

For further information regarding this Settlement you may contact: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 1-800-449-4900. Please do not call any representative of the Defendants or the Court.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on October 28, 2013, at 12:00 p.m., before the Honorable Alexander Williams, Jr., United States District Judge, District of Maryland, United States Courthouse, 6500 Cherrywood Lane, Greenbelt, MD 20770. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of Ten Million Dollars (\$10,000,000.00) in cash plus accrued interest should be approved as fair, reasonable, and adequate to the Class; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Distribution") is fair, reasonable, and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved; and (4) whether the Action should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

II. DEFINITIONS USED IN THIS NOTICE

1. "Authorized Claimant" means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Settlement Agreement.

2. "Claims Administrator" means the firm of Gilardi & Co. LLC.

3. "Class" means all Persons who purchased Coventry common stock between February 9, 2007 and October 22, 2008, inclusive. Excluded from the Class are:

(a) Persons or entities who submit valid and timely requests for exclusion from the Class; and

(b) Defendants, members of the immediate family of any such Defendant, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had a controlling interest during the Class Period, the officers and directors of any Defendant during the Class Period, and legal representatives, agents, executors, heirs, successors or assigns of any such excluded Person.

4. "Class Member" means a Person who falls within the definition of the Class as set forth in paragraph 3 above.

5. "Class Period" means the period between February 9, 2007 and October 22, 2008, inclusive.

6. "Defendants" means Coventry Healthcare, Inc., Dale B. Wolf, Shawn M. Guertin, John J. Ruhlmann and Francis S. Soistman, Jr.

7. "Effective Date" means the first date by which all of the events and conditions specified in paragraph 8.1 of the Stipulation have been met and have occurred.

8. "Escrow Account" means the interest bearing account controlled by the Escrow Agent into which Defendants shall cause the deposit of \$10,000,000.

9. "Escrow Agent" means Robbins Geller Rudman & Dowd LLP or its successor(s).

10. "Final" means when the last of the following with respect to the Judgment approving the Settlement, in all material respects in the form of Exhibit B attached to the Settlement Agreement, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Stipulation. For purposes of this paragraph, an "appeal" shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys' fees and expenses or any Plan of Distribution of the Settlement Fund.

11. "Individual Defendants" means Dale B. Wolf, Shawn M. Guertin, John J. Ruhlmann and Francis S. Soistman, Jr.

12. "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in all material respects in the form attached to the Settlement Agreement as Exhibit B.

13. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747.

14. "Lead Plaintiffs" means New England Teamsters & Trucking Industry Pension Fund and Southern California IBEW-NECA Pension Plan.

15. "Net Settlement Fund" means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Stipulation, the Plan of Distribution, or the Court, after provision for the amounts set forth in paragraph 6.4 of the Settlement Agreement.

16. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

17. "Plaintiffs' Counsel" means any counsel who filed a complaint in the Action or any action that has been consolidated with the Action.

18. "Plan of Distribution" means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses and interest, and other expenses as may be awarded by the Court. Any Plan of Distribution is not part of the Stipulation and the Released Persons shall have no responsibility or liability with respect thereto.

19. "Related Persons" means, with respect to the Defendants, each and all of their respective past or present parents, affiliates, associates, executors, personal representatives, subsidiaries, officers, directors, employees, principals, agents, controlling persons, general or limited partners or partnerships, attorneys, legal counsel, accountants, consultants, financial advisors, investment advisors, commercial bank lenders, investment bankers, partners, limited liability companies, shareholders, immediate family members, heirs, estates, administrators, predecessors, successors, indemnitors, indemnitees, insurers, reinsurers, any entity in which any Defendant has a controlling interest, assigns, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or members of any Defendant's family; and, as to each of the foregoing, all of their past or present, or future directors, officers, agents, partners, members, managers, employees, heirs, subsidiaries, predecessors, and successors, and any Person acting on their behalf.

20. "Released Claims" means any and all claims, whether known or unknown, arising from both the purchase of Coventry common stock during the Class Period and the acts, facts, statements or omissions that were or could have been alleged by Lead Plaintiffs or members of the Class in the Action. "Released Claims" includes "Unknown Claims" as defined herein. The inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement. Released Claims do not include any claim arising from the performance or non-performance of the Settlement. Also excluded from the definition of Released Claims are the claims arising under the Employee Retirement Income Security Act of 1974 at issue in the action entitled *Boyd v. Coventry Health Care Inc.* (Case No. 09-cv-02661-AW) (the "ERISA Action"), that is pending before Judge Alexander Williams, Jr. in the U.S. District Court for the District of Maryland, relating to Coventry's 401(k) plan, provided, however, that nothing herein shall be deemed a waiver by the defendants in the ERISA Action of their rights to maintain that any recovery by the plaintiffs in the ERISA Action pursuant to this Settlement shall offset their recovery, if any, in the ERISA Action.

21. "Released Persons" means each and all of Defendants in their individual and corporate capacities and each and all of their Related Persons.

22. "Settlement Amount" means Ten Million Dollars (\$10,000,000.00) in cash to be paid, or caused to be paid, by Coventry pursuant to paragraph 3.1 of the Settlement Agreement.

23. "Settlement Fund" means the Settlement Amount, together with all interest and income earned thereon.

24. "Settling Parties" means, collectively, Defendants and Lead Plaintiffs on behalf of themselves and the Class Members.

25. "Unknown Claims" means any Released Claims which Lead Plaintiffs or any Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement.

III. THE LITIGATION

On September 3, 2009, a class action complaint was filed against Defendants in the United States District Court for the District of Maryland alleging violations of federal securities laws. On April 6, 2010, the Court appointed New England Teamsters & Trucking Industry Pension Fund, United Food and Commercial Workers Union Local 880 – Retail Food Employers Joint Pension Fund, and Southern California IBEW-NECA Pension Plan as Lead Plaintiffs and Robbins Geller Rudman & Dowd LLP as Lead Counsel. Lead Plaintiffs filed their Consolidated Amended Class Action Complaint for Violations of Federal Securities Laws (the "Complaint") on May 28, 2010. The Complaint asserts claims under §§10(b) and 20(a) of the Securities Exchange Act of 1934 (15 U.S.C. §§78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5).

On July 22, 2010, Defendants moved to dismiss the Complaint. Lead Plaintiffs opposed the motion and briefing was completed on October 7, 2010. On March 30, 2011, the Court issued its Memorandum Opinion denying in part and granting in part Defendants' motion. Defendants moved for partial reconsideration, and on August 30, 2011, the Court issued a Memorandum Opinion denying the motion. Defendants answered the Complaint on June 6, 2011.

Lead Plaintiffs filed a motion for class certification on September 13, 2011. Defendants served document requests and interrogatories on Lead Plaintiffs on October 14, 2011, and Lead Plaintiffs served document requests on Defendants on October 18, 2011. Thereafter, the parties agreed to adjourn discovery in light of an anticipated mediation.

A full-day mediation took place on January 11, 2012 before the late Honorable Nicholas H. Politan, a retired District Judge from the United States District Court for the District of New Jersey and an experienced mediator, but no agreement to settle was reached at the mediation. On March 22, 2012, the parties participated in a second mediation session with Jed D. Melnick of JAMS, but no agreement was reached. Following settlement conferences held on November 8, 2012 and November 22, 2012 before the Honorable William Connelly, a Magistrate Judge in the United States District Court for the District of Maryland, and the Honorable Benson E. Legg, a District Judge in the United States District Court for the District of Maryland, the parties reached an agreement-in-principle to settle the Action.

IV. CLAIMS OF LEAD PLAINTIFFS AND BENEFITS OF SETTLEMENT

Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. However, Lead Plaintiffs and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through discovery and trial. Lead Plaintiffs and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the risks posed by the difficulties and delays inherent in such litigation. Lead Plaintiffs and Lead Counsel also are aware of the defenses to the securities law violations asserted in the Action. Lead Plaintiffs and Lead Counsel believe that the Settlement set forth in the Settlement Agreement confers substantial benefits upon the Class in light of the circumstances present here. Based on their evaluation, Lead Plaintiffs and Lead Counsel have determined that the Settlement set forth in the Settlement Agreement is in the best interests of Lead Plaintiffs and the Class.

V. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they have violated the federal securities laws or any laws. Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made any material misstatements or omissions; that any member of the Class has suffered damages; that the price of Coventry common stock was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; that the members of the Class were harmed by the conduct alleged in the Action; or that Defendants knew or were reckless with respect to the alleged misconduct. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, taking into account the uncertainty, risks, and costs inherent in any litigation, especially in complex cases such as this Action, Defendants have concluded that further conduct of the Action could be protracted and distracting. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Stipulation. As set forth in paragraphs 9.2-9.3 of the Settlement Agreement, the Settlement Agreement shall in no event be construed as or deemed to be evidence of an admission or concession by Defendants with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

VI. TERMS OF THE PROPOSED SETTLEMENT

The sum of Ten Million Dollars (\$10,000,000.00) has been transferred to the Escrow Agent. The principal amount of Ten Million Dollars (\$10,000,000.00), plus any accrued interest, constitutes the Settlement Fund. A portion of the settlement proceeds will be used for certain administrative expenses, including the costs of printing and mailing this Notice, the cost of publishing notice, payment of any taxes assessed against the Settlement Fund, and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Lead Counsel as attorneys' fees and for expenses in litigating the case. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proof of Claim and Release forms.

VII. PLAN OF DISTRIBUTION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms ("Authorized Claimants") under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss arising out of all transactions in Coventry shares during the Class Period. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Lead Counsel have consulted with their damages consultant. The Plan of Distribution reflects an assessment of the damages that could have been recovered as well as Lead Counsel's assessment of the likelihood of establishing liability for various periods of the Class.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The total of all profits shall be subtracted from the total of all losses from transactions during the Class Period to determine if a Class Member has a claim. Only if a Class Member had a net loss, after all profits from transactions in Coventry shares during the Class Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

Class Period: February 9, 2007 – October 22, 2008

The allocation below is based on the following price declines as well as the statutory PSLRA 90-day look-back amount of \$12.86:

June 19, 2008 Price Decline: \$8.70

October 22, 2008 Price Decline: \$14.56

Proposed Distribution

1. For shares of Coventry common stock ***purchased on or between February 9, 2007 through June 18, 2008***, the claim per share shall be as follows:

(a) If sold prior to June 19, 2008, the claim per share is zero.

(b) If sold on June 19, 2008 through October 21, 2008, the claim per share shall be the lesser of: (i) \$8.70 (June 19, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price.

(c) If sold on October 22, 2008, the claim per share shall be the lesser of: (i) \$23.26 (June 19, 2008 & October 22, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price.

(d) If retained at the end of October 22, 2008 and sold before January 16, 2009, the claim per share shall be the least of: (i) \$23.26 (June 19, 2008 & October 22, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.

(e) If retained, or sold, on or after January 16, 2009, the claim per share shall be the lesser of: (i) \$23.26 (June 19, 2008 & October 22, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$12.86 per share.

2. For shares of Coventry common stock ***purchased on or between June 19, 2008 through October 21, 2008***, the claim per share shall be as follows:

(a) If sold prior to October 22, 2008, the claim per share is zero.

(b) If sold on October 22, 2008, the claim per share shall be the lesser of: (i) \$14.56 (October 22, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price.

(c) If retained at the end of October 22, 2008 and sold before January 16, 2009, the claim per share shall be the least of: (i) \$14.56 (October 22, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.

(d) If retained, or sold, on or after January 16, 2009, the claim per share shall be the lesser of: (i) \$14.56 (October 22, 2008 Price Decline), or (ii) the difference between the purchase price per share and \$12.86 per share.

3. For shares of Coventry common stock ***purchased on October 22, 2008***, the claim per share shall be zero.

Note: The combined recovery for Coventry shares purchased between February 9, 2007 and April 24, 2008 and/or between June 19, 2008 and October 22, 2008 shall not exceed 10% of the Net Settlement Fund.

DATE	CLOSING PRICE	AVERAGE CLOSING PRICE
22-Oct-08	\$13.93	\$13.93
23-Oct-08	\$13.37	\$13.65
24-Oct-08	\$12.65	\$13.32
27-Oct-08	\$12.10	\$13.01
28-Oct-08	\$12.14	\$12.84
29-Oct-08	\$11.82	\$12.67
30-Oct-08	\$13.31	\$12.76
31-Oct-08	\$13.19	\$12.81
3-Nov-08	\$14.64	\$13.02
4-Nov-08	\$14.37	\$13.15
5-Nov-08	\$14.15	\$13.24
6-Nov-08	\$13.42	\$13.26
7-Nov-08	\$13.68	\$13.29
10-Nov-08	\$13.34	\$13.29
11-Nov-08	\$12.90	\$13.27
12-Nov-08	\$12.50	\$13.22
13-Nov-08	\$13.25	\$13.22
14-Nov-08	\$12.59	\$13.19
17-Nov-08	\$11.98	\$13.12
18-Nov-08	\$12.25	\$13.08
19-Nov-08	\$11.32	\$13.00
20-Nov-08	\$10.01	\$12.86
21-Nov-08	\$10.57	\$12.76
24-Nov-08	\$11.36	\$12.70
25-Nov-08	\$11.73	\$12.66

DATE	CLOSING PRICE	AVERAGE CLOSING PRICE
26-Nov-08	\$11.98	\$12.64
28-Nov-08	\$12.47	\$12.63
1-Dec-08	\$11.10	\$12.58
2-Dec-08	\$11.63	\$12.54
3-Dec-08	\$11.67	\$12.51
4-Dec-08	\$11.03	\$12.47
5-Dec-08	\$11.70	\$12.44
8-Dec-08	\$11.85	\$12.42
9-Dec-08	\$11.62	\$12.40
10-Dec-08	\$11.80	\$12.38
11-Dec-08	\$12.26	\$12.38
12-Dec-08	\$12.50	\$12.38
15-Dec-08	\$12.71	\$12.39
16-Dec-08	\$13.07	\$12.41
17-Dec-08	\$13.08	\$12.43
18-Dec-08	\$13.27	\$12.45
19-Dec-08	\$13.49	\$12.47
22-Dec-08	\$13.23	\$12.49
23-Dec-08	\$13.28	\$12.51
24-Dec-08	\$13.59	\$12.53
26-Dec-08	\$13.82	\$12.56
29-Dec-08	\$13.95	\$12.59
30-Dec-08	\$14.80	\$12.63
31-Dec-08	\$14.88	\$12.68
2-Jan-09	\$15.29	\$12.73
5-Jan-09	\$15.19	\$12.78
6-Jan-09	\$14.24	\$12.81
7-Jan-09	\$13.93	\$12.83
8-Jan-09	\$14.16	\$12.85
9-Jan-09	\$14.20	\$12.88
12-Jan-09	\$13.41	\$12.89
13-Jan-09	\$13.00	\$12.89
14-Jan-09	\$12.04	\$12.88
15-Jan-09	\$12.21	\$12.86
16-Jan-09	\$12.66	\$12.86

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date. The determination of the price paid per share and the price received per share, shall be exclusive of all commissions, taxes, fees, and charges.

For Class Members who made multiple purchases or sales during the Class Period, the first-in, first-out (“FIFO”) method will be applied to such purchases and sales for purposes of calculating a claim. Under the FIFO method, sales of shares during the Class Period will be matched, in chronological order, first against shares held at the beginning of the Class Period. The remaining sales of shares during the Class Period will then be matched, in chronological order, against shares purchased during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if such Class Member had a net loss, after all profits from transactions in Coventry shares during the Class Period are subtracted from all losses.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

VIII. PARTICIPATION IN THE CLASS

If you fall within the definition of the Class, you are a Class Member unless you elect to be excluded from the Class pursuant to this Notice. If you do not request to be excluded from the Class, you will be bound by any judgment entered with respect to the Settlement in the litigation against Defendants whether or not you file a Proof of Claim and Release form.

If you are a Class Member, you need do nothing (other than timely file a Proof of Claim and Release form if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Lead Counsel. If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release form must be postmarked on or before October 31, 2013, and be delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release form, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Judgment.

IX. EXCLUSION FROM THE CLASS

You may request to be excluded from the Class. To do so, you must mail a written request stating that you wish to be excluded from the Class to:

Coventry Securities Litigation
EXCLUSIONS
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of Coventry shares made during the Class Period, including the dates and prices of each purchase or sale, and the number of shares purchased or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE SEPTEMBER 26, 2013. If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

X. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter a final Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Defendants as provided in the Settlement Agreement.

The Judgment will provide that all Class Members who have not validly and timely requested to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Class have such claims) against all Released Persons as provided in the Settlement Agreement.

The Judgment will include a release waiving the benefits of any law or principle that would otherwise preclude a release of Unknown Claims.

XI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of up to 27.5% of the Settlement Fund, plus expenses not to exceed \$50,000, plus interest thereon. Class Members are not personally liable for any such fees, expenses, or compensation.

To date, Lead Counsel have not received any payment for their services in conducting this Action on behalf of Lead Plaintiffs and the members of the Class, nor have counsel been paid for their expenses. The fee requested by Lead Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

XII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. Pending the Court's consideration of this Settlement, the Court has stayed all proceedings, and Class Members are precluded from bringing or pursuing any litigation that seeks to prosecute the Released Claims.

If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the Settling Parties to the Settlement Agreement will be restored to their respective positions as of November 8, 2012.

XIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING

Any Class Member who has not validly and timely requested to be excluded from the Class, and who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses may appear and be heard at the Settlement Hearing.¹ Any such Person must file a written notice of objection, no later than September 26, 2013, with the Court:

¹ Lead Counsel's pleadings in support of these matters will be filed with the Court on or before September 6, 2013.

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
United States Courthouse
6500 Cherrywood Lane
Greenbelt, MD 20770

and served on each of the following so that it is received no later than September 26, 2013:

Counsel for Lead Plaintiffs

ROBBINS GELLER RUDMAN
& DOWD LLP
DAVID A. ROSENFELD
58 South Service Road, Suite 200
Melville, NY 11747

ROBBINS GELLER RUDMAN
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655 West Broadway, Suite 1900
San Diego, CA 92101

*Attorneys for Coventry
and the Individual Defendants*

MORGAN, LEWIS & BOCKIUS LLP
MARC J. SONNENFELD
1701 Market Street
Philadelphia, PA 19103

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of Coventry shares purchased and sold during the Class Period, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIV. SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

If you hold or held any Coventry shares purchased during the Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release form by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Coventry Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990
1-888-283-4305

If you choose to mail the Notice and Proof of Claim and Release form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and Release form and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release form, upon submission of appropriate documentation to the Claims Administrator.

XV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court, District of Maryland, United States Courthouse, 6500 Cherrywood Lane, Greenbelt, MD 20770. The motion papers, with exhibits, including the Settlement Agreement, are also available on the Court's ECF website (for a fee). Certain papers relating to the Settlement, including the Settlement Agreement, are also available at the Claims Administrator's website www.gilardi.com.

If you have any questions about the settlement of the Action, you may contact a representative of Lead Counsel: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: July 15, 2013

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND