

(IV) COPIES OF ANY ACTUARIAL OR OTHER EVALUATIONS OF THE INSURANCE BUSINESS AND ASSETS UNDER THE CONTROL OF THE APPOINTED RECEIVER.

(3) THE REPORT SHALL BE AUDITED UNLESS FOR GOOD CAUSE THE COURT WAIVES THE AUDIT.

(D) INFORMATION UNDER SEAL.

SUBJECT TO ANY PROTECTIVE ORDER THAT THE COURT CONSIDERS APPROPRIATE, INFORMATION FILED UNDER SEAL SHALL BE PROVIDED TO BOTH THE COMMISSIONER AND THE AFFECTED GUARANTY ASSOCIATION.

(E) ACCESS TO DOCUMENTS AND RECORDS.

THE APPOINTED RECEIVER SHALL GIVE THE COMMISSIONER AND ANY GUARANTY ASSOCIATION THAT MAY BE OBLIGATED TO PAY CLAIMS DURING THE CONSERVATORSHIP, REHABILITATION, OR RECEIVERSHIP FULL ACCESS TO ALL DOCUMENTS AND RECORDS RELATED TO THE CONSERVATORSHIP, REHABILITATION, OR RECEIVERSHIP THAT ARE IN THE POSSESSION OF THE APPOINTED RECEIVER.

(F) COMMISSIONER AS PARTY.

THE COMMISSIONER MAY BE A PARTY TO A CONSERVATORSHIP, REHABILITATION, OR RECEIVERSHIP FOR WHICH THERE IS AN APPOINTED RECEIVER.

(G) NEGOTIATION FOR SALE OF ASSETS.

(1) SUBJECT TO APPROVAL OF THE COURT, THE COMMISSIONER AND ANY GUARANTY ASSOCIATION THAT MAY BE OBLIGATED TO PAY CLAIMS DURING THE CONSERVATORSHIP, REHABILITATION, OR RECEIVERSHIP MAY NEGOTIATE FOR SALE OF ALL OR PART OF THE ASSETS OR BOOK OF BUSINESS OF THE INSURER PLACED IN CONSERVATORSHIP, REHABILITATION, OR RECEIVERSHIP.

(2) THE APPOINTED RECEIVER:

(I) SHALL COOPERATE FULLY IN ANY SALES NEGOTIATION UNDER PARAGRAPH (1) OF THIS SUBSECTION; AND

(II) MAY OBJECT TO THE TERMS OF A SALE OF THE ASSETS OR BOOK OF BUSINESS OF THE INSURER THAT RESULTS FROM THE NEGOTIATION.

(3) AFTER NOTICE AND AN OPPORTUNITY TO BE HEARD, THE COURT MAY LIMIT THE EFFORTS OF THE COMMISSIONER OR GUARANTY ASSOCIATION TO UNDERTAKE OR CONTINUE NEGOTIATIONS FOR THE SALE OF THE ASSETS OR BOOK OF BUSINESS OF THE INSURER IF THE NEGOTIATIONS WOULD IMPAIR THE ABILITY OF THE APPOINTED RECEIVER TO ENGAGE IN SIMILAR NEGOTIATIONS OR DISCHARGE OTHER RESPONSIBILITIES.

(H) DISCHARGE OF APPOINTED RECEIVER.