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**ASSET PURCHASE AGREEMENT**

by and between

**ROBERTO MARTINEZ,**  
as the Receiver for  
Mutual Benefits Corp.,  
Viatical Services, Inc. and  
Viatical Benefactors, LLC

and

**VSI ACQUISITION SERVICES, LLC**

DATED AS OF MARCH 31, 2009

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT dated as of March 31, 2009 is entered into by and between Roberto Martinez, as the receiver (in such capacity, (hereinafter referred to as the "Receiver" or the "Seller") 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"), and VSI Acquisition Services, LLC, a Delaware limited liability company ("Buyer").

### RECITALS

WHEREAS, Seller is the receiver for the Receivership Entities under Case No.: 04-60573 CIV-MORENO (the "Receivership Proceeding") in the United States District Court for the Southern District of Florida (the "Court");

WHEREAS, Seller was appointed receiver for the Receivership Entities pursuant to the Order Appointing Receiver entered by the Court on May 4, 2004 (the "Receivership Order");

WHEREAS, pursuant to the Receivership Order, Seller was authorized to take possession of all of the assets of the Receivership Entities, including the Purchased 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;

WHEREAS, Seller desires to, on behalf of each Receivership Entity, sell and assign to Buyer, and Buyer desires to purchase from each Receivership Entity and accept assignment from each Receivership Entity of, all of each such Receivership Entity's right, title and interest in, to and under the assets and business of VSI identified herein and other assets and properties related thereto, subject to the Purchase and Servicing Agreements and Bidding Procedures Order (as defined below) and subject to the other terms and conditions set forth herein;

WHEREAS, simultaneously with the closing of the sale of assets to Buyer hereunder, the Receiver intends to assign and transfer to the trustee of the Trust the Trust Assets (as defined below); and

WHEREAS, in connection with the foregoing transactions, Buyer desires to enter into a servicing agreement with the Trustee, with respect to the services currently being performed by the Seller on behalf of the Receivership Entities;

WHEREAS, in connection with the foregoing transactions, the Receiver has requested that Buyer perform certain transitional services for and on behalf of the Receivership Entities pursuant to a transitional services agreement with the Trustee;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I  
DEFINITIONS; CERTAIN RULES OF CONSTRUCTION

Section 1.1 Defined Terms As used herein, the terms below have the following respective meanings:

"Action" means any claim, action, suit, proceeding, arbitral action, governmental inquiry, criminal prosecution or other investigation, whether or not filed or commenced in any court or tribunal.

"Affiliate" of a Person means any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

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

"Assumed Liabilities" has the meaning given to such term in Section 2.3 of this Agreement.

"Bid" has the meaning given to such term in the Bidding Procedures.

"Bid Deadline" has the meaning given to such term in the Bidding Procedures.

"Bid Transaction Documents" means this Agreement, together with a form of Trust Agreement, the Servicing Agreement, and the Transitional Servicing Agreement attached as exhibits.

"Bidding Procedures" means the procedures authorized by the Court to solicit higher and better offers for the Purchased Assets, which such procedures shall be, unless otherwise agreed to in writing by Buyer, in the form of Exhibit 6.1 hereto.

"Bill of Sale and Assignment and Assumption Agreement" has the meaning given to such term in Section 3.2(a)(ii) of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in the State of Florida are not required to open.

"Buyer" has the meaning given to such term in the preamble to this Agreement.

"Closing" has the meaning given to such term in Section 3.1 of this Agreement.

"Closing Date" means the date on which the Closing occurs.

"Confidential Information" has the meaning given to such term in Section 9.1 of this Agreement.

"Confidentiality Agreement" means the Confidentiality Agreement dated October 1, 2008 between Seller and Buyer.

"Court" has the meaning given to such term in the recitals to this Agreement.

"Court Orders" means collectively (i) the Purchase and Servicing Agreements and Bidding Procedures Order, and (ii) the Sale of Assets, Servicing and Transfer Order.

"Deposit" has the meaning given to such term in Section 3.1(b) of this Agreement.

"Earnest Money Deposit" means the \$50,000 delivered to the Receiver on October 17, 2008 by VSI Acquisition Services, LLC as the successful stalking horse bidder pursuant to its stalking horse bid dated October 14, 2008.

"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 party arising from any prior Order entered in the Receivership Proceeding.

"Governmental Authority" means any local, state, federal or foreign government or any agency, bureau, board, commission, court, department, political subdivision, tribunal or other instrumentality of any local, state, federal or foreign government.

"Keep Policies" means those life insurance policies which were designated to be retained by investors pursuant to the procedures set forth in the *Order on Disposition of Policies and Proceeds* entered September 14, 2005 and *Order Clarifying Disposition order and Approving Form of Notice* entered by the Court on November 22, 2005 and which, as of the Closing Date, have not been sold or lapsed.

"Keep Policy Investors" means persons who have invested in an entire interest or a fractional interest in a Keep Policy owned of record by the Receivership Entities.

"Law" means any law, statute, rule, regulation, ordinance, treaty or other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

"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, of a Person.

"Material Adverse Effect" means any effect that individually, or in the aggregate with any other effect, is materially adverse to (i) the Purchased Assets (including the ownership enforceability, value or administration thereof) or (ii) Seller's ability to perform and comply with its obligations under this Agreement or any other Transaction Document to which it is or will be a party, or to consummate the transactions contemplated hereby and thereby, including, without limitation, to sell and assign all of the Purchased Assets to Buyer promptly after the date of this Agreement.

"MBC" has the meaning given to such term in the preamble to this Agreement.

"Order" means any judgment, order, injunction, writ, ruling, decree (including any consent decree), stipulation, award or similar order of any Governmental Authority or private arbitration tribunal (in each case whether preliminary or final).

"Overbid" has the meaning given to such term in the Bidding Procedures.

"Overbidder" means VSI Acquisition Services, LLC and any other Person who meets the requirements of an Overbidder under the Bidding Procedures.

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

"Policy Files" has the meaning given to such term in Section 3.2(b) of this Agreement.

"Policy Notice" has the meaning given to such term in Section 6.4 of this Agreement.

"Potential Bidder" has the meaning given to such term in the Bidding Procedures.

"Potential Stalking Horse Bidder" has the meaning given to such term in the July 29, 2008 letter from Seller's attorney titled "Mutual Benefits Corp. Invitation to Bid on Viatical Servicing Business".

"Power of Attorney" has the meaning given to such term in Section 3.2(a)(ii) of this Agreement.

"Proceeding" means any claim, action, arbitration, audit, hearing, investigation, litigation, complaint, counterclaim, joinder, suit, order, notice of violation or other proceeding (whether civil, criminal, administrative, investigative or informal and whether in law or in equity) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Purchase and Servicing Agreements and Bidding Procedures Motion" has the meaning given to such term in Section 6.1 of this Agreement.

"Purchase and Servicing Agreements and Bidding Procedures Order" means one or more orders of the Court, in form and substance reasonably satisfactory to Buyer, approving the Purchase and Servicing Agreements and Bidding Procedures Motion.

"Purchase Price" has the meaning given to such term in Section 2.4 of this Agreement.

"Purchased Assets" has the meaning given to such term in Section 2.1 of this Agreement.

"Receivership Entities" has the meaning given to such term in the preamble to this Agreement.

"Receivership Order" has the meaning given to such term in the recitals to this Agreement.

"Receivership Proceeding" has the meaning given to such term in the recitals to this Agreement.

"Sale of Assets, Servicing and Transfer Hearing" has the meaning given to such term in the Bidding Procedures..

"Sale of Assets, Servicing and Transfer Motion" has the meaning given to such term in Exhibit 7.1(i).

"Sale of Assets, Servicing and Transfer Order" means one or more orders of the Court, in form and substance reasonably satisfactory to Buyer, (i) approving and authorizing Seller to, on behalf of the Receivership Entities, sell and assign the Purchased Assets to Buyer in accordance with the terms of the this Agreement, (ii) approving and authorizing Seller to, on behalf of the Receivership Entities, the Keep Policy Investors and the Third Party Beneficiaries, assign the Trust Assets to the Trust in accordance with the terms of this Agreement, (iii) approving and authorizing the Servicing Agreement between Buyer and the Trust, and (iv) containing the findings of fact and conclusions of law set forth on Exhibit 7.1(i) hereto.

"Seller" has the meaning given to such term in the preamble to this Agreement.

"Servicing Agreement" means the Servicing Agreement dated as of the Closing Date by and between the Trust and the Buyer, in the form of Exhibit A attached hereto and made a part hereof.

"Stalking Horse Bidder" means VSI Acquisition Services, LLC, a Delaware limited

liability company.

"Purchase Price" has the meaning given to such term in Section 2.4 of this Agreement.

"Successful Bidder" has the meaning given to such term in the Bidding Procedures.

"Taxes" means (i) 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 whatever, 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 and (ii) any obligations under any agreement or other arrangement with respect to any item described in clause (i) above.

"Tax Return" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

"Termination Fee" has the meaning given to such term in Section 8.3(a) of this Agreement.

"Third Party Beneficiary" means any Person other than Seller, or a Receivership Entity, or Trustee, or a Keep Policy Investor, who has a beneficial whole or fractional interest in a Keep Policy.

"Transaction Documents" means collectively, this Agreement, the Bill of Sale and Assignment and Assumption Agreement, the Trust Agreement, the Servicing Agreement, the Transitional Services Agreement, the Power of Attorney and any other document executed by Seller or Buyer at the Closing in connection with any of the foregoing.

"Transitional Services Agreement" means the Transitional Services Agreement dated as of the Closing Date by and between the Seller and the Buyer in the form of Exhibit B attached hereto and made a part hereof.

"Trust" or "Trust Agreement" means the Mutual Benefits Keep Policy Trust Agreement to be dated on or about the Closing Date by and between the Seller, as Settlor and the Trustee in the form of Exhibit C attached hereto and made a part hereof.

"Trust Assets" means the Keep Policies, the Policy Files and the Trust Cash.

"Trust Assignment and Assumption Agreement" means the Trust Assignment and Assumption Agreement dated as of the Closing Date by and between the Receiver and the Trustee.

"Trust Cash" has the meaning given to such term in Section 3.2(b)(iii) of this Agreement.

"Trustee" means the trustee of the Trust under the Trust Agreement.

"VBLLC" has the meaning given to such term in the preamble to this Agreement.

"VSI" has the meaning given to such term in the preamble to this Agreement.

"VSI's Offices" means 3000 Gateway Drive, Pompano Beach, FL 33069.

Section 1.2 Certain Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided for herein or unless the context of this Agreement otherwise requires:

(a) whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation";

(b) the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, schedule and exhibit references refer to this Agreement unless otherwise specified;

(c) the meanings given to terms defined herein are equally applicable to both singular and plural forms of such terms;

(d) words herein of any gender are deemed to include each other gender;

(e) unless the context otherwise requires, a reference herein to any party to this Agreement or any other agreement or document includes such party's permitted successors and permitted assigns;

(f) a reference herein to any agreement or other document is to such agreement or other document (together with any schedules, exhibits and other attachments thereto) as it may have been or may hereafter be amended, modified, supplemented, waived and/or restated from time to time in accordance with its terms and the terms hereof (if applicable thereto);

(g) a reference herein to any legislation or to any provision of any legislation includes any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and rules issued thereunder or pursuant thereto; and

(h) all references herein to "\$", "funds" and "dollars" refer to United States currency.

