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INSURANCE EVALUATION DIVISION

FORM A

STATEMENT REGARDING THE ACQUISITION OF
CONTROL OF OR MERGER WITH A DOMESTIC INSURER
(“Statement”)

Meridian Health Plan of Michigan, Inc.
(the “Domestic Insurer”)

BY

WellCare Health Plans, Inc.,
WCG Health Management, Inc.

and

The WellCare Management Group, Inc.
(collectively, the “Applicants”)

Filed with the Michigan Department of Insurance and Financial Services
(the “Department”)

Dated: June 22, 2018

Name, Title, Address and Telephone Number of Individuals to Whom Notices and
Correspondence Concerning this Statement Should be Addressed:

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ITEM 1. INSURER AND METHOD OF ACQUISITION

(a) Identity of Domestic Insurer.

The name and address of the Domestic Insurer to which this Statement relates is as follows:

Meridian Health Plan of Michigan, Inc.
1 Campus Martius, Suite 700
Detroit, Michigan 48226

FEIN No.: 38-3253977
NAIC No.: 52563

(b) Method of Acquisition.

Control of the Domestic Insurer, a Michigan domiciled health maintenance organization (“HMO”), is proposed to be acquired by the Applicants pursuant to a Transaction Agreement dated May 28, 2018 (the “Transaction Agreement”), by and among Caidan Management Company, LLC, a Michigan limited liability company, MeridianRx, LLC, a Michigan limited liability company, Caidan Holding Company Inc., a Michigan corporation (“Meridian Parent”), Caidan Enterprises, Inc., a Michigan corporation (“Caidan”), and The WellCare Management Group, Inc., a New York corporation (“Purchaser”).

Pursuant to the Transaction Agreement, Purchaser proposes to acquire from Caidan, subject to the terms and conditions set forth in the Transaction Agreement, all of the issued and outstanding capital stock of Meridian Parent (the “Acquisition”). Meridian Parent owns all of the capital stock of the Domestic Insurer.

The sole shareholder and direct parent company of Purchaser is WCG Health Management, Inc., a Delaware corporation (“WCG”). The sole shareholder and direct parent company of WCG is WellCare Health Plans, Inc., a Delaware corporation (“WellCare Parent”). WellCare Parent is publicly-traded on the New York Stock Exchange (NYSE:WCG). WellCare Parent is the ultimate controlling person of the WellCare insurance company holding system, which includes Purchaser, WCG and their affiliates. As a result of the Acquisition, indirect control of the Domestic Insurer is proposed to be acquired by each of WCG and WellCare Parent. Following the closing of the Acquisition, WellCare Parent will be the ultimate parent company of, and will thus control, Meridian Parent and the Domestic Insurer.

The closing of the Acquisition is expected to occur by the end of 2018, subject to the receipt of required regulatory approvals, and satisfaction or, to the extent permitted by applicable law, waiver of other closing conditions. On June 20, 2018, the Applicants received a letter from the Federal Trade Commission’s Bureau of Competition granting Applicants’ request for early termination of the waiting period required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. The Acquisition does not require shareholder approval. An executed copy of the Transaction Agreement is attached as **Appendix 1(b)(1)** to this Statement.

The Applicants focus on providing government-sponsored managed care services, primarily through Medicaid, Medicare Advantage (“MA”) and Medicare Prescription Drug Plans (“PDPs”), to individuals, families, children, seniors and individuals with complex medical needs. The Applicants served approximately 4.3 million members nationwide as of March 31, 2018. Meridian Parent and its affiliates constitute one of the largest privately held, for-profit managed care organizations in the U.S. and serve approximately 1.1 million Medicaid, MA, integrated dual-eligible and Health Insurance Exchange members as of May 1, 2018 in Michigan, Illinois, Indiana and Ohio.

As a result of the Acquisition, the Applicants will (a) geographically diversify their MA and Medicaid portfolio through the addition of Michigan, (b) deepen their Medicaid business in Illinois, (c) enhance existing capabilities through participation in integrated dual-eligible and individual Marketplace programs, and (d) acquire an integrated pharmacy benefit management platform. The Acquisition strategically aligns with the Applicants’ focus on government-sponsored health plans, and will strengthen its capabilities and growing business within this area of strategic focus. The parties to the Transaction Agreement share a similar commitment to serving their members through a comprehensive, integrated approach to high quality healthcare.

The Acquisition will combine the best of both companies to provide a superior experience for members, providers and the Applicants’ government customers going forward. The Acquisition will strengthen the Applicants’ ability to deliver quality outcomes to members, improve provider engagement and enhance the Applicants’ operating platform.

A copy of WellCare Parent’s Form 8-K report dated May 28, 2018 as filed with the U.S. Securities and Exchange Commission (the “SEC”) is attached as Appendix 1(b)(2) to this Statement. Included as exhibits to the Form 8-K are WellCare Parent’s Press Release and Investor Presentation, both dated May 29, 2018.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANTS

(a) Identity of the Applicants.

The names and addresses of the Applicants to which this Statement relates are as follows:

Purchaser:

The WellCare Management Group, Inc.
8735 Henderson Road
Tampa, Florida 33634

WCG:

WCG Health Management, Inc.
8735 Henderson Road
Tampa, Florida 33634

WellCare Parent:

WellCare Health Plans, Inc.
8735 Henderson Road
Tampa, Florida 33634

(b) Nature of Business Operations of the Applicants.

WellCare Parent is a leading managed care company, headquartered in Tampa, Florida, focusing exclusively on government-sponsored managed care services, primarily through Medicaid, MA and Medicare PDPs to individuals, families, children, seniors and individuals with complex medical needs. As of March 31, 2018, the Applicants served approximately 4.3 million members in 50 states and the District of Columbia, making the Applicants among the largest managed care organizations providing Medicaid managed care services plans, MA plans and PDPs, as measured by membership.

As of March 31, 2018, the Applicants, through their affiliates, operate Medicaid health plans (including states where the Applicants' affiliates receive Medicaid premium revenues associated with dually-eligible special needs plans) in Arizona, Florida, Georgia, Hawaii, Illinois, Kentucky, Missouri, Nebraska, New Jersey, New York, South Carolina and Texas. In addition, the Applicants offer MA coordinated care plans in certain counties in Arizona, Arkansas, California, Connecticut, Florida, Georgia, Hawaii, Illinois, Kentucky, Louisiana, Maine, Mississippi, New Jersey, New York, South Carolina, Tennessee and Texas. The Applicants also offer stand-alone Medicare PDPs in 50 states and the District of Columbia. The Applicants are strongly committed to helping their government customers deliver cost-effective health care solutions, while improving the health care quality of, and access to these government-sponsored programs by, individuals, families, children, seniors and individuals with complex medical needs.

Attached as Appendix 2(b)(1) and incorporated by reference herein are copies of WellCare Parent's Form 10-K as filed with the SEC for the each of the five (5) years ending December 31, 2013 through December 31, 2017, which provide descriptions of the nature of Applicants' businesses (see Part I, Item 1. Business).

(c) Organizational Chart.

An organizational chart setting forth the identities of and interrelationships among the Applicants and their affiliates (the "Organizational Chart") is attached as Appendix 2(c)(1) to this Statement. The Organizational Chart indicates the percentage and basis of ownership or control of each person which is owned or controlled by the Applicants, as well as the type of organization and the jurisdiction of domicile of each entity specified therein. There are no court proceedings involving a reorganization or liquidation pending with respect to any person on the Organizational Chart.

As of March 31, 2018, the only shareholder that owns or controls ten percent (10%) or more of the outstanding capital stock of WellCare Parent is The Vanguard Group Inc., a

Pennsylvania corporation (“Vanguard”), which owns approximately ten percent (10.0%) of the outstanding capital stock of WellCare Parent. On October 10, 2017, Vanguard filed with the Department a Disclaimer of Affiliation on the ground that it holds shares of WellCare Parent solely for investment purposes and not for the purpose of seeking to direct the business activities of WellCare Parent or any of its affiliates licensed by the Department. A copy of the Disclaimer of Affiliation filed by Vanguard is attached as Appendix 2(c)(2) to this Statement. This Disclaimer or a similar form has previously been filed in and accepted by other jurisdictions where WellCare Parent maintains insurance plan subsidiaries, including, but not limited to, Alabama, Arizona, Florida, Georgia, Kentucky, Illinois, Kansas, Missouri, Nebraska, New Jersey, Ohio, Oklahoma, South Carolina and Texas.

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANTS

(a) Names and Business Addresses of Directors and Executive Officers of the Applicants.

Purchaser has two (2) directors and four (4) executive officers (two (2) of whom are also directors). As noted above, the only direct owner of 10% or more of the voting securities of Purchaser is WCG. A list setting forth the names and business addresses of the current directors and executive officers of the Applicants is attached as Appendix 3(a) to this Statement.

(b) and (c) Present Principal Business Activity, Occupation or Employment.

The present principal business occupation and other required biographical information of the persons identified in Appendix 3(a) are included in their Biographical Affidavits. Executed Biographical Affidavits for all of the individuals identified in Appendix 3(a) are included with this application under Appendix 3(b).

(d) Criminal Proceedings.

To the best knowledge, information and belief of the Applicants, no person identified in Appendix 3(a) has been convicted in a criminal proceeding (excluding minor traffic violations) during the last ten (10) years.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Nature, Source and Amount of Consideration.

The aggregate purchase price to be paid by the Purchaser to Seller for the Acquisition (the “Purchase Price”) is \$2.5 billion in cash, which is subject to adjustment at closing based on cash on hand, indebtedness, net working capital and statutory capital, seller transaction expenses and certain other agreed upon adjustments. Specific terms with regard to calculation of the Purchase Price are set forth in Section 2.4 of the Transaction Agreement attached to this

Statement under Appendix 1(b)(1). The amount of the Purchase Price paid at the closing of the Acquisition is subject to post-closing adjustments in accordance with Sections 2.4(c) and (d) of the Transaction Agreement, attached to this Statement under Appendix 1(b)(1). These adjustments will be calculated approximately one year following the closing in accordance with the Transaction Agreement.

The Applicants expect to fund the Acquisition through a combination of cash on hand, WellCare Parent's undrawn \$1.0 billion revolving credit facility, and, subject to market conditions, new debt of \$600 million to \$1.0 billion and new equity of \$800 million to \$1.2 billion. The Acquisition is not contingent upon financing, and WellCare Parent has secured \$2.5 billion in committed bridge financing.

The aggregate funds from the aforementioned sources shall ensure Purchaser will have funds sufficient at the closing to (a) pay the Purchase Price, (b) pay any and all fees and expenses required to be paid by Purchaser in connection with the transactions contemplated by the Transaction Agreement, (c) pay any and all amounts in connection with the revolving credit facility or the bridge financing and (d) satisfy any and all of the other cash payment obligations of the Applicants contemplated by the Transaction Agreement.

The foregoing debt will be solely the obligation of WellCare Parent and not the obligation of the Domestic Insurer.

(b) Criteria for Determination of Consideration.

The nature and amount of consideration involved in the Acquisition were determined through arm's length negotiations between respective management of the Applicants and Seller with the advice of their respective financial, legal, actuarial and other advisors. The Applicants performed a due diligence investigation and reviewed, among other things, the financial statements, operations and legal documents of the Domestic Insurer. The Acquisition was approved at a meeting of the Board of Directors of WellCare Parent held on May 24, 2018 and by the Board of Directors of Purchaser at a meeting held on May 24, 2018.

ITEM 5. FUTURE PLANS FOR INSURER

The Applicants have no present plans or proposals following consummation of the Acquisition for the Domestic Insurer to liquidate the Domestic Insurer, to sell any of its assets, or to merge the Domestic Insurer with any person or persons, or to make any other material change to the Domestic Insurer's business operations, other than as described below in this Item 5.

The Applicants propose to amend and restate the Bylaws of the Domestic Insurer (the "Bylaws") to conform to the standard format utilized by all HMO affiliates of the Applicants. The proposed form of the Bylaws, to be adopted as of the closing date of the Acquisition, is attached as Appendix 5 to this Statement. The Applicants respectfully request approval of the form of the Bylaws in connection with the Acquisition.

The Applicants intend to continue to maintain the Domestic Insurer's statutory home office and main administrative office in Detroit, Michigan following the consummation of the Acquisition, but intend to replace the current directors and executive officers of the Domestic Insurer with the individuals identified in Appendix 5(a) to this Statement. Each of the proposed new directors and executive officers identified in Appendix 5(a) to this Statement possesses the requisite experience, expertise and integrity necessary to manage the Domestic Insurer's business and operations. Biographical Affidavits for each of the proposed new directors and executive officers are included with this Statement under Appendix 3(b).

Pursuant to a Management Services Agreement, WellCare Parent and its operating subsidiaries contract with an affiliate, Comprehensive Health Management, Inc. ("CHMI"), to provide management and administrative services to these affiliated entities. WellCare Parent consolidates its core operations in one management company to employ all of its associates, hold leases to all real estate and/or office space, own the personal property, and maintain key vendor contacts (e.g., information technology systems, auditor, etc.).

WellCare Parent recognizes that an effective organizational structure is a critical factor for operational success. The CHMI management services structure ensures effective and appropriate decision-making with a span of control that aligns scope of authority with responsibilities as well as accountability.

Generally, and pursuant to the terms and conditions of the Management Services Agreement, CHMI supervises and manages the day-to-day operations of WellCare Parent's health plans, including but not limited to:

- a. human resources, recruiting, payroll, and employee benefit administration;
- b. accounting and financial services;
- c. budget planning and analysis;
- d. treasury and cash management;
- e. accounts payable and receivable;
- f. risk management, including obtaining various insurance and reinsurance coverage;
- g. actuarial services;
- h. legal services;
- i. tax planning and reporting;
- j. internal audit;
- k. government relations and regulatory affairs;
- l. corporate compliance program staffing and management;
- m. coordination of external professional services (actuarial, legal, accounting, tax, etc.);
- n. management information and computer systems and related software maintenance;
- o. design and administration of products of health care expense coverage;
- p. utilization review and prior authorization of covered services;
- q. health care quality improvement activities;
- r. processing of claims for reimbursement of covered services;

- s. development and management of health care provider networks;
- t. health care provider credentialing services;
- u. development and dissemination of communications to members and providers;
- v. provision of member and provider services including appeals and grievances;
- w. advertising of products through select media channels;
- x. product marketing services through licensed insurance producers;
- y. records management and retention; and
- z. procurement and management of facilities, furniture, fixtures and equipment.

The Domestic Insurer contracts with Caidan Management Company, LLC, an affiliate which is also being acquired through this Acquisition, to obtain similar administrative and management services. This management agreement will remain in place after closing until integration proceeds to such a point that it makes sense for the Domestic Insurer to enter into the Management Services Agreement with CHMI to obtain requisite administrative and management services. To the extent required, such Management Services Agreement will be the subject of a Form D filing and submitted to the Department for prior review and approval.

The Domestic Insurer may enter into a reinsurance agreement post-Acquisition with a third party reinsurer. If the Domestic Insurer enters into a reinsurance agreement with its affiliate reinsurer, the proposed reinsurance agreement will be the subject of a Form D which will be submitted to the Department once the terms are finalized.

After the Acquisition, the Domestic Insurer plans to maintain certain original books and records in Tampa, Florida at the WellCare Parent corporate headquarters and certain original books and records at its main administrative office in Detroit, Michigan. The Domestic Insurer will submit a request for approval to change its compliance plan with the “books and records in Michigan” requirement of Section 5256 of the Insurance Code of 1956 prior to maintaining any original books and records outside of Michigan.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

Upon the terms and subject to the conditions set forth in the Transaction Agreement, at the closing of the Acquisition, Purchaser will acquire, and be the sole owner of all of the outstanding capital stock of Meridian Parent, consisting of 1,000 shares of common stock, no par value. Meridian Parent currently owns, and following the Acquisition will continue to own, all of the issued and outstanding capital stock of the Domestic Insurer, consisting of 1,000 shares of common stock, \$44.70 par value. As noted above, an executed copy of the Transaction Agreement is attached under **Appendix 1(b)(1)** to this Statement. The terms and conditions of the Transaction Agreement, including the Purchase Price, were determined through arm’s length negotiations between unrelated parties with the advice of their respective financial, legal, actuarial and other advisors.

The Applicants will be providing notice to shareholders as required by Michigan law and regulations.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

Except as contemplated by the Transaction Agreement, neither the Applicants nor any of their affiliates or any other person listed in Appendix 3(a) of this Statement beneficially owns, or has any right to acquire beneficial ownership of, directly or indirectly, any voting security of Caidan, Meridian Parent or the Domestic Insurer.

ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER

5.25% Senior Notes due 2025 (the "2025 Notes")

On March 22, 2017, WellCare Parent completed the offering and sale of the 2025 Notes in the aggregate principal amount of \$1,200.0 million, resulting in aggregate net proceeds of \$1,182.2 million. The 2025 Notes were issued under an indenture, dated as of March 22, 2017 (the "Base Indenture"), as supplemented by the First Supplemental Indenture, dated as of March 22, 2017 (the "First Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), each between the WellCare Parent and The Bank of New York Mellon Trust Company, N.A., as trustee. The Indenture under which the notes were issued contains covenants that, among other things, limit WellCare Parent's ability and the ability of its subsidiaries under certain circumstances to:

- incur additional indebtedness and issue preferred stock;
- pay dividends or make other distributions;
- make other restricted payments and investments;
- sell assets, including capital stock of restricted subsidiaries;
- create certain liens;
- incur restrictions on the ability of restricted subsidiaries to pay dividends, or make other payments, and in the case of our subsidiaries, guarantee indebtedness;
- engage in transactions with affiliates; and
- create unrestricted subsidiaries.

In addition, the Indenture requires that for WellCare Parent to merge, consolidate or sell all or substantially all of its assets, (i) either WellCare Parent must be the surviving entity, or the surviving entity or purchaser must be a U.S. entity; (ii) the surviving entity or purchaser must assume all the obligations of WellCare Parent under the notes and the Indenture; (iii) no default or event of default (as defined under the Indenture) exists and (iv) the surviving entity, after giving pro forma effect to the transaction, (x) may incur at least \$1.00 of additional indebtedness pursuant to the fixed charge coverage ratio or (y) have a fixed charge coverage ratio that is no worse than the fixed charge coverage ratio of WellCare Parent without giving pro forma effect to the transactions.

Credit Agreement

In January 2016, WellCare Parent entered into a Credit Agreement (the “Credit Agreement”), which provides for a senior unsecured revolving loan facility (the “Revolving Credit Facility”), which had an initial aggregate principal amount at any time outstanding not to exceed \$850.0 million. On March 22, 2017, WellCare Parent increased the amount available under the Credit Agreement from \$850.0 million to \$1.0 billion. There were no borrowings outstanding under the Revolving Credit Facility as of December 31, 2017. The proceeds of the Revolving Credit Facility may be used for general corporate purposes of WellCare Parent and its subsidiaries.

The Credit Agreement includes negative and financial covenants that limit certain activities of WellCare Parent and its subsidiaries, including (i) restrictions on WellCare Parent’s ability and the ability of its subsidiaries to incur additional indebtedness; and (ii) financial covenants that require (a) the ratio of total net debt to cash flow not to exceed a maximum; and (b) a minimum interest expense and principal payment coverage ratio. The Credit Agreement also contains customary representations and warranties that must be accurate in order for WellCare Parent to borrow under the 2016 Revolving Credit Facility. In addition, the Credit Agreement contains customary events of default. If an event of default occurs and is continuing, WellCare Parent may be required immediately to repay all amounts outstanding under the Credit Agreement. Lenders holding at least 50% of the loans and commitments under the Credit Agreement may elect to accelerate the maturity of the loans and/or terminate the commitments under the Credit Agreement upon the occurrence and during the continuation of an event of default. As of December 31, 2017, WellCare Parent was in compliance with all covenants under the Credit Agreement.

Upon closing of the Acquisition, the Domestic Insurer will be an indirect subsidiary of WellCare Parent and therefore subject to certain covenants under the 2025 Notes and Credit Agreement.

Other than as described in this Item 8, there are no other contracts, arrangements or understandings with respect to any voting security of Caidan, Meridian Parent or the Domestic Insurer in which the Applicants, their affiliates, or any person listed in Appendix 3(a) of this Statement is involved. Other than the Transaction Agreement, the Applicants are not aware of any tender offers for, requests or invitations for tenders of, exchange offers for or agreements to acquire or exchange any voting securities of Caidan, Meridian Parent or the Domestic Insurer or any additional soliciting material relating thereto.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

There have been no purchases, directly or indirectly, of any voting securities of the Domestic Insurer by any of the Applicants, their affiliates or any person listed in Appendix 3(a) of this Statement during the twelve (12) calendar months preceding the filing of this Statement.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

There have been no recommendations to purchase, directly or indirectly, any voting security of the Domestic Insurer made by any of the Applicants, their affiliates, or any person listed in Appendix 3(a) of this Statement, or by anyone based upon interviews or at the suggestion of any of the Applicants, their affiliates, or any person listed in Item 3 of this Statement during the twelve (12) calendar months preceding the filing of this Statement.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

None of the Applicants, their affiliates or any person listed in Appendix 3(a) of this Statement is a party to an agreement, contract or understanding with any broker-dealer as to solicitation of voting securities of Caidan, Meridian Parent or the Domestic Insurer. Credit Suisse Securities (USA) LLC acted as an investment banker and advisor to Caidan in connection with the Acquisition.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) Listing of Appendices, Business and Marketing Plans, and Proposed Changes.

(i) A complete listing of the Appendices to this Statement follows:

Appendix	Description
1(b)(1)	Transaction Agreement dated May 28, 2018, by and among Caidan Management Company, LLC, MeridianRx, LLC, Caidan Holding Company, Caidan Enterprises, Inc. and The WellCare Management Group, Inc.
1(b)(2)	WellCare Parent's Form 8-K report dated May 28, 2018 as filed with the SEC
2(b)(1)	WellCare Parent's Form 10-K as filed with the SEC for each of the five (5) years ending December 31, 2013 through December 31, 2017
2(c)(1)	Applicants' Organizational Charts (Pre-Closing and Post-Closing)
2(c)(2)	The Vanguard Group, Inc. Disclaimer of Affiliation dated October 10, 2017
3(a)	Names and Business Addresses of Directors and Executive Officers of Applicants
3(b)	Biographical Affidavits of Directors and Executive Officers of Applicants and of the Domestic Insurer (Post-Closing) <i>Separate Binder – Confidential Treatment Requested</i>
5	Proposed form of Bylaws of the Domestic Insurer
5(a)	Names and Business Addresses of New Directors and Executive Officers of the Domestic Insurer (Post-Closing)
12(a)(ii)(1)	Pro Forma Financial Projections for 2018-2021
12(a)(ii)(2)	Three-Year Plan of Operations Narrative
12(b)	WellCare Parent's Form 10-Q for period ending March 31, 2018, containing unaudited consolidated financial data of the Applicants for the period January 1, 2018 – March 31, 2018
12(c)	WellCare Parent's 2013 through 2017 Annual Reports to Shareholders

(ii) Business and Marketing Plans.

The anticipated effect of the Acquisition on the financial condition of the Domestic Insurer is set forth in pro forma financial statements, which are attached as **Appendix 12(a)(ii)(1)** to this Statement. A Three-Year Plan of Operations narrative which describes the types of business to be written by, and the marketing plan of, the Domestic Insurer is attached as **Appendix 12(a)(ii)(2)** to this Statement.

(iii) Proposed Changes.

As noted in Item 5, the Applicants have no present plans or proposals following consummation of the Acquisition for the Domestic Insurer to liquidate the Domestic Insurer, to sell any of its assets, or to merge the Domestic Insurer with any person or persons, or to make any other material change to the Domestic Insurer's business operations or corporate structure, other than those described in Item 5.

Therefore, to the best knowledge, information and belief of the Applicants, the Domestic Insurer's planned changes as described in Item 5 and Item 17 would be fair and reasonable to the members and policyholders of the Domestic Insurer and are in the public interest.

(b) Financial Statements.

Attached as Appendix 2(b)(1) are copies of WellCare Parent's Form 10-K as filed with the SEC for the each of the five (5) years ending December 31, 2013 through December 31, 2017, which presents the audited consolidated financial statements for the preceding five (5) fiscal years. WellCare Parent's Form 10-Q for the period ending March 31, 2018, which presents the unaudited consolidated financial statement for the first quarter of 2018, is attached as Appendix 12(b) to this Statement.

(c) Other Documents.

The various agreements listed in Item 5 of this Statement are intended to be finalized and entered into by the Domestic Insurer and the appropriate other parties.

The Domestic Insurer does not issue annual reports to its shareholder. Purchaser and WCG do not issue annual reports to their respective shareholders. WellCare Parent is required to file a Form 10-K annually with the SEC. As noted above, copies of WellCare Parent's Form 10-K as filed with the SEC for the each of the preceding five (5) fiscal years are attached as Appendix 2(b)(1). In addition, WellCare Parent prepares annual reports to its shareholders. Attached as Appendix 12(c) and incorporated by reference herein are copies of WellCare Parent's annual reports for the last five (5) fiscal years.

ITEM 13. AGREEMENT REQUIREMENT FOR ENTERPRISE RISK MANAGEMENT


The Applicants hereby agree to provide, within fifteen (15) days after the end of the month in which the Acquisition occurs, the enterprise risk management information required by Form F pursuant to Section 1325a of the Insurance Code of 1956.

ITEM 20. SIGNATURE AND CERTIFICATION.

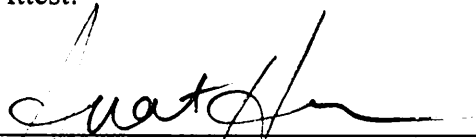
SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, WellCare Health Plans, Inc. has caused this application to be duly signed on its behalf in the City of Tampa and State of Florida on the 22 day of June, 2018.

WELLCARE HEALTH PLANS, INC.


By: 
Name: Andrew L. Asher
Its: EVP and Chief Financial Officer

Attest:


Name: Anat Hakim
Title: SVP, General Counsel and Secretary

CERTIFICATION


The undersigned deposes and says that he has duly executed the attached application dated June 22, 2018, for and on behalf of WellCare Health Plans, Inc.; that he is the Executive Vice President and Chief Financial Officer of such company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Andrew L. Asher

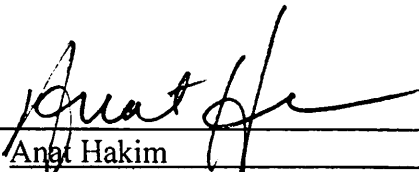
SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, WellCare Health Management, Inc. has caused this application to be duly signed on its behalf in the City of Tampa and State of Florida on the 22 day of June, 2018.

WCG HEALTH MANAGEMENT, INC.


By: 
Name: Andrew L. Asher
Its: EVP and Chief Financial Officer

Attest:


Name: Anqi Hakim
Title: Secretary, SVP and General Counsel

CERTIFICATION


The undersigned deposes and says that he has duly executed the attached application dated June 22, 2018, for and on behalf of WellCare Health Management, Inc.; that he is the Executive Vice President and Chief Financial Officer of such company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Andrew L. Asher

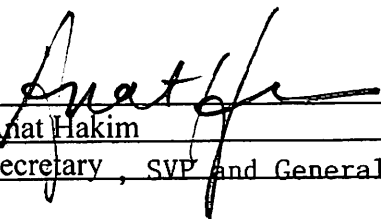
SIGNATURE

Pursuant to the requirements of Section 1311 of the Ins. Code of 1956, as amended, The WellCare Management Group, Inc. has caused this application to be duly signed on its behalf in the City of Tampa and State of Florida on the 22 day of June, 2018.

THE WELLCARE MANAGEMENT GROUP, INC.


By: 
Name: Andrew L. Asher
Its: EVP and Chief Financial Officer

Attest:


Name: Anat Hakim
Title: Secretary, SVP and General Counsel

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated June 22, 2018, for and on behalf of The WellCare Management Group, Inc.; that he is the Executive Vice President and Chief Financial Officer of such company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


Name: Andrew L. Asher