

IT IS ORDERED, ADJUDGED, AND DECREED that the Commissioner's motion is **GRANTED**; an Order of Liquidation with a Finding of Insolvency is hereby entered against Lighthouse Property Insurance;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Commissioner is appointed as Liquidator, Billy J. Bostick appointed as Receiver, and Frank W. McNabb is appointed as Deputy Receiver, of Lighthouse Property Insurance with all of the powers and authority provided by law and are directed to liquidate the property, business and affairs of Lighthouse Property Insurance in accordance with La. R.S. 22: 2001, **et seq.**;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Commissioner and his successor and successors in office became vested by operation of law with the title to all property, contracts, and rights of action of Lighthouse Property Insurance as of April 5, 2022;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all of the contracts, covenants, bonds or policies, evidences, or certificates of coverage or insurance issued by or in the name of Lighthouse Property Insurance in the states of Texas, Florida, South Carolina, and North Carolina, under which any guarantee or insurance is provided, shall be cancelled as follows:

(a) All insurance policies issued by Lighthouse Property Insurance in the states of Texas, Florida, South Carolina, and North Carolina are cancelled upon the earlier of (i) thirty (30) days after the date this Order of Liquidation is entered, at 12:01 a.m. local time of the insured or policyholder of such direct policy or certificate of insurance; (ii) the expiration date of any such direct policy and/or certificate of insurance for which timely notice was given by Lighthouse Property Insurance, if the expiration date is sooner than thirty (30) days after the entry of this Order of Liquidation; or (iii) the date the insured or policyholder of any such direct policy and/or certificate of insurance replaces the direct policy and/or certificate of insurance, or effects cancellation, if the insured or policyholder does so within thirty (30) days after the entry of the Order of Liquidation; and

(b) All executory contracts of Lighthouse Property Insurance may be enforced, cancelled or modified by the Liquidator or Receiver in their discretion or as otherwise ordered by this Court;



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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all Louisiana homeowners' insurance policies issued by Lighthouse Property Insurance ("**Louisiana Policies**") shall not be cancelled as a consequence of the entry this Order of Liquidation and shall remain in effect, binding the policyholders and Lighthouse Property Insurance to the terms and conditions therein, until the expiration, cancellation, or termination of these Louisiana Policies in accordance with the policy provisions, unless otherwise ordered by this Court;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the rights and liabilities of Lighthouse Property Insurance and of its creditors, except those holding contingent claims, and of its policyholders, stockholders, or members and of all other persons interested in its assets shall, unless otherwise ordered by this court, be fixed as of the date of the entry of this Order of Liquidation; the rights of claimants holding contingent claims on the date of the entry of this Order shall be determined in accordance with La. R.S. 22:2001, et seq.;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Liquidator shall notify every holder of a certificate of coverage or contract of insurance issued by Lighthouse Property Insurance in the states of Texas, Florida, South Carolina, and North Carolina, and every known creditor of Lighthouse Property Insurance, of this Order of Liquidation within sixty (60) days of the date of this Order, notwithstanding the provisions of La. R.S. 22:2010 and 22:2011;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Liquidator is authorized to notify persons who may have claims against Lighthouse Property Insurance pursuant to La. R.S. 22:2027 in the following manner:

- (a) By sending notice to all persons who, according to Lighthouse Property Insurance's books and records, have or may have claims against Lighthouse Property Insurance, its property or assets to present and file with the Receiver proper, completed proofs of claim in the form required by this Order on or before 4:30 p.m. CDT on August 23, 2022, at a place specified in the notice. Said notice by the Liquidator shall specify August 23, 2022, at 4:30 p.m. CDT, to be the last day by which a proof of claim may be received by the Receiver for purposes of participating in any distribution of assets that may be made on timely filed claims that are allowed in these proceedings ("**Claim-Filing Deadline**");

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(b) By providing notice to all persons who have or may have claims against Lighthouse Property Insurance, its property or assets by publication in the Baton Rouge Advocate, and any other publications in the states of Texas, Florida, South Carolina, and North Carolina as deemed necessary by the Receiver; the published notice shall: (1) advise all such persons of their right to present their claim or claims against Lighthouse Property Insurance, its property or assets to the Receiver; (2) advise all such persons of the procedure by which they may present their claims to the Receiver; (3) advise all such persons of the location of the Receiver's office where they must present their claims; and (4) specify the Claim-filing Deadline for purposes of participating in any distribution of assets that may be made on timely filed claims allowed in these proceedings;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all persons having, or claiming to have, any accounts, debts, claims or demands against Lighthouse Property Insurance, its property or assets shall present their claims to the Receiver at the place specified in the notice, on or before the Claim-filing Deadline, by way of a properly completed proof of claim; a proof of claim must consist of a statement, under oath, in writing, signed by the claimant, setting forth the following: (1) the specific claim and the consideration provided; (2) whether any payments have been made on the claim, and, if so, what payments; and (3) that the sum claimed is justly owing from Lighthouse Property Insurance to the claimant; whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the proof of claim and, if such instrument is lost or destroyed, a statement of such fact and the circumstances of the loss or destruction shall be filed under oath with the claim; if the claim is secured, the claimant shall identify the claim as a secured claim and shall list all securities held;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Liquidator, the Receiver, and the Deputy Receiver are granted all powers and authority afforded to them by La. R.S. 22:2001, et seq., and other applicable law, including the following:

- (a) To liquidate the property, business and affairs of Lighthouse Property Insurance;
- (b) To deal with the property and business of Lighthouse Property Insurance in his name as commissioner of insurance, in the name of the Receiver, or in the name of Lighthouse Property Insurance;
- (c) To sell or otherwise dispose of the property, or any part thereof, of Lighthouse Property Insurance;



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- (d) To sell or compromise all doubtful or uncollectible debts or claims owing to or by Lighthouse Property Insurance;
- (e) To avoid preferences and liens;
- (f) To avoid fraudulent transfers;
- (g) To audit the books and records of all agents, including producers, of Lighthouse Property Insurance insofar as those records relate to the business activities of Lighthouse Property Insurance;
- (h) To enter into agreements or contracts as necessary to carry out the order to liquidate;
- (i) To affirm or disavow any contracts to which Lighthouse Property Insurance is a party;
- (j) All powers and authority conferred to the Commissioner as Rehabilitator, the Receiver and the Deputy Receiver in the Orders of Rehabilitation to the extent such powers and authority do not conflict with this Order of Liquidation or Louisiana law governing the liquidation of insurers;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Liquidator is authorized to coordinate the operation of the Receivership with the applicable guaranty associations of the States of Texas, Florida, South Carolina, North Carolina, and Louisiana and, in the Liquidator's discretion, to enter into such contracts with any applicable guaranty association as may be required to effectuate the liquidation of Lighthouse Property Insurance;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all individuals and entities are enjoined and stayed from obtaining preferences, attachments, or other like liens or the making of any levy against Lighthouse Property Insurance, its property or assets until further order of this Court;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all individuals and entities are enjoined from instituting or taking further action in any suit or proceeding, and from pursuing, obtaining or executing a judgment, against Lighthouse Property Insurance, its property, or assets, the Commissioner in his capacity as Liquidator of Lighthouse Property Insurance, the Receiver, and the Deputy Receiver except with the concurrence of the Liquidator, Receiver or Deputy Receiver or until further written order of this Court;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all suits, proceedings, seizures and any other legal actions against Lighthouse Property Insurance or its policyholders, or relating to Lighthouse Property Insurance's possible obligation to provide a defense to any party in any court pursuant to any policy of insurance or certificate of coverage



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issued or assumed by Lighthouse Property Insurance, or the ownership, operations, management, or control of Lighthouse Property Insurance, except with the concurrence of the Liquidator, Receiver or Deputy Receiver or until further written order of this Court;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there shall be no liability on the part of, and no cause of action of any nature shall exist against, the Louisiana Department of Insurance or its employees, the Commissioner as Liquidator, the Receiver, the Deputy Receiver, their assistants, contractors, or attorneys; or the attorney general's office for any action taken by them in performance of their powers and duties under the law;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all individuals and entities are enjoined from interfering with these proceedings, the conduct of the business of Lighthouse Property Insurance by the Liquidator, Receiver or Deputy Receiver, and their management, possession and control of Lighthouse Property Insurance or any title, rights or interest therein, and from wasting the assets of SNFIC, until further order of this Court;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Commissioner as Liquidator, the Receiver, and the Deputy Receiver shall be granted all legal and equitable relief as may be necessary to fulfill their duties and for such other relief as the nature of the case and the interest of Lighthouse Property Insurance or its policyholders, creditors, or the public, may require; and except as expressly provided herein, nothing in this Order shall limit the powers, authority and protections granted to the Liquidator, Receiver or Deputy Receiver in connection with this proceeding under Louisiana law;

IT IS FURTHER ORDERED , ADJUDGED, AND DECREED that all provisions set forth in this Court's prior orders issued in this proceeding, including the Order of Rehabilitation issued April 5, 2022, shall remain in full force and effect to the extent they do not conflict with this Order of Liquidation or Louisiana law governing the liquidation of insurers;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Commissioner and the Receiver may require that any company which contributed capital to Lighthouse Property Insurance, either directly or through a related holding or management company, since January 1, 2021, including but not limited to IPG LLC of Delaware and Gamma Financial Group, shall designate one or more officers, directors, or managing agents, or other persons who consent to

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testify on its behalf, who shall be examined in Baton Rouge, Louisiana, at the office of undersigned counsel, and testify as to all matters known or reasonably available to the organization, regarding all aspects of these proceedings, and shall produce in connection therewith full and complete documentation regarding all sources of capital contribution to Lighthouse Property Insurance since January 1, 2021, associated debt service and cost of capital, and security granted; and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Billy Bostick, Robert Crawford, Cara Bostick, Frank McNabb, Philip D'Antonio, Nathan Strebeck, Norie Falgoust, Heath Soileau, and Donna Jones be and each is hereby appointed as a private process server of any rehabilitation, liquidation, or related order issued in this proceeding, which service may be by national express carrier or U.S. Certified Mail, return receipt requested.

SO ORDERED, READ AND SIGNED at Baton Rouge, Louisiana, this 28 day of April, 2022.



Honorable Richard "Chip" Moore, III
Judge, 19th Judicial District Court

Order submitted by:
By Attorneys,
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THIS ORDER IS ISSUED IN CONNECTION WITH THE MOTION OF JAMES J. DONELON, COMMISSIONER OF INSURANCE FOR THE STATE OF LOUISIANA IN HIS CAPACITY AS REHABILITATOR, FOR AN ORDER OF LIQUIDATION WITH A FINDING OF INSOLVENCY.





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