

**STATE OF MICHIGAN
IN THE 30TH CIRCUIT COURT FOR THE COUNTY OF INGHAM**

ANITA G. FOX, Director of the Michigan
Department of Insurance and Financial
Services,

Case No. 19-504-CR

Hon. Wanda M. Stokes

Petitioner,

v.

PAVONIA LIFE INSURANCE COMPANY
OF MICHIGAN,

Respondent. /

Christopher L. Kerr (P57131)
Aaron W. Levin (P81310)
Assistant Attorneys General
Corporate Oversight Division
P. O. Box 30736
Lansing, MI 48909
(517) 335-7632
KerrC2@michigan.gov
Counsel for Petitioner

Peter B. Kupelian (P31812)
Clark Hill PLC
151 S. Old Woodward Ave., Ste. 200
Birmingham, MI 48009
(248) 530-6336
pkupelian@clarkhill.com

Ronald A. King (P45088)
Zachary C. Larsen (P72189)
Clark Hill PLC
212 E. Cesar E. Chavez Ave.
Lansing, MI 48906
(517) 318-3015
rking@clarkhill.com
larsenz@clarkhill.com
Counsel for GBIG Holdings, Inc. /

**GBIG HOLDINGS, LLC'S ("GBIG") SUPPLEMENT TO ITS OBJECTION TO THIS
COURT'S *EX PARTE* ORDER APPROVING WILLIS TOWERS WATSON'S
COMPENSATION AS VALUATION ACTUARIES**

INTRODUCTION

GBIG Holdings, LLC ("GBIG Holdings") filed its Objection to the Court's *Ex Parte* Order Approving Willis Towers Watson's Compensation as Valuation Actuaries on October 13, 2021, noting three primary reasons for objecting to this Court's order approving an expensive valuation of Pavonia Life Insurance Company of Michigan ("Pavonia") for a potential sale. Those principal

objections were: (1) the engagement of Willis Towers Watson (“Willis Towers”) is premature because the Plan of Rehabilitation (“Plan”) for Pavonia is defunct and the Plan has not been amended; (2) a sales process for Pavonia is likely unnecessary because GBIG Holdings has identified a likely purchaser for Pavonia who will complete its diligence on the purchase very soon; and (3) even assuming a valuation is needed, asking Willis Towers to perform the valuation is itself objectionable due to a conflict, the high costs of the proposal, and the low likelihood that Willis Towers’ work will reflect the optimal value for Pavonia. As reflected in that Objection, the timing of service and an ostensibly agreed-to extension made it difficult for GBIG Holdings to present full factual support to this Court. This Supplemental Filing is intended to bolster those points with the factual support promised in the earlier Objection.

ARGUMENT

I. The filing of a Joint Notice of Settlement and Termination of Stock Purchase Agreement confirms GBIG Holdings’ position that the former Plan of Rehabilitation is now defunct.

As pointed out in GBIG Holdings’ Objection, the Plan of Rehabilitation that this Court adopted and approved is now defunct. No new Plan has been adopted. Therefore, engaging valuation actuaries to accomplish a sale of Pavonia is not an activity within the scope of any currently approved Plan of Rehabilitation, and it is also unnecessary and unduly expensive.

The filing of the Joint Notice of Settlement and Termination of Stock Purchase Agreement by Aspida Holdco, LLC (“Aspida”) and GBIG Holdings confirms this point. That Notice states that those parties “have reached a settlement, resulting in the termination of the Stock Purchase Agreement dated July 9, 2019” and notes that Aspida is no longer a necessary party to this proceeding. (Ex A, Joint Notice.) The June 25, 2020 Order Approving Plan of Rehabilitation and Related Closing of Stock Purchase Agreement was built upon that SPA, noting that “[t]he Plan proposed the sale of the Pavonia Entities by GBIG Holdings, as Seller, to a non-affiliated third-

party, Aspida Holdco, LLC” Because the SPA has been terminated, that Plan is now defunct. Without a new Plan (and, specifically, one that contemplates a sales process), there is no basis for the Rehabilitator to expend \$250,000 to \$275,000 of Pavonia’s assets for a valuation of Pavonia in contemplation of an auction or sales process. Simply stated: the Rehabilitator’s proposed valuation is premature because it is a step toward accomplishing a Plan that has neither been proposed nor adopted.

Though this is the principal point of GBIG Holdings’ Objection, the Rehabilitator’s Response filed on October 19, 2021, says nothing about the lack of an amended (or even proposed) Plan. Rather, the Rehabilitator’s Response speaks generally to the Rehabilitator’s authority to “employ . . . assistants,” MCL 500.8114(1), to “take such action as . . . she considers necessary or appropriate to reform and revitalize the company,” MCL 500.8114(2), and “to deal with the property and business of the insurer.” MCL 500.8114(2). The Rehabilitator further relies on a provision allowing “reorganization, consolidation, conversion, reinsurance, merger, or other transformation of” a company in rehabilitation pursuant to a Plan approved by the Court. See MCL 500.8114(4). This Court must read those provisions within the full context of the statute. *MidAmerican Energy Co v Dep’t of Treasury*, 308 Mich App 362, 370; 863 NW2d 387, 392 (2014).

These provisions must be understood within the context of the Rehabilitator’s two bases of authority: (1) the Rehabilitator’s displacement of the management of Pavonia to run the insurer’s ordinary business affairs, MCL 500.8113(1) (noting the effect of the Rehabilitation Order gives “the rehabilitator . . . immediate possession of the insurer . . . to administer them under the court’s general supervision”); and (2) the Rehabilitator’s authority to propose a Plan for this Court’s review and approval, disapproval, or modification. MCL 500.8114(4). The former is of minimal

relevance here because this proposal is not about managing Pavonia's ordinary affairs. On the latter, a Plan is not effective, and the Rehabilitator does not implement a Plan until approved. *Id.*

The current proposal to engage Willis Towers falls under the second basis for authority. In other words, the Rehabilitator is not seeking to engage Willis Towers as part of "administer[ing] [the assets of Pavonia] under the court's general supervision." MCL 500.8113(1). Instead, it is seeking to engage Willis Towers to prepare for a sale, stating that a valuation is "[a] necessary precondition to any future transaction involving Pavonia" (Rehabilitator's Response, p 5.) But the Rehabilitator is not a position to begin implementing a Plan for Pavonia that has not been adopted: MCL 500.8114(4) requires the Rehabilitator to propose a Plan to this Court and for this Court to review and approve, disapprove, or modify the Plan before the Rehabilitator is permitted to "implement the plan." The Rehabilitator has put the cart before the horse with this engagement.

II. There has been significant progress toward a sale of Pavonia to Axar Capital, LLC, making it likely that the extraordinarily expensive valuation proposed will be moot.

Next, the proposal is objectionable because it is one that will likely become moot very quickly. To facilitate this Court's understanding, the proposed sale to Axar Capital, LLC ("Axar") has progressed significantly. Axar has loaned approximately \$28 million dollars as part of the refinancing needed to payoff Aspida Holdco. (Ex B, Alban Affidavit, ¶ 10.) Axar is not a mere window-shopper; it now has a significant stake in the future of Pavonia.

Indicative of its serious intentions, Axar requested and received a fully negotiated Stock Purchase Agreement. (*Id.*) That is signed by GBIG Holdings as an offer of sale and is being held in escrow while Axar completes its diligence on this proposed purchase. (*Id.*) For several weeks, Axar has been actively engaged in due diligence along with its legal advisors and actuarial advisors. (*Id.*, ¶ 10–11.) Though Axar continues to conduct diligence and has until November 30, 2021 to do so, GBIG Holdings is unaware of any issues standing in the way of Axar executing the

SPA. (*Id.*, ¶ 12.) It is expected that the terms of the SPA will be discussed with the Rehabilitator and with DIFS in its regulatory role to review the sale under MCL 500.1311 and MCL 500.1315 as the transaction moves forward. If the sale does move forward, then the Rehabilitator’s proposed valuation—which contemplates an auction or sales process for Pavonia—is simply unnecessary.

The Rehabilitator contends in its Response that the proposed transaction with Axar is “speculative.” Far from it. As noted above, this deal has progressed significantly. Though GBIG Holdings is not in a position to share the fully negotiated SPA or a term sheet with this Court due to confidentiality concerns, it has today provided those documents to the Rehabilitator and its counsel with some redactions under a promise of confidentiality and in a good-faith attempt to educate the Rehabilitator about the status of this proposal.

The Rehabilitator also accuses GBIG Holdings, LLC of engaging in unnecessary delay, stating that “‘more delay’ has been GBIG Holdings’ constant refrain, and we are now over two years into this rehabilitation.” (Response, p 8.) The Rehabilitator seems to forget the history of this matter: it was Aspida and the Rehabilitator who caused the delay from July 2020 to the present date by unlawfully seeking to compel a sale that, as the Michigan Court of Appeals has held, the Rehabilitator had no legal right to force. At least 13 months of delay is attributed to Aspida and the Rehabilitator, not GBIG Holdings. And much of the remaining delay in this rehabilitation has been the result of actions by persons other than GBIG Holdings—including an Objection by Independent Insurance Group, LLC, the claim of the U.S. government, and other issues not in GBIG Holdings’ control. GBIG Holdings can assume responsibility for the one-month delay it requested to attempt to negotiate a resolution with Aspida. But accusing GBIG Holdings of being responsible for two years of delay is both grossly hyperbolic and unfair. The important point is simply this: GBIG Holdings and Axar are highly motivated to move quickly to sell Pavonia,

accomplish the goals shared by the Rehabilitator, this Court, and GBIG Holdings, and, ultimately, end this proceeding. That is the simplest means of resolving this matter—not more litigation.

The Rehabilitator also alludes to the necessity to conduct a valuation of Pavonia even in the event of a sale to Axar. (Rehabilitator’s Response, p 5.) That claim is unfounded. This Court has already found that the sale of Pavonia to Aspida Holdco for \$75 million was a fair market value for the company. The proposed sale to Axar will exceed this value. Moreover, the principal beneficiary of any consideration from such a sale is GBIG Holdings, LLC—not policyholders. GBIG Holdings has contractually agreed to the purchase price in the negotiated SPA referred to above. Therefore, there is no reason for a valuation to be conducted by Willis Towers in order for this Court to determine that such a sale is reasonable. Because Axar is likely to move forward with a sale, this Court should not approve the expenditure of a significant sum of funds for an unnecessary valuation.

III. Even if a valuation were not premature, it is inadvisable for several reasons.

Yet even if a valuation were appropriate at this juncture, GBIG Holdings objects to the appointment of Willis Towers specifically for three additional reasons.

First, Willis Towers has a conflict of interest and the appearance of bias because the personnel of Willis Towers has been involved as adverse witnesses opposite of GBIG Holdings in recent litigation concerning a transaction that Willis Towers brokered. (Ex C, Notice of Deposition.) Willis Towers being directly adverse to GBIG Holdings in that matter undermines the confidence that can be placed in any valuation of Pavonia issued by that company and raises the concern that they will not maximize the value that GBIG Holdings would obtain in a transaction. The engagement is thus objectionable for that reason.

Second, the \$250,000–\$275,0000 engagement is unreasonably expensive for a valuation, which should cost less than \$50,000. Indeed, GBIG Holdings’ consultant, Bob Alban, who has led

mergers and acquisitions for a Fortune 1000 insurer and has extensive experience in the insurance industry, notes that a boutique actuarial firm like Lewis and Ellis would likely charge less than \$50,000 to produce a valuation report. (Alban Affidavit, ¶ 13.) Yet Willis Towers proposes to charge more than five times that amount and up to \$275,000. The Rehabilitator says this expense was cheap compared to other proposals but does not support this. In contrast, GBIG Holdings' claim concerning Lewis and Ellis is supported by Mr. Alban's opinion as a result of prior transactions. The extraordinary expense associated with the Willis Towers valuation underscores that the Rehabilitator should not be moving forward with the engagement at this time given that no Plan of Rehabilitation has even been adopted that would require an auction process.

Finally, the engagement of Willis Towers is unlikely to provide the highest and best value for Pavonia. It is possible that the cause of the unreasonable expense projection from Willis Towers is that it plans to be engaged for more than a mere valuation—in other words, it plans to run a full sale process. If that is the case, then its engagement is even more premature for the reasons already noted, and is also inadvisable. As noted by Bob Alban, “if Willis Towers Watson is engaged to conduct a sales process, it is unlikely to identify purchasers who will provide the greatest value for Pavonia.” (Alban Affidavit, ¶ 14.) Willis Towers has traditionally brokered reinsurance transactions to traditional reinsurance companies, but “Pavonia would not be an attractive target to Traditional Reinsurers given the complexity of the business relative to its size” as it represents “a very small transaction for Traditional Reinsurers” and is likely to result in “a sub-optimal price.” (*Id.*) Accordingly, engaging Willis Towers is inadvisable.

CONCLUSION AND RELIEF REQUESTED

For the above reasons, GBIG Holdings, LLC objects to this Court's entry of its Order Granting *Ex Parte* Petition for Approval of Willis Towers Watson's Compensation as Valuation Actuaries and asks that this Court vacate such order until such time as a new Plan of Rehabilitation has been adopted.

Respectfully Submitted,

CLARK HILL PLC



Peter B. Kupelian (P31812)
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, MI 48009
(248) 530-6336
pkupelian@clarkhill.com

Ronald A. King (P45088)
Zachary C. Larsen (P72189)
Clark Hill PLC
212 E. Cesar E. Chavez Ave.
Lansing, MI 48906
(517) 318-3015
rking@clarkhill.com
larsenz@clarkhill.com
Counsel for GBIG Holdings, Inc.

Dated: October 20, 2021

EXHIBIT A



Dykema Gossett PLLC
Capitol View
201 Townsend Street, Suite 900
Lansing, MI 48933
WWW.DYKEMA.COM
Tel: (517) 374-9100
Fax: (517) 374-9191
Direct Dial: (517) 374-9139
Direct Fax: (517) 659-5923
Email: KZale@dykema.com

October 15, 2021

Via Hand-Delivery

Clerk of the Court
Ingham County Courthouse
315 S. Jefferson, 3rd Floor
Mason, MI 48854

Re: *Anita G. Fox v. Pavonia Life Insurance Company of Michigan*
Case No. 19-504-CR

Dear Clerk:

Enclosed for filing is the original and Judge's copy of the Joint Notice of Settlement and Termination of Stock Purchase Agreement in the above-referenced matter, as well as Proof of Service. Please stamp the additional copy and return to the waiting courier. Thank you.

Sincerely,

Karlene K. Zale
Legal Administrative Assistant to
Lori McAllister

Enclosures

cc: Christopher L. Kerr (w/encl.)
Zachary C. Larsen (w/ enc)

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**STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY**

ANITA G. FOX, DIRECTOR OF THE
MICHIGAN DEPARTMENT OF
INSURANCE AND FINANCIAL
SERVICES,

Petitioner,

v

PAVONIA LIFE INSURANCE COMPANY
OF MICHIGAN,

Respondent.

Case No. 19-504-CR

HON. WANDA M. STOKES

[IN REHABILITATION]

Peter B. Kupelian (P31812)
Clark Hill PLC
151 S. Old Woodward Ave., Ste. 200
Birmingham, MI 48009
(248) 530-6336
pkupelian@clarkhill.com

Ronald A. King (P45088)
Zachary C. Larsen (72189)
Clark Hill PLC
212 E. Cesar E. Chavez Ave.
Lansing, MI 48906
(517) 318-3015
zlarsen@clarkhill.com
*Attorneys for Interested Party-Appellant
GBIG Holdings Inc.*


Lori McAllister (P39501)
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, MI 48933
(517) 374-9100
lmcallister@dykema.com

Stephen W. Schwab
DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, IL 60606
(312) 368-4000
stephen.schwab@us.dlapiper.com
*Attorneys for Interested Party-Appellee
Aspida Holdco, LLC*

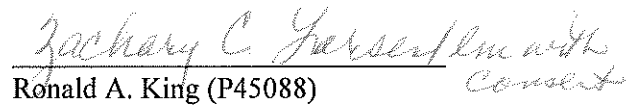
Christopher L. Kerr (P57131)
Aaron W. Levin (P81310)
Assistant Attorney General
Department Of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
KerrC2@michigan.gov
Attorneys for Petitioner-Appellee

**JOINT NOTICE OF SETTLEMENT and
TERMINATION OF STOCK PURCHASE AGREEMENT**

Aspida Holdco, LLC (“Aspida”) and GBIG Holdings, LLC (“GBIG”), through their attorneys, hereby give notice that they have reached a settlement, resulting in the termination of the Stock Purchase Agreement dated July 9, 2019. Aspida and GBIG hereby withdraw with prejudice any pending motions or contested matters between Aspida and GBIG. Aspida states that it does not need to be served with future pleadings in this matter.



Lori McAllister (P39501)
Attorneys for Aspida Holdco, LLC



Ronald A. King (P45088)
Zachary C. Larsen (P72189)
Attorneys for GBIG Holdings, LLC

STATE OF MICHIGAN
CIRCUIT COURT FOR THE COUNTY OF INGHAM

ANITA G. FOX, Director of the Michigan
Department of Insurance and Financial
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Petitioner,

v.

PAVONIA LIFE INSURANCE COMPANY
OF MICHIGAN,

Respondent.

Case No. 19-504-CR

Hon. Wanda M. Stokes

CERTIFICATE OF SERVICE

I hereby certify that on October 15, 2021, I caused to have served by electronic mail and first class mail, a copy of the Joint Notice of Settlement and Termination of Stock Purchase Agreement, upon the following:

Christopher L. Kerr
Aaron W. Levin
Assistant Attorney General
Department Of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
KerrC2@michigan.gov

Peter B. Kupelian
Ronald A. King
Zachary C. Larsen
Clark Hill PLC
Attorney for GBIG Holdings
212 E. Cesar E. Chavez Ave.
Lansing, MI 48906
zlarsen@clarkhill.com

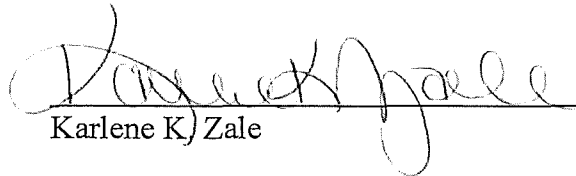

Karlene K. Zale

EXHIBIT B

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM**

ANITA G. FOX, Director of the Michigan
Department of Insurance and Financial
Services,

Case No. 19-504-CR

Hon. Wanda M. Stokes

Petitioner,

v.

PAVONIA LIFE INSURANCE COMPANY
OF MICHIGAN,

Respondent.

Christopher L. Kerr (P57131)
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Assistant Attorneys General
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P. O. Box 30736
Lansing, MI 48909
(517) 335-7632
Counsel for Petitioner

Peter B. Kupelian (P31812)
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, MI 48009
(248) 530-6336
pkupelian@clarkhill.com

Ronald A. King (P45088)
Zachary C. Larsen (P72189)
Clark Hill PLC
212 E. Cesar E. Chavez Ave.
Lansing, MI 48906
(517) 318-3015
rking@clarkhill.com
larsenz@clarkhill.com
Counsel for GBIG Holdings, Inc.

**AFFIDAVIT OF BOB ALBAN IN SUPPORT OF GBIG HOLDINGS, INC.'S
OBJECTION TO EX PARTE ORDER APPROVING WILLIS TOWERS WATSON'S
COMPENSATION AS VALUATION ACTUARIES**

State of New Hampshire)
)
County of Hillsborough)

Bob Alban, being first duly sworn, deposes and says as follows:

1. I am over the age of eighteen and have personal knowledge of the facts stated in this Affidavit and, if sworn as a witness, I am competent to testify to these facts.

2. I am currently employed as the Co-Founder and Principal of Montshire Advisors, an insurance advisory firm.

3. In that role, I have brokered reinsurance transactions, advised insurers on product, distribution, and FHLB matters, and represented investments and investment firms to the US life insurance industry. Additionally, I have significant expertise in rating agency and regulatory capital models, reinsurance, Federal Home Loan Bank matters, as well as an understanding of the life and annuity product and distribution marketplace.

4. Prior to co-founding Montshire Advisors, I led corporate development at National Life Group, a Fortune 1000 insurance company where I focused on capital optimization structures and transactions such as reinsurance, corporate owned life insurance, certified capital companies and other tax advantaged investments, interest rate and equity market hedging, and Federal Home Loan bank programs.

5. Additionally, my industry experience includes having led mergers and acquisitions at Sentry Insurance, a Fortune 1000 property and casualty insurer, and holding business development positions with GXS (formerly GE Information Services), ITOCHU International (an \$86 Billion Japanese conglomerate) and Westinghouse.

6. I hold a Bachelor of Science degree in Mechanical Engineering from West Virginia University and a Master of Business Administration degree from Georgetown University.

7. I also hold Series 7 and Series 66 securities licenses, my life producer and reinsurance intermediary license, and I am a registered representative of Castle Hill Capital Partners Inc., a registered Broker-Dealer with the SEC, and a member of FINRA, NFA, and SIPC.

8. I am familiar with the affairs and financials of Pavonia Life Insurance Company of Michigan (“Pavonia”) as I have been involved with matters relating to Pavonia, including proposed

or potential transactions, since approximately July 2020 in my capacity as a consultant to GBIG Holdings, LLC.

9. GBIG Holdings, LLC has recently identified a purchaser for Pavonia, Axar Capital. Axar entered into a term sheet with GBIG Holdings LLC on August 3, 2021 to (i) purchase or refinance the Ares loan to GBIG Holdings secured by the stock of Pavonia and (ii) subsequently purchase Pavonia, subject to regulatory approval.

10. On October 6, 2021, Axar completed the first step of this transaction, purchasing the approximately \$28 million dollar loan from Ares secured against the stock of Pavonia. As part of the loan transaction Axar completed substantial diligence over the course of several weeks. Axar was supported in its diligence by its legal advisor, Debevoise and Plimpton and its actuarial advisor, Actuarial Risk Management (“ARM”). As a closing condition of the loan transaction, Axar required that GBIG Holdings fully negotiate a purchase and sale agreement (“SPA”), sign the SPA, and hold the SPA in escrow so that Axar Capital may complete its purchase diligence and fully execute the SPA on or before November 30, 2021.

11. Axar’s remaining diligence is focused on transaction structuring for tax and other considerations, evaluation of key service providers and refining its operational plan, further diligence of the Canadian business with regard to potential tax exposure, and further diligence of the reinsurance agreements to understand any constraints and recapture risks.

12. We are not aware of any issues standing in the way of Axar executing the SPA on or before November 30, 2021 and Axar continues to communicate that it intends to execute the agreement on or before November 30, 2021 and promptly thereafter deliver a Form A filing to the DIFS. Our confidence in Axar executing the SPA on or before November 30, 2021 is further supported by their perseverance and flexibility to work through complexities and challenges of the

loan transaction with Ares. While Axar wishes that the terms of the transaction remain confidential at the current time, we intend to introduce Axar to the Michigan rehabilitator in the coming weeks once Axar has refined its view on post-closing structure and operations and is therefore in a position to accurately communicate its plan.

13. In my opinion, the Willis Towers Watson proposal to be engaged for \$250,000 to \$275,000 is unreasonably expensive for a valuation. Given that there is an existing and current cash flow model to use as a starting point to create a valuation report, a boutique actuarial firm such as Lewis & Ellis would likely charge less than \$50,000 to produce a valuation report. Accordingly, the Willis Towers Watson engagement appears directed more to the potential sale of Pavonia than a simple valuation. Further transparency into the Willis Towers Watson engagement should be provided if it entails more than a valuation as presented to the court.

14. Further, based upon my experience, it is my opinion that if Willis Towers Watson is engaged to conduct a sales process, it is unlikely to identify purchasers who will provide the greatest value for Pavonia. Historically, Willis Towers Watson has brokered reinsurance transactions to traditional reinsurance companies such as Munich Re, Swiss Re, Canada Life Re, RGA, and SCOR (“Traditional Reinsurers”). Pavonia would not be an attractive target for Traditional Reinsurers given the complexity of the business relative to its size. Pavonia would be a very small transaction for Traditional Reinsurers. Accordingly, if they bid at all Traditional Reinsurers would likely reflect this view in a sub-optimal price. The best buyer of Pavonia is likely an emerging player who is willing to pay a premium for the platform and/or who has unique knowledge or affinity for the underlying business of Pavonia.

15. Since Axar intends to execute the SPA on or before November 30, 2021, approximately 40 days from now, it is not clear what is lost in the unlikely event Axar does not


move forward within the next 40 days. A 40-day standstill does not seem overly burdensome. On the other hand, moving forward with the Willis Towers Watson engagement will certainly incur \$250,000 to \$275,000 of cost from the assets of Pavonia, it will likely compete for the same resources at Aspida that are supporting the Axar diligence work thus potentially delaying the Axar effort, and it may create confusion in the marketplace, which may put the Axar transaction in hand at risk.

I DECLARE THE ABOVE STATEMENTS TO BE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.



Bob Alban
Principal, Montshire Advisors

Subscribed and sworn to before me
this 20th day of October, 2021.



Carmen J. Gagnon, Notary Public

Hillsborough County, New Hampshire

My Commission expires:

Acting in the county of Hillsborough

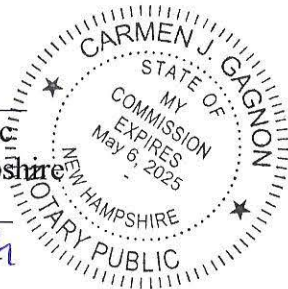


EXHIBIT C

UNITED STATES DISTRICT COURT
for the

Middle District of North Carolina

Universal Life Insurance Company

Plaintiff

v.

Gregory E. Lindberg

Defendant

Civil Action No. 1:20-CV-00681-LCB-JEP

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Michael L. Kaster, 10665 Kings Mills Dr., Carmel, IN 46032

(Name of person to whom this subpoena is directed)

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Table with 2 columns: Place (550 Congressional Blvd. Suite 115, Carmel, IN 46032) and Date and Time (09/23/2021 10:00 am)

The deposition will be recorded by this method: Under oath, stenographically recorded, and videotaped.

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/20/2021

CLERK OF COURT

OR

/s/ Jared T.S. Pace

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Gregory E. Lindberg, who issues or requests this subpoena, are:

Jared T.S. Pace, Condon Tobin Sladek & Thornton PLLC, 8080 Park Lane, Suite 700, Dallas, Texas 75231, jpace@ctstlaw.com; 214-265-3800

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:20-CV-00681-LCB-JEP

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named individual as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION

UNIVERSAL LIFE INSURANCE)
COMPANY,)
)
 Plaintiff/Counter-Defendant,) Case No. 1:20-cv-00681-LCB-JEP
v.)
)
 GREG E. LINDBERG,)
)
)
 Defendant/Counter-Plaintiff.)

NOTICE OF DEPOSITION TO MICHAEL L. KASTER

To: Michael L. Kaster, 10655 Kings Mills Dr., Carmel, IN 46032

PLEASE TAKE NOTICE that, pursuant to Rule 30 of the Federal Rules of Civil Procedure, attorneys for Defendant, Gregory E. Lindberg will take the oral deposition of Michael L. Kaster on **September 23, 2021, beginning at 10:00 a.m. EST** and continuing thereafter from day to day, Sundays and holidays excepted, until completed. The deposition will be conducted remotely via Esquire or other videoconferencing technology. The oral examination shall be transcribed by a Court Reporter and may be videotaped by a videographer and will continue from day to day until completed.

Dated: August 20, 2021

**CONDON TOBIN SLADEK THORNTON
NERENBERG PLLC**

/s/ Jared T.S. Pace

Aaron Z. Tobin

N.C. Bar No. 50019

Texas Bar No. 24002845

atobin@condontobin.com

Jared T.S. Pace (*pro hac vice*)

jpace@condontobin.com

8080 Park Lane, Suite 700

Dallas, Texas 75231

Telephone: (214) 265.3800

Facsimile: (214) 691.6311

and

FOX ROTHSCHILD LLP

Matthew Nis Leerberg

N.C. State Bar No. 35406

mleerberg@foxrothschild.com

434 Fayetteville Street, Suite 2800

Raleigh, NC 27601

Telephone: (919) 755.8700

Facsimile: (919) 755.8800

Counsel for Gregory E. Lindberg

CERTIFICATE OF SERVICE

The undersigned hereby certifies a copy of the foregoing document was served upon all parties of record by email as follows:

Christopher G. Browning, Jr.

Chris.browning@Troutman.com

Chelsea L. Merritt

Chelsea.Merritt@Troutman.com

TROUTMAN, PEPPER, HAMILTON, SANDERS LLP

305 Church at North Hills Street, Suite 1200

Raleigh, NC 27609

/s/ Jared T.S. Pace

Jared T.S. Pace