

# Blattmachr Affirmation Exhibit A

## Proposed Plan Approval Order

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BROOME

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In the Matter of the Rehabilitation of

Index No. EFCA2024001871

COLUMBIAN MUTUAL LIFE  
INSURANCE COMPANY.

**PLAN APPROVAL ORDER**

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The petition for approval of the rehabilitation plan filed by the Acting Superintendent of Financial Services of the State of New York (the “**Superintendent**”), as the court-appointed rehabilitator (the “**Rehabilitator**”) of Columbian Mutual Life Insurance Company (“**CML**”), is supported by the following orders, pleadings affidavits and other papers:<sup>1</sup>

- a. the Verified Petition filed in the Supreme Court of the State of New York, County of Broome (the “**Court**”) on July 10, 2024 commencing this rehabilitation proceeding (the “**Rehabilitation Proceeding**”) and seeking relief under Article 74 of the New York Insurance Law (“**Insurance Law**”);
- b. that certain Court order entered August 13, 2024 (the “**Rehabilitation Order**”) among other things, placing CML into rehabilitation under the Insurance Law and appointing the Superintendent as Rehabilitator;
- c. the Plan of Rehabilitation for CML filed on December 12, 2025, together with all exhibits thereto (collectively, the “**Plan**”), which includes the Master Transaction Agreement (the “**Transaction Agreement**”) that contemplates, among other things, (i) the preservation of all Policyholder Benefit Claims, (ii) an amendment to the CML charter (the “**Charter Amendment**”) to, among other things, convert CML to a stock insurance company and to cancel, release, discharge and

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan (as defined herein).

extinguish all Equity Interests without payment to or receipt of any distribution, property or other value by Members on account of such Equity Interests and (iii) the issuance of all of the shares of common stock of the reconstituted CML, free and clear of all Liens (all of such shares of stock of the reconstituted CML, the “**CML Shares**”) in consideration of the Purchaser’s Contribution, each as more particularly described in the Plan (collectively, the “**Transactions**”);

- d. the Disclosure Statement filed on December 12, 2025 (collectively with all exhibits, the “**Disclosure Statement**”), which the Rehabilitator provided to the Policyholders;
- e. the Rehabilitator’s Petition dated December 12, 2025 and exhibits thereto in support of approval of the Plan (the “**Approval Motion**”) filed, on December 12, 2025;
- f. [other affidavits filed on \_\_\_\_\_, 202\_ in further support of the Plan];
- g. that certain Court order entered on December \_\_, 2025 (the “**Scheduling Order**”), establishing the form of notice of hearing to consider approval of the Plan (the “**Plan Approval Hearing**”), the manner of giving such notice, the procedure for objection to the approval of the Plan and the deadline for filing such objections;
- h. the Certificate(s) of Service of [\_\_\_\_\_-] filed on [\_\_\_\_\_], 2025 (the “**Certificate(s) of Service**”);
- i. [the objection to the Plan filed by [-];]
- j. [the Rehabilitator’s reply to any such objections and in further support of approval of the Plan (the “**Reply**”), filed on [●][●], 2026;] and

- k. the testimony and arguments of counsel presented at the Plan Approval Hearing held on [●][●], 2026 to consider approval of the Plan.

This Court, having:

- a. reviewed and considered the Approval Motion and the exhibits thereto, the Plan, the Disclosure Statement, [the affidavits], [the objections], [the Reply], the Certificate(s) of Service, and all pleadings, exhibits, statements, responses, and comments regarding approval of the Plan, including any objections, statements, and reservations of rights filed by parties in interest on the docket of the Rehabilitation Proceeding;
- b. held the Plan Approval Hearing;
- c. heard the statements and arguments of counsel regarding approval of the Plan;
- d. considered all oral representations, live testimony, written direct testimony, declarations/affidavits, exhibits, documents, filings, and other evidence presented at the Plan Approval Hearing;
- e. overruled all objections to approval of the Plan, except as otherwise stated or indicated on the record, and resolved any statements and reservations of rights that were not consensually addressed, agreed to, or withdrawn; and
- f. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in this Rehabilitation Proceeding.

NOW, THEREFORE, the Court, hereby makes the following findings of fact and conclusions of law:

- A. In respect of the Policyholders, the notice of the Plan Approval Hearing was given in accordance with the Scheduling Order, which provided the Policyholders a

reasonable and appropriate opportunity to (i) review and consider the Plan, the Transactions and the terms of this Order and the Plan and (ii) object to the approval of the Plan and any relief to be granted by the Court incidental thereto. In respect of the creditors, claimants, and other parties in interest, the notice of the Plan Approval Hearing was given in accordance with the Scheduling Order by publication in a newspaper of general circulation nationwide and by posting on the website of the New York Liquidation Bureau.

- B. The record of this Rehabilitation Proceeding, along with the legal and factual bases set forth in the documents filed in support of the Plan and presented at the Plan Approval Hearing, establish good and sufficient cause for the relief granted in this Order.
- C. The Plan, the Transaction Agreement and the Transactions are in the best interests of, and are fair and equitable to, all Policyholders, creditors, claimants and other parties in interest.
- D. The approval of the Plan, the Transaction Agreement and the Transactions are governed in their entirety by Article 74 of the Insurance Law. The approval of the Plan by the Court under Article 74 of the Insurance Law, upon notice and the Plan Approval Hearing, authorizes, (i) the Charter Amendment to convert CML to a stock insurance company and to cancel, release, discharge and extinguish all Equity Interests without payment to, or receipt of any distribution, property or other value by, Members on account of such Equity Interests and (ii) CML's issuance of the CML Shares to Purchaser in consideration for the Contribution, each as more fully described in the Plan and the Transaction Agreement.

- E. The Plan does not unlawfully discriminate among Policyholders, creditors, claimants or other parties in interest.
- F. The Rehabilitator has taken commercially reasonable steps to identify a qualified party to enter into the Transaction Agreement and the Transactions. The Rehabilitator's sale process that resulted in the Transaction Agreement and the Transactions have been described in the Petition, the Disclosure Statement [and to the Court in the testimony or affidavit of ----], and supports a finding that it was undertaken in good faith, from arm's length bargaining positions, and without collusion or fraud, and the terms of the Transactions are commercially reasonable.
- G. The Rehabilitator has established that upon consummation of the Plan, CML (i) will be solvent under the Insurance Law, (ii) will be in such condition that CML's transaction of business will not be hazardous to its policyholders, creditors or the public, (iii) will have the means to pay all reinsurance assumed under its existing reinsurance agreements with CLIC and (iv) will have received reasonably equivalent value and/or fair consideration from the Purchaser for the CML Shares by virtue of the Contribution pursuant to the terms of the Transaction Agreement. CML's receipt of such Contribution under the Transaction Agreement is the simultaneous exchange of consideration and does not represent the payment of an antecedent debt of CML to Purchaser or its Affiliates.
- H. The actions taken or to be taken by the Rehabilitator and the Purchaser to effectuate the Plan, including in connection with the Transaction Agreement and the Transactions and all actions in furtherance thereof, will fully accomplish the

purposes of the Rehabilitation Proceedings under Section 7403(d) of the Insurance Law as those actions are (i) appropriate under the circumstances of the Rehabilitation Proceeding, (ii) present the best opportunity available to realize the maximum value of CML's assets, (iii) will provide a greater recovery for CML than would be provided by any other presently available alternative, and (iv) is in the best interests of the Policyholders, creditors, claimants, and other parties in interest.

- I. All documents and agreements necessary to implement the Transactions, including the Transaction Agreement shall, upon completion of documentation and execution, be valid, binding and enforceable in accordance with their terms. These documents and agreements are essential elements of the Plan, and entry into and consummation of the Transactions with the Purchaser are in the best interests of the Policyholders, creditors, claimants, and other parties in interest.
- J. The Rehabilitator's decision to seek approval of the Transactions is an appropriate exercise of the Rehabilitator's authority under Article 74 of the Insurance Law and the Rehabilitator has established that it gave due consideration of all relevant facts, circumstances and materials, in consultation with legal counsel experienced in such transactions.
- K. The Purchaser is in all respects a good faith purchaser for value based on the [affirmation] [testimony] of [•], and the Purchaser would not have entered into the Transaction Agreement and would not consummate the Transactions if the Transactions were not consummated pursuant to the Plan, the Transaction Agreement and this Order.

- L. The implementation of the Plan restores CML to solvency and upon the Closing of the Transactions, CML will have adequate capital and surplus to operate its business under applicable Insurance Law subject to the requisite approvals by NYSDFS.
- M. Section 7425 of the Insurance Law does not apply to the Transactions because (i) the Purchaser is not a creditor within the meaning of such term set forth in Section 7425(a) of the Insurance Law, (ii) the Transactions are not being consummated with the intent of giving or enabling any creditor to obtain a greater percentage of his or her debt than any other creditor in the same class under Section 7425(a) of the Insurance Law, (iii) the Purchaser is a bona fide purchaser for value, and (iv) the Transactions are approved by the Rehabilitator.
- N. No vote of Policyholders, creditors, claimants or any other parties in interest is necessary under applicable Law (whether under the Insurance Law or otherwise) to approve the Plan or consummate the Transactions.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. Notice of the Plan, the Transaction Agreement and the Transactions to all Policyholders, creditors, claimants and other parties in interest was provided pursuant to the terms of the Scheduling Order and such notice was legally sufficient notice of the Plan, the Transaction Agreement and the Transactions to all Policyholders, creditors, claimants and other parties in interest to bind all Policyholders, creditors, claimants and other parties in interest.
2. The relief requested, as set forth in the Approval Motion, is granted. The Plan, the Transaction Agreement and the Transactions are each approved in their entirety, as they may

be amended or supplemented by the Rehabilitator and Purchaser through and including the Effective Date in accordance with and as permitted by the Plan and the Transaction Agreement. The failure to include or refer in this Order to any particular article, section, or provision of the Plan or the Transaction Agreement, or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision.

3. The Rehabilitator is hereby authorized to enter into any transaction and take any actions as may be necessary, or as the Rehabilitator deems appropriate in her reasonable discretion, to implement the Plan, the Transaction Agreement, and the Transactions, including, but not limited to, the filing of the Charter Amendment (and resultant extinguishment of the Equity Interests), and the Share Issuance to the Purchaser in consideration for the Purchaser's Contribution, in each case, in accordance with the Plan, the Transaction Agreement and the Insurance Law.

4. The terms of the Plan, and all exhibits thereto, and this Order shall be effective and binding as of the Effective Date on all current and future parties in interest, including on the Purchaser, CML, the Rehabilitator, the Policyholders, creditors, claimants, and any other parties in interest.

5. The total consideration provided by the Purchaser in form of the Contribution pursuant to the Transaction Agreement constitutes reasonably equivalent value and fair consideration under applicable Law.

6. Each federal, state, commonwealth, local, foreign, or other governmental or administrative agency including, without limitation, governmental departments, secretaries of state, federal, state, country, and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record

or release any documents or instruments, is directed and authorized to accept for filing and/or recording any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the Plan, the Transactions, the Transaction Agreement, and this Order, whether or not specifically referred to in the Plan or in any exhibit to the Plan without further order of the Court. This Order, the Form A Approvals together with the acceptance of the Charter Amendment by the New York State Department of State and the amended and restated certificate of authority of CML by the NYSDFS shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and the Transaction Agreement (including any exhibit, schedules and any amendments or modifications thereto), and the Transactions.

7. Upon the acceptance by the New York State Department of State of the Charter Amendment as filed by CML immediately prior to the Article 74 Conversion Effective Time, all Equity Interests shall be extinguished, and neither the Purchaser nor its Affiliates nor the Rehabilitator nor CML shall have any Liability or obligation with respect to Released Obligations and such Equity Interests or the extinguishment thereof.

8. All persons and entities are barred, prohibited and permanently enjoined from asserting any Action based upon, arising out of or relating to the Released Obligations or Equity Interests (or the extinguishment thereof), or taking or continuing any action inconsistent with this Order, the Plan, the Transaction Agreement or the Transactions, including, but not limited to, asserting, prosecuting, or otherwise pursuing any Actions against the Rehabilitator, CML, the Purchaser, any Affiliate of the Purchaser, or any of their respective property, successors, or assigns, including, without limitation, any Actions based on any successor, transferee, derivative

or vicarious liability or any similar theory or applicable state or federal law, including in connection with the Released Obligations, the Charter Amendment and the extinguishment of all Equity Interests resulting therefrom or the Share Issuance to the Purchaser in consideration for the Purchaser's Contribution, in each case as contemplated by the Plan and the Transaction Agreement.

9. Upon the Effective Date, CML shall be released and discharged from these proceedings without further order of the Court and shall resume possession of its property and the operation of its business as a stock life and annuity insurance company, subject to the limitations set forth in the Plan and the Transaction Agreement. Promptly after the Effective Date, the Rehabilitator shall file with the Court a certification that the Effective Date has occurred. After the Effective Date, pursuant to applicable Insurance Law, CML shall be fully subject to the regulation of NYSDFS.

10. On and as of the Effective Date, the Purchaser, the Rehabilitator and each of their former, current and future predecessors, successors, assigns, parents, shareholders, subsidiaries, affiliates and divisions and each of their respective current or former attorneys, agents, advisors, employees, officers, directors, shareholders, principals, members, managers, trustees, representatives, in each case, solely in their capacities as such, and any and all persons or entities acting by, through, under, or in concert with or on behalf of them in such capacities, or any of them shall be released and discharged from any and all Liability arising from their acts or omissions in connection with the Rehabilitation Proceeding to the extent provided in the Plan.

11. Within thirty (30) days after the Effective Date, CML shall send each Policyholder notice of this Order and a Policy Certificate confirming the extinguishment of any Equity Interests applicable to such Policyholder and affirming the continuing obligation of CML

of any Policyholder Benefit Claims applicable to such Policyholder, in each case, in accordance with the Plan, in each case, in form and substance satisfactory to the Rehabilitator and the NYSDFS.

12. Upon the Effective Date, this Order, including the terms of the Plan, shall supersede the Rehabilitation Order to the extent of any inconsistency with the Rehabilitation Order.

13. The Rehabilitator is authorized to hold back funds sufficient to pay any and all outstanding Closing costs or fees and the Rehabilitator's Administrative Expenses, with any remaining balances to be returned to CML if not used.

14. The Rehabilitator and her employees and agents at the New York Liquidation Bureau, after termination of the Rehabilitation Proceeding, are authorized to destroy or otherwise dispose of any and all of the books, files, records (paper and electronic) and other property pertaining to CML or the Rehabilitation Proceeding in its possession and not otherwise returned to CML; provided, however, that any such books, files, records (paper and electronic) and other property that (i) were developed or produced for purposes of measuring or determining the Surplus or Reserves of CML or in connection with the Transactions and (ii) are not in the possession of CML at the Closing, should either be returned to CML or be retained by the Rehabilitator and her employees and agents at the New York Liquidation Bureau in accordance with its customary record retention policies.

15. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order, the Rehabilitation Proceeding, and other matters set forth in the Plan.

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J.S.C