

# 2005 FOR PROFIT CORPORATION ANNUAL REPORT (AR)

APPROVED  
AND  
FILED 1/19

DOCUMENT # P98000101000

1. Entity Name

NEW AMERICA INSURANCE COMPANY



05 AUG 12 PM 2:16

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



K. Eckel AUG 15 2005

2nd MOORE CR2E034 (5/05)

Principal Place of Business 101 FEDERAL PL SUITE 201 TARPON SPRINGS FL 34689	P.O. Box 110 Tallahassee, FL 32302	Mailing Address P.O. Box 110 101 FEDERAL PL SUITE 201 Tallahassee, FL 32302
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2. Principal Place of Business		3. Mailing Address	
Suite, Apt. #, etc.		Suite, Apt. #, etc.	
City & State		City & State	
Zip	Country	Zip	Country

4. FEI Number 65-0879015	Applied For <input type="checkbox"/> Not Applicable
5. Certificate of Status Desired <input type="checkbox"/> \$8.75 Additional Fee Required	

6. Name and Address of Current Registered Agent KARLINSKY, FRED E COLODNY, FABS, TALENFELD, KARLINSKY ETAL 2000 WEST COMMERCIAL BLVD., SUITE 232 FT. LAUDERDALE FL 33309	7. Name and Address of New Registered Agent Name: CHIEF FINANCIAL OFFICER Street Address (P.O. Box Number is Not Acceptable): 200 GAINES ST P.O. Box 620 (32314-6200) City: Tallahassee, FL 32399-0000
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8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE \_\_\_\_\_ (NOTE: Registered Agent signature required when reinstating) DATE \_\_\_\_\_

FILE NOW!!! FEE IS \$550.00 DUE BY September 7, 2005 Make Check Payable to Florida Department of State	S. 607.193(2)(b), F.S., allows for the waiver of the \$400.00 late fee. By checking this box, the corporation certifies it did not receive prior notice. Fee to file is \$150.00. <input checked="" type="checkbox"/>	9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees
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10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	PCOD HUBBARD, HYLAN T III 3045 KENSINGTON TRACE TARPON SPRINGS FL 34688 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	Department of Financial Services as Receiver of New America Ins. Co. - See Court Order <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	SD JACKSON, JASPER J 134 CHESTNUT ST. MONTCLAIR NJ 07042 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	500058850875 08/22/05--01067--013 **150.00 <input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	CD WALLACH, ROBERT 219 FEEKS LN MILL NECK NY 11765 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	DT NEZAMOODEEN, PHILBERT 38 ROOSEVELT AVE EAST ROCKAWAY NY 11518 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: M. M. Branigaccio Senior Attorney 08/09/2005 850.413.3179  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

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IN THE CIRCUIT COURT OF THE  
SECOND JUDICIAL CIRCUIT IN AND  
FOR LEON COUNTY, FLORIDA

CASE NO.: 91-3258

In Re: THE RECEIVERSHIP  
OF GUARANTEE SECURITY LIFE  
INSURANCE COMPANY,  
a Florida corporation authorized to  
transact an insurance business in Florida

FILED  
CIRCUIT CIVIL DIV  
05 JUL 19 PM 12:55  
CLERK OF CIRCUIT COURT  
LEON COUNTY, FLORIDA

**RECEIVER'S MOTION FOR ORDER APPROVING DISCHARGE ACCOUNTING,  
DIRECTING FINAL DISCHARGE,  
AND AUTHORIZING DESTRUCTION OF OBSOLETE RECORDS**

THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, as Receiver of Guarantee Security Life Insurance Company (the "Receiver"), hereby files its Discharge Accounting and moves this court for an Order directing closure of the estate, final discharge of the Receiver, and authorizing the destruction of obsolete records. In support of its Motion, the Receiver says:

1. This Court entered a Consent Order Appointing the Florida Department of Insurance as Receiver of Guarantee Security Life Insurance Company ("GSLIC") for the purposes of Liquidation, Injunction and Notice of Automatic Stay on December 2, 1992. On January 7, 2003, the Florida Department of Insurance became a part of the Florida Department of Financial Services.

2. This Court has jurisdiction over the GSLIC receivership and is authorized to enter all necessary or proper orders to carry out the purposes of the Florida Insurers Rehabilitation and Liquidation Act. Section 631.021(1), Florida Statutes.

3. GSLIC was a Florida domestic life and health insurance company, with policyholders residing in more than forty states.

4. At the onset of the Receivership, the estimated insolvency exceeded more than

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three hundred million dollars. Given that GSLIC operated in most of the fifty states, the coordination of the efforts of the various state Guaranty Associations was critical to maximizing the value delivered to policyholders/claimants.

5. While most policyholders/claimants had protection afforded by their respective guaranty associations, a significant number did not.

6. The claims of the estate against the principals of the insurance company, its investment advisors, and others were considerable. Pursuing these claims required extensive litigation over a protracted time period.

7. Recognizing the effort involved, the complex nature of this receivership, the multiple states and interests affected, and the lengthy time required to recover all the assets, the Receivership Court approved a Plan of Liquidation for Guarantee Security Life Insurance Company (As Amended) on March 25, 1993. The plan assigns responsibility for various tasks and allocates recoveries among various policyholder/claimant interests.

8. As part of this plan, a not-for-profit entity, Guaranty Reassurance Corporation and its successor, Guaranty Reassurance Corporation Liquidating Trust (hereinafter collectively referred to as GRC), were created to perform many of the policy and claims administration functions associated with GSLIC policies, and also to coordinate and consolidate the efforts of the various guaranty associations.

9. Over the last 10 year plus period, the Receiver and/or GRC have been pursuing recoveries and administering policies on behalf of the GSLIC estate. Approximately \$146.5 million in litigation recoveries (less \$36 million in litigation-related expenses) have been collected to benefit policyholders/claimants. These recoveries and approximately \$92 million other GSLIC assets have been distributed during the course of the Receivership. As a result of

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the GSLIC estate litigation recoveries, the management of other GSLIC assets by GRC and the Receiver, and substantial contributions from the affected state guaranty associations, all GSLIC policyholders whose policies remained in force during the Liquidation Plan, both those fully covered by a guaranty association and those only partially covered or uncovered, received 100% or more of their entire GSLIC closing account values.

10. All litigation activity has been completed. In anticipation of making the Final Distribution and discharging this estate, the Receiver retained the services of Buttner Hammock and Company, P.A., (BHC) a Certified Public Accounting firm. BHC was retained to determine the nature and amount of the final payment the Receiver would make to GRC to complete the distribution of the GSLIC assets.

11. BHC completed this report in May of 2004.

12. Certain minor variances from the approved Plan of Liquidation were noted, and, by Motion, the Receiver asked the Court to approve the actions necessary to account for these variances and assure the equitable treatment for all policyholders/claimants.

13. On June 4, 2004, this Court entered an Order Approving Final Report On Plan Of Liquidation And Recommendations For Final Distribution.

14. After the June 4, 2004, Order authorizing the distribution, the Receiver made a transfer to GRC totaling \$14,107,232.22 on June 18, 2004. Except for the amounts necessary to complete the administration of the GSLIC estate, this payment represented the remaining balance of the GSLIC assets.

15. These funds were, in turn, distributed by GRC, in accordance with the Plan of Liquidation.

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16. The Receiver again retained BHC to assist the Receiver in its assessment of GRC's distribution compliance with the court-approved Plan of Liquidation, and the actions approved in the Court's June 4, 2004, order. BHC's final report, dated March 31, 2005 (the date of the completion of the fieldwork), was issued to the Receiver in late June. The Report is included in this Motion as Attachment A. Distilled to its essence, the report concludes that after certain previously authorized adjustments were considered, the actions and calculations of GRC are materially correct. Thus, the Receiver believes it is appropriate to close this estate and discharge the Receiver.

17. The Receiver's *Discharge Accounting Statement – Projected as of June 30, 2005* (the "Discharge Accounting") is attached hereto and made a part hereof as Attachment B.

18. As shown in the *Discharge Accounting Statement*, the estimated value of all assets of the GSLIC receivership estate is projected to be \$86,869.51 as of June 30, 2005. See Attachment B, *Discharge Accounting Statement*, schedule A.

19. The Receiver requests authority to retain \$86,066.00 as a reserve for "wind up" expenses of the Receivership. Based upon the de minimus amount and the prohibitive costs of making a distribution, the Receiver also requests an order authorizing the Division of Rehabilitation and Liquidation to remit to the Florida Life and Health Insurance Guaranty Association any surplus expense funds remaining after discharge.

20. Upon approval of the Receiver's request for final discharge, the records of the GSLIC receivership estate will no longer be needed, and it will be necessary to dispose of the obsolete company records. Prior to the actual destruction of these records, the Division of Rehabilitation and Liquidation will obtain a "Disposal Authorization Certificate" from the Division of Archives, History and Records Management of the Florida Department of State.

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21. The Receiver requests an order authorizing the Division of Rehabilitation and Liquidation to remit to the Florida Life and Health Insurance Guaranty Association any assets which may be recovered following the July, 2005 closure of this receivership if, in the Division's sole discretion, the value of the recovered assets does not justify reopening this receivership estate.

22. As is to be expected for distributions of this magnitude, some individual account holders could not be located. Thus, GRC had in its possession funds belonging to these persons. In accord with applicable law, GRC forwarded these funds to the appropriate state's unclaimed property department. Typically, this is the state in which the owner was last known to have resided. While it is unlikely that any additional unclaimed property will be identified, the Receiver asks that any such funds be similarly disposed of.

23. The Receiver requests that it be fully and finally discharged of its responsibilities in this Receivership and asks that the estate be closed.

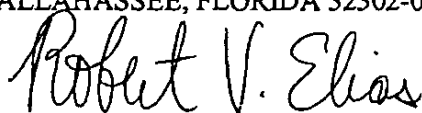
**WHEREFORE**, the Receiver respectfully requests this Court grant its Motion and enter an Order:

- A. Approving the Final Report of Buttner, Hammock & Company dated March 31, 2005;
- B. Approving and adopting the Receiver's Discharge Accounting;
- C. Authorizing the Receiver and/or GRC to forward any unclaimed funds to the appropriate state's unclaimed property department. Typically this will be the state in which the owner was last known to have resided.

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- D. Authorizing and directing the Receiver to retain \$86,066.00 as a reserve for "wind up" expenses of the Receiver. Any surplus remaining from the remaining funds shall be paid to the Florida Life and Health Insurance Guaranty Association;
- E. Authorizing the Receiver and/or GRC, after final discharge, to destroy any obsolete records in the Receiver's/GRC's possession;
- F. Directing, without further order of this Court, the final discharge of the Receiver of its responsibilities in this receivership estate as of 12:01 a.m. on July 29, 2005; and
- G. Although such recovery is unlikely, authorizing the Division of Rehabilitation and Liquidation to remit to the Florida Life and Health Insurance Guaranty Association any assets which may be recovered following the discharge of this receivership if, in the Division's sole discretion, the value of the recovered assets does not justify reopening this receivership.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
as Receiver of Guarantee Security Life Insurance Company  
POST OFFICE BOX 110  
TALLAHASSEE, FLORIDA 32302-0110



ROBERT V. ELIAS, Deputy Chief Attorney  
Florida Bar No. 0530107  
Florida Department Of Financial Services  
Division of Rehabilitation and Liquidation  
Post Office Box 110  
Tallahassee, Florida 32302-0110  
(850) 413-4408 - Telephone  
(850) 488-1510 - Facsimile

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IN THE CIRCUIT COURT OF THE  
SECOND JUDICIAL CIRCUIT IN AND  
FOR LEON COUNTY, FLORIDA

State Of Florida, ex rel., The  
Department Of Financial Services Of  
The State Of Florida,

Relator,

v.

CASE NO.: 2004- 04CA1654

New America Insurance Company,  
a Florida Corporation authorized to  
transact an insurance business in Florida

Respondent.

CONSENT ORDER APPOINTING THE FLORIDA DEPARTMENT OF  
FINANCIAL SERVICES AS RECEIVER FOR PURPOSES OF REHABILITATION,  
INJUNCTION, AND NOTICE OF AUTOMATIC STAY

THIS CAUSE was considered on the Petition of the State of Florida, Department of Financial Services (hereinafter the "Department") for entry of a consent order of rehabilitation of New America Insurance Company. The Court having reviewed the pleadings of record, having heard presentation of counsel, and otherwise being fully informed in the premises, finds:

1. New America Insurance Company (hereinafter "Respondent") is a corporation authorized pursuant to the Florida Insurance Code to transact business in the state of Florida as a domestic property and casualty insurer. Respondent's corporate offices and its principal place of business is 101 Federal Place, Suite 201, Tarpon Springs, Florida 34689.

2. Section 631.021(3), Florida Statutes, provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of liquidating, rehabilitating, reorganizing, or conserving a Florida domiciled insurer.

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3. Section 631.051, Florida Statutes, authorizes the Department to apply to this Court for an order directing the Department to rehabilitate a domestic insurer upon the existence of any of the grounds specified therein.

4. Section 631.051(11), Florida Statutes, authorizes the Department to apply to this Court for an order directing it to rehabilitate a domestic insurer upon the ground that the insurer has consented to such an order through a majority of its directors, stockholders, members, or subscribers.

5. Respondent has consented to the appointment of the Department as Receiver for purposes of rehabilitation.

6. It is in the best interests of Respondent and its creditors and insureds that the relief requested in the petition be granted.

**THEREFORE, IT IS ORDERED AND ADJUDGED** as follows:

7. The Department of Financial Services of the State of Florida is appointed Receiver of Respondent for purposes of rehabilitation and that the Receiver is authorized and directed to:

A. Conduct the business of Respondent and take all steps, as the Court may direct, toward the removal of the causes and conditions which have made this Order of Rehabilitation necessary and to take such further action, as the Receiver deems necessary or appropriate, to reform and revitalize the Respondent.

B. Take immediate possession of all the property, assets, and estate, and all other property of every kind whatsoever and wherever located, belonging to Respondent, pursuant to Sections 631.111 and 631.141, Florida Statutes, including but not limited to: offices maintained by the Respondent, rights of action, books, papers, evidences of debt,

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bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, and all real property of Respondent, wherever situate, whether in the possession of Respondent or its officers, directors, trustees, employees, consultants, attorneys, agents, affiliates, or other persons.

C. Employ and authorize the compensation of legal counsel, actuaries, accountants, clerks, consultants, and such assistants as it deems necessary, purchase or lease personal or real property as it deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of the Respondent in the possession of the Receiver or coming into its possession.

D. Reimburse such employees, from the funds of this receivership, for their actual necessary and reasonable expenses incurred while traveling on the business of this receivership.

E. Not defend or accept service of process on legal actions wherein the Respondent, the Receiver, or the insured is a party defendant, commenced either prior to or subsequent to the order, without authorization of this Court; except, however, in actions where Respondent is a nominal party, as in certain foreclosure actions, and the action does not affect a claim against or adversely affect the assets of Respondent, the Receiver may file appropriate pleadings in its discretion.

F. Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding.

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G. Collect all debts that are economically feasible to collect which are due and owing to the Respondent.

H. Deposit funds and maintain bank accounts.

I. Take possession of all Respondent's securities and certificates of deposit on deposit with the Treasurer of Florida, if any, and convert to cash as much as may be necessary, in its judgment, to pay the expenses of administration of this receivership or otherwise best benefit the estate.

J. Apply to this Court for further instructions in the discharge of its duties as may be necessary.

**IT IS FURTHER ORDERED AND DIRECTED:**

8. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondent and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of Respondent's affairs or the affairs of its affiliates is required to fully cooperate with the Receiver, pursuant to Section 631.391, Florida Statutes, notwithstanding the provisions of the above paragraph.

9. Title to all property, real or personal, all contracts, rights of action and all books and records of Respondent, wherever located, is vested in the Receiver pursuant to Sections 631.111 and 631.141, Florida Statutes.

10. The Receiver is granted all of the powers of the Respondent's directors, officers, and managers, whose authority shall be suspended, except as such powers are re-delegated in writing by the Receiver. The Receiver has full power to direct and manage the affairs of

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Respondent, to hire and discharge employees, and to deal with the property and business of the Respondent.

11. All attorneys employed by Respondent as of the date of the Order, within 10 days of receiving notice of this Order, are required to report to the Receiver on the name, company claim number and status of each file they are handling on behalf of the Respondent. Said report should also include an accounting of any funds received from or on behalf of the Respondent. All attorneys employed by Respondent are discharged as of the date of the Order unless the Receiver retains their services. All attorneys employed by Respondent are advised that pursuant to Sections 631.011(17) and 631.011(21), Florida Statutes, a claim based on mere possession does not create a secured claim and all attorneys employed by Respondent, pursuant to In Re the Receivership of Syndicate Two, Inc., 538 So.2d 945 (Fla. 1<sup>st</sup> DCA 1989), who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of Respondent are required to deliver such litigation files, material, documents or records intact and without purging to the Receiver, on request, notwithstanding any claim of a retaining lien which, if otherwise valid, should not be extinguished by the delivery of these documents.

12. All agents, brokers or other persons having sold policies of insurance and/or collected premiums on behalf of the Respondent are required to account for and pay all premiums and commissions unearned due to cancellation of policies in the normal course of business owed to the Respondent directly to the Receiver within 30 days of demand by the Receiver or appear before this Court to show cause, if any they may have, as to why they should not be required to account to the Receiver or be held in contempt of Court for violation of the provisions of the Order. No agent, broker, premium finance company or other person should use

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premium monies owed to the Respondent for refund of unearned premium or for any purpose other than payment to the Receiver.

13. Any premium finance company, which has entered into a contract to finance a premium for a policy, which has been issued by the Respondent, is required to pay any premium owed to the Respondent directly to the Receiver.

14. Reinsurance premiums due to or payable by the Respondent shall be remitted to, or disbursed by, the Receiver. The Receiver shall handle reinsurance losses recoverable or payable by the Respondent. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary.

15. Upon request by the Receiver, any company providing telephonic services to the Respondent is directed to provide a reference of calls from the number presently assigned to the Respondent to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership.

16. Any bank, savings and loan association, financial institution or other person which has on deposit, in its possession, custody or control any funds, accounts and any other assets of the Respondent is directed to immediately transfer title, custody and control of all such funds, accounts and other assets to the Receiver. The Receiver is authorized to change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution, or take any lesser action necessary for the proper conduct of this receivership. No bank, savings and loan association or other financial institution shall be permitted to exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control unless and until obtaining an order from this Court authorizing such action.

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17. Any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to the Respondent is required to maintain such service and transfer any such accounts to the Receiver as of the date of the Order, unless instructed to the contrary by the Receiver.

18. Any data processing service not affiliated with New America Insurance Company which has custody or control of any data processing information and records including but not limited to source documents, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information relating to the Respondent is directed to transfer custody and control of such records to the Receiver. The Receiver is authorized to compensate any such entity for the actual use of hardware and software, which the Receiver finds to be necessary to this proceeding. Compensation should be based upon the monthly rate provided for in contracts or leases with Respondent which were in effect when this proceeding was instituted, or based upon such contract as may be negotiated by the Receiver, for the actual time such equipment and software is used by the Receiver.

19. The United States Postal Service is directed to provide any information requested by the Receiver regarding the Respondent and to handle future deliveries of Respondent's mail as directed by the Receiver.

20. All insurance policies, bonds or similar contracts of coverage issued by the Respondent shall remain in full force and effect until they are cancelled, as provided for in Paragraph 31 of this Order.

21. All affiliated companies and associations are directed to make their books and records available to the Receiver, to include all records located in any premises occupied by said affiliate, whether corporate records or not, and to provide copies of any records requested by the Receiver whether or not such records are related to Respondent. The Receiver has title to all

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policy files and other records of, and relating to Respondent, whether such documents are kept in offices occupied by an affiliate company or any other person, corporation, or association. The Receiver is authorized to take possession of any such records, files, and documents, and to remove them to any location in the Receiver's discretion. Any disputed records shall not be withheld from the Receiver's review, but should be safeguarded and presented to this Court for review prior to copying by the Receiver.

22. The Receiver shall have complete access to and control of all computer records of the Respondent and its affiliates at all times including but not limited to Respondent's computer records. Each affiliate shall be given reasonable access to such records for the purpose of carrying out its business operations.

23. Any person, firm, corporation or other entity having notice of the Order that fails to abide by its terms is directed to appear before this Court to show good cause, if any they may have, as to why they should not be held in contempt of Court for violation of the provisions of this Order.

24. Pursuant to Sections 631.041(3) and (4), Florida Statutes, all persons, firms, corporations and associations within the jurisdiction of this Court, including, but not limited to, Respondent and its officers, directors, stockholders, members, subscribers, agents and employees, are enjoined and restrained: from the further transaction of the insurance business of the Respondent; from doing, doing through omission, or permitting to be done any action which might waste or dispose of the books, records and assets of the Respondent; from in any means interfering with the Receiver or these proceedings; from the transfer of property and assets of Respondent without the consent of the Receiver; from the removal, concealment, or other disposition of Respondent's property, books, records, and accounts; from the commencement or

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prosecution of any actions against the Respondent or the Receiver together with its agents or employees, the service of process and subpoenas, or the obtaining of preferences, judgments, writs of attachment or garnishment or other liens; and, from the making of any levy or execution against Respondent or any of its property or assets. Notwithstanding the provisions of this paragraph, the Receiver is permitted to accept and be subpoenaed for non-party production of claims files in its possession, including medical records, which may be contained therein. In such cases, the requesting party must submit an affidavit to the Receiver stating that notice of the non-party production was appropriately issued and provided to the patient and that the patient was given the opportunity to object and either did not object to the non-party production, or objected and the Court overruled the objection, in which case a copy of the Court's ruling must be attached to the affidavit. The Receiver is authorized to impose a charge for copies of such claim files pursuant to the provisions of Sections 119.07(1)(a), and 624.501, Florida Statutes.

25. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with New America Insurance Company agree to fully cooperate with the Receiver in the effort to rehabilitate New America Insurance Company.

26. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with New America Insurance Company having any interest in the building located at 101 Federal Place, Suite 101, Tarpon Springs, Florida 34689, agree to make available, at that location and at no charge to the Receiver or to New America Insurance Company, office space, and related facilities (telephone service, copiers, computer equipment and software, office supplies, parking, etc.) to the extent deemed necessary by the Receiver in its sole discretion.

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27. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with New America Insurance Company having any interest in the computer equipment and software currently used by or for New America Insurance Company shall make such computer equipment and software available to the Receiver at no charge to the Receiver or New America Insurance Company to the extent deemed necessary by the Receiver in its sole discretion.

#### CONTINUATION OF INVESTIGATION

28. The Receiver is authorized to conduct an investigation as authorized by Section 631.391, Florida Statutes, of Respondent and its affiliates, as defined above, to uncover and make fully available to the Court the true state of Respondent's financial affairs. In furtherance of this investigation, Respondent's parent corporations, its subsidiaries, and affiliates are required to make all books, documents, accounts, records, and affairs, which either belong to or pertain to the Respondent, available for full, free and unhindered inspection and examination by the Receiver during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the Order. The above-specified entities are required to cooperate with the Receiver to the fullest extent required by Section 631.391, Florida Statutes. Such cooperation should include, but not be limited to, the taking of oral testimony under oath of Respondent's officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of Respondent, its affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of Respondent in both their official, representative and individual capacities and the production of all documents that are calculated to disclose the true state of Respondent's affairs.

29. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondent and any

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other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the affairs of Respondent or its affiliates is directed to fully cooperate with the Receiver as required by Section 631.391, Florida Statutes, and as set out in the preceding paragraph. Upon receipt of a certified copy of the Order, any bank or financial institution is directed to immediately disclose to the Receiver the existence of any accounts of Respondent and any funds contained therein and any and all documents in its possession relating to Respondent for the Receiver's inspection and copying.

30. All Sheriffs and all law enforcement officials of this state shall cooperate with and assist the Receiver in the implementation of this Order.

31. All insurance policies issued by New America currently in effect, shall be cancelled effective 11:59 P.M., Eastern Daylight Time, July 31, 2004, unless otherwise terminated in the ordinary course of business prior to that date.

32. In the event the Receiver determines that reorganization, consolidation, conversion, reinsurance, merger, or other transformation of the Respondent is appropriate, the Receiver shall prepare a plan to effect such changes and submit the plan to this Court for consideration.

33. Upon petition by the Receiver stating that further efforts to rehabilitate Respondent would be useless, this Court will consider entry of an order of liquidation of Respondent.

#### NOTICE OF AUTOMATIC STAY

34. Notice is hereby given that, pursuant to Section 631.041(1), Florida Statutes, the filing of the Department's initial petition herein operates as an automatic stay applicable to all persons and entities, other than the Receiver, which shall be permanent and survive the entry of the order, and which prohibits:

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A. The commencement or continuation of judicial, administrative or other action or proceeding against the insurer or against its assets or any part thereof;

B. The enforcement of a judgment against the insurer or an affiliate obtained either before or after the commencement of the delinquency proceeding;

C. Any act to obtain possession of property of the insurer;

D. Any act to create, perfect or enforce a lien against property of the insurer, except a secured claim as defined in Section 631.011(21), Florida Statutes;

E. Any action to collect, assess or recover a claim against the insurer, except claims as provided for under Chapter 631;

F. The set-off or offset of any debt owing to the insurer except offsets as provided in Section 631.281, Florida Statutes.

35. This Court retains jurisdiction of this cause for the purpose of granting such other and further relief as from time to time shall be deemed appropriate.

**DONE and ORDERED** in Chambers at the Leon County Courthouse in Tallahassee, Leon County, Florida this 1st day of July, 2004.

**CONFORMED  
COPY**



CIRCUIT JUDGE

A Certified Copy  
Attest:

**Bob Inzer**

Clerk of Circuit Court  
Leon County, Florida

By  D.C.

