the Domestic Insurer will not be able to satisfy the requirements for the issuance of the license to write the lines of insurance for which it is presently licensed.

B. The effect of the acquisition of the Domestic Insurer will be to substantially lessen competition in insurance, or tend to create a monopoly in this state.

C. The financial condition of the Applicant is such as might jeopardize the financial stability of the Domestic Insurer or prejudice the interest of the policyholders of the Domestic Insurer.

D. The Applicant's plans or proposals, if any, to liquidate the Domestic Insurer, to sell its assets, to consolidate or merge it with any person, or to make any other material change in its business or corporate structure or management, is unfair or unreasonable to policyholders of the Domestic Insurer, or contrary to the public interest.

E. The competence, experience and integrity of the Applicant's management is such that it would be contrary to the interests of the policyholders of the Domestic Insurer and of the public to permit the acquisition of the Domestic Insurer by the Applicant.

F. The proposed acquisition of the Domestic Insurer by the Applicant is likely to be hazardous or prejudicial to the insurance buying public.

ORDER

Based on the foregoing findings and conclusions, the proposed acquisition of joint control of Alliance for Community Health, LLC, d/b/a Community CarePlus by Mercy Health Plans, Inc., (together with CCP Holdings, LLC) as proposed in the Revised Form A Statement is hereby **APPROVED WITH CONDITIONS**, as follows: (1) After the acquisition of joint control, the capital and surplus of Alliance for Community Health, LLC, d/b/a Community CarePlus will be maintained at no less than \$19,500,000 calculated pursuant to statutory accounting principles; and (2) Alliance for Community Health, LLC, d/b/a Community CarePlus will not contribute to the "Net Worth Adjustment" as that quoted term is defined in the Definitive Agreement.

So ordered, signed and official seal affixed this _____ day of June, 2006.

W. DALE FINKE, Director