

STATE OF NORTH CAROLINA

WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

19 CVS 008664

FILED

MIKE CAUSEY,  
COMMISSIONER OF INSURANCE  
OF NORTH CAROLINA,

Petitioner,

v.

SOUTHLAND NATIONAL INSURANCE  
CORPORATION, SOUTHLAND NATIONAL  
REINSURANCE CORPORATION, BANKERS  
LIFE INSURANCE COMPANY, COLORADO  
BANKERS LIFE INSURANCE COMPANY  
North Carolina Domiciled Insurance Companies,

Respondents.

2022 AUG -3 P 4: 50

REHABILITATOR SC.  
QUARTERLY REPORT

NOW COMES the Commissioner of Insurance of the State of North Carolina, in his capacity as Court appointed Rehabilitator of Southland National Insurance Corporation, Southland National Reinsurance Corporation, Bankers Life Insurance Company and Colorado Bankers Life Insurance Company (Rehabilitator), and hereby makes this report pursuant to North Carolina General Statute § 58-30-80(b) and the Order of this Court dated June 27, 2019, which requires the Rehabilitator, until further order of this Court, to make a quarterly report to the Court including a statement of receipts and disbursements to date and a statement of financial position (balance sheet). Attached hereto and incorporated herein by reference as Exhibits A - D, are the quarterly reports of activity of the Rehabilitator as of March 31, 2022, and a balance sheet, summary of operations and statement of cash flow and schedule of Lindberg affiliated investments as of March 31, 2022, of Southland National Insurance Corporation, Southland National Reinsurance Corporation, Bankers Life Insurance Company and Colorado Bankers Life Insurance Company, as prepared by the Special Deputy Rehabilitator on behalf of the Rehabilitator.

This the 3<sup>rd</sup> day of August, 2022.

JOSH STEIN  
ATTORNEY GENERAL  
Attorney for Petitioner,

*M. Denise Stanford / DSF*

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## CERTIFICATE OF SERVICE

I, the undersigned attorney, do certify that a copy of the foregoing pleading or paper was served as follows:

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in the following manner:

(xx) by United States mail, first class postage prepaid, as provided by Rule 5(b) of the North Carolina Rules of Civil Procedure, or

( ) by facsimile transmission to the facsimile number set out above, as provided by Rule 5 of the North Carolina Rules of Civil Procedure.

This the 3<sup>rd</sup> day of August, 2022.

JOSH STEIN  
ATTORNEY GENERAL  
Attorney for Petitioner,

*M. Denise Stanford / D.S.I.*

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**SOUTHLAND NATIONAL INSURANCE CORPORATION**  
**NORTH CAROLINA COMMISSIONER OF INSURANCE AS REHABILITATOR**  
**AS OF MARCH 31, 2022,**  
**A BALANCE SHEET**  
**AS OF MARCH 31, 2022**  
**A SUMMARY OF OPERATIONS**  
**THROUGH MARCH 31, 2022**  
**AND**  
**A SCHEDULE OF LINDBERG AFFILIATED INVESTMENTS**  
**AS OF MARCH 31, 2022**

## INTRODUCTION

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### BACKGROUND

Southland National Insurance Corporation (hereinafter, “SNIC” or “Company”) was originally formed in 1950 as an Alabama mutual aid association under the name of Southland National Insurance Company. In January 1969, the Company was incorporated in Alabama under the name Southland National Insurance Company. In 1988, the Company adopted its current name Southland National Insurance Corporation. In December 2015, the Company redomesticated to North Carolina. On June 27, 2019, the Wake County Superior Court (hereinafter, the “Court”) issued an Order of Rehabilitation (hereinafter, “Order”) against the Company and appointed the Commissioner of Insurance for the State of North Carolina as Rehabilitator (hereinafter, the “Rehabilitator”). On June 27, 2019, the Court also entered an Order Granting Motion for Moratorium on Policy Surrenders and Other Relief (hereinafter “Moratorium”).

The Company is part of a group of insurance companies known as Global Bankers Insurance Group (hereinafter, “GBIG”). GBIG is part of a larger group of companies known as Global Growth (f/k/a Eli Global). Global Growth is owned by Greg Lindberg (hereinafter, “Lindberg”).

### PURPOSE OF THIS REPORT

The purpose of this report is to provide a quarterly update to the Court, as required by the Order, on the work that the Rehabilitator and his staff have carried out since the issuance of the Order, to set out the present situation of the Company, and to provide a balance sheet and schedule of Lindberg affiliated investments as of March 31, 2022, and a summary of operations through March 31, 2022. This report also provides notice that the Rehabilitator determined that the Company should be placed into liquidation and has filed a Petition for Liquidation with Wake County Superior Court. The hearing on the Petition for Liquidation is currently stayed. See Liquidation Section on page 23 for additional information.

### LIMITATIONS

This report is based only on the knowledge that the Rehabilitator and his staff have gained from the work performed since the issuance of the Order. Facts may exist that the Rehabilitator is unaware of that may have a material effect on the information provided in this report. The Rehabilitator will update the information in future quarterly reports as additional facts are discovered.

## SUMMARY

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### COMPANY PROPERTY

- In accordance with the Order, the Rehabilitator has taken possession of all known assets and property of the Company.
- The Rehabilitator is currently evaluating the Company’s in-force business and reinsurance programs in furtherance of determining the feasibility of a successful rehabilitation.

## MEMORANDUM OF UNDERSTANDING AND INTERIM AMENDMENT TO LOAN AGREEMENTS

On June 27, 2019, the Company entered into a Memorandum of Understanding (“MOU”) and Interim Amendment to Loan Agreements (“IALA”) with Greg E. Lindberg, Academy Association, Inc. and Edwards Mill Asset Management, LLC. The Parties executed this MOU to set forth their agreements, including but not limited to, (i) the immediate partial amendment of, among other things, the interest rate and repayment terms of various affiliated loans through the IALA; (ii) the global restructuring of various affiliated companies through the formation of a new holding company; and (iii) the global restructuring and modifications of all affiliated loans, including assignment of the loans to such new holding company. The restructuring was to be completed by September 30, 2019. The restructuring was not completed by this date. The Company, along with the other insurance companies in rehabilitation, filed a Complaint against the other parties to the MOU on October 1, 2019. See the Investment Portfolio and Litigation sections for more information.

## INVESTMENT PORTFOLIO

The goal of the Rehabilitator is to reduce the amount of affiliated investments and to increase long-term liquidity. The non-affiliated investments are invested primarily in publicly traded securities. The Rehabilitator is working on a plan for the Global Growth non-insurance operating companies to repay the affiliated investments.

- The Company has approximately \$158.4MM of affiliated investments as of March 31, 2022. This represents 59% of the admitted assets.
- During the quarter, the Company received payments on affiliated investments in the amount of \$15.2MM.
- During the quarter, the Company received some interest payments on the affiliated investments. The amount received was not in accordance with the IALA. See the Litigation section for more information.

As set out in the notes to the financial statements, on July 26, 2019, the Governor of North Carolina signed into law, House Bill 220. This bill amends N.C. Gen. Stat §58-19-10(b), which limits the amount of investments in affiliates and subsidiaries to the lesser of ten percent (10%) of the insurer’s admitted assets or fifty percent (50%) of the insurer’s policyholders’ surplus, provided that after those investments, the insurer’s policyholders’ surplus will be reasonable in relation to the insurers’ outstanding liabilities and adequate to its financial needs. The excess amount of affiliated investments should be non-admitted for purposes of statutory accounting, but is not shown as non-admitted on current financial statements. The statutory limitation on affiliated investments was enacted after the companies were placed into rehabilitation. The notes to financial statements provide the court a summary of the statutory financial condition of the companies prior to the passage of the law as well as under current law. As of March 31, 2022, the Company has \$126.1MM of excess affiliated investments. Were this amount shown as non-admitted, the Company would have a negative surplus of \$153.5MM.

## EXPENSE REDUCTIONS

The Rehabilitator is evaluating the Company’s contracts to identify those that are essential and will need to be continued through the liquidation of the Company. As part of this effort, the

Rehabilitator is also attempting to negotiate more favorable terms of essential contracts and terminating non-essential contracts.

On October 1, 2021, SNIC transferred the servicing of its business to a new third-party administrator at a reduced cost from the prior administrator. Costs under the current administrator were \$126,000 compared to the same quarter in 2021 of \$637,268. See Third Party Administrator section for additional information.

## LITIGATION

To the Rehabilitator's knowledge, the Company is a party to or has a financial interest in the following lawsuits:

### Non-Affiliated

The following litigation was initiated against the Company by non-Global Growth affiliated persons:

***Ehmann, Schiffli and Throneberg v. Medflow, Inc., Medflow Holdings, LLC, Southland National Insurance Corporation, et al.; Case No. 15 CVS 3098, Superior Court of North Carolina, Mecklenburg County.***

This case was filed on February 18, 2015 and amended on December 2, 2015 to add SNIC as a Defendant, alleging misrepresentation, fraudulent suppression, breach of fiduciary duty, negligence, negligent hiring/training/supervision, and conspiracy regarding the sale of life insurance policies. This case is assigned to the North Carolina Business Court.

Mediation in April 2019 was unsuccessful. A bifurcated trial of some of the issues occurred in late-April to early-May of 2019. The trial resulted in a mistrial of certain issues and did not resolve the matter.

On July 23, 2019, the Court unsevered the case, declared a mistrial on some of the issues tried, and took judicial notice of SNIC's status in Rehabilitation. The parties' post-trial motions have been resolved. On October 11, 2019, Counsel for the Rehabilitator filed a motion to vacate the order entered by the Superior Court of Wake County modifying the automatic stay provided in the Order of Rehabilitation which allows this case to proceed. The motion to vacate was granted on December 10, 2019.

By Consent Order filed January 21, 2020, the Plaintiffs were allowed to intervene in the Wake County action for the limited purpose of seeking an order lifting the stay and injunction provided in the Order of Rehabilitation. On February 18, 2020, Plaintiffs filed a Motion for Relief from Stay, which was heard on April 9, 2020. On May 13, 2020, the Wake County court entered an order lifting the stay and injunction as to SNIC, thereby allowing Plaintiffs' claims against SNIC to continue to final judgment or other final disposition; however, execution of any judgment entered against SNIC remains stayed. The Wake County court reserved the issue of whether any money owed by SNIC to Plaintiffs constitutes a "preference" prohibited by the injunction and N.C. Gen. Stat. § 58-30-20.

The parties have entered into a confidential settlement agreement resolving the claims by and against Plaintiff Schiffli. On September 10, 2020, Defendants Medflow, Inc. and Medflow, LLC voluntarily dismissed with prejudice their counterclaims against Plaintiff Schiffli. On September 11, 2020, Defendants Greg E. Lindberg, Eli Global, LLC, Eli Research, LLC, Eli Equity, LLC, GBIG Capital, LLC f/k/a SNA Capital, LLC, GBIG Holdings, Inc. f/k/a Southland National Holdings, Inc., and DJRTC, LLC voluntarily dismissed with prejudice their counterclaims against Plaintiff Schiffli.

On September 14, 2020, the Court granted Plaintiff Schiffli's Consent Motion to Stay Schiffli's Claims, staying all claims filed by Plaintiff Schiffli against all Defendants pending Defendants' completion of their obligations under the parties' settlement agreement. On March 11, 2021, the stay was extended to June 15, 2021.

On December 8, 2020, SNIC filed a Motion to Dismiss Plaintiffs' claims against it. On January 19, 2021, Plaintiffs filed their response in opposition to SNIC's motion to dismiss. SNIC filed its reply on January 29, 2021.

The parties have entered into a confidential settlement agreement resolving the claims by and against Plaintiff Ehmann. On March 12, 2021, Defendants Medflow, Inc., Medflow Holdings, LLC, Greg E. Lindberg, Eli Global, LLC, Eli Research, LLC, Eli Equity, LLC, GBIG Capital, LLC f/k/a SNA Capital, LLC, GBIG Holdings, Inc. f/k/a Southland National Holdings, Inc., and DJRTC, LLC voluntarily dismissed with prejudice their counterclaims against Plaintiff Ehmann.

On March 19, 2021, the Court granted Plaintiff Ehmann's Consent Motion to Stay Ehmann's Claims, staying all claims filed by Plaintiff Ehmann against all Defendants pending Defendants' completion of their obligations under the parties' settlement agreement.

On July 26, 2021, the Parties held a status conference with the Court to discuss the status of the case and pending motions. Also on July 26, 2021, the Court entered a scheduling order requiring Plaintiffs Ehmann and Schiffli to dismiss their stayed claims against the defendants if the defendants have met their settlement obligations or report to the Court that the defendants could not meet their settlement obligations by October 6, 2021. The Parties were required to file a joint status report by October 13, 2021 identifying the outstanding discovery and dispositive motions to be decided with oral argument on those motions to be held in the first week of November 2021. The Court also denied Plaintiffs' request to have all defendants answer the Second Amended Complaint before the Court resolved the pending motions to dismiss.

On September 16, 2021, Plaintiffs Ehmann and Schiffli voluntarily dismissed their claims against all defendants pursuant to their settlement obligations. On October 13, 2021, Plaintiff Throneburg and the Defendants filed a status report on the outstanding motions in the matter. The Court heard oral argument on the pending motions on November 9, 2021. The motions remain pending. On November 9, 2021, the Court formally lifted the stay previously imposed in this case and ordered the parties to meet and confer regarding upcoming discovery.

***Claritte Lumar nee Smith and the Succession of Byron Smith v. Lafourche Life Insurance Company and Southland National Insurance Corporation; Case No. C-73440, 40<sup>th</sup> Judicial District Court, Parish of St. John the Baptist, State of Louisiana.***



This case was filed on May 8, 2019, which appealed a denied accidental death claim and petitioned for payment of insurance proceeds.

A response was filed on June 24, 2019 denying liability.

Counsel for Defendants requested that counsel for Plaintiffs dismiss or stay the case, which they have thus far declined to do. Defendants filed a motion to stay this litigation under the authority of the North Carolina Rehabilitation order staying and granting injunctive relief. The motion to stay was granted on March 19, 2020.

***Rickey Baker v. Southland National Insurance Corporation, Case No. 31-SM-2020-000038.00, Small Claims Court of Etowah County, Alabama.***

This small claims action was filed on February 26, 2020, seeking payment for the surrender of a policy. On March 5, 2020, SNIC moved to stay the action on notice of the North Carolina Rehabilitation order staying and granting injunctive relief. The motion was granted on March 9, 2020, and the action was placed on the Administrative Docket.

***Ramos v. Mothe Funeral Homes, LLC, Southland National Insurance Corporation, and Security Industrial Insurance Company, Case No. 815-053, 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.***

On February 24, 2021, the Plaintiff filed a Petition for Damages against Mothe Funeral Homes, LLC, SNIC, and Security Industrial Insurance Company related to certain insurance policies. SNIC disputes that it has been properly served in the action and that the action can proceed while SNIC is in rehabilitation. On June 15, 2021, a subpoena duces tecum for deposition was issued to SNIC for certain records related to the Plaintiffs' policies. SNIC objected to the subpoena and notice of deposition.

#### **Affiliated**

The following litigation was initiated by one or more of the North Carolina Insurance Companies in Rehabilitation against Global Growth affiliated entities:

***Southland National Insurance Corporation in Rehabilitation, Bankers Life Insurance Company in Rehabilitation, Colorado Bankers Life Insurance Company in Rehabilitation, and Southland National Reinsurance Corporation in Rehabilitation v. Greg Lindberg, Academy Association, Inc., Edwards Mill Asset Management, LLC, New England Capital, LLC, and Private Bankers Life and Annuity Co., Ltd., Case No. 19 CVS 013093, Wake County, North Carolina.***

This case was filed on October 1, 2019, alleging a breach of the contract entered into by the parties on June 27, 2019. An Amended Complaint was filed on October 28, 2019 and added claims for fraud and negligent misrepresentation arising from statements contained in the June 27, 2019 contract and the Defendants' conduct.

On October 1, 2019, the Wake County Superior Court entered a Temporary Restraining Order (“TRO”), which remains in place, as amended by the Court on April 1, 2020 and June 23, 2020. Essentially, the TRO prohibits the Defendants from taking any action that would negatively impact the value of Plaintiffs’ investments into Defendants’ companies.

The Defendants moved to dismiss the original Complaint and the Amended Complaint on various grounds. The Court denied those motions in an Order filed on January 21, 2020. Defendants filed an Answer to the Amended Complaint on February 20, 2020.

The Court entered a Case Management Order and set the matter for trial in February 2021. On July 8, 2020, Defendants filed a Motion to Modify the Case Management Order & For Continuance seeking to extend all discovery deadlines and the trial for 120 days. On August 5, 2020, the Court entered an order extending all discovery deadlines by 90 days with discovery to be completed by December 31, 2020 but kept the trial set for February 1, 2021.

The Court severed Defendant PB Life and Annuity Co. Ltd. f/k/a Private Bankers Life and Annuity Co., Ltd. (“PBLA”) from this litigation after it filed Chapter 15 bankruptcy, *In re: PB Life and Annuity Co. Ltd.*, No. 1:20-BK-12791, pending in the United States Bankruptcy Court for the Southern District of New York. Plaintiffs’ claims against PBLA are expected to be stayed during the pendency of its bankruptcy proceeding; however, Plaintiffs’ claims against the other defendants are unaffected.

On January 8, 2021, the Court entered a Second Case Management Order extending the discovery deadline to February 28, 2021 and setting the trial for April 15, 2021.

On March 19, 2021, the Court entered an order extending the time to take the depositions of Defendants Greg Lindberg, AAI, and NEC to May 14, 2021. The Court also ordered that all dispositive motions be filed by June 2, 2021, responses filed by June 9, 2021, and hearing on said motions to occur the week of June 14, 2021.

On June 9, 2021, the Parties filed respective Motions for Summary Judgment and on June 14, 2021 the Parties filed their respective responses. The Court orally denied the Motions for Summary Judgment and trial commenced on June 21, 2021. Trial concluded on June 30, 2021. Post-trial briefing was filed on August 31, 2021, after which the Court will enter an order on the issues tried. Defendants filed a Motion to Strike certain exhibits on September 3, 2021 and Objections to Relief Requested on October 1, 2021. The Court heard argument on the Motion to Strike and Objection on October 13, 2021.

On November 22, 2021, Defendants filed a motion to compel post-trial mediation. That motion was granted at the conclusion of a hearing on January 27, 2022. The mediation was conducted on March 9, 2022 and an impasse was declared by the mediator.

On March 11, 2022, Plaintiffs Motion to Add Global Growth Holdings, Inc. as the successor defendant to Academy Association, Inc. was granted.

***Southland National Insurance Corporation v. AR Purchasing Solutions, LLC, Case No. 5:20-CV-367-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. SNIC filed this action in its capacity as agent of the loan but is not a lender on this loan. Colorado Bankers Life Insurance Company (“CBL”) is the only lender of this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$3,711,788, minus the partial payment of \$33,647.19, plus interest at a rate of \$988.23 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, SNIC filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit, discussed below, were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 10, 2020, and filed counterclaims against SNIC for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, SNIC moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to SNIC’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, SNIC filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, SNIC filed its reply to Defendant’s response.

On July 20, 2021, the Court denied SNIC’s motion to dismiss Defendant’s second and third counterclaims, as well as SNIC’s motion to consolidate. SNIC filed its answer to the Defendant’s counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties’ agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Forest Park Asset Management, LLC, iTech Funding, LLC, FPAM Holdings, I, LLC, Case No. 5:20-CV-368-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Forest Park Asset Management, LLC (“Defendant Borrower”) on June 27, 2019. CBL filed this action

in its capacity as agent of the loan. CBL and SNIC are lenders on this loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$26,689,073 plus interest at a rate of \$7,105.72 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant Borrower removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On August 7, 2020, an Amended Complaint was filed to add causes of action against iTech Funding, LLC and FPAM Holdings I, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on August 21, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Iron City Asset Management, LLC, iTech Funding, LLC, ICAM Holdings, I, LLC, Case No. 5:20-CV-375-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Iron City Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders on the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required

under the loan agreements. The Complaint seeks repayment of \$31,482,147 plus interest at a rate of \$8,381.82 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant Borrower removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III. On August 7, 2020, an Amended Complaint was filed to add causes of action against iTech Funding, LLC and ICAM Holdings I, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on August 21, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Baldwin Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-398-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Baldwin Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders on the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$34,077,149 plus interest at a rate of \$9,072.72 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC

and BAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Damascus Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-399-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Damascus Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$27,617,077 plus interest at a rate of \$7,352.79 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and DAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Ephesus Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-400-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Ephesus Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$33,670,070 plus interest at a rate of \$8,964.34 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and EAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. iTech Funding, LLC, Case No. 5:20-CV-402-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$30,381,407 plus interest at a rate of \$8,323.67 per diem from May 1, 2020 until paid in full. On July 23, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 20, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.



On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. HPCSP Investments, LLC, HPCSP Holdings, LLC, Case No. 20 CVS 6480, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant HPCSP Investments, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$44,708,992, minus the partial payment of \$249,954.05, plus interest at a rate of \$11,752.29 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant Borrower later that day. Also, on July 16, 2020, and after CBL's entry of default was entered, Defendant Borrower filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant Borrower filed a Motion to Set Aside the Entry of Default. On August 17, 2020, CBL filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant Borrower's Motion to Set Aside the Entry of Default and denied as moot CBL's Motion for Default Judgment.

On December 3, 2020, an Amended Complaint was filed to add causes of action against HPCSP Holdings, LLC, seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on January 4, 2021, and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 27, 2021, CBL replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant Borrower's motion to dismiss the Complaint and CBL's Partial Motion to Dismiss Defendant Borrower's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. Capital Assets Fund I, LLC, Case No. 5:20-CV450--D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$97,250,324 plus interest at a rate of \$25,891.99 per diem from May 1, 2020 until paid in full.

On August 20, 2020, the Defendant removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on September 17, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. The Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Capital Assets Fund V, LLC, Case No. 20 CVS 6475, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$55,523,232 plus interest at a rate of \$14,782.54 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020, but before CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, Plaintiffs filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot Plaintiffs' Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against Plaintiffs for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 13, 2021, Plaintiffs replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and Plaintiffs' partial motion to dismiss Defendant's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Capital Assets Fund IV, LLC, Case No. 20 CVS 6474, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$54,028,137 plus interest at a rate of \$14,695.24 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020 and after CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, Plaintiffs filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot Plaintiffs' Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against Plaintiffs for alleged breach of contract, breach of the covenant of good faith and fair dealing, and

breach of fiduciary duty. On January 13, 2021, Plaintiffs replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and Plaintiffs' partial motion to dismiss Defendant's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. TAC Investments, LLC, Case No. 5:20-CV-453-D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$15,077,251 plus interest at a rate of \$4,014.18 per diem from May 1, 2020 until paid in full.

On August 20, 2020, the Defendant removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on September 17, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Summerville Asset Management, LLC, iTech Funding, LLC, and SAM Holdings, LLC, Case No. 5:20-CV-432-D, Eastern District of North Carolina.***

This case was filed on August 10, 2020, alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Summerville Asset Management, LLC (“Defendant Borrower”) on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$45,675,960 plus interest at a rate of \$12,160.80 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and SAM Holdings, LLC.

On August 10, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 11, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on September 9, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants’ response.

On July 20, 2021, the Court denied CBL’s motion to dismiss Defendant Borrower’s second and third counterclaims, as well as CBL’s motion to consolidate. CBL filed its answer to the Defendant Borrower’s counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties’ agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Academy Financial Assets, LLC, Case No. 5:20-CV-474-D, Eastern District of North Carolina.***

This case was filed on September 3, 2020, alleging a breach of promissory notes, as modified by the IALA, entered into on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities

as lenders of the promissory notes. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the promissory notes, as modified. The Complaint seeks repayment to CBL in the amount of \$23,974,479 plus interest at a rate of \$6,370 per diem from May 1, 2020 until paid in full. The Complaint seeks repayment to SNIC in the amount of \$5,993,619 plus interest at a rate of \$1,592.75 per diem from May 1, 2020 until paid in full. The Complaint seeks repayment to BLIC in the amount of \$2,397,448 plus interest at a rate of \$637.10 per diem from May 1, 2020 until paid in full.

On September 3, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On September 4, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On September 30, 2020, the Defendant answered the Complaint and filed a counterclaim against Plaintiffs seeking reformation of the IALA. On October 22, 2020, Plaintiffs were granted an extension of time through November 20, 2020 to respond to Defendant's counterclaim. On November 20, 2020, Plaintiffs moved to dismiss the counterclaim. On December 11, 2020, Defendant filed its response in opposition to Plaintiffs' motion to dismiss. On December 23, 2020, Plaintiffs filed their reply in support of their motion to dismiss.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendant's response.

On July 20, 2021, the Court denied Plaintiffs' motion to dismiss Defendant's second and third counterclaims, as well as Plaintiffs' motion to consolidate. Plaintiffs filed their answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Augusta Asset Management, LLC, New England Capital, LLC, AAM Holdings I, LLC, and iTech Funding, LLC, Case No. 5:20-CV-518-D, Eastern District of North Carolina.***

This case was filed on October 2, 2020, alleging a breach of a loan agreement, as modified by the IALA entered into by Defendant Augusta Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loans. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements, as modified. The Complaint seeks repayment to

Plaintiffs in the amount of \$14,552,991 plus interest at a rate of \$3,874 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and AAM Holdings, LLC. Finally, the Complaint alleges that Defendant New England Capital, LLC, the agent of the loan, breached the loan agreements by failing to enforce the loan agreements following Defendant Borrower's breach.

On October 10, 2020, Plaintiffs filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On October 2, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On November 30, 2020, Defendants filed their respective motions to dismiss for failure to state a claim. On December 21, 2020, Plaintiffs filed a response in opposition to Defendants' motions. Defendants filed replies in support of their respective motions to dismiss on January 4, 2021.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed responses in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendants' responses.

On July 20, 2021, the Court denied Defendants' motions to dismiss, as well as Plaintiffs' motion to consolidate. Defendants filed answers to Plaintiffs' Complaint on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

#### **OTHER MATTERS**

- Pursuant to the Moratorium Order, the Rehabilitator has imposed a moratorium on cash surrenders, annuitizations, and policy loans against the Company's policies until such time as the Court approves lifting of the moratorium.
- In accordance with the Moratorium Order, the Rehabilitator has adopted and implemented a policy to provide substitute benefits in lieu of the contractual obligations of the Company for annuity benefits and cash withdrawals for policyholders who petition for payment under claims of legitimate hardship. As of March 31, 2022, 17 hardship cases have been received. 5 were approved, 8 were denied due to insufficient information, 4 were denied due to not meeting the hardship qualifications.

#### **CONTINUATION OF BUSINESS**

The Company has ceased writing all new business as of the date of the Order and is only renewing business that it is obligated to renew. The Rehabilitator has determined that the Company should

be placed into liquidation and has filed a Petition for Liquidation with Wake County Superior Court. See Liquidation Section on page 24 for additional information.

### **REINSURANCE**

North Carolina Mutual Life Insurance Company (“NC Mutual”) as cedent, and SNIC as reinsurer, entered into a Reinsurance and Administration Agreement (“Agreement”) on December 31, 2014. Credit for reinsurance ceded to SNIC is allowed pursuant to N.C. Gen. Stat. §58-7-21(b)(1).

Simultaneously with the execution and delivery of the Agreement, SNIC, NC Mutual and the Trustee entered into a Trust Agreement, pursuant to which the Trustee was to hold cash and/or investments of the type consistent with the requirements of the insurance laws of the State of North Carolina (“Eligible Assets”) as security for the satisfaction of the obligations of SNIC.

Effective September 15, 2020, SNIC and NC Mutual amended the Agreement (the “Amendment”). Per the Amendment, the prior Trustee notified the Company and NC Mutual of its intent to resign as trustee. As such, SNIC and NC Mutual decided to voluntarily terminate the Trust Agreement and discharge the prior Trustee. SNIC and NC Mutual instructed the prior Trustee, immediately upon termination of the Trust Agreement, to (a) transfer all Eligible Assets in the Trust Account to NC Mutual; and (b) transfer all other assets held in the Trust Account (the “Ineligible Assets”) to SNIC. NC Mutual is obligated to hold the Eligible Assets as a funds withheld liability and only use the Eligible Assets as set forth in the Agreement. SNIC is obligated to hold the Ineligible Assets as pledged or otherwise encumbered assets, to be used exclusively and only as set forth in the Agreement for the benefit of NC Mutual. On SNIC’s application, Commissioner Causey approved SNIC’s request to pledge, hypothecate or encumber the Ineligible Assets in favor of NC Mutual on December 21, 2020. These assets are identified on the Schedule of Lindberg Affiliated Investments as pledged to NC Mutual. The Ineligible Assets total \$81.7MM.

In November 2020, SNIC suspended payments to NC Mutual under the Agreement. On December 2, 2020, NC Mutual provided a notice of default to SNIC, and of intent to withdraw assets from the Funds Withheld Account to settle all related amounts due from SNIC.

### **FUNERAL AND CEMETERY SERVICES TRUSTS**

SNIC was a party to four funeral and cemetery services trust agreements: (1) the “*Southland National Insurance Alabama Preneed Funeral Trust*”; (2) the “*Southland National Insurance Alabama Cemetery Merchandise Trust*”; (3) the “*Preneed Funeral Merchandise and Services Master Trust*” (Mississippi); and (4) the “*Regions Bank Preneed Trust of the Amended and Restated Southland National Funeral Trust*” (Tennessee). These trusts have been resolved, and the following steps have been completed.

SNIC obtained Alabama Department of Insurance approval for a wholly-owned subsidiary of SNIC, SNIC Service Co., LLC (“SNIC Service Co.”), a North Carolina limited liability company, to replace Regions Bank as the trustee for the two Alabama trusts. The Alabama Department of Insurance also approved new trust agreements for both the Alabama funeral trust and cemetery trust. The trust assets consisting of SNIC insurance policies were transferred by Regions Bank to SNIC Service Co. to continue to be held in trust. The trust assets consisting of cash were returned to the funeral homes/cemeteries. SNIC’s unaffiliated third-party administrator, Southland Benefit Services, LLC (“SBS”), administers the insurance policies held in trust.



SNIC obtained Mississippi Secretary of State approval for a new trust agreement for the Mississippi trust, including designation of SNIC Service Co. to replace Regions Bank as trustee. The trust assets held by Regions Bank have been transferred to SNIC Service Co. SBS administers the SNIC policies held in trust.

SNIC obtained Tennessee Department of Insurance approval to terminate the Tennessee trust. That trust has been terminated. SBS administers the SNIC policies that are no longer be held in trust.

### **REVIEW PANEL**

On April 2, 2020, the Court amended the TRO to establish a 5-person review panel to advise the Court on proposed transactions that could implicate the TRO. Both the Plaintiffs and Defendants appointed one representative each. Each representative appointed an independent member. The two independent members appointed a third independent member. After reviewing proposed transactions, the panel makes recommendations to the Court to either approve or deny the proposed transactions. The panel did not meet during the quarter.

### **THIRD PARTY ADMINISTRATOR**

On October 13, 2021, SNIC obtained the Court's permission to transfer the servicing of a portion of its business to a new third-party administrator ("TPA") at a reduced cost from the prior cost sharing agreement. United Fidelity Life Insurance Company ("UFLIC") began servicing a portion of SNIC's business on October 1, 2021. Policyholders and agents were notified in writing of the transition. During the quarter, SNIC paid UFLIC \$126,000 for these services.

Prior to rehabilitation, SNIC had entered into an agreement with Southland Business Solutions, LLC ("SBS"). SBS services a portion of SNIC's business. During the quarter, SNIC paid SBS \$183,250 for these services.

### **DISBURSEMENTS**

During the period, the following expenses related to the rehabilitation and litigation to recover the affiliated investments were incurred and allocated in a manner consistent with prior accounting practices:

- \$2,586 to Bryan Cave Leighton Paisner for legal services
- \$5,284 to Consilio for legal support services
- \$11,340 to Federal Arbitration, Inc. for services regarding the review panel
- \$2,623 to Gordian Group for investment advisory services
- \$99,084 to Noble Consulting Services, Inc. for rehabilitation services
- \$40,228 to Veris Consulting, Inc. for forensic accounting services
- \$143,986 to Williams Mullen for legal services

### **COMMUNICATION WITH POLICYHOLDERS**

The Special Deputy Rehabilitators (SDRs) have focused on the importance of responsive communications to policyholder inquiries since the beginning of the rehabilitation. The SDRs set

up a direct phone number and email account specifically for direct contact with policyholders and agents, when the Court ordered the insurance companies into rehabilitation. The SDRs' rehabilitation team monitors these phone and email contacts on a daily basis. The staff members of the rehabilitation team, and the SDRs, have personally responded to over 2,000 inquiries by policyholders and agents, either in writing or by telephone. The insurance companies' third party administrators (TPAs) also have dedicated customer service phone lines. The TPAs receive an average of 400 calls a day. Since October 1, 2021, the TPAs have received over 50,000 calls. In addition, the SDRs and rehabilitation team respond in writing to every policyholder letter. In communicating with policyholders, the SDRs have worked to provide policyholders detailed information regarding not only about their policies, but also an explanation of how the rehabilitation process works, including a description of the role that the moratorium plays in that process. Because the rehabilitation effort is inextricably intertwined with implementation of the Memorandum of Understanding, the SDRs have also worked with their team to provide the policyholders with updates regarding the pending litigation over that agreement.

## **SETTLED REHABILITATION MATTERS**

### **Liquidity**

One of the goals of the rehabilitation is to increase liquidity. As of June 27, 2019, SNIC held \$11.5MM of private loans. The private loans have no readily available market. The Company was able to liquidate all the private loans. The Company realized losses of \$2.5MM.

## **LIQUIDATION PETITION**

On March 12, 2021, the Rehabilitator filed a petition in the Court seeking to place SNIC into liquidation ("Liquidation Petition"). After a thorough review, it was determined that liquidation would provide the best protection for the policyholders of SNIC. As of March 31, 2021, SNIC is statutorily insolvent by \$177MM after non-admitting affiliated investments as required by N.C. Gen. Stat §58-19-10(b). Even if N.C. Gen. Stat. § 58-19-10(b) were not applied and the affiliated investments were valued at original book value, SNIC liabilities exceed its assets by more than \$25 million. On April 14, 2021, GBIG Holdings, LLC ("GBIG Holdings") filed an objection to the Liquidation Petition. GBIG Holdings is the parent of SNIC and is owned ultimately by Greg Lindberg. After a hearing before the Court, the Petitioner and GBIG Holdings filed a Joint Motion to Stay the Proceedings, on June 8, 2021. The Court granted the Joint Motion to Stay on July 7, 2021. GBIG Holdings has been funding SNIC's negative cash flows on a monthly basis, beginning in May 2021. Petitioner reserves the right to ask the Court to move forward with the Liquidation Petition, in the event GBIG Holdings does not fund the negative cash flow in any given month. GBIG Holdings reimbursed SNIC for the negative cash flows for May and June, but has not reimbursed SNIC for July, August, September, October, November, and December. In January and February 2022, \$7,891,219.08 was withdrawn from the Escrow account in satisfaction of the unpaid invoices. GBIG Holdings replenished the Escrow account to the amount required. Since that time, GBIG Holdings has paid all invoices. The Liquidation Petition is currently stayed.

Liquidation is a statutory process under state law designed to protect SNIC policyholders in a number of critical ways. Liquidation of SNIC triggers coverage from state life and health insurance guaranty associations ("Guaranty Associations") subject to and in accordance with their

enabling acts. See N.C. Gen. Stat. § 58-30-110(c) and § 58-62-36(d). Guaranty Associations are created by state statutes in each state where SNIC was licensed and typically provide coverage for residents of their states, with the state of domicile (in this case North Carolina) providing coverage for residents of its state and residents from states where SNIC was not licensed. N.C. Gen. Stat. § 58-62-21(a). Many Guaranty Associations provide up to \$300,000 in protection for life insurance death benefits and \$100,000 for life insurance policy net cash values, though some Guaranty Associations are authorized to provide more. See N.C. Gen. Stat. § 58-62-21(d). Benefits paid by SNIC prior to its being placed in liquidation do not count against the Guaranty Association's statutory coverage limits but will be applied in determining the remaining benefits available under the policy.

SNIC is unusual in that only two SNIC policies, out of almost 84,000 policies, are known to exceed Guaranty Association coverage limits. Therefore, the overwhelming majority of SNIC policyholders will be fully covered by Guaranty Associations. The two policies known to be in excess of Guaranty Association coverage limits will be covered up to those limits. Those policyholders will have a pro-rata claim for the remaining policy obligations up to policy limits, against whatever assets SNIC can marshal in liquidation or recover through litigation, after all expenses of administering the liquidation are paid. Liquidation guarantees that 100% of policy liabilities, and of certain other liabilities, must be paid before any general creditor claims can be paid. Liquidation also stays litigation against SNIC, which reduces costs. SNIC will still have the rights and powers in liquidation to seek recovery from persons and entities that owe SNIC money. Any such recoveries will increase potential payouts to the two policyholders with policies in excess of Guaranty Association coverage limits, will help pay back Guaranty Associations for their expenditures on behalf of SNIC policyholders, and will save state taxpayer funds.<sup>1</sup>

When Guaranty Associations are triggered upon issuance of a liquidation order and a finding of insolvency, they provide administration, continue coverage, pay claims, collect premiums, and are entitled to reinsurance, under certain circumstances and subject to their enabling acts. See N.C. Gen. Stat. §§ 58-62-36(d), 58-62-36(l), and 58-62-36(u). This will reduce SNIC's administrative expenses.

The current court-ordered moratorium prohibiting SNIC from paying surrenders and loans would not apply to the Guaranty Associations. The Guaranty Associations have not notified the Receiver that they would seek to impose such a moratorium under their enabling act. See N.C. Gen. Stat. § 58-62-36(n).

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<sup>1</sup> The financial burden of insurance company insolvencies falls ultimately on state general funds in most instances. To the extent the estate assets, deposits, subrogation and assignment rights, premiums and reinsurance are not sufficient to cover the shortfall, the Guaranty Associations assess solvent carriers that write the same lines of business as the insolvent company after being triggered. N.C. Gen. Stat. § 58-62-41. Those carriers receive state premium tax credits equal to the assessments over time in about 90% of states. The Rehabilitator is seeking recoveries through litigation outlined elsewhere in this report and those efforts would continue during liquidation as part of the effort to defray this financial burden on Guaranty Associations, policyholders, and taxpayers.

**INTRODUCTION TO SOUTHLAND NATIONAL INSURANCE CORPORATION  
FINANCIAL STATEMENTS  
AS OF MARCH 31, 2022**

Introduction and Basis of Presentation: The Company is a North Carolina domiciled life, accident and health insurance company that was placed in rehabilitation by the Wake County Superior Court on June 27, 2019. The Company is under the control of the Commissioner of Insurance of the State of North Carolina, in his capacity as Court appointed Rehabilitator. It is the Rehabilitator's responsibility to take possession of the assets of the Company and to administer them under the general supervision of the Court.

The accompanying unaudited financial statements were prepared by the Rehabilitator's staff as of March 31, 2022. The financial statements have been prepared in accordance with Statutory Accounting Principles promulgated by the National Association of Insurance Commissioners, except as noted in the following paragraph.

On July 26, 2019, the Governor of North Carolina signed into law, House Bill 220. This bill amends N.C. Gen. Stat §58-19-10(b), which limits the amount of investments in affiliates and subsidiaries to the lesser of ten percent (10%) of the insurer's admitted assets or fifty percent (50%) of the insurer's policyholders' surplus, provided that after those investments, the insurer's policyholders' surplus will be reasonable in relation to the insurers' outstanding liabilities and adequate to its financial needs. The excess amount of affiliated investments should be non-admitted for purposes of statutory accounting, but is not shown as non-admitted on current financial statements. The statutory limitation on affiliated investments was enacted after the companies were placed into rehabilitation. The notes to financial statements provide the court a summary of the statutory financial condition of the companies prior to the passage of the law as well as under current law. As of March 31, 2022, the Company has \$126.1MM of excess affiliated investments. Were this amount shown as non-admitted, the Company would have a negative surplus of \$153.5MM.

As of March 31, 2022, \$106.8MM of the \$158.4MM in affiliated investment loans to affiliated non-insurance companies defaulted on their payment obligations. The Company has maintained these loans at their previous book value and continued to accrue interest on these loans at the rate specified in the IALA. If the company were following Statutory accounting guidance, these loans would be downgraded to NAIC 6 and reported at market value and any accrued interest of more than 90 days would be non-admitted. The carrying value of these defaulted loans is \$106.8MM and the fair value of these loans could be less than the carrying value. Some interest is being received on these loans. The due and accrued interest on these loans was \$15MM of which \$9.7MM was non-admitted as of March 31.

## ASSETS

	Current Statement Date			
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	December 31 Prior Year Net Admitted Assets
1 Bonds (Schedule D)	122,671,648		122,671,648	123,730,084
2 Stocks (Schedule D):				
2.1 Preferred stocks	43,331,844		43,331,844	51,674,615
2.2 Common stocks	271	271		
3 Mortgage loans on real estate (Schedule B):				
3.1 First liens	737,893		737,893	754,964
3.2 Other than first liens				
4 Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$0 encumbrances)				
4.2 Properties held for the production of income (less \$0 encumbrances)				
4.3 Properties held for sale (less \$0 encumbrances)	68,180		68,180	68,180
5 Cash, cash equivalents, and short-term investments	29,030,962		29,030,962	13,577,292
6 Contract loans (including \$0 premium notes)	3,224,651		3,224,651	3,858,396
7 Derivatives (Schedule DB)				
8 Other invested assets (Schedule BA)	9,000,000	9,000,000		
9 Receivables for securities	310,000		310,000	310,000
10 Securities lending reinvested collateral assets (Schedule DL)				
11 Aggregate write-ins for invested assets				
12 Subtotals, cash and invested assets (Lines 1 to 11)	208,375,449	9,000,271	199,375,178	193,973,532
13 Title plants less \$0 charged off (for Title insurers only)				
14 Investment income due and accrued	15,665,038	9,809,736	5,855,302	5,431,620
15 Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	216,576		216,576	357,623
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$0 earned but unbilled premiums)	1,267,675		1,267,675	1,262,081
15.3 Accrued retrospective premiums (\$0) and contracts subject to redetermination (\$0)				
16 Reinsurance:				
16.1 Amounts recoverable from reinsurers	(12,629)		(12,629)	(12,629)
16.2 Funds held by or deposited with reinsured companies	59,930,904		59,930,904	53,480,609
16.3 Other amounts receivable under reinsurance contracts	427,075	347,410	79,664	79,664
17 Amounts receivable relating to uninsured plans				
18.1 Current federal and foreign income tax recoverable and interest thereon	1,484,925	1,484,925		
18.2 Net deferred tax asset	13,438,067	13,438,067		
19 Guaranty funds receivable or on deposit				
20 Electronic data processing equipment and software				
21 Furniture and equipment, including health care delivery assets (\$0)				
22 Net adjustment in assets and liabilities due to foreign exchange rates				
23 Receivables from parent, subsidiaries and affiliates	540,000		540,000	
24 Health care (\$0) and other amounts receivable				
25 Aggregate write-ins for other than invested assets	25,982	25,982		(1,468)
26 Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	301,359,061	34,106,391	267,252,670	254,571,032
27 From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
28 Total (Lines 26 and 27)	301,359,061	34,106,391	267,252,670	254,571,032
<b>DETAILS OF WRITE-INS</b>				
1101				
1102				
1103				
1198 Summary of remaining write-ins for Line 11 from overflow page				
1199 Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)				
2501 Prepaid Expense Deposit & Returned Checks	25,982	25,982		
2502 Premiums in Transit				(1,468)
2503				
2598 Summary of remaining write-ins for Line 25 from overflow page				
2599 Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	25,982	25,982		(1,468)

## LIABILITIES, SURPLUS, AND OTHER FUNDS

		1	2
		Current Statement Date	December 31 Prior Year
1	Aggregate reserve for life contracts \$..... less \$0 included in Line 6.3 (including \$0 Modco reserve)	250,008,394	252,301,910
2	Aggregate reserve for accident and health contracts (Exhibit 6, Line 17, Col. 1) (including \$0 Modco reserve)	73,067	75,670
3	Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including \$0 Modco reserve)		
4	Contract Claims:		
4.1	Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less sum of Cpls. 9, 10 and 11)	4,030,224	3,668,074
4.2	Accident and health (Exhibit 8, Part 1, Line 4.4, sum of Cpls. 9, 10 and 11)	3,364	3,364
5	Policyholders' dividends/refunds to members and coupons due and unpaid (Exhibit 4, Line 10)		
6	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year-estimated amounts:		
6.1	Policyholders' dividends and refunds to members apportioned for payment (including \$0 Modco)	69,153	70,148
6.2	Policyholders' dividends and refunds to members not yet apportioned (including \$0 Modco)		
6.3	Coupons and similar benefits (including \$0 Modco)		
7	Amount provisionally held for deferred dividend policies not included in Line 6		
8	Premiums and annuity considerations for life and accident and health contracts received in advance less discount; including accident and health premium (Exhibit 1, Part 1, Col. 1, sum of Lines 4 and 14)	230,354	244,206
9	Contract liabilities not included elsewhere:		
9.1	Surrender values on canceled contracts		
9.2	Provision for experience rating refunds, including the liability of \$0 accident and health experience rating refunds of which \$0 is for medical loss ratio rebate per the Public Health Service Act		
9.3	Other amounts payable on reinsurance including \$..... assumed and \$..... ceded	2,852,796	2,636,267
9.4	Interest maintenance reserve (IMR, Line 6)	7,162,626	7,029,424
10	Commissions to agents due or accrued-life and annuity contracts \$..... accident and health \$..... and deposit-type contract funds \$0		
11	Commissions and expense allowances payable on reinsurance assumed	5,652,445	4,738,765
12	General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	56,676	28,732
13	Transfers to Separate Accounts due or accrued (net) (including \$0 accrued expense allowances recognized in reserves net of reinsured allowances)		
14	Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)		(200)
15.1	Current federal and foreign income taxes including \$0 on realized capital gains (losses)		
15.2	Net deferred tax liability		
16	Unearned investment income	18,971	16,042
17	Amounts withheld or retained by reporting entity as agent or trustee	624,333	565,040
18	Amounts held for agents' account, including agents' credit balances		
19	Remittances and items not allocated		
20	Net adjustment in assets and liabilities due to foreign exchange rates	20,380	25,488
21	Liability for benefits for employees and agents if not included above		
22	Borrowed money and interest thereon		
23	Dividends to stockholders declared and unpaid		
24	Miscellaneous liabilities:		
24.01	Asset valuation reserve (AVR, Line 16, Col. 7)	21,801,580	20,440,797
24.02	Reinsurance in unauthorized and certified (\$0) companies		
24.03	Funds held under reinsurance treaties with unauthorized and certified (\$0) reinsurers		
24.04	Payable to parent, subsidiaries and affiliates	294,554	350,508
24.05	Drafts outstanding		
24.06	Liability for amounts held under uninsured plans		
24.07	Funds held under coinsurance		
24.08	Derivatives		
24.09	Payable for securities	220,986	8,463
24.10	Payable for securities lending		
24.11	Capital notes \$0 and interest thereon \$0		
25	Aggregate write-ins for liabilities	61,235	62,241
26	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	293,181,136	292,264,939
27	From Separate Accounts statement		
28	Total liabilities (Lines 26 and 27)	293,181,136	292,264,939
29	Common capital stock	1,502,718	1,502,718
30	Preferred capital stock		
31	Aggregate write-ins for other than special surplus funds		
32	Surplus notes		
33	Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	77,449,918	68,062,460
34	Aggregate write-ins for special surplus funds		
35	Unassigned funds (surplus)	(104,881,103)	(107,259,085)
36	Less treasury stock, at cost:		
36.1	0 Shares common (value included in Line 29 \$0)		
36.2	0 Shares preferred (value included in Line 30 \$0)		
37	Surplus (Total Lines 31 + 32 + 33 + 34 + 35 - 36) (including \$0 in Separate Accounts statement)	(27,431,185)	(39,196,625)
38	Totals of Lines 29, 30 and 37 (Page 4, Line 55)	(25,928,467)	(37,693,907)
39	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	267,252,669	254,571,032
<b>DETAILS OF WRITE-INS</b>			
2501	Suspense	(45)	964
2502	Escheat	61,280	61,276
2503			
2598	Summary of remaining write-ins for Line 25 from overflow page		
2599	Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	61,235	62,241
3101			
3102			
3103			
3198	Summary of remaining write-ins for Line 25 from overflow page		
3199	Totals (Lines 3101 through 3103 plus 3198) (Line 31 above)		
3401			
3402			
3403			
3498	Summary of remaining write-ins for Line 25 from overflow page		
3499	Totals (Lines 3401 through 3403 plus 3498) (Line 34 above)		

## SUMMARY OF OPERATIONS

		1	2	3
		Current Year to Date	Prior Year to Date	Prior Year Ended December 31
1	Premiums and annuity considerations for life and accident and health contracts (Exhibit 1, Part 1, Line 20.4, Col. 1, less Col. 11)	1,796,024	1,544,095	6,275,942
2	Considerations for supplementary contracts with life contingencies			
3	Net investment income (Exhibit of Net Investment Income, Line 17)	9,945,083	2,425,647	10,096,768
4	Amortization of Interest Maintenance Reserve (IMR, Line 5)	327,888	261,689	1,046,503
5	Separate Accounts net gain from operations excluding unrealized gains or losses			
6	Commissions and expense allowances on reinsurance ceded (Exhibit 1, Part 2, Line 26.1, Col. 1)		8,798	28,842
7	Reserve adjustments on reinsurance ceded			
8	Miscellaneous Income:			
8.1	Income from fees associated with investment management, administration and contract guarantees from Separate Accounts			
8.2	Charges and fees for deposit-type contracts			
8.3	Aggregate write-ins for miscellaneous income	5,562	494	3,008
9	Totals (Lines 1 to 8.3)	12,074,557	4,240,723	17,451,063
10	Death benefits	6,997,308	6,987,139	23,401,687
11	Matured endowments (excluding guaranteed annual pure endowments)	9,077	3,500	49,056
12	Annuity benefits (Exhibit 8, Part 2, Line 6.4, Cols. 4 + 8)		8,908	33,464
13	Disability benefits and benefits under accident and health contracts	466	(484)	(7,611)
14	Coupons, guaranteed annual pure endowments and similar benefits			
15	Surrender benefits and withdrawals for life contracts	717,405	92,739	976,204
16	Group conversions			
17	Interest and adjustments on contract or deposit-type contract funds			
18	Payments on supplementary contracts with life contingencies			
19	Increase in aggregate reserves for life and accident and health contracts	(2,296,585)	(3,661,509)	(11,950,534)
20	Totals (Lines 10 to 19)	5,427,671	3,430,293	12,502,267
21	Commissions on premiums, annuity considerations and deposit-type contract funds (direct business only) (Exhibit 1, Part 2, Line 31, Col. 1)			3,205
22	Commissions and expense allowances on reinsurance assumed (Exhibit 1, Part 2, Line 26.2, Col. 1)	913,680	958,802	3,770,520
23	General insurance expenses and fraternal expenses (Exhibit 2, Line 10, Columns 1, 2, 3, 4 and 6)	768,591	1,488,038	4,384,964
24	Insurance taxes, licenses and fees, excluding federal income taxes (Exhibit 3, Line 7, Cols. 1 + 2 + 3 + 5)	35,412	86,224	238,543
25	Increase in loading on deferred and uncollected premiums	(86,835)	(125,899)	(153,285)
26	Net transfers to or (from) Separate Accounts net of reinsurance			
27	Aggregate write-ins for deductions			882
28	Totals (Lines 20 to 27)	7,058,519	5,837,458	20,747,097
29	Net gain from operations before dividends to policyholders, refunds to members and federal income taxes (Line 9 minus Line 28)	5,016,038	(1,596,735)	(3,296,034)
30	Dividends to policyholders and refunds to members	17,605	17,690	69,343
31	Net gain from operations after dividends to policyholders, refunds to members and before federal income taxes (Line 29 minus Line 30)	4,998,433	(1,614,425)	(3,365,377)
32	Federal and foreign income taxes incurred (excluding tax on capital gains)	0	249,723	249,723
33	Net gain from operations after dividends to policyholders, refunds to members and federal income tax and before realized capital gains or (losses) (Line 31 minus Line 32)	4,998,433	(1,864,148)	(3,615,100)
34	Net realized capital gains or (losses) (excluding gains (losses) transferred to the IMR) less capital gains tax of \$.... (excluding taxes of \$.... transferred to the IMR)	51,597	(5,441)	7,173
35	Net income (Line 33 plus Line 34)	5,050,029	(1,869,589)	(3,607,928)
<b>CAPITAL AND SURPLUS ACCOUNT</b>				
36	Capital and surplus, December 31, prior year (Page 3, Line 38, Col. 2)	(37,693,907)	(24,553,749)	(24,553,749)
37	Net income (Line 35)	5,050,029	(1,869,589)	(3,607,928)
38	Change in net unrealized capital gains or (losses) less capital gains tax	(137,793)		
39	Change in net unrealized foreign exchange capital gain (loss)		418,103	788,967
40	Change in net deferred income tax			
41	Change in nonadmitted assets	(1,172,647)	(3,006,579)	(6,813,216)
42	Change in liability for reinsurance in unauthorized and certified companies			
43	Change in reserve on account of change in valuation basis, (increase) or decrease (Exhibit 5A, Line 9999999, Col. 4)	(826)		
44	Change in asset valuation reserve	(1,360,782)	(1,907,332)	(6,287,358)
45	Change in treasury stock (Page 3, Lines 36.1 and 36.2 Col. 2 minus Col. 1)			
46	Surplus (contributed to) withdrawn from Separate Accounts during period			
47	Other changes in surplus in Separate Accounts statement			
48	Change in surplus notes			
49	Cumulative effect of changes in accounting principles			
50	Capital changes:			
50.1	Paid in			
50.2	Transferred from surplus (Stock Dividend)			
50.3	Transferred to surplus			
51	Surplus adjustment:			
51.1	Paid in	9,387,458		2,779,374
51.2	Transferred to capital (Stock Dividend)			
51.3	Transferred from capital			
51.4	Change in surplus as a result of reinsurance			
52	Dividends to stockholders			
53	Aggregate write-ins for gains and losses in surplus			
54	Net change in capital and surplus for the year (Lines 37 through 53)	11,765,440	(6,365,397)	(13,140,161)
55	Capital and surplus, December 31, current year (Lines 36 + 54) (Page 3, Line 38)	(25,928,467)	(30,919,146)	(37,693,910)
<b>DETAILS OF WRITE-INS</b>				
08.301	Other Income	5,562	494	3,008
08.302				
08.303				
08.398	Summary of remaining write-ins for Line 8.3 from overflow page			
08.399	Totals (Lines 08.301 through 08.303 plus 08.398) (Line 8.3 above)	5,562	494	3,008
2701	Fines and Penalties			882
2702				
2703				
2798	Summary of remaining write-ins for Line 27 from overflow page			
2799	Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)			882
5301	Initial Ceding Commission STD RE Less Amortization - SNRC/SNG/STD RE			
5302	Reinsurance recapture			
5303				
5398	Summary of remaining write-ins for Line 53 from overflow page			
5399	Totals (Lines 5301 through 5303 plus 5398) (Line 53 above)			

SOUTHLAND NATIONAL INSURANCE CORPORATION  
SCHEDULE OF AFFILIATED INVESTMENTS  
DECEMBER 31, 2021 AND MARCH 31, 2022 COMPARISON

Pledged	CUSIP Identification	Description	Actual Cost	Book/ Adjusted Carrying Value December 31, 2021	Book/ Adjusted Carrying Value March 31, 2022	Change
N/A	99439FJM4	AAPC HOLDINGS, LLC	\$ 8,204,979	\$ 8,204,979	\$ -	\$ (8,204,979)
SNIC-NC MUT	9941328T5	ACADEMY FINANCIAL ASSETS, LLC	4,331,696	4,331,696	4,331,696	-
N/A	9941328T5	ACADEMY FINANCIAL ASSETS, LLC	1,787,880	1,787,880	1,787,880	-
N/A	9941327T4	AFA FKA AFI TERM	1,237,495	1,237,495	1,237,495	-
SNIC-NC MUT	9941329T6	AFA FKA GIC SR. NOTE	1,746,322	1,746,322	1,746,322	-
N/A	9941329T6	AFA FKA GIC SR. NOTE	4,074,751	4,074,751	4,074,751	-
SNIC-NC MUT	04686@AA9	AUGUSTA ASSET MANAGEMENT, LLC	5,271,410	5,271,410	5,271,410	-
N/A	05777@AA6	BALDWIN ASSET MANAGEMENT, LLC	8,825,889	8,825,889	8,825,889	-
N/A	06625@126	BANKERS LIFE INSURANCE COMPANY	8,310,000	8,310,000	8,310,000	-
N/A	13973@AA2	CAPITAL ASSETS FUND I LLC	6,898,873	6,898,873	6,898,873	-
SNIC-NC MUT	9941317T1	CAPITAL ASSETS FUND II, LLC	5,258,038	5,258,038	5,258,038	-
SNIC-NC MUT	9941317V6	CAPITAL ASSETS FUND IV, LLC	5,236,750	5,236,750	5,153,976	(82,774)
SNIC-NC MUT	9941317U8	CAPITAL ASSETS FUND V, LLC	5,995,234	5,995,234	5,729,249	(265,985)
SNIC-NC MUT	9941318T3	CAPITAL ASSETS MANAGEMENT II, LLC	1,775,937	1,775,937	1,707,041	(68,896)
N/A	9941318T3	CAPITAL ASSETS MANAGEMENT II, LLC	1,775,937	1,775,937	1,707,041	(68,896)
N/A	19633@129	COLORADO BANKERS LIFE INSURANCE COMPANY	24,000,000	24,000,000	24,000,000	-
SNIC-NC MUT	99467UA5	CV INVESTMENTS	6,021,241	6,021,241	6,021,241	-
SNIC-NC MUT	9944639X1	CV INVESTMENTS, LLC	2,055,028	2,055,028	2,055,028	-
SNIC-NC MUT	23570*AA0	DAMASCUS ASSET MANAGEMENT, LLC	5,161,248	5,161,248	5,161,248	-
N/A	23570*AA0	DAMASCUS ASSET MANAGEMENT, LLC	1,935,468	1,935,468	1,935,468	-
SNIC-NC MUT	29412#AA5	EPHESUS ASSET MANAGEMENT, LLC	3,356,472	3,356,472	3,356,472	-
N/A	29412#AA5	EPHESUS ASSET MANAGEMENT, LLC	6,359,631	6,359,631	6,359,631	-
SNIC-NC MUT	34610#AA5	FOREST PARK ASSET MANAGEMENT, LLC	4,450,080	4,450,080	4,450,080	-
N/A	34610#AA5	FOREST PARK ASSET MANAGEMENT, LLC	3,708,400	3,708,400	3,708,400	-
SNIC-NC MUT	9942228W1	GILFORD ASSET MANAGEMENT, LLC	294,695	294,695	294,695	-
SNIC-NC MUT	40905#AA6	HAMPTON ASSET MANAGEMENT, LLC	3,730,966	3,730,966	3,730,966	-
N/A	40905#AA6	HAMPTON ASSET MANAGEMENT, LLC	3,581,728	3,581,728	3,581,728	-
N/A	9941556V4	HPCSP INVESTMENTS	1,135,418	1,135,418	1,135,418	-
SNIC-NC MUT	9941557U3	HPCSP INVESTMENTS, LLC	1,266,469	1,266,469	1,266,469	-
SNIC-NC MUT	46275@AA7	IRON CITY ASSET MANAGEMENT, LLC	3,072,502	3,072,502	3,072,502	-
SNIC-NC MUT	46563@AA8	ITECH FUNDING LLC	3,398,113	3,398,113	3,398,113	-
N/A	46563@AA8	ITECH FUNDING LLC	4,474,743	4,474,743	4,474,743	-
SNIC-NC MUT	46662#AA6	JACKSON ASSET MANAGEMENT, LLC	3,146,993	3,146,993	3,146,993	-
SNIC-NC MUT	9947669V1	NIH CAPITAL, LLC	1,005,250	1,005,250	1,005,250	-
N/A	9947669V1	NIH CAPITAL, LLC	1,005,250	1,005,250	1,005,250	-
SNIC-NC MUT	65532NAA7	NOM GB 2018 I LLC	5,497,646	5,490,215	-	(5,490,215)
N/A	G6846#AA2	PBX BERMUDA HOLDINGS, LTD.	212,978	213,126	213,121	(5)
SNIC-NC MUT	72083RAA7	PIERRE MENDES LLC	6,294,978	6,294,978	5,774,734	(520,244)
N/A	86576#AA7	SUMMERVILLE ASSET MANAGEMENT, LLC	7,773,313	7,773,313	7,228,453	(544,861)
Total			\$ 173,669,802	\$ 173,662,519	\$ 158,415,663	\$ (15,246,855)

**Summary of activity (rounded to hundred-thousands)**

Reduction due to AAPC Payoff (15,247,000)

Total \$ (15,247,000)



**SOUTHLAND NATIONAL REINSURANCE CORPORATION**  
**NORTH CAROLINA COMMISSIONER OF INSURANCE AS REHABILITATOR**  
**AS OF MARCH 31, 2022,**  
**A BALANCE SHEET**  
**AS OF MARCH 31, 2022,**  
**AND**  
**A SUMMARY OF OPERATIONS**  
**THROUGH MARCH 31, 2022**

## **INTRODUCTION**

---

### **BACKGROUND**

Southland National Reinsurance Corporation (hereinafter, “Company”) was created as a pure captive insurance company on December 3, 2014, in North Carolina under the Captive Insurance Act of 2013, as amended. On June 27, 2019, the Wake County Superior Court (hereinafter, the “Court”) issued an Order of Rehabilitation (hereinafter, “Order”) against the Company and appointed the Commissioner of Insurance for the State of North Carolina as Rehabilitator (hereinafter, the “Rehabilitator”). On June 27, 2019, the Court also entered an Order Granting Motion for Moratorium on Policy Surrenders and Other Relief (hereinafter “Moratorium”).

The Company is part of a group of insurance companies known as Global Bankers Insurance Group (hereinafter, “GBIG”). GBIG is part of a larger group of companies known as Global Growth (f/k/a Eli Global). Global Growth is owned by Greg Lindberg.

The Company has no active business and only reinsures business from other GBIG insurance companies.

### **PURPOSE OF THIS REPORT**

The purpose of this report is to provide a quarterly update to the Court, as required by the Order, on the work that the Rehabilitator and his staff have carried out since the issuance of the Order, to set out the present situation of the Company, and to provide a balance sheet and a summary of operations through March 31, 2022.

### **LIMITATIONS**

This report is based only on the knowledge that the Rehabilitator and his staff have gained from the work performed since the issuance of the Order. Facts may exist that the Rehabilitator is unaware of that may have a material effect on the information provided in this report. The Rehabilitator will update the information in future quarterly reports as additional facts are discovered.

### **SUMMARY**

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#### **COMPANY PROPERTY**

- In accordance with the Order, the Rehabilitator has taken possession of all known assets and property of the Company.

#### **MEMORANDUM OF UNDERSTANDING AND INTERIM AMENDMENT TO LOAN AGREEMENTS**

On June 27, 2019, the Company entered into a Memorandum of Understanding (“MOU”) and Interim Amendment to Loan Agreements (“IALA”) with Greg E. Lindberg, Academy Association, Inc. and Edwards Mill Asset Management, LLC. The Parties executed this MOU to set forth their agreements, including but not limited to, (i) the immediate partial amendment of, among other things, the interest rate and repayment terms of various affiliated loans through the IALA; (ii) the global restructuring of various affiliated companies through the formation of a new holding company; and (iii) the global restructuring and modifications of all affiliated loans, including

assignment of the loans to such new holding company. The restructuring was to be completed by September 30, 2019. The restructuring was not completed by this date. The Company, along with the other insurance companies in rehabilitation, filed a Complaint against the other parties to the MOU on October 1, 2019. The Company has no affiliated loans and, therefore, the MOU and IALA have minimal impact on the Company. See the Litigation section for more information.

## LITIGATION

To the Rehabilitator's knowledge, the Company is a party to the following lawsuit:

### **Affiliated**

The following litigation was initiated by one or more of the North Carolina Insurance Companies in Rehabilitation against Global Growth affiliated entities:

*Southland National Insurance Corporation in Rehabilitation, Bankers Life Insurance Company in Rehabilitation, Colorado Bankers Life Insurance Company in Rehabilitation, and Southland National Reinsurance Corporation in Rehabilitation v. Greg Lindberg, Academy Association, Inc., Edwards Mill Asset Management, LLC, New England Capital, LLC, and Private Bankers Life and Annuity Co., Ltd., Case No. 19 CVS 013093, Wake County, North Carolina.*

This case was filed on October 1, 2019, alleging a breach of the contract entered into by the parties on June 27, 2019. An Amended Complaint was filed on October 28, 2019 and added claims for fraud and negligent misrepresentation arising from statements contained in the June 27, 2019 contract and the Defendants' conduct.

On October 1, 2019, the Wake County Superior Court entered a Temporary Restraining Order ("TRO"), which remains in place, as amended by the Court on April 1, 2020 and June 23, 2020. Essentially, the TRO prohibits the Defendants from taking any action that would negatively impact the value of Plaintiffs' investments into Defendants' companies.

The Defendants moved to dismiss the original Complaint and the Amended Complaint on various grounds. The Court denied those motions in an Order filed on January 21, 2020. Defendants filed an Answer to the Amended Complaint on February 20, 2020.

The Court entered a Case Management Order and set the matter for trial in February 2021. On July 8, 2020, Defendants filed a Motion to Modify the Case Management Order & For Continuance seeking to extend all discovery deadlines and the trial for 120 days. On August 5, 2020, the Court entered an order extending all discovery deadlines by 90 days with discovery to be completed by December 31, 2020 but kept the trial set for February 1, 2021.

The Court severed Defendant PB Life and Annuity Co. Ltd. f/k/a Private Bankers Life and Annuity Co., Ltd. ("PBLA") from this litigation after it filed Chapter 15 bankruptcy, *In re: PB Life and Annuity Co. Ltd.*, No. 1:20-BK-12791, pending in the United States Bankruptcy Court for the Southern District of New York. Plaintiffs' claims against PBLA are expected to be stayed during

the pendency of its bankruptcy proceeding; however, Plaintiffs' claims against the other Defendants are unaffected.

On January 8, 2021, the Court entered a Second Case Management Order extending the discovery deadline to February 28, 2021 and setting the trial for April 15, 2021.

On March 19, 2021, the Court entered an order extending the time to take the depositions of Defendants Greg Lindberg, AAI, and NEC to May 14, 2021. The Court also ordered that all dispositive motions be filed by June 2, 2021, responses filed by June 9, 2021, and hearing on said motions to occur the week of June 14, 2021.

On June 9, 2021, the Parties filed respective Motions for Summary Judgment and on June 14, 2021, the Parties filed their respective responses. The Court orally denied the Motions for Summary Judgment and trial commenced on June 21, 2021. Trial concluded on June 30, 2021. Post-trial briefing was filed on August 31, 2021, after which the Court will enter an order on the issues tried. Defendants filed a Motion to Strike certain exhibits on September 3, 2021 and Objections to Relief Requested on October 1, 2021. The Court heard argument on the Motion to Strike and Objection on October 13, 2021.

On November 22, 2021, Defendants filed a motion to compel post-trial mediation. That motion was granted at the conclusion of a hearing on January 27, 2022. The mediation was conducted on March 9, 2022 and an impasse was declared by the mediator.

On March 11, 2022, Plaintiffs Motion to Add Global Growth Holdings, Inc. as the successor defendant to Academy Association, Inc. was granted.

#### **OTHER MATTERS**

- Pursuant to the Moratorium Order, the Rehabilitator has imposed a moratorium on cash surrenders, annuitizations, and policy loans against the Company's policies until such time as the Court approves lifting of the moratorium.
- Since all reinsurance agreements were recaptured as of July 1, 2019, the Company no longer has any business on its books. Remaining assets and liabilities are in the process of being liquidated.

#### **REVIEW PANEL**

On April 2, 2020, the Court amended the TRO to establish a 5-person review panel to advise the Court on proposed transactions that could implicate the TRO. Both the Plaintiffs and Defendants appointed one representative each. Each representative appointed an independent member. The two independent members appointed a third independent member. After reviewing proposed transactions, the panel makes recommendations to the Court to either approve or deny the proposed transactions. The panel did not meet during the quarter.

#### **CONTINUATION OF BUSINESS**

All business for the Company has been recaptured and the Company no longer has any operations and will be dissolved at a future date.

**INTRODUCTION TO SOUTHLAND NATIONAL REINSURANCE CORPORATION**  
**FINANCIAL STATEMENTS**  
**AS OF MARCH 31, 2022**

Introduction and Basis of Presentation: The Company is a North Carolina domiciled pure captive insurance company that was placed in rehabilitation by the Wake County Superior Court on June 27, 2019. The Company is under the control of the Commissioner of Insurance of the State of North Carolina in his capacity as Court appointed Rehabilitator. It is the Rehabilitator's responsibility to take possession of the assets of the Company and to administer them under the general supervision of the Court.

The accompanying unaudited financial statements were prepared by the Rehabilitator's staff as of March 31, 2022. The financial statements have been prepared in accordance with Generally Accepted Accounting Principles.

Southland National Reinsurance Corporation  
Balance Sheet  
31-Mar-22

	Mar-22	Dec-21
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
Fifth Third Bank - 5666	229,664	234,161
<b>Total Checking/Savings</b>	229,664	234,161
<b>Other Current Assets</b>		
<b>Total Other Current Assets</b>	-	-
<b>Total Current Assets</b>	229,664	234,161
<b>Other Assets</b>		
Deferred Tax Asset	-	-
<b>Total Other Assets</b>	-	-
<b>TOTAL ASSETS</b>	<b>229,664</b>	<b>234,161</b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Other Current Liabilities</b>		
Accrued Expenses	-	2,914
Advance Premium- NCM	-	-
Advance Premium- SNIC	-	-
Federal Income Taxes Payable	-	-
<b>Total Other Current Liabilities</b>	-	2,914
<b>Total Current Liabilities</b>	-	2,914
<b>Total Liabilities</b>	-	2,914
<b>Equity</b>		
Capital Stock	100	100
Additional Paid in Capital	18,851,565	18,851,565
Retained Earnings	(18,620,418)	(19,096,756)
Net Income	(1,583)	476,339
<b>Total Equity</b>	229,664	231,247
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>229,664</b>	<b>234,161</b>

Southland National Reinsurance Corporation

Income Statement

Three months ended 3.31.2022

	<u>Jan - Mar 22</u>	<u>Dec 21</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Total Income</b>	-	-
<b>Expense</b>		
<b>Bank Service Charges</b>	1,583	6,518
<b>Professional Fees</b>		
<b>Consulting</b>	-	17,571
<b>Professional Fees - Other</b>	-	-
<b>Total Professional Fees</b>	-	17,571
<b>Travel Expense</b>	-	-
<b>Total Expense</b>	1,583	24,089
<b>Net Ordinary Income</b>	(1,583)	(24,089)
<b>Other Income/Expense</b>		
<b>Other Income</b>		
<b>Investment Income</b>		
<b>Total Investment Income</b>	-	-
<b>Total Other Income</b>	-	-
<b>Other Expense</b>		
<b>Federal Income Taxes- Current</b>	-	(500,428)
<b>Federal Income Taxes- Deferred</b>	-	-
<b>Total Other Expense</b>	-	(500,428)
<b>Net Other Income</b>	-	500,428
<b>Net Income</b>	<u>(1,583)</u>	<u>476,339</u>

**BANKERS LIFE INSURANCE COMPANY**

**NORTH CAROLINA COMMISSIONER OF INSURANCE AS REHABILITATOR**

**AS OF MARCH 31, 2022,**

**A BALANCE SHEET**

**AS OF MARCH 31, 2022**

**A SUMMARY OF OPERATIONS**

**THROUGH MARCH 31, 2022**

**AND**

**A SCHEDULE OF LINDBERG AFFILIATED INVESTMENTS**

**AS OF MARCH 31, 2022**



## **INTRODUCTION**

---

### **BACKGROUND**

Bankers Life Insurance Company (hereinafter, “BLIC” or “Company”) was originally incorporated under the laws of the State of Florida as a stock life insurance company on May 9, 1973. On December 15, 2016, the Company redomesticated to North Carolina. On June 27, 2019, the Wake County Superior Court (hereinafter, the “Court”) issued an Order of Rehabilitation (hereinafter, “Order”) against the Company and appointed the Commissioner of Insurance for the State of North Carolina as Rehabilitator (hereinafter, the “Rehabilitator”). On June 27, 2019, the Court also entered an Order Granting Motion for Moratorium on Policy Surrenders and Other Relief (hereinafter “Moratorium”).

The Company is part of a group of insurance companies known as Global Bankers Insurance Group (hereinafter, “GBIG”). GBIG is part of a larger group of companies known as Global Growth (f/k/a Eli Global). Global Growth is owned by Greg Lindberg (hereinafter, “Lindberg”).

### **PURPOSE OF THIS REPORT**

The purpose of this report is to provide a quarterly update to the Court, as required by the Order, on the work that the Rehabilitator and his staff have carried out since the issuance of the Order, to set out the present situation of the Company, and to provide a balance sheet and schedule of Lindberg affiliated investments as of March 31, 2022, and a summary of operations through March 31, 2022.

### **LIMITATIONS**

This report is based only on the knowledge that the Rehabilitator and his staff have gained from the work performed since the issuance of the Order. Facts may exist that the Rehabilitator is unaware of that may have a material effect on the information provided in this report. The Rehabilitator will update the information in future quarterly reports as additional facts are discovered.

## **SUMMARY**

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### **COMPANY PROPERTY**

- In accordance with the Order, the Rehabilitator has taken possession of all known assets and property of the Company.
- The Rehabilitator is currently evaluating the Company’s in-force business and reinsurance programs in furtherance of determining the feasibility of a successful rehabilitation.

### **MEMORANDUM OF UNDERSTANDING AND INTERIM AMENDMENT TO LOAN AGREEMENTS**

On June 27, 2019, the Company entered into a Memorandum of Understanding (“MOU”) and Interim Amendment to Loan Agreements (“IALA”) with Greg E. Lindberg, Academy Association, Inc. and Edwards Mill Asset Management, LLC. The Parties executed this MOU to set forth their agreements, including but not limited to, (i) the immediate partial amendment of, among other things, the interest rate and repayment terms of various affiliated loans through the IALA; (ii) the global restructuring of various affiliated companies through the formation of a new holding

company; and (iii) the global restructuring and modifications of all affiliated loans, including assignment of the loans to such new holding company. The restructuring was to be completed by September 30, 2019. The restructuring was not completed by this date. The Company, along with the other insurance companies in rehabilitation, filed a Complaint against the other parties to the MOU on October 1, 2019. See the Investment Portfolio and Litigation sections for more information.

### **INVESTMENT PORTFOLIO**

The goal of the Rehabilitator is to reduce the amount of affiliated investments and to increase long-term liquidity. The non-affiliated investments are invested primarily in publicly traded securities. The Rehabilitator is working on a plan for the Global Growth non-insurance operating companies to repay the affiliated investments.

- The Company has approximately \$48.2MM of affiliated investments as of March 31, 2022. This represents 14% of the admitted assets.
- During the quarter, the Company received payments on affiliated investments in the amount of \$6.4MM.
- During the quarter, the Company received some interest payments on the affiliated investments. The amount received was not in accordance with the IALA. See the Litigation section for more information.

As set out in the notes to the financial statements, on July 26, 2019, the Governor of North Carolina signed into law, House Bill 220. This bill amends N.C. Gen. Stat §58-19-10(b), which limits the amount of investments in affiliates and subsidiaries to the lesser of ten percent (10%) of the insurer's admitted assets or fifty percent (50%) of the insurer's policyholders' surplus, provided that after those investments, the insurer's policyholders' surplus will be reasonable in relation to the insurers' outstanding liabilities and adequate to its financial needs. The excess amount of affiliated investments should be non-admitted for purposes of statutory accounting, but is not shown as non-admitted on current financial statements. The statutory limitation on affiliated investments was enacted after the companies were placed into rehabilitation. The notes to financial statements provide the court a summary of the statutory financial condition of the companies prior to the passage of the law as well as under current law. As of March 31, 2022, the Company has \$48.2MM of excess affiliated investments. Were this amount shown as non-admitted, the Company would have a negative surplus of \$67.9MM.

### **EXPENSE REDUCTIONS**

The Rehabilitator is evaluating the Company's contracts to identify those that are essential for ongoing operations. As part of this effort, the Rehabilitator is also attempting to negotiate more favorable terms of essential contracts.

On October 1, 2021, BLIC transferred the servicing of its business to a new third-party administrator at a reduced cost from the prior administrator. Costs under the current administrator were \$85,415 compared to the same quarter in 2021 of \$579,310. See Third Party Administrator section for additional information.

## LITIGATION

To the Rehabilitator's knowledge, the Company is a party to or has a financial interest in the following lawsuits:

### **Affiliated**

The following litigation was initiated by one or more of the North Carolina Insurance Companies in Rehabilitation against Global Growth affiliated entities:

*Southland National Insurance Corporation in Rehabilitation, Bankers Life Insurance Company in Rehabilitation, Colorado Bankers Life Insurance Company in Rehabilitation, and Southland National Reinsurance Corporation in Rehabilitation v. Greg Lindberg, Academy Association, Inc., Edwards Mill Asset Management, LLC, New England Capital, LLC, and Private Bankers Life and Annuity Co., Ltd., Case No. 19 CVS 013093, Wake County, North Carolina.*

This case was filed on October 1, 2019, alleging a breach of the contract entered into by the parties on June 27, 2019. An Amended Complaint was filed on October 28, 2019 and added claims for fraud and negligent misrepresentation arising from statements contained in the June 27, 2019 contract and the Defendants' conduct.

On October 1, 2019, the Wake County Superior Court entered a Temporary Restraining Order ("TRO"), which remains in place, as amended by the Court on April 1, 2020 and June 23, 2020. Essentially, the TRO prohibits the Defendants from taking any action that would negatively impact the value of Plaintiffs' investments into Defendants' companies.

The Defendants moved to dismiss the original Complaint and the Amended Complaint on various grounds. The Court denied those motions in an Order filed on January 21, 2020. Defendants filed an Answer to the Amended Complaint on February 20, 2020.

The Court entered a Case Management Order and set the matter for trial in February 2021. On July 8, 2020, Defendants filed a Motion to Modify the Case Management Order & For Continuance seeking to extend all discovery deadlines and the trial for 120 days. On August 5, 2020, the Court entered an order extending all discovery deadlines by 90 days with discovery to be completed by December 31, 2020 but kept the trial set for February 1, 2021.

The Court severed Defendant PB Life and Annuity Co. Ltd. f/k/a Private Bankers Life and Annuity Co., Ltd. ("PBLA") from this litigation after it filed Chapter 15 bankruptcy, *In re: PB Life and Annuity Co. Ltd.*, No. 1:20-BK-12791, pending in the United States Bankruptcy Court for the Southern District of New York. Plaintiffs' claims against PBLA are expected to be stayed during the pendency of its bankruptcy proceeding; however, Plaintiffs' claims against the other defendants are unaffected.

On January 8, 2021, the Court entered a Second Case Management Order extending the discovery deadline to February 28, 2021 and setting the trial for April 15, 2021.

On March 19, 2021, the Court entered an order extending the time to take the depositions of Defendants Greg Lindberg, AAI, and NEC to May 14, 2021. The Court also ordered that all dispositive motions be filed by June 2, 2021, responses filed by June 9, 2021, and hearing on said motions to occur the week of June 14, 2021.

On June 9, 2021, the Parties filed respective Motions for Summary Judgment and on June 14, 2021, the Parties filed their respective responses. The Court orally denied the Motions for Summary Judgment and trial commenced on June 21, 2021. Trial concluded on June 30, 2021. Post-trial briefing was filed on August 31, 2021, after which the Court will enter an order on the issues tried. Defendants filed a Motion to Strike certain exhibits on September 3, 2021 and Objections to Relief Requested on October 1, 2021. The Court heard argument on the Motion to Strike and Objection on October 13, 2021.

On November 22, 2021, Defendants filed a motion to compel post-trial mediation. That motion was granted at the conclusion of a hearing on January 27, 2022. The mediation was conducted on March 9, 2022 and an impasse was declared by the mediator.

On March 11, 2022, Plaintiffs Motion to Add Global Growth Holdings, Inc. as the successor defendant to Academy Association, Inc. was granted.

***Colorado Bankers Life Insurance Company v. Hampton Asset Management, LLC, Case No. 5:20-CV-369-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. Colorado Bankers Life Insurance Company (“CBL”) filed this action in its capacity as agent of the loan. CBL and BLIC are lenders on this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$32,043,602 plus interest at a rate of \$8,531.31 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Iron City Asset Management, LLC, iTech Funding, LLC, ICAM Holdings, I, LLC, Case No. 5:20-CV-375-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Iron City Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and Southland National Insurance Corporation ("SNIC") are lenders on the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$31,482,147 plus interest at a rate of \$8,381.82 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant Borrower removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On August 7, 2020, an Amended Complaint was filed to add causes of action against iTech Funding, LLC and ICAM Holdings I, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on August 21, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Jackson Asset Management, LLC, Case No. 5:20-CV-370-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and BLIC are lenders on this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$26,134,021 plus interest at a rate of \$6,957.94 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Baldwin Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-398-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Baldwin Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders on the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$34,077,149 plus interest at a rate of \$9,072.72 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and BAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order

setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. iTech Funding, LLC, Case No. 5:20-CV-402-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$30,381,407 plus interest at a rate of \$8,323.67 per diem from May 1, 2020 until paid in full. On July 23, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 20, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.



***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Capital Assets Fund IV, LLC, Case No. 20 CVS 6474, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$54,028,137 plus interest at a rate of \$14,695.24 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020 and after CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, Plaintiffs filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot Plaintiffs' Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against Plaintiffs for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 13, 2021, Plaintiffs replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and Plaintiffs' partial motion to dismiss Defendant's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Capital Assets Fund V, LLC, Case No. 20 CVS 6475, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$55,523,232 plus interest at a rate of \$14,782.54 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020, but before CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, Plaintiffs filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot Plaintiffs' Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against Plaintiffs for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 13, 2021, Plaintiffs replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and Plaintiffs' partial motion to dismiss Defendant's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. Capital Assets Fund I, LLC, Case No. 5:20-CV-450-D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$97,250,324 plus interest at a rate of \$25,891.99 per diem from May 1, 2020 until paid in full.

On August 20, 2020, the Defendant removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on September 17, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. TAC Investments, LLC, Case No. 5:20-CV-453-D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$15,077,251 plus interest at a rate of \$4,014.18 per diem from May 1, 2020 until paid in full.

On August 20, 2020, the Defendant removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on September 17, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims.

Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Summerville Asset Management, LLC, iTech Funding, LLC, and SAM Holdings, LLC, Case No. 5:20-CV-432-D, Eastern District of North Carolina.***

This case was filed on August 10, 2020, alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Summerville Asset Management, LLC (“Defendant Borrower”) on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$45,675,960 plus interest at a rate of \$12,160.80 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and SAM Holdings, LLC.

On August 10, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 11, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on September 9, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants’ response.

On July 20, 2021, the Court denied CBL’s motion to dismiss Defendant Borrower’s second and third counterclaims, as well as CBL’s motion to consolidate. CBL filed its answer to the Defendant Borrower’s counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties’ agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Academy Financial Assets, LLC, Case No. 5:20-CV-474-D, Eastern District of North Carolina.***

This case was filed on September 3, 2020, alleging a breach of promissory notes, as modified by the IALA, entered into on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the promissory notes. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the promissory notes, as modified. The Complaint seeks repayment to CBL in the amount of \$23,974,479 plus interest at a rate of \$6,370 per diem

from May 1, 2020 until paid in full. The Complaint seeks repayment to SNIC in the amount of \$5,993,619 plus interest at a rate of \$1,592.75 per diem from May 1, 2020 until paid in full. The Complaint seeks repayment to BLIC in the amount of \$2,397,448 plus interest at a rate of \$637.10 per diem from May 1, 2020 until paid in full.

On September 3, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On September 4, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On September 30, 2020, the Defendant answered the Complaint and filed a counterclaim against Plaintiffs seeking reformation of the IALA. On October 22, 2020, Plaintiffs were granted an extension of time through November 20, 2020 to respond to Defendant's counterclaim. On November 20, 2020, Plaintiffs moved to dismiss the counterclaim. On December 11, 2020, Defendant filed its response in opposition to Plaintiffs' motion to dismiss. On December 23, 2020, Plaintiffs filed their reply in support of their motion to dismiss.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendant's response.

On July 20, 2021, the Court denied Plaintiffs' motion to dismiss Defendant's second and third counterclaims, as well as Plaintiffs' motion to consolidate. Plaintiffs filed their answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company and Bankers Life Insurance Company v. Academy Financial Assets, LLC and New England Capital, LLC, Case No. 5:20-CV-517-D, Eastern District of North Carolina.***

This case was filed on October 2, 2020, alleging a breach of a loan agreement, as modified by the IALA entered into by Defendant Academy Financial Assets, LLC ("Defendant Borrower") on June 27, 2019. CBL and BLIC filed this action in their capacities as lenders of the loans. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements, as modified. The Complaint seeks repayment to Plaintiffs in the amount of \$12,564,767 plus interest at a rate of \$3,345.25 per diem from May 1, 2020 until paid in full. The Complaint also alleges that Defendant New England Capital, LLC,

the agent of the loan, breached the loan agreements by failing to enforce the loan agreements following Defendant Borrower's breach.

On October 10, 2020, Plaintiffs filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On October 5, 2020, this action was assigned to be heard before the Honorable James C. Dever III. On November 30, 2020, Defendants filed their respective motions to dismiss for failure to state a claim. On December 21, 2020, Plaintiffs filed a response in opposition to Defendants' motions. Defendants filed replies in support of their respective motions to dismiss on January 4, 2021.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed responses in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendants' responses.

On July 20, 2021, the Court denied Defendants' motions to dismiss, as well as Plaintiffs' motion to consolidate. Defendants filed answers to Plaintiffs' Complaint on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Augusta Asset Management, LLC, New England Capital, LLC, AAM Holdings I, LLC, and iTech Funding, LLC, Case No. 5:20-CV-518-D, Eastern District of North Carolina.***

This case was filed on October 2, 2020, alleging a breach of a loan agreement, as modified by the IALA entered into by Defendant Augusta Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loans. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements, as modified. The Complaint seeks repayment to Plaintiffs in the amount of \$14,552,991 plus interest at a rate of \$3,874 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and AAM Holdings, LLC. Finally, the Complaint alleges that Defendant New England Capital, LLC, the agent of the loan, breached the loan agreements by failing to enforce the loan agreements following Defendant Borrower's breach.

On October 10, 2020, Plaintiffs filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties,

transactions, and events. On October 2, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On November 30, 2020, Defendants filed their respective motions to dismiss for failure to state a claim. On December 21, 2020, Plaintiffs filed a response in opposition to Defendants' motions. Defendants filed replies in support of their respective motions to dismiss on January 4, 2021.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed responses in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendants' responses.

On July 20, 2021, the Court denied Defendants' motions to dismiss, as well as Plaintiffs' motion to consolidate. Defendants filed answers to Plaintiffs' Complaint on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

#### **OTHER MATTERS**

- Pursuant to the Moratorium Order, the Rehabilitator has imposed a moratorium on cash surrenders, annuitizations, and policy loans against the Company's policies until such time as the Court approves lifting of the moratorium.
- In accordance with the Moratorium Order, the Rehabilitator has adopted and implemented a policy to provide substitute benefits in lieu of the contractual obligations of the Company for annuity benefits and cash withdrawals for policyholders who petition for payment under claims of legitimate hardship. As of March 31, 2022, 334 hardship cases have been received. 156 were approved, 97 were denied due to insufficient information, 67 were denied due to not meeting the hardship qualifications and 14 are in process.

#### **CONTINUATION OF BUSINESS**

The Company reduced writing the majority of new business in October 2018 and ceased all new business as of the date of the Order. A final decision as to the course of action to take with the Company has not yet been determined.

#### **PARTIAL WITHDRAWAL PROGRAM**

On September 9, 2020, the North Carolina Rehabilitation Court modified the Moratorium to allow a partial withdrawal program that allows annuity contract owners to withdraw 10% of the account value up to a maximum of \$15,000 per contract owner. In addition, annuity owners with a current account value of less than \$1,000 will receive the account value unless the contract owner opts out and elects to retain their annuity with the Company. Annuity contract owners received a letter explaining that they are eligible for a one-time option for a limited withdrawal of funds.

The program ended on April 30, 2021. During this program BLIC issued 1,597 checks totaling \$11.98MM.

### **REVIEW PANEL**

On April 2, 2020, the Court amended the TRO to establish a 5-person review panel to advise the Court on proposed transactions that could implicate the TRO. Both the Plaintiffs and Defendants appointed one representative each. Each representative appointed an independent member. The two independent members appointed a third independent member. After reviewing proposed transactions, the panel makes recommendations to the Court to either approve or deny the proposed transactions. The panel did not meet during the quarter.

### **THIRD PARTY ADMINISTRATOR**

On June 30, 2021, BLIC obtained the Court's permission to transfer the servicing of its business to a new third-party administrator ("TPA") at a reduced cost from the prior cost sharing agreement. Actuarial Management Resources ("AMR") began servicing BLIC's business on October 1, 2021. Policyholders and agents were notified in writing of the transition. During the quarter, BLIC paid AMR \$85,415 for these services.

### **DISBURSEMENTS**

During the period, the following expenses related to the rehabilitation and litigation to recover the affiliated investments were incurred and allocated in a manner consistent with prior accounting practices:

- \$862 to Bryan Cave Leighton Paisner for legal services
- \$1,078 to Consilio for legal support services
- \$3,780 to Federal Arbitration, Inc. for services regarding the review panel
- \$874 to Gordian Group for investment advisory services
- \$33,028 to Noble Consulting Services, Inc. for rehabilitation services
- \$13,409 to Veris Consulting, Inc. for forensic accounting services
- \$25,006 to Williams Mullen for legal services

### **COMMUNICATION WITH POLICYHOLDERS**

The Special Deputy Rehabilitators (SDRs) have focused on the importance of responsive communications to policyholder inquiries since the beginning of the rehabilitation. The SDRs set up a direct phone number and email account specifically for direct contact with policyholders and agents, when the Court ordered the insurance companies into rehabilitation. The SDRs' rehabilitation team monitors these phone and email contacts on a daily basis. The staff members of the rehabilitation team, and the SDRs, have personally responded to over 2,000 inquiries by policyholders and agents, either in writing or by telephone. The insurance companies' third party administrators (TPAs) also have dedicated customer service phone lines. The TPAs receive an average of 400 calls a day. Since October 1, 2021, the TPAs have received over 50,000 calls. In addition, the SDRs and rehabilitation team respond in writing to every policyholder letter. In communicating with policyholders, the SDRs have worked to provide policyholders detailed information regarding not only about their policies, but also an explanation of how the



rehabilitation process works, including a description of the role that the moratorium plays in that process. Because the rehabilitation effort is inextricably intertwined with implementation of the Memorandum of Understanding, the SDRs have also worked with their team to provide the policyholders with updates regarding the pending litigation over that agreement.

**SETTLED REHABILITATION MATTERS****Liquidity**

One of the goals of the rehabilitation is to increase liquidity. As of June 27, 2019, BLIC held \$87MM of private loans. The private loans have no readily available market. The Company was able to liquidate \$60MM of the private loans. The Company realized losses of \$29.7MM.

**INTRODUCTION TO BANKERS LIFE INSURANCE COMPANY  
FINANCIAL STATEMENTS  
AS OF MARCH 31, 2022**

Introduction and Basis of Presentation: The Company is a North Carolina domiciled life, accident and health insurance company that was placed in rehabilitation by the Wake County Superior Court on June 27, 2019. The Company is under the control of the Commissioner of Insurance of the State of North Carolina, in his capacity as Court appointed Rehabilitator. It is the Rehabilitator's responsibility to take possession of the assets of the Company and to administer them under the general supervision of the Court.

The accompanying unaudited financial statements were prepared by the Rehabilitator's staff as of March 31, 2022. The financial statements have been prepared in accordance with Statutory Accounting Principles promulgated by the National Association of Insurance Commissioners.

On July 26, 2019, the Governor of North Carolina signed into law, House Bill 220. This bill amends N.C. Gen. Stat §58-19-10(b), which limits the amount of investments in affiliates and subsidiaries to the lesser of ten percent (10%) of the insurer's admitted assets or fifty percent (50%) of the insurer's policyholders' surplus, provided that after those investments, the insurer's policyholders' surplus will be reasonable in relation to the insurers' outstanding liabilities and adequate to its financial needs. The excess amount of affiliated investments should be non-admitted for purposes of statutory accounting, but is not shown as non-admitted on current financial statements. The statutory limitation on affiliated investments was enacted after the companies were placed into rehabilitation. The notes to financial statements provide the court a summary of the statutory financial condition of the companies prior to the passage of the law as well as under current law. As of March 31, 2022, the Company has \$48.2MM of excess affiliated investments. Were this amount shown as non-admitted, the Company would have a negative surplus of \$67.9MM.

As of March 31, 2022, \$38.5MM of the \$48.2MM in affiliated investment loans to affiliated non-insurance companies defaulted on their payment obligations. The company has maintained these loans at their previous book value and continued to accrue interest on these loans at the rate specified in the IALA. If the company were following Statutory accounting guidance, these loans would be downgraded to NAIC 6 and reported at market value and any accrued interest of more than 90 days would be non-admitted. The carrying value of these defaulted loans is \$38.5MM and the fair value of these loans could be less than the carrying value. Some interest is being received on these loans. The due and accrued interest on these loans was \$5.8MM of which \$3.4MM was non-admitted as of March 31, 2022.

## ASSETS

	Current Statement Date			
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	December 31 Prior Year Net Admitted Assets
1 Bonds (Schedule D)	279,989,783		279,989,783	275,882,378
2 Stocks (Schedule D):				
2.1 Preferred stocks	5,243,409		5,243,409	9,875,662
2.2 Common stocks	1,317,486		1,317,486	1,356,937
3 Mortgage loans on real estate (Schedule B):				
3.1 First liens				
3.2 Other than first liens				
4 Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$0 encumbrances)				
4.2 Properties held for the production of income (less \$0 encumbrances)				
4.3 Properties held for sale (less \$0 encumbrances)				
5 Cash, cash equivalents, and short-term investments	33,606,129		33,606,129	27,994,706
6 Contract loans (including \$0 premium notes)	8,042		8,042	8,042
7 Derivatives (Schedule DB)				
8 Other invested assets (Schedule BA)				
9 Receivables for securities	5,000		5,000	320,000
10 Securities lending reinvested collateral assets (Schedule DL)				
11 Aggregate write-ins for invested assets				
12 Subtotals, cash and invested assets (Lines 1 to 11)	320,169,849		320,169,849	315,437,725
13 Title plants less \$0 charged off (for Title insurers only)				
14 Investment income due and accrued	7,741,512	3,445,658	4,295,854	3,791,231
15 Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection				
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$0 earned but unbilled premiums)				
15.3 Accrued retrospective premiums (\$0) and contracts subject to redetermination (\$0)				
16 Reinsurance:				
16.1 Amounts recoverable from reinsurers	11,387,507		11,387,507	7,565,883
16.2 Funds held by or deposited with reinsured companies				
16.3 Other amounts receivable under reinsurance contracts				
17 Amounts receivable relating to uninsured plans				
18.1 Current federal and foreign income tax recoverable and interest thereon				
18.2 Net deferred tax asset	15,273,004	15,273,004		
19 Guaranty funds receivable or on deposit				
20 Electronic data processing equipment and software				
21 Furniture and equipment, including health care delivery assets (\$0)				
22 Net adjustment in assets and liabilities due to foreign exchange rates				
23 Receivables from parent, subsidiaries and affiliates	315,685		315,685	5,864,451
24 Health care (\$0) and other amounts receivable				
25 Aggregate write-ins for other than invested assets	74,537	74,537		
26 Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	354,962,093	18,793,199	336,168,894	332,659,291
27 From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
28 Total (Lines 26 and 27)	354,962,093	18,793,199	336,168,894	332,659,291
<b>DETAILS OF WRITE-INS</b>				
1101				
1102				
1103				
1198 Summary of remaining write-ins for Line 11 from overflow page				
1199 Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)				
2501 Prepaid Expenses	8,661	8,661		
2502 Negative IMR	65,876	65,876		
2503				
2598 Summary of remaining write-ins for Line 25 from overflow page				
2599 Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	74,537	74,537		

## LIABILITIES, SURPLUS, AND OTHER FUNDS

		1	2
		Current Statement Date	December 31 Prior Year
1	Aggregate reserve for life contracts (Exhibit 5, Line 9999999) included in Line 6.3 (including \$0 Modco reserve)		
2	Aggregate reserve for accident and health contracts (Exhibit 6, Line 17, Col. 1) (including \$0 Modco reserve)	342,131,737	342,114,403
3	Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including \$0 Modco reserve)		
4	Contract Claims:	3,143,441	3,537,081
4.1	Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less sum of Cpls. 9, 10 and 11)		
4.2	Accident and health (Exhibit 8, Part 1, Line 4.4, sum of Cpls. 9, 10 and 11)	1,344,203	1,308,889
5	Policyholders' dividends/refunds to members and coupons due and unpaid (Exhibit 4, Line 10)		
6	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year-estimated amounts:		
6.1	Policyholders' dividends and refunds to members apportioned for payment (including \$0 Modco)		
6.2	Policyholders' dividends and refunds to members not yet apportioned (including \$0 Modco)		
6.3	Coupons and similar benefits (including \$0 Modco)		
7	Amount provisionally held for deferred dividend policies not included in Line 6		
8	Premiums and annuity considerations for life and accident and health contracts received in advance including accident and health premium (Exhibit 1, Part 1, Col. 1, sum of Lines 4 and 14)		
9	Contract liabilities not included elsewhere:		
9.1	Surrender values on canceled contracts		
9.2	Provision for experience rating refunds, including the liability of accident and health experience rating refunds of which is for medical loss ratio rebate per the Public Health Service Act		
9.3	Other amounts payable on reinsurance including \$..... assumed and \$..... ceded	3,492	3,492
9.4	Interest maintenance reserve (IMR, Line 6)		
10	Commissions to agents due or accrued-life and annuity contracts, accident and health and deposit-type contract funds		
11	Commissions and expense allowances payable on reinsurance assumed		
12	General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	83,511	17,949
13	Transfers to Separate Accounts due or accrued (net) (including accrued expense allowances recognized in reserves net of reinsured allowances)		
14	Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)		(200)
15.1	Current federal and foreign income taxes including realized capital gains (losses)		
15.2	Net deferred tax liability	320,572	322,336
16	Unearned investment income		
17	Amounts withheld or retained by reporting entity as agent or trustee		
18	Amounts held for agents' account, including agents' credit balances	9,963	537,703
19	Remittances and items not allocated		
20	Net adjustment in assets and liabilities due to foreign exchange rates	45,653	62,315
21	Liability for benefits for employees and agents if not included above		
22	Borrowed money and interest thereon		
23	Dividends to stockholders declared and unpaid		
24	Miscellaneous liabilities:		
24.01	Asset valuation reserve (AVR, Line 16, Col. 7)		
24.02	Reinsurance in unauthorized and certified (\$0) companies	3,294,965	2,315,369
24.03	Funds held under reinsurance treaties with unauthorized and certified (\$0) reinsurers		
24.04	Payable to parent, subsidiaries and affiliates	125,909	154,961
24.05	Drafts outstanding		
24.06	Liability for amounts held under uninsured plans		
24.07	Funds held under coinsurance		
24.08	Derivatives		
24.09	Payable for securities		
24.10	Payable for securities lending	1,941,438	184
24.11	Capital notes \$0 and interest thereon \$0		
25	Aggregate write-ins for liabilities	437,891	615,667
26	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	352,882,775	350,990,150
27	From Separate Accounts statement		
28	Total liabilities (Lines 26 and 27)	352,882,775	350,990,150
29	Common capital stock	2,176,504	2,176,504
30	Preferred capital stock	823,496	823,496
31	Aggregate write-ins for other than special surplus funds		
32	Surplus notes		
33	Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	3,000,000	3,000,000
34	Aggregate write-ins for special surplus funds	41,623,795	41,623,795
35	Unassigned funds (surplus)		
36	Less treasury stock, at cost:	(64,337,676)	(65,954,654)
36.1	0 Shares common (value included in Line 29 \$0)		
36.2	0 Shares preferred (value included in Line 30 \$0)		
37	Surplus (Total Lines 31 + 32 + 33 + 34 + 35 - 36) (including \$0 in Separate Accounts statement)	(19,713,881)	(21,330,859)
38	Totals of Lines 29, 30 and 37 (Page 4, Line 55)	(16,713,881)	(18,330,859)
39	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	336,168,894	332,659,291
<b>DETAILS OF WRITE-INS</b>			
2501	Unclaimed Property		
2502	Unearned Investment Income - Policy Loan		(91)
2503	Escheat	202,942	202,942
2504	Premium Suspense		217,679
2505	Claim Suspense	476,952	437,139
2506	GBIG Intercompany Suspense	(242,002)	(242,002)
2598	Summary of remaining write-ins for Line 25 from overflow page		
2599	Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)		
3101	Prior Period Adjustment - Investment income	437,891	615,667
3102	Surplus Notes		
3103			
3198	Summary of remaining write-ins for Line 25 from overflow page		
3199	Totals (Lines 3101 through 3103 plus 3198) (Line 31 above)		
3401			
3402			
3403			
3498	Summary of remaining write-ins for Line 25 from overflow page		
3499	Totals (Lines 3401 through 3403 plus 3498) (Line 34 above)		

## SUMMARY OF OPERATIONS

		1	2	3
		Current Year to Date	Prior Year to Date	Prior Year Ended December 31
1	Premiums and annuity considerations for life and accident and health contracts (Exhibit 1, Part 1, Line 20.4, Col. 1, less Col. 11)	180	73	207,152
2	Considerations for supplementary contracts with life contingencies			
3	Net investment income (Exhibit of Net Investment Income, Line 17)	5,753,971	2,697,618	9,831,070
4	Amortization of Interest Maintenance Reserve (IMR, Line 5)	28,214	(5,985)	(32,269)
5	Separate Accounts net gain from operations excluding unrealized gains or losses			
6	Commissions and expense allowances on reinsurance ceded (Exhibit 1, Part 2, Line 26.1, Col. 1)	14,250	15,285	59,371
7	Reserve adjustments on reinsurance ceded			
8	Miscellaneous Income:			
	8.1 Income from fees associated with investment management, administration and contract guarantees from Separate Accounts			
	8.2 Charges and fees for deposit-type contracts			
	8.3 Aggregate write-ins for miscellaneous income	2,011	25	25
9	Totals (Lines 1 to 8.3)	5,796,626	2,706,996	10,065,349
10	Death benefits	1,102,691	41,533	2,326,135
11	Matured endowments (excluding guaranteed annual pure endowments)			
12	Annuity benefits (Exhibit 8, Part 2, Line 6.4, Cols. 4 + 8)	(96,837)	9,205	(194,361)
13	Disability benefits and benefits under accident and health contracts			
14	Coupons, guaranteed annual pure endowments and similar benefits			
15	Surrender benefits and withdrawals for life contracts	848,995	5,029,924	13,008,516
16	Group conversions			
17	Interest and adjustments on contract or deposit-type contract funds	(393,640)	100,394	(300,242)
18	Payments on supplementary contracts with life contingencies	520,660	45,439	892,407
19	Increase in aggregate reserves for life and accident and health contracts	17,334	(2,222,218)	(3,635,478)
20	Totals (Lines 10 to 19)	1,999,204	3,004,278	12,096,977
21	Commissions on premiums, annuity considerations and deposit-type contract funds (direct business only) (Exhibit 1, Part 2, Line 31, Col. 1)			
22	Commissions and expense allowances on reinsurance assumed (Exhibit 1, Part 2, Line 26.2, Col. 1)			
23	General insurance expenses and fraternal expenses (Exhibit 2, Line 10, Columns 1, 2, 3, 4 and 6)	264,693	956,051	2,135,218
24	Insurance taxes, licenses and fees, excluding federal income taxes (Exhibit 3, Line 7, Cols. 1 + 2 + 3 + 5)	9,844	50,037	76,138
25	Increase in loading on deferred and uncollected premiums			
26	Net transfers to or (from) Separate Accounts net of reinsurance			
27	Aggregate write-ins for deductions	33	50	28,273
28	Totals (Lines 20 to 27)	2,273,774	4,010,416	14,336,607
29	Net gain from operations before dividends to policyholders, refunds to members and federal income taxes (Line 9 minus Line 28)	3,522,852	(1,303,420)	(4,271,257)
30	Dividends to policyholders and refunds to members			
31	Net gain from operations after dividends to policyholders, refunds to members and before federal income taxes (Line 29 minus Line 30)	3,522,852	(1,303,420)	(4,271,257)
32	Federal and foreign income taxes incurred (excluding tax on capital gains)			
33	Net gain from operations after dividends to policyholders, refunds to members and federal income tax and before realized capital gains or (losses) (Line 31 minus Line 32)	3,522,852	(1,303,420)	(4,271,257)
34	Net realized capital gains or (losses) (excluding gains (losses) transferred to the IMR) less capital gains tax of (excluding taxes transferred to the IMR)	(75,743)	14,599	(2,755,950)
35	Net income (Line 33 plus Line 34)	3,447,109	(1,288,822)	(7,027,207)
<b>CAPITAL AND SURPLUS ACCOUNT</b>				
36	Capital and surplus, December 31, prior year (Page 3, Line 38, Col. 2)	(18,330,859)	(7,351,847)	(7,351,847)
37	Net income (Line 35)	3,447,109	(1,288,822)	(7,027,207)
38	Change in net unrealized capital gains or (losses) less capital gains tax	(216,000)	(49,000)	(129,000)
39	Change in net unrealized foreign exchange capital gain (loss)	(226,845)	(299,080)	(432,656)
40	Change in net deferred income tax		303,185	663,341
41	Change in nonadmitted assets	(407,691)	(481,978)	(1,780,688)
42	Change in liability for reinsurance in unauthorized and certified companies			
43	Change in reserve on account of change in valuation basis, (increase) or decrease (Exhibit 5A, Line 9999999, Col. 4)			
44	Change in asset valuation reserve	(979,596)	(1,285,934)	(2,272,800)
45	Change in treasury stock (Page 3, Lines 36.1 and 36.2 Col. 2 minus Col. 1)			
46	Surplus (contributed to) withdrawn from Separate Accounts during period			
47	Other changes in surplus in Separate Accounts statement			
48	Change in surplus notes			
49	Cumulative effect of changes in accounting principles			
50	Capital changes:			
	50.1 Paid in			
	50.2 Transferred from surplus (Stock Dividend)			
	50.3 Transferred to surplus			
51	Surplus adjustment:			
	51.1 Paid in			
	51.2 Transferred to capital (Stock Dividend)			
	51.3 Transferred from capital			
	51.4 Change in surplus as a result of reinsurance			
52	Dividends to stockholders			
53	Aggregate write-ins for gains and losses in surplus			
54	Net change in capital and surplus for the year (Lines 37 through 53)	1,616,977	(3,101,629)	(10,979,010)
55	Capital and surplus, December 31, current year (Lines 36 + 54) (Page 3, Line 38)	(16,713,881)	(10,453,476)	(18,330,857)
<b>DETAILS OF WRITE-INS</b>				
08.301	Administrative and Service Fee Income			
08.302	Other Income	2,011	25	25
08.303				
08.398	Summary of remaining write-ins for Line 8.3 from overflow page			
08.399	Totals (Lines 08.301 through 08.303 plus 08.398) (Line 8.3 above)	2,011	25	25
2701	Miscellaneous Expenses			5,390
2702	Fines & Penalties	33	50	22,883
2703				
2798	Summary of remaining write-ins for Line 27 from overflow page			
2799	Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)	33	50	28,273
5301	Prior Period Adjustment - Investment Income		(436,027)	
5302				
5303				
5398	Summary of remaining write-ins for Line 53 from overflow page			
5399	Totals (Lines 5301 through 5303 plus 5398) (Line 53 above)		(436,027)	

BANKERS LIFE INSURANCE COMPANY  
SCHEDULE OF AFFILIATED INVESTMENTS  
DECEMBER 31, 2021 AND MARCH 31, 2022 COMPARISON

CUSIP Identification	Description	Actual Cost	Book/ Adjusted Carrying Value December 31, 2021	Book/ Adjusted Carrying Value March 31, 2022	Change
99439FJM4	AAPC HOLDINGS, LLC	\$ 4,632,253	\$ 4,632,253	\$ -	\$ (4,632,253)
37940*AA3	ACADEMY FINANCIAL ASSETS, LLC	3,296,783	3,296,783	3,296,783	-
9941328T5	ACADEMY FINANCIAL ASSETS, LLC	3,058,698	3,058,698	3,058,698	-
9941327T4	AFA FKA AFI TERM	618,664	618,664	618,664	-
9941329T6	AFA FKA GIC SR. NOTE	2,330,956	2,330,956	2,330,956	-
04686@AA9	AUGUSTA ASSET MANAGEMENT, LLC	4,392,842	4,392,842	4,392,842	-
05777@AA6	BALDWIN ASSET MANAGEMENT, LLC	1,083,727	1,083,727	1,083,727	-
13973@AA2	CAPITAL ASSETS FUND I LLC	3,449,436	3,449,436	3,449,436	-
9941317T1	CAPITAL ASSETS FUND II, LLC	2,627,968	2,627,968	2,627,968	-
9941317V6	CAPITAL ASSETS FUND IV, LLC	3,491,012	3,491,012	3,432,192	(58,820)
9941317U8	CAPITAL ASSETS FUND V, LLC	3,996,776	3,996,776	3,812,485	(184,291)
9941318T3	CAPITAL ASSETS MANAGEMENT II, LLC	1,365,633	1,365,633	1,365,633	-
99467UAA5	CV INVESTMENTS	3,010,621	3,010,621	3,010,621	-
9944639X1	CV INVESTMENTS, LLC	1,102,461	1,102,461	1,102,461	-
37562#AA6	GILFORD ASSET MANAGEMENT, LLC	4,662,737	4,662,737	4,662,737	-
9942228W1	GILFORD ASSET MANAGEMENT, LLC	147,347	147,347	147,347	-
40905#AA6	HAMPTON ASSET MANAGEMENT, LLC	895,432	895,432	895,432	-
9941557U3	HPCSP INVESTMENTS, LLC	633,234	633,234	633,234	-
46275@AA7	IRON CITY ASSET MANAGEMENT, LLC	768,088	768,088	768,088	-
46563@AA8	ITECH FUNDING LLC	1,076,630	1,076,630	1,076,630	-
46662#AA6	JACKSON ASSET MANAGEMENT, LLC	786,748	786,748	786,748	-
9947669V1	NIH CAPITAL, LLC	804,200	804,200	804,200	-
65532NAA7	NOM GB 2018 I LLC	1,055,913	1,054,498	-	(1,054,498)
72083RAA7	PIERRE MENDES LLC	4,196,652	4,196,652	3,818,364	(378,288)
86576#AA7	SUMMERVILLE ASSET MANAGEMENT, LLC	1,061,006	1,061,006	983,897	(77,109)
Total		\$ 54,545,818	\$ 54,544,402	\$ 48,159,143	\$ (6,385,259)
<b>Summary of activity (rounded to hundred-thousands)</b>					
	Reduction due to AAPC Payoff		(6,385,000)		
Total		\$	(6,385,000)		

**COLORADO BANKERS LIFE INSURANCE COMPANY**  
**NORTH CAROLINA COMMISSIONER OF INSURANCE AS REHABILITATOR**  
**AS OF MARCH 31, 2022,**  
**A BALANCE SHEET**  
**AS OF MARCH 31, 2022**  
**A SUMMARY OF OPERATIONS**  
**THROUGH MARCH 31, 2022**  
**AND**  
**A SCHEDULE OF LINDBERG AFFILIATED INVESTMENTS**  
**AS OF MARCH 31, 2022**

## **INTRODUCTION**

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### **BACKGROUND**

Colorado Bankers Life Insurance Company (hereinafter, “CBL” or “Company”) was originally incorporated under the laws of the State of Colorado as a stock life insurance company on May 28, 1974. On December 14, 2015, the Company redomesticated to North Carolina. On June 27, 2019, the Wake County Superior Court (hereinafter, the “Court”) issued an Order of Rehabilitation (hereinafter, “Order”) against the Company and appointed the Commissioner of Insurance for the State of North Carolina as Rehabilitator (hereinafter, the “Rehabilitator”). On June 27, 2019, the Court also entered an Order Granting Motion for Moratorium on Policy Surrenders and Other Relief (hereinafter “Moratorium”).

The Company is part of a group of insurance companies known as Global Bankers Insurance Group (hereinafter, “GBIG”). GBIG is part of a larger group of companies known as Global Growth (f/k/a Eli Global). Global Growth is owned by Greg Lindberg (hereinafter, “Lindberg”).

### **PURPOSE OF THIS REPORT**

The purpose of this report is to provide a quarterly update to the Court, as required by the Order, on the work that the Rehabilitator and his staff have carried out since the issuance of the Order, to set out the present situation of the Company, and to provide a balance sheet and schedule of Lindberg affiliated investments as of March 31, 2022, and a summary of operations through March 31, 2022.

### **LIMITATIONS**

This report is based only on the knowledge that the Rehabilitator and his staff have gained from the work performed since the issuance of the Order. Facts may exist that the Rehabilitator is unaware of that may have a material effect on the information provided in this report. The Rehabilitator will update the information in future quarterly reports as additional facts are discovered.

### **SUMMARY**

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#### **COMPANY PROPERTY**

- In accordance with the Order, the Rehabilitator has taken possession of all known assets and property of the Company.
- The Rehabilitator is currently evaluating the Company’s in-force business and reinsurance programs in furtherance of determining the feasibility of a successful rehabilitation.

#### **MEMORANDUM OF UNDERSTANDING AND INTERIM AMENDMENT TO LOAN AGREEMENTS**

On June 27, 2019, the Company entered into a Memorandum of Understanding (“MOU”) and Interim Amendment to Loan Agreements (“IALA”) with Greg E. Lindberg, Academy Association, Inc. and Edwards Mill Asset Management, LLC. The Parties executed this MOU to set forth their agreements, including but not limited to, (i) the immediate partial amendment of, among other things, the interest rate and repayment terms of various affiliated loans through the IALA; (ii) the global restructuring of various affiliated companies through the formation of a new holding



company; and (iii) the global restructuring and modifications of all affiliated loans, including assignment of the loans to such new holding company. The restructuring was to be completed by September 30, 2019. The restructuring was not completed by this date. The Company, along with the other insurance companies in rehabilitation, filed a Complaint against the other parties to the MOU on October 1, 2019. See the Investment Portfolio and Litigation sections for more information.

### INVESTMENT PORTFOLIO

The goal of the Rehabilitator is to reduce the amount of affiliated investments and to increase long-term liquidity. The non-affiliated investments are invested primarily in publicly traded securities. The Rehabilitator is working on a plan for the Global Growth non-insurance operating companies to repay the affiliated investments.

- The Company has approximately \$896MM of affiliated investments as of March 31, 2022. This represents 36% of the admitted assets.
- In June 2019, the Company extended a \$40MM line of credit (“LOC”) to Academy Financial Assets, LLC, an affiliate, for liquidity purposes. As of September 30, 2021, \$39.75MM had been advanced and \$.155MM of unpaid interest was allocated to the principal (capitalization of interest), which totals \$39.9MM. The LOC requires monthly interest payments and matured on June 27, 2020. The principal payment was not received on the LOC and, therefore, it is in default. Monthly interest at the non-default rate is being received. This LOC has been reclassified from affiliated investments to an affiliated receivable. See the Litigation section for more information.
- During the quarter, the Company received payments on affiliated investments in the amount of \$65.2MM.
- During the quarter, the Company received some interest payments on the affiliated investments. The amount received was not in accordance with the IALA. See the Litigation section for more information.

As set out in the notes to the financial statements, on July 26, 2019, the Governor of North Carolina signed into law, House Bill 220. This bill amends N.C. Gen. Stat §58-19-10(b), which limits the amount of investments in affiliates and subsidiaries to the lesser of ten percent (10%) of the insurer’s admitted assets or fifty percent (50%) of the insurer’s policyholders’ surplus, provided that after those investments, the insurer’s policyholders’ surplus will be reasonable in relation to the insurers’ outstanding liabilities and adequate to its financial needs. The excess amount of affiliated investments should be non-admitted for purposes of statutory accounting, but is not shown as non-admitted on current financial statements. The statutory limitation on affiliated investments was enacted after the companies were placed into rehabilitation. The notes to financial statements provide the court a summary of the statutory financial condition of the companies prior to the passage of the law as well as under current law. As of March 31, 2022, the Company has \$896MM of excess affiliated investments. Were this amount shown as non-admitted, the Company would have a negative surplus of \$975MM.

### REINSURANCE

The Company entered into a reinsurance agreement with Nederlandsche Algemeene Maatschappij Van Levensverzekering Conservatrix N.V. (“Conservatrix”). The agreement was originally

effective June 30, 2017 and provided for CBL to reinsure Conservatrix on an aggregate excess of loss basis with treaty. The Rehabilitator disavowed the reinsurance agreement on December 22, 2019. See the Litigation section for additional information.

### EXPENSE REDUCTIONS

The Rehabilitator is evaluating the Company's contracts to identify those that are essential for ongoing operations. As part of this effort, the Rehabilitator is also attempting to negotiate more favorable terms of essential contracts.

On October 1, 2021, CBL transferred the servicing of its business to a new third-party administrator at a reduced cost from the prior administrator. Costs under the current administrator were \$730,214 compared to the same quarter in 2021 of \$4,952,439. See Third Party Administrator section for additional information.

### LITIGATION

To the Rehabilitator's knowledge, the Company is a party to or has a financial interest in the following lawsuits:

#### Non-Affiliated

The following litigation was initiated against the Company by non-Global Growth affiliated persons and/or entities:

***Colorado Bankers Life Insurance Company v. Avalon by the Sea AC, LLC, et al., Case No. 18-SM-cv-00144, Superior Court of California, Los Angeles County.***

This case was filed on October 17, 2018. CBL sued Avalon by the Sea AC, LLC ("Avalon"), alleging default on credit facility for mental health and drug/alcohol rehabilitation facilities in Southern California and seeking appointment of a Receiver. Alpine Capital is the agent/servicer.

The appointed Receiver is attempting to maximize value and ultimately sell assets of Avalon. Following reports of the Receiver, and at the request of CBL, the court extended the Receivership through April 20, 2020. On February 20, 2020, the Receiver applied for an Order approving the execution of a lease to expand the facility and approving a Receiver's Certificate of Indebtedness in favor of the new landlord in an amount of up to \$500,000. The Court approved the Receiver's requests. The Court also approved the Receiver executing an amended lease agreement which extends the operative lease term of a facility through March 31, 2025. Due to the COVID-19 pandemic and Court closures, the Court held its status conference on June 22, 2020, and extended the receivership through September 22, 2020. On September 22, 2020, the Court extended the receivership through December 16, 2020. On December 16, 2020, the Court extended the receivership through March 18, 2021. On March 18, 2021 the Court extended the receivership through June 11, 2021. On June 11, 2021, the Court extended the receivership through September 9, 2021. On September 9, 2021 the Court extended the receivership through December 9, 2021. On November 16, 2021, the Receiver filed a motion to terminate one of the leases of the facility premises. The motion was granted on January 5, 2022. On January 5, 2022, the Court extended the receivership through April 5, 2022. On April 5, 2022, the Court extended the receivership through July 5, 2022.

***In re Marriage of Alice C. Lager v. Howard E. Lager and Global Bankers Insurance Group (potential joinder of Colorado Bankers Life Insurance Company), Case No. 18WHFL00213, Superior Court of California, County of Los Angeles.***

This case was filed on May 22, 2019. This is a divorce proceeding in which Petitioner alleges an interest in CBL's policies of Respondent.

Joinder was filed adding GBIG, LLC as a Defendant in the divorce proceeding on May 22, 2019. Defendant/Husband is a policyholder of CBL. Counsel for Petitioner has been advised she joined the wrong party.

***Colorado Bankers Life Insurance Company v. Jamie Marie Hunt, Amariah Smith, John S. Isola, and Diane M. Isola and Christine N. Isola as the Personal Representatives of the Estate of Eva J. Forney, Case No. 21 CVS 13309, Wake County, North Carolina.***

CBL filed this interpleader action on September 30, 2021 in the Superior Court of Wake County, against Jamie Marie Hunt, Amariah Smith, John S. Isola, and Diane M. Isola and Christine N. Isola in their capacities as personal representatives of the Estate of Eva J. Forney, related to a disputed portion of a death benefit payable under an Annuity Policy that CBL issued to Eva J. Forney. On October 14, 2021, CBL filed a Motion for Determination of Interpleader, Motion to Deposit Funds with Court, and Motion for Discharge, asking the Court for an order determining the matter is a proper action and proceeding for interpleader, granting leave for CBL to deposit the disputed portion of the death benefit with the Clerk of Wake County Superior Court, and discharging CBL from the case and any liability under the benefit at issue. CBL requested a hearing on the pending motion. To date, none of the defendants have responded to the interpleader complaint. The Court heard CBL's Motion for Determination of Interpleader, Motion to Deposit Funds with Court, and Motion for Discharge on December 6, 2021. The Court entered an order on December 22, 2021 allowing the motions. The Court further ordered that immediately upon depositing the interpleaded funds and filing a receipt that evidenced that the funds were deposited with the Clerk of Court, CBL would be dismissed from the action with prejudice and discharged from any and all liability to any and all defendants and in any way relating to the portion of the benefit at issue. CBL deposited the funds, totaling \$37,128.20, with the Clerk of Court on January 5, 2022 and filed and served the Certified Civil Receipting Form evidencing the payment that same day. Immediately upon depositing the funds and filing the receipting form, CBL was dismissed from the action with prejudice and discharged from any and all liability to any and all defendants and in any way relating to the portion of the benefit at issue.

#### **Affiliated**

The following litigation was initiated by one or more of the North Carolina Insurance Companies in Rehabilitation against Global Growth affiliated entities:

***Southland National Insurance Corporation in Rehabilitation, Bankers Life Insurance Company in Rehabilitation, Colorado Bankers Life Insurance Company in Rehabilitation, and Southland National Reinsurance Corporation in Rehabilitation v. Greg Lindberg, Academy Association, Inc., Edwards Mill Asset Management, LLC, New England Capital, LLC, and***

***Private Bankers Life and Annuity Co., Ltd., Case No. 19 CVS 013093, Wake County, North Carolina.***

This case was filed on October 1, 2019, alleging a breach of the contract entered into by the parties on June 27, 2019. An Amended Complaint was filed on October 28, 2019 and added claims for fraud and negligent misrepresentation arising from statements contained in the June 27, 2019 contract and the Defendants' conduct.

On October 1, 2019, the Wake County Superior Court entered a Temporary Restraining Order ("TRO"), which remains in place, as amended by the Court on April 1, 2020 and June 23, 2020. Essentially, the TRO prohibits the Defendants from taking any action that would negatively impact the value of Plaintiffs' investments into Defendants' companies.

The Defendants moved to dismiss the original Complaint and the Amended Complaint on various grounds. The Court denied those motions in an Order filed on January 21, 2020. Defendants filed an Answer to the Amended Complaint on February 20, 2020.

The Court entered a Case Management Order and set the matter for trial in February 2021. On July 8, 2020, Defendants filed a Motion to Modify the Case Management Order & For Continuance seeking to extend all discovery deadlines and the trial for 120 days. On August 5, 2020, the Court entered an order extending all discovery deadlines by 90 days with discovery to be completed by December 31, 2020 but kept the trial set for February 1, 2021.

The Court severed Defendant PB Life and Annuity Co. Ltd. f/k/a Private Bankers Life and Annuity Co., Ltd. ("PBLA") from this litigation after it filed Chapter 15 bankruptcy, *In re: PB Life and Annuity Co. Ltd.*, No. 1:20-BK-12791, pending in the United States Bankruptcy Court for the Southern District of New York. Plaintiffs' claims against PBLA are expected to be stayed during the pendency of its bankruptcy proceeding; however, Plaintiffs' claims against the other defendants are unaffected.

On January 8, 2021, the Court entered a Second Case Management Order extending the discovery deadline to February 28, 2021 and setting the trial for April 15, 2021.

On March 19, 2021, the Court entered an order extending the time to take the depositions of Defendants Greg Lindberg, AAI, and NEC to May 14, 2021. The Court also ordered that all dispositive motions be filed by June 2, 2021, responses filed by June 9, 2021, and hearing on said motions to occur the week of June 14, 2021.

On June 9, 2021, the Parties filed respective Motions for Summary Judgment and on June 14, 2021, the Parties filed their respective responses. The Court orally denied the Motions for Summary Judgment and trial commenced on June 21, 2021. Trial concluded on June 30, 2021. Post-trial briefing was filed on August 31, 2021, after which the Court will enter an order on the issues tried. Defendants filed a Motion to Strike certain exhibits on September 3, 2021 and Objections to Relief Requested on October 1, 2021. The Court heard argument on the Motion to Strike and Objection on October 13, 2021.

On November 22, 2021, Defendants filed a motion to compel post-trial mediation. That motion was granted at the conclusion of a hearing on January 27, 2022. The mediation was conducted on March 9, 2022 and an impasse was declared by the mediator.

On March 11, 2022, Plaintiffs Motion to Add Global Growth Holdings, Inc. as the successor defendant to Academy Association, Inc. was granted.

***Colorado Bankers Life Insurance Company v. Academy Financial Assets, LLC, Case No. 5:20-CV-185-D, Eastern District of North Carolina (“Credit Agreement lawsuit”).***

This case was filed on April 1, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a Revolving Credit Agreement, entered into by the parties on June 27, 2019. The Complaint seeks repayment of an approximately \$40MM credit facility extended to Defendant where a defined event of default occurred, namely the restructuring plan set forth in the MOU was not effective as of March 31, 2020. On May 4, 2020, the Defendant removed the action to the Eastern District of North Carolina. The Defendant filed an Answer to the Complaint on June 1, 2020, generally denying liability and asserting affirmative defenses.

On July 15, 2020, the Parties entered a Joint Rule 26(f) Planning Meeting Report agreeing to a scheduling order with discovery set to conclude by January 31, 2021, dispositive motions to be filed by February 26, 2021, and for a trial to be scheduled thereafter at the Court’s discretion.

On July 23, 2020, CBL filed an Amended Complaint to add as an event of default the Defendant’s failure to pay the outstanding loan on the June 30, 2020 maturity date. The Defendant filed an Answer to the Amended Complaint on August 6, 2020, generally denying liability and asserting affirmative defenses.

On October 19, 2020, the Court entered a Scheduling Order setting February 5, 2021 as the deadline to complete discovery, and March 5, 2021 as the deadline to file dispositive motions, among other discovery deadlines. On November 19, 2020, the Court entered the parties’ Protective Order governing the handling of confidential information.

On December 30, 2020, the parties filed a Motion for Entry of Consent Order related to the production of certain discovery documents. This motion remains pending with the Court.

On January 19, 2021, the parties sought an extension of the deadline to complete discovery from February 5, 2021 to February 28, 2021. This motion was granted on January 26, 2021. On February 8, 2021, AFA filed a Motion for Protective Order and Extension of Deadlines in Scheduling Order seeking additional time to take AFA’s deposition pursuant to Rule 30(b)(6). On March 9, 2021, after hearing, the Court denied AFA’s motion for protective order and granted its extension of time to complete AFA’s Rule 30(b)(6) deposition to and including April 9, 2021. The order also extended the deadline to file dispositive motions to May 10, 2021.

On May 10, 2021, CBL filed its Motion for Summary Judgment on both claims asserted in its Amended Verified Complaint. On June 22, 2021, Defendant filed its opposition to CBL’s motion, and on July 6, 2021, CBL filed its reply to Defendant’s response. On December 22, 2021, the

Court granted CBL's motion for summary judgment finding that AFA had breached the Revolving Credit Agreement and awarding damages. On January 4, 2022, CBL submitted its statement of damages. On January 4, 2022, the Court entered judgment against AFA in the amount of \$39,905,524.37 in damages, plus \$4,937,840.98 in pre-judgment interest accrued as of January 4, 2022 (after applying credits against accrued interest), plus attorneys' fees in the amount of \$6,007,148.04, plus post-judgment interest under 28 U.S.C. § 1961 until the judgment is paid in full.

Defendants have filed a notice of appeal with the United States Court of Appeals for the Fourth Circuit. AFA's opening brief was filed on April 13, 2022.

***Colorado Bankers Life Insurance Company v. AR Purchasing Solutions 2, LLC*, Case No. 5:20-CV-366-D, Eastern District of North Carolina.**

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan and is the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$3,201,655, minus the partial payment of \$38,643.32, plus interest at a rate of \$852.41 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021 filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Southland National Insurance Corporation v. AR Purchasing Solutions, LLC, Case No. 5:20-CV-367-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. Southland National Insurance Company ("SNIC") filed this action in its capacity as agent of the loan but is not a lender on this loan. CBL is the only lender on this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$3,711,788, minus the partial payment of \$33,647.19, plus interest at a rate of \$988.23 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, SNIC filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit, discussed below, were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 10, 2020 and filed counterclaims against SNIC for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, SNIC moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to SNIC's partial motion to dismiss on December 2, 2020.

On December 8, 2020, SNIC filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, SNIC filed its reply to Defendant's response.

On July 20, 2021, the Court denied SNIC's motion to dismiss Defendant's second and third counterclaims, as well as SNIC's motion to consolidate. SNIC filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Forest Park Asset Management, LLC, iTech Funding, LLC, FPAM Holdings, I, LLC, Case No. 5:20-CV-368-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Forest Part Asset Management, LLC (“Defendant Borrower”) on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders on this loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$26,689,073 plus interest at a rate of \$7,105.72 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant Borrower removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On August 7, 2020, an Amended Complaint was filed to add causes of action against iTech Funding, LLC and FPAM Holdings I, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on August 21, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants’ response.

On July 20, 2021, the Court denied CBL’s motion to dismiss Defendant’s second and third counterclaims, as well as CBL’s motion to consolidate. CBL filed its answer to the Defendant’s counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties’ agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Hampton Asset Management, LLC, Case No. 5:20-CV-369-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and Bankers Life Insurance



Company (“BLIC”) are lenders on this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$32,043,602 plus interest at a rate of \$8,531.31 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant’s response.

On July 20, 2021, the Court denied CBL’s motion to dismiss Defendant’s second and third counterclaims, as well as CBL’s motion to consolidate. CBL filed its answer to the Defendant’s counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties’ agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Jackson Asset Management, LLC, Case No. 5:20-CV-370-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and BLIC are lenders on this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$26,134,021 plus interest at a rate of \$6,957.94 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties,

transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Kite Asset Management, LLC, Case No. 5:20-CV-371-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is also the only lender of this loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$37,104,611 plus interest at a rate of \$9,878.76 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Marshall Asset Management, LLC, Case No. 5:20-CV-372-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is also the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$33,208,476 plus interest at a rate of \$8,841.45 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Paradise Asset Management, LLC, Case No. 5:20-CV-373-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is also the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$42,646,801 plus interest at a rate of \$11,354.31 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Rockdale Asset Management, LLC, Case No. 5:20-CV-374-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is the also the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$42,604,796 plus interest at a rate of \$11,343.13 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 26, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Iron City Asset Management, LLC, iTech Funding, LLC, ICAM Holdings, I, LLC, Case No. 5:20-CV-375-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant Iron City Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders on the loan. The Defendant

Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$31,482,147 plus interest at a rate of \$8,381.82 per diem from May 1, 2020 until paid in full. On July 13, 2020, the Defendant Borrower removed the action to the Eastern District of North Carolina.

On July 16, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On July 22, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On August 7, 2020, an Amended Complaint was filed to add causes of action against iTech Funding, LLC and ICAM Holdings I, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on August 21, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Baldwin Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-398-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Baldwin Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders on the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$34,077,149 plus

interest at a rate of \$9,072.72 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and BAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Damascus Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-399-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Damascus Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$27,617,077 plus interest at a rate of \$7,352.79 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and DAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Ephesus Asset Management, LLC, iTech Funding, LLC, and EAM Holdings, LLC, Case No. 5:20-CV-400-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Ephesus Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$33,670,070 plus interest at a rate of \$8,964.34 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and EAM Holdings, LLC. On July 23, 2020, the Defendants removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.



The Defendants answered the Complaint on August 20, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Intralan Investments Limited, Case No. 5:20-CV-401-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is also a lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$5,637,282 plus interest at a rate of \$1,500.87 per diem from May 1, 2020 until paid in full. On July 23, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 20, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in

opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. iTech Funding, LLC, Case No. 5:20-CV-402-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$30,381,407 plus interest at a rate of \$8,323.67 per diem from May 1, 2020 until paid in full. On July 23, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 20, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Lares, LLC, Lares Holding, LLC, Case No. 5:20-CV-403-D, Eastern District of North Carolina.***

This case was filed on June 15, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Lares, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is also a lender of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$5,961,647 plus interest at a rate of \$1,587.23 per diem from May 1, 2020 until paid in full. On July 23, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On August 17, 2020, an Amended Complaint was filed to add a cause of action against Lares Holdings, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on August 31, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order

setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Lilly Asset Management, LLC, 5:20-CV-405-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$35,445,723 plus interest at a rate of \$9,437.09 per diem from May 1, 2020 until paid in full. On July 24, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 30, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on August 21, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. AT Denmark Investments, ApS, Case No. 5:20-CV-409-D, Eastern District of North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$9,193,624, minus the partial payment of \$107,975, plus interest at a rate of \$2,447.72 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020 and after CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On July 24, 2020, the Defendant removed the action to the Eastern District of North Carolina.

On July 30, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 3, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On August 20, 2020, CBL moved to remand the action back to state court. The Defendant responded in opposition on September 10, 2020, to which CBL filed a reply on September 24, 2020. Defendant filed its sur-reply on October 29, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On February 5, 2021, the Court granted Defendant's Motion for Leave for file a Motion to Dismiss. Defendant's Motion to Dismiss was filed on February 9, 2021. On March 1, 2021, the Court granted CBL's Motion for Extension of Time to Respond to Defendant's motion to dismiss to extend the deadline until after the pending Motion to Remand was decided. On March 18, 2021, the Court granted CBL's Motion to Remand and remanded the action to the Superior Court of Wake County. The Court also granted CBL's attorney's fees related to the improper removal.

On May 12, 2021, CBL filed its Memorandum in Support of Attorneys' Fees and Costs in the federal case related to the improper removal, and on June 2, 2021, Defendant filed its response in opposition. The Parties resolved CBL's claims against Defendant and on June 9, 2021, the Parties filed a Joint Stipulation to Grant Verified Motion to Set Aside Entry of Default and Motion to Dismiss with Prejudice. That same day, CBL withdrew its motion for attorneys' fees and costs pursuant to their resolution of CBL's claims.

On June 14, 2021, the Court ordered the entry of default against Defendant to be set aside and vacated, and dismissed all claims with prejudice.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Capital Assets Fund IV, LLC, Case No. 20 CVS 6474, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$54,028,137 plus interest at a rate of \$14,695.24 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020 and after CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, Plaintiffs filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot Plaintiffs' Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against Plaintiffs for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 13, 2021, Plaintiffs replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and Plaintiffs' partial motion to dismiss Defendant's counterclaims remain pending.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Capital Assets Fund V, LLC, Case No. 20 CVS 6475, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$55,523,232 plus interest at a rate of \$14,782.54 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020, but before CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, Plaintiffs filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot Plaintiffs' Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against Plaintiffs for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 13, 2021, Plaintiffs replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and Plaintiffs' partial motion to dismiss Defendant's counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. Capital Assets Management III, LLC, Case No. 20 CVS 6476, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is the only lender of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$31,667,422 plus interest at a rate of \$8,431.16 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant later that day. Also, on July 16, 2020 but before CBL's entry of default was entered, Defendant filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant filed a Motion to Set Aside the Entry of Default. On August 17, 2020, CBL filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant's Motion to Set Aside the Entry of Default and denied as moot CBL's Motion for Default Judgment.

The Defendant answered the Complaint on December 14, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 13, 2021, CBL replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant's motion to dismiss the Complaint and CBL's Partial Motion to Dismiss Defendant's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. ComplySmart, LLC, ComplySmart Holdings, LLC, Case No. 20 CVS 6477, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant ComplySmart, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is the only lender of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the

loan agreements. The Complaint seeks repayment of \$3,253,238 plus interest at a rate of \$866.14 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant Borrower later that day. Also, on July 16, 2020 and after CBL's entry of default was entered, Defendant Borrower filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant Borrower filed a Motion to Set Aside the Entry of Default. On August 17, 2020, CBL filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant Borrower's Motion to Set Aside the Entry of Default and denied as moot CBL's Motion for Default Judgment.

On December 3, 2020, an Amended Complaint was filed to add causes of action against ComplySmart Holdings, LLC seeking an order allowing foreclosure of the pledged property.

The Defendants answered the Amended Complaint on January 4, 2021 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 27, 2021, CBL replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant Borrower's motion to dismiss the Complaint and CBL's Partial Motion to Dismiss Defendant Borrower's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. HPCSP Investments, LLC, HPCSP Holdings, LLC, Case No. 20 CVS 6480, Wake County, North Carolina.***

This case was filed on June 5, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and Defendant HPCSP Investments, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$44,708,992, minus the partial payment of \$249,954.05, plus interest at a rate of \$11,752.29 per diem from May 1, 2020 until paid in full.

On July 16, 2020, CBL filed a Motion for Entry of Default and default was entered against the Defendant Borrower later that day. Also, on July 16, 2020 and after CBL's entry of default was entered, Defendant Borrower filed a Motion to Dismiss the Complaint for alleged lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to state a claim. On July 22, 2020, Defendant Borrower filed a Motion to Set Aside the Entry of Default. On August 17, 2020, CBL filed a Motion for Default Judgment.

On November 13, 2020, the Court granted Defendant Borrower's Motion to Set Aside the Entry of Default and denied as moot CBL's Motion for Default Judgment.

On December 3, 2020, an Amended Complaint was filed to add causes of action against HPCSP Holdings, LLC, seeking an order allowing foreclosure of the pledged property.



The Defendants answered the Amended Complaint on January 4, 2021 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On January 27, 2021, CBL replied to the counterclaims and moved to dismiss the second and third counterclaims.

Defendant Borrower's motion to dismiss the Complaint and CBL's Partial Motion to Dismiss Defendant Borrower's Counterclaims remain pending.

***Colorado Bankers Life Insurance Company v. Summerville Asset Management, LLC, iTech Funding, LLC, and SAM Holdings, LLC, Case No. 5:20-CV-432-D, Eastern District of North Carolina.***

This case was filed on August 10, 2020, alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Summerville Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$45,675,960 plus interest at a rate of \$12,160.80 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and SAM Holdings, LLC.

On August 10, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 11, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on September 9, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Capital Assets Fund I, LLC, Case No. 5:20-CV-450-D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$97,250,324 plus interest at a rate of \$25,891.99 per diem from May 1, 2020 until paid in full.

On August 20, 2020, the Defendant removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on September 17, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Chatsworth Asset Management, LLC, iTech Funding, LLC, and CAM Holdings, LLC, Case No. 5:20-CV-451-D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Ephesus Asset Management, LLC (“Defendant Borrower”) on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is also a lender of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$31,953,387 plus interest at a rate of \$8,507.29 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and CAM Holdings, LLC.

On August 21, 2020, the Defendants removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on September 17, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL’s partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed their response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants’ response.

On July 20, 2021, the Court denied CBL’s motion to dismiss Defendant Borrower’s second and third counterclaims, as well as CBL’s motion to consolidate. CBL filed its answer to the Defendant Borrower’s counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties’ agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. TAC Investments, LLC, Case No. 5:20-CV- 453-D, Eastern District of North Carolina.***

This case was filed on July 17, 2020, in the Superior Court of Wake County, North Carolina alleging a breach of a loan agreement, as modified by the IALA, entered into by the parties on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL, BLIC, and SNIC are lenders of the loan. The Defendant defaulted on its payment obligations by failing to make

interest payments when required under the loan agreements. The Complaint seeks repayment of \$15,077,251 plus interest at a rate of \$4,014.18 per diem from May 1, 2020 until paid in full.

On August 20, 2020, the Defendant removed the action to the Eastern District of North Carolina. On August 24, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On August 27, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendant answered the Complaint on September 17, 2020 and filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On October 12, 2020, CBL moved to dismiss the second and third counterclaims. Defendant filed its response in opposition to CBL's partial motion to dismiss on December 2, 2020.

On December 8, 2020, CBL filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendant's response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Academy Financial Assets, LLC, Case No. 5:20-CV-474-D, Eastern District of North Carolina.***

This case was filed on September 3, 2020, alleging a breach of promissory notes, as modified by the IALA, entered into on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the promissory notes. The Defendant defaulted on its payment obligations by failing to make interest payments when required under the promissory notes, as modified. The Complaint seeks repayment to CBL in the amount of \$23,974,479 plus interest at a rate of \$6,370 per diem from May 1, 2020 until paid in full. The Complaint seeks repayment to SNIC in the amount of \$5,993,619 plus interest at a rate of \$1,592.75 per diem from May 1, 2020 until paid in full. The Complaint seeks repayment to BLIC in the amount of \$2,397,448 plus interest at a rate of \$637.10 per diem from May 1, 2020 until paid in full.

On September 3, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On September 4, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On September 30, 2020, the Defendant answered the Complaint and filed a counterclaim against Plaintiffs seeking reformation of the IALA. On October 22, 2020, Plaintiffs were granted an extension of time through November 20, 2020 to respond to Defendant's counterclaim. On November 20, 2020, Plaintiffs moved to dismiss the counterclaim. On December 11, 2020, Defendant filed its response in opposition to Plaintiffs' motion to dismiss. On December 23, 2020, Plaintiffs filed their reply in support of their motion to dismiss.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendant filed its response in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendant's response.

On July 20, 2021, the Court denied Plaintiffs' motion to dismiss Defendant's second and third counterclaims, as well as Plaintiffs' motion to consolidate. Plaintiffs filed their answer to the Defendant's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company and Bankers Life Insurance Company v. Academy Financial Assets, LLC and New England Capital, LLC, Case No. 5:20-CV-517-D, Eastern District of North Carolina.***

This case was filed on October 2, 2020, alleging a breach of a loan agreement, as modified by the IALA entered into by Defendant Academy Financial Assets, LLC ("Defendant Borrower") on June 27, 2019. CBL and BLIC filed this action in their capacities as lenders of the loans. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements, as modified. The Complaint seeks repayment to Plaintiffs in the amount of \$12,564,767 plus interest at a rate of \$3,345.25 per diem from May 1, 2020 until paid in full. The Complaint also alleges that Defendant New England Capital, LLC, the agent of the loan, breached the loan agreements by failing to enforce the loan agreements following Defendant Borrower's breach.

On October 10, 2020, Plaintiffs filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On October 5, 2020, this action was assigned to be heard before the

Honorable James C. Dever III. On November 30, 2020, Defendants filed their respective motions to dismiss for failure to state a claim. On December 21, 2020, Plaintiffs filed a response in opposition to Defendants' motions. Defendants filed replies in support of their respective motions to dismiss on January 4, 2021.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed responses in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendants' responses.

On July 20, 2021, the Court denied Defendants' motions to dismiss, as well as Plaintiffs' motion to consolidate. Defendants filed answers to Plaintiffs' Complaint on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company, Southland National Insurance Corporation, and Bankers Life Insurance Company v. Augusta Asset Management, LLC, New England Capital, LLC, AAM Holdings I, LLC, and iTech Funding, LLC, Case No. 5:20-CV-518-D, Eastern District of North Carolina.***

This case was filed on October 2, 2020, alleging a breach of a loan agreement, as modified by the IALA entered into by Defendant Augusta Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL, SNIC, and BLIC filed this action in their capacities as lenders of the loans. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements, as modified. The Complaint seeks repayment to Plaintiffs in the amount of \$14,552,991 plus interest at a rate of \$3,874 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and AAM Holdings, LLC. Finally, the Complaint alleges that Defendant New England Capital, LLC, the agent of the loan, breached the loan agreements by failing to enforce the loan agreements following Defendant Borrower's breach.

On October 10, 2020, Plaintiffs filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On October 2, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

On November 30, 2020, Defendants filed their respective motions to dismiss for failure to state a claim. On December 21, 2020, Plaintiffs filed a response in opposition to Defendants' motions. Defendants filed replies in support of their respective motions to dismiss on January 4, 2021.

On December 8, 2020, Plaintiffs filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed responses in opposition to the motion to consolidate. On January 12, 2021, Plaintiffs filed their reply to Defendants' responses.

On July 20, 2021, the Court denied Defendants' motions to dismiss, as well as Plaintiffs' motion to consolidate. Defendants filed answers to Plaintiffs' Complaint on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Tybee Island Asset Management, LLC, iTech Funding, LLC, and TIAM Holdings, LLC, Case No. 5:20-CV-520-D, Eastern District of North Carolina.***

This case was filed on October 2, 2020, alleging a breach of a loan agreement, as modified by the IALA, entered into by CBL and the Defendant Tybee Island Asset Management, LLC ("Defendant Borrower") on June 27, 2019. CBL filed this action in its capacity as agent of the loan. CBL is a lender of the loan. The Defendant Borrower defaulted on its payment obligations by failing to make interest payments when required under the loan agreements. The Complaint seeks repayment of \$35,607,652 plus interest at a rate of \$9,480.21 per diem from May 1, 2020 until paid in full. The Complaint also seeks an order allowing foreclosure of the pledged property of Defendants iTech Funding, LLC and TIAM Holdings, LLC.

On October 2, 2020, CBL filed a Notice of Related Cases informing the Court that the IALA lawsuits and the Credit Agreement lawsuit were related, and involved many of the same parties, transactions, and events. On October 7, 2020, this action was assigned to be heard before the Honorable James C. Dever III.

The Defendants answered the Complaint on October 30, 2020 and Defendant Borrower filed counterclaims against CBL for alleged breach of contract, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. On November 19, 2020, CBL moved to dismiss the second and third counterclaims. Defendant Borrower filed its response in opposition to CBL's partial motion to dismiss on December 10, 2020.

On December 8, 2020, Plaintiff filed a motion to consolidate the 26 federal IALA cases to promote efficiency and judicial economy. On December 29, 2020, Defendants filed a response in opposition to the motion to consolidate. On January 12, 2021, CBL filed its reply to Defendants' response.

On July 20, 2021, the Court denied CBL's motion to dismiss Defendant Borrower's second and third counterclaims, as well as CBL's motion to consolidate. CBL filed its answer to the Defendant Borrower's counterclaims on August 3, 2021.

On September 3, 2021, the parties held their Rule 26(f) discovery planning meeting, and on September 17, 2021, filed a Rule 26(f) report with the Court which included a proposed discovery plan and other proposed case deadlines. On October 1, 2021, the Court entered a scheduling order setting various case deadlines with all discovery to be completed by September 22, 2022, and dispositive motions to be filed September 30, 2022.

On October 22, 2021, the Court appointed the parties' agreed upon mediator. On February 7, 2022 and April 5, 2022, the Court entered protective orders governing the discovery in the matter.

***Colorado Bankers Life Insurance Company v. Nederlandsche Algemeene Maatschappij Van Levensverzekering Conservatrix N.V., et al.,*** Case No. 19 CVS 17191, Wake County, North Carolina

On December 22, 2019, the Rehabilitator advised Nederlandsche Algemeene Maatschappij Van Levensverzekering Conservatrix N.V. ("Conservatrix") that he was disavowing a 2017 reinsurance agreement and related trust agreement between Conservatrix and CBL. Later that same day, Conservatrix presented its arbitration demand to the Rehabilitator, and the following day - on December 23, 2019 - the Rehabilitator applied for and obtained a Temporary Restraining Order ("Conservatrix TRO") from the Wake County Superior Court ("Court"), restraining Conservatrix and the trustee for the trust account - Fifth Third Bank - from removing, disturbing, or otherwise interfering with any of the assets in the trust account and restraining Conservatrix from proceeding or acting upon its arbitration demand. The return date for the Conservatrix TRO, and the hearing date were extended by agreement of the parties several times - first until March 2, 2020, and again until April 6, 2020. In mid-March, because of the COVID-19 pandemic, the Chief Justice entered an order requiring all court proceedings to be rescheduled. The hearing was initially moved to May 4, 2020. In mid-April, the Chief Justice entered another order requiring that all court proceedings be rescheduled until after June 1, 2020. During this time, the Rehabilitator and Conservatrix continued to discuss a satisfactory resolution that encompassed the Rehabilitator's disavowal of the reinsurance agreement and related trust agreement, and terminated the arbitration proceeding and the Conservatrix TRO. On July 5, 2020, the Rehabilitator and Conservatrix entered into an agreement that resolved the issues related to the reinsurance agreement and the related trust agreement. Pursuant to the agreement, the Rehabilitator dismissed the Conservatrix TRO proceeding with prejudice and Conservatrix dismissed the arbitration proceeding.



### **OTHER MATTERS**

- Pursuant to the Moratorium Order, the Rehabilitator has imposed a moratorium on cash surrenders, annuitizations, and policy loans against the Company's policies until such time as the Court approves lifting of the moratorium.
- In accordance with the Moratorium Order, the Rehabilitator has adopted and implemented a policy to provide substitute benefits in lieu of the contractual obligations of the Company for annuity benefits and cash withdrawals for policyholders who petition for payment under claims of legitimate hardship. As of March 31, 2022, 1,686 hardship cases have been received. 960 were approved, 506 were denied due to insufficient information, 170 were denied due to not meeting the hardship qualifications and 50 are in process.

### **CONTINUATION OF BUSINESS**

The Company reduced writing the majority of new business in October 2018 and ceased all new business as of the date of the Order. A final decision as to the course of action to take with the Company has not yet been determined.

### **PARTIAL WITHDRAWAL PROGRAM**

On September 9, 2020, the North Carolina Rehabilitation Court modified the Moratorium to allow a partial withdrawal program that allows annuity contract owners to withdraw 10% of the account value up to a maximum of \$15,000 per contract owner. In addition, annuity owners with a current account value of less than \$1,000 will receive the account value unless the contract owner opts out and elects to retain their annuity with the Company. Annuity contract owners received a letter explaining that they are eligible for a one-time option for a limited withdrawal of funds.

The program ended on April 30, 2021. During this program, CBL issued 40,697 checks totaling \$32.5MM.

### **REVIEW PANEL**

On April 2, 2020, the Court amended the TRO to establish a 5-person review panel to advise the Court on proposed transactions that could implicate the TRO. Both the Plaintiffs and Defendants appointed one representative each. Each representative appointed an independent member. The two independent members appointed a third independent member. After reviewing proposed transactions, the panel makes recommendations to the Court to either approve or deny the proposed transactions. The panel did not meet during the quarter.

### **THIRD PARTY ADMINISTRATOR**

On June 30, 2021, CBL obtained the Court's permission to transfer the servicing of its business to a new third party administrator ("TPA") at a reduced cost from the CSA. Actuarial Management Resources ("AMR") began servicing CBL's business on October 1, 2021. Policyholders and agents were notified in writing of the transition. During the quarter, CBL paid AMR \$730,214 for these services.

### **DISBURSEMENTS**

During the period, the following expenses related to the rehabilitation and litigation to recover the affiliated investments were incurred and allocated in a manner consistent with prior accounting practices:

- \$26,769 to Bryan Cave Leighton Paisner for legal services
- \$43,142 to Consilio for legal services
- \$110,080 to Federal Arbitration, Inc. for services regarding the review panel
- \$25,648 to Gordian Group for investment advisory services
- \$968,817 to Noble Consulting Services, Inc. for rehabilitation services
- \$4,035 to Tharrington Smith for legal services
- \$393,338 to Veris Consulting, Inc. for forensic accounting services
- \$842,508 to Williams Mullen for legal services

## COMMUNICATION WITH POLICYHOLDERS

The Special Deputy Rehabilitators (SDRs) have focused on the importance of responsive communications to policyholder inquiries since the beginning of the rehabilitation. The SDRs set up a direct phone number and email account specifically for direct contact with policyholders and agents, when the Court ordered the insurance companies into rehabilitation. The SDRs' rehabilitation team monitors these phone and email contacts on a daily basis. The staff members of the rehabilitation team, and the SDRs, have personally responded to over 2,000 inquiries by policyholders and agents, either in writing or by telephone. The insurance companies' third party administrators (TPAs) also have dedicated customer service phone lines. The TPAs receive an average of 400 calls a day. Since October 1, 2021, the TPAs have received over 50,000 calls. In addition, the SDRs and rehabilitation team respond in writing to every policyholder letter. In communicating with policyholders, the SDRs have worked to provide policyholders detailed information regarding not only about their policies, but also an explanation of how the rehabilitation process works, including a description of the role that the moratorium plays in that process. Because the rehabilitation effort is inextricably intertwined with implementation of the Memorandum of Understanding, the SDRs have also worked with their team to provide the policyholders with updates regarding the pending litigation over that agreement.

## SETTLED REHABILITATION MATTERS

### Litigation

During rehabilitation, the following cases have been settled.

- *Nathan Safford v. Colorado Bankers Life Insurance Company, Benefits for America, William Maxwell McMullen, et al.*, Case No. CV-17-900014, Circuit Court for Bullock County, State of Alabama.
- *Harry Smith v. Colorado Bankers Life Insurance Company, Benefits for America, William Maxwell McMullen, et al.*, Case No. CV-17-000485, Circuit Court for Montgomery County, State of Alabama.
- *Estate of Douglas S. Long v. Colorado Bankers Life Insurance Co., et al.*, Case No. VCU 281258, Tulare County, State of California.

**Liquidity**

One of the goals of the rehabilitation is to increase liquidity. As of June 27, 2019, CBL held \$248MM of private loans. The private loans have no readily available market. The Company was able to liquidate \$165MM of the private loans. The Company realized losses of \$17MM.

**INTRODUCTION TO COLORADO BANKERS LIFE INSURANCE COMPANY  
FINANCIAL STATEMENTS  
AS OF MARCH 31, 2022**

Introduction and Basis of Presentation: The Company is a North Carolina domiciled life, accident and health insurance company that was placed in rehabilitation by the Wake County Superior Court on June 27, 2019. The Company is under the control of the Commissioner of Insurance of the State of North Carolina, in his capacity as Court appointed Rehabilitator. It is the Rehabilitator's responsibility to take possession of the assets of the Company and to administer them under the general supervision of the Court.

The accompanying unaudited financial statements were prepared by the Rehabilitator's staff as of March 31, 2022. The financial statements have been prepared in accordance with Statutory Accounting Principles promulgated by the National Association of Insurance Commissioners.

On July 26, 2019, the Governor of North Carolina signed into law, House Bill 220. This bill amends N.C. Gen. Stat §58-19-10(b), which limits the amount of investments in affiliates and subsidiaries to the lesser of ten percent (10%) of the insurer's admitted assets or fifty percent (50%) of the insurer's policyholders' surplus, provided that after those investments, the insurer's policyholders' surplus will be reasonable in relation to the insurers' outstanding liabilities and adequate to its financial needs. The excess amount of affiliated investments should be non-admitted for purposes of statutory accounting, but is not shown as non-admitted on current financial statements. The statutory limitation on affiliated investments was enacted after the companies were placed into rehabilitation. The notes to financial statements provide the court a summary of the statutory financial condition of the companies prior to the passage of the law as well as under current law. As of March 31, 2022, the Company has \$896MM of excess affiliated investments. Were this amount shown as non-admitted, the Company would have a negative surplus of \$975MM.

As of March 31, 2022, \$777.2MM of the \$896MM in affiliated investment loans to affiliated non-insurance companies defaulted on their payment obligations. The company has maintained these loans at their previous book value and continued to accrue interest on these loans at the rate specified in the IALA. If the company were following Statutory accounting guidance, these loans would be downgraded to NAIC 6 and reported at market value and any accrued interest of more than 90 days would be non-admitted. The carrying value of these defaulted loans is \$777.2MM and the fair value of these loans could be less than the carrying value. Some interest is being received on these loans. The due and accrued interest on these loans was \$112.1MM of which \$74.5MM was non-admitted as of March 31, 2022.

## ASSETS

	Current Statement Date			
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	December 31 Prior Year Net Admitted Assets
1 Bonds (Schedule D)	2,115,842,967		2,115,842,967	2,077,661,844
2 Stocks (Schedule D):				
2.1 Preferred stocks	66,584,117		66,584,117	121,429,384
2.2 Common stocks	1,215,100		1,215,100	1,241,386
3 Mortgage loans on real estate (Schedule B):				
3.1 First liens				
3.2 Other than first liens				
4 Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$0 encumbrances)	5,538,400		5,538,400	5,581,600
4.2 Properties held for the production of income (less \$0 encumbrances)				
4.3 Properties held for sale (less \$0 encumbrances)				
5 Cash, cash equivalents, and short-term investments	208,449,732		208,449,732	157,090,817
6 Contract loans (including \$0 premium notes)	6,915,771		6,915,771	8,864,796
7 Derivatives (Schedule DB)				
8 Other invested assets (Schedule BA)				
9 Receivables for securities	3,472,331		3,472,331	610,000
10 Securities lending reinvested collateral assets (Schedule DL)				
11 Aggregate write-ins for invested assets				
12 Subtotals, cash and invested assets (Lines 1 to 11)	2,408,018,418		2,408,018,418	2,372,479,828
13 Title plants less \$0 charged off (for Title insurers only)				
14 Investment income due and accrued	122,564,592	74,483,829	48,080,763	44,059,624
15 Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	5,758,423	7,570,974	(1,812,551)	(869,676)
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$0 earned but unbilled premiums)	6,599,725		6,599,725	7,236,814
15.3 Accrued retrospective premiums (\$0) and contracts subject to redetermination (\$0)				
16 Reinsurance:				
16.1 Amounts recoverable from reinsurers	111,285	15,230	96,055	53,757
16.2 Funds held by or deposited with reinsured companies			0	0
16.3 Other amounts receivable under reinsurance contracts	59,780		59,780	59,780
17 Amounts receivable relating to uninsured plans				
18.1 Current federal and foreign income tax recoverable and interest thereon	5,737,481	5,737,481		
18.2 Net deferred tax asset	57,286,821	57,286,821		
19 Guaranty funds receivable or on deposit				
20 Electronic data processing equipment and software				
21 Furniture and equipment, including health care delivery assets (\$0)				
22 Net adjustment in assets and liabilities due to foreign exchange rates				
23 Receivables from parent, subsidiaries and affiliates	420,462		420,462	572,136
24 Health care (\$0) and other amounts receivable				
25 Aggregate write-ins for other than invested assets	5,494,062	5,455,982	38,080	159,529
26 Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	2,612,051,049	150,550,316	2,461,500,733	2,423,751,793
27 From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
28 Total (Lines 26 and 27)	2,612,051,049	150,550,316	2,461,500,733	2,423,751,793
<b>DETAILS OF WRITE-INS</b>				
1101				
1102				
1103				
1198 Summary of remaining write-ins for Line 11 from overflow page				
1199 Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)				
2501 Misc Receivables	344,559	306,479	38,080	159,529
2502 Negative IMR	5,149,503	5,149,503		
2503				
2598 Summary of remaining write-ins for Line 25 from overflow page				
2599 Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	5,494,062	5,455,982	38,080	159,529

## LIABILITIES, SURPLUS, AND OTHER FUNDS

		1	2
		Current Statement Date	December 31 Prior Year
1	Aggregate reserve for life contracts (Exhibit 5, Line 999999) less \$0 included in Line 6.3 (including \$0 Modco reserve)	2,291,653,105	2,300,987,072
2	Aggregate reserve for accident and health contracts (Exhibit 6, Line 17, Col. 1) (including \$0 Modco reserve)	1,169,520	1,188,833
3	Liability for deposit-type contracts (Exhibit 7, Line 14, Col. 1) (including \$0 Modco reserve)	8,922,957	10,197,676
4	Contract Claims:		
4.1	Life (Exhibit 8, Part 1, Line 4.4, Col. 1 less sum of Cpls. 9, 10 and 11)	22,126,789	19,156,574
4.2	Accident and health (Exhibit 8, Part 1, Line 4.4, sum of Cpls. 9, 10 and 11)	184,108	198,879
5	Policyholders' dividends/refunds to members and coupons due and unpaid (Exhibit 4, Line 10)		
6	Provision for policyholders' dividends, refunds to members and coupons payable in following calendar year-estimated amounts:		
6.1	Policyholders' dividends and refunds to members apportioned for payment (including \$0 Modco)		
6.2	Policyholders' dividends and refunds to members not yet apportioned (including \$0 Modco)		
6.3	Coupons and similar benefits (including \$0 Modco)		
7	Amount provisionally held for deferred dividend policies not included in Line 6		
8	Premiums and annuity considerations for life and accident and health contracts received in advance less discount; including accident and health premium (Exhibit 1, Part 1, Col. 1, sum of Lines 4 and 14)	325,266	347,436
9	Contract liabilities not included elsewhere:		
9.1	Surrender values on canceled contracts		
9.2	Provision for experience rating refunds, including the liability of \$0 accident and health experience rating refunds of which \$0 is for medical loss ratio rebate per the Public Health Service Act		
9.3	Other amounts payable on reinsurance including \$..... assumed and \$..... ceded	10,942,059	7,525,896
9.4	Interest maintenance reserve (IMR, Line 6)		
10	Commissions to agents due or accrued-life and annuity contracts \$..... accident and health \$..... and deposit-type contract funds \$.....	28,964	28,964
11	Commissions and expense allowances payable on reinsurance assumed		
12	General expenses due or accrued (Exhibit 2, Line 12, Col. 7)	964,011	1,048,012
13	Transfers to Separate Accounts due or accrued (net) (including \$0 accrued expense allowances recognized in reserves net of reinsured allowances)		
14	Taxes, licenses and fees due or accrued, excluding federal income taxes (Exhibit 3, Line 9, Col. 6)		(200)
15.1	Current federal and foreign income taxes including \$0 on realized capital gains (losses)	450,000	
15.2	Net deferred tax liability		
16	Unearned investment income		
17	Amounts withheld or retained by reporting entity as agent or trustee	6,979,649	14,733,395
18	Amounts held for agents' account, including \$..... agents' credit balances		
19	Remittances and items not allocated	31,729	6,081,057
20	Net adjustment in assets and liabilities due to foreign exchange rates		
21	Liability for benefits for employees and agents if not included above		
22	Borrowed money \$..... and interest thereon \$.....		
23	Dividends to stockholders declared and unpaid		
24	Miscellaneous liabilities:		
24.01	Asset valuation reserve (AVR, Line 16, Col. 7)	128,061,626	117,541,801
24.02	Reinsurance in unauthorized and certified (\$0) companies		
24.03	Funds held under reinsurance treaties with unauthorized and certified (\$0) reinsurers		
24.04	Payable to parent, subsidiaries and affiliates	19,213,712	17,685,636
24.05	Drafts outstanding		
24.06	Liability for amounts held under uninsured plans		
24.07	Funds held under coinsurance		
24.08	Derivatives		
24.09	Payable for securities	17,914,212	47
24.10	Payable for securities lending		
24.11	Capital notes \$0 and interest thereon \$0		
25	Aggregate write-ins for liabilities	13,772,044	2,663,373
26	Total liabilities excluding Separate Accounts business (Lines 1 to 25)	2,522,739,753	2,499,384,455
27	From Separate Accounts statement		
28	Total liabilities (Lines 26 and 27)	2,522,739,753	2,499,384,455
29	Common capital stock	1,500,000	1,500,000
30	Preferred capital stock	1,000,000	1,000,000
31	Aggregate write-ins for other than special surplus funds		
32	Surplus notes	9,000,000	9,000,000
33	Gross paid in and contributed surplus (Page 3, Line 33, Col. 2 plus Page 4, Line 51.1, Col. 1)	204,976,020	204,976,020
34	Aggregate write-ins for special surplus funds		
35	Unassigned funds (surplus)	(277,715,041)	(292,108,683)
36	Less treasury stock, at cost:		
36.1	0 Shares common (value included in Line 29 \$0)		
36.2	0 Shares preferred (value included in Line 30 \$0)		
37	Surplus (Total Lines 31 + 32 + 33 + 34 + 35 - 36) (including \$0 in Separate Accounts statement)	(63,739,021)	(78,132,662)
38	Totals of Lines 29, 30 and 37 (Page 4, Line 55)	(61,239,021)	(75,632,662)
39	Totals of Lines 28 and 38 (Page 2, Line 28, Col. 3)	2,461,500,733	2,423,751,793
<b>DETAILS OF WRITE-INS</b>			
2501	Escheat	2,941,230	2,946,099
2502	Suspense	5,239,647	(282,727)
2503	Frozen Funds	5,591,167	
2504			
2598	Summary of remaining write-ins for Line 25 from overflow page		
2599	Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	13,772,044	2,663,373
3101	Deferred Gain on Reinsurance		
3102	Prior Period Adjustment - Investment Income		
3103			
3198	Summary of remaining write-ins for Line 25 from overflow page		
3199	Totals (Lines 3101 through 3103 plus 3198) (Line 31 above)		
3401			
3402			
3403			
3498	Summary of remaining write-ins for Line 25 from overflow page		
3499	Totals (Lines 3401 through 3403 plus 3498) (Line 34 above)		

## SUMMARY OF OPERATIONS

		1	2	3
		Current Year to Date	Prior Year to Date	Prior Year Ended December 31
1	Premiums and annuity considerations for life and accident and health contracts (Exhibit 1, Part 1, Line 20.4, Col. 1, less Col. 11)	1,422,741	8,448,143	38,071,187
2	Considerations for supplementary contracts with life contingencies			409,547
3	Net investment income (Exhibit of Net Investment Income, Line 17)	56,759,514	25,924,249	104,739,492
4	Amortization of Interest Maintenance Reserve (IMR, Line 5)	81,781	367,484	1,233,755
5	Separate Accounts net gain from operations excluding unrealized gains or losses			
6	Commissions and expense allowances on reinsurance ceded (Exhibit 1, Part 2, Line 26.1, Col. 1)	25,248	47,226	192,931
7	Reserve adjustments on reinsurance ceded			
8	Miscellaneous Income:			
8.1	Income from fees associated with investment management, administration and contract guarantees from Separate Accounts			
8.2	Charges and fees for deposit-type contracts			
8.3	Aggregate write-ins for miscellaneous income	8,119	197,362	211,045
9	Totals (Lines 1 to 8.3)	58,297,405	34,984,464	144,857,957
10	Death benefits	22,287,892	2,254,711	25,928,104
11	Matured endowments (excluding guaranteed annual pure endowments)			
12	Annuity benefits (Exhibit 8, Part 2, Line 6.4, Cols. 4 + 8)	349,291	401,709	883,052
13	Disability benefits and benefits under accident and health contracts	777,114	963,307	2,792,607
14	Coupons, guaranteed annual pure endowments and similar benefits			
15	Surrender benefits and withdrawals for life contracts	6,852,328	31,936,818	79,375,143
16	Group conversions			
17	Interest and adjustments on contract or deposit-type contract funds	(1,183,075)	91,732	1,010,381
18	Payments on supplementary contracts with life contingencies	52,606		72,243
19	Increase in aggregate reserves for life and accident and health contracts	(9,696,968)	(12,616,704)	(18,151,153)
20	Totals (Lines 10 to 19)	19,439,188	23,031,573	91,910,377
21	Commissions on premiums, annuity considerations and deposit-type contract funds (direct business only) (Exhibit 1, Part 2, Line 31, Col. 1)	729,091	1,180,706	4,463,459
22	Commissions and expense allowances on reinsurance assumed (Exhibit 1, Part 2, Line 26.2, Col. 1)			371,349
23	General insurance expenses and fraternal expenses (Exhibit 2, Line 10, Columns 1, 2, 3, 4 and 6)	1,668,552	10,357,713	31,821,094
24	Insurance taxes, licenses and fees, excluding federal income taxes (Exhibit 3, Line 7, Cols. 1 + 2 + 3 + 5)	149,705	438,611	896,637
25	Increase in loading on deferred and uncollected premiums	(768,354)	(1,387,903)	1,231,491
26	Net transfers to or (from) Separate Accounts net of reinsurance			
27	Aggregate write-ins for deductions	672	(48,859)	(74,596)
28	Totals (Lines 20 to 27)	21,218,854	33,705,778	130,619,811
29	Net gain from operations before dividends to policyholders, refunds to members and federal income taxes (Line 9 minus Line 28)	37,078,550	1,278,686	14,238,146
30	Dividends to policyholders and refunds to members			
31	Net gain from operations after dividends to policyholders, refunds to members and before federal income taxes (Line 29 minus Line 30)	37,078,550	1,278,686	14,238,146
32	Federal and foreign income taxes incurred (excluding tax on capital gains)	450,000	46,472	46,472
33	Net gain from operations after dividends to policyholders, refunds to members and federal income tax and before realized capital gains or (losses) (Line 31 minus Line 32)	36,628,550	1,232,214	14,191,674
34	Net realized capital gains or (losses) (excluding gains (losses) transferred to the IMR) less capital gains tax of \$..... (excluding taxes of \$..... transferred to the IMR)	428,019	29,711	(6,648,252)
35	Net income (Line 33 plus Line 34)	37,056,569	1,261,925	7,543,422
<b>CAPITAL AND SURPLUS ACCOUNT</b>				
36	Capital and surplus, December 31, prior year (Page 3, Line 38, Col. 2)	(75,632,662)	15,185,568	(75,632,662)
37	Net income (Line 35)	37,056,569	1,261,925	7,543,422
38	Change in net unrealized capital gains or (losses) less capital gains tax	(2,420,364)	(583,080)	(1,355,417)
39	Change in net unrealized foreign exchange capital gain (loss)		(3,592,641)	(1,745,739)
40	Change in net deferred income tax		5,219,768	2,125,551
41	Change in nonadmitted assets	(9,722,738)	(19,260,082)	(51,240,419)
42	Change in liability for reinsurance in unauthorized and certified companies			
43	Change in reserve on account of change in valuation basis, (increase) or decrease (Exhibit 5A, Line 9999999, Col. 4)			
44	Change in asset valuation reserve	(10,519,825)	(14,593,762)	(46,145,628)
45	Change in treasury stock (Page 3, Lines 36.1 and 36.2 Col. 2 minus Col. 1)			
46	Surplus (contributed to) withdrawn from Separate Accounts during period			
47	Other changes in surplus in Separate Accounts statement			
48	Change in surplus notes			
49	Cumulative effect of changes in accounting principles			
50	Capital changes:			
50.1	Paid in			
50.2	Transferred from surplus (Stock Dividend)			
50.3	Transferred to surplus			
51	Surplus adjustment:			
51.1	Paid in			
51.2	Transferred to capital (Stock Dividend)			
51.3	Transferred from capital			
51.4	Change in surplus as a result of reinsurance			
52	Dividends to stockholders			
53	Aggregate write-ins for gains and losses in surplus			
54	Net change in capital and surplus for the year (Lines 37 through 53)	14,393,642	(31,547,872)	(90,818,229)
55	Capital and surplus, December 31, current year (Lines 36 + 54) (Page 3, Line 38)	(61,239,021)	(16,362,304)	(166,450,891)
<b>DETAILS OF WRITE-INS</b>				
08.301	Commissions, Service & Issue Fees and Other	4,461	197,362	211,045
08.302	Admin Fees	3,658		
08.398	Summary of remaining write-ins for Line 8.3 from overflow page			
08.399	Totals (Lines 08.301 through 08.303 plus 08.398) (Line 8.3 above)	8,119	197,362	211,045
2701	Modified Coinsurance Expense		(49,448)	(87,530)
2702	Reinsurance funds withheld Investment Income			
2703	Fines and penalties	672	589	11,934
2704	Other Miscellaneous Expenses			1,000
2798	Summary of remaining write-ins for Line 27 from overflow page			
2799	Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)	672	(48,859)	(74,596)
5301	Deferred Gain on Reinsurance			
5302	Prior Period Adjustment - Investment income			
5303				
5398	Summary of remaining write-ins for Line 53 from overflow page			
5399	Totals (Lines 5301 through 5303 plus 5398) (Line 53 above)			

**COLORADO BANKERS LIFE INSURANCE COMPANY  
SCHEDULE OF AFFILIATED INVESTMENTS  
DECEMBER 31, 2021 AND MARCH 31, 2022 COMPARISON**

CUSIP Identification	Description	Actual Cost	Book/Adjusted Carrying Value December 31, 2021	Book/Adjusted Carrying Value March 31, 2022	Change
99439FJM4	AAPC HOLDINGS, LLC	\$ 39,101,150	\$ 54,017,135	\$ -	\$ (54,017,135)
00405@AA7	ACADEMY FINANCIAL ASSETS	19,698,000	20,411,338	20,411,338	-
37940*AA3	ACADEMY FINANCIAL ASSETS	8,462,891	8,843,691	8,843,691	-
9941326T3	ACADEMY FINANCIAL ASSETS - REVOLVER **	33,905,524	39,905,524	39,905,524	-
9941328T5	ACADEMY FINANCIAL ASSETS FKA AFI PROMISSORY NOTE	24,196,820	34,615,398	34,615,398	-
9941327T4	AFA FKA AFI TERM	5,674,149	5,930,115	5,930,115	-
9941329T6	AFA FKA GIC SR. NOTE	21,700,000	23,245,663	23,245,663	-
00856#AD3	AGERA ENERGY LLC	35,000,000	1	1	-
9941268Z6	ALPHARETTA	2,097,465	1,977,726	1,977,726	-
00224#AA4	AR PURCHASING SOLUTIONS 2, LLC	2,841,811	3,121,473	3,121,473	-
00223@AA7	AR PURCHASING SOLUTIONS, LLC	2,140,418	2,622,239	2,626,524	4,285
04686@AA9	AUGUSTA ASSET MANAGEMENT, INC	4,271,474	4,392,842	4,392,842	-
05777@AA6	BALDWIN ASSET MANAGEMENT, INC	21,225,457	21,588,272	21,588,272	-
13972#AA1	CAPITAL ASSET MANAGEMENT III, LLC	29,625,000	29,460,269	29,460,269	-
13973@AA2	CAPITAL ASSETS FUND I, LLC	60,007,146	64,932,574	64,932,574	-
9941317T1	CAPITAL ASSETS FUND II, LLC	33,555,104	31,703,735	31,703,735	-
9941317V6	CAPITAL ASSETS FUND IV, LLC	42,910,111	34,910,113	34,349,953	(560,160)
9941317U8	CAPITAL ASSETS FUND V, LLC	41,443,522	38,416,981	36,741,577	(1,675,404)
9941318T3	CAPITAL ASSETS MANAGEMENT II, LLC	21,346,767	21,346,767	20,518,634	(828,133)
16230#AA2	CHATWORTH ASSET MANAGEMENT, INC.	22,384,145	23,069,903	23,069,903	-
20465#AA0	COMPLYSMART, LLC	3,002,000	3,166,666	3,166,666	-
99467UAA5	CV INVESTMENTS	37,372,872	37,463,602	37,463,326	(276)
9944639X1	CV INVESTMENTS, LLC	12,590,691	12,590,627	12,590,627	-
23570*AA0	DAMASCUS ASSET MANAGEMENT, INC.	18,791,160	19,317,088	19,317,088	-
29412#AA5	EPHESUS ASSET MANAGEMENT, INC.	21,139,806	21,639,902	21,639,902	-
34610#AA5	FOREST PARK ASSET MANAGEMENT, INC.	17,246,459	17,800,319	17,800,319	-
9942228W1	GILFORD ASSET MANAGEMENT, LLC	1,771,121	1,771,121	1,771,121	-
40905#AA6	HAMPTON ASSET MANAGEMENT, INC	22,097,474	22,715,016	22,715,016	-
9941557U3	HPCSP INVESTMENTS PROMISORY NOTE	4,051,293	4,392,707	4,392,707	-
9941556V4	HPCSP INVESTMENTS SENIOR NOTE	7,016,140	7,346,260	7,346,260	-
G4919@AA1	INTRALAN INVESTMENTS LIMITED	4,152,310	4,352,443	4,352,443	-
46275@AA7	IRON CITY ASSET MANAGEMENT, INC.	25,275,943	22,685,091	22,685,091	-
46563@AA8	ITECH FUNDING LLC	19,281,368	20,345,616	20,345,616	-
46662#AA6	JACKSON ASSET MANAGEMENT, INC.	20,725,423	21,393,474	21,393,474	-
49803@AA2	KITE ASSET MANAGEMENT INC	34,622,923	36,077,060	36,077,412	352
51703#AA7	LADES, LLC	4,489,111	4,667,256	4,667,256	-
53250#AA0	LILY ASSET MANAGEMENT INC	33,084,925	34,072,077	34,072,077	-
57187#AA9	MARSHALLA ASSET MANAGEMENT, LLC	31,082,941	32,207,679	32,207,679	-
9947669V1	NIH CAPITAL, LLC	11,407,477	12,083,106	12,083,106	-
65532NAA7	NOM GB 2018 I LLC	2,213,899	1,283,225	-	(1,283,225)
69902#AA8	PARADISE ASSET MANAGEMENT INC	39,700,000	30,124,766	28,294,668	(1,830,098)
72083RAA7	PIERRE MENDES LLC	59,999,993	41,966,523	38,529,692	(3,436,831)
77294@AA9	ROCKDALE ASSET MANAGEMENT INC	39,700,000	30,531,298	30,531,298	-
X7552#AC1	STANDARD FINANCIAL LIMITED	3,819,822	4,078,559	4,078,559	-
86576#AA7	SUMMERVILLE ASSET MANAGEMENT, INC.	23,752,824	23,173,597	21,579,431	(1,594,166)
90225@AA6	TYBEE ISLAND ASSET MANAGEMENT, INC.	28,743,436	29,453,987	29,451,976	(2,010)
Total Affiliated Investments		\$ 998,718,365	\$ 961,210,822	\$ 895,988,022	\$ (65,222,800)
<b>Summary of activity (rounded to hundred-thousands)</b>					
Reduction due to AAPC Payoff			(65,225,000)		
Total			\$ (65,225,000)		



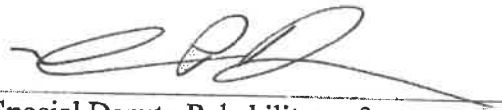
INDIANA

MARION COUNTY

VERIFICATION

MICHAEL DINIUS, being first duly sworn, deposes and says that he is appointed as Special Deputy Rehabilitator for Southland National Insurance Corporation, Southland National Reinsurance Corporation, Bankers Life Insurance Company and Colorado Bankers Life Insurance Company by the Commissioner of Insurance for the State of North Carolina, and in his capacity as Rehabilitator, that he has read the foregoing quarterly report of activity of the Rehabilitator as of March 31, 2022, and a balance sheet, summary of operations, and schedule of affiliated investments as of March 31, 2022 of Southland National Insurance Corporation, Southland National Reinsurance Corporation, Bankers Life Insurance Company and Colorado Bankers Life Insurance Company for the period from June 27, 2019, the date of rehabilitation, through March 31, 2022, and that the contents of same are true and correct to the best of his knowledge and belief, based on the books and records of the Companies.

This the 4<sup>th</sup> day of July 2022.



Special Deputy Rehabilitator for  
Southland National Insurance Corporation  
Southland National Reinsurance Corporation  
Bankers Life Insurance Company  
Colorado Bankers Life Insurance Company

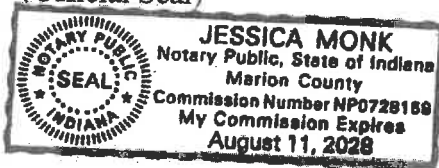
INDIANA

MARION COUNTY

Sworn to and subscribed before me:

The 4<sup>th</sup> day of July 2022.

(Official Seal)

  
Notary Public

My Commission Expires:

August 11, 2028