UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 04-60573-CIV-MORENO/STRAUSS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MUTUAL BENEFITS CORP., *et al*,

Defendants.
_______________________________________/

TRUSTEE'S MOTION TO APPROVE
(1) SALE OF POLICIES TO ACHERON PORTFOLIO TRUST;
(2) PROPOSED ALLOCATION AND DISTRIBUTION PROCEDURES;
AND (3) SETTLEMENT WITH ACHERON CAPITAL, LTD.

Barry Mukamal, as Trustee ("Trustee") of the Mutual Benefits Keep Policy Trust ("Trust'), submits this motion to approve:

(1) the sale of the Trust's Tranche A[1], A-1 and B policies to Acheron Portfolio Trust ("APT") for the total sum of $24 million (subject to adjustments pursuant to the terms of the Asset Purchase Agreements);

(2) proposed distribution procedures for the allocation and distribution of the net proceeds of sale; and

(3) a settlement between the Trust and Acheron Capital, Ltd. ("Acheron Capital") and its related entities (collectively, the "Acheron Parties," as identified further below), which will resolve the Acheron Parties' asserted and potential objections to the proposed sale of the Trust's remaining policies, the proposed allocation and distribution procedures, and pending and potential litigation

[1] Unless otherwise defined, the capitalized terms in this Motion shall have the meaning ascribed to them in the Sale Procedures Motion or in the Settlement Agreement attached hereto, as applicable.

matters between the Acheron Parties and the Trust.[2]

The foregoing resolution: will enable a prompt closing of the sale of the Trust's policies for a fair value substantially in excess of the "stalking horse" bids the Trustee received; will enable the allocation and distribution of the net proceeds of the sale in a fair manner with minimal dispute and delay based on a determination of each Policies' relative value made by independent third party actuaries, and; will substantially facilitate the liquidation and wind down of the Trust and distributions to Keep Policy Investors. In support, the Trustee states:

BACKGROUND

The Receivership and the Trust

This case began in 2004 as an S.E.C. receivership action brought against Mutual Benefits Corporation ("MBC"), which was unlawfully selling fractional interests in viaticated insurance policies. The Court appointed Roberto Martinez as receiver ("Receiver") to take control of and administer the assets of MBC, which consisted primarily of these viaticated polices in which thousands of investors had been fraudulently induced to purchase fractional interests. During the course of the receivership, the Receiver, at the Court's direction, gave investors the option of electing to "sell" or "keep" the policies in which they had acquired interests. After a time-consuming "voting" process, policies in which a majority of the investors (by dollar amount) voted to "sell" were designated for sale, and policies in which a majority of the investors voted to "keep" were retained, with the investors becoming responsible for their pro rata share of the premiums and administrative fees associated with the continued maintenance of the policies.

[2] This Motion summarizes key terms of the settlement for the benefit of the Court and the parties. The complete terms of the settlement are set forth in the attached Settlement Agreement and the terms of the Settlement Agreement control in the event of any conflict.

In 2009, as the receivership was reaching its conclusion, the Receiver created the Mutual Benefits Keep Policy Trust as a means of continuing to hold and maintain the "Keep Policies." When the Trust was created, it held 2,403 policies with a total face value of $886 million, As of the beginning of this year, the Trustee had distributed more than $542 million in death benefits as policies have matured. As of December 1, 2022, the Trust continues to hold 872 policies with a total face value of approximately $167 million in which there are 1,689 fractional investment interests held by Keep Policy Investors.

Various trusts managed by Acheron Capital – APT, Avernus Portfolio Trust, Lorenzo Tonti 2006 Trust and STYX Portfolio Trust (the "Acheron Trusts," and with Acheron Capital, the "Acheron Parties")[3] – hold, according to the records of the Trust maintained by the Trust's servicer, Litai Assets, LLC ("Litai"), 678 fractional investment interests in the Keep Policies as a result of acquisitions from the Trustee when the original Keep Policy Investors "forfeited" their interests by failing to pay their share of the premiums and administrative fees associated with those interests. As of December 1, 2022, according to the records of the Trust maintained by Litai, the fractional interests held by the Acheron Trusts represent approximately 63% of the face value of the Keep Policies owned by the Trust.

The Wind-Down Motion and Request for Instructions Regarding Trust Termination

On February 24, 2020, after more than a decade of operating the Trust, the Trustee filed the *Trustee's Motion to Authorize the Initiation of Trust Wind Down and Termination* ("Trustee Wind Down Motion") (DE#2609), indicating his intention to initiate an orderly wind down and eventually liquidation of the Trust through a process that was expected to take 18-36 months. As indicated in the Trustee Wind Down Motion, the anticipated wind down of the Trust was driven by the fact that

[3] APT advises that all of the assets of the Avernus Portfolio Trust, Lorenzo Tonti 2006 Trust and STYX Portfolio Trust have been assigned to APT.

the cost of administering the Trust, its policies, and assets was anticipated to become prohibitively expensive due in large part to the increased litigation costs incurred by the Trust as a result of litigation by the Acheron Parties. *Id.* at 3.

The Trustee Wind Down Motion further noted that the Trust Agreement expressly contemplated and addressed the ultimate termination of the Trust, and expressly directed the manner by which the Trust's primary assets, the "Keep Policies," would be liquidated:

> This Trust Agreement shall terminate upon the final disposition of all Keep Policies, whether by maturity, sale, surrender, or lapse, and the distribution of all other Trust Assets in accordance with the terms of the Servicing Agreement.

Trust Agreement at Section 8.

> [T]he Trustee shall have the following powers and duties: … ***In the event that the Servicing Agreement is terminated or expires and the continued servicing of the Keep Policies becomes unfeasible, to authorize and direct the sale, surrender, or lapse of the Keep Policies, and to distribute the proceeds, if any, of the Keep Policies upon such sale, surrender or lapse, to the Keep Policy Investors in such manner as the Trustee determines to be appropriate***.

Id. at Section 3.1(b)(xvii) (emphasis added).

The Trustee Wind Down Motion was filed after extensive discussions regarding the anticipated timing and process of the Trust's ultimate liquidation between the Trustee and the Acheron Parties. The Acheron Parties had filed a motion ("Acheron Wind Down Motion") (DE#2593) seeking the immediate liquidation of the Trust, with the policies effectively to be turned over to the Acheron Parties' control, with a limited, fixed, non-market tested "buy-out" option for investors who did not wish to participate in an investment controlled by the Acheron Parties. The Court on July 27, 2020 entered a Report and Recommendation to approve the Trustee Wind Down Motion and deny the Acheron Wind Down Motion, determining that the Trust Agreement "uncontrovertibly authorizes the Trustee to take the steps he proposes." (DE#2723 at 18, 20). On November 16, 2020, Judge Moreno adopted the Report and Recommendation (DE#2825).

After the Court ruled on the Trustee Wind Down Motion, the Trustee continued to explore and evaluate mechanisms for the Trust's ultimate liquidation. On March 15, 2021, the Trustee filed a Status Report (DE#2882) reflecting his intention, after extensive evaluation, and consistent with the express authority provided in the Trust Agreement regarding Trust liquidation, to proceed with the liquidation of the Trust's remaining policies through a sale of the portfolio in an auction process following the selection of a "stalking horse" bid that would set the floor and parameters for further bidding. The Status Report also laid out the steps intended to be taken by the Trustee in connection with the proposed sale, in order to maximize the value of the portfolio for the benefit of all investors.

In response to objections from the Acheron Parties, the Court agreed to treat the March 2021 Status Report as a request for instructions from the Trustee. After extensive briefing, the Court issued a Report and Recommendation that the request for instructions be granted (DE#2941). After further objections from the Acheron Parties, Judge Moreno entered an Order adopting the Report and Recommendation, determining that "the Trustee is empowered to sell whole Keep Policies as part of his wind down and liquidation of the Trust," and that "the Trustee is not required to sell the Keep Policies on a policy-by-policy basis nor that the Trustee is required to value the Keep Policies on a policy-by-policy basis in order to sell the Policies as part of the Trust's wind down and liquidation." ("Instructions Order") (DE#2967).

Acheron Capital appealed the Instructions Order to the Eleventh Circuit Court of Appeals, which ultimately dismissed the appeal for lack of jurisdiction without addressing the substantive objections (DE#3095).

Further Steps Toward Wind Down

Because the continued servicing of the Keep Policies by the Trust has become unfeasible, the Trustee is expressly authorized under the Trust Agreement to "direct the sale, surrender, or lapse of

the Keep Policies, and to distribute the proceeds, if any, of the Keep Policies, upon such sale, surrender or lapse, to the Keep Policy Investors in such manner as the Trustee determines to be appropriate," (Trust Agreement, Section 3.a(b)(xvii)). The Trustee's decision to proceed with wind down through the sale of the Keep Policies was driven by his duty to maximize the value of the Trust's assets upon their liquidation for the benefit of the Keep Policy Investors, consistent with the express purpose of the Trust being "to take custody of the Trust Assets and maintain and administer the Trust Assets for the benefit of the Keep Policy Investors." (Trust Agreement, Section 2.2).

On April 27, 2021, the Trustee, with Court approval, sent a *Notice to Keep Policy Investors Regarding Intent to Sell Policies and Wind Down the Mutual Benefits Keep Policy Trust*. (DE#2919) The Notice described the Trustee's intention to proceed with the wind down and termination of the Trust through the sale of the remaining policies, and to distribute the net sale proceeds to the investors. Since sending the Notice, the Trustee and his personnel have had frequent communications with Keep Policy Investors to address questions and comments regarding the Notice and the anticipated wind down. The Trustee has regularly updated the Court and parties regarding the wind-down process through his monthly Wind Down Status Reports. Where feasible, the Trustee has attempted to address particular comments and concerns expressed by Keep Policy Investors.

With respect to policies for which 100% of the beneficial interests are held by a single Keep Policy Investor, the Trustee solicited and negotiated proposals for the continued servicing of such policies outside of the Trust, in contemplation of the possibility of transferring the policies to the Keep Policy Investors who wish to retain such policies subject to certain conditions including the Keep Policy Investor's engagement of a third-party servicer for the policy. The Trustee prepared a "Policy Transfer Agreement" which set forth the terms and conditions upon which the Trustee, in

satisfaction of any interest a Keep Policy Investor may have in the Trust, will agree to transfer the policy in which the Keep Policy Investor holds 100% of the interests. The Trustee gave notice to the "100% Investors" of the opportunity to request the transfer of the policy and obtained approval of the proposed procedures for removal of those policies from the Trust, which was not expressly authorized or contemplated by the Trust Agreement. (DE#3056, 3074).

With respect to policies for which there is no longer any premium due under the policy terms because the insured is over 100 years old, the Trustee advised of his intention to sell such policies as a separate "tranche" so that the value of such policies, in light of their relatively unique circumstances, is reflected in their purchase price. These ultimately became "Tranche A-1," as described further below.

Sale Procedures Motion

On January 21, 2022, the Trustee filed his *Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination* ("Sale Procedures Motion") (DE#3065), requesting that the Court: (1) authorize the Trustee to implement the procedures described therein for the sale of the remaining Keep Policies held by the Trust; (2) authorize the Trustee to enter into an Asset Purchase Agreement with a prospective buyer (or buyers) for the sale of the Keep Policies; (3) approve the bidding procedures for submission of higher and better offers for the purchase of the Keep Policies, including the means of providing notice of the bidding procedures; (4) approve the form of notice to be provided to interested parties; and (5) schedule a final hearing to approve the sale of the Keep Policies to the highest and best bidder (or bidders) submitted in accordance with the procedures described herein.

The Sale Procedures Motion described the Trustee's intention to divide the Keep Policies into three "tranches" for submission of offers: Tranche A, which consists of all policies in which the

Acheron Parties hold investment interests (exclusive of those in Tranche A-1); Tranche A-1, which consists of all policies in which the Acheron Parties hold investment interests for which the insured is 100 years old or more, and for which no additional premiums are required to keep the policy in force; and Tranche B, which consists of all other policies, in which the Acheron Parties do not hold any investment interests.[4] The Keep Policies were divided into these tranches in order to address asserted contractual rights of the Acheron Parties, under a 2015 Agreement between the Trustee and Acheron Capital, by which Acheron Capital asserted the right to bid on a policy by policy basis and to top any bid submitted by another party, on any policy in which it had an interest. The Trustee also provided Acheron Capital with the opportunity to submit an "Acheron Initial Bid" with respect to any policies in which it had a fractional interest prior to any auction sale, upon the submission of which those policies would be placed in a separate "tranche." No such Acheron Initial Bid was submitted.[5]

The Sale Procedures Motion also described the Trustee's intention to solicit "stalking horse" initial bids for each of the relevant tranches from a bidder or bidders who were willing, able and committed to close on a sale at a specified purchase price, subject to higher and better offers, thereby establishing a minimum "floor" for the value to be realized from the sale of the policies. Consistent therewith, the Trustee and his advisors extensively marketed the Keep Policies through solicitations to potentially interested parties who might be willing to serve as the "stalking horse" bidder for these

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[4] There were no policies for which the insured was 100 years old and for which no additional premiums were required to keep the policy in force in which the Acheron Parties did not own an interest, and accordingly there was no Tranche B-1.

[5] The Acheron Parties asserted that the sale procedures proposed by the Trustee including providing for an "Acheron Initial Bid" violated the 2015 Agreement. Acheron also asserted that the Trustee was not permitted to sell the Keep Policies in Tranche A and Tranche A-1 free and clear of the interests that the Acheron Parties had previously purchased from the Receiver and the Trustee pursuant to separate asset purchase agreements.

assets and facilitated the conduct of due diligence on the Keep Policies by establishing, maintaining and updating a "Data Room" containing information on the Policies.

The Sale Procedures Motion further described the Trustee's proposed bidding procedures for the submission of higher and better offers for each of the tranches of the Keep Policies, including the submission of qualified bids, submission of deposits to accompany those bids, and the scheduling and conducting of an auction to solicit the highest and best bids for each of Tranche A, Tranche A-1, and Tranche B. The Sale Procedures Motion contemplated that upon the completion of the bidding process, the Trustee would request the entry of a Sale Approval Order authorizing the sale of the Keep Policies to the Bidders submitting the highest and bids for each of the tranches.

The Sale Procedures Motion noted that the expenses of the sale process, as well as the Trust's expenses in continuing to manage and maintain the Keep Policies pending completion of the sale, would be payable from the proceeds of the sale prior to distributions to the Keep Policy Investors. The Sale Procedures Motion further advised that while the motion itself did not address or seek a ruling on the method or manner of distribution of the proceeds from the sale of the Keep Policies, the Trustee anticipated that the net proceeds of sale, after payment of expenses, would be allocated based upon an actuarial evaluation of the relative value of the policies sold within each tranche.

The Sale Procedures Motion noted that the procedures were designed to maximize the value of the Keep Policies, consistent with the Trustee's fiduciary responsibilities, while also satisfying any contractual obligations to Acheron Capital under the Trust's agreements.

The Trustee provided a Notice of the Sale Procedures Motion to the Keep Policy Investors advising them of its filing, a summary of its contents, how to request a copy, and how to address potential objections.

After addressing objections, including those of the Acheron Parties, the Court on April 9, 2022 issued a Report and Recommendation ("Sale Procedures R&R") (DE#3130) recommending, with certain qualifications, that the Sale Procedures Motion be granted. On June 29, 2022, after addressing further objections to the Sale Procedures R&R, the Court issued its *Order Adopting Magistrate Judge's Report and Recommendation and Granting Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination* ("Sale Procedures Order") (DE#3142), granting, with certain qualifications, the Sale Procedures Motion, including that the "Trustee may not condition … Acheron's participation in the auction on Acheron waiving any claims against the Trustee or the right to appeal."

On June 30, 2022, Acheron Capital filed a Notice of Appeal (DE#3143) of the Sale Procedures Order to the Eleventh Circuit Court of Appeals, which ultimately was dismissed for lack of jurisdiction, determining that it was not a final order subject to appeal. (DE#3179).

Proceedings Following Entry of the Sale Procedures Order

A. Selection of Stalking Horse Bids

Consistent with the procedures set forth in the Sale Procedures Motion and the Court's Sale Procedures R&R, the Trustee proceeded to solicit and negotiate "stalking horse" purchase offers for the Keep Policies to establish a "floor" for bids, subject to higher and better offers. After expressions of interest, due diligence, and extensive discussions with multiple parties, the Trustee ultimately selected stalking horse purchase offers for Tranche A and Tranche A-1 ("Stalking Horse Bids"), as reflected in the *Trustee's Notice of Selection of Stalking Horse Bids* filed on May 26, 2022 (DE#3140).

The Tranche A stalking horse bid the Trustee negotiated with Scheck Alpha LP as buyer provided for an initial purchase price of **$16,500,000**, which represented approximately 10.6% of the

face value of the policies then in Tranche A. The Asset Purchase Agreement ("APA") provided for an adjustment to the purchase price in the event that policies became "Excluded Assets" prior to closing (i.e., by maturity, expiration or agreed upon removal) equal to the greater of the cash surrender value of the policy, or 20% of the face value for the first 15 such policies, and 10% of the face value for any policies thereafter. The Tranche A APA provided for a "Break Fee" to the Buyer of $250,000 plus $15,000 for attorney's fees in the event that the Tranche A policies were sold to another bidder.

The Tranche A-1 stalking horse bid the Trustee negotiated with Scheck Alpha LP as buyer provided for an initial purchase price of **$10,500,000**, which represented approximately 60% of the face value of the policies then in Tranche A-1. The APA provided for an adjustment to the purchase price in the event that policies became "Excluded Assets" prior to closing equal to the cash surrender value of the policy plus 60% of the face value of the policy. The Tranche A-1 APA provided for a "Break Fee" to the Buyer of $150,000 plus $10,000 for attorney's fees in the event that the Tranche A-1 policies were sold to another bidder.

The Trustee did not receive a satisfactory stalking horse bid for Tranche B and accordingly determined to proceed with an open auction for Tranche B, with the option to set a minimum reserve price.

B. Scheduling of Auction and Solicitation of Bids

Following the Court's entry of the Sale Procedures Order, on July 8, 2022 the Trustee filed his *Trustee's Notice of Filing Regarding Stalking Horse Bids and Auction* (DE#3147). The July 8 Notice of Filing (a) gave notice of the selection of the Stalking Horse Bids for Tranche A and A-1; (b) gave notice of the scheduling of an auction on September 15, 2022; (c) set forth the schedule for commencement and completion of due diligence by prospective bidders, and the deadline and

conditions for submission of a qualifying bid; and (d) set forth the proposed schedule for the Trustee to provide a report of the auction, move for approval of the sale, the proposed deadline for objections to the sale, and the request for a hearing date to consider entry of an order approving the sale ("Sale Approval Order").

The Trustee's sales advisors undertook extensive, focused efforts to advise potentially interested parties of the opportunity to submit a qualifying bid, and extensive efforts to organize, maintain and enhance the data available in the "data room" to facilitate due diligence on the Keep Policies by potential bidders.[6] The Trustee's sales advisors communicated with at least 82 potential bidders who may have had interest in and capacity to participate in bidding for the Keep Policies, and ultimately 22 groups (aside from the "Stalking Horse" Bidder) executed Non-Disclosure Agreements and satisfied the additional requirements for access to the data room and conducted due diligence on possible submission of a bid.

C. Stay of Procedures Order Pending Appeal and Dismissal of Appeal

Two weeks prior to the scheduled auction, on August 29, 2022, the Court entered an *Order Granting Acheron Capital, Ltd.'s Expedited Motion to Stay Pending Appeal of Order (D.E. 3142)* ("Stay Order") (DE#3157), which granted a Motion for Stay Pending Appeal which Acheron Capital had filed on July 7, 2022 (DE#3145). As a result of the Stay Order, the Trustee was required to cancel the auction which had been scheduled for September 15, 2022.

On October 17, 2022, the Eleventh Circuit Court of Appeals issued an Opinion dismissing Acheron Capital's appeal of the Sale Procedures Order for lack of jurisdiction, determining that it

[6] The Trustee, in consultation with his advisors, determined in his business judgment that "mass marketing" of the proposed sale through public advertisement was not likely to increase the participation of qualified bidders given the relatively unique nature of the assets being offered for sale, the size of the portfolio being offered and the nature of due diligence required to be performed with respect to these particular assets.

was not a final order subject to appeal. On November 2, 2022, this Court entered an Order vacating the Stay Order. (DE#3168).

D. Rescheduling of Auction

Upon the Stay Order being vacated, the Trustee decided to reschedule the auction for December 8, 2022. All potential bidders were promptly advised of the rescheduled date, and on November 10, 2022 the Trustee filed a *Notice of Filing* reflecting the rescheduled auction date. (DE#3169). The potential bidders were advised, as the Notice of Filing reflected, that in order to participate in the auction, bidders were required to submit qualified bids by no later than December 2, 2022. The Trustee's sales advisors promptly recommenced efforts to reengage with potential bidders and facilitate updated due diligence with respect to the Keep Policies available for sale.

In the period between the execution of the Stalking Horse Bids and the re-solicitation of potential bidders for a new auction, there had been several maturities of Policies in Tranche A. As of November 10, 2022, 15 Tranche A Policies had matured, and as a result the Purchase Price for Tranche A under the Stalking Horse Bid, as adjusted, was **$14,740,326.74**. Any further maturities until the risk transfer date (under the Stalking Horse Bid, the date of completion of the auction) would result in a reduction by the greater of the cash surrender value or 10% of the face value of the Policy. In Tranche A-1, one Policy with a face value of $4,522,330.00 had matured, and another policy with a face value of $4,000,000.00 was removed because it had expired. As a result, the Purchase Price for Tranche A-1 under the Stalking Horse Bid, as adjusted, was **$5,368,602.00**.

E. Motion to Enforce Sale Procedures Order.

On November 28, 2022, Acheron Capital filed an *Emergency Motion to Enforce and Compel Compliance with Order Adopting Magistrate Judge's Report and Recommendation and Granting Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination*

(DE 3142) with Incorporated Memorandum of Law ("Motion to Enforce") (DE#3174), in which Acheron Capital asserted that even if selected as the successful bidder following auction, it was not required to waive its objections to, or its right to appeal, a Sale Approval Order. On November 30, 2022, the Court entered an *Order on DE 3174* (DE#3177), ruling that the Trustee could not require, as a condition of an APA, that Acheron Capital agree to support and not oppose, appeal, or seek a stay of a Sale Approval Order selecting it as the successful bidder. As a result of the Court's ruling, and Acheron Capital's continued opposition to the sale process, the Trustee was virtually assured of facing an objection to, appeal of, and request to stay, a Sale Approval Order, and consequent delay of and risk to the prospect of closing and completing a sale of the Keep Policies.

F. Consideration of Qualifying Bids and Discussions with Acheron Parties

The Trustee and his advisors proceeded to solicit, discuss and negotiate potential bids through the December 2, 2022 bid deadline and fielded and evaluating the qualifying bids. As a result of the completion of the process of soliciting bids for Tranche A, Tranche A-1 and Tranche B, from the time of soliciting the initial stalking horse bids, through the originally scheduled auction, and then through the recommencement of the process after the Court stayed, and then lifted the stay, of the Sale Procedures Order, the Trustee obtained a substantial amount of information from which to assess the likely results of the auction.

Roughly contemporaneously with the bid deadline, the Trustee and Acheron Parties began good faith settlement discussions regarding potential resolution of disputes relating to the sale and the Acheron Parties' objections thereto. Those discussions continued through the following days. On December 6, 2022, the Eleventh Circuit Court of Appeals issued an Opinion in an appeal by the Acheron Parties of a judgment entered in favor of the Trustee, and against the Acheron Parties, on several claims (not directly related to the Sale Procedures Order) asserted by the Acheron Parties

against the Trustee asserting breaches of the March 2015 Agreement between the Trustee and Acheron Capital, and asserting breach of fiduciary duties supposedly owed by the Trustee to the Acheron Parties. The Eleventh Circuit opinion affirmed in full the Court's ruling in the Trustee's favor, thereby resolving another matter of dispute between the Trustee and the Acheron Parties.

On Wednesday December 7, 2022 the Trustee made the determination, in his business judgment, to postpone the scheduled auction for a week, in light of ongoing discussions with the Acheron Parties as well as certain ongoing discussions on the terms of another bid submitted. Notice of the postponement was given to qualified bidders as well as the Court and interested parties. (DE#3178).

The Agreement with the Acheron Parties

On Thursday, December 8, 2022, the Trustee and the Acheron Parties participated in an all-day settlement conference, which resulted in the execution by the Trustee and Acheron Capital, on behalf of itself and the Acheron Parties, of a Settlement Term Sheet pursuant to which the parties agreed to the following:

(1) Acheron Capital agrees to purchase all the Keep Policies in Tranche A, A-1, and B for the total sum of $24 million, pursuant to and subject to adjustment in accordance with Asset Purchase Agreements substantially in the form of the Stalking Horse APAs. The $24 million purchase price is to be allocated as follows: (a) the allocation to Tranche B shall be equal to the aggregate of the last reported cash surrender value for the Tranche B policies as of the Closing Date; (b) the allocation between Tranche A and A-1, following the allocation to Tranche B, shall be in the same ratio as the ratio of the Qualifying Bids submitted by Acheron Capital for Tranche A and A-1.

(2) Acheron Capital agrees to support entry of a Sale Approval Order approving such sale, and agrees not to oppose, appeal or seek to stay such an order.

(3) Acheron Capital and the Trustee agree to proceed expeditiously to closing of such sale.

(4) Acheron Capital agrees to either establish a Securities Intermediary ("S.I.") account at Wilmington Trust or accept an assignment of the Trustee's S.I. account at

Wilmington Trust, in which event the Trustee and Acheron Capital will jointly share the cost payable to Wilmington Trust of such assignment.

(5) The Trustee agrees to seek, as a component of the Sale Approval Order, a provision by which the Court directs the issuer of any policy sold to Acheron Capital, upon Closing, to recognize Acheron Capital or its related designee as the owner, and to direct any correspondence and funds distributed in connection with such policy to Acheron Capital or its related designee.

(6) The Trustee and Acheron Capital agree to an Allocation Process set forth in the Settlement Term Sheet as the exclusive process for resolution of the allocation of proceeds from the sale of the Policies, by which (a) Acheron Capital will provide data used by its third-party actuary to value the policies in which the Acheron Parties have acquired interests, (b) the Trust will hire his own third-party actuary to perform an allocation of the sale price to each of the policies, (c) Acheron Capital and the Trustee will discuss and attempt to resolve any objections to the allocation, (d) if the parties are unable to resolve any disagreements, they will be submitted to an "Umpire" for resolution who shall be selected from a pool of at least three nationally recognized actuaries, (e) the Umpire shall make a binding decision as to the allocation of the sale price of the policies that are submitted to him or her for resolution, within a range of the allocations submitted by the Trustee's and Acheron Capital's actuaries; and (f) the Trustee and Acheron Capital will split the cost of the Umpire equally.

(7) Acheron Capital agrees that if the aggregate liquidation costs for Tranche A, Tranche A-1 and Tranche B to be deducted from the sale proceeds (including, without limitation, broker's fees, stalking horse bidder break-up fees, accrued and unpaid professional fees, repayment of the Trust's line of credit, actuary fees, costs of distributions, calculation of premium refunds, interim and final accounting, tax reporting, tax returns, backup servicer termination fees, litigation expenses and reserves, and other reporting expenses) ("Liquidation Costs") do not exceed $5 million, Acheron Capital will not object to any such costs or to the deduction of such costs from the distributions to be made from the proceeds of the sale (provided such deductions and distributions are made on the same percentage ownership per policy basis to the Acheron Trusts on account of their interests as to the Keep Policy Investors on account of their interests). Acheron Capital reserves the right to object to any final reconciliation of the amounts to be deducted that exceed $5 million. When the accrued Liquidation Costs to be deducted from the sale proceeds reach $4 million, the Trustee will advise Acheron Capital and report to Acheron Capital on a monthly basis the amount of the anticipated estimated Liquidation Costs until a final distribution can be made, and Acheron Capital may object thereto, subject to any defenses and objections thereto.

(8) The Trustee will use reasonable efforts, consistent with his fiduciary duties, to distribute net sale proceeds from the sale of the Policies and complete liquidation of the Trust as expeditiously as reasonably possible.

(9) Except as provided in Paragraph 7 above, Acheron Capital agrees not to assert any other objections in connection with any matters relating to the Trust, the Trust's administration, or the Trustee, and agrees not to commence any new litigation or assert any claims against the Trust or the Trustee except to enforce its rights under this agreement or the APAs to be executed to consummate the sale. The Trustee agrees not to commence any litigation or assert any claims against Acheron Capital except to enforce its rights under the agreement or the APAs.

(10) The Trustee and Acheron Capital agree to resolution of certain claims for declaratory relief asserted by Acheron Capital in connection with claims asserted by the Trustee in a class action proceeding against Lincoln National Corp. and Lincoln National Life Insurance Company.

(11) The parties agree to incorporate the foregoing terms into a settlement agreement for which the Trustee will promptly seek Court approval.

The Trustee and Acheron Parties have now executed a Settlement Agreement, a copy of which is attached as Exhibit "A" (the "Settlement Agreement"), which supplements and supersedes the Settlement Term Sheet and sets forth in more detail the process for allocation of the sale proceeds and the Liquidation Costs. Attached to the Settlement Agreement are certain exhibits including: (a) the Allocation Process agreed to by the Trustee and the Acheron Parties; (b) the APAs for Tranche A, Tranche A-1, and Tranche B between the Trust and APT (the "APT APAs"); and (c) the proposed Sale Approval Order which the Trustee requests be entered.

The Trustee's Business Judgment

Based on the allocation pursuant to the Settlement Term Sheet and applying the cash surrender value of the Tranche B policies as of such date,[7] the portion of APT's $24 million Purchase Price allocated to Tranche A is **$15,898,123.48**, the portion allocated to Tranche A-1 is **$5,914.190.93**, and the portion allocated Tranche B is **$2,187,685.59**. Collectively for Tranche A and Tranche A-1, the APT Purchase Price represents a $1,273,385.67 increase in value over the Stalking

[7] Under the terms of the Settlement Term Sheet, the purchase price allocation for Tranche B is based on the last reported cash surrender value as of the Closing Date, so this number will be subject to final adjustments at closing, as well as adjustments for any policies which become Excluded Assets.

Horse Bids, ***after*** payment of the Stalking Horse Break Fees. The purchase also provides the Trust with the ability to promptly liquidate the Tranche B Policies for an amount equal to their cash surrender value, which exceeds any offer otherwise received by the Trustee for the Tranche B Policies and exceeds the amount that the Trustee could otherwise recover through the surrender of the policies, which would entail additional delay and expense. The Agreement also provides certainty and promptness of closing the transaction, in light of the Acheron Parties' agreement to support the entry of a Sale Approval Order and proceed to expeditiously close the transaction, thereby saving substantial expense to the Trust from the process of addressing objections and an appeal, the costs of maintaining and preserving the Policies in the event closing of a sale were stayed, as well as the uncertainty and risk of an appeal.

The Trustee, in the exercise of his business judgment, and pursuant to the discretion and authority given to him under the Trust Agreement and the Sale Procedures Order, has determined that proceeding with the terms of the Settlement Agreement, including (a) the sale of the Policies to APT; (b) the waiver of the Acheron Parties' objections to the sale; (c) the resolution of the process for allocation of the value of the sale proceeds among the Policies, and resolution of any disputes with the Acheron Parties in connection therewith; and (d) the agreement regarding potential objections to the amount and deduction of the Liquidation Costs from the sale proceeds, is in the best interests of the Trust and the Trust's beneficiaries. In making that determination, the Trustee has considered and relied upon:

(a) The authority and discretion granted to him under the Trust Agreement and the Sale Procedures Order, and the underlying purpose of the Trust to maintain and administer the Trust Assets for the benefit of the Keep Policy Investors consistent with the terms and procedures set forth in the Trust Agreement;

(b) The input, advice and expertise of his professionals and advisors;

(c) The substantial information now available to the Trustee regarding the level and extent of market interest in the Policies as a result of conducting the sale process and soliciting stalking horse bids and qualifying bids for each of the tranches;

(d) The value of APT's agreement to purchase all of the Policies for a $24 million Purchase Price, as compared to the likelihood of realizing a greater value through conducting an auction;

(e) The value of APT's agreement to purchase the Tranche B policies for an amount equal to their last reported cash surrender value as of the Closing Date, as compared to the value that could otherwise be realized from Tranche B;

(f) The substantial delay, cost, and risk to the Trust, and to the Keep Policy Investors, as a result of an objection to the Sale Approval Order, and an appeal and potential stay of such an Order, which would substantially delay closing of a sale and increase the costs to Keep Policy Investors as a result, even if the Trustee prevailed in such appeal;

(g) The effect of the postponement of the initially scheduled auction sale due to the Stay Order, as well as the threat of future objections and appeals, on the level of market interest and willingness to pursue a purchase of the Policies;

(h) The reasonableness and fairness to the Keep Policy Investors, and all other parties, of the Allocation Process proposed by the Trustee and agreed to by the Acheron Parties, pursuant to which the allocation of the relative value of the Policies will performed by a qualified independent actuary, with any objections by the Acheron Parties similarly resolved by a qualified, independent actuary acting as Umpire;

(i) The avoidance of potentially expensive and time-consuming litigation over the Allocation Process in the absence of the Settlement Agreement, which would otherwise delay and dilute the distribution of net proceeds to the Keep Policy Investors; and

(j) the avoidance or limitation of potentially expensive and time-consuming litigation over the Liquidation Costs, which would otherwise delay and dilute the distribution of net proceeds to the Keep Policy Investors.

The Trustee can testify in greater detail as to the basis for his exercise of his business judgment at any hearing.

Relief Requested

By this motion, the Trustee asks that the Court:

(a) Approve the proposed sale of the Policies to APT for the $24 million Purchase Price on the terms set forth in the Settlement Agreement and APT APAs (the "APT Sale") and enter a Sale Approval Order authorizing and directing the parties to proceed accordingly.

(b) Approve the Settlement Agreement between the Trustee and the Acheron Parties.

(c) Approve the Allocation and Distribution Process set forth in Exhibit "B" ("Allocation and Distribution Process") (which incorporates the terms set forth in the Settlement Agreement) as the exclusive process for allocating the proceeds of sale of the Policies and applying and deducting the Liquidation Costs from the interests of all parties in the Keep Policies, including the Keep Policy Investors and the Acheron Parties.

MEMORANDUM OF LAW

A. Applicable Trust Agreement Provisions and Law

The Trust Agreement gives the Trustee the power and duty, upon determining that the continued servicing of the Keep Policies has become unfeasible, "to authorize and direct the sale,

surrender, or lapse of the Keep Policies, and to distribute the proceeds, if any, of the Keep Policies, upon such sale, surrender, or lapse, to the Keep Policy Investors ***in such manner as the Trustee determines to be appropriate***." Trust Agreement § 3.1(b)(xvii) (emphasis added). The Instructions Order and Sale Procedures Order have already recognized that the Trustee's determination that it is necessary to proceed with Trust liquidation is within the exercise of his business judgment, and not meaningfully disputed.

The Trust Agreement further authorizes the Trustee to seek instructions from the Court on the management or disposition of the Trust's assets: "The Trustee shall have the right (but not the duty) at any time to seek instructions from the Court concerning the management or disposition of the Trust Assets." Trust Agreement § 6.7.

The Trust Agreement does not specify a particular manner by which the Trustee is to proceed with the sale, surrender or lapse of the Keep Policies. Nor does it specify a particular manner by which the Trustee is to proceed with the distribution of the proceeds of such sale, surrender or lapse. With respect to both the sale of Keep Policies, and the distribution of proceeds, the Trustee is to do so "in such manner as the Trustee determines to be appropriate."

In designing these procedures, the Trustee's guidepost has been his fiduciary responsibilities to the Keep Policy Investors, including his responsibility to "administer the trust in good faith, in accordance with its terms and purposes and the interests of the beneficiaries." *Fla. Stat.* § 736.0801. Generally, under Florida law applicable to the Trust, the Trustee has a duty of "prudent administration:" "A trustee shall administer the trust as a prudent person would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill and caution." *Fla. Stat.* § 736.0804. A trustee's duty of "prudent administration" encompasses the reasonable exercise of business

judgment. *See, e.g.*, *Barnett v. Barnett*, 424 So.2d 896, 898 (Fla. 1st DCA 1982) (trustee not liable for "mistake in business judgment" made in good faith). The "business judgment rule" provides discretion for decisions that "are made in good faith based on reasonable business knowledge." *New Horizons Condo. Master Ass'n, Inc. v. Harding*, 336 So. 3d 796, 798-99 (Fla. 3d DCA 2022). As this Court has previously noted:

> [w]here discretion is conferred upon [a] trustee with respect to the exercise of a power, its exercise is not subject to control by the court, except to prevent an abuse by the trustee of his discretion." *Sarasota Bank & Tr. Co. v. Rietz*, 297 So. 2d 91, 93 (Fla. 2d DCA 1974) (quoting Restatement (Second) of Trusts § 187 (1959)). Moreover,
>
>> If discretion is conferred upon the trustee in the exercise of a power, the court will not interfere unless the trustee in exercising or failing to exercise the power acts dishonestly, or with an improper even though not a dishonest motive, or fails to use his judgment, or acts beyond the bounds of a reasonable judgment. The mere fact that if the discretion had been conferred upon the court, the court would have exercised the power differently, is not a sufficient reason for interfering with the exercise of the power by the trustee.
>
> Restatement (Second) of Trusts § 187(e) (1959).

(DE#3130 at 13).

Here, the approval of the sale of the Keep Policies pursuant to the APT APAs, the approval of the Settlement Agreement with the Acheron Parties, and the approval of the Allocation and Distribution Process are consistent with Trustee's duty of prudent administration and represent a reasonable exercise of his business judgment.

B. <u>Approval of the Sale</u>

In analogous circumstances, it is consistently recognized that bankruptcy trustees managing assets for a bankruptcy estate have substantial discretion in determining how to dispose of estate assets, so long as they act reasonably and in the best interests of the estate. *See, e.g.*, *In re Merry-Go-Round Enterps., Inc.*, 180 F.3d 149, 162 (4th Cir. 1999) ("[S]o long as the trustee acts reasonably

and in the best interests of the estate, and so long as she obtains fair value for the property under the circumstances of the case, her choice of method of disposition will be respected."); *In re Sunland, Inc.*, 507 B.R. 753, 758-59 (Bankr. D. N. M. 2014) (trustees are entitled to use their discretion and business judgment in determining how to conduct sales of estate assets); *In re Moore*, 110 B.R. 924, 928 (Bankr. C.D. Cal. 1990) (business judgment rule allows trustee discretion in the management and distribution of estate property, including balancing the costs and benefits of administering an estate in determining how to dispose of property). Here, while the Sale Procedures Order contemplates and authorizes an auction of the Keep Policies, the Bidding Procedures approved by the Sale Procedures Order expressly give the Trustee the authority to cancel the auction in his business judgment: "The Trustee may terminate the Auction at any time and for any reason, and reserves the right to withdraw some or all of the Policies from the Auction." DE#3065 at 14; DE#3147-1 at 4.

In seeking approval of the sale of the Keep Policies to APT pursuant to the APT APAs, the Trustee has reasonably considered all of the facts, circumstances, and considerations set forth above, and to which he will testify further at hearing, including the value of APT's agreement to purchase all of the Keep Policies for the $24 million Purchase Price, as compared to the likelihood of realizing a greater value through an auction, particularly when factoring in the substantial delay, cost and risk to the Trust and the Keep Policy Investors as a result of an objection by the Acheron Parties to a Sale Approval Order, and an appeal and potential stay thereof, which were a virtual certainty absent the Settlement Agreement. Not only is the total consideration under the APT APAs substantially greater than any other offers the Trustee received for the Keep Policies; the transaction also permits a prompt closing, which will minimize the expense, burden and risk to the Keep Policy Investors.

Based on the information available to the Trustee as a result of the entire sale process that has been undertaken, the Trustee believes the Purchase Price under the APT APAs represents fair consideration for the Keep Policies, particularly in light of the other benefits of the transaction, and when compared to the uncertainty of the results of an auction process, together with the attendant risks, costs, and delays of anticipated objections and appeals. The APT Sale also provides the Trustee with the ability to promptly liquidate the Tranche B Policies for an amount equal to their cash surrender value, without further cost and delay, and for a greater recovery than any other offer received for the Tranche B Policies. Accordingly, the Trustee submits that the APT Sale should be approved.

C. Approval of the Settlement Agreement

In the analogous circumstances of a bankruptcy trustee, courts have similarly applied a "business judgment" test to a trustee's determination to enter into a settlement. *See, e.g.*, *In re Morgan*, 439 Fed. Appx. 795 (11th Cir. 2011); *United States v. Hartog*, 597 B.R. 673, 679 (S.D. Fla. 2019). The Trustee, in the exercise of his business judgment, has determined that the Settlement Agreement is in the best interests of the Trust and the Keep Policy Investors.

As noted above, the Settlement Agreement incorporates the APT Sale, through which the Trustee will realize a greater value for the Keep Policies than any other offer he has received. It enables a prompt closing of the APT Sale, eliminating the cost, delay, and risk to the Trust and Keep Policy Investors from anticipated objections by the Acheron Parties to the entry of a Sale Approval Order after auction, and an anticipated appeal and request to stay such Order. It eliminates what could otherwise be substantial, expense, and time-consuming litigation with the Acheron Parties over the allocation process – which would only increase the costs borne by the Keep Policy Investors and delay any distributions – by providing an agreed-upon process for allocation of the sale proceeds

to be conducted by qualified independent third-party actuaries, the results of which will be binding upon the parties. It substantially limits the likelihood of future disputes over the allocation and deduction of liquidation costs from the proceeds of the sale by incorporating an agreement as to the process for that allocation, as well as the Acheron Parties' agreement not to oppose the Liquidation Costs or their deduction from the sale proceeds provided they do not exceed $5 million. And aside from the reservation of objections to the Liquidation Costs in excess of that amount, and their rights under the Settlement Agreement and the APT APAs, the Acheron parties have waived, released and agreed not to assert any other claims against the Trust or Trustee, substantially limiting the likelihood of (and expense and delay that would be caused by) further litigation with the Acheron Parties.

The Liquidation Costs incurred to date include: (a) approximately $2 million in transaction fees (including the broker's fee and the Stalking Horse Break Fees); (b) approximately $1 million in existing "hold-backs" on professional fees incurred but not paid; and (c) approximately $500,000 due on a line of credit that has been used to fund policy expenses (some of which may be paid from Trust Assets other than the sale proceeds). The Trustee currently anticipates that the $5 million aggregate threshold in the Settlement Agreement will be sufficient to cover remaining anticipated expenses, including the Trust's actuary fees, the Trust's share of the "Umpire" actuary fees, costs of distributions, calculation and distribution of premium refunds, post-sale operations, interim and final accounting, tax reporting, tax returns, backup servicer termination fees, records disposal, litigation expenses and reserves, and other reporting expenses.

Accordingly, the Trustee submits that the Court should authorize and approve the Settlement Agreement.

D. Approval of the Allocation and Distribution Process

Like the sale process, the Trust Agreement leaves the process for distributing the proceeds of the sale, surrender or lapse of the Keep Policies upon Trust liquidation to the Trustee's discretion "in such manner as the Trustee determines to be appropriate." The Trustee advised in the Sale Procedures Motion of his intention to allocate the net proceeds of the sale, after payment of expenses, to the Keep Policies sold based upon an actuarial evaluation of the relative value of the policies sold within each tranche. (ECF#3065 at 20). The Trustee believes, in the exercise of his business judgment, that this process – which provides for a qualified, independent third party to determine the relative value of each of the Policies within each tranche, and then apply that relative value to the Purchase Price to allocate each Policy's respective share of the sale proceeds – is fair and reasonable, and appropriately addresses the differences among the Policies in a manner consistent with objective assessments of their relative values.

The Trustee has now obtained the Acheron Parties' agreement to such a process through the Settlement Agreement, which addresses both the allocation of value and the application of the Liquidation Costs to the allocated value, in a manner which provides for those Liquidation Costs to be allocated to the Policies in a manner consistent with their relative value. The Allocation and Distribution Process which the Trustee requests that the Court approve incorporates these same procedures as to all distributions of net proceeds from the sale of the Keep Policies, i.e. to both the Keep Policy Investors and the Acheron Parties.

In simple terms, except for specific "per policy" costs which can be allocated on a policy-by-policy basis, the Liquidation Costs will be allocated to the Policies in the same percentage as the relative value of the Policy within each tranche, and each Keep Policy Investor will receive their share of the net proceeds based on their percentage ownership interest in the Policy. Moreover, the

interests of Keep Policy Investors will be treated the same as those of the Acheron Parties for purposes of allocation and distribution. The Trustee submits that this Allocation and Distribution Process is fair and reasonable, is consistent with the Trustee's obligation to distribute the sale proceeds in a manner he determines is appropriate and is consistent with the purpose of the Trust to administer the Keep Policies for the benefit of the Keep Policy Investors. Moreover, in light of the Acheron Parties' (a) agreement to the allocation process; (b) agreement to submit any disputes to an "Umpire" for resolution; (c) agreement to the method for allocating the Liquidation Costs to the proceeds; and (d) agreement to not dispute the Liquidation Costs to the extent they do not exceed $5 million, the Trustee anticipates that the process will minimize disputes, minimize costs, and enable a much prompter distribution of net proceeds than any other process.

The Trustee, in seeking approval of this process, has heeded this Court's comments in the Sale Procedures R&R that "the reality is that each KPI's interest has been tied to specific trust assets, with their obligations and fortunes tied to specific policies. The KPIs have paid premiums associated with particular policies, and they have received payouts when those particular policies have matured (as opposed to, say, owing a pro rata portion of all premiums owed on all of the polices in the Trust and receiving a pro rata payment whenever any policy matured)." (DE#3130 at 19-20). Consistent with this reality, the Sale Procedures R&R recognized:

> On the one hand, what each KPI receives should be tied to the policy(ies) in which they have an interest. In other words, simply because two KPIs each invested $10,000 at the same time does not mean that each KPI should receive the same return (unless they have identical interests tied to the same policies). On the other hand, though, as the Trustee has emphasized, he needs to pursue a course of action that will do the most good for the most KPIs. I find that the Trustee has sought a reasonable balance of the competing interests of the remaining KPIs by attempting to maximize the value of the entire Trust portfolio through an auction while planning a distribution weighted to reflect the relative actuarial value of the individual policies with which individual KPIs' interests are associated.

DE#3130 at 20-21. The Trustee has now received an offer for the purchase of all of the Keep Policies, with an allocation among Tranche A, A-1, and B, which represents the highest offer he has received for the Keep Policies and the highest and best offer, particularly in consideration of the other matters addressed and resolved by the Settlement Agreement. The Trustee's decisions to proceed with an allocation and distribution process based upon an independent actuarial determination of the relative value of each Policy within each Tranche, and to apply and deduct the Liquidation Costs on a pro rata basis to each such Policy within each such Tranche, are consistent with the "reasonable balance" the Court ratified in the Sale Procedures R&R.

It is unfortunately likely that several policies, particularly after the allocation of Liquidation Costs, may have minimal or even zero value upon the conclusion of the actuarial allocation, particularly where the insured is relatively young and the initial basis for a life expectancy estimate was an HIV positive diagnosis. All of these policies were viaticated nearly twenty years ago, and there have been dramatic changes in HIV treatment and prognosis in the interim. As a result, there are likely to be a number of policies which have marginal or no value, and which if the Keep Policy portfolio were actively managed (rather than simply maintained and preserved, as the Trustee is directed to do in the Trust Agreement) would have been surrendered or lapsed some time ago. One of the reasons for the Trustee's proposed process is to ensure that the determinations of relative value are being made by an independent third party based on all information available with regard to all of the Keep Policies.

To the extent any Keep Policy Investor objects to the proposed allocation and distribution procedures, the Trustee respectfully submits that such an objection should be asserted and adjudicated now, rather than at the conclusion of the allocation process. The procedures are designed to fairly and even-handedly apportion the value to be realized from the liquidation of the Keep

Policies, and the expenses thereof, which requires an assessment of the relative value of hundreds of policies. While a particular Keep Policy Investor may be disappointed with the results of that process with regard to a particular Policy, such a complaint would not reasonably relate to whether the process undertaken by the Trustee represents a reasonable exercise of the discretion and authority granted to him under the Trust Agreement.

There are three additional components which are not expressly addressed by the Settlement Agreement with the Acheron Parties, and which are incorporated into the Allocation and Distribution Process proposed by the Trustee:

First, the Trustee intends to return any unused premium paid by Keep Policy Investors (or the Acheron Parties), and which is held by the Trustee or the Trustee's servicer, Litai Assets, LLC ("Litai"), based on an accounting of such premium payments to be provided by Litai, upon making the initial distribution of the net sale proceeds, which Litai has advised it will provide using the same methodology employed for calculating premium refunds when processing a policy maturity.

Second, under applicable IRS regulations, disbursements to foreign investors may require submission of certain tax forms and may be subject to required withholding.

Third, to the extent any distribution checks remain uncashed by a Keep Policy Investor for a period of 90 days after issuance, or to the extent a Keep Policy Investor fails to complete tax or other documentation required by the Trustee before making a distribution to such Keep Policy Investor within 90 days after the Trust's initial distribution of Net Interest Value, and after reasonable efforts to communicate with the Keep Policy Investor, obtain alternate contact information, or obtain required documentation, as applicable, have been exhausted ("Unclaimed Distributions"), the Trustee may treat such Unclaimed Distributions as Trust Assets to be used to pay Trust expenses prior to the application of such expenses as Liquidation Costs in any final distribution.

By this motion, the Trustee also specifically requests – without restriction of the Trustee's general authority to pay Trust expenses in accordance with the Trust Agreement – that the Court's Sale Approval Order authorize the payment from the sale proceeds, upon closing of the APT Sale, of (1) the broker's fee payable to the Trustee's sale advisors, Longevity Asset Advisors, LLC ("Longevity") of 7.5% of the Purchase Price, plus expenses, described in the Sale Procedures Motion; (2) the Stalking Horse Break Fees totaling $425,000 payable to the Stalking Horse Bidder, Scheck Alpha LP, upon the closing of a sale to another party; and (3) repayment of the Trust's line of credit, currently approximately $500,000, in order to deliver the Acquired Assets free and clear of any lien with respect thereto at Closing. These expenses, among others, are to be deducted as Liquidation Costs from the proceeds of the sale. As described above, the Trustee's present anticipation is that the total Liquidation Costs - including the broker fees and break-up fees mentioned here – will be approximately $5 million, which will be allocated and deducted from the proceeds of sale of the Keep Policies pro rata to the relative value of the Policies as determined through the allocation process.

SALE APPROVAL ORDER TERMS

The APT APAs and the Settlement Agreement contemplate the entry of a Sale Approval Order which approves and authorizes the Trustee, on behalf of the Trust, to sell and assign the Keep Policies to APT in accordance with the APT APAs, and which will include, without limitation, the following findings of fact and conclusions of law:

- Based on the record presented at the Sale Hearing and all pleadings filed and arguments by counsel and evidence presented, APT has acted in good faith and is a good faith purchaser of the Purchased Assets.
- The Trustee has the sole and absolute authority, on behalf of the Trust, to convey all options,

privileges, right, title and interest in, to and under the Keep Policies.

- The sale of the Keep Policies in accordance with the terms of the APT APAs is approved and the Trustee and APT shall be directed to consummate all of the transactions contemplated thereby.
- At the Closing, APT will be vested with all options, privileges, right, title and interest in, to and under the Keep Policies, free and clear of all encumbrances.
- The sale of the Keep Policies is not precluded by or contrary to any prior Order issued by the Court and no further consents by any Person (including any Governmental Authority) are required to convey the Keep Policies to APT in accordance with the Purchase Agreements.
- Upon the Closing, any issuer of a Policy sold to APT shall be directed to recognize APT as the owner of such Policy, and to direct any correspondence and any funds distributed in connection with such Policy to APT or such related designee as APT directs.

NOTICE

The Trustee, with the filing of this Motion, is providing a Notice to Keep Policy Investors in the form of the attached Exhibit "C" advising of the filing of the Motion and providing a summary of its contents. The Notice advises that Keep Policy Investors may object to the Motion by submitting an objection to the Court on or before **January 17, 2023**, and that they should seek to address and resolve their objections with the Trustee prior to submitting such an objection. Due to the expense of mailing this entire Motion, the Trustee intends to send a Notice to Keep Policy Investors with instructions for how they may request a copy of the Motion, and to post the Motion on the Trustee's website.

CONCLUSION

For the foregoing reasons, the Trustee respectfully requests that the Court enter an Order: (1)

approving and authorizing the sale of the Keep Policies to APT pursuant to the APT APA's and making the findings and conclusions required by the Sale Approval Order; (2) approving and authorizing the Settlement Agreement between the Trustee and the Acheron Parties as being in the best interests of the Trust and the Keep Policy Investors, and a reasonable exercise of the Trustee's business judgment; and (3) approving and authorizing the Allocation and Distribution Process set forth herein as the exclusive means of allocating the relative value of the sale proceeds from the Keep Policies, and of allocating the Liquidation Costs associated therewith.

CERTIFICATION OF CONFERENCE WITH COUNSEL

Undersigned counsel certifies that the filing of this motion has been preceded by extensive consultation and conferral with counsel for the Acheron Parties. The terms of the Allocation and Distribution Process and proposed Sale Approval Order remain subject to final review by the Acheron Parties to confirm their conformity to the Settlement Agreement.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on December 27 2022 on counsel for all the parties by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

s/ David L. Rosendorf
David L. Rosendorf

SETTLEMENT AGREEMENT

Barry Mukamal, as Trustee (the "Trustee") of the Mutual Benefits Keep Policy Trust ("Trust"), under Trust Agreement dated September 25, 2009 (hereinafter referred to as the "Trust Agreement") and Acheron Capital, Ltd. ("Acheron Capital"), on its own behalf, and as investment manager on behalf of, and as authorized agent for Robert H. Edelstein, as Trustee (the "Acheron Trustee") of the Acheron Portfolio Trust, which acquired the assets of Avernus Portfolio Trust, Lorenzo Tonti 2006 Trust and STYX Portfolio Trust ("APT") and together with Acheron Capital "Acheron"), hereby enter into the following Settlement Agreement (the "Settlement Agreement") as of December 23, 2022 and state, as follows:

RECITALS

WHEREAS, Roberto Martinez was previously the Receiver for Mutual Benefits Corp., a Florida corporation ("MBC"), Viatical Services, Inc., a Florida corporation ("VSI"), and Viatical Benefactors, LLC, a Delaware limited liability company (and together with MBC and VSI, the "Receivership Entities") pursuant to the Order Appointing Receiver entered by the United States District Court for the Southern District of Florida on May 4, 2004 under Case No. 04-60573-CIV-MORENO (the "Court"); and

WHEREAS, pursuant to such Order, Receiver was authorized to take possession of all of the assets of the Receivership Entities, and was vested with all power and authority to, among other things, administer and manage the assets and business affairs of the Receivership Entities; and

WHEREAS, pursuant to subsequent Orders of the Court, the Receiver established the Mutual Benefits Keep Policy Trust (the "Trust"), assigned and transferred to the Trust certain assets of the Receivership Entities for the benefit of the Keep Policy Investors, as defined in the

Trust Agreement ("Keep Policy Investors"), including the Keep Policies, as defined in the Trust Agreement ("Keep Policies"), and appointed Barry Mukamal as Trustee of the Trust pursuant to the Trust Agreement; and

WHEREAS, pursuant to the Trust Agreement, the Trustee was authorized to receive and hold the Trust assets, and was vested with all power and authority to, among other things, sell the assets of the Trust; and

WHEREAS, pursuant to separate asset purchase agreements entered into with the Receiver and the Trustee over time (the "Prior APAs"), Avernus Portfolio Trust, Lorenzo Tonti 2006 Trust and STYX Portfolio Trust (collectively, the "Other Acheron Trusts"), together with APT, acquired fractional investment interests in some of the insurance policies owned or previously owned by the Trust (collectively, the "Acheron Interests"); and

WHEREAS, the Parties previously entered into an agreement dated as of March 19, 2015 (the "March 2015 Agreement"); and

WHEREAS, notwithstanding the objections of Acheron to (1) any sale of the Acheron Interests without its permission and (2) the sale procedures proposed by the Trustee, the Trustee was authorized by the Court to conduct an auction sale of all insurance policies owned by the Trust, free and clear of the Acheron Interests; and

WHEREAS, the Court authorized the Trustee to proceed with a sale of the remaining Keep Policies pursuant to the terms set forth in the Court's Order Adopting Magistrate Judge's Report and Recommendation and Granting Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination ("Sale Procedures Order") (DE#3142); and

WHEREAS, in accordance with the Sale Procedures Order, the Trustee entered into certain agreements to sell certain Keep Policies identified as Tranche A and Tranche A-1 (the "Stalking Horse APAs"), subject to the terms and conditions set forth therein, which include provisions for

the payment of a Break Fee in the event a sale is consummated with another buyer ("Stalking Horse Break Fees"); and

WHEREAS, Acheron has reserved, and the Court has acknowledged and preserved, Acheron's objections to the proposed auction sale of the Acheron Interests including, without limitation, Acheron's right to object to and appeal any Order approving the sale and the right to seek a stay of such Order pending appeal (collectively, the "Reserved Objections"); and

WHEREAS, the Acheron Trustee has sued the Trustee in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "State Court"), Case No. 2021-013568-CA-01 (the "Declaratory Relief Litigation"), for relief declaring that, among other things, the Trustee (a) is required to give the Acheron Trustee prior notice of any settlement or proposed settlement of the two putative consolidated class actions filed against Lincoln National Corp. and The Lincoln National Life Insurance Company (collectively and individually, "Lincoln"), pending in the United States District Court, Eastern District of Pennsylvania, Case Nos. 16-cv-06605 and 17-cv-04150, in which the plaintiffs therein allege, and seek to recover damages for, among other things, improper increases by Lincoln of the cost of insurance for certain life insurance policies (the "Lincoln COI Litigation"); and (b) hold any recovery from the Lincoln COI Litigation in constructive trust for the benefit of Acheron and any other beneficial investors in such policies; and

WHEREAS, the Trustee, Acheron Capital, the Acheron Trustee and APT, on its own behalf and as assignee of the assets of the Other Acheron Trusts (as defined below), (collectively, the "Parties") wish to resolve and settle the Reserved Objections, the Declaratory Relief Litigation and certain other issues relating to the sale of the Acheron Interests;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in consideration of the representations, warranties and covenants contained herein, the Parties, intending to be legally bound thereby, subject to Court approval, agree as follows:

1. **Recitals Incorporated.** Recitals set forth above are hereby incorporated in full and made a part of this Settlement Agreement.

2. **Definitions.** Any capitalized term not defined in this Settlement Agreement shall have the meaning ascribed to such term in the Asset Purchase Agreements attached hereto as **Exhibits A, A-1 and B** (collectively, the "APAs").

3. **Sale.** The Trustee agrees to sell and the Acheron Trustee agrees to purchase the Acquired Assets pursuant to the terms of the APAs, as same may be amended in writing from time to time in accordance with Section 9.6 of the APAs. The Trustee shall request that the Sale Approval Order be substantially in the form attached hereto as **Exhibit C** and, among other things, (a) authorize the transfer to the Acheron Trustee of all of Seller's right, title and interest in and to the Acquired Assets free and clear of any Encumbrance of any Person and (b) require any Person responsible for payment of Policy Proceeds with respect to any Acquired Asset including, without limitation, any Non-SI Policy, to direct to the Acheron Trustee, or its designee: (i) all correspondence, notices, invoices and other documents and (ii) all Policy Proceeds relating to the Acquired Asset.

4. **Reserved Objections and Closing.** Acheron agrees to support entry of the Sale Approval Order in the form substantially attached hereto as **Exhibit C** and agrees not to oppose the entry of, appeal, or seek to stay such Sale Approval Order. The Parties agree to proceed expeditiously to Closing. Upon the entry of the Sale Approval Order, all Reserved Objections shall be fully waived, except that solely in the event that a Closing of the APAs related to the Acquired Assets identified as Tranche A and Tranche A-1 does not occur due to a material,

uncured breach of such APAs by the Trustee, Acheron will preserve and may assert the Reserved Objections in connection with another proposed sale to a party other than Acheron, subject to any and all defenses and objections thereto.

5. **Securities Intermediary.** The Acheron Trustee shall either (i) establish a Securities Intermediary Account at Wilmington Trust, N.A., such that the Acquired Assets in Seller's Securities Intermediary Account may be transferred to the Acheron Trustee via an Entitlement Order at Closing; or (ii) accept an assignment of Seller's Securities Intermediary Account to facilitate the transfer of the Acquired Assets at Closing. The Trustee and Acheron shall cooperate with the Seller's Securities Intermediary to accomplish the assignment of Seller's Securities Intermediary Account to the Acheron Trustee. Any fee, cost or other charge imposed by Seller's Securities Intermediary in connection with the assignment of Seller's Securities Intermediary Account shall be shared equally by the Trustee and the Acheron Trustee. In the event the Acheron Trustee accepts an assignment of Seller's Securities Intermediary Account, the Acheron Trustee shall cooperate with Seller's Securities Intermediary, the Trustee, and Litai Assets, LLC, as servicer for the Trustee and as servicer for certain policies which are not Acquired Assets and which were to be transferred to certain Keep Policy Investors who owned 100% of the interests in such policies ("100% Owned Policies"), to effectuate the transfer of ownership of the 100% Owned Policies to the appropriate parties, including by executing such Entitlement Orders or Change of Beneficiary forms as are reasonably required to effectuate such transfers

6. **Allocation of Sale Proceeds to Acheron Interests.** The Purchase Price for the Acquired Assets shall be allocated among Tranche A, Tranche A-1 and Tranche B as follows: (a) the allocation to Tranche B shall be equal to the aggregate of the last reported cash surrender value for the Tranche B Policies as of the Closing Date; (b) the allocation between Tranche A and Tranche A-1, following the allocation to Tranche B, shall be in the same ratio as the ratio of the

ratio of the Qualifying Bids submitted by Acheron Capital for Tranche A and Tranche A-1 on December 2, 2022. Proceeds from the sale of the Acquired Assets (the "Sale Proceeds") shall be allocated to a tranche of Policies based upon the respective Final Purchase Price for the Acquired Assets in such tranche. The Sale Proceeds allocable to the Policies in Tranche A and Tranche A-1 shall then be allocated to each Policy pursuant to the allocation process set forth on **Exhibit D** attached hereto (the "Allocation Process"), which will be the value allocable to each Policy in Tranche A and Tranche A-1 (the "Policy Sale Value") for purposes of this Settlement Agreement. The portion of the Policy Sale Value allocated to Acheron for a Policy in Tranche A and Tranche A-1 (prior to determination of the Net Acheron Proceeds pursuant to Section 7) shall be based upon the percentage of the Acheron Interest in such Policy relative to the face value of such Policy. For purposes of illustration only, if (a) the Policy Sale Value of Policy No. 001 in Tranche A as determined by the Allocation Process is $150,000 and (b) the Acheron Interest in Policy No. 001 is 60% of its face value, then $90,000 (60% x $150,000 = $90,000) shall be allocated as the value of the Acheron Interest in such Policy (the "Acheron Value"). The Trustee agrees that from the date of execution of this Settlement Agreement until the Closing Date of the APAs, the Trustee will not voluntarily withdraw for distribution to the Trust any cash value from the Policies. The same Allocation Process shall be applied to the interests of all Keep Policy Investors who hold interests in the Policies in Tranche A and Tranche A-1.

7. **Determination of Net Acheron Proceeds.** Subject to Acheron's rights as set forth in Section 9 of this Settlement Agreement, and notwithstanding anything to the contrary contained in the March 2015 Agreement, the Trustee is permitted to charge costs of liquidating the Trust against the Policy Sale Value allocable to the Policies in Tranche A and Tranche A-1 only in the manner described in this Section 7. Liquidation costs include, without limitation, broker's fees, Stalking Horse Break Fees, accrued and unpaid professional fees, Seller's Security Intermediary

fees, repayment of the Trust's line of credit, actuary fees, costs of distribution of Sale Proceeds, fees for calculation of premium refunds, fees for interim and final accounting, tax reporting and tax returns, back-up servicer termination fees, litigation expenses and reserves, and other miscellaneous operating expenses (collectively, "Liquidation Costs"), provided, however, that Liquidation Costs shall not include any life insurance premium or cost of insurance, fee or other charge paid or payable by the Trust, whether from the assets of the Trust or by draw on the Trust's line of credit, for the direct benefit of a Keep Policy Investor ("Investor Advance") that is repaid or reimbursed from amounts otherwise distributable by the Trust to such Keep Policy Investor. Prior to making a distribution of funds to a Keep Policy Investor who has received an unpaid Investor Advance, the Trustee shall or, if applicable, shall instruct the Person or Persons making such distribution to set off and recoup the unpaid amount of the Investor Advance against the amount of the distribution, provided, however, that in no event may the amount of the set off exceed the amount of the distribution.

a. Liquidation Costs shall be paid to the extent practicable from the assets of the Trust (other than Sale Proceeds) (the "Non-Sale Assets").

b. Fees of Seller's Securities Intermediary that are charged on a per Policy basis and are not paid by Non-Sale Assets, to the extent reasonably calculable and allocable on a per-policy basis ("S.I. Per Policy Costs") shall be charged as a Liquidation Cost to the Policy that generated the cost or fee.

c. The Stalking Horse Break Fees for Tranche A and Tranche A-1 shall be allocated to each such tranche based on the amount of the Stalking Horse Break Fees set forth in the respective Stalking Horse APA for each such tranche.

d. Except for S.I. Per Policy Costs and Stalking Horse Break Fees, Liquidation Costs shall be allocated on a tranche by tranche basis relative to the Final Purchase Price

for the Policies in such tranche. For purposes of illustration only, if the respective Final Purchase Price for Tranches A, A-1 and B is $15 million (75% of total Sale Proceeds), $3 million (15% of total Sale Proceeds) and $2 million (10% of total Sale Proceeds), and (after exhaustion of Non-Sale Assets) total unpaid Liquidation Costs, except for unpaid S.I. Per Policy Costs, equals $4.5 million, then (i) $3.375 million of such Liquidation Costs shall be allocated to Tranche A (75% x $4.5 million = $3.375 million), (ii) $675,000 of such Liquidation Costs shall be allocated to Tranche A-1 (15% x $4.5 million = $675,000) and (iii) $450,000 of such Liquidation Costs shall be allocated to Tranche B (10% x $4.5 million = $450,000);

e. The Liquidation Costs allocated to Tranche A and Tranche A-1, except for S.I. Per Policy Costs and Stalking Horse Break Fees, shall then be allocated among the Policies in each such tranche proportionately based upon the value allocated to a Policy as determined by the Allocation Process relative to the total Sale Proceeds allocated to such tranche, and thereafter S.I. Per Policy Costs shall be added on a Policy by Policy basis. For purposes of illustration only, if Policy No. 001 in Tranche A has a value of $150,000 pursuant to the Allocation Process and represents 1% of the total value of all Policies in Tranche A (i.e., $15 million), total Liquidation Costs, except for S.I. Per Policy Costs, allocable to the Policies in Tranche A are $3.75 million, and the S.I. Per Policy Cost for Seller's Securities Intermediary with respect to Policy No. 001 is $250, then a total of $37,750 of Liquidation Costs (1% x $3.75 million = $37,500 + $250 = $37,750), shall be charged against Policy No. 001. The intention of the parties is that all S.I. Per Policy Costs that are not paid out of Non-Sale Assets, whether the Policy is in Tranche A-1, Tranche A or Tranche B shall be a Liquidation Cost charged to the

specific Policy that generated such fee. However, no Policy shall be allocated a negative value as a result of the foregoing allocation process. To the extent a Policy would be allocated a negative value as a result of the foregoing allocation process, such Policy shall be allocated a value of $0, and the remaining Liquidation Costs that would otherwise be allocated to such Policy shall be reallocated to the other Policies in the same tranche on a *pro rata* basis based on the values allocated to such Policies.

f. Liquidation Costs allocated to a Policy in Tranche A and Tranche A-1 shall then be allocated to the Acheron Interest in such Policy based upon the percentage of the Acheron Interest relative to the face value of such Policy (the "Acheron Liquidation Cost"). For purposes of illustration only, if (a) the Acheron Interest in Policy No. 001 is 60% of its face value and (b) the total Liquidation Costs allocated to the Policy No. 001 are $37,750, then the Acheron Liquidation Cost for Policy No. 001 is $22,650 (60% x $37,500 = $22,650).

g. The Acheron Liquidation Cost allocable to each Policy in Tranche A and Tranche A-1 shall then be deducted from the Acheron Value allocated to such Policy to determine the net Acheron Value for such Policy (the "Net Acheron Value"). For purposes of illustration only, if (a) the Acheron Value allocated to Policy No. 001 is $90,000 (60% of $150,000) and the Acheron Liquidation Cost allocated to the Acheron Interest in Policy No. 001 is $22,650, then the Net Acheron Value for Policy No. 001 is $67,350 ($90,000 - $22,650 = $67,350).

h. The same process as set forth in this Section 7 for allocating Liquidation Costs shall be applied to the interests of all Keep Policy Investors who hold interests in the Policies in Tranche A and Tranche A-1.

8. **Liquidation Cost Reporting.** Commencing on March 15, 2023, and on the 15th day of each month thereafter (or the next Business Day if the 15th day of the month is not a Business Day) and continuing until all Net Acheron Value has been distributed to Acheron, the Trustee shall in good faith provide Acheron with a monthly report (as of the close of the prior month) of all Liquidation Costs deducted or estimated to be deducted from the Sale Proceeds (the "Liquidation Costs Report"). The Liquidation Costs Report shall be substantially consistent with the form attached hereto as **Exhibit E**.

9. **Liquidation Costs Disputes.** Acheron agrees that if the Liquidation Costs to be deducted from the Sale Proceeds do not exceed $5 million, Acheron shall not object to any Liquidation Costs or to the deduction of such costs from the distributions to be made from the Sale Proceeds in accordance with Section 7 of this Agreement. Acheron reserves and retains the right to file in the Court an objection to Liquidation Costs if the aggregate amount of all Liquidation Costs deducted or reasonably estimated to be deducted from the Sales Proceeds exceeds $5 million ("Liquidation Cost Objection"). Acheron may not assert a Liquidation Cost Objection until such time as (a) the aggregate current and estimated net Liquidated Costs reflected on the Liquidation Costs Report equals or exceeds $4 million and (b) Acheron reasonably estimates – based on the Liquidation Costs Reports provided by the Trustee – that the aggregate amount of all Liquidation Costs chargeable against the Sale Proceeds through the termination of the Trust will exceed $5 million. The Trustee reserves all rights and defenses to any Liquidation Cost Objection, other than any defense based, in full or in part, upon Acheron's alleged lack of standing to challenge Liquidation Costs, such standing arising as a result of this Settlement Agreement. Prior to Acheron filing a Liquidation Cost Objection in the Court, the Parties shall confer in good faith in an attempt to resolve such objection.

10. **Distribution of Net Acheron Value.** The Trustee shall use reasonable efforts

consistent with his fiduciary duties to complete the liquidation of the Trust and distribute all net proceeds from the Sale Proceeds, including distribution of the Net Acheron Value to Acheron, as expeditiously as reasonably possible. Distributions of the Net Acheron Value to Acheron shall be made at the same time as the distributions to Keep Policy Investors of the net sale proceeds allocable to their interests. If a final or interim distribution of Net Acheron Value has not been made to Acheron within three (3) months of completion of the Allocation Process, the Trustee shall confer in good faith with Acheron within fifteen (15) Business Days after the three (3) month anniversary of the completion of the Allocation Process, to discuss the feasibility of establishing a reserve for undetermined or unknown Liquidation Costs and, thereafter making an interim distribution of Net Acheron Value to Acheron. If no interim (or final) distribution of Net Acheron Value has been made to Acheron within five (5) months of the completion of the Allocation Process, Acheron may file a motion with the Court requesting entry of an Order directing an interim (or final) distribution of Net Acheron Value to Acheron. The Trustee reserves all rights and defenses with respect to any such motion other than any defense based, in full or in part, upon Acheron's alleged lack of standing to seek an interim (or final) distribution, such standing arising as a result of this Settlement Agreement.

11. **Lincoln COI Litigation.** Prior to filing any claim on behalf of the Trust in connection with the Lincoln COI Litigation with respect to a Policy or in connection with any settlement involving a Policy in which Acheron owned or previously owned an interest, the Trustee will confer with Acheron Capital regarding the form and substance of such filing. Any future benefit allocable to the Acquired Assets from the Lincoln COI Litigation (such as a reduction in the future cost of insurance) shall inure to the exclusive benefit of the Buyer. Any refund of premiums or other monetary or non-monetary compensation received by the Trust as a result of the Lincoln COI Litigation that relates to current or former Acheron Interests shall be distributed

to Acheron as soon as practicable in accordance with the Trust Agreement and the March 2015 Agreement in the same manner as such distributions are made to Keep Policy Investors. Upon the liquidation of the Trust, if the Lincoln COI Litigation is still pending, all then remaining claims of the Trust relating to or which may be asserted in the Lincoln COI Litigation shall be deemed exclusively assigned to the Acheron Trustee, as is, without any representations or warranties, provided that nothing herein shall be deemed an assignment of, or a waiver of, any attorney-client or other privilege with respect to any communications between the Trustee, his representatives and agents, and his counsel with regard to the Lincoln COI Litigation or any other matter, or otherwise entitle Acheron to access any such communications in any way.

12. **Declaratory Relief Litigation.** Within three Business Days of the Closing Date, the Parties shall take such action as is necessary to dismiss the Declaratory Relief Litigation, with prejudice, and with each party to bear its own attorneys' fees and costs.

13. **Mutual Releases.** Except for Acheron's Reserved Objections (and with respect thereto, solely to the extent provided in Section 4 of this Settlement Agreement) and reservation of its rights with respect to Liquidation Costs as set forth in Section 9 of this Settlement Agreement and the distribution of Net Acheron Value as set forth in Section 10 of this Settlement Agreement, and the Parties' respective rights and remedies under this Settlement Agreement and the APAs, the Trustee and Acheron agree not to commence or continue litigation, arbitration, or any other legal proceedings against the other and irrevocably and unconditionally waive, discharge and forever release the other, their respective affiliates, beneficiaries, successors and assignees, and all of their respective agents, heirs, representatives, attorneys, professionals, officers, directors, and employees, from any and all past, present or future claims, demands, damages (including, but not limited to, compensatory, special, exemplary, punitive, statutory, incidental, consequential, economic and non-economic), suits, debts, sums of money (including interest), accounts,

reckonings, attorneys' fees, costs, bills, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, in law or in equity, whether known or unknown, from the beginning of the world to the date hereof, relating to the Receivership Entities, the Trust, the Trust Agreement, the Prior APAs, the March 2015 Agreement, the Declaratory Relief Litigation and the Acheron Interests. Without limiting the foregoing, Acheron agrees not to oppose the issuance of a mandate in Case No. 22-10748. Nothing herein shall be deemed a release or waiver, discharge, release or covenant with respect to any claims, demands, damages, suits, debts, sums of money, accounts, reckonings, attorneys' fees, costs, bills, covenants, controversies, agreements, promises, claims and demands whatsoever, the Trustee has, or may have, against Litai Assets, LLC or any of its respective affiliates, beneficiaries, successors, assigns, agents, heirs, representatives, attorneys, professionals, officers, directors and employees.

14. **No Party is A Prevailing Party.** No Party shall be considered a prevailing party for any purpose.

15. **Frustration of Purpose.** Neither Party shall take any action directly or indirectly (or cause any Person) to frustrate the purposes of this Settlement Agreement.

16. **Court Approval.** Within three Business Days of the Settlement Date, the Trustee shall file a motion seeking Court approval of this Settlement Agreement. If the Court does not approve this Settlement Agreement, then this Settlement Agreement shall automatically terminate and no longer be in force or effect, and the Parties shall retain all of their respective claims, rights, remedies and defenses.

17. **Non-Approval**. If the Court does not approve this Settlement Agreement, nothing herein shall be deemed a representation or admission by any Party as to any issue, claim, dispute, defense or controversy between the Parties.

18. **Neutral Interpretation.** In the event any dispute arises among the Parties with regard to the interpretation of any term of this Settlement Agreement, or any agreement attached hereto, all of the Parties shall be considered collectively to be the drafting Party and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be inapplicable.

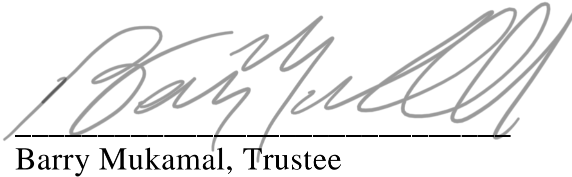
19. **Authority.** Each Party and person signatory to this Settlement Agreement represents and warrants that such Party / signatory has entered into / executed this Settlement Agreement of their own free will, based upon their independent business judgment and/or upon advice from counsel of its choosing, and without reliance on any representation of or inducement from any other Party, except as may specifically be set forth herein. Each Party to this Settlement Agreement further warrants and represents that the person signing this Settlement Agreement on its behalf is duly authorized to enter into this Settlement Agreement on behalf of such Party. Each Party signing this Settlement Agreement separately acknowledges and represents that this representation and warranty is an essential and material provision of this Settlement Agreement and shall survive execution of this Settlement Agreement.

20. **Other Provisions.** Sections 9.2 through 9.10 of the APAs is incorporated into this Settlement Agreement as if the terms thereof were set forth herein in full, provided, however, that as so incorporated "this Agreement" shall refer to this Settlement Agreement.

[Execution page to follow.]

ACKNOWLEDGED AND AGREED THIS 27 DAY OF December, 2022, BY:

Barry Mukamal, as Trustee of the Mutual Benefits Keep Policy Trustee



____
Barry Mukamal, Trustee

Acheron Capital, Ltd., on its own behalf, and as Investment Manager on behalf of, and as agent for Robert H. Edelstein, as Trustee of the Acheron Portfolio Trust, in its separate capacity and as assignee of all of the assets of Avernus Portfolio Trust, Lorenzo Tonti 2006 Trust and STYX Portfolio Trust

____
Jean-Michel Paul, CEO

ACKNOWLEDGED AND AGREED THIS 23 DAY OF December, 2022, BY:

Barry Mukamal, as Trustee of the Mutual Benefits Keep Policy Trustee

____
Barry Mukamal, Trustee

Acheron Capital, Ltd., on its own behalf, and as Investment Manager on behalf of, and as agent for Robert H. Edelstein, as Trustee of the Acheron Portfolio Trust, in its separate capacity and as assignee of all of the assets of Avernus Portfolio Trust, Lorenzo Tonti 2006 Trust and STYX Portfolio Trust

____
Jean-Michel Paul, CEO

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ASSET PURCHASE AGREEMENT – TRANCHE "A"

by and between

BARRY MUKAMAL,
As the Trustee for the Mutual Benefits Keep Policy Trust,

As Seller

And

ROBERT H. EDELSTEIN,
as the Trustee of the Acheron Portfolio Trust,

As Buyer

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into by and between Barry Mukamal, as Trustee (the "Trustee") of the Mutual Benefits Keep Policy Trust (the "Trust"), under Trust Agreement dated September 25, 2009 (hereinafter referred to as the "Trust Agreement") (in such capacity, "Seller"), and Robert H. Edelstein, as the Trustee of the Acheron Portfolio Trust ("Buyer"), as of December 23, 2022. Seller and Buyer, may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Roberto Martinez was previously the Receiver for Mutual Benefits Corp., a Florida corporation ("MBC"), Viatical Services, Inc., a Florida corporation ("VSI"), and Viatical Benefactors, LLC, a Delaware limited liability company ("VBLLC"), and together with MBC and VSI, (the "Receivership Entities") pursuant to the Order Appointing Receiver entered by the United States District Court for the Southern District of Florida (the "Court") on May 4, 2004 under Case No. 04-60573-CIV-MORENO-SIMONTON (the "Receivership Proceeding"); and

WHEREAS, pursuant to the Receivership Order, Receiver was authorized to take possession of all of the assets of the Receivership Entities, including the "Acquired Assets" (as defined below), and was vested with all power and authority to, among other things, administer and manage the assets and business affairs of the Receivership Entities; and

WHEREAS, pursuant to the Order on Disposition of Policies and Proceeds entered by the Court on September 14, 2005 and subsequent orders related to the disposition of Undersubscribed Keep Policies and Fractional Interests therein ("Disposition Orders"), Receiver had been vested with full power and authority to sell the Acquired Assets; and

WHEREAS, the Receiver established the Mutual Benefits Keep Policy Trust (the "Trust") and assigned and transferred to the Trust the assets including the Acquired Assets; and

WHEREAS, the Receiver appointed Seller as Trustee of the Trust pursuant to the Trust Agreement; and

WHEREAS, pursuant to the Trust Agreement, Seller was authorized to receive and hold the Trust assets, including the Acquired Assets and was vested with all power and authority to, among other things, sell the assets of the Trust, including the Acquired Assets; and

WHEREAS, Seller desires to, on behalf of the Trust, sell and assign to Buyer, and Buyer desires to purchase from Seller and accept assignment from Seller of, the Acquired Assets, all upon the terms and conditions set forth herein and in the Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in consideration of the representations, warranties and covenants contained herein, the Parties, intending to be legally bound thereby, agree as follows:

ARTICLE I
DEFINITIONS

"Acquired Assets" has the meaning set forth in Section 2.1 of this Agreement.

"Agreement" means this Asset Purchase Agreement (together with all schedules and exhibits attached hereto, which are deemed a part hereof), as may be amended, modified, supplemented and/or restated from time to time in accordance with its terms.

"Assumed Liabilities" has the meaning set forth in Section 2.3 of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or any other day designated as a holiday by the Court.

"Buyer" has the meaning set forth in the preface above.

"Buyer's Securities Intermediary" means, with respect to a Policy, the financial institution that is the named owner and beneficiary thereof, and through which Buyer is the owner of securities entitlements pursuant to a securities account control agreement.

"Buyer's Securities Intermediary Account" means the Seller's Securities Intermediary Account, as assigned and transferred to Buyer at Closing provided that Wilmington Trust, N.A. consents to such assignment and transfer with the reasonable costs thereof split equally by Buyer and Seller, otherwise "Buyer's Securities Intermediary Account" means a securities intermediary account owned by Buyer with Wilmington Trust, N.A. as Buyer's Securities Intermediary.

"Closing" has the meaning set forth in Section 3.2 of this Agreement.

"Closing Date" has the meaning set forth in Section 3.2 of this Agreement.

"Court" has the meaning set forth in the preface above.

"Deposit" means funds held in the trust account of Seller's counsel pursuant to this Agreement.

"Disposition Orders" has the meaning set forth in the preface above.

"Effective Date" means the first Business Day that all of the conditions precedent set forth in Article VII of this Agreement of both Buyer and Seller have been satisfied.

"Encumbrance" means any lien (statutory or otherwise), claim, Liability, interest, beneficial interest, right, pledge, option, charge, hypothecation, security interest, right of first refusal, mortgage, deed of trust or other encumbrance of any kind or any right or interest of any Person.

"Entitlement Order" means an order requiring that Seller's Securities Intermediary or Buyer's Securities Intermediary, as the case may be, take one or more actions with respect to the Policies.

"Escrow Release Date" has the meaning set forth in Section 3.5 of this Agreement.

"Excluded Assets" has the meaning set forth in Section 2.2 of this Agreement.

"Final Purchase Price" has the meaning set forth in Section 2.5 of this Agreement.

"Insured" means the individual or individuals named as the insured under the terms of each Policy listed on the Schedule attached hereto.

"Insurer" means at any time, with respect to any Policy, the insurance company or other entity that is at that time obligated to pay the related net death benefit upon the death of the related Insured or any other benefit provided by such Policy, or the successor to such obligation.

"Liabilities" means any and all debts, indebtedness, losses, claims, damages, costs, expenses, demands, fines, judgments, penalties, liabilities, commitments, sales commissions, contracts, responsibilities and obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, known or unknown, fixed or unfixed, due or to become due.

"Longevity" means Longevity Asset Advisors, LLC, which has been engaged by Seller to assist in consummating the sale of the Policies.

"MBC" has the meaning set forth in the preface above.

"Parties" has the meaning set forth in the preface above.

"Person" means any individual, partnership, joint venture, association, trust, limited liability company, proprietorship, unincorporated association, business organization, enterprise, joint stock company, estate, governmental authority or other entity.

"Policy" means a life insurance policy held by the Trust pursuant to the Trust Agreement.

"Policy Files" means (a) all documents maintained by Seller in connection with a Policy, as have been made available to Buyer via the data room hosted by Longevity and (b) any paper file for a Policy constituting an Acquired Asset in the possession of Seller's Securities Intermediary.

"Policy Proceeds" means all benefits of a Policy including but not limited to the right to any death benefits, any return of premiums, any cash surrender values, any interest accrued in relation to any amounts payable by the applicable Insurer and any other proceeds or other benefits of any nature associated with such Policy.

"Pre-Transfer Expenses" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Transfer Proceeds" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Transfer Reimbursement" has the meaning set forth in Section 2.3 of this Agreement.

"Purchase Price" has the meaning set forth in Section 2.4 of this Agreement.

"Purchase Price Adjustments" has the meaning set forth in Section 2.5 of this Agreement.

"Receivership Entities" has the meaning set forth in the preface above.

"Receivership Order" has the meaning set forth in the preface above.

"Receivership Proceeding" has the meaning set forth in the preface above.

"Sale Approval Order" means an Order of the Court authorizing and approving (a) the Settlement Agreement and (b) the sale of the Acquired Assets by Seller to Buyer substantially in accordance with the terms of this Agreement.

"Sale Procedures" means the procedures set forth in the Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination filed by the Trustee in the Court on January 21, 2022, as may be modified by the Trustee and as approved by the Court.

"Seller" has the meaning set forth in the preface above.

"Seller's Securities Intermediary" means the financial institution that is the named owner and beneficiary of all life insurance policies owned by the Seller, and with whom the Seller is the owner of securities entitlements pursuant to a securities account control agreement.

"Seller's Securities Intermediary Account" means the securities intermediary account owned by the Seller with Wilmington Trust, N.A. as Seller's Securities Intermediary.

"Settlement Agreement" means the settlement agreement subject to Court approval between Seller, Buyer and Acheron Capital, Ltd., dated as of December 23, 2022, a copy of which is attached hereto as Exhibit B.

"Settlement Date" means December 23, 2022.

"Taxes" means any federal, state, local or foreign net or gross income, minimum, alternative minimum, sales, value added, use, excise, franchise, real or personal property, transfer, conveyance, environmental, gross receipts, capital stock, production, business and occupation, disability, employment, payroll, severance, withholding or other tax, assessment, duty, fee, levy or charge of any nature whatsoever, whether disputed or not, imposed by any governmental authority, and any interest, penalties (civil or criminal), additions to tax or additional amounts related thereto or to the nonpayment thereof, including any obligations under any agreement or other arrangement with respect to any of the foregoing.

"Transaction Documents" means collectively this Agreement, the Settlement Agreement and any other document executed by Seller or Buyer at the Closing in connection with the purchase of Acquired Assets.

"Trust" has the meaning set forth in the preface above.

"Trust Agreement" has the meaning set forth in the preface above.

"Trustee" has the meaning set forth in the preface above.

ARTICLE II
PURCHASE & SALE OF ASSETS

2.1 Purchase and Sale. On the terms and conditions set forth herein, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified in Section 2.5 of this Agreement. For purposes of this Agreement, "Acquired Assets" means all right, title and interest in and to the Policies described and listed in the schedule attached hereto as Exhibit A and incorporated herein by this reference as of the date hereof (the "Schedule") and all Policy Files with respect thereto. The Schedule will be updated as of the Closing Date and at the end of the Look-Back Period to reflect any Policy listed in the Schedule attached hereto that becomes an Excluded Asset after the date hereof, in accordance with Section 2.2 of this Agreement.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer shall not purchase or accept from Seller, any of the following (each an "Excluded Asset"):

(a) any asset or property of Seller or the Trust that is not specifically set forth in the Schedule attached hereto; and

(b) any Policy identified in the attached Schedule with respect to which Seller has provided Buyer, within forty five (45) days after the Settlement Date (or if such date is not a Business Day, the first Business Day thereafter) (the "Look-Back Period"), documentation evidencing either: (i) the death of the Insured under such Policy; or (ii) any other maturity of such Policy pursuant to the terms thereof; in either case prior to the Settlement Date, as to which the Purchase Price shall be adjusted in accordance with Section 2.5 hereof, and following the provision of such documentation with respect to any such Policy, such Policy shall cease to be an Acquired Asset (and shall be deemed to have never constituted an "Acquired Asset") for all purposes of this Agreement.

2.3 Allocation of Death Benefit and Assumption of Liabilities. As of the Settlement Date, and subject to the provisions of Section 2.2 above, all Policy Proceeds in connection with an Acquired Asset shall belong to Buyer, subject to the Closing of the transaction in accordance with Article III of this Agreement. From the Settlement Date until (a) the Closing Date or (b) in the case of a Non-SI Policy (as hereinafter defined), the date the conditions for release of the Escrow Amount (as hereinafter defined) with respect to a Non-SI Policy are satisfied (the "Escrow Release Date"), Seller shall continue to pay, perform and discharge in accordance with their respective terms, all obligations necessary to service and maintain any Policy that is an Acquired Asset including the premium (in the amounts reasonably determined by Seller's servicer), servicing fee, Seller's Securities Intermediary fees, and any other similar charge directly attributable to such Policy (the "Pre-Transfer Expenses"), and shall receive and hold all Policy Proceeds for the benefit of Buyer (the "Pre-Transfer Proceeds") subject to the Closing of the transaction in accordance with Article III of this Agreement or, in the case of Non-SI Policies, the Escrow Release Date. At Closing or, in the case of Non-SI Policies, upon the Escrow Release Date, Seller shall provide Buyer with commercially reasonable documentation evidencing the Pre-Transfer Expenses, and

Buyer shall reimburse Seller for the Pre-Transfer Expenses, without any interest thereon (the "Pre-Transfer Reimbursement") and Seller shall tender the Pre-Transfer Proceeds to the Buyer. For the avoidance of doubt, Pre-Transfer Expenses payable by Buyer shall not include expenses related to or arising from the general administration of the Trust or the costs of sale including, without limitation, fees payable to the Trustee and/or Trust professionals (including Trust counsel, brokers, advisers, accountants or actuaries). Upon the Closing Date or, in the case of Non-SI Policies, the Escrow Release Date, Buyer shall assume all obligations that arise under the Policies acquired hereunder from and after the Closing Date or, if applicable, the Escrow Release Date, including without limitation, all obligations to pay the premiums or other charges with respect to such Policies which become due on and after the Closing Date ("Assumed Liabilities").

2.4 Purchase Price. Buyer agrees to purchase the Acquired Assets for that portion of $24 million that is allocated to the Acquired Assets pursuant to the Settlement Agreement (the "Purchase Price"), to be paid to Seller by Buyer at Closing, subject to the Purchase Price Adjustments. Within five (5) Business Days of the Settlement Date, Buyer shall increase the amount of the Deposit so that it equals 10% of the Purchase Price. The Deposit shall be held in the trust account of Seller's counsel. Buyer shall pay the balance of the Purchase Price on the Closing Date in immediately available funds, to be held in the trust account of Seller's counsel, David L. Rosendorf, Esq., pending the Escrow Release Date.

2.5 Purchase Price Adjustments. The following adjustments shall be made to the Purchase Price, which after such adjustments shall be the "Final Purchase Price"):

(a) In the event any Policy listed in the attached Schedule shall become an Excluded Asset pursuant to Section 2.2(b) hereof, the Purchase Price shall be reduced by an amount which shall be equal to the greater of (i) the cash surrender value of the Policy, if any, or (ii) ten percent (10%) of the face value of the Policy (the "Allocated Value"), and Buyer shall be refunded the Allocated Value for such Policy, plus any additional premiums or other charges paid by Buyer with respect to such Policy prior to the conclusion of the Look-Back Period. In the event that the face value of a Policy that is an Acquired Asset is reduced subsequent to the date of this Agreement and prior to the Closing, the Purchase Price shall be reduced by an amount equal to the ratio of the amount of the reduction to the total face value of all Policies that are Acquired Assets; provided, however, that prior to any reduction in face value due to the non-payment of premium, the Trust shall, if provided adequate notice by the Trust's servicer, provide Buyer with reasonable notice and Buyer shall have the option, in its sole discretion, to prevent the reduction by advancing the amount of such premium to the Trust. Buyer's advance(s) to prevent the reduction of a Policy's face value, if any, shall be credited against the Pre-Transfer Reimbursement.

ARTICLE III
CLOSING

3.1 Effectiveness of Agreement. This Agreement shall be effective and enforceable when each Party has duly executed, dated, and delivered this executed Agreement to the other Party.

3.2 Closing. Unless this Agreement shall have been terminated pursuant to Section 8 hereof, the closing of the transaction contemplated hereby (the "Closing") shall take place within fourteen (14) Days after the Effective Date (the "Closing Date"), or if the sole condition to the Effective Date occurring is that the Sale Order has been stayed, within seven (7) days after such stay is lifted, unless extended by mutual written agreement of the Parties. The Closing shall be held at the offices of Kozyak Tropin & Throckmorton, LLP, unless the Parties agree otherwise.

3.3 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer (a) a bill of sale with respect to the Acquired Assets, (b) an electronic copy of all reasonably available Policy Files for Policies that are part of the Acquired Assets; (c) a copy of the Sale Approval Order; (d) the full amount of the Pre-Transfer Proceeds payable at Closing; and (e) as applicable, either (i) an Assignment of Seller's Securities Intermediary Account (including all related Policy Files) to Buyer or (ii) an Entitlement Order directing Seller's Securities Intermediary to debit each Policy (and related Policy File) that is an Acquired Asset under the terms of this Agreement from Seller's Securities Intermediary Account, and to credit each Policy (and related Policy File) that is an Acquired Asset under the terms of this Agreement to Buyer's Securities Intermediary Account, and Seller thereby shall assign, sell, transfer and grant to Buyer all of the Acquired Assets being purchased and sold as of the Closing Date. If any Policies are determined to be Excluded Assets after the Closing Date, but prior to the end of the Look-Back Period, the Seller shall deliver an amended bill of sale accordingly to the Buyer.

3.4 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller (a) the full amount of the Final Purchase Price (subject to the refund provisions of Section 2.5(a) hereof with respect to any Policy that becomes an Excluded Asset) by bank wire transfer in immediately available funds, which shall be held in Seller's counsel's trust account pending satisfaction of the conditions for release of the Final Purchase Price in Sections 3.5 and 3.6 of this Agreement; (b) the full amount of the Pre-Transfer Reimbursement due at Closing; and (c) an Entitlement Order directing Buyer's Securities Intermediary to credit each Policy that is an Acquired Asset under the terms of this Agreement to Buyer's Securities Intermediary Account.

3.5 Release of Final Purchase Price. As applicable, (a) Seller's Securities Intermediary and Buyer's Securities Intermediary shall confirm the Assignment of Seller's Securities Intermediary Account (including all related Policy Files) to Buyer or (b) Seller and Buyer shall each promptly cause their respective Securities Intermediaries to execute the Entitlement Orders. Subject to Section 3.6 of this Agreement, the Final Purchase Price shall be released from Trustee's counsel trust account and delivered to Seller upon: (i) the expiration of the Look-Back Period; (ii) the determination of all Policies which are Excluded Assets; (iii) the calculation of the amount of the Allocated Value and other adjustments to the Final Purchase Price pursuant to Section 2.5(a); and (iv) confirmation that all Policies that are Acquired Assets have been debited from Seller's Securities Intermediary Account and credited to Buyer's Securities Intermediary Account (the "Escrow Release Date") The excess of any funds then held in escrow by Trustee's counsel over the amount disbursed to the Seller as specified above, shall be delivered to the Buyer within five (5) Business Days.

3.6 Post-Closing Escrow. In the event that any Policies that are Acquired Assets have not been transferred to Seller's Securities Intermediary Account as of the Closing Date ("Non-SI Policies"), Seller and Buyer agree that a portion of the Final Purchase Price equal to the ratio of the face value

of the Non-SI Policies to the total face value of all Policies that are Acquired Assets shall remain in escrow in Trustee's counsel's trust account ("Escrow Amount"), and the portion of the Escrow Amount attributable to the face value of a Policy that is an Acquired Asset shall be released as follows: (a) (i) if Buyer has been assigned Seller's Securities Intermediary Account, upon the transfer of a Non-SI Policy to the assigned Seller's Securities Intermediary Account; or (ii) if Buyer has established its own Buyer's Securities Intermediary Account at Wilmington Trust, N.A., upon the transfer of a Non-SI Policy to Seller's Securities Intermediary Account, the delivery of an Entitlement Order directing Seller's Securities Intermediary to debit such Policy from Seller's Securities Intermediary Account and to credit such Policy to Buyer's Securities Intermediary Account, and confirmation that the Policy has been so debited and credited; or (b) if the Non-SI Policy cannot be transferred to Seller's Securities Intermediary Account despite commercially reasonable efforts by Seller, then upon Seller's execution and delivery to Buyer of documentation irrevocably assigning all of Seller's right, title and interest in the Non-SI Policy to Buyer, including, as is reasonably necessary, (i) documentation designating Buyer as the irrevocable beneficiary for 100% of the death benefit of the Policy owned by Seller; (ii) documentation authorizing Buyer to designate the address and contact information for all communications regarding the Policy; and (iii) a power of attorney authorizing Buyer to take any and all actions reasonably necessary to maintain, manage and realize the full economic benefit of the Policy. If within sixty (60) days after the Closing Date, the conditions for release of any of the Escrow Amount have not occurred, then the remaining Escrow Amount shall be returned to Buyer. If requested by any of Seller, Buyer or Trustee's counsel, the Parties and Trustee's counsel will enter into an escrow agreement at the Closing, which conforms to the foregoing terms and conditions with respect to the Escrow Amount.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

4.1 Status as Trustee. Seller is the duly appointed Trustee of the Trust and was appointed by the Receiver for the Receivership Entities.

4.2 Authority, Power and Binding Effect. Seller, subject to the entry of the Sale Approval Order, has all requisite power and authority, pursuant to the Trust Agreement and other applicable directives of the Court, to execute and deliver this Agreement and to perform its obligations under this Agreement and the other Transaction Documents, including without limitation, the power and authority to sell the Acquired Assets free and clear of all Encumbrances. Seller has duly executed and delivered this Agreement and each other Transaction Document to which Seller is a party, and when delivered by Seller in accordance with this Agreement, each other Transaction Document to which Seller will be a party will be duly executed and delivered by Seller. This Agreement and each other Transaction Document when duly executed and delivered shall constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their terms. Seller represents that no further Order or approval from the Court other than the Sale Approval Order is required in order to consummate the sale of the Acquired Assets in accordance with this Agreement.

4.3 Title to Acquired Assets. Seller (or, subject to the Securities Account Control Agreement between Seller and the Seller's Securities Intermediary, the Seller's Securities Intermediary) is conveying good and valid title to the Acquired Assets free and clear of any Encumbrances. All of Seller's and Trust's claims, options, privileges, right, title and interest in to, and under the Acquired Assets, including all beneficial interests in the Policies, will be sold, conveyed, assigned, transferred and delivered to Buyer at Closing, free and clear of all Encumbrances.

4.4 As Is, Where Is. The sale of the Acquired Assets shall be made "as is, where is" without any recourse whatsoever against the Seller (but without limiting any representation or warranty of Seller expressly set forth in Article IV of this Agreement), the Trust, or any of their professionals, employees or agents.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER ACCEPTS THE CONDITION OF THE POLICIES "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AS TO THE CONDITION, SIZE OR VALUE OF THE POLICIES, EXCEPT ONLY AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE POLICIES, (B) THE POLICY DOCUMENTS, (C) THE SUITABILITY OF THE POLICIES, (D) THE COMPLIANCE OF THE POLICIES, INCLUDING ANY UNDERWRITING, WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL ENTITY, OR (D) ANY OTHER MATTER WITH RESPECT TO THE POLICIES, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT.

4.5 Status of Policies. As of the Closing Date, each of the Policies included in the Acquired Assets is "in-force" and has not lapsed. Any Policies which are not "in-force" or have lapsed prior to the Closing Date shall be treated as an "Excluded Asset" in accordance with Section 2.2 of this Agreement, for which there will be a Purchase Price Adjustment in accordance with Section 2.5 of this Agreement.

4.6 No Violation; Consents. The execution, delivery and performance by Seller of this Agreement and each other Transaction Document to which Seller is a party and the consummation by Seller of all of the transactions contemplated hereby and thereby, including without limitation the sale and purchase and acceptance of the Acquired Assets and the assumption of the Assumed Liabilities by Buyer (a) do not and will not violate any provision of the Trust Agreement or the organization documents of Seller or court orders governing Seller; (b) do not and will not result in a violation of any applicable law, ordinance, regulation, permit, authorization or decree or any order of any court or other governmental agency applicable to Seller or any of its assets or properties; and (c) do not and will not require any consent, waiver, approval, license, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with

any governmental authority, court, or other Person to which Seller or any affiliate thereof, or any asset or property of Seller, is bound, other than the Sale Approval Order.

4.7 Brokers and Finders. Seller has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby other than Longevity. Buyer, in its capacity as Buyer, has no liability to Longevity for any fees, commissions or other amounts arising from the transactions contemplated hereby, provided however that nothing herein shall in any way alter the entitlement of Seller, as Trustee of the Trust, to charge Buyer or any affiliate thereof, in their capacities as existing holders of interests in Policies, for their share of any fees, commissions or other amounts arising from the transactions contemplated hereby, nor shall anything herein alter the obligations of Buyer or any affiliate thereof, in their capacities as existing holders of interests in Policies with respect thereto including, without limitation, the right to object to a charge for such fees, commissions or other amounts to the extent permitted by the Settlement Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

5.1 Existence and Standing. In the event Buyer is a corporation, partnership or limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its organization with all the requisite power and authority to carry on its business as presently conducted by it.

5.2 Authority, Power and Binding Effect. Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and the other Transaction Documents. Buyer has duly executed and delivered this Agreement and each other Transaction Document to which Buyer is a party, and when delivered by Buyer in accordance with this Agreement, each other Transaction Document to which Buyer will be a party will be duly executed and delivered by Buyer. This Agreement and each other Transaction Document when duly executed and delivered shall constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms.

5.3 No Violation; Consents. The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is or will be a party and the consummation by Buyer of all of the transactions contemplated hereby and thereby, including without limitation the purchase and acceptance of the Acquired Assets and the assumption of the Assumed Liabilities by Buyer (a) do not and will not violate any provision of the organizational documents of Buyer; (b) do not and will not result in violation of any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which Buyer or any of its assets or properties is bound; (c) do not and will not result in a violation of any applicable law, ordinance, regulation, permit, authorization or decree or any order of any court or other governmental agency applicable to Buyer or any of its assets or properties; (d) do not and will not require any consent, waiver, approval, license, order, designation or authorization of, notice to, or

registration, filing, qualification or declaration with any governmental authority or other Person to which Buyer or any affiliate thereof, or any asset or property of Buyer, is bound.

5.4 Disclaimer. Buyer acknowledges that in making the decision to enter into this Agreement and to consummate the transactions contemplated thereby, Buyer has relied solely on the basis of its own independent investigation of the Acquired Assets and upon the Seller's express written representations, warranties and covenants in this Agreement. Buyer has carefully considered and has, to the extent Buyer believes such discussion necessary, discussed with Buyer's professional, legal, tax and financial advisors, the suitability of an investment in the Acquired Assets for Buyer's particular tax and financial situation and Buyer has determined that an investment in the Acquired Assets is suitable for Buyer. Buyer assumes all risk of loss attendant to the acquisition of and investment in the Acquired Assets.

5.5 Financial Ability. Buyer has access to sufficient unrestricted funds, and will at the time of the Closing have sufficient unrestricted funds, to consummate the transactions contemplated by this Agreement.

5.6 Brokers and Finders. Buyer has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby for which Seller could be liable.

5.7 No Collusion. Buyer has not entered into any agreements, oral or written, with any other Person concerning the purchase and sale of the Acquired Assets and has disclosed to Seller all parties to any joint venture, partnership or joint bid (other than Buyer's investors, lenders or other financing partners).

5.8 Patriot Act. No Person affiliated with Buyer is: (i) a Person listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or a Person with whom a citizen of the United States is otherwise prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control or on any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Law, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States; (iii) a non-U.S. shell bank or is providing banking services indirectly to a non-U.S. shell bank; (iv) a senior non-U.S. political figure or an immediate family member or close associate of such figure; or (v) otherwise prohibited from investing in Buyer pursuant to any applicable anti-money laundering, anti-terrorist or asset control Law or Order of any relevant jurisdiction.

5.9 Accredited Investor. Buyer is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933. Buyer (i) may purchase and hold the Policies, (ii) may resell the Policies or interests therein and (iii) may issue securities or other instruments or certificates representing interests in the Policies or payable from the proceeds thereof, in each case only in a

manner that either satisfies the requirements for, or is exempt from registration under, the Securities Act of 1933, or comparable registration requirements of any applicable non-U.S. securities Law.

ARTICLE VI
COVENANTS OF THE PARTIES

6.1 General. Seller and Buyer shall use their commercially reasonable efforts to cooperate, assist and consult with each other to consummate the transactions contemplated by this Agreement as promptly as practicable.

6.2 Access to Seller's Files.

(a) Prior to the Closing Date or, in the case of Non-SI Policies, the Escrow Release Date, Seller shall allow Buyer, during regular business hours, to make reasonable investigation and inquiry related to the Acquired Assets, including by providing access to the Policy Files relating to the Policies and furnishing information as promptly as practicable to Buyer that is reasonably requested by Buyer.

(b) Buyer acknowledges that information provided by Seller about the Policies may contain information of a highly personal nature, and that insurance regulations and other applicable laws are structured to provide confidentiality to policy owners and Insureds with respect to consumer information in connection with ownership and sale of their life insurance policies, and that brokers, purchasers, Buyer and Seller, and all of their respective agents and representatives, are obligated to keep consumer information confidential in accordance with applicable laws. Buyer agrees that both before and after the Closing Date, it shall comply in all material respects with all privacy, confidentiality and other similar laws and regulations governing the use and disclosure of any Confidential Information provided by Seller in accordance with the Confidentiality Agreement previously executed by Buyer and Seller in connection with this transaction.

6.3 Post-Closing Proceeds Disbursements and Communications.

(a) Any proceeds or other amounts in respect of any Acquired Assets, including without limitation any death benefits, received by Seller after the Closing Date shall be held by Seller in constructive trust for the benefit of Buyer, and Seller shall promptly notify Buyer in writing of the receipt of any such amount and make payment to Buyer within five (5) Business Days of receipt of such proceeds.

(b) To the extent any party other than Buyer or Seller receives any proceeds or other amounts in respect of any Acquired Asset, Seller shall, upon request of Buyer, cooperate with Buyer's efforts to recover such proceeds.

(c) Any proceeds or other amounts in respect of any Excluded Asset, including without limitation any death benefits, received by Buyer after the Closing Date shall be held by Buyer in constructive trust for the benefit of Seller, and Buyer shall promptly notify Seller in writing of the receipt of any such amount and make payment to Seller within five (5) Business Days of receipt of such proceeds.

(d) Policy Communications. Seller shall, during the period that is sixty (60) days after the Closing Date, (a) promptly forward to Buyer any material written correspondence, material notice or other material communication relating to each Policy that is received by Seller, in the same manner in which provided to Seller and (b) instruct Seller's Securities Intermediary to promptly forward to Buyer any material written correspondence, material notice or other material communication relating to each Policy that is received by Seller's Securities Intermediary.

(e) Buyer's Contacts with Insured. Buyer agrees that neither Buyer nor its employees or representatives shall contact an Insured under a Policy or his/her designated contact person(s) (as set forth in the applicable Policy File) more frequently than is permissible under applicable law or by contract. Buyer acknowledges that it may be prohibited under applicable law or contract (or both) from contacting such Insured or the Insured's designated contact person(s) unless Buyer or its affiliate is duly licensed to do so, and will refrain from making such contact in violation of such law or contract.

6.4 Transaction Costs: Taxes.

(a) Except as otherwise expressly provided for herein, Seller and Buyer will bear their own costs and expenses (including any legal, accounting and other professional fees and expenses) that are incurred in connection with the negotiation, execution and performance of this Agreement and the consummation of the transactions contemplated thereby.

(b) The Seller and the Buyer shall each be responsible for any tax consequences to each of them respectively and the payment of any Taxes thereby, resulting from the consummation of the transactions contemplated hereby. Seller and Buyer shall each be responsible for preparing and filing each tax return required by law to be filed by it, and Seller and Buyer shall cooperate with each other in the preparation, execution and filing of all tax returns regarding any taxes which become payable as a result of the transactions contemplated hereby.

(c) Subject to Section 6.4(b) hereof, Seller shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Acquired Assets attributable to any Tax period (or portion thereof) ending prior to the Closing Date, and Buyer shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Acquired Assets attributable to any Tax period (or portion thereof) on or after the Closing Date. For purposes of this section, any period beginning before and ending after the Closing Date shall be treated as two separate Tax periods, one ending on the day before the Closing Date and the other beginning on the Closing Date, except that Taxes imposed on a periodic basis (such as property Taxes) shall be allocated on a daily basis.

ARTICLE VII
CONDITIONS PRECEDENT

7.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to purchase and accept the Acquired Assets and to assume the Assumed Liabilities from Seller pursuant to this Agreement is subject to the satisfaction (or waiver by Buyer) at or prior to Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Article IV hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Seller shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement required to be performed or complied with by Seller prior to or at the Closing;

(c) Seller shall have delivered to Buyer the items specified to be delivered by Seller in Section 3.3 hereof;

(d) The Court shall have entered the Sale Approval Order; and

(e) No preliminary or permanent injunction, stay or other order issued by any court or governmental authority nor any law promulgated or enacted by any governmental authority shall be in effect which restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

7.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to sell and assign the Acquired Assets to Buyer pursuant to this Agreement is subject to the satisfaction (or waiver by Seller) at or prior to the Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in Article V hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Buyer shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement required to be performed or complied with by Buyer prior to or at the Closing;

(c) Buyer shall have delivered to Seller the full amount of the Final Purchase Price and all other items specified to be delivered by Buyer in Section 3.4 hereof;

(d) The Court shall have entered the Sale Approval Order; and

(e) No preliminary or permanent injunction, stay or other order issued by any court or governmental authority nor any law promulgated or enacted by any governmental authority shall be in effect which restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows and in no other manner:

(a) by mutual written agreement of Buyer and Seller at any time prior to the Closing;

(b) if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not been cured within five (5) Business Days after written notice of such breach or failure shall have been provided by Buyer to Seller, then by written notice of Buyer to Seller at any time thereafter; provided, however, that Buyer shall not be entitled to so terminate this Agreement if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not then been cured within five (5) Business Days after written notice by Seller to Buyer;

(c) if Buyer fails to close the transaction by the Closing Date, and all conditions precedent to Buyer's obligations set forth in Section 7.1 have been satisfied, then by written notice of Seller to Buyer at any time thereafter; and

(d) without limiting Section 8.1(c) above, if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not been cured within five (5) Business Days after written notice of such breach or failure shall have been provided by Seller to Buyer, then by written notice of Seller to Buyer at any time thereafter; provided, however, that Seller shall not be entitled to so terminate this Agreement if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not then been cured.

8.2 Effect of Termination. If this Agreement is terminated other than by mutual written agreement pursuant to Section 8.1(a), then both Parties expressly reserve all rights to seek any and all relief to which they may be entitled, including, without limitation, damages and/or specific performance. If this Agreement is terminated pursuant to Section 8.1(a), then Seller shall, within five (5) Business Days thereafter, refund the Deposit to the Buyer. If this Agreement is terminated pursuant to Section 8.1(b), then Buyer shall be entitled to the return of its Deposit, without limitation to any and all other remedies to which Buyer may be entitled, including without limitation, damages and/or specific performance. If this Agreement is terminated pursuant to Section 8.1(c) or (d), then Buyer shall be deemed to have forfeited any claim to the Deposit, which shall be retained by Seller, without limitation to any and all other remedies to which Seller may be entitled, including without limitation, damages and/or specific performance.

ARTICLE IX
MISCELLANEOUS

9.1 Survival. All of the representations, warranties, covenants and obligations of the Parties contained in this Agreement and the Transaction Documents shall survive the Closing.

9.2 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and Acheron Capital, Ltd., and

their respective successors and permitted assigns; provided, however, that except as expressly set forth herein, no Party shall assign any of its rights or delegate any of its obligations created under this Agreement without the prior written consent of the other Party hereto, and any such purported assignment or delegation without such consent shall be void. Nothing in this Agreement shall confer upon any Person (including any beneficiary of the Trust) other than a Party to this Agreement, or a Party's permitted successors and assigns, any right or remedy of any nature or kind whatsoever under or by reason of this Agreement.

9.3 Notices. Unless otherwise provided herein, any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally, by electronic mail, by a nationally recognized overnight courier for overnight delivery or by certified mail, return receipt requested, postage and charges prepaid, (with a confirming copy sent within one (1) Business Day by any other means described in this section) to the Party designated to receive such notice, demand or communication, and shall be deemed received on the Business Day following the day sent, or if sent by certified mail, on the third (3rd) Business Day after the same is sent, directed to the following addresses or to such other or additional addresses as any Party might designate by written notice to each other Party:

If to Seller:

Barry Mukamal, CPA
Trustee for the Mutual Benefits Keep Policy Trust
KapilaMukamal, LLP
1000 South Federal Highway, Suite 200
Fort Lauderdale, FL 33316
Telephone: (786) 517-5730
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With a copy to:

David L. Rosendorf, Esq.
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2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, FL 33134
Telephone: (305) 372-1800
Email: drosendorf@kttlaw.com

If to Buyer:

Acheron Capital Ltd., as investment manager on behalf of, and as agent for, Robert H. Edelstein,
as the Trustee of the Acheron Portfolio Trust
Attn: Jean-Michel Paul
115 Park Street, Fourth Floor
London W1K-7AP
United Kingdom
Telephone: +44 207 258 5990
Email: jpaul@acheroncapital.com

and

Dr. Robert H. Edelstein
Trustee of the Acheron Portfolio Trust
12305 Fourth Helena Drive
Los Angeles, CA 90049-3929
Telephone: (310) 505-3050
Email: EdelsteinRobert@gmail.com

With a copy to:

Anderson & Kreiger LLP
Attn: Steven Schreckinger, Esq.
50 Milk Street, 21st Floor
Boston, MA 02109
Telephone: (617) 621-6500
Email: sschreckinger@andersonkreiger.com

and

Shutts & Bowen LLP
Attn: Larry I. Glick, Esq.
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
Telephone: (305) 358-6300
Email: lglick@shutts.com

Any rejection, refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

9.4 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any choice of law rules thereof that might apply the laws of any other jurisdiction.

(b) It is expressly agreed that the Court shall have continuing jurisdiction of all matters related to this Agreement and all actions with respect to this Agreement shall be instituted in the Court (but without limiting Section 9.4(a) hereof). In furtherance of the foregoing, Seller and Buyer each hereby irrevocably consents and agrees that any legal action, suit or proceeding against it with respect to its obligations or liabilities or any other matter under or arising out of or in connection with this Agreement or any other Transaction Document shall be brought in the United States District Court for the Southern District of Florida or only if such court lacks subject matter jurisdiction, in the courts of the State of Florida, sitting in Miami-Dade County. By execution and delivery of this Agreement, Seller and Buyer each, to the fullest extent permitted by applicable law, hereby (i) irrevocably accepts and submits to the exclusive jurisdiction of the Court and such other courts *in personam,* generally and unconditionally with respect to any such action, suit or proceeding, (ii) agrees not to commence any such action, suit or proceeding in any jurisdiction other than in the Court, or if the Court shall not have jurisdiction, such other courts as are specified in this Section 9.4(b), (iii) waives any objection to the laying of venue of any such action, suit or proceeding therein, and (iv) agrees not to plead or claim that such action, suit or proceeding has been brought in an inconvenient forum.

(c) Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. ANY DISPUTE WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

9.5 Entire Agreement. This Agreement, the Confidentiality Agreement, the Non-Collusion Affidavit, the Non-Affiliation Declaration and the other Transaction Documents (a) contain the entire agreement and understanding of the Parties with respect to the subject matter hereof, and (b) supersede all prior negotiations, discussions, correspondence, communications, understandings, drafts and agreements between the Parties relating to the subject matter hereof, all of which are merged into this Agreement.

9.6 Amendment; Waiver: Consent. This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by both of the Parties. The terms of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach, whether or not similar, and no such waiver shall operate or be construed as a continuing waiver unless so provided. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9.7 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable law, the Parties hereby waive any provision of law that may render any provision hereof prohibited or unenforceable in any respect.

9.8 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart. An electronically transmitted signature for any counterpart to this Agreement shall be as valid and enforceable as an original signature thereof.

9.9 Headings. The headings and captions in this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

9.10 Fiduciary Status of Parties. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Barry Mukamal is executing this Agreement and each other Transaction Document in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, provided that nothing herein shall be construed as or deemed to create a fiduciary relationship between Buyer and Seller. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Robert H. Edelstein is executing this Agreement and each other Transaction Document in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, provided that nothing herein shall be construed as or deemed to create a fiduciary relationship between Buyer and Seller.

ARTICLE X
COURT APPROVAL

10.1 Sale Approval Order. The obligations of Buyer and Seller under this Agreement are contingent upon the issuance of the Sale Approval Order by the Court authorizing the sale of the Acquired Assets by Seller to Buyer substantially in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained in the Sale Procedures including, without limitation, the procedures set forth in Court document DE 3147-1, Buyer is not required to deliver the Final Purchase Price (subject to the refund provisions of Section 2.5(a) hereof with respect to any Policy that becomes an Excluded Asset) to Seller or Seller's counsel prior to the Closing. Without limiting the foregoing, in the event of any conflict between the terms of this Agreement and any Sale Procedures, the terms of this Agreement shall control.

10.2 Entry of Sale Approval Order and Cooperation to Close. Seller and Buyer shall in good faith seek the prompt entry of the Sale Approval Order.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by Seller and Buyer as of the date first written above.

BARRY MUKAMAL

____
BARRY MUKAMAL
Not in his individual capacity, but solely as Trustee for the Mutual Benefits Keep Policy Trust

ROBERT H. EDELSTEIN

____
ROBERT H. EDELSTEIN
Not in his individual capacity, but solely as Trustee for the Acheron Portfolio Trust

EXHIBIT A

SCHEDULE OF POLICIES

ASSET PURCHASE AGREEMENT – TRANCHE "A-1"

by and between

BARRY MUKAMAL,
As the Trustee for the Mutual Benefits Keep Policy Trust,

As Seller

And

ROBERT H. EDELSTEIN,
as the Trustee of the Acheron Portfolio Trust,

As Buyer

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into by and between Barry Mukamal, as Trustee (the "Trustee") of the Mutual Benefits Keep Policy Trust (the "Trust"), under Trust Agreement dated September 25, 2009 (hereinafter referred to as the "Trust Agreement") (in such capacity, "Seller"), and Robert H. Edelstein, as the Trustee of the Acheron Portfolio Trust ("Buyer"), as of December 23, 2022. Seller and Buyer, may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Roberto Martinez was previously the Receiver for Mutual Benefits Corp., a Florida corporation ("MBC"), Viatical Services, Inc., a Florida corporation ("VSI"), and Viatical Benefactors, LLC, a Delaware limited liability company ("VBLLC"), and together with MBC and VSI, (the "Receivership Entities") pursuant to the Order Appointing Receiver entered by the United States District Court for the Southern District of Florida (the "Court") on May 4, 2004 under Case No. 04-60573-CIV-MORENO-SIMONTON (the "Receivership Proceeding"); and

WHEREAS, pursuant to the Receivership Order, Receiver was authorized to take possession of all of the assets of the Receivership Entities, including the "Acquired Assets" (as defined below), and was vested with all power and authority to, among other things, administer and manage the assets and business affairs of the Receivership Entities; and

WHEREAS, pursuant to the Order on Disposition of Policies and Proceeds entered by the Court on September 14, 2005 and subsequent orders related to the disposition of Undersubscribed Keep Policies and Fractional Interests therein ("Disposition Orders"), Receiver had been vested with full power and authority to sell the Acquired Assets; and

WHEREAS, the Receiver established the Mutual Benefits Keep Policy Trust (the "Trust") and assigned and transferred to the Trust the assets including the Acquired Assets; and

WHEREAS, the Receiver appointed Seller as Trustee of the Trust pursuant to the Trust Agreement; and

WHEREAS, pursuant to the Trust Agreement, Seller was authorized to receive and hold the Trust assets, including the Acquired Assets and was vested with all power and authority to, among other things, sell the assets of the Trust, including the Acquired Assets; and

WHEREAS, Seller desires to, on behalf of the Trust, sell and assign to Buyer, and Buyer desires to purchase from Seller and accept assignment from Seller of, the Acquired Assets, all upon the terms and conditions set forth herein and in the Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in consideration of the representations, warranties and covenants contained herein, the Parties, intending to be legally bound thereby, agree as follows:

ARTICLE I
DEFINITIONS

"Acquired Assets" has the meaning set forth in Section 2.1 of this Agreement.

"Agreement" means this Asset Purchase Agreement (together with all schedules and exhibits attached hereto, which are deemed a part hereof), as may be amended, modified, supplemented and/or restated from time to time in accordance with its terms.

"Assumed Liabilities" has the meaning set forth in Section 2.3 of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or any other day designated as a holiday by the Court.

"Buyer" has the meaning set forth in the preface above.

"Buyer's Securities Intermediary" means, with respect to a Policy, the financial institution that is the named owner and beneficiary thereof, and through which Buyer is the owner of securities entitlements pursuant to a securities account control agreement.

"Buyer's Securities Intermediary Account" means the Seller's Securities Intermediary Account, as assigned and transferred to Buyer at Closing provided that Wilmington Trust, N.A. consents to such assignment and transfer with the reasonable costs thereof split equally by Buyer and Seller, otherwise "Buyer's Securities Intermediary Account" means a securities intermediary account owned by Buyer with Wilmington Trust, N.A. as Buyer's Securities Intermediary.

"Closing" has the meaning set forth in Section 3.2 of this Agreement.

"Closing Date" has the meaning set forth in Section 3.2 of this Agreement.

"Court" has the meaning set forth in the preface above.

"Deposit" means funds held in the trust account of Seller's counsel pursuant to this Agreement.

"Disposition Orders" has the meaning set forth in the preface above.

"Effective Date" means the first Business Day that all of the conditions precedent set forth in Article VII of this Agreement of both Buyer and Seller have been satisfied.

"Encumbrance" means any lien (statutory or otherwise), claim, Liability, interest, beneficial interest, right, pledge, option, charge, hypothecation, security interest, right of first refusal, mortgage, deed of trust or other encumbrance of any kind or any right or interest of any Person.

"Entitlement Order" means an order requiring that Seller's Securities Intermediary or Buyer's Securities Intermediary, as the case may be, take one or more actions with respect to the Policies.

"Escrow Release Date" has the meaning set forth in Section 3.5 of this Agreement.

"Excluded Assets" has the meaning set forth in Section 2.2 of this Agreement.

"Final Purchase Price" has the meaning set forth in Section 2.5 of this Agreement.

"Insured" means the individual or individuals named as the insured under the terms of each Policy listed on the Schedule attached hereto.

"Insurer" means at any time, with respect to any Policy, the insurance company or other entity that is at that time obligated to pay the related net death benefit upon the death of the related Insured or any other benefit provided by such Policy, or the successor to such obligation.

"Liabilities" means any and all debts, indebtedness, losses, claims, damages, costs, expenses, demands, fines, judgments, penalties, liabilities, commitments, sales commissions, contracts, responsibilities and obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, known or unknown, fixed or unfixed, due or to become due.

"Longevity" means Longevity Asset Advisors, LLC, which has been engaged by Seller to assist in consummating the sale of the Policies.

"MBC" has the meaning set forth in the preface above.

"Parties" has the meaning set forth in the preface above.

"Person" means any individual, partnership, joint venture, association, trust, limited liability company, proprietorship, unincorporated association, business organization, enterprise, joint stock company, estate, governmental authority or other entity.

"Policy" means a life insurance policy held by the Trust pursuant to the Trust Agreement.

"Policy Files" means (a) all documents maintained by Seller in connection with a Policy, as have been made available to Buyer via the data room hosted by Longevity and (b) any paper file for a Policy constituting an Acquired Asset in the possession of Seller's Securities Intermediary.

"Policy Proceeds" means all benefits of a Policy including but not limited to the right to any death benefits, any return of premiums, any cash surrender values, any interest accrued in relation to any amounts payable by the applicable Insurer and any other proceeds or other benefits of any nature associated with such Policy.

"Pre-Transfer Expenses" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Transfer Proceeds" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Transfer Reimbursement" has the meaning set forth in Section 2.3 of this Agreement.

"Purchase Price" has the meaning set forth in Section 2.4 of this Agreement.

"Purchase Price Adjustments" has the meaning set forth in Section 2.5 of this Agreement.

"Receivership Entities" has the meaning set forth in the preface above.

"Receivership Order" has the meaning set forth in the preface above.

"Receivership Proceeding" has the meaning set forth in the preface above.

"Sale Approval Order" means an Order of the Court authorizing and approving (a) the Settlement Agreement and (b) the sale of the Acquired Assets by Seller to Buyer substantially in accordance with the terms of this Agreement.

"Sale Procedures" means the procedures set forth in the Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination filed by the Trustee in the Court on January 21, 2022, as may be modified by the Trustee and as approved by the Court.

"Seller" has the meaning set forth in the preface above.

"Seller's Securities Intermediary" means the financial institution that is the named owner and beneficiary of all life insurance policies owned by the Seller, and with whom the Seller is the owner of securities entitlements pursuant to a securities account control agreement.

"Seller's Securities Intermediary Account" means the securities intermediary account owned by the Seller with Wilmington Trust, N.A. as Seller's Securities Intermediary.

"Settlement Agreement" means the settlement agreement subject to Court approval between Seller, Buyer and Acheron Capital, Ltd., dated as of December 23, 2022, a copy of which is attached hereto as Exhibit B.

"Settlement Date" means December 23, 2022.

"Taxes" means any federal, state, local or foreign net or gross income, minimum, alternative minimum, sales, value added, use, excise, franchise, real or personal property, transfer, conveyance, environmental, gross receipts, capital stock, production, business and occupation, disability, employment, payroll, severance, withholding or other tax, assessment, duty, fee, levy or charge of any nature whatsoever, whether disputed or not, imposed by any governmental authority, and any interest, penalties (civil or criminal), additions to tax or additional amounts related thereto or to the nonpayment thereof, including any obligations under any agreement or other arrangement with respect to any of the foregoing.

"Transaction Documents" means collectively this Agreement, the Settlement Agreement and any other document executed by Seller or Buyer at the Closing in connection with the purchase of Acquired Assets.

"Trust" has the meaning set forth in the preface above.

"Trust Agreement" has the meaning set forth in the preface above.

"Trustee" has the meaning set forth in the preface above.

ARTICLE II
PURCHASE & SALE OF ASSETS

2.1 Purchase and Sale. On the terms and conditions set forth herein, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified in Section 2.5 of this Agreement. For purposes of this Agreement, "Acquired Assets" means all right, title and interest in and to the Policies described and listed in the schedule attached hereto as Exhibit A and incorporated herein by this reference as of the date hereof (the "Schedule") and all Policy Files with respect thereto. The Schedule will be updated as of the Closing Date and at the end of the Look-Back Period to reflect any Policy listed in the Schedule attached hereto that becomes an Excluded Asset after the date hereof, in accordance with Section 2.2 of this Agreement.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer shall not purchase or accept from Seller, any of the following (each an "Excluded Asset"):

(a) any asset or property of Seller or the Trust that is not specifically set forth in the Schedule attached hereto; and

(b) any Policy identified in the attached Schedule with respect to which Seller has provided Buyer, within forty five (45) days after the Settlement Date (or if such date is not a Business Day, the first Business Day thereafter) (the "Look-Back Period"), documentation evidencing either: (i) the death of the Insured under such Policy; or (ii) any other maturity of such Policy pursuant to the terms thereof; in either case prior to the Settlement Date, as to which the Purchase Price shall be adjusted in accordance with Section 2.5 hereof, and following the provision of such documentation with respect to any such Policy, such Policy shall cease to be an Acquired Asset (and shall be deemed to have never constituted an "Acquired Asset") for all purposes of this Agreement.

2.3 Allocation of Death Benefit and Assumption of Liabilities. As of the Settlement Date, and subject to the provisions of Section 2.2 above, all Policy Proceeds in connection with an Acquired Asset shall belong to Buyer, subject to the Closing of the transaction in accordance with Article III of this Agreement. From the Settlement Date until (a) the Closing Date or (b) in the case of a Non-SI Policy (as hereinafter defined), the date the conditions for release of the Escrow Amount (as hereinafter defined) with respect to a Non-SI Policy are satisfied (the "Escrow Release Date"), Seller shall continue to pay, perform and discharge in accordance with their respective terms, all obligations necessary to service and maintain any Policy that is an Acquired Asset including the premium (in the amounts reasonably determined by Seller's servicer), servicing fee, Seller's Securities Intermediary fees, and any other similar charge directly attributable to such Policy (the "Pre-Transfer Expenses"), and shall receive and hold all Policy Proceeds for the benefit of Buyer (the "Pre-Transfer Proceeds") subject to the Closing of the transaction in accordance with Article III of this Agreement or, in the case of Non-SI Policies, the Escrow Release Date. At Closing or, in the case of Non-SI Policies, upon the Escrow Release Date, Seller shall provide Buyer with commercially reasonable documentation evidencing the Pre-Transfer Expenses, and

Buyer shall reimburse Seller for the Pre-Transfer Expenses, without any interest thereon (the "Pre-Transfer Reimbursement") and Seller shall tender the Pre-Transfer Proceeds to the Buyer. For the avoidance of doubt, Pre-Transfer Expenses payable by Buyer shall not include expenses related to or arising from the general administration of the Trust or the costs of sale including, without limitation, fees payable to the Trustee and/or Trust professionals (including Trust counsel, brokers, advisers, accountants or actuaries). Upon the Closing Date or, in the case of Non-SI Policies, the Escrow Release Date, Buyer shall assume all obligations that arise under the Policies acquired hereunder from and after the Closing Date or, if applicable, the Escrow Release Date, including without limitation, all obligations to pay the premiums or other charges with respect to such Policies which become due on and after the Closing Date ("Assumed Liabilities").

2.4 Purchase Price. Buyer agrees to purchase the Acquired Assets for that portion of $24 million that is allocated to the Acquired Assets pursuant to the Settlement Agreement (the "Purchase Price"), to be paid to Seller by Buyer at Closing, subject to the Purchase Price Adjustments. Within five (5) Business Days of the Settlement Date, Buyer shall increase the amount of the Deposit so that it equals 10% of the Purchase Price. The Deposit shall be held in the trust account of Seller's counsel. Buyer shall pay the balance of the Purchase Price on the Closing Date in immediately available funds, to be held in the trust account of Seller's counsel, David L. Rosendorf, Esq., pending the Escrow Release Date.

2.5 Purchase Price Adjustments. The following adjustments shall be made to the Purchase Price, which after such adjustments shall be the "Final Purchase Price"):

(a) In the event any Policy listed in the attached Schedule shall become an Excluded Asset pursuant to Section 2.2(b) hereof, the Purchase Price shall be reduced by an amount which shall be equal to the sum of (i) the cash surrender value of the Policy, if any, and (ii) an amount equal to sixty percent (60%) of the face value of the Policy (the "Allocated Value"), and Buyer shall be refunded the Allocated Value for such Policy, plus any additional premiums or other charges paid by Buyer with respect to such Policy prior to the conclusion of the Look-Back Period. In the event that the face value of a Policy that is an Acquired Asset is reduced subsequent to the date of this Agreement and prior to the Closing, the Purchase Price shall be reduced by an amount equal to the ratio of the amount of the reduction to the total face value of all Policies that are Acquired Assets; provided, however, that prior to any reduction in face value due to the non-payment of premium, the Trust shall, if provided adequate notice by the Trust's servicer, provide Buyer with reasonable notice and Buyer shall have the option, in its sole discretion, to prevent the reduction by advancing the amount of such premium to the Trust. Buyer's advance(s) to prevent the reduction of a Policy's face value, if any, shall be credited against the Pre-Transfer Reimbursement.

ARTICLE III
CLOSING

3.1 Effectiveness of Agreement. This Agreement shall be effective and enforceable when each Party has duly executed, dated, and delivered this executed Agreement to the other Party.

3.2 Closing. Unless this Agreement shall have been terminated pursuant to Section 8 hereof, the closing of the transaction contemplated hereby (the "Closing") shall take place within fourteen (14) Days after the Effective Date (the "Closing Date"), or if the sole condition to the Effective Date occurring is that the Sale Order has been stayed, within seven (7) days after such stay is lifted, unless extended by mutual written agreement of the Parties. The Closing shall be held at the offices of Kozyak Tropin & Throckmorton, LLP, unless the Parties agree otherwise.

3.3 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer (a) a bill of sale with respect to the Acquired Assets, (b) an electronic copy of all reasonably available Policy Files for Policies that are part of the Acquired Assets; (c) a copy of the Sale Approval Order; (d) the full amount of the Pre-Transfer Proceeds payable at Closing; and (e) as applicable, either (i) an Assignment of Seller's Securities Intermediary Account (including all related Policy Files) to Buyer or (ii) an Entitlement Order directing Seller's Securities Intermediary to debit each Policy (and related Policy File) that is an Acquired Asset under the terms of this Agreement from Seller's Securities Intermediary Account, and to credit each Policy (and related Policy File) that is an Acquired Asset under the terms of this Agreement to Buyer's Securities Intermediary Account, and Seller thereby shall assign, sell, transfer and grant to Buyer all of the Acquired Assets being purchased and sold as of the Closing Date. If any Policies are determined to be Excluded Assets after the Closing Date, but prior to the end of the Look-Back Period, the Seller shall deliver an amended bill of sale accordingly to the Buyer.

3.4 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller (a) the full amount of the Final Purchase Price (subject to the refund provisions of Section 2.5(a) hereof with respect to any Policy that becomes an Excluded Asset) by bank wire transfer in immediately available funds, which shall be held in Seller's counsel's trust account pending satisfaction of the conditions for release of the Final Purchase Price in Sections 3.5 and 3.6 of this Agreement; (b) the full amount of the Pre-Transfer Reimbursement due at Closing; and (c) an Entitlement Order directing Buyer's Securities Intermediary to credit each Policy that is an Acquired Asset under the terms of this Agreement to Buyer's Securities Intermediary Account.

3.5 Release of Final Purchase Price. As applicable, (a) Seller's Securities Intermediary and Buyer's Securities Intermediary shall confirm the Assignment of Seller's Securities Intermediary Account (including all related Policy Files) to Buyer or (b) Seller and Buyer shall each promptly cause their respective Securities Intermediaries to execute the Entitlement Orders. Subject to Section 3.6 of this Agreement, the Final Purchase Price shall be released from Trustee's counsel trust account and delivered to Seller upon: (i) the expiration of the Look-Back Period; (ii) the determination of all Policies which are Excluded Assets; (iii) the calculation of the amount of the Allocated Value and other adjustments to the Final Purchase Price pursuant to Section 2.5(a); and (iv) confirmation that all Policies that are Acquired Assets have been debited from Seller's Securities Intermediary Account and credited to Buyer's Securities Intermediary Account (the "Escrow Release Date") The excess of any funds then held in escrow by Trustee's counsel over the amount disbursed to the Seller as specified above, shall be delivered to the Buyer within five (5) Business Days.

3.6 Post-Closing Escrow. In the event that any Policies that are Acquired Assets have not been transferred to Seller's Securities Intermediary Account as of the Closing Date ("Non-SI Policies"), Seller and Buyer agree that a portion of the Final Purchase Price equal to the ratio of the face value

of the Non-SI Policies to the total face value of all Policies that are Acquired Assets shall remain in escrow in Trustee's counsel's trust account ("Escrow Amount"), and the portion of the Escrow Amount attributable to the face value of a Policy that is an Acquired Asset shall be released as follows: (a) (i) if Buyer has been assigned Seller's Securities Intermediary Account, upon the transfer of a Non-SI Policy to the assigned Seller's Securities Intermediary Account; or (ii) if Buyer has established its own Buyer's Securities Intermediary Account at Wilmington Trust, N.A., upon the transfer of a Non-SI Policy to Seller's Securities Intermediary Account, the delivery of an Entitlement Order directing Seller's Securities Intermediary to debit such Policy from Seller's Securities Intermediary Account and to credit such Policy to Buyer's Securities Intermediary Account, and confirmation that the Policy has been so debited and credited; or (b) if the Non-SI Policy cannot be transferred to Seller's Securities Intermediary Account despite commercially reasonable efforts by Seller, then upon Seller's execution and delivery to Buyer of documentation irrevocably assigning all of Seller's right, title and interest in the Non-SI Policy to Buyer, including, as is reasonably necessary, (i) documentation designating Buyer as the irrevocable beneficiary for 100% of the death benefit of the Policy owned by Seller; (ii) documentation authorizing Buyer to designate the address and contact information for all communications regarding the Policy; and (iii) a power of attorney authorizing Buyer to take any and all actions reasonably necessary to maintain, manage and realize the full economic benefit of the Policy. If within sixty (60) days after the Closing Date, the conditions for release of any of the Escrow Amount have not occurred, then the remaining Escrow Amount shall be returned to Buyer. If requested by any of Seller, Buyer or Trustee's counsel, the Parties and Trustee's counsel will enter into an escrow agreement at the Closing, which conforms to the foregoing terms and conditions with respect to the Escrow Amount.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

4.1 Status as Trustee. Seller is the duly appointed Trustee of the Trust and was appointed by the Receiver for the Receivership Entities.

4.2 Authority, Power and Binding Effect. Seller, subject to the entry of the Sale Approval Order, has all requisite power and authority, pursuant to the Trust Agreement and other applicable directives of the Court, to execute and deliver this Agreement and to perform its obligations under this Agreement and the other Transaction Documents, including without limitation, the power and authority to sell the Acquired Assets free and clear of all Encumbrances. Seller has duly executed and delivered this Agreement and each other Transaction Document to which Seller is a party, and when delivered by Seller in accordance with this Agreement, each other Transaction Document to which Seller will be a party will be duly executed and delivered by Seller. This Agreement and each other Transaction Document when duly executed and delivered shall constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their terms. Seller represents that no further Order or approval from the Court other than the Sale Approval Order is required in order to consummate the sale of the Acquired Assets in accordance with this Agreement.

4.3 Title to Acquired Assets. Seller (or, subject to the Securities Account Control Agreement between Seller and the Seller's Securities Intermediary, the Seller's Securities Intermediary) is conveying good and valid title to the Acquired Assets free and clear of any Encumbrances. All of Seller's and Trust's claims, options, privileges, right, title and interest in to, and under the Acquired Assets, including all beneficial interests in the Policies, will be sold, conveyed, assigned, transferred and delivered to Buyer at Closing, free and clear of all Encumbrances.

4.4 As Is, Where Is. The sale of the Acquired Assets shall be made "as is, where is" without any recourse whatsoever against the Seller (but without limiting any representation or warranty of Seller expressly set forth in Article IV of this Agreement), the Trust, or any of their professionals, employees or agents.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER ACCEPTS THE CONDITION OF THE POLICIES "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AS TO THE CONDITION, SIZE OR VALUE OF THE POLICIES, EXCEPT ONLY AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE POLICIES, (B) THE POLICY DOCUMENTS, (C) THE SUITABILITY OF THE POLICIES, (D) THE COMPLIANCE OF THE POLICIES, INCLUDING ANY UNDERWRITING, WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL ENTITY, OR (D) ANY OTHER MATTER WITH RESPECT TO THE POLICIES, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT.

4.5 Status of Policies. As of the Closing Date, each of the Policies included in the Acquired Assets is "in-force" and has not lapsed. Any Policies which are not "in-force" or have lapsed prior to the Closing Date shall be treated as an "Excluded Asset" in accordance with Section 2.2 of this Agreement, for which there will be a Purchase Price Adjustment in accordance with Section 2.5 of this Agreement.

4.6 No Violation; Consents. The execution, delivery and performance by Seller of this Agreement and each other Transaction Document to which Seller is a party and the consummation by Seller of all of the transactions contemplated hereby and thereby, including without limitation the sale and purchase and acceptance of the Acquired Assets and the assumption of the Assumed Liabilities by Buyer (a) do not and will not violate any provision of the Trust Agreement or the organization documents of Seller or court orders governing Seller; (b) do not and will not result in a violation of any applicable law, ordinance, regulation, permit, authorization or decree or any order of any court or other governmental agency applicable to Seller or any of its assets or properties; and (c) do not and will not require any consent, waiver, approval, license, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with

any governmental authority, court, or other Person to which Seller or any affiliate thereof, or any asset or property of Seller, is bound, other than the Sale Approval Order.

4.7 Brokers and Finders. Seller has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby other than Longevity. Buyer, in its capacity as Buyer, has no liability to Longevity for any fees, commissions or other amounts arising from the transactions contemplated hereby, provided however that nothing herein shall in any way alter the entitlement of Seller, as Trustee of the Trust, to charge Buyer or any affiliate thereof, in their capacities as existing holders of interests in Policies, for their share of any fees, commissions or other amounts arising from the transactions contemplated hereby, nor shall anything herein alter the obligations of Buyer or any affiliate thereof, in their capacities as existing holders of interests in Policies with respect thereto including, without limitation, the right to object to a charge for such fees, commissions or other amounts to the extent permitted by the Settlement Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

5.1 Existence and Standing. In the event Buyer is a corporation, partnership or limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its organization with all the requisite power and authority to carry on its business as presently conducted by it.

5.2 Authority, Power and Binding Effect. Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and the other Transaction Documents. Buyer has duly executed and delivered this Agreement and each other Transaction Document to which Buyer is a party, and when delivered by Buyer in accordance with this Agreement, each other Transaction Document to which Buyer will be a party will be duly executed and delivered by Buyer. This Agreement and each other Transaction Document when duly executed and delivered shall constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms.

5.3 No Violation; Consents. The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is or will be a party and the consummation by Buyer of all of the transactions contemplated hereby and thereby, including without limitation the purchase and acceptance of the Acquired Assets and the assumption of the Assumed Liabilities by Buyer (a) do not and will not violate any provision of the organizational documents of Buyer; (b) do not and will not result in violation of any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which Buyer or any of its assets or properties is bound; (c) do not and will not result in a violation of any applicable law, ordinance, regulation, permit, authorization or decree or any order of any court or other governmental agency applicable to Buyer or any of its assets or properties; (d) do not and will not require any consent, waiver, approval, license, order, designation or authorization of, notice to, or

registration, filing, qualification or declaration with any governmental authority or other Person to which Buyer or any affiliate thereof, or any asset or property of Buyer, is bound.

5.4 Disclaimer. Buyer acknowledges that in making the decision to enter into this Agreement and to consummate the transactions contemplated thereby, Buyer has relied solely on the basis of its own independent investigation of the Acquired Assets and upon the Seller's express written representations, warranties and covenants in this Agreement. Buyer has carefully considered and has, to the extent Buyer believes such discussion necessary, discussed with Buyer's professional, legal, tax and financial advisors, the suitability of an investment in the Acquired Assets for Buyer's particular tax and financial situation and Buyer has determined that an investment in the Acquired Assets is suitable for Buyer. Buyer assumes all risk of loss attendant to the acquisition of and investment in the Acquired Assets.

5.5 Financial Ability. Buyer has access to sufficient unrestricted funds, and will at the time of the Closing have sufficient unrestricted funds, to consummate the transactions contemplated by this Agreement.

5.6 Brokers and Finders. Buyer has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby for which Seller could be liable.

5.7 No Collusion. Buyer has not entered into any agreements, oral or written, with any other Person concerning the purchase and sale of the Acquired Assets and has disclosed to Seller all parties to any joint venture, partnership or joint bid (other than Buyer's investors, lenders or other financing partners).

5.8 Patriot Act. No Person affiliated with Buyer is: (i) a Person listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or a Person with whom a citizen of the United States is otherwise prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control or on any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Law, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States; (iii) a non-U.S. shell bank or is providing banking services indirectly to a non-U.S. shell bank; (iv) a senior non-U.S. political figure or an immediate family member or close associate of such figure; or (v) otherwise prohibited from investing in Buyer pursuant to any applicable anti-money laundering, anti-terrorist or asset control Law or Order of any relevant jurisdiction.

5.9 Accredited Investor. Buyer is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933. Buyer (i) may purchase and hold the Policies, (ii) may resell the Policies or interests therein and (iii) may issue securities or other instruments or certificates representing interests in the Policies or payable from the proceeds thereof, in each case only in a

manner that either satisfies the requirements for, or is exempt from registration under, the Securities Act of 1933, or comparable registration requirements of any applicable non-U.S. securities Law.

ARTICLE VI
COVENANTS OF THE PARTIES

6.1 General. Seller and Buyer shall use their commercially reasonable efforts to cooperate, assist and consult with each other to consummate the transactions contemplated by this Agreement as promptly as practicable.

6.2 Access to Seller's Files.

(a) Prior to the Closing Date or, in the case of Non-SI Policies, the Escrow Release Date, Seller shall allow Buyer, during regular business hours, to make reasonable investigation and inquiry related to the Acquired Assets, including by providing access to the Policy Files relating to the Policies and furnishing information as promptly as practicable to Buyer that is reasonably requested by Buyer.

(b) Buyer acknowledges that information provided by Seller about the Policies may contain information of a highly personal nature, and that insurance regulations and other applicable laws are structured to provide confidentiality to policy owners and Insureds with respect to consumer information in connection with ownership and sale of their life insurance policies, and that brokers, purchasers, Buyer and Seller, and all of their respective agents and representatives, are obligated to keep consumer information confidential in accordance with applicable laws. Buyer agrees that both before and after the Closing Date, it shall comply in all material respects with all privacy, confidentiality and other similar laws and regulations governing the use and disclosure of any Confidential Information provided by Seller in accordance with the Confidentiality Agreement previously executed by Buyer and Seller in connection with this transaction.

6.3 Post-Closing Proceeds Disbursements and Communications.

(a) Any proceeds or other amounts in respect of any Acquired Assets, including without limitation any death benefits, received by Seller after the Closing Date shall be held by Seller in constructive trust for the benefit of Buyer, and Seller shall promptly notify Buyer in writing of the receipt of any such amount and make payment to Buyer within five (5) Business Days of receipt of such proceeds.

(b) To the extent any party other than Buyer or Seller receives any proceeds or other amounts in respect of any Acquired Asset, Seller shall, upon request of Buyer, cooperate with Buyer's efforts to recover such proceeds.

(c) Any proceeds or other amounts in respect of any Excluded Asset, including without limitation any death benefits, received by Buyer after the Closing Date shall be held by Buyer in constructive trust for the benefit of Seller, and Buyer shall promptly notify Seller in writing of the receipt of any such amount and make payment to Seller within five (5) Business Days of receipt of such proceeds.

(d) Policy Communications. Seller shall, during the period that is sixty (60) days after the Closing Date, (a) promptly forward to Buyer any material written correspondence, material notice or other material communication relating to each Policy that is received by Seller, in the same manner in which provided to Seller and (b) instruct Seller's Securities Intermediary to promptly forward to Buyer any material written correspondence, material notice or other material communication relating to each Policy that is received by Seller's Securities Intermediary.

(e) Buyer's Contacts with Insured. Buyer agrees that neither Buyer nor its employees or representatives shall contact an Insured under a Policy or his/her designated contact person(s) (as set forth in the applicable Policy File) more frequently than is permissible under applicable law or by contract. Buyer acknowledges that it may be prohibited under applicable law or contract (or both) from contacting such Insured or the Insured's designated contact person(s) unless Buyer or its affiliate is duly licensed to do so, and will refrain from making such contact in violation of such law or contract.

6.4 Transaction Costs: Taxes.

(a) Except as otherwise expressly provided for herein, Seller and Buyer will bear their own costs and expenses (including any legal, accounting and other professional fees and expenses) that are incurred in connection with the negotiation, execution and performance of this Agreement and the consummation of the transactions contemplated thereby.

(b) The Seller and the Buyer shall each be responsible for any tax consequences to each of them respectively and the payment of any Taxes thereby, resulting from the consummation of the transactions contemplated hereby. Seller and Buyer shall each be responsible for preparing and filing each tax return required by law to be filed by it, and Seller and Buyer shall cooperate with each other in the preparation, execution and filing of all tax returns regarding any taxes which become payable as a result of the transactions contemplated hereby.

(c) Subject to Section 6.4(b) hereof, Seller shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Acquired Assets attributable to any Tax period (or portion thereof) ending prior to the Closing Date, and Buyer shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Acquired Assets attributable to any Tax period (or portion thereof) on or after the Closing Date. For purposes of this section, any period beginning before and ending after the Closing Date shall be treated as two separate Tax periods, one ending on the day before the Closing Date and the other beginning on the Closing Date, except that Taxes imposed on a periodic basis (such as property Taxes) shall be allocated on a daily basis.

ARTICLE VII
CONDITIONS PRECEDENT

7.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to purchase and accept the Acquired Assets and to assume the Assumed Liabilities from Seller pursuant to this Agreement is subject to the satisfaction (or waiver by Buyer) at or prior to Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Article IV hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Seller shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement required to be performed or complied with by Seller prior to or at the Closing;

(c) Seller shall have delivered to Buyer the items specified to be delivered by Seller in Section 3.3 hereof;

(d) The Court shall have entered the Sale Approval Order; and

(e) No preliminary or permanent injunction, stay or other order issued by any court or governmental authority nor any law promulgated or enacted by any governmental authority shall be in effect which restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

7.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to sell and assign the Acquired Assets to Buyer pursuant to this Agreement is subject to the satisfaction (or waiver by Seller) at or prior to the Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in Article V hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Buyer shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement required to be performed or complied with by Buyer prior to or at the Closing;

(c) Buyer shall have delivered to Seller the full amount of the Final Purchase Price and all other items specified to be delivered by Buyer in Section 3.4 hereof;

(d) The Court shall have entered the Sale Approval Order; and

(e) No preliminary or permanent injunction, stay or other order issued by any court or governmental authority nor any law promulgated or enacted by any governmental authority shall be in effect which restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows and in no other manner:

(a) by mutual written agreement of Buyer and Seller at any time prior to the Closing;

(b) if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not been cured within five (5) Business Days after written notice of such breach or failure shall have been provided by Buyer to Seller, then by written notice of Buyer to Seller at any time thereafter; provided, however, that Buyer shall not be entitled to so terminate this Agreement if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not then been cured within five (5) Business Days after written notice by Seller to Buyer;

(c) if Buyer fails to close the transaction by the Closing Date, and all conditions precedent to Buyer's obligations set forth in Section 7.1 have been satisfied, then by written notice of Seller to Buyer at any time thereafter; and

(d) without limiting Section 8.1(c) above, if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not been cured within five (5) Business Days after written notice of such breach or failure shall have been provided by Seller to Buyer, then by written notice of Seller to Buyer at any time thereafter; provided, however, that Seller shall not be entitled to so terminate this Agreement if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not then been cured.

8.2 Effect of Termination. If this Agreement is terminated other than by mutual written agreement pursuant to Section 8.1(a), then both Parties expressly reserve all rights to seek any and all relief to which they may be entitled, including, without limitation, damages and/or specific performance. If this Agreement is terminated pursuant to Section 8.1(a), then Seller shall, within five (5) Business Days thereafter, refund the Deposit to the Buyer. If this Agreement is terminated pursuant to Section 8.1(b), then Buyer shall be entitled to the return of its Deposit, without limitation to any and all other remedies to which Buyer may be entitled, including without limitation, damages and/or specific performance. If this Agreement is terminated pursuant to Section 8.1(c) or (d), then Buyer shall be deemed to have forfeited any claim to the Deposit, which shall be retained by Seller, without limitation to any and all other remedies to which Seller may be entitled, including without limitation, damages and/or specific performance.

ARTICLE IX
MISCELLANEOUS

9.1 Survival. All of the representations, warranties, covenants and obligations of the Parties contained in this Agreement and the Transaction Documents shall survive the Closing.

9.2 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and Acheron Capital, Ltd., and

their respective successors and permitted assigns; provided, however, that except as expressly set forth herein, no Party shall assign any of its rights or delegate any of its obligations created under this Agreement without the prior written consent of the other Party hereto, and any such purported assignment or delegation without such consent shall be void. Nothing in this Agreement shall confer upon any Person (including any beneficiary of the Trust) other than a Party to this Agreement, or a Party's permitted successors and assigns, any right or remedy of any nature or kind whatsoever under or by reason of this Agreement.

9.3 Notices. Unless otherwise provided herein, any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally, by electronic mail, by a nationally recognized overnight courier for overnight delivery or by certified mail, return receipt requested, postage and charges prepaid, (with a confirming copy sent within one (1) Business Day by any other means described in this section) to the Party designated to receive such notice, demand or communication, and shall be deemed received on the Business Day following the day sent, or if sent by certified mail, on the third (3rd) Business Day after the same is sent, directed to the following addresses or to such other or additional addresses as any Party might designate by written notice to each other Party:

If to Seller:

Barry Mukamal, CPA
Trustee for the Mutual Benefits Keep Policy Trust
KapilaMukamal, LLP
1000 South Federal Highway, Suite 200
Fort Lauderdale, FL 33316
Telephone: (786) 517-5730
Email: bmukamal@kapilamukamal.com

With a copy to:

David L. Rosendorf, Esq.
Kozyak Tropin & Throckmorton, LLP
2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, FL 33134
Telephone: (305) 372-1800
Email: drosendorf@kttlaw.com

If to Buyer:

Acheron Capital Ltd., as investment manager on behalf of,
and as agent for, Robert H. Edelstein,
as the Trustee of the Acheron Portfolio Trust
Attn: Jean-Michel Paul
115 Park Street, Fourth Floor
London W1K-7AP
United Kingdom
Telephone: +44 207 258 5990
Email: jpaul@acheroncapital.com

and

Dr. Robert H. Edelstein
Trustee of the Acheron Portfolio Trust
12305 Fourth Helena Drive
Los Angeles, CA 90049-3929
Telephone: (310) 505-3050
Email: EdelsteinRobert@gmail.com

With a copy to:

Anderson & Kreiger LLP
Attn: Steven Schreckinger, Esq.
50 Milk Street, 21st Floor
Boston, MA 02109
Telephone: (617) 621-6500
Email: sschreckinger@andersonkreiger.com

and

Shutts & Bowen LLP
Attn: Larry I. Glick, Esq.
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
Telephone: (305) 358-6300
Email: lglick@shutts.com

Any rejection, refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

9.4 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any choice of law rules thereof that might apply the laws of any other jurisdiction.

(b) It is expressly agreed that the Court shall have continuing jurisdiction of all matters related to this Agreement and all actions with respect to this Agreement shall be instituted in the Court (but without limiting Section 9.4(a) hereof). In furtherance of the foregoing, Seller and Buyer each hereby irrevocably consents and agrees that any legal action, suit or proceeding against it with respect to its obligations or liabilities or any other matter under or arising out of or in connection with this Agreement or any other Transaction Document shall be brought in the United States District Court for the Southern District of Florida or only if such court lacks subject matter jurisdiction, in the courts of the State of Florida, sitting in Miami-Dade County. By execution and delivery of this Agreement, Seller and Buyer each, to the fullest extent permitted by applicable law, hereby (i) irrevocably accepts and submits to the exclusive jurisdiction of the Court and such other courts *in personam,* generally and unconditionally with respect to any such action, suit or proceeding, (ii) agrees not to commence any such action, suit or proceeding in any jurisdiction other than in the Court, or if the Court shall not have jurisdiction, such other courts as are specified in this Section 9.4(b), (iii) waives any objection to the laying of venue of any such action, suit or proceeding therein, and (iv) agrees not to plead or claim that such action, suit or proceeding has been brought in an inconvenient forum.

(c) Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. ANY DISPUTE WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

9.5 Entire Agreement. This Agreement, the Confidentiality Agreement, the Non-Collusion Affidavit, the Non-Affiliation Declaration and the other Transaction Documents (a) contain the entire agreement and understanding of the Parties with respect to the subject matter hereof, and (b) supersede all prior negotiations, discussions, correspondence, communications, understandings, drafts and agreements between the Parties relating to the subject matter hereof, all of which are merged into this Agreement.

9.6 Amendment; Waiver: Consent. This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by both of the Parties. The terms of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach, whether or not similar, and no such waiver shall operate or be construed as a continuing waiver unless so provided. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9.7 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable law, the Parties hereby waive any provision of law that may render any provision hereof prohibited or unenforceable in any respect.

9.8 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart. An electronically transmitted signature for any counterpart to this Agreement shall be as valid and enforceable as an original signature thereof.

9.9 Headings. The headings and captions in this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

9.10 Fiduciary Status of Parties. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Barry Mukamal is executing this Agreement and each other Transaction Document in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, provided that nothing herein shall be construed as or deemed to create a fiduciary relationship between Buyer and Seller. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Robert H. Edelstein is executing this Agreement and each other Transaction Document in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, provided that nothing herein shall be construed as or deemed to create a fiduciary relationship between Buyer and Seller.

ARTICLE X
COURT APPROVAL

10.1 Sale Approval Order. The obligations of Buyer and Seller under this Agreement are contingent upon the issuance of the Sale Approval Order by the Court authorizing the sale of the Acquired Assets by Seller to Buyer substantially in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained in the Sale Procedures including, without limitation, the procedures set forth in Court document DE 3147-1, Buyer is not required to deliver the Final Purchase Price (subject to the refund provisions of Section 2.5(a) hereof with respect to any Policy that becomes an Excluded Asset) to Seller or Seller's counsel prior to the Closing. Without limiting the foregoing, in the event of any conflict between the terms of this Agreement and any Sale Procedures, the terms of this Agreement shall control.

10.2 Entry of Sale Approval Order and Cooperation to Close. Seller and Buyer shall in good faith seek the prompt entry of the Sale Approval Order.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by Seller and Buyer as of the date first written above.

BARRY MUKAMAL

____

BARRY MUKAMAL
Not in his individual capacity, but solely as Trustee for the Mutual Benefits Keep Policy Trust

ROBERT H. EDELSTEIN

____

ROBERT H. EDELSTEIN
Not in his individual capacity, but solely as Trustee for the Acheron Portfolio Trust

EXHIBIT A

SCHEDULE OF POLICIES

ASSET PURCHASE AGREEMENT – TRANCHE "B"

by and between

BARRY MUKAMAL,
As the Trustee for the Mutual Benefits Keep Policy Trust,

As Seller

And

ROBERT H. EDELSTEIN,
as the Trustee of the Acheron Portfolio Trust,

As Buyer

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into by and between Barry Mukamal, as Trustee (the "Trustee") of the Mutual Benefits Keep Policy Trust (the "Trust"), under Trust Agreement dated September 25, 2009 (hereinafter referred to as the "Trust Agreement") (in such capacity, "Seller"), and Robert H. Edelstein, as the Trustee of the Acheron Portfolio Trust ("Buyer"), as of December 23, 2022. Seller and Buyer, may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Roberto Martinez was previously the Receiver for Mutual Benefits Corp., a Florida corporation ("MBC"), Viatical Services, Inc., a Florida corporation ("VSI"), and Viatical Benefactors, LLC, a Delaware limited liability company ("VBLLC"), and together with MBC and VSI, (the "Receivership Entities") pursuant to the Order Appointing Receiver entered by the United States District Court for the Southern District of Florida (the "Court") on May 4, 2004 under Case No. 04-60573-CIV-MORENO-SIMONTON (the "Receivership Proceeding"); and

WHEREAS, pursuant to the Receivership Order, Receiver was authorized to take possession of all of the assets of the Receivership Entities, including the "Acquired Assets" (as defined below), and was vested with all power and authority to, among other things, administer and manage the assets and business affairs of the Receivership Entities; and

WHEREAS, pursuant to the Order on Disposition of Policies and Proceeds entered by the Court on September 14, 2005 and subsequent orders related to the disposition of Undersubscribed Keep Policies and Fractional Interests therein ("Disposition Orders"), Receiver had been vested with full power and authority to sell the Acquired Assets; and

WHEREAS, the Receiver established the Mutual Benefits Keep Policy Trust (the "Trust") and assigned and transferred to the Trust the assets including the Acquired Assets; and

WHEREAS, the Receiver appointed Seller as Trustee of the Trust pursuant to the Trust Agreement; and

WHEREAS, pursuant to the Trust Agreement, Seller was authorized to receive and hold the Trust assets, including the Acquired Assets and was vested with all power and authority to, among other things, sell the assets of the Trust, including the Acquired Assets; and

WHEREAS, Seller desires to, on behalf of the Trust, sell and assign to Buyer, and Buyer desires to purchase from Seller and accept assignment from Seller of, the Acquired Assets, all upon the terms and conditions set forth herein and in the Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in consideration of the representations, warranties and covenants contained herein, the Parties, intending to be legally bound thereby, agree as follows:

ARTICLE I
DEFINITIONS

"Acquired Assets" has the meaning set forth in Section 2.1 of this Agreement.

"Agreement" means this Asset Purchase Agreement (together with all schedules and exhibits attached hereto, which are deemed a part hereof), as may be amended, modified, supplemented and/or restated from time to time in accordance with its terms.

"Assumed Liabilities" has the meaning set forth in Section 2.3 of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or any other day designated as a holiday by the Court.

"Buyer" has the meaning set forth in the preface above.

"Buyer's Securities Intermediary" means, with respect to a Policy, the financial institution that is the named owner and beneficiary thereof, and through which Buyer is the owner of securities entitlements pursuant to a securities account control agreement.

"Buyer's Securities Intermediary Account" means the Seller's Securities Intermediary Account, as assigned and transferred to Buyer at Closing provided that Wilmington Trust, N.A. consents to such assignment and transfer with the reasonable costs thereof split equally by Buyer and Seller, otherwise "Buyer's Securities Intermediary Account" means a securities intermediary account owned by Buyer with Wilmington Trust, N.A. as Buyer's Securities Intermediary.

"Closing" has the meaning set forth in Section 3.2 of this Agreement.

"Closing Date" has the meaning set forth in Section 3.2 of this Agreement.

"Court" has the meaning set forth in the preface above.

"Deposit" means funds held in the trust account of Seller's counsel pursuant to this Agreement.

"Disposition Orders" has the meaning set forth in the preface above.

"Effective Date" means the first Business Day that all of the conditions precedent set forth in Article VII of this Agreement of both Buyer and Seller have been satisfied.

"Encumbrance" means any lien (statutory or otherwise), claim, Liability, interest, beneficial interest, right, pledge, option, charge, hypothecation, security interest, right of first refusal, mortgage, deed of trust or other encumbrance of any kind or any right or interest of any Person.

"Entitlement Order" means an order requiring that Seller's Securities Intermediary or Buyer's Securities Intermediary, as the case may be, take one or more actions with respect to the Policies.

"Escrow Release Date" has the meaning set forth in Section 3.5 of this Agreement.

"Excluded Assets" has the meaning set forth in Section 2.2 of this Agreement.

"Final Purchase Price" has the meaning set forth in Section 2.5 of this Agreement.

"Insured" means the individual or individuals named as the insured under the terms of each Policy listed on the Schedule attached hereto.

"Insurer" means at any time, with respect to any Policy, the insurance company or other entity that is at that time obligated to pay the related net death benefit upon the death of the related Insured or any other benefit provided by such Policy, or the successor to such obligation.

"Liabilities" means any and all debts, indebtedness, losses, claims, damages, costs, expenses, demands, fines, judgments, penalties, liabilities, commitments, sales commissions, contracts, responsibilities and obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, known or unknown, fixed or unfixed, due or to become due.

"Longevity" means Longevity Asset Advisors, LLC, which has been engaged by Seller to assist in consummating the sale of the Policies.

"MBC" has the meaning set forth in the preface above.

"Parties" has the meaning set forth in the preface above.

"Person" means any individual, partnership, joint venture, association, trust, limited liability company, proprietorship, unincorporated association, business organization, enterprise, joint stock company, estate, governmental authority or other entity.

"Policy" means a life insurance policy held by the Trust pursuant to the Trust Agreement.

"Policy Files" means (a) all documents maintained by Seller in connection with a Policy, as have been made available to Buyer via the data room hosted by Longevity and (b) any paper file for a Policy constituting an Acquired Asset in the possession of Seller's Securities Intermediary.

"Policy Proceeds" means all benefits of a Policy including but not limited to the right to any death benefits, any return of premiums, any cash surrender values, any interest accrued in relation to any amounts payable by the applicable Insurer and any other proceeds or other benefits of any nature associated with such Policy.

"Pre-Transfer Expenses" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Transfer Proceeds" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Transfer Reimbursement" has the meaning set forth in Section 2.3 of this Agreement.

"Purchase Price" has the meaning set forth in Section 2.4 of this Agreement.

"Purchase Price Adjustments" has the meaning set forth in Section 2.5 of this Agreement.

"Receivership Entities" has the meaning set forth in the preface above.

"Receivership Order" has the meaning set forth in the preface above.

"Receivership Proceeding" has the meaning set forth in the preface above.

"Sale Approval Order" means an Order of the Court authorizing and approving (a) the Settlement Agreement and (b) the sale of the Acquired Assets by Seller to Buyer substantially in accordance with the terms of this Agreement.

"Sale Procedures" means the procedures set forth in the Trustee's Motion to Approve Procedures for Sale of Policies in Connection with Trust Termination filed by the Trustee in the Court on January 21, 2022, as may be modified by the Trustee and as approved by the Court.

"Seller" has the meaning set forth in the preface above.

"Seller's Securities Intermediary" means the financial institution that is the named owner and beneficiary of all life insurance policies owned by the Seller, and with whom the Seller is the owner of securities entitlements pursuant to a securities account control agreement.

"Seller's Securities Intermediary Account" means the securities intermediary account owned by the Seller with Wilmington Trust, N.A. as Seller's Securities Intermediary.

"Settlement Agreement" means the settlement agreement subject to Court approval between Seller, Buyer and Acheron Capital, Ltd., dated as of December 23, 2022, a copy of which is attached hereto as Exhibit B.

"Settlement Date" means December 23, 2022.

"Taxes" means any federal, state, local or foreign net or gross income, minimum, alternative minimum, sales, value added, use, excise, franchise, real or personal property, transfer, conveyance, environmental, gross receipts, capital stock, production, business and occupation, disability, employment, payroll, severance, withholding or other tax, assessment, duty, fee, levy or charge of any nature whatsoever, whether disputed or not, imposed by any governmental authority, and any interest, penalties (civil or criminal), additions to tax or additional amounts related thereto or to the nonpayment thereof, including any obligations under any agreement or other arrangement with respect to any of the foregoing.

"Transaction Documents" means collectively this Agreement, the Settlement Agreement and any other document executed by Seller or Buyer at the Closing in connection with the purchase of Acquired Assets.

"Trust" has the meaning set forth in the preface above.

"Trust Agreement" has the meaning set forth in the preface above.

"Trustee" has the meaning set forth in the preface above.

ARTICLE II
PURCHASE & SALE OF ASSETS

2.1 Purchase and Sale. On the terms and conditions set forth herein, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified in Section 2.5 of this Agreement. For purposes of this Agreement, "Acquired Assets" means all right, title and interest in and to the Policies described and listed in the schedule attached hereto as Exhibit A and incorporated herein by this reference as of the date hereof (the "Schedule") and all Policy Files with respect thereto. The Schedule will be updated as of the Closing Date and at the end of the Look-Back Period to reflect any Policy listed in the Schedule attached hereto that becomes an Excluded Asset after the date hereof, in accordance with Section 2.2 of this Agreement.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer shall not purchase or accept from Seller, any of the following (each an "Excluded Asset"):

(a) any asset or property of Seller or the Trust that is not specifically set forth in the Schedule attached hereto; and

(b) any Policy identified in the attached Schedule with respect to which Seller has provided Buyer, within forty five (45) days after the Settlement Date (or if such date is not a Business Day, the first Business Day thereafter) (the "Look-Back Period"), documentation evidencing either: (i) the death of the Insured under such Policy; or (ii) any other maturity of such Policy pursuant to the terms thereof; in either case prior to the Settlement Date, as to which the Purchase Price shall be adjusted in accordance with Section 2.5 hereof, and following the provision of such documentation with respect to any such Policy, such Policy shall cease to be an Acquired Asset (and shall be deemed to have never constituted an "Acquired Asset") for all purposes of this Agreement.

2.3 Allocation of Death Benefit and Assumption of Liabilities. As of the Settlement Date, and subject to the provisions of Section 2.2 above, all Policy Proceeds in connection with an Acquired Asset shall belong to Buyer, subject to the Closing of the transaction in accordance with Article III of this Agreement. From the Settlement Date until (a) the Closing Date or (b) in the case of a Non-SI Policy (as hereinafter defined), the date the conditions for release of the Escrow Amount (as hereinafter defined) with respect to a Non-SI Policy are satisfied (the "Escrow Release Date"), Seller shall continue to pay, perform and discharge in accordance with their respective terms, all obligations necessary to service and maintain any Policy that is an Acquired Asset including the premium (in the amounts reasonably determined by Seller's servicer), servicing fee, Seller's Securities Intermediary fees, and any other similar charge directly attributable to such Policy (the "Pre-Transfer Expenses"), and shall receive and hold all Policy Proceeds for the benefit of Buyer (the "Pre-Transfer Proceeds") subject to the Closing of the transaction in accordance with Article III of this Agreement or, in the case of Non-SI Policies, the Escrow Release Date. At Closing or, in the case of Non-SI Policies, upon the Escrow Release Date, Seller shall provide Buyer with commercially reasonable documentation evidencing the Pre-Transfer Expenses, and

Buyer shall reimburse Seller for the Pre-Transfer Expenses, without any interest thereon (the "Pre-Transfer Reimbursement") and Seller shall tender the Pre-Transfer Proceeds to the Buyer. For the avoidance of doubt, Pre-Transfer Expenses payable by Buyer shall not include expenses related to or arising from the general administration of the Trust or the costs of sale including, without limitation, fees payable to the Trustee and/or Trust professionals (including Trust counsel, brokers, advisers, accountants or actuaries). Upon the Closing Date or, in the case of Non-SI Policies, the Escrow Release Date, Buyer shall assume all obligations that arise under the Policies acquired hereunder from and after the Closing Date or, if applicable, the Escrow Release Date, including without limitation, all obligations to pay the premiums or other charges with respect to such Policies which become due on and after the Closing Date ("Assumed Liabilities").

2.4 Purchase Price. Buyer agrees to purchase the Acquired Assets for that portion of $24 million that is allocated to the Acquired Assets pursuant to the Settlement Agreement (the "Purchase Price"), to be paid to Seller by Buyer at Closing, subject to the Purchase Price Adjustments. Within five (5) Business Days of the Settlement Date, Buyer shall increase the amount of the Deposit so that it equals 10% of the Purchase Price. The Deposit shall be held in the trust account of Seller's counsel. Buyer shall pay the balance of the Purchase Price on the Closing Date in immediately available funds, to be held in the trust account of Seller's counsel, David L. Rosendorf, Esq., pending the Escrow Release Date.

2.5 Purchase Price Adjustments. The following adjustments shall be made to the Purchase Price, which after such adjustments shall be the "Final Purchase Price"):

(a) In the event any Policy listed in the attached Schedule shall become an Excluded Asset pursuant to Section 2.2(b) hereof, the Purchase Price shall be reduced by an amount equal to the cash surrender value of the Policy, if any (the "Allocated Value"), and Buyer shall be refunded the Allocated Value for such Policy, plus any additional premiums or other charges paid by Buyer with respect to such Policy prior to the conclusion of the Look-Back Period. In the event that the face value of a Policy that is an Acquired Asset is reduced subsequent to the date of this Agreement and prior to the Closing, the Purchase Price shall be reduced by an amount equal to the ratio of the amount of the reduction to the total face value of all Policies that are Acquired Assets; provided, however, that prior to any reduction in face value due to the non-payment of premium, the Trust shall, if provided adequate notice by the Trust's servicer, provide Buyer with reasonable notice and Buyer shall have the option, in its sole discretion, to prevent the reduction by advancing the amount of such premium to the Trust. Buyer's advance(s) to prevent the reduction of a Policy's face value, if any, shall be credited against the Pre-Transfer Reimbursement.

ARTICLE III
CLOSING

3.1 Effectiveness of Agreement. This Agreement shall be effective and enforceable when each Party has duly executed, dated, and delivered this executed Agreement to the other Party.

3.2 Closing. Unless this Agreement shall have been terminated pursuant to Section 8 hereof, the closing of the transaction contemplated hereby (the "Closing") shall take place within fourteen (14) Days after the Effective Date (the "Closing Date"), or if the sole condition to the Effective Date occurring is that the Sale Order has been stayed, within seven (7) days after such stay is lifted, unless extended by mutual written agreement of the Parties. The Closing shall be held at the offices of Kozyak Tropin & Throckmorton, LLP, unless the Parties agree otherwise.

3.3 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer (a) a bill of sale with respect to the Acquired Assets, (b) an electronic copy of all reasonably available Policy Files for Policies that are part of the Acquired Assets; (c) a copy of the Sale Approval Order; (d) the full amount of the Pre-Transfer Proceeds payable at Closing; and (e) as applicable, either (i) an Assignment of Seller's Securities Intermediary Account (including all related Policy Files) to Buyer or (ii) an Entitlement Order directing Seller's Securities Intermediary to debit each Policy (and related Policy File) that is an Acquired Asset under the terms of this Agreement from Seller's Securities Intermediary Account, and to credit each Policy (and related Policy File) that is an Acquired Asset under the terms of this Agreement to Buyer's Securities Intermediary Account, and Seller thereby shall assign, sell, transfer and grant to Buyer all of the Acquired Assets being purchased and sold as of the Closing Date. If any Policies are determined to be Excluded Assets after the Closing Date, but prior to the end of the Look-Back Period, the Seller shall deliver an amended bill of sale accordingly to the Buyer.

3.4 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller (a) the full amount of the Final Purchase Price (subject to the refund provisions of Section 2.5(a) hereof with respect to any Policy that becomes an Excluded Asset) by bank wire transfer in immediately available funds, which shall be held in Seller's counsel's trust account pending satisfaction of the conditions for release of the Final Purchase Price in Sections 3.5 and 3.6 of this Agreement; (b) the full amount of the Pre-Transfer Reimbursement due at Closing; and (c) an Entitlement Order directing Buyer's Securities Intermediary to credit each Policy that is an Acquired Asset under the terms of this Agreement to Buyer's Securities Intermediary Account.

3.5 Release of Final Purchase Price. As applicable, (a) Seller's Securities Intermediary and Buyer's Securities Intermediary shall confirm the Assignment of Seller's Securities Intermediary Account (including all related Policy Files) to Buyer or (b) Seller and Buyer shall each promptly cause their respective Securities Intermediaries to execute the Entitlement Orders. Subject to Section 3.6 of this Agreement, the Final Purchase Price shall be released from Trustee's counsel trust account and delivered to Seller upon: (i) the expiration of the Look-Back Period; (ii) the determination of all Policies which are Excluded Assets; (iii) the calculation of the amount of the Allocated Value and other adjustments to the Final Purchase Price pursuant to Section 2.5(a); and (iv) confirmation that all Policies that are Acquired Assets have been debited from Seller's Securities Intermediary Account and credited to Buyer's Securities Intermediary Account (the "Escrow Release Date") The excess of any funds then held in escrow by Trustee's counsel over the amount disbursed to the Seller as specified above, shall be delivered to the Buyer within five (5) Business Days.

3.6 Post-Closing Escrow. In the event that any Policies that are Acquired Assets have not been transferred to Seller's Securities Intermediary Account as of the Closing Date ("Non-SI Policies"), Seller and Buyer agree that a portion of the Final Purchase Price equal to the ratio of the face value

of the Non-SI Policies to the total face value of all Policies that are Acquired Assets shall remain in escrow in Trustee's counsel's trust account ("Escrow Amount"), and the portion of the Escrow Amount attributable to the face value of a Policy that is an Acquired Asset shall be released as follows: (a) (i) if Buyer has been assigned Seller's Securities Intermediary Account, upon the transfer of a Non-SI Policy to the assigned Seller's Securities Intermediary Account; or (ii) if Buyer has established its own Buyer's Securities Intermediary Account at Wilmington Trust, N.A., upon the transfer of a Non-SI Policy to Seller's Securities Intermediary Account, the delivery of an Entitlement Order directing Seller's Securities Intermediary to debit such Policy from Seller's Securities Intermediary Account and to credit such Policy to Buyer's Securities Intermediary Account, and confirmation that the Policy has been so debited and credited; or (b) if the Non-SI Policy cannot be transferred to Seller's Securities Intermediary Account despite commercially reasonable efforts by Seller, then upon Seller's execution and delivery to Buyer of documentation irrevocably assigning all of Seller's right, title and interest in the Non-SI Policy to Buyer, including, as is reasonably necessary, (i) documentation designating Buyer as the irrevocable beneficiary for 100% of the death benefit of the Policy owned by Seller; (ii) documentation authorizing Buyer to designate the address and contact information for all communications regarding the Policy; and (iii) a power of attorney authorizing Buyer to take any and all actions reasonably necessary to maintain, manage and realize the full economic benefit of the Policy. If within sixty (60) days after the Closing Date, the conditions for release of any of the Escrow Amount have not occurred, then the remaining Escrow Amount shall be returned to Buyer. If requested by any of Seller, Buyer or Trustee's counsel, the Parties and Trustee's counsel will enter into an escrow agreement at the Closing, which conforms to the foregoing terms and conditions with respect to the Escrow Amount.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

4.1 Status as Trustee. Seller is the duly appointed Trustee of the Trust and was appointed by the Receiver for the Receivership Entities.

4.2 Authority, Power and Binding Effect. Seller, subject to the entry of the Sale Approval Order, has all requisite power and authority, pursuant to the Trust Agreement and other applicable directives of the Court, to execute and deliver this Agreement and to perform its obligations under this Agreement and the other Transaction Documents, including without limitation, the power and authority to sell the Acquired Assets free and clear of all Encumbrances. Seller has duly executed and delivered this Agreement and each other Transaction Document to which Seller is a party, and when delivered by Seller in accordance with this Agreement, each other Transaction Document to which Seller will be a party will be duly executed and delivered by Seller. This Agreement and each other Transaction Document when duly executed and delivered shall constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their terms. Seller represents that no further Order or approval from the Court other than the Sale Approval Order is required in order to consummate the sale of the Acquired Assets in accordance with this Agreement.

4.3 Title to Acquired Assets. Seller (or, subject to the Securities Account Control Agreement between Seller and the Seller's Securities Intermediary, the Seller's Securities Intermediary) is conveying good and valid title to the Acquired Assets free and clear of any Encumbrances. All of Seller's and Trust's claims, options, privileges, right, title and interest in to, and under the Acquired Assets, including all beneficial interests in the Policies, will be sold, conveyed, assigned, transferred and delivered to Buyer at Closing, free and clear of all Encumbrances.

4.4 As Is, Where Is. The sale of the Acquired Assets shall be made "as is, where is" without any recourse whatsoever against the Seller (but without limiting any representation or warranty of Seller expressly set forth in Article IV of this Agreement), the Trust, or any of their professionals, employees or agents.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER ACCEPTS THE CONDITION OF THE POLICIES "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AS TO THE CONDITION, SIZE OR VALUE OF THE POLICIES, EXCEPT ONLY AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE POLICIES, (B) THE POLICY DOCUMENTS, (C) THE SUITABILITY OF THE POLICIES, (D) THE COMPLIANCE OF THE POLICIES, INCLUDING ANY UNDERWRITING, WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL ENTITY, OR (D) ANY OTHER MATTER WITH RESPECT TO THE POLICIES, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT.

4.5 Status of Policies. As of the Closing Date, each of the Policies included in the Acquired Assets is "in-force" and has not lapsed. Any Policies which are not "in-force" or have lapsed prior to the Closing Date shall be treated as an "Excluded Asset" in accordance with Section 2.2 of this Agreement, for which there will be a Purchase Price Adjustment in accordance with Section 2.5 of this Agreement.

4.6 No Violation; Consents. The execution, delivery and performance by Seller of this Agreement and each other Transaction Document to which Seller is a party and the consummation by Seller of all of the transactions contemplated hereby and thereby, including without limitation the sale and purchase and acceptance of the Acquired Assets and the assumption of the Assumed Liabilities by Buyer (a) do not and will not violate any provision of the Trust Agreement or the organization documents of Seller or court orders governing Seller; (b) do not and will not result in a violation of any applicable law, ordinance, regulation, permit, authorization or decree or any order of any court or other governmental agency applicable to Seller or any of its assets or properties; and (c) do not and will not require any consent, waiver, approval, license, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with

any governmental authority, court, or other Person to which Seller or any affiliate thereof, or any asset or property of Seller, is bound, other than the Sale Approval Order.

4.7 Brokers and Finders. Seller has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby other than Longevity. Buyer, in its capacity as Buyer, has no liability to Longevity for any fees, commissions or other amounts arising from the transactions contemplated hereby, provided however that nothing herein shall in any way alter the entitlement of Seller, as Trustee of the Trust, to charge Buyer or any affiliate thereof, in their capacities as existing holders of interests in Policies, for their share of any fees, commissions or other amounts arising from the transactions contemplated hereby, nor shall anything herein alter the obligations of Buyer or any affiliate thereof, in their capacities as existing holders of interests in Policies with respect thereto including, without limitation, the right to object to a charge for such fees, commissions or other amounts to the extent permitted by the Settlement Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

5.1 Existence and Standing. In the event Buyer is a corporation, partnership or limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its organization with all the requisite power and authority to carry on its business as presently conducted by it.

5.2 Authority, Power and Binding Effect. Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and the other Transaction Documents. Buyer has duly executed and delivered this Agreement and each other Transaction Document to which Buyer is a party, and when delivered by Buyer in accordance with this Agreement, each other Transaction Document to which Buyer will be a party will be duly executed and delivered by Buyer. This Agreement and each other Transaction Document when duly executed and delivered shall constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms.

5.3 No Violation; Consents. The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is or will be a party and the consummation by Buyer of all of the transactions contemplated hereby and thereby, including without limitation the purchase and acceptance of the Acquired Assets and the assumption of the Assumed Liabilities by Buyer (a) do not and will not violate any provision of the organizational documents of Buyer; (b) do not and will not result in violation of any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which Buyer or any of its assets or properties is bound; (c) do not and will not result in a violation of any applicable law, ordinance, regulation, permit, authorization or decree or any order of any court or other governmental agency applicable to Buyer or any of its assets or properties; (d) do not and will not require any consent, waiver, approval, license, order, designation or authorization of, notice to, or

registration, filing, qualification or declaration with any governmental authority or other Person to which Buyer or any affiliate thereof, or any asset or property of Buyer, is bound.

5.4 Disclaimer. Buyer acknowledges that in making the decision to enter into this Agreement and to consummate the transactions contemplated thereby, Buyer has relied solely on the basis of its own independent investigation of the Acquired Assets and upon the Seller's express written representations, warranties and covenants in this Agreement. Buyer has carefully considered and has, to the extent Buyer believes such discussion necessary, discussed with Buyer's professional, legal, tax and financial advisors, the suitability of an investment in the Acquired Assets for Buyer's particular tax and financial situation and Buyer has determined that an investment in the Acquired Assets is suitable for Buyer. Buyer assumes all risk of loss attendant to the acquisition of and investment in the Acquired Assets.

5.5 Financial Ability. Buyer has access to sufficient unrestricted funds, and will at the time of the Closing have sufficient unrestricted funds, to consummate the transactions contemplated by this Agreement.

5.6 Brokers and Finders. Buyer has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby for which Seller could be liable.

5.7 No Collusion. Buyer has not entered into any agreements, oral or written, with any other Person concerning the purchase and sale of the Acquired Assets and has disclosed to Seller all parties to any joint venture, partnership or joint bid (other than Buyer's investors, lenders or other financing partners).

5.8 Patriot Act. No Person affiliated with Buyer is: (i) a Person listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or a Person with whom a citizen of the United States is otherwise prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control or on any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Law, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States; (iii) a non-U.S. shell bank or is providing banking services indirectly to a non-U.S. shell bank; (iv) a senior non-U.S. political figure or an immediate family member or close associate of such figure; or (v) otherwise prohibited from investing in Buyer pursuant to any applicable anti-money laundering, anti-terrorist or asset control Law or Order of any relevant jurisdiction.

5.9 Accredited Investor. Buyer is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933. Buyer (i) may purchase and hold the Policies, (ii) may resell the Policies or interests therein and (iii) may issue securities or other instruments or certificates representing interests in the Policies or payable from the proceeds thereof, in each case only in a

manner that either satisfies the requirements for, or is exempt from registration under, the Securities Act of 1933, or comparable registration requirements of any applicable non-U.S. securities Law.

ARTICLE VI
COVENANTS OF THE PARTIES

6.1 General. Seller and Buyer shall use their commercially reasonable efforts to cooperate, assist and consult with each other to consummate the transactions contemplated by this Agreement as promptly as practicable.

6.2 Access to Seller's Files.

(a) Prior to the Closing Date or, in the case of Non-SI Policies, the Escrow Release Date, Seller shall allow Buyer, during regular business hours, to make reasonable investigation and inquiry related to the Acquired Assets, including by providing access to the Policy Files relating to the Policies and furnishing information as promptly as practicable to Buyer that is reasonably requested by Buyer.

(b) Buyer acknowledges that information provided by Seller about the Policies may contain information of a highly personal nature, and that insurance regulations and other applicable laws are structured to provide confidentiality to policy owners and Insureds with respect to consumer information in connection with ownership and sale of their life insurance policies, and that brokers, purchasers, Buyer and Seller, and all of their respective agents and representatives, are obligated to keep consumer information confidential in accordance with applicable laws. Buyer agrees that both before and after the Closing Date, it shall comply in all material respects with all privacy, confidentiality and other similar laws and regulations governing the use and disclosure of any Confidential Information provided by Seller in accordance with the Confidentiality Agreement previously executed by Buyer and Seller in connection with this transaction.

6.3 Post-Closing Proceeds Disbursements and Communications.

(a) Any proceeds or other amounts in respect of any Acquired Assets, including without limitation any death benefits, received by Seller after the Closing Date shall be held by Seller in constructive trust for the benefit of Buyer, and Seller shall promptly notify Buyer in writing of the receipt of any such amount and make payment to Buyer within five (5) Business Days of receipt of such proceeds.

(b) To the extent any party other than Buyer or Seller receives any proceeds or other amounts in respect of any Acquired Asset, Seller shall, upon request of Buyer, cooperate with Buyer's efforts to recover such proceeds.

(c) Any proceeds or other amounts in respect of any Excluded Asset, including without limitation any death benefits, received by Buyer after the Closing Date shall be held by Buyer in constructive trust for the benefit of Seller, and Buyer shall promptly notify Seller in writing of the receipt of any such amount and make payment to Seller within five (5) Business Days of receipt of such proceeds.

(d) Policy Communications. Seller shall, during the period that is sixty (60) days after the Closing Date, (a) promptly forward to Buyer any material written correspondence, material notice or other material communication relating to each Policy that is received by Seller, in the same manner in which provided to Seller and (b) instruct Seller's Securities Intermediary to promptly forward to Buyer any material written correspondence, material notice or other material communication relating to each Policy that is received by Seller's Securities Intermediary.

(e) Buyer's Contacts with Insured. Buyer agrees that neither Buyer nor its employees or representatives shall contact an Insured under a Policy or his/her designated contact person(s) (as set forth in the applicable Policy File) more frequently than is permissible under applicable law or by contract. Buyer acknowledges that it may be prohibited under applicable law or contract (or both) from contacting such Insured or the Insured's designated contact person(s) unless Buyer or its affiliate is duly licensed to do so, and will refrain from making such contact in violation of such law or contract.

6.4 Transaction Costs: Taxes.

(a) Except as otherwise expressly provided for herein, Seller and Buyer will bear their own costs and expenses (including any legal, accounting and other professional fees and expenses) that are incurred in connection with the negotiation, execution and performance of this Agreement and the consummation of the transactions contemplated thereby.

(b) The Seller and the Buyer shall each be responsible for any tax consequences to each of them respectively and the payment of any Taxes thereby, resulting from the consummation of the transactions contemplated hereby. Seller and Buyer shall each be responsible for preparing and filing each tax return required by law to be filed by it, and Seller and Buyer shall cooperate with each other in the preparation, execution and filing of all tax returns regarding any taxes which become payable as a result of the transactions contemplated hereby.

(c) Subject to Section 6.4(b) hereof, Seller shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Acquired Assets attributable to any Tax period (or portion thereof) ending prior to the Closing Date, and Buyer shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Acquired Assets attributable to any Tax period (or portion thereof) on or after the Closing Date. For purposes of this section, any period beginning before and ending after the Closing Date shall be treated as two separate Tax periods, one ending on the day before the Closing Date and the other beginning on the Closing Date, except that Taxes imposed on a periodic basis (such as property Taxes) shall be allocated on a daily basis.

ARTICLE VII
CONDITIONS PRECEDENT

7.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to purchase and accept the Acquired Assets and to assume the Assumed Liabilities from Seller pursuant to this Agreement is subject to the satisfaction (or waiver by Buyer) at or prior to Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Article IV hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Seller shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement required to be performed or complied with by Seller prior to or at the Closing;

(c) Seller shall have delivered to Buyer the items specified to be delivered by Seller in Section 3.3 hereof;

(d) The Court shall have entered the Sale Approval Order; and

(e) No preliminary or permanent injunction, stay or other order issued by any court or governmental authority nor any law promulgated or enacted by any governmental authority shall be in effect which restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

7.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to sell and assign the Acquired Assets to Buyer pursuant to this Agreement is subject to the satisfaction (or waiver by Seller) at or prior to the Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in Article V hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Buyer shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement required to be performed or complied with by Buyer prior to or at the Closing;

(c) Buyer shall have delivered to Seller the full amount of the Final Purchase Price and all other items specified to be delivered by Buyer in Section 3.4 hereof;

(d) The Court shall have entered the Sale Approval Order; and

(e) No preliminary or permanent injunction, stay or other order issued by any court or governmental authority nor any law promulgated or enacted by any governmental authority shall be in effect which restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows and in no other manner:

(a) by mutual written agreement of Buyer and Seller at any time prior to the Closing;

(b) if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not been cured within five (5) Business Days after written notice of such breach or failure shall have been provided by Buyer to Seller, then by written notice of Buyer to Seller at any time thereafter; provided, however, that Buyer shall not be entitled to so terminate this Agreement if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not then been cured within five (5) Business Days after written notice by Seller to Buyer;

(c) if Buyer fails to close the transaction by the Closing Date, and all conditions precedent to Buyer's obligations set forth in Section 7.1 have been satisfied, then by written notice of Seller to Buyer at any time thereafter; and

(d) without limiting Section 8.1(c) above, if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not been cured within five (5) Business Days after written notice of such breach or failure shall have been provided by Seller to Buyer, then by written notice of Seller to Buyer at any time thereafter; provided, however, that Seller shall not be entitled to so terminate this Agreement if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this Agreement or the Settlement Agreement, and such breach or failure shall have not then been cured.

8.2 Effect of Termination. If this Agreement is terminated other than by mutual written agreement pursuant to Section 8.1(a), then both Parties expressly reserve all rights to seek any and all relief to which they may be entitled, including, without limitation, damages and/or specific performance. If this Agreement is terminated pursuant to Section 8.1(a), then Seller shall, within five (5) Business Days thereafter, refund the Deposit to the Buyer. If this Agreement is terminated pursuant to Section 8.1(b), then Buyer shall be entitled to the return of its Deposit, without limitation to any and all other remedies to which Buyer may be entitled, including without limitation, damages and/or specific performance. If this Agreement is terminated pursuant to Section 8.1(c) or (d), then Buyer shall be deemed to have forfeited any claim to the Deposit, which shall be retained by Seller, without limitation to any and all other remedies to which Seller may be entitled, including without limitation, damages and/or specific performance.

ARTICLE IX
MISCELLANEOUS

9.1 Survival. All of the representations, warranties, covenants and obligations of the Parties contained in this Agreement and the Transaction Documents shall survive the Closing.

9.2 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and Acheron Capital, Ltd., and

their respective successors and permitted assigns; provided, however, that except as expressly set forth herein, no Party shall assign any of its rights or delegate any of its obligations created under this Agreement without the prior written consent of the other Party hereto, and any such purported assignment or delegation without such consent shall be void. Nothing in this Agreement shall confer upon any Person (including any beneficiary of the Trust) other than a Party to this Agreement, or a Party's permitted successors and assigns, any right or remedy of any nature or kind whatsoever under or by reason of this Agreement.

9.3 Notices. Unless otherwise provided herein, any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally, by electronic mail, by a nationally recognized overnight courier for overnight delivery or by certified mail, return receipt requested, postage and charges prepaid, (with a confirming copy sent within one (1) Business Day by any other means described in this section) to the Party designated to receive such notice, demand or communication, and shall be deemed received on the Business Day following the day sent, or if sent by certified mail, on the third (3rd) Business Day after the same is sent, directed to the following addresses or to such other or additional addresses as any Party might designate by written notice to each other Party:

If to Seller:

Barry Mukamal, CPA
Trustee for the Mutual Benefits Keep Policy Trust
KapilaMukamal, LLP
1000 South Federal Highway, Suite 200
Fort Lauderdale, FL 33316
Telephone: (786) 517-5730
Email: bmukamal@kapilamukamal.com

With a copy to:

David L. Rosendorf, Esq.
Kozyak Tropin & Throckmorton, LLP
2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, FL 33134
Telephone: (305) 372-1800
Email: drosendorf@kttlaw.com

If to Buyer:

Acheron Capital Ltd., as investment manager on behalf of, and as agent for, Robert H. Edelstein,
as the Trustee of the Acheron Portfolio Trust
Attn: Jean-Michel Paul
115 Park Street, Fourth Floor
London W1K-7AP
United Kingdom
Telephone: +44 207 258 5990
Email: jpaul@acheroncapital.com

and

Dr. Robert H. Edelstein
Trustee of the Acheron Portfolio Trust
12305 Fourth Helena Drive
Los Angeles, CA 90049-3929
Telephone: (310) 505-3050
Email: EdelsteinRobert@gmail.com

With a copy to:

Anderson & Kreiger LLP
Attn: Steven Schreckinger, Esq.
50 Milk Street, 21st Floor
Boston, MA 02109
Telephone: (617) 621-6500
Email: sschreckinger@andersonkreiger.com

and

Shutts & Bowen LLP
Attn: Larry I. Glick, Esq.
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
Telephone: (305) 358-6300
Email: lglick@shutts.com

Any rejection, refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

9.4 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any choice of law rules thereof that might apply the laws of any other jurisdiction.

(b) It is expressly agreed that the Court shall have continuing jurisdiction of all matters related to this Agreement and all actions with respect to this Agreement shall be instituted in the Court (but without limiting Section 9.4(a) hereof). In furtherance of the foregoing, Seller and Buyer each hereby irrevocably consents and agrees that any legal action, suit or proceeding against it with respect to its obligations or liabilities or any other matter under or arising out of or in connection with this Agreement or any other Transaction Document shall be brought in the United States District Court for the Southern District of Florida or only if such court lacks subject matter jurisdiction, in the courts of the State of Florida, sitting in Miami-Dade County. By execution and delivery of this Agreement, Seller and Buyer each, to the fullest extent permitted by applicable law, hereby (i) irrevocably accepts and submits to the exclusive jurisdiction of the Court and such other courts *in personam,* generally and unconditionally with respect to any such action, suit or proceeding, (ii) agrees not to commence any such action, suit or proceeding in any jurisdiction other than in the Court, or if the Court shall not have jurisdiction, such other courts as are specified in this Section 9.4(b), (iii) waives any objection to the laying of venue of any such action, suit or proceeding therein, and (iv) agrees not to plead or claim that such action, suit or proceeding has been brought in an inconvenient forum.

(c) Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. ANY DISPUTE WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

9.5 Entire Agreement. This Agreement, the Confidentiality Agreement, the Non-Collusion Affidavit, the Non-Affiliation Declaration and the other Transaction Documents (a) contain the entire agreement and understanding of the Parties with respect to the subject matter hereof, and (b) supersede all prior negotiations, discussions, correspondence, communications, understandings, drafts and agreements between the Parties relating to the subject matter hereof, all of which are merged into this Agreement.

9.6 Amendment; Waiver: Consent. This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by both of the Parties. The terms of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach, whether or not similar, and no such waiver shall operate or be construed as a continuing waiver unless so provided. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9.7 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable law, the Parties hereby waive any provision of law that may render any provision hereof prohibited or unenforceable in any respect.

9.8 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart. An electronically transmitted signature for any counterpart to this Agreement shall be as valid and enforceable as an original signature thereof.

9.9 Headings. The headings and captions in this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

9.10 Fiduciary Status of Parties. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Barry Mukamal is executing this Agreement and each other Transaction Document in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, provided that nothing herein shall be construed as or deemed to create a fiduciary relationship between Buyer and Seller. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Robert H. Edelstein is executing this Agreement and each other Transaction Document in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, provided that nothing herein shall be construed as or deemed to create a fiduciary relationship between Buyer and Seller.

ARTICLE X
COURT APPROVAL

10.1 Sale Approval Order. The obligations of Buyer and Seller under this Agreement are contingent upon the issuance of the Sale Approval Order by the Court authorizing the sale of the Acquired Assets by Seller to Buyer substantially in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained in the Sale Procedures including, without limitation, the procedures set forth in Court document DE 3147-1, Buyer is not required to deliver the Final Purchase Price (subject to the refund provisions of Section 2.5(a) hereof with respect to any Policy that becomes an Excluded Asset) to Seller or Seller's counsel prior to the Closing. Without limiting the foregoing, in the event of any conflict between the terms of this Agreement and any Sale Procedures, the terms of this Agreement shall control.

10.2 Entry of Sale Approval Order and Cooperation to Close. Seller and Buyer shall in good faith seek the prompt entry of the Sale Approval Order.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by Seller and Buyer as of the date first written above.

BARRY MUKAMAL

____
BARRY MUKAMAL
Not in his individual capacity, but solely as Trustee for the Mutual Benefits Keep Policy Trust

ROBERT H. EDELSTEIN

____
ROBERT H. EDELSTEIN
Not in his individual capacity, but solely as Trustee for the Acheron Portfolio Trust

EXHIBIT A

SCHEDULE OF POLICIES

SETTLEMENT AGREEMENT – EXHIBIT "C"

[TO BE SUPPLIED]

SETTLEMENT AGREEMENT – EXHIBIT "D"

ALLOCATION PROCESS (ATTACHED)

EXHIBIT "A"

ALLOCATION PROCESS

1. Acheron will provide the Trustee with data used by its actuaries (subject to any confidentiality restrictions applicable thereto) relating to the policies in Tranche "A" and "A-1," such as experience of mortality and attributes of parties, subject to any necessary confidentiality or non-disclosure agreements.

2. The parties agree that the Trustee can provide that data to his actuary to perform an allocation of the sale price of the policies. The Trustee and Acheron's actuaries will be directed to cooperate on the analysis of the data.

3. Within 90 days of receiving the data used by Acheron's actuary, the Trustee shall provide Acheron with its actuary's allocation of the sale price of the policies.

4. Within 14 days of receiving the Trustee's allocation, Acheron shall provide its comments to the Trustee's allocation.

5. The Parties shall have 21 days to discuss and attempt to agree on the allocations.

6. If at the expiration of the 21 day period, the Parties cannot agree on the allocations of all the Parties, those policies on which the Parties cannot agree shall be submitted to an Umpire for resolution.

7. The Umpire shall be selected from a pool of at least three actuaries that are nationally recognized to deliver a post-sale actuarial allocation, whom the parties have identified within 90 days of the Trustee receiving the data used by Acheron's actuary.

8. The Parties shall promptly agree on the Umpire. If the Parties cannot agree, the Parties' actuaries shall select the Umpire.

9. The Umpire shall make a binding decision as to the allocation of the sale price of the policies in dispute, that are submitted to him or her, that shall be complete and fully resolve the dispute.

10. The Umpire shall render a decision within the range of allocations submitted by the Trustee and Acheron's actuaries.

11. The Parties shall split the cost of the Umpire equally.

MUTUAL BENEFITS KEEP POLICY TRUST
ALLOCATION AND DISTRIBUTION PROCEDURES

The following represent the procedures to be followed by the Mutual Benefits Keep Policy Trustee in connection with (a) allocating the Purchase Price to be received by the Trustee in connection with the sale of the Keep Policies held by the Trust; (b) allocating the Liquidation Costs to be deducted from the sale proceeds after allocation; and (c) distributing the net sale proceeds, after deduction of Liquidation Costs, to the holders of investment interests in the Keep Policies.

Capitalized terms not defined herein shall have the meanings ascribed to them in the *Trustee's Motion to Approve (1) Sale of Policies to Acheron Portfolio Trust; (2) Proposed Allocation and Distribution Procedures; and (3) Settlement with Acheron Capital, Ltd.* ("Sale Approval Motion") and the documents attached thereto, as applicable.

1. Initial Allocation of Sale Proceeds Among Tranche A, A-1 and B:

In accordance with the terms of the APT APAs and the Settlement Agreement, the Purchase Price for the Acquired Assets shall be allocated among Tranche A, Tranche A-1 and Tranche B as follows:

(a) the allocation to Tranche B shall be equal to the aggregate of the last reported cash surrender value for the Tranche B Policies as of the Closing Date;

(b) the allocation between Tranche A and Tranche A-1, following the allocation to Tranche B, shall be in the same ratio as the ratio of the ratio of the Qualifying Bids submitted by Acheron Capital for Tranche A and Tranche A-1 on December 2, 2022.

As of the date of the December 8, 2022 Settlement Term Sheet, the portion of APT's $24 million Purchase Price allocated to Tranche A is **$15,898,123.48**, the portion allocated to Tranche A-1 is **$5,914,190.93**, and the portion allocated Tranche B is **$2,187,685.59**.

Proceeds from the sale of the Acquired Assets (the "Sale Proceeds") shall be allocated to a tranche of Policies based upon the respective Final Purchase Price for the Acquired Assets in such tranche pursuant to the APT APAs.

2. Allocation of Sale Proceeds to Policies Within Each Tranche:

Following the allocation among Tranche A, A-1 and B as set forth above, the Sale Proceeds allocable to the Policies in Tranche A, A-1 and B shall be allocated to each Policy pursuant to the allocation process set forth below (the "Allocation Process"), which will be the value allocable to each Policy (the "Policy Sale Value").

The Trustee will engage an independent, nationally recognized actuary to perform and deliver a post-sale actuarial allocation of the sale price of the policies based upon the relative value of the Policies in each Tranche, based upon the data and information available to the Trustee, including primarily the data provided to the Trustee by the Trustee's servicer, Litai Assets, LLC ("Litai")

with respect to the Policies, and such information and considerations, such as experience of mortality or attributes of parties, as are typically considered by actuaries in performing valuations of viaticated insurance policies and/or life settlement investments.

With respect to Tranche A and A-1:

1. Acheron will provide the Trustee with data used by its actuaries (subject to any confidentiality restrictions applicable thereto) relating to the policies in Tranche A and A-l, such as experience of mortality and attributes of parties, subject to any necessary confidentiality or non-disclosure agreements.

2. The parties agree that the Trustee can provide that data to his actuary (subject to any confidentiality restrictions applicable thereto) to assist in performing an allocation of the sale price of the policies. The Trustee and Acheron's actuaries will be directed to cooperate on the analysis of the data.

3. Within 90 days of receiving the data used by Acheron's actuary, the Trustee shall provide Acheron with the Trustee's actuary's own allocation of the sale price of the policies.

4. Within 14 days of receiving the Trustee's allocation, Acheron shall provide its comments to the Trustee's allocation.

5. The Parties shall have 21 days to discuss and attempt to agree on the allocations.

6. If at the expiration of the 21 day period, the Parties cannot agree on the allocations of all the policies, those policies on which the Parties cannot agree shall be submitted to an Umpire for resolution.

7. The Umpire shall be selected from a pool of at least three actuaries that are nationally recognized to deliver a post-sale actuarial allocation, whom the parties have identified within 90 days of the Trustee receiving the data used by Acheron's actuary.

8. The Parties shall promptly agree on the Umpire. If the Parties cannot agree, the Parties' actuaries shall select the Umpire.

9. The Umpire shall make a binding decision as to the allocation of the sale price of the policies in dispute, that are submitted to him or her, that shall be complete and fully resolve the dispute.

10. The Umpire shall render a decision within the range of allocations submitted by the Trustee and Acheron's actuaries.

11. The Parties shall split the cost of the Umpire.

3. Allocation of Sale Proceeds to Investment Interests.

The portion of the Policy Sale Value allocated to an investment interest in a Policy (prior to determination of the Net Investment Value pursuant to Section 4 below), whether held by a Keep Policy Investor or by an Acheron Party ("Investment Interest") shall be based upon the percentage of the Investment Interest in such Policy relative to the face value of such Policy. For purposes of illustration only, if (a) the Policy Sale Value of Policy No. 001 in Tranche A as determined by the Allocation Process is $150,000 and (b) the Investment Interest in Policy No. 001 is 60% of its face value, then $90,000 (60% x $150,000 = $90,000) shall be allocated as the value of the Investment Interest in such Policy (the "Interest Value").

4. Determination of Net Interest Value.

Subject to Acheron's rights as set forth in Section 9 of the Settlement Agreement, the Trustee shall charge costs of liquidating the Trust against the Policy Sale Value allocable to the Policies in the manner described in this Section 4. Liquidation costs include, without limitation, broker's fees, Stalking Horse Break Fees, accrued and unpaid professional fees, Seller's Security Intermediary fees, repayment of the Trust's line of credit, actuary fees, costs of distribution of Sale Proceeds, fees for calculation of premium refunds, fees for interim and final accounting, tax reporting and tax returns, back-up servicer termination fees, litigation expenses and reserves, and other miscellaneous operating expenses (collectively, "Liquidation Costs"), provided, however, that Liquidation Costs shall not include any life insurance premium or cost of insurance, fee or other charge paid or payable by the Trust, whether from the assets of the Trust or by draw on the Trust's line of credit, for the direct benefit of a Keep Policy Investor ("Investor Advance") that is repaid or reimbursed from amounts otherwise distributable by the Trust to such Keep Policy Investor. Prior to making a distribution of funds to a Keep Policy Investor who has received an unpaid Investor Advance, the Trustee shall or, if applicable, shall instruct the Person or Persons making such distribution to set off and recoup the unpaid amount of the Investor Advance against the amount of the distribution, provided, however, that in no event may the amount of the set off exceed the amount of the distribution.

a. Liquidation Costs shall be paid to the extent practicable from the assets of the Trust (other than Sale Proceeds) (the "Non-Sale Assets").

b. Fees of Seller's Securities Intermediary that are charged on a per Policy basis and are not paid by Non-Sale Assets, to the extent reasonably calculable and allocable on a per-policy basis ("S.I. Per Policy Costs") shall be charged as a Liquidation Cost to the Policy that generated the cost or fee.

c. The Stalking Horse Break Fees for Tranche A and Tranche A-1 shall be allocated to each such tranche based on the amount of the Stalking Horse Break Fees set forth in the respective Stalking Horse APA for each such tranche.

d. Except for S.I. Per Policy Costs and Stalking Horse Break Fees, Liquidation Costs shall be allocated on a tranche by tranche basis relative to the Final Purchase Price for the Policies in such tranche. For purposes of illustration only, if the respective Final Purchase Price for Tranches A, A-1 and B is $15 million (75% of total Sale

Proceeds), $3 million (15% of total Sale Proceeds) and $2 million (10% of total Sale Proceeds), and (after exhaustion of Non-Sale Assets) total unpaid Liquidation Costs, except for unpaid S.I. Per Policy Costs, equals $4.5 million, then (i) $3.375 million of such Liquidation Costs shall be allocated to Tranche A (75% x $4.5 million = $3.375 million), (ii) $675,000 of such Liquidation Costs shall be allocated to Tranche A-1 (15% x $4.5 million = $675,000) and (iii) $450,000 of such Liquidation Costs shall be allocated to Tranche B (10% x $4.5 million = $450,000);

e. The Liquidation Costs, except for S.I. Per Policy Costs and Stalking Horse Break Fees, shall then be allocated among the Policies in each tranche proportionately based upon the value allocated to a Policy as determined by the Allocation Process relative to the total Sale Proceeds allocated to such tranche, and thereafter S.I. Per Policy Costs shall be added on a Policy by Policy basis. For purposes of illustration only, if Policy No. 001 in Tranche A has a value of $150,000 pursuant to the Allocation Process and represents 1% of the total value of all Policies in Tranche A (i.e., $15 million), total Liquidation Costs, except for S.I. Per Policy Costs, allocable to the Policies in Tranche A are $3.75 million, and the S.I. Per Policy Cost for Seller's Securities Intermediary with respect to Policy No. 001 is $250, then a total of $37,750 of Liquidation Costs (1% x $3.75 million = $37,500 + $250 = $37,750), shall be charged against Policy No. 001. The intention of the parties is that all S.I. Per Policy Costs that are not paid out of Non-Sale Assets, whether the Policy is in Tranche A-1, Tranche A or Tranche B shall be a Liquidation Cost charged to the specific Policy that generated such fee. However, no Policy shall be allocated a negative value as a result of the foregoing allocation process. To the extent a Policy would be allocated a negative value as a result of the foregoing allocation process, such Policy shall be allocated a value of $0, and the remaining Liquidation Costs that would otherwise be allocated to such Policy shall be reallocated to the other Policies in the same tranche on a *pro rata* basis based on the values allocated to such Policies.

f. Liquidation Costs allocated to a Policy shall then be allocated to the Acheron Interest in such Policy based upon the percentage of the Investment Interest relative to the face value of such Policy (the "Interest Liquidation Cost"). For purposes of illustration only, if (a) an Investment Interest in Policy No. 001 is 60% of its face value and (b) the total Liquidation Costs allocated to the Policy No. 001 are $37,750, then the Interest Liquidation Cost for Policy No. 001 is $22,650 (60% x $37,500 = $22,650).

g. The Interest Liquidation Cost allocable to each Policy shall then be deducted from the Interest Value allocated to such Policy to determine the net Interest Value for such Policy (the "Net Interest Value"). For purposes of illustration only, if (a) the Interest Value allocated to Policy No. 001 is $90,000 (60% of $150,000) and the Interest Liquidation Cost allocated to the Acheron Interest in Policy No. 001 is $22,650, then the Net Interest Value for Policy No. 001 is $67,350 ($90,000 - $22,650 = $67,350).

5. Distribution of Net Interest Value.

The Trustee shall use reasonable efforts consistent with his fiduciary duties to complete the liquidation of the Trust and distribute all net proceeds from the Sale Proceeds, as expeditiously as reasonably possible. Distributions of the Net Interest Value to the Acheron Parties shall be made at the same time as the distributions to Keep Policy Investors of the Net Interest Value allocable to their interests.

The Trustee may make one or more interim distributions of the Net Interest Value to the holders of Investment Interests. Distributions will be made to the name of and at the address indicated in the records maintained by the Trust's servicer, Litai, based on the information provided to the Trust by Litai. Distributions, whether interim or final, shall be made to the Keep Policy Investors at substantially the same time that distributions are made to the Acheron Parties.

Under applicable IRS regulations, disbursements to foreign investors may require submission of certain tax forms and may be subject to required withholding. The Trustee will obtain quotations from third party service providers and use reasonable discretion in retention of a service provider for this purpose.

The Trustee, upon making the initial distribution of the net sale proceeds, will return any unused premium paid by Keep Policy Investors (or the Acheron Parties), and which is held by the Trustee or the Trustee's servicer, Litai, based on an accounting of such premium payments to be provided by Litai, which has agreed to provide the final calculations of premiums not remitted to carriers for the final calculation of unused premiums by policy and by investor.

To the extent any distribution checks remain uncashed by a Keep Policy Investor for a period of 90 days after issuance, or to the extent a Keep Policy Investor fails to complete tax or other documentation required by the Trustee before making a distribution to such Keep Policy Investor within 90 days after the Trust's initial distribution of Net Interest Value, and after reasonable efforts to communicate with the Keep Policy Investor, obtain alternate contact information, or obtain required documentation, as applicable, have been exhausted ("Unclaimed Distributions"), the Trustee may treat such Unclaimed Distributions as Trust Assets to be used to pay Trust expenses prior to the application of such expenses as Liquidation Costs in any final distribution.

NOTICE TO KEEP POLICY INVESTORS REGARDING SALE OF POLICIES AND ALLOCATION & DISTRIBUTION PROCESS DECEMBER 2022

The Trustee provides this notice as an update and supplement to the prior notices provided to you in April 2021, October 2021, January 2022, July 2022 and August 2022.

The auction, which had originally been scheduled for September 15, 2022 was rescheduled to December 8, 2022. During the period leading up to the rescheduled auction, the Trustee was engaged in discussions with Acheron Capital, Ltd. and related entities ("Acheron") regarding Acheron's purchase of the portfolio. The Trustee and Acheron ultimately reached an agreement – subject to Court approval – for Acheron to purchase the portfolio for an amount well in excess of the stalking horse bid amount for Tranches A and A-1 as well as for the purchase of Tranche B.

On December 27, 2022, the Trustee filed the Trustee's Motion to approve (1) Sale of Policies to Acheron Portfolio Trust; (2) Proposed Allocation and Distribution Procedures; and (3) Settlement with Acheron Capital, Ltd (the "Approval Motion"). A copy of the full motion is available for your review on the Wind Down page of the Mutual Benefits Keep Policy Trust website www.mbckeeptrust.com under Court Filings.

The Approval Motion seeks to approve the sale of the remaining Keep Policies to Acheron for a total purchase price of $24 million, subject to the terms and conditions of the Asset Purchase Agreements, and the related Settlement Agreement between the Trustee and Acheron. It provides for a prompt closing of the sale upon the Court's entry of a Sale Approval Order, the waiver of any objections to or appeal of the Sale Approval Order by Acheron, and agreement to certain procedures for allocation of the sale proceeds and deduction of liquidation costs. The Trustee, after extensive efforts to market the Keep Policies for sale, believes in his business judgment that the sale represents the highest and best offer he has or will receive for the Keep Policies, particularly in consideration of the further delay, expense and risk of further objections and appeals.

The Approval Motion also seeks to approve the process for allocating the sale proceeds to each Keep Policy Investor's interest in a Keep Policy. The initial allocation of the Purchase Price among Tranche A, A-1 and B will be in accordance with the Asset Purchase Agreements for each Tranche. The Trustee will then engage an independent, nationally recognized actuary to perform an actuarial allocation of the Purchase Price among each of the Policies in each Tranche based on the data and information available with respect to the Policies. In the event of any disputes with Acheron over the allocation based on Acheron's independent actuary's evaluation, the Trustee and Acheron have agreed that an "Umpire" selected from among other nationally recognized actuaries will make a final, binding decision as to the allocation of the sale price. The Liquidation Costs associated with the Trust's liquidation will be applied to each Policy on a *pro* rata basis based on the allocated value of the Policy, and each investor will receive a *pro rata* distribution of their Net Interest Value, after Liquidation Costs, based on their percentage interest in a Policy. Distribution of Net Interest Value will be made to Acheron in the same manner, and on the same terms, as to the Keep Policy Investors.

The Allocation and Distribution Process provides for a neutral, independent party to assess and determine the value of each policy, and for the Liquidation Costs to be fairly assessed to each Policy (and

each Keep Policy Investor's interest in such Policy) in proportion to the assessed value of the Policy. It is possible that some Keep Policy Investors' interests in Policies may have minimal, or no, Net Interest Value based on the actuarial allocation and the application of Liquidation Costs. The amount to be distributed to any particular Keep Policy Investor will not be finally determined until the actuarial allocation process, and application of Liquidation Costs, is completed. Keep Policy Investors, particularly foreign investors, may be required to provide tax or other forms in order to receive distributions, and may be subject to required tax withholding.

Under the terms of the purchase agreements with APT, APT will be responsible for reimbursing the Trust for premiums paid to carriers from the Settlement Date to the Closing date. All premium funds previously paid by investors to the Trust which were not subsequently paid to insurance carriers will be reimbursed to investors when the Trust makes distributions of the Net Interest Value.

The Court has scheduled a hearing for **January 26, 2023 at 10:00 a.m**. regarding the Approval Motion.

If you have questions, comments or potential objections to the Approval Motion, or any other questions about this Notice or the anticipated wind down and sale process, or if you wish to receive copies of any Court filings relating to the details for the sale process and distribution process when they are filed, please contact:

Email: investorinquiry@mbckeeptrust.com

Mailing Address:
Mutual Benefits Keep Policy Trust
c/o Kozyak Tropin & Throckmorton LLP, Attn: Yamile Castro
2525 Ponce de Leon Blvd. 9th Floor
Coral Gables FL 33141

You may also call **305-728-2985**. Calls will be received and answered between 9am-5pm Eastern Standard Time Monday through Friday.

To the extent you have objections that have not been satisfactorily addressed by the Trustee, **any objections to the Approval Motion must be filed with the Court by January 17, 2023**. You are, however, encouraged to first seek to address and resolve any objections with the Trustee prior to submitting an objection to the Court. If you have been unable to resolve your objection after discussing it with the Trustee Contact, objections may then be filed with the Court at:

U.S. District Court Clerk of Court
299 E. Broward Boulevard, Suite 108
Fort Lauderdale, FL 33301

Any such objections should reference the **Case Number 04-60573** in their correspondence.