UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 04-60573 CIV-MORENO

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

٧.

MUTUAL BENEFITS CORP., et al.,

Defendants,

VIATICAL BENEFACTORS, LLC, et al.,

Relief Defendants.

RECEIVER'S MOTION TO APPROVE SALES OF POLICIES AND INCORPORATED MEMORANDUM OF LAW ("BID 2", PORTFOLIOS #1, 2, AND 4)

Roberto Martínez, court-appointed receiver ("Receiver") of Mutual Benefits Corp. ("MBC"), Viatical Benefactors, LLC ("VBLLC"), Viatical Services, Inc. ("VSI"), and Anthony Livoti, Jr. and Anthony Livoti, Jr., P.A., solely in their capacity as trustee (collectively the "Receivership Entities"), moves for this court to approve the proposed sale of certain insurance policies and all related rights, including beneficial interests (the "Policies"), free and clear of all liens, claims, interests and encumbrances, to the highest bidder at auction with respect to those Policies, Silver Point Capital Fund, L.P. ("Silver Point" or "Buyer") for a total of \$11,000,000 (subject to adjustment pursuant to the terms of the Purchase Agreements (as defined below)), or to the appropriate "Back-Up Bidder" in the event that Silver Point fails to close as provided in a Purchase Agreement. In support, the Receiver states:

BACKGROUND

On May 3, 2004 the Securities and Exchange Commission ("SEC") filed an action seeking entry of a temporary restraining order, preliminary injunction, permanent injunction and other relief with respect to the Receivership Entities (DE#1). On May 4, 2004, the Court entered a Temporary Restraining Order and Other Emergency Relief (DE#25), and entered an Order Appointing Receiver (DE#26). On February 14, 2005 this Court entered its Order Granting Motion for Preliminary Injunction (DE#711), sustaining the Report and Recommendation of Judge Garber dated November 10, 2004 (DE#522), as supplemented on November 16, 2004 (DE#529).

THE RECEIVERSHIP ORDER

The Order Appointing Receiver (DE#26) authorizes and directs the Receiver to "take immediate possession of all MBC, VBLLC and VSI property, assets and estate, and all other property of MBC, VBLLC and VSI of every kind whatsoever and wheresoever located belonging to or in the possession of MBC, VBLLC and VSI," and further authorizes and directs the Receiver to "administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this Court." The Order provides that "[t]itle to all property, real or personal, all contracts, rights of action and all books and records of MBC, VBLLC and VSI and their principals, wherever located within or without this state, is vested by operation of law in the Receiver." It further authorizes the Receiver to "make, or authorize the making of, such agreements as may be reasonable, necessary and advisable in discharging the Receiver's duties. ..."

THE DISPOSITION ORDER

On September 14, 2005, this Court entered its Order on Disposition of Policies and Proceeds (DE#1339)(the "Disposition Order"). On November 22, 2005, the Court entered its Order Clarifying Disposition Order and Approving Form of Notice (DE#1474) (the "Clarification Order"). These Orders collectively directed that investors be provided an opportunity to vote on whether to keep, sell or surrender the policy(s) in which they had an interest, and authorized the manner by which the Receiver was to solicit investors' elections. The decision as to how to dispose of each policy was to be determined by the vote of the majority of the interests in a policy that properly submitted votes with respect to the policy.

In accordance with these Orders, voting on each of the policies was conducted, the result of which is that approximately 3,138 policies with a face value of approximately \$383,850,782 were designated to be sold (the "Salable Policies").

PRIOR SALE OF INITIAL AUCTION PORTFOLIO

Prior to the filing of this Motion, the Receiver had selected a group of Salable Policies consisting of Policies that had net cash value of five percent (5%) or higher (the "Initial Auction Portfolio"). The Initial Auction Portfolio (which has also been referred to as "Bid 1") originally consisted of approximately 1,405 policies with an aggregate face value of approximately \$119,355,247 and an approximate net cash surrender value of \$12,728,867.

The Receiver solicited proposals to serve as the "stalking horse" bidder by sending a letter describing the Initial Auction Portfolio and the Receiver's anticipated process for selecting a stalking horse bidder to all parties who had expressed an interest in purchasing policies from the Receiver or were otherwise known to the Receiver as potentially being interested in such a purchase. On October 10, 2006, the request for proposals was sent to more than forty potential bidders. After the

completion of the solicitation, qualification of bidders, and due diligence process, the highest and best initial offer the Receiver received for the Initial Auction Portfolio was for \$13,350,000 from SPCP Group, LLC, an affiliate of Silver Point.

On January 26, 2007 the Receiver filed a Motion to Approve Stalking Horse Purchase Agreement and Bidding Procedures, and an order approving same was entered on February 9, 2007. In accordance with the bidding procedures described in the motion, the Receiver conducted further marketing of the proposed sale, including advertisements in national and local newspapers and trade publications, and proceeded to conduct an auction for the sale of the Initial Auction Portfolio. Although three other parties qualified as potential overbidders, no higher bid was submitted by any other party. Nonetheless, the Receiver negotiated an amendment to the purchase agreement which provided for an increase in the stated purchase price to \$13,600,000. On April 16, 2007 the Court conducted a hearing to approve the proposed sale, and on May 1, 2007 entered an Order Approving Sale of Policies to SPCP Group, LLC (Silver Point's affiliate). The sale of the Initial Auction Portfolio has now been closed.

AUCTION OF ADDITIONAL PORTFOLIOS

On May 21, 2007 the Receiver initiated the sale process for certain of the remaining Salable Policies (a group sometimes referred to as "Bid 2") by sending out a letter soliciting bids for four additional portfolios of Salable Policies (each, a "Portfolio"), together with a description of the bidding procedures ("Bidding Procedures") to be followed by the Receiver with respect to those Salable Policies (a copy, including the Bidding Procedures, is attached as Exhibit "A"). The letter was sent to approximately fifty parties who had expressed an interest in purchasing policies from the Receivership or who were otherwise known to the Receiver to be potentially interested in such purchases. The Mutual Benefits case and potential availability of policies for purchase is well-

known to interested parties who are potentially in the market for purchase of viaticated policies, including through the advertisement of the prior auction, and the Receiver believes that further marketing was unnecessary in the circumstances.

The four Portfolios in the aggregate consisted of 1,949 Policies issued by various insurance companies or, in the case of group policies, employers, with a total face value of \$241,218,185. The Portfolios include policies that insure the lives of both HIV viators and non-HIV viators, or life settlements. Below is a breakdown of the Policies in the four Portfolios which were offered for bids.

Portfolio # 1

Portfolio #1 is comprised of 538 policies; 523 of which insure the lives of individuals with HTV and 15 of which insure the lives of individuals that are non-HTV or life settlements. The approximate aggregate face amount of these policies is \$55,785,472. Portfolio #1 is comprised of plans of insurance that are Universal Life, Whole Life and Group Universal Life with face amounts ranging from \$2,725 to \$2,000,000. The approximate net cash surrender value of Portfolio #1 is \$560,602.

Portfolio # 2

Portfolio #2 is comprised of 660 policies; 624 of which insure the lives of individuals with HIV and 36 of which insure the lives of individuals that are non-HIV or life settlements. The approximate aggregate face amount of these policies is \$ 57,187,090. Portfolio #2 is comprised of plans of insurance that are Universal Life and Whole Life with face amounts ranging from \$1,000 to \$3,000,000. The approximate net cash surrender value of Portfolio #2 is \$3,010,226.

Portfolio # 3

Portfolio #3 is comprised of six (6) policies insuring the lives of individuals that are non-HIV or life settlements. The aggregate face amount of these policies is \$64,547,500.00. Of these six policies in Portfolio #3, five (5) are Universal Life and one (1) is Term (this term policy is within its conversion period) with face amounts ranging from \$500,000 to \$50,000,000. The approximate net cash surrender value of Portfolio #3 is \$577,481.

Portfolio #4

Portfolio #4 is comprised of 749 policies; 726 of which insure the lives of individuals with HIV and 23 of which insure the lives of individuals that are non-HIV or life settlements. The approximate aggregate face amount of these policies is \$63,698,123. Portfolio #4 is comprised of plans of insurance that are Term, Employer Group (including Federal Employees Group Life Insurance "FEGLI") and Association Group Term with face amounts ranging from \$2,000 to \$1,000,000.

In order to maximize the value to be realized for the Policies, the Bidding Procedures

provided an opportunity for qualified bidders to submit an initial qualifying bid for each or any of the Portfolios, and if multiple qualifying bids were received for any of the Portfolios, for an auction to be conducted in order to determine the highest and best bid for such Portfolio. To be considered as a potential bidder, a party was required to provide: (1) an affidavit of non-affiliation with the Receivership Entities; (2) a confidentiality agreement with respect to information on the policies to be disclosed during due diligence; and (3) proof of financial capability to close the transaction to the Receiver's satisfaction. Parties who satisfied these requirements were provided with due diligence information in computerized form, and an opportunity to conduct on-site file review. Seven entities satisfied the initial qualifications to be considered as potential bidders.

The Bidding Procedures required that all initial bids for any of the Portfolios be submitted by June 18, 2007, and that such bids be accompanied by a deposit in the amount of \$100,000. In addition, each bid was required to be in the form of an asset purchase agreement prepared by the Receiver. If more than one qualified bid was submitted for a particular Portfolio, then the Bidding Procedures provided for the Receiver to conduct an auction on June 22, 2007.

The Bidding Procedures further provided that upon the conclusion of the auction, the Receiver could (a) determine, in his business judgment, which bid, if any, was the highest bid; and (b) reject, at any time before the entry of a Sale Order (as defined below), any bid that (i) was inadequate or insufficient; (ii) was not in conformity with the Bidding Procedures, any order of the Court, or the terms and conditions of the Receiver's asset purchase agreement; or (iii) was contrary to the best interests of the Receiver. If the Receiver advised a bidder that its bid was selected as the "Highest Bid" or "Backup Bid", then such bidder was required to make a deposit equal to 10% of the proposed purchase price within one business day thereafter.

¹ Information on the identity of viators was still redacted from the materials provided to potential bidders. 3298/101/278807-2

On or before June 18, 2007, the Receiver received qualified bids from a total of five different bidders, as follows:

- Portfolio #1: three bids, with a high bid of \$1,200,000;
- Portfolio #2: three bids, with a high bid of \$3,600,000;
- Portfolio #3: five bids, with a high bid of \$1,500,000; and
- Portfolio #4: two bids, with a high bid of \$750,000.

In accordance with the Bidding Procedures, the Receiver proceeded to conduct an auction of each of the Portfolios on June 22, 2007. At the auction, each qualified bidder was given an opportunity to increase its bid with respect to each Portfolio for which it had submitted a qualified bid, with bidding proceeding until each qualified bidder indicating that it would increase its bid no higher. Upon the conclusion of the auction, the highest and next-highest bids as to each Portfolio (with respect to each Portfolio, the "Highest Bid" and the Backup Bid", respectively) submitted in conformity with the Bidding Procedures were as follows:

Portfolio #1:

\$3,750,000 by Silver Point (on behalf of Silver Point and Acheron Highest Bid:

Capital Ltd.)

Backup Bid: \$3,500,000 by Fidelity Investment Corp.

Portfolio #2:

\$5,750,000 by Silver Point (on behalf of Silver Point and Acheron Highest Bid:

Capital Ltd.)

Backup Bid: \$5,500,000 by Castle Bay Investments P.L.C.

Portfolio #3:

\$4,600,000 by Credit Suisse Securities (Europe) Limited Highest Bid:

\$4,500,000 by Gross Foundation Inc. Backup Bid:

Portfolio #4:

\$1,500,000 Silver Point (on behalf of Silver Point and Acheron Highest Bid:

Capital Ltd.)

Backup Bid: \$1,400,000 by Fidelity Investment Corp.

At the conclusion of the bidding on each of the Portfolios in accordance with the Bidding Procedures, "non-conforming" bids (bids which were not submitted in conformity with the Bidding Procedures) were submitted by various parties. These included a bid by Fidelity Investment Corp. ("Fidelity") as a combined bid of \$16,002,000 on all four Portfolios, and a joint bid from Silver Point and Credit Suisse Securities (Europe) Limited ("Credit Suisse") on all four Portfolios for \$16,100,000. All parties were advised that such bids were not submitted in conformity with the announced Bidding Procedures. After bidding was concluded, each party that submitted the Highest Bid and the Backup Bid for each Portfolio was required to make a deposit which, together with the initial deposit, was equal to 10% of its bid. Each of the bidders who submitted either the Highest Bid or Backup Bid for each of the Portfolios complied with this requirement.

After considering the foregoing bids, the Receiver, in the exercise of his business judgment, has determined that the Highest Bids on Portfolios #1, 2, and 4 are in the best interests of the Receivership and that the purchase and sale of such Portfolios to Silver Point as the party having submitted such Highest Bids, in accordance with the terms of the respective Purchase Agreement should be approved. The Receiver has determined that the Highest Bid on Portfolio #3 does not represent sufficient value for that Portfolio (and also that none of the "non-conforming" combined bids on all four Portfolios represent sufficient value for all four Portfolios in the aggregate) and accordingly has elected, in his business judgment, not to seek approval of a sale of Portfolio #3 at this time or of any of the "non-conforming" combined bids. The deposits of all bidders other than the Highest Bid and Backup Bid for Portfolios #1, 2 and 4 have been returned. The Receiver is currently evaluating alternatives for the sale of Portfolio #3 to generate higher value.

THE PURCHASE AGREEMENTS

A copy of the form of Purchase Agreement (without voluminous attachments) for the proposed sale of each of Portfolios #1, 2 and 4 is attached to this Motion as Exhibit "B" (each, a "Purchase Agreement"). Without intending to paraphrase the entirety of any Purchase Agreement and subject in all respects to the terms and conditions set forth in each Purchase Agreement, some of the key material terms are as follows:

- The Buyer is acquiring all right, title and interest in and to the title together with the beneficial interests in the Policies comprising Portfolios #1, 2 and 4 (the "Salable Bid 2 Policies")³, together with all files, books and records associated therewith (but excluding any records relating to any investors in the Salable Bid 2 Policies), all death benefits and other amounts payable in respect of the Salable Bid 2 Policies after the closing date, and all rights of recourse or recovery relating to the Salable Bid 2 Policies (the "Acquired Assets," as defined with more specificity in the Purchase Agreements);
- Any Salable Bid 2 Policy which matures prior to the closing date is excluded from the sale, with a prorated adjustment to the purchase price;
- At closing, the Buyer assumes all obligations to pay premiums with respect to the Salable Bid 2 Policies arising from and after the closing date;
- At closing, the purchase price shall be adjusted to include an additional amount equal
 to all prepaid premiums, expenses and charges with respect to the Salable Bid 2
 Policies paid by the Receiver for coverage periods after the closing date;
- The Salable Bid 2 Policies are to be sold "as is, where is," without any recourse against the Receiver or the Receivership Entities, and without any representations or warranties except as expressly set forth in the Purchase Agreements; and
- The closing shall occur on or before the third business day after the Court has entered the Sale Order.

SALE ORDER TERMS

The terms of the Purchase Agreements contemplate the entry of a sale order (the "Sale Order") which approves and authorizes the Receiver to sell and assign the Acquired Assets to Buyer

² A separate Purchase Agreement will be entered into by the Buyer and the Receiver with respect to each of Portfolios #1, 2 and 4.

in accordance with the Purchase Agreements, and which includes, without limitation, the following findings of fact and conclusions of law:

- Based on the record presented to the Court and all pleadings in the Receivership Proceeding and arguments by counsel and evidence presented, the Buyer has acted in good faith and is a good faith purchaser of the Acquired Assets;
- The Receiver has the sole and absolute authority, on behalf of the Receivership Entities, to convey all claims, options, privileges, right, title and interest in, to and under the Acquired Assets;
- The sale of the Acquired Assets in accordance with the terms of the Purchase Agreements is approved and Buyer and the Receiver are directed to consummate all of the transactions contemplated thereby;
- At the closing, Buyer will be vested with all claims, options, privileges, right, title and interest in, to and under the Acquired Assets, free and clear of all Encumbrances (as defined in the Purchase Agreements);
- Buyer and any subsequent owner of a Salable Bid 2 Policy shall have the right to obtain updated medical information from time to time regarding each insured/viator under each Salable Bid 2 Policy including (a) pursuant to 45 C.F.R. § 164.512(e)(1)(i), all health care providers who are served with a copy of the Sale Order and a written request by Buyer or any subsequent owner of a Salable Bid 2 Policy shall be authorized and compelled to immediately release copies to Buyer or any subsequent owner of such Salable Bid 2 Policy, as the case may be, of all records relative to the care, treatment and health of any insured/viator under such Salable Bid 2 Policy so requested by Buyer or such subsequent owner thereof, as the case may be, for the purpose of monitoring health and predicting life expectancy, and (b) each of the insureds/viators under a Salable Bid 2 Policy being required to provide Buyer and any subsequent owner of such Salable Bid 2 Policy with contact information for such insured/viator, Health Insurance Portability and Accountability Act of 1996 compliant medical authorizations, contact information for all physicians or other medical providers who have treated such insured/viator since December 31, 2000, and any and all medical information generated since December 31, 2000 pertaining to such insured's/viator's health and medical condition, and Buyer or any subsequent owner of a Salable Bid 2 Policy shall be entitled to seek enforcement of this provision as to any person, including by way of example, and not limitation, an application for a finding of contempt; and
- The sale of the Acquired Assets 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 Acquired Assets to Buyer in accordance with the Purchase Agreements.

³ Exhibit "C" to this Motion sets forth a list of the Salable Bid 2 Policies. 3298/101/278807-2

NOTICE

Document 1924-1

Simultaneously with the filing of this Motion, the Receiver has sent notice of the proposed sale described herein, including (a) that the Salable Bid 2 Policies are being sold to Buyer free and clear of all Encumbrances (including any beneficial interests), and (b) that following the closing, Buyer will have the right to effect a change in the named owners and beneficiaries of the Salable Bid 2 Policies (including any irrevocable beneficiaries) to all insurance companies with respect to the Salable Bid 2 Policies, and to all Mutual Benefits investors with respect to the Salable Bid 2 Policies. The form of notice is attached hereto as Exhibit "D."

LEGAL AUTHORITY

By virtue of this Court's Disposition Order, the Receiver has been authorized and directed to sell Policies which have been designated for sale in accordance with the election process directed by this Court. Accordingly, the sale contemplated by this Motion has already been authorized by the Court. It is clear that the Receiver of a company engaged in the viatical business may properly sell the interests in those Policies where in the best interests of the Receivership estate and investors. See, e.g., Davis v. LifeTime Capital, Inc., 2006 WL 1580211 (S.D. Ohio 2006) (describing approval of bidding and sale procedures for receiver's sale of viatical policies); Quilling v. Trade Partners. Inc., 2006 WL 1134227 (W.D. Mich. 2006) (same). The Bidding Procedures implemented by the Receiver with respect to the sale of the Bid 2 Policies were designed to maximize the value of the Receivership's assets, which is the appropriate goal of any such procedure. In re Integrated Resources, Inc., 147 B.R. 650 (S.D.N.Y. 1992).

The Receiver respectfully submits that the Bidding Procedures implemented for the Bid 2 Policies were reasonable and appropriate and served to foster participation in the sale process, that the Highest Bids on Portfolios #1, 2 and 4 submitted by Buyer are the highest and best offers that the

Receiver has received for the purchase of the Salable Bid 2 Policies, and that the sale of the Salable Bid 2 Policies in accordance with the terms of the Purchase Agreements is in the best interests of the Receivership estate and constitutes the best way to maximize the value of the Policies (including the Salable Bid 2 Policies), and accordingly requests that the sale of the Salable Bid 2 Policies to Silver Point (or to the Backup Bidder with respect to each Portfolio in the event Silver Point fails to timely close) be approved.

Document 1924-1

CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that the Court enter an Order in the form of the attached Exhibit "E": (1) approving the Bidding Procedures implemented by the Receiver with respect to the sale of the Salable Bid 2 Policies; (2) approving the form and method of notice of the proposed sale as described herein; (3) recognizing the bids of the "Highest Bidder" and "Backup Bidder" for Portfolios #1, 2 and 4, as described herein, as being the highest and best bids submitted with respect to such Portfolios; and (4) approving the sale of the Salable Bid 2 Policies to Silver Point and other Acquired Assets in accordance with the Purchase Agreements, or to the Backup Bidder with respect to each such Portfolio in the event Silver Point fails to timely close.

Respectfully submitted,

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By:

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing motion was served in accordance with the attached Receiver's Service List on August

SERVICE LIST OF RECEIVER

Case No.: 04-60573 CIV-Moreno

| | VIA ELECTRONIC MAIL | |
|---|--|--|
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| Edward Montoya, Esq. Montoya Law Firm, PA 2600 Douglas Road Penthouse 7 Coral Gables, FL 33134 Email: emontoya@finclaw.com Attorney for the Class | David P. Harmett, Esq. Hinshaw & Culbertson 9155 S. Dadeland Blvd., Suite 1600 Miami, FL 33156 E-mail: dhartnett@hinshawlaw.com Counsel for Connecticut General, et al. | Carla M. Barrow, Esq. Pardo, Gainsburg & Barrow, LLP One Biscayne Tower — Suite 2475 2 South Biscayne Blvd. Miami, FL 33131 Email: cbarrow@pgblaw.com Attorney for NAII | | |
| Jay S. Błumenkopf, Esq. Adomo & Yoss 700 S. Federal Highway, suite 200 Boca Raton, FL 33432 E-mail: jblumenkopf@adomo.com | Charles Wachter, Esq. Fowler white Boggs Banker 501 E. Kennedy Boulevard, Suite 1700 Tampa, FL 33602 E-mail: cwachter@fowlerwhite.com | Carla M. Barrow, P.A. 1395 Brickell Avenue 8th Floor Miami, FL 33129 E-Mail: carlabarrow@bellsouth.net | | |
| Counsel for Allmerica Financial Life, et al. | -Counsel-for John-Hancock Life Ins. | Counsel for Claimants Maria Antonieta Mejia, et al. | | |

Curtis B. Miner, Esq. Colson Hicks Eidson 255 Aragon Avenue, Second Floor Coral Gables, Florida 33134 Jeffrey Rubinstein, Esq. Rubinstein & Associates, PA 1428 Brickell Avenue Penthouse Miami, FL 33131 Jeffrey@RubinsteinAssociates.com Attorneys for Claimants



David L. Rosendorf, Esq. dir@kttlaw.com / 305,377.0651

May 21, 2007

MUTUAL BENEFITS CORP. SOLICITATION OF BIDS

Dear Potential Bidder:

Roberto Martínez ("Receiver"), as the Court-appointed receiver for Mutual Benefits Corp., Viatical Services, Inc. and Viatical Benefactors LLC ("Receivership Entities"), invites interested parties to submit offers to bid on the purchase of four The four portfolios collectively consist of portfolios of viatical insurance policies. approximately 1,949 policies with a face value of approximately \$241,218,185. Receiver seeks offers to purchase these four portfolios consistent with the Bidding Procedures attached to this letter. This letter and the attached Bidding Procedures set forth information on the process and requirements to qualify as a Potential Bidder and to participate in the Auction of these four portfolios.

Please note that to be considered as a qualified Potential Bidder, you must satisfy certain qualifying requirements and submit a qualifying Bid by June 18, 2007 as described in the attached Bidding Procedures. If multiple qualified Bids are submitted, an Auction will be conducted in accordance with the Bidding Procedures on June 22, 2007.

Background

On May 4, 2004, Mr. Martínez was appointed as Receiver for the Receivership Entities in connection with an action filed by the Securities and Exchange Commission against the Receivership Entities in the United States District Court for the Southern District of Florida (the "Court") styled SEC v. Mutual Benefits Corp., et al., Case No. 04-60573-CIV-MORENO. Pursuant to the Order Appointing Receiver ("Receivership Order"), the Receiver was given full and exclusive power, duty and authority to administer and manage the business affairs and assets of the Receivership Entities. You may find the Receivership Order and other related court documents on the Receiver's website at www.mboreceiver.com.

The Receivership Entities were in the business of entering into and soliciting investments in viatical or life settlement transactions. A viatical settlement is a transaction in which a terminally ill owner of a life insurance policy sells the policy for an amount greater than the cash surrender value of the policy, but lower than the face amount, to an investor, who then receives a

EXHIBIT

MBC Bid Solicitation May 21, 2007 Page 2

return on its investment upon the maturity of the policy based on the difference between the amount the policy was purchased for and the amount of the death benefit. At the time the receivership was commenced, the Receivership Entitles controlled approximately 7,000 policies with a face value of approximately \$1.5 billion, in which approximately 30,000 investors had been assigned fractionalized interests.

On September 15, 2005, the Court entered an Order on Disposition of Policies and Proceeds ("Disposition Order"), which set forth a procedure to afford the MBC investors an opportunity to indicate their preference regarding disposition of the policies in which they were assigned interests. This process, as set forth in detail in the Disposition Order, was completed and approximately 3,700 policies with a face value of approximately \$430 million have been designated to be sold.

On January 30, 2007, the Court entered an Order Granting Receiver's Motion to Authorize Procedures for Re-Designation of Beneficial Interests in Insurance Policies ("Re-Designation Order"), pursuant to which the Receiver is designated as the Policy Owner or Absolute Assignee and Nominal Beneficiary with respect to all Policies administered through the Receivership Proceeding, including the Policies in the four portfolios for which the Receiver is currently seeking Bids.

Summary of Portfolios

There are a total of 1,949 different Policies issued by various Insurance Companies or, in the case of group policies, employers, that make up the portfolios being offered for Bids. The 1,949 policies represent a total face amount of \$241,218,185. The portfolios include policies that insure the lives of both HIV viators and Non-HIV viators, or Life Settlements. Below is a breakdown of the Policies in the four portfolios being offered for Bids. Additional detailed information, including premium data, will be made available during the due diligence period.

Individual Portfolios Information

Portfolio # 1

Portfolio #1 is comprised of 538 policies; 523 of which insure the lives of individuals with HIV and 15 of which insure the lives of individuals that are Non-HIV or Life Settlements. The approximate aggregate face amount of these policies is \$55,785,472. Portfolio #1 is comprised of plans of insurance that are Universal Life, Whole Life and Group Universal Life with face amounts ranging from \$2,725 to \$2,000,000. The approximate net cash surrender value of Portfolio #1 is \$560,602.

Portfolio # 2

Portfolio #2 is comprised of 660 policies; 624 of which insure the lives of individuals with HIV and 36 of which insure the lives of individuals that are Non-HIV or Life Settlements. The

MBC Bid Solicitation May 21, 2007 Page 3

approximate aggregate face amount of these policies is \$57,187,090. Portfolio #2 is comprised of plans of insurance that are Universal Life and Whole Life with face amounts ranging from \$1,000 to \$3,000,000. The approximate net cash surrender value of Portfolio #2 is \$3,010,226.

Portfolio # 3

Portfolio #3 is comprised of six (6) policies insuring the lives of individuals that are Non-HTV or Life Settlements. The aggregate face amount of these policies is \$64,547,500.00. Of these six policies in Portfolio #3, five (5) are Universal Life and one (1) is Term (this term policy is within its conversion period) with face amounts ranging from \$500,000 to \$50,000,000. The approximate net cash surrender value of Portfolio #3 is \$577,481.

Portfolio # 4

Portfolio #4 is comprised of 749 policies, 726 of which insure the lives of individuals with HTV and 23 of which insure the lives of individuals that are Non-HTV or Life Settlements. The approximate aggregate face amount of these policies is \$63,698,123. Portfolio #4 is comprised of plans of insurance that are Term, Employer Group (including Federal Employees Group Life Insurance "FEGLI") and Association Group Term with face amounts ranging from \$2,000 to \$1,000,000.

IMORTANT NOTICE: These figures are approximate as of May 18, 2007 based on information in the VSI database as of that date. Policies are subject to removal from a Portfolio prior to sale in accordance with the Asset Purchase Agreement. Notification of any removed policies will be provided in the course of due diligence and prior to Closing.

Bidding Process & Auction

The Bidding Process is set forth in the attached Bidding Procedures. Without modifying the attached Bidding Procedures (which any Potential Bidder should review in detail), in order to participate in the Bidding Process, a Potential Bidder must first submit: (i) an executed confidentiality agreement; (ii) current financial statements demonstrating the Potential Bidder's financial capacity; and (iii) an executed Affidavit of Non-Affiliation attesting that the Potential Bidder has no relation to any of the Receivership Entities, named Defendants and Relief Defendants and has never been officers, agents, employees, successors, or otherwise were in active or inactive concert or participation with any of them. Within two (2) Business Days after receipt of these items, the Receiver will determine if such materials are satisfactory and upon acceptance thereof, will provide due diligence materials to the Potential Bidder.

Due diligence materials will consist of a chart of the Policies in each Portfolio with relevant information as to each policy, together with other information available to the Receiver relating to the Policies, and a copy of the Asset Purchase Agreement to be executed in connection with the purchase and sale of the Policies. In addition, Potential Bidders may make arrangements to conduct on-site due diligence at MBC's office.

MBC Bid Solicitation May 21, 2007 Page 4

The deadline for submitting a Bid is 5:00 p.m. (prevailing Eastern time) on June 18, 2007. The requirements for a qualified Bid are set forth in the Bidding Procedures. Any Potential Bidder may submit a Bid for any one, some, or all of the four Portfolios presently offered by the Receiver, however, a separate Bid must be submitted for each Portfolio for which a Potential Bidder intends to make a Bid. Each Bid should identify the Portfolio as to which such Bid is submitted.

If the Receiver has received more than one qualified Bid with respect to a particular Portfolio, the Receiver will conduct an Auction at 10:00 a.m. (prevailing Eastern time) on June 22, 2007 at the offices of the Receiver's counsel, Kozyak Tropin & Throckmorton, P.A., 2525 Ponce de Leon Boulevard, 9th Floor, Coral Gables, Florida, or such other time and place as the Receiver shall notify each Qualified Bidder. The procedures for the Auction are set forth in the Bidding Procedures.

Additional information regarding the process for acceptance of Bids and Court approval, the consequences of a Successful Bidder's failure to consummate the sale, and the procedures for return of deposits are set forth in the attached Bidding Procedures.

If you have any questions regarding the Bidding Process, please direct them to the undersigned. Thank you.

Sincerely,

David Rosendorf, Esq.

Counsel to Roberto Martinez, Receiver

Exhibit A

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the sale of the Acquired Assets identified in the Asset Purchase Agreement by and between Roberto Martínez, as the Receiver (in such capacity, "Seller") appointed by the United States District Court for the Southern District of Florida (the "Court") for Mutual Benefits Corp. ("MBC"), Viatical Services, Inc. ("VSI") and Viatical Benefactors, LLC ("VBLLC") (the "Receivership Entities") and Buyer. Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

The sale of the Acquired Assets under the Agreement (the "Sale") is subject to competitive bidding upon the terms and conditions set forth in these Bidding Procedures, and approval by the Court. Seller shall (i) determine whether any person is a Qualified Bidder; (ii) coordinate the efforts of Qualified Bidders in conducting their due diligence regarding the Acquired Assets; (iii) receive Bids from Qualified Bidders; and (iv) negotiate any Bid made to purchase the Acquired Assets (the "Bidding Process"). No person other than a Qualified Bidder will be allowed to participate in the Bidding Process and Seller shall not supply any information regarding the Acquired Assets to any person who is not a Qualified Bidder.

Participation Requirements

In order to participate in the Bidding Process, each interested person (the "Potential Bidder") must deliver to Seller:

- (i) an executed confidentiality agreement in the form attached hereto;
- (ii) current financial statements (audited if available) of (A) the Potential Bidder, or (B) if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets, current financial statement (audited if available) of the equity holder(s) of the Potential Bidder who shall guarantee the obligations of the Potential Bidder, or provide such other form of financial disclosure or credit-quality support information or enhancement acceptable to Seller in Seller's business judgment; and
- (iii) an executed Affidavit of Non-Affiliation attesting that they have no relation to any of the Receivership Entities, named Defendants and Relief Defendants and have never been officers, agents, employees, successors, or otherwise were in active or inactive concert or participation with any of them, in the form attached hereto.

Within two (2) Business Days after a Potential Bidder delivers all the materials set forth above to Seller, Seller shall determine and shall notify the Potential Bidder if such materials are satisfactory to Seller based on Seller's business judgment.

Due Diligence

Upon Selier's acceptance and approval of the materials set forth above, Seller shall deliver to each such Potential Bidder a chart of the Policies included in the Acquired Assets in Microsoft Excel format, which will contain relevant information as to each policy. The chart will include, for each policy, the date of birth of the insured, the last date of contact, the carrier, the type of policy, whether the policy was converted, the face value, the gross and net cash value, the last dividend (if any), the date values were last updated, the due date of cash value guaranteed rates, whether the policy is on premium waiver, the date premium waiver needs to be recertified, the due date of the premium, the mode of premium payment, the amount of the premium, the date the policy was issued, and whether the insured is HIV-positive. Bach Potential Bidder will also receive a DVD of scanned Verification of Coverage ("VOC") forms in Portable Document Format ("PDF"), which have been completed by the carrier as to each Policy, when provided by the carrier. In addition, Potential Bidders will receive a copy of the Asset Purchase Agreement to be executed in connection with the purchase and sale of the Acquired Assets.

All Potential Bidders who have been approved by Seller may contact Stephen Fernstrom (contact information below) to schedule an on-site viewing of the actual bidding package files. All bidding packages will be available on a DVD and in paper hard-copy format. The on-site viewing will be held at the MBC office in Pompano Beach, Florida during regular business hours. No alternative arrangements will be made. Approved Potential Bidders are invited, urged and cautioned to inspect all available information prior to submitting a bid.

Initial Bid Deadline

A Potential Bidder that desires to make a Bid shall deliver written copies of its Bid to Seller no later than 5:00 p.m. (prevailing Eastern time) on June 18, 2007 (the "Bid Deadline"). Bids shall be delivered to Seller's counsel at:

Kozyak Tropin & Throckmorton, P.A. 2525 Ponce de Leon Boulevard, 9th Floor Coral Gables, FL 33134 Attention: David L. Rosendorf, Esq. Telefacsimile: (305) 372-3508

Email: drosendorf@kttlaw.com

with a copy to:

Stephen Fernstrom VSI/MBC 43 South Pompano Parkway, #112 Pompano Beach, FL 33069 Tel: (954) 582-0220 Ext 244

(954) 582-0223 Fax:

Email: S.Fernstrom@vsi-services.com

Bid Requirements

A bid ("Bid") is a letter from an approved Potential Bidder stating that: (i) the approved Potential Bidder offers to purchase the Acquired Assets on the terms set forth in the Agreement, and setting forth the amount of the Initial Bid; and (ii) the Potential Bidder's offer is irrevocable until 48 hours after closing of the Sale to the Successful Bidder. A Bid must be accompanied by: (i) the Initial Deposit of \$100,000 required by the Agreement; and (ii) written evidence of an unconditional commitment for financing or other evidence of financial ability to consummate the transaction, acceptable to Seller in his sole discretion. Each Bid shall specify the Portfolio as to which the Bid is made. If a Potential Bidder seeks to make a Bid on multiple Portfolios, a separate Bid (satisfying all of the foregoing requirements including an Initial Deposit with respect to each such Bid) shall be submitted as to each Portfolio.

Seller will consider a Potential Bidder to be a "Qualified Bidder" only if in Seller's business judgment the Potential Bidder's Bid meets all of the following requirements:

- (i) the Bid is all cash and does not contain any form of contingent consideration or consideration that is dependent on the maturity of the Policies;
 - (ii) the Bid is in the form of the Agreement;
 - (iii) the Bid is not subject to a financing or due diligence contingency; and
- (iv) the Bid is accompanied by such other information as is reasonably requested by Seller.

Within two (2) Business Days after receipt of a Bid, Seller shall advise the Potential Bidder if they are a Qualified Bidder.

Auction

If Seller has received more than one Bid from a Qualified Bidder with respect to a particular Portfolio, Seller will conduct an auction (the "<u>Auction</u>"). The Auction shall take place at <u>10:00 a.m.</u> (prevailing Eastern time) on <u>June 22, 2007</u> (the "<u>Auction Date</u>"), at the offices of Kozyak Tropin & Throckmorton, P.A., 2525 Ponce de Leon Boulevard, 9th Floor, Coral Gables, FL, or such other time and place as Seller shall notify each Qualified Bidder.

Only Qualified Bidders shall be allowed to participate in the Auction. Within two (2) Business Days after the Bid Deadline, Seller shall advise each Qualified Bidder of the highest Initial Bid received by Seller from a Qualified Bidder for the purchase of the Acquired Assets. Each Qualified Bidder must inform Seller one (1) business day prior to the Auction Date of its intent to participate in the Auction. Seller may require a Qualified Bidder to provide proof of its financial ability to consummate a transaction in the amount of the highest Initial Bid, if in Seller's business judgment the information already

provided by such Qualified Bidder is inadequate. Each Qualified Bidder who has timely advised Seller of its intent to participate in the Auction and who has, in Seller's sole discretion, demonstrated a financial ability to consummate a transaction in the amount of the highest Initial Bid, shall be eligible to participate in the Auction (an "Auction Participant").

At the Auction (i) each Auction Participant will be permitted to increase its Bid; and (ii) all Bids shall be made and received in one room, on an open basis, and all other Auction Participants shall be entitled to be present for all bidding with the understanding that the true identity of each Auction Participant shall be fully disclosed to all other Auction Participants and that all material terms of each Bid will be fully disclosed to all other Auction Participants throughout the entire Bidding Process. Bidding shall be increments of at least 1% of the highest Initial Bid and shall be on an all cash basis and shall not contain any form of contingent consideration or consideration that is dependent upon the maturity of the Acquired Assets.

The Auction shall continue until such time as each Auction Participant has indicated its unwillingness to increase its Bid in accordance with these Bidding Procedures. Upon conclusion of the Auction, Seller shall identify the Bid that in its business judgment based on the requirements of these Bidding Procedures is the highest and best Bid (the "<u>Highest Bid</u>"). Seller shall notify all Auction Participants, prior to the adjournment of the Auction, of the Highest Bid, and of the next highest and best Bid (the "<u>Backup Bid</u>").

Within one (1) Business Day after the conclusion of the Auction, the Bidder who submitted the Highest Bid ("<u>Highest Bidder</u>") and the Bidder who submitted the Backup Bid ("<u>Backup Bidder</u>") shall each remit to Seller a second deposit equal to 10% of their respective final Bids at Auction, less \$100,000.00 (the "<u>Second Deposit</u>"), in immediately available funds, such that each such Bidder's Initial Deposit together with their Second Deposit shall equal 10% of such Bidder's final Bid at Auction.

In the event that the Highest Bidder fails to timely remit the Second Deposit, then its Initial Deposit shall be forfeited and Seller may in his business judgment proceed to sell the Acquired Assets to the Backup Bidder as if the Backup Bidder were the Highest Bidder in accordance with the procedures set forth below. In the event that the Backup Bidder fails to timely remit the Second Deposit, then its Initial Deposit shall be forfeited.

Acceptance of Bid

Seller may (a) determine, in its business judgment, which Bid, if any, if the Highest Bid; and (b) reject, at any time before entry of the Sale Order, any Bid that (i) is inadequate or insufficient, (ii) not in conformity with these Bidding Procedures, any order of the Court, or the terms and conditions of the Agreement, or (iii) contrary to the best interests of Seller. If Seller determines, in his sole discretion, that the Highest Bid represents a transaction which is in the best interests of the Receivership Entities and their creditors, then Seller shall notify the Highest Bidder of his acceptance of such Bid, subject to Court approval. If Seller determines, in his sole discretion, that the Backup Bid

represents a transaction which is in the best interests of the Receivership Entities and their creditors, then Seller shall notice the Backup Bidder of his acceptance of such Bid, subject to Court approval and subject to the failure of the Highest Bidder to timely close on the Sale pursuant to and in accordance with the terms of the Agreement.

Promptly after the conclusion of the Auction and Seller's determination that the Highest Bid (and, if applicable, Backup Bid) represents a transaction which is in the best interest of the Receivership Entities and their creditors, Seller shall file a motion with the Court seeking the entry of a Sale Order approving the selection of the Highest Bidder as the Successful Bidder and authorizing and approving the Sale to the Successful Bidder pursuant to the terms and conditions of the Agreement, and, if applicable, approving the selection of the Backup Bidder. Upon the entry of such Sale Order, the Highest Bidder shall be the "Successful Bidder". Seller shall seek the entry of the Sale Order on an expedited basis as soon as reasonably possible following the conclusion of the Auction. Seller shall have accepted a Bid only when such Bid has been approved by the Court pursuant to the Sale Order.

Subject to Court approval pursuant to the Sale Order, Seller shall effect the Sale of the Acquired Assets to the Successful Bidder in accordance with the terms of the Agreement.

Failure to Consummate Sale

If the Successful Bidder fails to consummate the sale of the Acquired Assets because of a breach or failure to perform on the part of such Successful Bidder, Seller shall be authorized to effect a sale to the Backup Bidder pursuant to the terms of the Backup Bid, as approved pursuant to the Sale Order, without further order of the Court. The Successful Bidder's Initial Deposit and Second Deposit shall be forfeited to Seller, and except to the extent otherwise provided in the Agreement, Seller expressly reserves all rights to seek damages or other relief from such Successful Bidder.

In the event that the Successful Bidder fails to Close by the Closing Date (which is no later than three (3) Business Days after the entry of the Sale Order), Seller, within 24 hours thereafter, shall notify the Backup Bidder of such failure and Backup Bidder shall become the Successful Bidder, and the Closing Date with respect to the Backup Bidder shall be within two (2) Business Days after Seller's transmission of such notice to the Backup Bidder.

Return of Deposits

The Initial Deposit and Second Deposit of the Successful Bidder and the Backup Bidder shall be held by Seller until the later of (i) two (2) Business Days after consummation of the Sale of the Acquired Assets, or (ii) the date upon which the Agreement is terminated in accordance with its terms, subject to the terms set forth in the Agreement. All other Initial Deposits and Second Deposits of all other Auction Participants shall be returned within two (2) Business Days after the conclusion of the Auction.

Page 10 of 13

Contact Information

For Bid Qualification Information Contact:

David Rosendorf, Esq. Counsel to Receiver Roberto Martinez Kozyak Tropin & Throckmorton, P.A. 2525 Ponce De Leon, 9th Floor Coral Gables, FL 33134

Tel: (305) 372-1800 Fax: (305) 372-3508

email: drosendorf@kttlaw.com

For Due Diligence Coordination Contact:

Stephen Fernstrom VSI/MBC 43 South Pompano Parkway, #112 Pompano Beach, FL 33069

(954) 582-0220 Ext 244 Tel: (954) 582-0223 Fax:

Email: S.Fernstrom@vsi-services.com

CONFIDENTIALITY AGREEMENT BIDDER FOR MUTUAL BENEFITS VIATICAL PORTFOLIOS

| AGRI | EMENT | date | ed b | | | _, 20 | 07, by | / and | among | Roberto |
|--------------|---------|---------|----------|----------|----------|--------|---------|--------|---------|----------|
| Martinez, R | eceiver | for N | Autual I | Benefits | Corp., | Viati | ical S | ervice | s, Inc. | Viatical |
| Benefactors, | LLC, Pe | eter Lo | ombardi, | Leslie 3 | Steinger | | | | | |
| Livoti, | Jr., | P.A. | and | re | lated | ent | ities | (") | ∕BC"), | and |
| • | | | | | (tl | ne "Bi | dder"). | , | | |

WHEREAS, the Bidder wishes to undertake due diligence review of records related to the insurance policies in which MBC holds or expects to be awarded beneficial and/or ownership interests (the "Insurance Portfolios"), for the purpose of making an offer to purchase those interests;

WHEREAS, the Bidder has requested to undertake a due diligence review of the Insurance Portfolios by viewing documents and records in the possession of the Receiver and not otherwise subject to review;

WHEREAS, the relevant records contain information of a highly personal nature that could encroach on the privacy rights of the individuals ("viators") insured by the policies that comprise the Insurance Portfolios;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

- 1. As used herein, "Confidential Information" means all information regardless of the form, date or party from whom it is transmitted, related to any of the insurance policies that comprise the Insurance Portfolios.
- 2. The Bidder shall only use the Confidential Information for the purpose of evaluating a possible acquisition of the Insurance Portfolios. The Bidder shall not disclose any Confidential Information it receives from any source to any person, firm or corporation except employees of the Bidder and its affiliated companies who have a need to know the Confidential Information in connection with the possible acquisition of the Insurance Portfolios, and who have been informed of and agree to comply with the Bidder's obligations hereunder.
- 3. Information shall not be deemed Confidential Information for purposes of this Agreement, and the Bidder shall have no obligation with respect to any such information, which: (a) is already known to the Bidder at the time of its disclosure; (b) is or becomes publicly known through no wrongful act of the Bidder; (c) is independently developed by the Bidder; or (d) the Bidder is advised by counsel is lawfully required to be disclosed to any government agency or is otherwise required to be disclosed by law. Notwithstanding the foregoing, Confidential Information disclosed pursuant to this Agreement shall remain confidential and subject to this agreement, notwithstanding that such information later becomes publicly known through any other lawful means.

- 4. All Confidential Information disclosed by the Receiver to the Bidder pursuant to this Agreement in tangible form (including, without limitation, information incorporated in computer software) shall be and remain property of the Receiver, and all such Confidential Information shall be promptly returned by the Bidder upon receipt of a written request from the Receiver.
- 5. The Bidder acknowledges that nothing herein shall render the Receiver responsible for the accuracy of the Confidential Information.
 - 6. This Agreement shall be governed by the laws of the State of Florida.
- 7. The parties agree that any dispute with regard to this agreement will be subject to the jurisdiction of the United States District Court, Southern District of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

David Rosendorf, Esq.
Attorney for Roberto Martínez, Receiver for Mutual Benefits Corp. et al.
2525 Ponce De Leon, 9th Floor
Coral Gables, Florida 33134

Tel: (305) 372-1800

Name of Bidder

Address/Phone

MBC-BIDDER AFFIDAVIT OF NON-AFFILIATION

| STATE OF | | | .) | | | |
|--|--|--|--|--|---|---|
| COUNTY OF _ | | |) ss;) | | | |
| Before | me, | | U | | personally sworn, deposes a | appeared |
| Company name) Mutual Benefits | ("Potentia Corporation | l Bidder" on Viatic | al Portfolio to b | cicipate in the e conducted b | bidding for the at y Roberto Martin latical Services, In | ez. Receiver |
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| 4. Af cting in concert Corporation Viati | with, or | on behalt | ents that none of of them, is acc | f the Receive Juiring any ir | rship Entities, nor terest in the Mut | any person ual Benefits |
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| | | | Notary Public, S Print Name: | tate of | | |

ASSET PURCHASE AGREEMENT

by and between

ROBERTO MARTÍNEZ,
As the Receiver for Mutual Benefits Corp., Viatical Services, Inc.,
And Viatical Benefactors, LLC,

As Seller

And

Silver Point Capital Fund, L.P.

As Buyer

June 22, 2007



ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT dated as of June 22, 2007 is entered into by and between Roberto Martinez, as 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") (in such capacity, "Seller"), and Silver Point Capital Fund, L.P. ("Buyer"). Seller, together with Buyer, may be referred to collectively as the "Parties".

RECITALS

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

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

WHEREAS, pursuant to the Receivership Order, Seller 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 ("Disposition Order"), Seller has been vested with full power and authority to sell the Acquired Assets; and

WHEREAS, pursuant to the Order Granting Receiver's Motion to Authorize Procedures for Re-Designation of Beneficial Interests in Insurance Policies entered by the Court on January 30, 2007 ("Re-Designation Order"), Seller has been designated as the Policy Owner or Absolute Assignee and Nominal Beneficiary with respect to all Policies administered through the Receivership Proceeding, including the Acquired Assets; and

WHEREAS, pursuant to the Order Regarding Future Administration of Certain Insurance Policies Subject to this Proceeding entered by the Court on May 1, 2007 ("Future Administration Order"), the Court has approved certain procedures applicable to specified Listed Insurers for, among other things, the re-designation of ownership and beneficial interests in certain Policies issues by the Listed Insurers upon the sale of such Policies by Seller; and

WHEREAS, Seller desires to, on behalf of Seller and each Receivership Entity, sell and assign to Buyer, and Buyer desires to purchase from Seller and each Receivership Entity and accept assignment from Seller and each Receivership Entity of, the Acquired Assets, all upon the terms and conditions set forth herein;

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.
- "Auction" means the auction of the Policies conducted by Seller in accordance with the Bidding Procedures.
 - "Backup Bid" has the meaning set forth in the Bidding Procedures.
 - "Backup Bidder" has the meaning set forth in the Bidding Procedures.
 - "Bid" has the meaning set forth in the Bidding Procedures.
- "Bidding Procedures" means the procedures to be followed by Seller for soliciting the highest and best offer for the Acquired Assets, and to conduct an auction sale of the Acquired Assets, as set forth in Exhibit A hereto.
- "Bill of Sale, Assignment and Assumption Agreement" means a bill of sale and instrument of assignment and assumption, in form and substance reasonably acceptable to Seller and Buyer, pursuant to which Seller assigns the Acquired Assets to Buyer and Buyer assumes the Assumed Liabilities from the Receivership Entities.
- "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.
 - "Closing" has the meaning set forth in Section 3.1 of this Agreement.
 - "Closing Date" has the meaning set forth in Section 3.1 of this Agreement.
 - "Confidentiality Agreement" has the meaning set forth in the Bidding Procedures.
 - "Court" has the meaning set forth in the preface above.

"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.

"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.

"Future Administration Order" has the meaning set forth in the preface above.

"Highest Bid" has the meaning set forth in the Bidding Procedures.

"Highest Bidder" has the meaning set forth in the Bidding Procedures.

"Initial Bid" has the meaning set forth in Section 2.4 of this Agreement.

"Initial Deposit" has the meaning set forth in Section 2.4 of this Agreement.

"<u>Liabilities</u>" 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.

"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, corporation, business trust, limited liability company, trust, proprietorship, unincorporated association, instrumentality, business organization, enterprise, joint stock company, estate, governmental authority or other entity.

"Policies" has the meaning set forth in Section 2.1(a) of this Agreement.

"Potential Bidder" has the meaning set forth in the Bidding Procedures.

"Prorated Premium Amount" shall mean the amount of all prepaid premiums, expenses and charges with respect to any Policy which were actually paid by Seller on Policies for coverage periods after the Closing Date.

"Provider" means an insurance company or, in the case of a group Policy, an employer or third party administrator, which provides insurance coverage with respect to a Policy.

- "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.
- "Qualified Bidders" has the meaning set forth in the Bidding Procedures.
- "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.
- "Re-Designation Order" has the meaning set forth in the preface above.
- "Sale Order" means an order of the Court approving and authorizing Seller to sell and assign the Acquired Assets to Buyer in accordance with the terms of this Agreement.
 - "Second Deposit" has the meaning set forth in Section 2.4 of this Agreement.
 - "Seller" has the meaning set forth in the preface above.
 - "Successful Bidder" has the meaning set forth in the Bidding Procedures.
- "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, Bill of Sale, Assignment and Assumption Agreement, and any other document executed by Seller or Buyer at the Closing in connection with any of the foregoing.
 - "VBLLC" has the meaning set forth in the preface above.
 - "VSI" has the meaning set forth in the preface above.

ARTICLE II PURCHASE & SALE OF ASSETS

2.1 <u>Purchase and Sale</u>. 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

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Agreement, such sale being pursuant to a Sale Order entered by the Court which shall authorize the transfer the Acquired Assets to Buyer free and clear of any Encumbrances, containing in substance the terms reflected in the attached Exhibit B. For purposes of this Agreement, "Acquired Assets" means all right, title and interest in and to the following items as in existence on the Closing Date:

- the title (whether by ownership interests of individual policies or as group certificate assignee) together with the beneficial interests of the life insurance policies as more fully described in Schedule 2.1 attached hereto (the "Policies");
- all files, records, documents, instruments, papers, correspondence, communications, books and records evidencing or relating to the Policies, whether in physical, electronic or other form or medium, including without limitation (i) the Policies and all correspondence relating thereto; (ii) all information and records with respect to the health status and whereabouts of each insured under a Policy; (iii) all accounting records, including the accounting and bookkeeping records incident to the ownership, premium payments, and receipts and distributions of proceeds with respect to each Policy made to or received from the Provider that issues the Policies, (iv) all documents and instruments executed and/or delivered by or to Seller, a Receivership Entity, an insured, or viator in respect of Policy (collectively, the "Policy Files"); provided that, Policy Files shall not include any confidential information relating to any third party investor (i.e., a person that is not Seller, a Receivership Entity or any affiliate of a Receivership Entity) owning an interest in the Policies, nor shall Policy Files include the database utilized by VSI to service the Policies.
- all death benefits, proceeds and other amounts paid or payable under or otherwise in respect of any Policy on or after the Closing Date, with respect to the actual death of the insured;
- all rights of recourse or recovery against any third party, and all other claims, rights and causes of action, relating to or arising out of any of the foregoing.
- Excluded Assets. Notwithstanding anything to the contrary in this Agreement, 2.2 Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer shall not purchase or accept from Seller, any of the following:
- any asset or property of Seller or any Receivership Entity that is not specifically set forth in Section 2.1 hereof; or
- any Policy identified in Schedule 2.1 with respect to which Seller has provided Buyer, prior to the Closing Date, documentation evidencing the death of the insured under such Policy, including any death benefits, proceeds or amounts paid or payable under or otherwise with respect to such Policy (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 a "Policy" for all purposes of this Agreement.

- 2.3 <u>Assumption of Liabilities</u>. At the Closing, Buyer shall assume from the Receivership Entities, and thereafter pay, perform and discharge in accordance with their respective terms, all obligations that arise under the Policies from and after the Closing Date, including without limitation, all obligations to pay premiums thereunder which become due on and after the Closing Date, and including without limitation reimbursement of premiums to an insured under a Policy if the Policy is a group plan of insurance and premiums are paid by the insured via payroll deductions (the "<u>Assumed Liabilities</u>").
- Purchase Price. Buyer agrees to purchase the Acquired Assets for an initial bid of 2.4 (the "Initial Bid"), subject to higher and better offers in accordance with the Bidding Procedures. Buyer has remitted to Seller an initial deposit of One Hundred Thousand Dollars (\$100,000.00) upon delivery of the Bid (the "Initial Deposit"). Within one (1) Business Day after the conclusion of the Auction, Buyer remitted to Seller a second deposit equal to 10% of its final Bid at Auction, less \$100,000.00 (the "Second Deposit") in immediately available funds, such that the Initial Deposit together with the Second Deposit equal 10% of its final Bid at Auction. The Initial Deposit and Second Deposit were remitted by Buyer to Seller in the form of a bank Cashier's Check made payable to "Roberto Martinez, as Receiver" or by wire transfer to the Kozyak Tropin & Throckmorton, P.A. MBC Trust Account, TotalBank, Miami, Florida, Account No. 0716434306, ABA No. 0716434306. If Buyer is deemed to be the Successful Bidder, the purchase price shall be adjusted to an amount equal to Buyer's final Bid at the Auction, if higher than the Initial Bid (the "Purchase Price"), subject to the Purchase Price Adjustments. In the event that Buyer is deemed to be the Successful Bidder, the Initial Deposit and Second Deposit shall be applied to the Final Purchase Price at Closing. The Initial Deposit and Second Deposit shall be non-refundable if the Buyer is determined by the Court to be the Successful Bidder and subsequently fails to timely close on the sale of the Acquired Assets pursuant to the terms of this Agreement.
- 2.5 <u>Purchase Price Adjustments</u>. At the Closing Date, the following adjustments shall be made to the Purchase Price, which after such adjustments shall be the "<u>Final</u> Purchase <u>Price</u>":
- (a) in the event any Policy listed in Schedule 2.1 shall become an Excluded Asset pursuant to Section 2.2 hereof prior to the Closing Date, the Purchase Price shall be reduced pro rata based upon the ratio of the Purchase Price to the aggregate face value of the Policies prior to the exclusion of any such Policy from the Acquired Assets; i.e., if (i) a Policy with a face value of \$1,000,000 becomes an Excluded Asset, (ii) the Purchase Price is \$10,000,000 and (iii) the aggregate face value of the Policies, prior to any Policy becoming an Excluded Asset, was \$50,000,000, then the Purchase Price shall be reduced by \$1,000,000 x (\$10,000,000/\$50,000,000) = \$200,000; and
- (b) at the Closing Date, the Purchase Price shall be increased to include an amount equal to Prorated Premium Amount.

ARTICLE III CLOSING

- Closing. Unless this Agreement shall have been terminated pursuant to Section 8 3.1 hereof, the closing of the transactions contemplated hereby shall take place on or before the third (3rd) Business Day after the Court has entered the Sale Order (the "Closing Date"), unless extended by mutual written agreement of the Parties. The Closing shall be held at the offices of Kozyak, Tropin & Throckmorton, P.A., 2525 Ponce de Leon Boulevard, Miami, Florida 33134, unless the Parties agree otherwise.
- Deliveries by Seller. At the Closing, Seller shall deliver to Buyer: (i) the Bill of 3.2 Sale and Assignment and Assumption Agreement with respect to the Acquired Assets, executed by Seller; and (ii) a copy of the Sale Order approving the sale of the Acquired Assets to Buyer pursuant to the terms of this Agreement.
- Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller: (i) the Bill of Sale and Assignment and Assumption Agreement with respect to the Acquired Assets, executed by Buyer; and (ii) the full amount of the Final Purchase Price, less the Initial Deposit and Second Deposit, in immediately available funds.

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:

- Status as Receiver. Seller is the duly appointing and acting Receiver for the 4.1 Receivership Entities.
- Authority, Power and Binding Effect. Subject to the entry of the Sale Order, 4.2 Seller has all requisite power and authority, pursuant to the Receivership Order, the Disposition Order, and the Re-Designation Order, 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 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. Upon entry of the Sale Order, 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.
- Title to Acquired Assets. Seller has good and valid title to the Acquired Assets and has all claims, options, privileges, right, title and interest in, to and under the Acquired Assets free and clear of any Encumbrances. Subject to the entry of the Sale Order, all of Seller's and each Receivership Entity'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.

- 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 in this Agreement), the Receivership Entities, or any of their professionals, employees or agents. Neither the Seller, the Receivership Entities, or any of their professionals, employees or agents shall be construed as having made any representations or warranties as to title, merchantability or fitness for a particular purpose, express, implied, or otherwise, unless specifically set forth in this Agreement.
- Brokers and Finders. Seller has not engaged any broker, finder or financial 4.5 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 Buyer could be liable.
- Status of Policies. All of the Policies are "in-force," Seller has paid in full all 4.6 premiums that are due with respect to the Policies, and none of the Policies have lapsed. None of the Policies will be (or are, if applicable) in grace on the Closing Date. Seller has not received any loan or cash advance against the cash value of any Policy since May 21, 2007.

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:

- 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.
- Authority, Power and Binding Effect. Buyer has all requisite power and authority 5.2 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.
- 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.

Disclaimer. 5.4

- 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 express written representations, warranties and covenants in this Agreement. Buyer has carefully considered and has, to the extent Buyer believes such discussion necessary, has 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 the risk that after Closing, a Provider will refuse to change (b) ownership or beneficial interests in a Policy or refuse to pay to Buyer or its designee the death benefits or other amounts payable or otherwise due in respect of a Policy, notwithstanding the entry of the Receivership Order, the Disposition Order, and the Re-Designation Order, and the Sale Order.
- The sale of the Acquired Assets shall be subject to higher and better offers pursuant to the Bidding Procedures.
- Buyer has access to sufficient unrestricted funds, and will Financial Ability. at the time of the Closing have sufficient unrestricted funds, to consummate the transactions contemplated by this Agreement.
- Brokers and Finders. Buyer has not engaged any broker, finder or financial 5.6 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.
- No Collusion. Except as set forth on Schedule 5.7 hereto, Buyer has not entered into any agreements, oral or written, with any other Potential Bidder concerning the purchase and sale of the Acquired Assets at the Auction and has disclosed to Seller all parties to any joint venture, partnership or joint bid.

ARTICLE VI COVENANTS OF THE PARTIES

6.1 <u>General</u>. 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 Policy Files.

- (a) Prior to the Closing, 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 and furnishing information as promptly as practicable to Buyer that is reasonably requested by Buyer.
- (b) Buyer acknowledges that the Policy Files contain information of a highly personal nature. Buyer agrees that it shall be bound by and shall comply with the terms of the Confidentiality Agreement, and 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 the Policy Files and all other information relating to the Policies or any insured thereunder.

6.3 Policy Notices.

- (a) Not later than twenty (20) days after the Closing Date, Buyer shall deliver, with respect to each Policy, written instructions to each Provider designating Buyer or its designee as the owner of the Policy or assignee of any Policy that is a group Policy, and providing each such insurance company with a mailing address for purposes of receiving all future notices of premium payments due and other written communications from the insurance company respecting the Policy.
- (b) Buyer shall (except to the extent required to be delivered by Seller or a Receivership Entity pursuant to an order of the Court, in which case Seller shall) be responsible for delivering to the Providers that issued the Policies any instructions to change ownership and beneficiaries of such Policies. With respect to any Providers which are designated as Listed Insurers in the Future Administration Order, such instructions shall be provided by Buyer (except to the extent required to be delivered by Seller or a Receivership Entity pursuant to the Future Administration Order, in which case by Seller) consistent with the terms of the Future Administration Order.
- (c) Without limiting or modifying anything else in this Section 6.3, Seller shall reasonably cooperate and assist as requested by Buyer in obtaining Providers' compliance with instructions to Providers given by Buyer in accordance with and pursuant to this Section 6.3.

6.4 Post-Closing Policy Proceeds and Communications.

- Any proceeds or other amounts in respect of any Acquired Assets, (a) including without limitation any death benefits, received by Seller or any Receivership Entity 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. All such amounts so received by Seller or any Receivership Entity shall be remitted to Buyer within three (3) Business Days of Seller's or any Receivership Entity's receipt thereof.
- Seller shall promptly forward to Buyer any written correspondence, notice or other communication relating to the Acquired Assets that is received by Seller or any Receivership Entity on or after the Closing Date.
- To the extent any party other than Buyer or Seller receives any proceeds or other amounts in respect of any Policy which is an Acquired Asset, Seller shall, upon request of Buyer, reasonable cooperate with Buyer's efforts to recover such proceeds.

6.5 Transaction Costs; Taxes.

- 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.
- Notwithstanding anything to the contrary herein, all Taxes and other fees and charges incurred in connection with the consummation of the transactions contemplated hereby, including the transfer to Buyer of the Acquired Assets, shall be paid by Buyer. 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.
- Subject to Section 6.5(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

- Conditions Precedent to Obligations of Buyer. The obligation of Buyer to 7.1 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:
- 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.
- Seller shall have in all material respects performed and complied with (b) 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;
- Seller shall have delivered to Buyer all of the items specified to be delivered by Seller in Section 3.2 hereof;
- No preliminary or permanent injunction 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; and
- The Court shall have entered the Sale Order approving Buyer as the Successful Bidder and such Sale Order shall not have been reversed, stayed, modified or amended in any manner materially adverse to Buyer.
- 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:
- 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.
- 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;
- 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 3.3 hereof;

- (d) No preliminary or permanent injunction 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; and
- (e) The Court shall have entered the Sale Order approving Buyer as the Successful Bidder and such Sale Order shall not have been reversed, stayed, modified or amended in any manner materially adverse to Seller.

ARTICLE VIII TERMINATION

- 8.1 <u>Termination of Agreement</u>. 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) by Buyer and/or Seller if the Court fails to find that Buyer is the Successful Bidder or Backup Bidder;
- (c) if Seller shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this 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, and such breach or failure shall have not then been cured;
- (d) if Buyer shall have been approved by the Court as the Successful Bidder (including a Backup Bidder who becomes a Successful Bidder) and failed 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;
- (e) without limiting Section 8.1(d) above, if Buyer shall have materially breached or failed to perform or comply with any covenant, obligation or agreement contained in this 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, and such breach or failure shall have not then been cured.
- 8.2 <u>Effect of Termination</u>. If this Agreement is terminated pursuant to and in accordance with Section 8.1 hereof, there will be no further liability or obligation on the part of

the Parties hereto in connection with this Agreement except as set forth in this Section 8.2. If this Agreement is terminated pursuant to and in accordance with Section 8.1(a), (b), or (c) hereof. Seller shall remit to Buyer the Initial Deposit and the Second Deposit within three (3) Business Days thereafter. If this Agreement is terminated pursuant to and in accordance with Section 8.1(d) or (e) hereof, then Buyer's Initial Deposit and Second Deposit shall be forfeited to Seller and Seller expressly reserves all rights to seek any and all relief to which Seller may be entitled, including, without limitation, damages and/or specific performance.

ARTICLE IX **MISCELLANEOUS**

- Survival. All of the representations, warranties, covenants and obligations of the Parties contained in this Agreement and the Transaction Documents shall survive the Closing.
- Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties named herein 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. Buyer shall be permitted to assign its rights, in whole or in part, to any one or more Persons, and delegate its obligations under this Agreement, in whole or in part, to one or more affiliates of Buyer, without prior written approval of Seller. Nothing in this Agreement shall confer upon any Person (including any creditor of a Receivership Entity) 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 Unless otherwise provided herein, any notice, demand or Notices. communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given when delivered personally, by telefacsimile or electronic mail (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, or on the Business Day following the day sent by a nationally recognized overnight courier, or on the third (3rd) Business Day after the same is sent by certified mail, return receipt requested, postage and charges prepaid, 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:

Roberto Martínez, Receiver Colson Hicks Eidson 255 Aragon Avenue Second Floor Coral Gables, FL 33134

Telephone:

(305) 476-7400 (305) 476-7444

Facsimile:

Email:

bob@colson.com

David L. Rosendorf, Esq.

Kozyak Tropin & Throckmorton, P.A.

2525 Ponce de Leon Boulevard

9th Floor

Coral Gables, FL 33134

Telephone:

(305) 372-1800 (305) 372-3508

Facsimile: Email:

drosendorf@kttlaw.com

If to Buyer:

Silver Point Capital Fund, L.P.

Two Greenwich Plaza Greenwich, CT 06830 Attention: Aviva Shneider (203) 542-4029 Telephone: Facsimile:

(203) 542-4300

Email: ashneider@silverpointcapital.com

With a copy to:

Alexi M. Poretz, Esq. Sidley Austin LLP 787 Seventh Avenue

New York, New York 10019 Telephone: (212) 839-5300 Facsimile: (212) 839-5599 Email: aporetz@sidley.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.

Governing Law; Submission to Jurisdiction. 9.4

- 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 which might apply the laws of any other jurisdiction.
- It is expressly agreed that the Court shall have continuing jurisdiction of all matters related to the Receivership Proceeding and all actions with respect to this Agreement shall be instituted in the Receivership Proceeding 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 Receivership Proceeding, unless the Receivership Proceeding shall not have subject matter jurisdiction thereof, in which case such legal action, suit or proceeding, as the case may be, shall be brought in the United

States District Court for the Southern District of Florida or 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 Receivership Proceeding 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 the Receivership Proceeding, or if the Receivership Proceeding 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.

- 9.5 Entire Agreement. This Agreement, the Confidentiality Agreement, 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 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 <u>Severability</u>. 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 which may render any provision hereof prohibited or unenforceable in any respect.
- 9.8 <u>Counterparts</u>. 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.
- 9.9 <u>Headings</u>. 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.

Fiduciary Status of Receiver. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Roberto Martínez 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

| ROBERTO MARTÍNEZ, Not in his individual capacity, but solely as Receiver for Mutual Benefits Corp., Viatical Services, Inc. and Viatical Benefactors, LLC |
|--|
| ROBERTO MARTÍNEZ |
| SILVER POINT CAPITAL FUND, L.P. |
| Ву: |
| Name: |
| Title: |

Exhibit A

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the sale of the Acquired Assets identified in the Asset Purchase Agreement by and between Roberto Martinez, as the Receiver (in such capacity, "Seller") appointed by the United States District Court for the Southern District of Florida (the "Court") for Mutual Benefits Corp. ("MBC"), Viatical Services, Inc. ("VSI") and Viatical Benefactors, LLC ("VBLLC") (the "Receivership Entities") and Buyer. Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

The sale of the Acquired Assets under the Agreement (the "Sale") is subject to competitive bidding upon the terms and conditions set forth in these Bidding Procedures, and approval by the Court. Seller shall (i) determine whether any person is a Qualified Bidder; (ii) coordinate the efforts of Qualified Bidders in conducting their due diligence regarding the Acquired Assets; (iii) receive Bids from Qualified Bidders; and (iv) negotiate any Bid made to purchase the Acquired Assets (the "Bidding Process"). No person other than a Qualified Bidder will be allowed to participate in the Bidding Process and Seller shall not supply any information regarding the Acquired Assets to any person who is not a Qualified Bidder.

Participation Requirements

In order to participate in the Bidding Process, each interested person (the "Potential Bidder") must deliver to Seller:

- an executed confidentiality agreement in the form attached hereto; (i)
- current financial statements (audited if available) of (A) the Potential Bidder, or (B) if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets, current financial statement (audited if available) of the equity holder(s) of the Potential Bidder who shall guarantee the obligations of the Potential Bidder, or provide such other form of financial disclosure or credit-quality support information or enhancement acceptable to Seller in Seller's business judgment; and
- an executed Affidavit of Non-Affiliation attesting that they have no relation to any of the Receivership Entities, named Defendants and Relief Defendants and have never been officers, agents, employees, successors, or otherwise were in active or inactive concert or participation with any of them, in the form attached hereto.

Within two (2) Business Days after a Potential Bidder delivers all the materials set forth above to Seller, Seller shall determine and shall notify the Potential Bidder if such materials are satisfactory to Seller based on Seller's business judgment.

Due Diligence

Upon Seller's acceptance and approval of the materials set forth above, Seller shall deliver to each such Potential Bidder a chart of the Policies included in the Acquired Assets in Microsoft Excel format, which will contain relevant information as to each policy. The chart will include, for each policy, the date of birth of the insured, the last date of contact, the carrier, the type of policy, whether the policy was converted, the face value, the gross and net cash value, the last dividend (if any), the date values were last updated, the due date of cash value guaranteed rates, whether the policy is on premium waiver, the date premium waiver needs to be recertified, the due date of the premium, the mode of premium payment, the amount of the premium, the date the policy was issued, and whether the insured is HIV-positive. Each Potential Bidder will also receive a DVD of scanned Verification of Coverage ("VOC") forms in Portable Document Format ("PDF"), which have been completed by the carrier as to each Policy, when provided by the carrier. In addition, Potential Bidders will receive a copy of the Asset Purchase Agreement to be executed in connection with the purchase and sale of the Acquired Assets.

All Potential Bidders who have been approved by Seller may contact Stephen Fernstrom (contact information below) to schedule an on-site viewing of the actual bidding package files. All bidding packages will be available on a DVD and in paper hard-copy format. The on-site viewing will be held at the MBC office in Pompano Beach, Florida during regular business hours. No alternative arrangements will be made. Approved Potential Bidders are invited, urged and cautioned to inspect all available information prior to submitting a bid.

Initial Bid Deadline

A Potential Bidder that desires to make a Bid shall deliver written copies of its Bid to Seller no later than <u>5:00 p.m. (prevailing Eastern time) on June 18, 2007</u> (the "Bid Deadline"). Bids shall be delivered to Seller's counsel at:

Kozyak Tropin & Throckmorton, P.A. 2525 Ponce de Leon Boulevard, 9th Floor Coral Gables, FL 33134
Attention: David L. Rosendorf, Esq. Telefacsimile: (305) 372-3508
Email: drosendorf@kttlaw.com

with a copy to:

Stephen Fernstrom VSI/MBC 43 South Pompano Parkway, #112 Pompano Beach, FL 33069 Tel: (954) 582-0220 Ext 244

Fax: (954) 582-0223

Email: S.Fernstrom@vsi-services.com

Bid Requirements

A bid ("Bid") is a letter from an approved Potential Bidder stating that: (i) the approved Potential Bidder offers to purchase the Acquired Assets on the terms set forth in the Agreement, and setting forth the amount of the Initial Bid; and (ii) the Potential Bidder's offer is irrevocable until 48 hours after closing of the Sale to the Successful Bidder. A Bid must be accompanied by: (i) the Initial Deposit of \$100,000 required by the Agreement; and (ii) written evidence of an unconditional commitment for financing or other evidence of financial ability to consummate the transaction, acceptable to Seller in his sole discretion. Each Bid shall specify the Portfolio as to which the Bid is made. If a Potential Bidder seeks to make a Bid on multiple Portfolios, a separate Bid (satisfying all of the foregoing requirements including an Initial Deposit with respect to each such Bid) shall be submitted as to each Portfolio.

Seller will consider a Potential Bidder to be a "Qualified Bidder" only if in Seller's business judgment the Potential Bidder's Bid meets all of the following requirements:

- the Bid is all cash and does not contain any form of contingent consideration or consideration that is dependent on the maturity of the Policies;
 - the Bid is in the form of the Agreement; (ii)
 - the Bid is not subject to a financing or due diligence contingency; and (iii)
- the Bid is accompanied by such other information as is reasonably requested by (iv) Seller.

Within two (2) Business Days after receipt of a Bid, Seller shall advise the Potential Bidder if they are a Qualified Bidder.

Auction

If Seller has received more than one Bid from a Qualified Bidder with respect to a particular Portfolio, Seller will conduct an auction (the "Auction"). The Auction shall take place at 10:00 a.m. (prevailing Eastern time) on June 22, 2007 (the "Auction Date"), at the offices of Kozyak Tropin & Throckmorton, P.A., 2525 Ponce de Leon Boulevard, 9th Floor, Coral Gables, FL, or such other time and place as Seller shall notify each Qualified Bidder.

Only Qualified Bidders shall be allowed to participate in the Auction. Within two (2) Business Days after the Bid Deadline, Seller shall advise each Qualified Bidder of the highest Initial Bid received by Seller from a Qualified Bidder for the purchase of the Acquired Assets. Each Qualified Bidder must inform Seller one (1) business day prior to the Auction Date of its intent to participate in the Auction. Seller may require a Qualified Bidder to provide proof of its financial ability to consummate a transaction in the amount of the highest Initial Bid, if in Seller's business judgment the information already provided by such Qualified Bidder is inadequate. Each Qualified Bidder who has timely advised Seller of its intent to participate in the Auction and who has, in Seller's sole discretion, demonstrated a financial ability to consummate a transaction in the amount of the highest Initial Bid, shall be eligible to participate in the Auction (an "Auction Participant").

At the Auction (i) each Auction Participant will be permitted to increase its Bid; and (ii) all Bids shall be made and received in one room, on an open basis, and all other Auction Participants shall be entitled to be present for all bidding with the understanding that the true identity of each Auction Participant shall be fully disclosed to all other Auction Participants and that all material terms of each Bid will be fully disclosed to all other Auction Participants throughout the entire Bidding Process. Bidding shall be increments of at least 1% of the highest Initial Bid and shall be on an all cash basis and shall not contain any form of contingent consideration or consideration that is dependent upon the maturity of the Acquired Assets.

The Auction shall continue until such time as each Auction Participant has indicated its unwillingness to increase its Bid in accordance with these Bidding Procedures. Upon conclusion of the Auction, Seller shall identify the Bid that in its business judgment based on the requirements of these Bidding Procedures is the highest and best Bid (the "Highest Bid"). Seller shall notify all Auction Participants, prior to the adjournment of the Auction, of the Highest Bid, and of the next highest and best Bid (the "Backup Bid").

Within one (1) Business Day after the conclusion of the Auction, the Bidder who submitted the Highest Bid ("Highest Bidder") and the Bidder who submitted the Backup Bid ("Backup Bidder") shall each remit to Seller a second deposit equal to 10% of their respective final Bids at Auction, less \$100,000.00 (the "Second Deposit"), in immediately available funds, such that each such Bidder's Initial Deposit together with their Second Deposit shall equal 10% of such Bidder's final Bid at Auction.

In the event that the Highest Bidder fails to timely remit the Second Deposit, then its Initial Deposit shall be forfeited and Seller may in his business judgment proceed to sell the Acquired Assets to the Backup Bidder as if the Backup Bidder were the Highest Bidder in accordance with the procedures set forth below. In the event that the Backup Bidder fails to timely remit the Second Deposit, then its Initial Deposit shall be forfeited.

Acceptance of Bid

Seller may (a) determine, in its business judgment, which Bid, if any, if the Highest Bid; and (b) reject, at any time before entry of the Sale Order, any Bid that (i) is inadequate or insufficient, (ii) not in conformity with these Bidding Procedures, any order of the Court, or the terms and conditions of the Agreement, or (iii) contrary to the best interests of Seller. If Seller determines, in his sole discretion, that the Highest Bid represents a transaction which is in the best interests of the Receivership Entities and their creditors, then Seller shall notify the Highest Bidder of his acceptance of such Bid, subject to Court approval. If Seller determines, in his sole discretion, that the Backup Bid represents a transaction which is in the best interests of the Receivership Entities and their creditors, then Seller shall notice the Backup Bidder of his acceptance of such Bid, subject to Court approval and subject to the failure of the Highest Bidder to timely close on the Sale pursuant to and in accordance with the terms of the Agreement.

Promptly after the conclusion of the Auction and Seller's determination that the Highest Bid (and, if applicable, Backup Bid) represents a transaction which is in the best interest of the Receivership Entities and their creditors, Seller shall file a motion with the Court seeking the entry of a Sale Order approving the selection of the Highest Bidder as the Successful Bidder and authorizing and approving the Sale to the Successful Bidder pursuant to the terms and conditions of the Agreement, and, if applicable, approving the selection of the Backup Bidder. Upon the entry of such Sale Order, the Highest Bidder shall be the "Successful Bidder". Seller shall seek the entry of the Sale Order on an expedited basis as soon as reasonably possible following the conclusion of the Auction. Seller shall have accepted a Bid only when such Bid has been approved by the Court pursuant to the Sale Order.

Subject to Court approval pursuant to the Sale Order, Seller shall effect the Sale of the Acquired Assets to the Successful Bidder in accordance with the terms of the Agreement.

Failure to Consummate Sale

If the Successful Bidder fails to consummate the sale of the Acquired Assets because of a breach or failure to perform on the part of such Successful Bidder, Seller shall be authorized to effect a sale to the Backup Bidder pursuant to the terms of the Backup Bid, as approved pursuant to the Sale Order, without further order of the Court. The Successful Bidder's Initial Deposit and Second Deposit shall be forfeited to Seller, and except to the extent otherwise provided in the Agreement, Seller expressly reserves all rights to seek damages or other relief from such Successful Bidder.

In the event that the Successful Bidder fails to Close by the Closing Date (which is no later than three (3) Business Days after the entry of the Sale Order), Seller, within 24 hours thereafter, shall notify the Backup Bidder of such failure and Backup Bidder shall become the Successful Bidder, and the Closing Date with respect to the Backup Bidder shall be within two (2) Business Days after Seller's transmission of such notice to the Backup Bidder.

Return of Deposits

The Initial Deposit and Second Deposit of the Successful Bidder and the Backup Bidder shall be held by Seller until the later of (i) two (2) Business Days after consummation of the Sale of the Acquired Assets, or (ii) the date upon which the Agreement is terminated in accordance with its terms, subject to the terms set forth in the Agreement. All other Initial Deposits and Second Deposits of all other Auction Participants shall be returned within two (2) Business Days after the conclusion of the Auction.

Page 25 of 31

Contact Information

For Bid Qualification Information Contact:

David Rosendorf, Esq. Counsel to Receiver Roberto Martinez Kozyak Tropin & Throckmorton, P.A. 2525 Ponce De Leon, 9th Floor Coral Gables, FL 33134

Tel: (305) 372-1800 Fax: (305) 372-3508

email: drosendorf@kttlaw.com

For Due Diligence Coordination Contact:

Stephen Fernstrom VSI/MBC 43 South Pompano Parkway, #112 Pompano Beach, FL 33069

Tel: (954) 582-0220 Ext 244 Fax: (954) 582-0223

Email: S.Fernstrom@vsi-services.com

CONFIDENTIALITY AGREEMENT BIDDER FOR MUTUAL BENEFITS VIATICAL PORTFOLIOS

| AGREEMENT dated | | , 2007, by a | ind among F | Roberto Mai | rtínez, |
|-------------------------------|----------------------|---------------------|-----------------|--------------|---------|
| Receiver for Mutual Benefits | Corp., Viatical | Services, Inc. Viat | tical Benefac | ctors, LLC, | Peter |
| Lombardi, Leslie Steinger a/k | a/ Leslie Steiner, a | and Anthony Livot | ti, Jr., P.A. a | nd related e | ntities |
| ("MBC"), and | | (| the "Bidder" |). | |

WHEREAS, the Bidder wishes to undertake due diligence review of records related to the insurance policies in which MBC holds or expects to be awarded beneficial and/or ownership interests (the "Insurance Portfolios"), for the purpose of making an offer to purchase those interests;

WHEREAS, the Bidder has requested to undertake a due diligence review of the Insurance Portfolios by viewing documents and records in the possession of the Receiver and not otherwise subject to review:

WHEREAS, the relevant records contain information of a highly personal nature that could encroach on the privacy rights of the individuals ("viators") insured by the policies that comprise the Insurance Portfolios;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

- As used herein, "Confidential Information" means all information regardless of the form, date or party from whom it is transmitted, related to any of the insurance policies that comprise the Insurance Portfolios.
- The Bidder shall only use the Confidential Information for the purpose of evaluating a possible acquisition of the Insurance Portfolios. The Bidder shall not disclose any Confidential Information it receives from any source to any person, firm or corporation except employees of the Bidder and its affiliated companies who have a need to know the Confidential Information in connection with the possible acquisition of the Insurance Portfolios, and who have been informed of and agree to comply with the Bidder's obligations hereunder.
- Information shall not be deemed Confidential Information for purposes of this Agreement, and the Bidder shall have no obligation with respect to any such information, which: (a) is already known to the Bidder at the time of its disclosure; (b) is or becomes publicly known through no wrongful act of the Bidder; (c) is independently developed by the Bidder; or (d) the Bidder is advised by counsel is lawfully required to be disclosed to any government agency or is otherwise required to be disclosed by law. Notwithstanding the foregoing, Confidential Information disclosed pursuant to this Agreement shall remain confidential and subject to this agreement, notwithstanding that such information later becomes publicly known through any other lawful means.
- 4. All Confidential Information disclosed by the Receiver to the Bidder pursuant to this Agreement in tangible form (including, without limitation, information incorporated in

- 5. The Bidder acknowledges that nothing herein shall render the Receiver responsible for the accuracy of the Confidential Information.
 - 6. This Agreement shall be governed by the laws of the State of Florida.
- 7. The parties agree that any dispute with regard to this agreement will be subject to the jurisdiction of the United States District Court, Southern District of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

David Rosendorf, Esq.
Attorney for Roberto Martinez, Receiver for Mutual Benefits Corp. et al.
2525 Ponce De Leon, 9th Floor
Coral Gables, Florida 33134
Tel: (305) 372-1800

Name of Bidder

Address/Phone

MBC - BIDDER AFFIDAVIT OF NON-AFFILIATION

| STATE OF | | |) | | | |
|--|--|---|---|---|--|---|
| COUNTY OF | | |) ss:) | | | |
| Before | me, | | | | personally sworn, deposes a | |
| company name Mutual Benefi | e) ("Potentia ts Corporation | l Bidder") on Viatica | al Portfolio to be | icipate in the le conducted by | bidding for the at y Roberto Martínatical Services, In | ez, Receiver |
| concert with P officers, managor is in any STEINGER a/LOMBARDI, KENSINGTOI INVESTMEN'CAMDEN COnever been officers. | otential Bidd gers, employ manner affi k/a JOEL Si Defendants, N MANAGI TS, INC., ONSULTING ficers, agents | ler or on rees, agen liated in FEINER, VIATICAEMENT, P.J.L. C. G., INC., S., employ | Potential Bidder its, partners, or a any respect w LESLIE STEIN AL BENEFACT INC., RAINY CONSULTING, Relief Defendar | 's behalf, inclusions is restricted in MUTUAL GER a/k/a LE ORS, LLC, V CONSULTIN INC., SKS atts (the "Recent or any other | der, nor any persuding shareholder, lated to by blood BENEFITS COSLIE STEINER, TATICAL SERVIC CONSULTING, ivership Entities' persons in activity | rs, directors, or marriage DRP., JOEL and PETER ICES, INC., N GROVES INC., and '), and have |
| person or entit | y in any ma | nner affili | iated with the Re | eceivership En | o Martinez, as I tities shall receive Viatical Portfolio. | e any money |
| 4. acting in conc Corporation V | ert with, or | on behal | sents that none of | of the Receive quiring any in | rship Entities, no aterest in the Mu | r any person tual Benefits |
| FURT | HER AFFIA | NT SAYI | ETH NAUGHT. | | | |
| | | ature: t Name & | Title: | | | |
| The fine/who has pro- | foregoing i , 2007 roduced | nstrument, by as i | t was acknow | ledged befor who did/did r | re me this who is personal not take an oath. | day of ly known to |
| | | | Notary Public, | State of | | |

Exhibit B

CERTAIN TERMS OF SALE ORDER

The Sale Order shall approve and authorize Seller to sell and assign the Acquired Assets to Buyer in accordance with the terms of the Asset Purchase Agreement and shall include, without limitation, findings of fact and conclusions of law that:

- based on the record presented to the Court and all pleadings in the Receivership Proceeding and arguments by counsel and evidence and/or proffers presented and accepted, Buyer has acted in good faith and is a good faith purchaser of the Acquired Assets;
- Seller has the sole and absolute authority, on behalf of the Receivership Entities, to convey all claims, options, privileges, right, title and interest in, to and under the Acquired Assets:
- the sale of the Acquired Assets in accordance with the terms of the Asset Purchase Agreement is approved and Buyer and Seller are directed to consummate all of the transactions contemplated thereby;
- at Closing, Buyer will be vested with all claims, options, privileges, right, title and interest in, to and under the Acquired Assets, free and clear of all Encumbrances;
- Buyer shall have the right to from time to time obtain updated medical information regarding the viator/insured under each Policy, including (i) pursuant to 45 C.F.R. § 164.512(e)(1)(i), all health care providers who are served with a copy of the Sale Order and a written request by Buyer shall be authorized to immediately release copies to Buyer of all records relative to the care, treatment and health of the insured/viator under such Policy so requested by Buyer, for the purpose of predicting health and life expectancy; and (ii) each insured/viator under a Policy being required to provide Buyer with Health Insurance Portability and Accountability Act of 1996 compliance medical authorizations and contact information for all physicians and other medical providers who have treated such insured/viator since December 31, 2000, and any and all medical information generated since December 31, 2000 pertaining to such insured/viator's health and medical condition, and Buyer shall be entitled to seek enforcement of this provision as to any person; and
- the sale of the Acquired Assets 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 Acquired Assets to Buyer in accordance with the Asset Purchase Agreement.

Schedule 2.1

POLICIES

*Enclosed with Buyer's June 18, 2007 Bid letter

Schedule 2.1

Schedule 5.7

Buyer is a party to an agreement with Acheron Capital Ltd. ("Acheron") pursuant to which Buyer and Acheron agreed that (i) Buyer would submit a bid with respect to the Portfolio comprising the Policies on behalf of Buyer and Acheron and (ii) certain of the Policies would be allocated and transferred to Acheron (either directly from Seller or indirectly through Buyer) at the Closing if Buyer is the Successful Bidder with respect to such Portfolio.

SIDLEY COMMENTS - 8/1/07

NOTICE TO INVESTORS & INTERESTED PARTIES OF PROPOSED SALE OF POLICIES

On May 3, 2004 the SEC filed a complaint against Mutual Benefits Corporation ("MBC"), Viatical Services Inc. ("VSI") and Viatical Benefactors, LLC ("VBLLC"). In connection with that Complaint, the federal judge overseeing the SEC case, Judge Moreno, appointed Roberto Martínez as Receiver of MBC, VSI and VBLLC. Mr. Martínez is also the Receiver of Anthony Livoti and Anthony Livoti, P.A. but only in their capacity as named trustee with respect to the MBC policies. The Receiver was charged with the responsibility of overseeing the administration of over 7,000 policies, including the payment of premiums and the collection of death benefits. However, funds for premium payments will soon be exhausted, and the Receiver does not have enough money to continue paying the premiums on all policies until the policies mature.

On September 14, 2005, Judge Moreno entered an Order on Disposition of Policies and Proceeds (the "Disposition Order") directing the Receiver to give investors a choice between (a) selling their interest in a policy, (b) keeping the interest and paying the cost of administering the policy, including, in most instances, the payment of premiums, or (c) surrendering their interest in the policy. Most policies have several investors (in some cases over 100 investors) who have an interest in that particular policy. Under the Disposition Order, if the majority (measured by investment amount) of investors voted to sell a policy, then the investors' interests in the policy were to be assigned to the Receiver and the Receiver would seek to sell the policy, and investors are to receive their pro rata share of the proceeds less any expenses of sale. The Disposition Order provided for the Receiver to file a motion with the Court to approve a sale, and for investors to receive notice of that motion if a policy in which the investors have an interest is being sold.

Pursuant to the Disposition Order, on May 21, 2007, the Receiver sought bids for the purchase of certain of the policies which have been designated for sale, pursuant to Bidding Procedures which were outlined to the potential purchasers. The group offered for sale consisted of 1,949 policies, with a total face value of \$241,218,185, which were divided into four Portfolios. The Receiver received qualifying bids from five different bidders for the Portfolios, including at least two bids on each Portfolio, and in accordance with the Bidding Procedures, proceeded to conduct an auction of the Portfolios on June 22, 2007. After the conclusion of the auction, the Receiver identified the highest bid submitted for each Portfolio, and has determined that the highest bid submitted for the following three Portfolios are in the best interests of the Receivership and should be approved by the Court, and also that the next highest bid, or "Backup Bid," should be approved in the event that the bidder making the highest bid does not timely close.

Portfolio #1 (538 universal life, whole life and group universal life policies with aggregate face value of \$55,785,472 and net cash surrender value of \$560,602)

Highest Bid:

\$3,750,000 (Silver Point Capital Fund, L.P.)

Backup Bid:

\$3,500,000 (Fidelity Investment Corp.)

Portfolio #2 (660 universal life and whole life policies with aggregate face value of \$57,187,090 and net cash surrender value of \$3,010,226)

Highest Bid:

\$5,750,000 (Silver Point Capital Fund, L.P.)

Backup Bid:

\$5,500,000 (Castle Bay Investments P.L.C.)

Portfolio #4 (749 term, employer group, and association group policies with aggregate face value of \$63,698,123 and no cash surrender value)

Highest Bid:

\$1,500,000 (Silver Point Capital Fund, L.P.)

Backup Bid:

\$1,400,000 (Fidelity Investment Corp.)

You are receiving this Notice because a policy in which you have an interest is included in the foregoing Portfolios for which approval of the proposed sale is sought.

On August 9, 2007, the Receiver filed his Receiver's Motion to Approve Sales of Policies and Incorporated Memorandum of Law ("Bid 2," Portfolios #1, 2 and 4) ("Bid 2 Sale Motion") seeking approval of the sale of the policies in Portfolios #1, 2, and 4, including all beneficial interests therein, to the highest bidder as described above. The policies are to be sold pursuant to the terms and conditions of an Asset Purchase Agreement ("Asset Purchase



Agreement") between Silver Point Capital, L.P. and the Receiver. The Asset Purchase Agreement contains many terms and conditions that are described in greater detail in the Bid 2 Sale Motion. A copy of the Bid 2 Sale Motion, together with the Asset Purchase Agreement and the Bidding Procedures, is available on the Receiver's website, at www.mbcreceiver.com and can be obtained by requesting a copy from the Receiver at MBC, 43 South Pompano Parkway, PMB #112, Pompano Beach, Florida 33069.

The Asset Purchase Agreement provides for the sale of the Portfolios free and clear of all liens, claims, interests and encumbrances, including any beneficial interests in the policies held by any investor, even investors who did not vote in favor of disposition pursuant to the procedures established in the Disposition Order. Please refer to the Asset Purchase Agreement for all terms and conditions of the sale.

The Bid 2 Sale Motion does not seek to determine how the proceeds of the sale will be allocated and distributed to investors; the Receiver will file a further motion to address that issue after the sale has been completed. Any objections to the sale of the Portfolios in accordance with the Bid 2 Sale Motion pursuant to the terms and conditions described in the Asset Purchase Agreement must be raised by filing any such objections with the Court. The rules of the Court generally require that any oppositions to a motion be filed within ten days after service of the motion. As calculated under applicable rules, that date would be August 28, 2007. Any person who fails to file with the Court an objection to such sale of the Portfolios by August 28, 2007 will be deemed to have consented to such sale.

If you do not have any objection to the proposed sale of the Portfolios as described in this Notice (and as described in greater detail in the Bid 2 Sale Motion), you do not need to take any further action in response to this Notice. Your failure to object will not prevent you from filing a claim in the Receivership, will not constitute a basis for your claim in the Receivership to be denied, and will not result in unfair treatment of you in determining the ultimate recovery on your claim in the Receivership.

Portfolio 1

| AP# | INSURANCE COMPANY | POLICY#_ |
|------------|--|----------------------|
| 10-0000092 | Connecticut General Life | 020 773 312 |
| 10-0000278 | UNUM / Commercial Life | GUL-912 |
| 20-0000002 | Protective Life | B 00325628 |
| 50-0000071 | Farmers New World | 003 174 735 |
| 50-0000095 | MetLife | 0029055 |
| 70-0000018 | Connecticut General Life | 7017843 . |
| 90-0000018 | Great-West | 4809799 |
| 90-0000039 | Connecticut General Life | 020 680 529 |
| 90-0000045 | Allmerica Financial | L655326-00 |
| 90-0000104 | LINA | 060 021 229 |
| 90-0000152 | Reassure America / Royal Maccabees | 4018110 |
| 90-0000186 | Jackson National | 002 893 3390 |
| 90-0000195 | Universal Guaranty Life | HAOU C04751 |
| 90-0000227 | Farmers New World | 004 555 503 |
| 92-0000018 | American General / All American Life | 7P 1019526L |
| 92-0000038 | Physicians Life | 081 258 304 |
| 92-0000058 | First Fortis | 510016 |
| 92-0000063 | LINA | 060 021 740 |
| 99-0000130 | The Guardian Life Ins. Co. of America | 5931238 |
| 99-0000183 | National Benefit Life | 318 542 4 |
| 99-0000266 | Connecticut General Life | M102330 |
| 99-0000355 | Aetna | 017; Cert #: 3379994 |
| 99-0000394 | MetLife- | 897 230 185UL |
| 99-0000458 | Preferred Life | T96-0005900 |
| 99-0000534 | Sun Life of Canada | UL 0041489R |
| 99-0000611 | Life investors | 012 879 049 |
| 99-0000661 | Aliianz | 003 256 778 |
| 99-0000692 | American Fidelity Assurance Company / Mid | 94102928 |
| 99-0000737 | Universal Guaranty Life | HAIC 154668 |
| 99-0000753 | United of Omaha | DR-6116688 |
| 99-0000812 | Armed Force Benefit Assoc / John Hancock | WLC 1 A578601 |
| 99-0000846 | MetLife | 34707 |
| 99-0000889 | Life Investors Insurance Co. of America / Ac | 47-9600847 |
| 99-0000923 | Aetna | N39177560 |
| 99-0000950 | Reliastar / Bankers Security Life | TBL 685924 |
| 99-0001048 | MetLife | 203 241 641A |
| 99-0001054 | CONSECO / Mass General | 109 024 9620 |
| 99-0001126 | AMERICO / Onio State Life | T 1021045 |
| 99-0001150 | Jackson National Life ./ Life of Georgia | L1 00 0384 9664 |
| 99-0001178 | Western-Southern Life | W142456 |
| 99-0001183 | Allstate / American Heritage | 900 331 841U |
| 99-0001212 | Lincoln National Life / Colonial Life & Acc | 61-01293550 |
| 99-0001219 | MetLife | 202 405 180A |
| 99-0001230 | MetLife | 34707 |
| 99-0001257 | Connecticut General Life / MetLife | M102430 |
| 99-0001286 | UNUM | 338 |
| 99-0001305 | MetLife | 963 005 929UL |
| 99-0001378 | Jefferson National Life / CONSECO / Great | 142 888 6900 |
| 99-0001402 | Allmerica Financial | 1,622377-00 |
| 99-0001432 | American General / Old Line Life | 1680655L |
| 99-0001462 | Jackson National | 002 893 4690 |
| 99-0001471 | -State Farm | LF-0897-9168 |
| 99-0001540 | UNUM | 831 |
| 99-0001554 | USLife | 1098630L |
| | | |

| AP# | INSURANCE COMPANY | POLICY# |
|-------------------------------|---|---------------|
| 10-0000266 | MassMutual / CM Life | 6 190 267 |
| 10-0000532 | Genworth Life and Annuity Insurance Compa | 1984870 |
| 50-0000039 | Protective Life / Empire General | 00343729 |
| 50-0000085 | Jefferson-Pilot Life | 2048490 |
| 50-0000101 | Protective Life / Empire General Life | 00444167 |
| 70-0000019 | Texas Life | UL 0702558 |
| 90-0000022 | AAA Life | 53-9100105-2 |
| 90-0000040 | Transamerica Life / Transamerica Assurance | 92335668 |
| 90-0000076 | Allianz / Life USA | 1033866 |
| 90-0000123 | HARTFORD LIFE | OGL23457 |
| 90-0000166 | LINA | 060021468 |
| 90-0000187 | Connecticut General Life | M100860 |
| 90-0000204 | Western Reserve Life | 01A0219639 |
| 92-0000016 | Valley Forge / CNA | 84034470 |
| 92-0000020 | Genworth Life and Annuity Insurance Compa | 2964821 |
| 92-0000054 | Unity Mutual Life | 100 014 579 |
| 92-0000060 | Allianz | 002 759 616 |
| 92-0000070 | Prudential / MetLife | 21342G |
| 99-0000173 | Connecticut General Life | L104390 |
| 99-0000243 | Prudential | B4 117 974 |
| 99-0000281 | UNUM | 760 |
| 99-0000378 | UNUM/PROVIDENT LIFE | N-405 |
| 99-0000415 | Jackson National | 002 893 5260 |
| 99-0000473 | Trustmark | AL5188 |
| 99-0000594 | UNUM | LAL143385 |
| 99-0000638 | Union Labor Life | UL106285 |
| 99-0000674 | Hartford Life | 101 LU1147892 |
| 99-0000702 | Principal Life | 70061 |
| 99-0000738 | Physicians Life | 081 214 204 |
| 99-0000805 | Penn Mutual | 7836206 |
| 99-0000819 | UNUM Provident | 08D-5199643 |
| 99-0000850 | Union Central Life | 04221049 |
| 99-0000898 | Western-Southern Life | 02672245 |
| 99-0000949 | Union Security Insurance Company / Fortis B | W652974 |
| 99-0001025 | MetLife | 854 347 148UL |
| 99-0001052 | NACOLAH : | 627 824 8681 |
| 99-0001058 | Transamerica Occidental | 60109588 |
| 99-0001133 | American General / Old Line Life | 2016184L |
| 99-0001176 | MetLife | 844 756 592UL |
| 99-0001181 | CUNA Mutual | 000448607 |
| 99-0001207 | Sterling Investors Life / Grand Pacific Life In | 60084678 |
| 99-0001213 | National Benefit Life | 397 345 9 |
| 99-0001227 | Connecticut General Life | 2007634 |
| 99-0001240 | ING / Life of Georgia | 851 712 522 |
| 99-0001274 | Jefferson-Pilot Life | VPB 129170 |
| 99-0001287 | Minnesota Life | 0050033 |
| 99-0001322 | MetLife | A28064G |
| 99-0001322 | Farmers New World | 4 630 934U |
| 99-0001409 | American General | 019 341 7222 |
| 99-0001459 | Principal Life | 01178 |
| 99-0001459 | CONSECO / Mass General | 109 006 7255 |
| — 99-0001465 — 99-0001535- | CIGNA (METLIFE IS GUL) | 113176 |
| | Allianz | 003 256 743 |
| 99-0001547 | | 2711702 |
| 99-0001555 | Chubb Life / Jefferson Pilot | 4111794 |

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| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|----------------------|
| 99-0001627 | Colonial Life | 6-021-6254-7-0 |
| 99-0001678 | Allstate | 746 255 883 |
| 99-0001687 | Principal Life | 3801944 |
| 99-0001702 | Anthem Life | 05-G0001005 |
| 99-0001733 | UNUM | LAL134929 |
| 99-0001772 | CONSECO / Lamar Life | 36 000545071 |
| | State Farm | LF-1280-3250 |
| 99-0001822 | Aetna | N39 191 360 |
| 99-0001867 | CONSECO / Mass General | 109 017 7321 |
| 99-0001929 | | U250 069 7578 |
| 99-0001965 | Midland National / Life Investors UNICARE Life & Health / John Hancock | |
| 99-0002000 | | 26401-000711-02-01 |
| 99-0002043 | Life Investors Ins. Co. of America / Academy | 47-9644587 |
| 99-0002062 | MetLife | 1681120 |
| 99-0002080 | Connecticut General Life | M102970 |
| 99-0002126 | Guarantee Trust | MML0386414 |
| 99-0002152 | Americo Life & Annuity / Great Southern Lif | 1580909 |
| 99-0002185 | CONSECO / Mass General | 109 018 3398 |
| 99-0002213 | First Penn Pacific | 108211 |
| 99-0002250 | MetLife | 983 405 501M |
| 99-0002299 | Physicians Life | 082 539 725 |
| 99-0002321 | Union Central Life | 04188530 |
| 99-0002339 | MetLife | 90416; Cert #: 17099 |
| 99-0002383 | ING/Security Life of Denver/Southland Life | 060 008 8343 |
| 99-0002431 | UNUM | LAL-134111 |
| 99-0002474 | Connecticut General Life | M103310 |
| 99-0002520 | Aetna | N39 153 200 |
| 99-0002541 | Occidental Life | 210 590 557X |
| 99-0002552 | Liberty Life | XF 10359872 |
| 99-0002577 | CNA | 84055602 |
| 99-0002602 | Colonial Life (admin) / Lincoln Life | 6-102-0879-5-0 |
| 99-0002633 | MetLife | 203 073 960A |
| 99-0002655 | Valley Forge Life Insurance Company / Sout | 091 000 1929 |
| 99-0002678 | Fidelity Security | FL683A-764979 |
| 99-0002706 | ING Reliastar / Security Connecticut Life | 005014305D |
| 99-0002756 | Allianz | 003 239 215 |
| 99-0002761 | American General / USLife | 1115640L |
| 99-0002793 | Prudential | B4 101 421 |
| 99-0002824 | Globe Life and Accident | 00B380921 |
| 99-0002891 | American General / Old Line Life | 1336650L |
| 99-0002904 | Farmers New World | 003 460 715U |
| 99-0002946 | Phoenix Life | N 00005615 |
| 99-0002961 | Midland National | 1502594667 |
| 99-0002993 | LINA / CIGNA | 060 021 023 |
| 99-0003060 | Thrivent Financial for Lutherans / Aid Asso f | 06814474 |
| 99-0003122 | AMERICO / Ohio State Life | T1183488 |
| 99-0003178 | Connecticut General Life | 010 067 233 |
| 99-0003220 | American Fidelity / Mid-Continent | 0193502152 |
| 99-0003220 | JCPenney Life | 72L 4400848 |
| 99-0003297 | LINA / CIGNA | 060 021 592 |
| 99-0003237 | Stonebridge Life / JCPenney Life | 25243 |
| 99-0003348 | MetLife | 98047 |
| | Western Life Assurance | 15-B0438522 |
| 99-0003409 | AVIVA / Commercial Union Life / CGU Life | WP 302740 |
| 99-0003429 | | 01 0376901 |
| 99-0003460 | CONSECO / United Presidential | VPB 753645 |
| 99-0003467 | Jefferson-Pilot Life | UO136222 |
| 99-0003508 | American National | |
| 99-0003534 | Physicians Life | 081 319 063 |

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| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|----------------------|
| 99-0001650 | Commonwealth Annuity & Life / Allmerica F | V0582445-75 |
| 99-0001680 | MetLife | 91003-248-78-3757-0 |
| 99-0001696 | Trustmark | L58677 |
| 99-0001722 | Provident Life & Accident | 10G 3552178 |
| 99-0001771 | American General | 83009214 |
| 99-0001819 | UNUM/Provident | 24423623101 |
| 99-0001859 | Baltimore Life / The Life of Maryland Co. | 011 0109 3432 |
| 99-0001884 | New York Life | 62 095 498 |
| 99-0001939 | OM Financial Life Insurance Company / Fide | 0036019 |
| 99-0001967 | Transamerica Life of NY / First Transamerica | 765307200 |
| 99-0002021 | American General / All American Life / US L | J1341432L |
| 99-0002020 | TIAA | 0-501979-5 |
| | Hartford Life | LU1058926 |
| 99-0002066 | Connecticut General Life | 020 438 151 |
| 99-0002105 | | 028714 |
| 99-0002139 | Erie Family Life | |
| 99-0002164 | TIAA | 0 501030-1 |
| 99-0002210 | Jefferson-Pilot Life / Chubb Life | 6517962 |
| 99-0002219 | Modern Woodmen of America | 7085472 |
| 99-0002258 | Connecticut General Life | M102520; Cert #: 021 |
| 99-0002301 | Modern Woodmen of America | 6608986 |
| 99-0002325 | CONSECO / Mass General | 109 016 0985 |
| 99-0002341 | Standard Insurance | SG0792505 |
| 99-0002397 | CONSECO / Mass General | 109 019 9208 |
| 99-0002443 | MetLife | 203 185 718A |
| 99-0002477 | Connecticut General Life | M103800 |
| 99-0002530 | Prudential | B4 112 087 |
| 99-0002551 | Beneficial Life | BL 1007956 |
| 99-0002556 | Physicians Life | 081 033 616 |
| 99-0002592 | Union Labor Life | UL101280 |
| 99-0002632 | Connecticut General Life | M101960 |
| 99-0002636 | Connecticut General Life | M103800 |
| 99-0002662 | American General / American Franklin Life | U1 53280080 |
| 99-0002703 | MetLife | 852 116 492UL |
| 99-0002733 | Nationwide | B102004240 |
| 99-0002757 | Allianz | 2695276 |
| 99-0002779 | MetLife | 967 216 563UM |
| 99-0002821 | Valley Forge / CNA | VMTU000846 |
| 99-0002862 | Aetna | N39181070 |
| 99-0002895 | Prudential | 903946 |
| 99-0002931 | Wilton Reassurance Life Company of New Y | LN 00103690 |
| 99-0002955 | ING / Reliastar Bankers Security | TBL 587498 |
| 99-0002975 | Prudential | 96274; Cert. #: 0304 |
| 99-0003056 | The Lincoln National Life Insurance Compan | VPB 180567 |
| 99-0003071 | Fort Dearborn Life / Highmark Life Insuranc | 00073 |
| 99-0003126 | ING Reliastar / Security Connecticut Life | SC0729213X |
| 99-0003197 | Allianz | 002 761 749 |
| 99-0003231 | MetLife | 202 405 536A |
| 99-0003271 | Transamerica Occidental | 60114087 |
| 99-0003271 | AXA/Equitable / The Equitable | 38 228 539 |
| 99-0003335 | Allstate / American Heritage | 400 548 982U |
| 99-0003362 | MetLife MetLife | 203 178 487A |
| 99-0003362 | MassMutual / MML Baystate Life | 7 894 489 |
| · | Provident Life & Accident | 10R 3428242 |
| 99-0003430 | | 32851-5283716D |
| 99-0003465 | Provident Life & Accident | 972 706 880UM |
| 99-0003480 | | L-U-000016730 |
| 99-0003522 | Shelter Life | |
| 99-0003539 | CONSECO / Mass General | 109 023 8924 |

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| AP# | INSURANCE COMPANY | POLICY# |
|-------------|---|-----------------|
| 99-0003586 | Genworth Life and Annuity Ins Co / Life of | N 02418861 |
| 99-0003624 | Mass General / CONSECO | 109 024 1346 |
| 99-0003632 | Reassure America / Royal Maccabees | 04024477 |
| 99-0003634 | William Penn Life | 070 002 4621 |
| | Life Investors | 110012151349 |
| 99-0003689 | RBC / Liberty Life | CF 20005949 |
| | | 9G1499182 |
| 99-0003713 | ING Life Insurance & Annuity Co / Aetna | 010 327 9564 |
| 99-0003724 | Time Ins. Co / FORTIS | |
| 99-0003752 | CONSECO / Mass General | 109 019 5479 |
| 99-0003758 | Great-West Life & Annuity | 4999153 |
| 99-0003822 | ING Life Ins & Annuity Co / Aetna | G1557283 |
| 99-0003843 | USLife | 1128563L |
| 99-0003877 | Thrivent Financial for Lutherans / Lutheran | 2269843 |
| 99-0003887 | Protective Life . | B 00082832 |
| 99-0003899 | Physicians Life | 082 587 322 |
| 99-0003918 | Connecticut General Life | M102260 |
| 99-0003953 | Washington National / Bankers National Life | 010 067 8403 |
| 99-0003975 | Life of Georgia | LI 00 0322 3323 |
| 99-0004030 | Security Life | 0487055619 |
| 99-0004062 | USLife | 1141902L |
| 99-0004098 | American-Amicable | 001 273 505U |
| 99-0004146 | CONSECO / Philadelphia Life | 230 004 9743 |
| 99-0004162 | Veterans Life | 01GU-C36R |
| 99-0004169 | Reliastar Life Insurance Company | 0091277-8 |
| 99-0004183 | Pan American Life | 920 088 4050 |
| 99-0004201 | Prudential / Aetna U.S. Healthcare | X0076536 |
| 99-0004219 | Lincoln National Life | 20-07311055 |
| 99-0004226 | Great American / Manhattan National Life | 04 EE9532416 |
| 99-0004235 | First Capital Life / Pacific Mutual | 021305201M |
| 99-0004257 | Protective Life | B00259897 |
| 99-0004286 | National Guardían | 0471512 |
| 99-0004292 | CONSECO / Lamar Life | 36 000551436 |
| 99-0004330 | CONSECO / United Presidential | 01 0399682 |
| 99-0004412 | Mass General / CONSECO | 109 016 2788 |
| 99-0004448 | Principal Life | 4415320 |
| 99-0004452 | Woodmen of the World Life Ins. Society | 4711461 |
| 99-0004494 | MetLife | 204 056 385A |
| 99-0004512 | New England | OU120974 |
| 99-0004517 | MetLife | 973 605 191UL |
| 99-0004531 | Transamerica Occidental | 92033753 |
| 99-0004562 | Physicians Life | 082 801 154 |
| 99-0004584 | Sentry Life | 54-63322-B |
| 99-0004584 | MetLife | 104163 |
| | Western-Southern Life | W10218639 |
| 99-0004649 | | |
| 99-0004659 | Life of Georgia | L1 00 0392 7490 |
| 99-0004707 | MetLife | 98046 |
| 99-0004730 | MONY | GU 22203G |
| 99-0004780 | Reliastar Bankers Security | TBL 700987 |
| 99-0004809 | Nationwide County is | N990163780 |
| 99-0004821 | Connecticut General Life | M600610 |
| 99-0004856 | Protective Life / Interstate Assurance | 00269931 |
| 99-0004916 | Connecticut General Life | 2010174 |
| 99-0004921 | Continental General Life | 2458703 |
| 99-0004939 | AIG Life Insurance Company | L01411910 |
| 99-0005009- | Mutual of Omaha / Companion Life | |
| 99-0005015 | Woodmen of the World Life Ins. Society | 4988069 |
| 99-0005051 | Union Central Life | 04256781 |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|----------------|
| 99-0003591 | ACACIA Mutual Life | 403 046 1933 |
| 99-0003630 | Aetna | N39 200 450 |
| 99-0003633 | Bankers Life and Casualty | 7 316 898 |
| 99-0003654 | UNUM | GUL-895 |
| 99-0003682 | Sunset Life | U 0205968 |
| 99-0003709 | Alistate | 793 277 269 |
| 99-0003709 | Life Investors Insurance Co. of America / Ac | 47-9496722 |
| 99-0003717 | Connecticut General Life | M102880 |
| 99-0003727 | Minnesota Life | 2 319 631 |
| 99-0003799 | State Farm | |
| | | LF-1127-0532 |
| 99-0003824 | State Farm | LF-1307-0098 |
| 99-0003872 | Kansas City Life | 2610337 |
| 99-0003886 | New England | U064465 |
| 99-0003892 | Companion Life / Mutual of Omaha | 5008673 |
| 99-0003917 | Farmers & Traders | 0302015 |
| 99-0003924 | Great-West | 4809962 |
| 99-0003963 | MetLife | 973 503 122UM |
| 99-0004027 | Mass General / CONSECO | 109 017 3119 |
| 99-0004059 | Connecticut General Life | M103050 |
| 99-0004066 | Connecticut General Life | 010 941 283 |
| 99-0004106 | Bankers Life and Casualty | 7 245 546 |
| 99-0004151 | MetLife | 922 704 30 LUL |
| 99-0004167 | MetLife | 978 006 384UM |
| 99-0004176 | LINA | 030 599 078 |
| 99-0004191 | Aetna | N39 147 790 |
| 99-0004207 | Shelter Life | U0000 65139 |
| 99-0004221 | Federal Life | FF0581776 |
| 99-0004232 | MetLife | 203 181 946UM |
| 99-0004251 | Valley Forge / CNA | 01808442 |
| 99-0004272 | MetLife | 973 505 383UL |
| 99-0004287 | Protective Life Insurance Company / Chase I | FK5053833 |
| 99-0004301 | National Guardian | 0471465 |
| 99-0004332 | Connecticut General Life | 010 428 810 |
| 99-0004437 | Valley Forge / CNA | 01808477 |
| 99-0004449 | Monumental Life / Peoples Security | PBP 0065050 |
| 99-0004460 | Colonial Life | 6-069-8907-7-0 |
| 99-0004495 | Protective Life / Interstate Assurance | 00315377 |
| 99-0004513 | CONSECO / Philadelphia Life | 230 008 3474 |
| 99-0004530 | Transamerica Occidental | 92403674 |
| 99-0004539 | Woodmen of the World Life Ins. Society | 4404997 |
| 99-0004572 | Provident Life & Accident | IOR 3431237 |
| 99-0004615 | Lincoln National Life | 20-07192837 |
| 99-0004622 | Conseco / Mass General | 109 017 2517 |
| 99-0004658 | MetLife | 982 604 961UM |
| 99-0004680 | Principal Life | 5002465 |
| 99-0004726 | New York Life | 62 752 305 |
| 99-0004744 | Farmers New World | 005 407 925U |
| 99-0004793 | AXA/Equitable / The Equitable | 154 203 259 |
| 99-0004820 | Modem Woodmen of America | 7231278 |
| 99-0004827 | UNUM | 735 |
| 99-0004895 | Connecticut General Life | M103650 |
| 99-0004920 | Beneficial Life | BL2015838 |
| 99-0004927 | ING Reliastar | 735145 |
| 99-0004971 | Kansas City Life | 2736121 |
| 99-0005013 | | 7200690 |
| 99-0005026 | CONSECO / Philadelphia Life | 239 001 0684 |
| 99-0005060 | MetLife | 987 301 963UL |
| ** ******* | | |

| AP# | INSURANCE COMPANY | POLICY# |
|-------------|--|-----------------|
| 9-0005069 | Penn Mutual | 7379727 |
| 9-0005104 | CONSECO / Philadelphia Life | 500 002 5437 |
| 9-0005121 | Provident Life & Accident | 3426026R |
| 9-0005149 | Nationwide | B 100939710 |
| 9-0005191 | Connecticut General Life | M101500 |
| 9-0005199 | State Farm | LF-1341-1260 |
| 9-0005226 | Allstate | 725 740 401 |
| 99-0005275 | MetLife | 338361 |
| 9-0005279 | American States Life / SAFECO | 010 088 5773 |
| 9-0005292 | CONSECO / Mass General | 109 029 6534 |
| 9-0005311 | ING Life Ins & Annuity Co / Aetna | 9S 0072424 |
| 9-0005328 | Lincoln National Life / Actna | 7171043 |
| 9-0005352 | Connecticut General Life | M103300 |
| 9-0005362 | MetLife | 890 975 246UL |
| 9-0005409 | Connecticut General Life | G600110 |
| 9-0005428 | CONSECO / United Presidential | 01 0415158 |
| 99-0005469 | Jefferson-Pilot Life | VPB 035777 |
| 9-0005535 | Nationwide | B 172785870 |
| 9-0005555 | Minnesota Life | 2 343 761 |
| 9-0005570 | Physicians Life | 082 900 550 |
| 9-0005596 | National Benefit Life | 010 154 7323 |
| 99-0005602 | Connecticut General Life | M101960 |
| 99-0005619 | Philadelphia Life | 230 011 4629 |
| 9-0005628 | Southland Life / Equitable of lowa | 06 0009 8953 |
| 99-0005663 | CONSECO / Philadelphia Life | 230 010 0112 |
| 9-0005694 | Bankers United / Life Investors | 310 011983935 |
| 99-0005749 | Auto-Owners Life | 021-336003-0 |
| 99-0005758 | Midland National | 150 273 5215 |
| 99-0005778 | Provident Life & Accident | 08D5448200 |
| 99-0005831 | Lincoln National Life | 61-02472310 |
| 99-0005839 | Commonwealth Annuity & Life Ins. Co. / All | V611699-00 |
| 99-0005843 | Illinois Mutual | 168073 |
| 99-0005889 | Western-Southern Life | W10672925 |
| 99-0005897 | CONSECO / United Presidential | 01 0426892 |
| 99-0005908 | Jackson National Life/., Life of Georgia | L1 00 0343 4984 |
| 99-0005920 | UNUM | 839 |
| 99-0005963 | The Equitable | 37 655 459 |
| 99-0005968 | CNA | UNNE 000008 |
| 99-0005968 | | CL 5021993 |
| 99-0006015 | Time Ins Co / Fortis | T944785 |
| | | 50293946 51 |
| 99-0006034 | Transamerica Life / Transamerica Assurance | 50 P2406582 |
| 99-0006036 | | 2634322 |
| 99-0006054 | Kansas City Life | 070 010 187 |
| 99-0006095 | · · · · · · · · · · · · · · · · · · · | M103800 |
| 99-0006112 | | ~ |
| 99-0006117 | | 707 208 482 |
| 99-0006123 | | 33102028 |
| 99-0006184 | | 0317464 |
| 99-0006201 | Western-Southern Life | W10244144 |
| 99-0006251 | _ | LF-1178-5931 |
| 99-0006274 | | 996 603 931A |
| 99-0006290 | | 2209897L |
| 99-0006323 | | RA 0820186A |
| 99-0006335 | CONSECO | 109 030 7629 |
| 99-0006346 | Minnesota Life | 005003 3000820 |
| 99-0006404 | | 807 000 912G |
| 99-0006434 | ING Life Ins & Annuity Co / Aetna | 9G 1505771 |
| | | |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|---|----------------|
| 99-0005089 | Guarantee Trust | MML 0416674 |
| 99-0005110 | EMC National Life Company / Employers M | 00155840 |
| 99-0005123 | Colonial Life | 6-063-8486-5-0 |
| 99-0005166 | Valley Forge / CNA | ULPP 000184 |
| 99-0005196 | Security Benefit Life | 015 598 9540 |
| 99-0005219 | CONSECO / United Presidential | 01 0412967 |
| 99-0005242 | MetLife | 91018 |
| 99-0005277 | Transamerica Life / Transamerica Assurance | 50245757 |
| 99-0005285 | CONSECO / United Presidential | 01 0409877 |
| 99-0005308 | Occidental Life | 270 979 45OH |
| 99-0005319 | Colonial Life | 6-056-8200-4-0 |
| 99-0005339 | Monumental Life / Commonwealth Ins | UL 0041282 |
| 99-0005357 | Connecticut General Life | M103050 |
| 99-0005395 | Alistate | 778 882 895 |
| 99-0005421 | Transamerica Occidental | 92349487 |
| 99-0005440 | Principal Life | 4507708 |
| 99-0005528 | Provident Life & Accident | 3553037G |
| 99-0005540 | Transamerica Occidental Life | 60114081 |
| 99-0005569 | MetLife | 988 105 994UL |
| 99-0005571 | Protective Life Insurance Company / Chase I | ZL-6352290 |
| 99-0005597 | National Benefit Life | 010 154 7434 |
| 99-0005611 | Thrivent Financial for Lutherans / Aid Asso f | 07259952 |
| 99-0005626 | ING/Security Life of Denver/Southland Life | 060 004 2753 |
| 99-0005648 | MetLife | 91018 |
| 99-0005666 | MetLife | 982 605 094UM |
| 99-0005736 | New York Life (AARP) | AA-05 |
| 99-0005750 | Security Benefit Life | G-56532910 |
| 99-0005768 | State Farm | LF-1422-7665 |
| 99-0005787 | American General / Franklin Life | UM 0003498L |
| 99-0005837 | First Penn Pacific | 905874 |
| 99-0005842 | ING/Security Life of Denver/Southland Life | 060 003 4125 |
| 99-0005877 | Genworth Life and Annuity Insurance Compa | 2753408 |
| 99-0005896 | ING Life Ins & Annuity Co / Aetna | 98 0015064 |
| 99-0005901 | CNA | 87030729 |
| 99-0005911 | Provident Life & Accident | 08D5474897 |
| 99-0005934 | Provident Life & Accident | 08D5479512 |
| 99-0005964 | ING Life Ins & Annuity Co / Aetna | 9G1617237 |
| 99-0005979 | Trustmark | 510170520 |
| 99-0006012 | Southern Farm Bureau Life | 472534U |
| 99-0006029 | Reliastar | GW 912778 5792 |
| 99-0006035 | Kansas City Life | 2618630 |
| 99-0006041 | CONSECO / Mass General | 109 030 9130 |
| 99-0006065 | Monumental Life / Commonwealth Ins | UL 8039505 |
| 99-0006103 | MetLife | 949 055 090UM |
| 99-0006113 | Midland National | 150 141 1553 |
| 99-0006120 | Surety Life | A 6381060 |
| 99-0006158 | | M103800 |
| 99-0006199 | | 019 102 4263 |
| 99-0006213 | | 60114139 |
| 99-0006255 | | |
| 99-0006289 | | 993 005 600UM |
| 99-0006293 | | |
| 99-0006325 | | 051 183 4790 |
| 99-0006344 | | 10-04246073 |
| 99-0006382 | | 1678470L |
| 99-0006420 | | M102430 |
| 99-0006443 | Prudential | 24020 |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|---|----------------------|
| 99-0006449 | AIG Life | PR 9741404 |
| 99-0006459 | American General | 196 054 438 |
| 99-0006500 | Transamerica Occidental / Transamerica Ass | 65001687 |
| 99-0006511 | MetLife | 997 101 050UM |
| 99-0006561 | Provident Life & Accident | 08D5334733 |
| 99-0006572 | Connecticut General Life | M103800 |
| 99-0006583 | Allstate | 790 849 626 |
| 99-0006603 | AFLAC New York | 345256 |
| 99-0006643 | MetLife | 993 305 295UM |
| 99-0006675 | Union Security Insurance Company / Fortis B | 00652344 |
| 99-0006686 | Connecticut General Life | M102880 |
| 99-0006696 | American General / All American Life | D 0077529L |
| 99-0006710 | Bankers Life and Casualty | 7 237 149 |
| 99-0006738 | American General | A44094703G |
| 99-0006747 | MetLife | 992 605 495UM |
| 99-0006774 | Jackson National | 002 892 6980 |
| 99-0006818 | SBLI of NY | 34-0245947 |
| 99-0006861 | MetLife | 200 041 484M |
| 99-0006880 | Monumental Life | MM 3239491 |
| 99-0006913 | American General | A10126991L |
| 99-0006917 | Central United | 0075 2070833 |
| 99-0006934 | Western-Southern Life | W84443 |
| 99-0006939 | Connecticut General Life / MetLife | M10226A |
| 99-0006954 | Genworth Life and Annuity Insurance Compa | 1667876 |
| 99-0007068 | MetLife | 200 170 942A |
| 99-0007124 | Physicians Life | 081 395 109 |
| 99-0007148 | Guarantee Trust | MMI.0399724 |
| 99-0007186 | Farmers New World | 0 374 947 |
| 99-0007217 | United of Omaha | 4529147 |
| 99-0007224 | UNUM Provident | B3343892 |
| 99-0007331 | American General / All American Life | D0092737L |
| 99-0007343 | Prudential / American International Life | 2012477 |
| 99-0007448 | Connecticut General Life | M101710 |
| 99-0007497 | Aetna | N39 144 140 |
| 99-0007732 | ING/Security Connecticut | 1047256R |
| 99-0008030 | Reliastar Life / Northwestern National Life / | 0091277-8 0000010 |
| 99-0008041 | Aetna | N39 118 940 |
| 99-0008118 | Minnesota Life | 0050033 |
| 99-0008231 | Time Ins Co / FORTIS / Time Ins Co | 865513 |
| 99-0008246 | Philadelphia Life | 232 290 138P |
| 99-0008547 | UNUM | 366; Cert #: 2911921 |
| 99-0008549 | Canada Life | 3527903 |
| 99-0009002 | MetLife | 206 146 574A |
| 99-0009007 | Reliastar Life Insurance Company | 0091277-8 |

| 99-0006455 State Farm LF-0932-162: 99-0006461 The Lincoln National Life Ins Co / Jefferson- JP4409234 99-0006507 Allianz / Life USA 2702210 99-0006527 Jackson National 000 621 5690 99-0006567 Protective Life B00166095 99-0006573 Connecticut General Life M103800 99-0006600 Southwestern Life / Security Life & Trust 003 008 5170 99-0006607 AFLAC New York / American Health & Life 130204 99-000669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392T 99-0006743 Connecticut General Life M103080 | |
|--|-------------|
| 99-0006507 Allianz / Life USA 2702210 99-0006527 Jackson National 000 621 5690 99-0006567 Protective Life B00166095 99-0006573 Connecticut General Life M103800 99-0006600 Southwestern Life / Security Life & Trust 003 008 5170 99-0006607 AFLAC New York / American Health & Life 130204 99-000669 USLife I512964 99-0006678 Connecticut General Life M100860 99-000689 MetLife 864 915 381L 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392L | |
| 99-0006527 Jackson National 000 621 5690 99-0006567 Protective Life B00166095 99-0006573 Connecticut General Life M103800 99-0006600 Southwestern Life / Security Life & Trust 003 008 5170 99-0006607 AFLAC New York / American Health & Life 130204 99-000669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-0006689 MetLife 864 915 381L 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392U | |
| 99-0006567 Protective Life B00166095 99-0006573 Connecticut General Life M103800 99-0006600 Southwestern Life / Security Life & Trust 003 008 5170 99-0006607 AFLAC New York / American Health & Life 130204 99-000669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-000689 MetLife 864 915 381L 99-000697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392U | |
| 99-0006573 Connecticut General Life M103800 99-0006600 Southwestern Life / Security Life & Trust 003 008 5170 99-0006607 AFLAC New York / American Health & Life 130204 99-000669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-000689 MetLife 864 915 381L 99-000697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392L | |
| 99-0006600 Southwestern Life / Security Life & Trust 003 008 5170 99-0006607 AFLAC New York / American Health & Life 130204 99-0006669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-0006689 MetLife 864 915 381L 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392L | |
| 99-0006607 AFLAC New York / American Health & Life 130204 99-0006669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-0006689 MetLife 864 915 381L 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392L | |
| 99-0006669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-0006689 MetLife 864 915 381L 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392L | |
| 99-0006669 USLife 1512964 99-0006678 Connecticut General Life M100860 99-0006689 MetLife 864 915 381L 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392L | |
| 99-0006689 MetLife 864 915 381U 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392U | |
| 99-0006697 MetLife 200 062 997A 99-0006723 MetLife 200 066 392T | |
| 99-0006723 MetLife 200 066 392L | IL. |
| | |
| | IM |
| | |
| 99-0006748 MetLife 996 909 530A | |
| 99-0006790 Allstate 790 745 565 | |
| 99-0006828 MetLife 200 029 341A | |
| 99-0006877 ING / Reliastar / Security Connecticut Life 005 000 2021 |) |
| 99-0006899 MetLife 33402 | |
| 99-0006914 USLife 1600081 | |
| 99-0006930 MetLife 982 706 016U | JM |
| 99-0006935 Americo Financial / College Life / Union Fid 500 199 3310 | |
| 99-0006952 MetLife 200 101 8821 | ıM |
| 99-0006957 Genworth Life and Annuity Insurance Compa 2 964 795 | |
| 99-0007123 UNUM / Commercial Life 760 | |
| 99-0007138 UNUM 852 | <u> </u> |
| 99-0007165 Prudential 96692 | |
| 99-0007198 USLife 1199340L | |
| 99-0007219 USLife UD000679N | |
| 99-0007326 ING Reliastar / Security Connecticut Life SC0813648W | , |
| 99-0007336 Connecticut General Life M102290 | |
| 99-0007407 Transamerica Occidental 92174913 | |
| 99-0007453 Physicians Life 081 356 458 | ^ |
| 99-0007506 Connecticut General Life M102600 | |
| 99-0008029 Minnesota Life 0050080 | |
| 99-0008040 Aetna N39 027 420 | |
| 99-0008117 Bankers Life and Casualty 5 056 474 | |
| 99-0008155 Monumental Life 81M 011199 | |
| 99-0008243 Western-Southern Life 43212748 | |
| 99-0008284 Aetna 016687 | |
| 99-0008548 Canada Life 3337866 | |
| 99-0008590 Mass Mutual/CM Life 0001 | |
| 99-0009006 Nationwide L033002830 | |

Portfolio 2

| AP# | INSURANCE COMPANY | POLICY# | _AP# | INSURANCE COMPANY | POLICY# |
|------------|---|----------------------------------|------------|---|---------------|
| 10-0000005 | Surety Life | A 5679020 | 10-0000020 | UNUM | LAL-127843 |
| 10-0000021 | Protective Life | C 00535881 | 10-0000022 | MetLife | 987 704 857UL |
| 10-0000029 | Valley Forge / CNA | ULBA 000131 | 10-0000034 | UNUM | LAL-130313 |
| 10-0000038 | Physicians Life | 081 357 958 | 10-0000065 | Security Life of Denver | 048 7016619 |
| 10-0000066 | Valley Forge / CNA | CCTU 000185 | 10-0000071 | Reliance Standard Life | RA 0819939A |
| 10-0000112 | CONSECO / United Presidential | 01 0416109 | 10-0000118 | New York Life | 38 300 782 |
| 10-0000120 | Provident Life & Accident | 10G 3553042G | 10-0000134 | Connecticut General Life / IBS | 070 010 179 |
| 10-0000140 | State Farm | LF-1454-8810 | 10-0000144 | Valley Forge / CNA | 01803761 |
| 10-0000186 | Prodential | 77 376 697 | 10-0000189 | New York Life | 38 300 889 |
| 10-0000198 | Genworth Life and Annuity Insurance Compa | 5213561 | 10-0000215 | Western Reserve Life | 01B0357377 |
| 10-0000216 | UNUM | 772 | 10-0000220 | Transamerica Life / Transamerica Assurance | 50394271 |
| 10-0000210 | Transamerica Life / Transamerica Assurance | 92025326 | 10-0000228 | Genworth Life and Annuity Insurance Compa | 5211306 |
| 10-0000227 | MetLife | 959 452 880A | 10-0000242 | Alistate | 733 863 841 |
| 10-0000241 | New York Life | 38 309 049 | 10-0000260 | Wellpoint Life / Blue Cross Life & Health | 569-45-4382 |
| 10-0000253 | Principal Life | 4486222 | 10-0000294 | Industrial Alliance Pacific / North West Life | 959 183 8447 |
| 10-0000208 | Hartford Life | LL1564019-32 | 10-0000254 | The Guardian | 3660256 |
| 10-0000317 | Gerber Life | 0037210 | 10-0000322 | Canada Life | Y158704 |
| 10-0000317 | Standard Insurance | SD0760506 | 10-0000350 | Provident Life & Accident | G3556365 |
| 10-0000323 | Allstate | 746 451 757 | 10-0000354 | Fort Dearborn | 000 062 0790 |
| 10-0000351 | United of Omaha | DR-7069461 | 10-0000354 | Transamerica Life / Transamerica Assurance | 50327727 |
| 10-0000358 | Farmers New World | 005 398 463U | 10-0000369 | Assurity Life Insurance Company / Woodme | 020 383 3930 |
| | MetLife | 992 906 361A | 10-0000379 | UNUM | LAL-131988 |
| 10-0000375 | Great-West | HLVT-1 | 10-0000373 | UNUM | LAL-132211 |
| 10-0000387 | Union Security Insurance Company / Fortis B | W652228 | 10-0000413 | Union Security Insurance Company / Fortis B | W652188 |
| 10-0000401 | Aetna | N39 109 870 | 10-0000413 | MetLife | 993 608 679A |
| 10-0000414 | Connecticut General Life | 070 010 881 | 10-0000435 | MetLife | 996 908 837A |
| 10-0000433 | Great-West | 4809404 | 10-0000433 | Bankers Life and Casualty | 8 189 278 |
| 10-0000456 | Reliance Standard Life | RA 0820323A | 10-0000448 | Columbian Mutual | 10068295 |
| 10-0000454 | MetLife MetLife | 200 085 299A | 10-0000466 | Aetna | N39 117 570 |
| 10-0000484 | MetLife | 200 069 848A | 10-0000480 | MetLife | 993 606 512UM |
| 10-0000470 | United Insurance Co. / EMC National Life | A 0635879 | 10-0000483 | Allstate / American Heritage | 900 465 493U |
| | Prudential | B4 027 015 | 10-0000486 | Industrial Alliance Pacific / North West Life | 959 681 2179 |
| 10-0000484 | Allianz | 04850158 | 10-0000400 | MetLife | 993 007 648A |
| 10-0000499 | MetLife | 200 096 273UM | 10-0000507 | MetLife | 200 124 778UM |
| 10-0000505 | MetLife | 200 030 273 GWI 200 135 626 A | 10-0000516 | Farmers New World | 004 450 440 |
| 10-0000509 | | 10G-3562551 | 10-0000539 | MetLife | 200 232 408A |
| 10-0000519 | UNUM Provident Genworth Life / Life of Virginia / GE Life & | N01997000 | 10-0000547 | The Lincoln National Life Ins Co / Jefferson- | JH5014619 |
| 10-0000541 | | 01N1029778 | 10-0000593 | MONY | C1388 01 92 |
| 10-0000563 | Lincoln Benefit Allmerica Financial / SMA Life | ; | 10-0000535 | Reliance Standard Life / Protective Life | 0820683A |
| 10-0000596 | **** | L253670-00 | | Jackson National | 0028934900 |
| 50-0000015 | Southwestern Life / Security Life & Trust | 110 002 0111 AB0461870 | 50-0000018 | Transamerica Occidental | 60106455 |
| 50-0000034 | American Bankers | | | | 4191746 |
| 50-0000067 | MassMutual | 7 903 709 | 50-0000074 | Great-West | U1288021 |
| 50-0000079 | Reliastar / Security Connecticut Life | SC 1066673G | 50-0000092 | Ohio State Life | 0Y047217 |
| 50-0000093 | Penn Mutual | 8115988 | 50-000100 | New England | N39 140 050 |
| 50-0000103 | NACOLAH | L005290110 | 50-0000104 | A etha Y :0 | 06-G0000021 |
| 50-0000127 | ING Reliastar/ Lincoln Security Life | NY0012089K | 50-0000131 | Anthem Life | 972 505 225A |
| 50-0000152 | | 62 775 531 | 50-0007811 | MetLife | 0462441 |
| 80-0000009 | MetLife | 972 605 206A | 80-0000022 | National Guardian | 2032771 |
| 90-0000008 | Columbia Universal | 000 049 247 | 90-0000013 | Lincoln National Life / CIGNA | 00017388 |
| 90-0000017 | Globe Life and Accident | 006 327548 | 90-0000021 | Gerber Life Allians Life Ing. Co. of NY / Breferred Life of | |
| 90-0000037 | LINA / IBS | 060 013 327 | 90-000098 | Allianz Life Ins. Co. of NY / Preferred Life of | |
| 90-0000114 | ING / Equitable of Iowa | U000036291 | 90-0000136 | CIGNA | 7016816 |
| 90-0000151 | Paragon Life | 000 135 1486 | 90-0000154 | New England | 2077816 |
| 90-0000184 | BC Life & Health / Wellpoint Life | 180-58-5935 | 90-0000191 | New York Life | 44 721 301 |

| AP# | INSURANCE COMPANY | POLICY# |
|--------------|--|---------------------------|
| 90-0000199 | Jefferson-Pilot Life | TG 5129210 |
| 90-0000202 | Liberty Life Assurance Co of Boston | 10879684NC3 |
| 90-0000236 | Great-West | 4633921 |
| 92-0000025 | LINA | 060020231 |
| 99-0000019 | Prudential | B4 057 920 |
| 99-0000029 | State Farm | LF-0811-5248 |
| 99-0000038 | CUNA Mutual / Century Co of America | 01148268 |
| 99-0000045 | Genworth Life and Annuity Insurance Compa | 2104050 |
| 99-0000067 | MetLife | 919 552 429A |
| | | 000 022 7900 |
| 99-0000071 | MetLife / Paragon Life Globe Life and Accident | 000 022 7900 00A540177 |
| 99-0000107 | | 4108922 |
| 99-0000129 | American Income | + |
| 99-0000153 | Ohio National | C 6322033 |
| 99-0000166 | USLife | 1111237L |
| 99-0000196 | Nationwide | L 014550330 |
| 99-0000206 | Prudential | 85 937 259 |
| 99-0000210 | William Penn Life | 070 000 8312 |
| 99-0000225 | American General / Old Line Life | 1706477L |
| 99-0000232 | MetLife | 942 503 177UM |
| 99-0000241 | Reassure America / Guarantee Reserve | 9156426 |
| 99-0000251 | Aetna | N39 153 110 |
| 99-0000256 | LINA | 060 011 751 |
| 99-0000261 | MetLife | 201 386 823A |
| 99-0000294 | Transamerica Life / Transamerica Assurance | 92013538 |
| 99-0000310 | Jefferson-Pilot Life | VPB 686967 |
| 99-0000323 | Jefferson-Pilot Life / Guarantee Life | 21826899 |
| 99-0000346 | Farmers New World | 004 829 733P |
| 99-0000362 | MetLife | 953 604 196UL |
| 99-0000367 | Jackson National | 002 231 2530 |
| 99-0000379 | United of Omaha | UA-7560326 |
| 99-0000408 | Protective Life Insurance Company / Chase I | ZL-6341398 |
| 99-0000416 | Minnesota Life | 2 299 359 |
| 99-0000416 | Reliable Life | 100023510A |
| | Industrial Alliance Pacific / North West Life | 959 286 9559 |
| 99-0000467 | | |
| 99-0000498 | MetLife | 894 132 742A |
| 99-0000511 | Reliastar Bankers security | TBL 662161 |
| 99-0000515 | MassMutual | 006 395 135 |
| 99-0000563 | SYMETRA / American States Life / SAFEC | 010 078 8509 |
| 99-0000601 | Reliastar | 912778 Acct 1201 |
| 99-0000612 | UNUM | LAL-133069 |
| 99-0000652 | Hartford Life | LL1565346 |
| 99-0000658 | Life Ins Co of Boston & NY | N10915 |
| 99-0000691 | Northwestern Mutual Life | 10 954 685 |
| 99-0000704 | Pioneer Security | 004 031 850U |
| 99-0000728 | MetLife | 962 604 769M |
| 99-0000741 | Independent Order of Foresters | 3782477 |
| 99-0000773 | General American . | 3367552 |
| 99-0000794 | John Hancock | ORD 067147610 |
| 99-0000809 | Southwestern Life | 200 002 4553 |
| 99-0000818 | Prudential | 39 632 077 |
| 99-0000833 | MassMutual | 009 666 259 |
| 99-0000843 | Baltimore Life / Home Mutual Life | B 936663B |
| 99-0000897 | Hartford Life | LL1556079 |
| | State Farm | LF-1315-4314 |
| 99-0000935 | · · · · · · · · · · · · · · · · · · · | |
| 99-0000960 | Western-Southern Life | W431115 |
| 99-0000978 | Gerber Life | 00015096 |
| 99-0001018 | Valley Forge Life Insurance Company / Sout | 200 001 6859 |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|----------------|
| 90-0000201 | MetLife | 965 204 088A |
| 90-0000217 | Aetna | N39 015 100 |
| 92-0000021 | Great-West | 4809850 |
| 92-0000045 | Fort Dearborn / Group Life & Health | CG 000615250 |
| 99-0000027 | Companion Life | 2642637 |
| 99-0000033 | LINA | 060 012 407 |
| 99-0000039 | CUNA Mutual | 010 1358015 |
| 99-0000064 | Protective Life | B 00030969 |
| 99-0000068 | Prudential | 79 785 126 |
| 99-0000072 | MetLife | 200 054 051A |
| 99-0000111 | Transamerica Life / Transamerica Assurance | 50402565 0 |
| 99-0000148 | MetLife | 963 005 750A. |
| 99-0000157 | Stonebridge Life / JCPenney Life | 72L 2342851 |
| 99-0000168 | United Insurance Co. | UB 02956088 |
| 99-0000199 | Reliastar | GW 912778 1206 |
| 99-0000207 | CIGNA | 7052859 |
| 99-0000212 | American General | 26650908 |
| 99-0000226 | Globe Life and Accident | 00B 340795 |
| 99-0000233 | ING Life Ins & Annuity Co / Aetna | U1086092 |
| 99-0000242 | Phoenix Life | 2 373 007 |
| 99-0000255 | Philadelphia Life | 230 001 3710 |
| 99-0000259 | Valley Forge / CNA | 01809228 |
| 99-0000264 | MetLife | 962 503 149UM |
| 99-0000300 | Connecticut General Life | 070 011 149 |
| 99-0000318 | LINA | 060 013 359 |
| 99-0000336 | Group Life & Health / Fort Dearborn | CG000613707 |
| 99-0000357 | Allstate / American Heritage | 900 173 495U |
| 99-0000366 | Transamerica Assurance / PFL Life | 021887046 |
| 99-0000374 | MassMutual | 9 720 338 |
| 99-0000397 | Colonial Life | 6-046-8619-6-0 |
| 99-0000410 | Trustmark | AJ4697 |
| 99-0000445 | MetLife | 982 800 086A |
| 99-0000466 | Jefferson-Pilot Life | VPB 807549 |
| 99-0000485 | Nationwide | L 005674530 |
| 99-0000503 | State Farm | LF-1129-3776 |
| 99-0000514 | MassMutual | 8 901 879 |
| 99-0000543 | Reliastar / Bankers Security Life | TBL 596214 |
| 99-0000599 | MetLife | 962 601 113UL |
| 99-0000603 | Northwestern Mutual Life | 12 852 197 |
| 99-0000631 | Hartford Life | LU0800557 |
| 99-0000654 | Farmers New World | 003 370 189U |
| 99-0000686 | State Farm | LF-1304-7126 |
| 99-0000701 | Prudential | 77 825 576 |
| 99-0000708 | Valley Forge / CNA | 01808535 |
| 99-0000740 | Stonebridge Life / JCPenney Life | 72L 41C8211 |
| 99-0000750 | Provident Life & Accident . | 08D5139813 |
| 99-0000792 | Globe Life and Accident | 005610103 |
| 99-0000802 | Connecticut General Life / Int'l Benefit Serv. | 070 010 160 |
| 99-0000813 | Prudential | B4 063 088 |
| 99-0000831 | John Hancock | ORD 067147962 |
| 99-0000835 | John Alden | MG0200283L |
| 99-0000885 | MetLife | 962 903 560A |
| 99-0000909 | Lincoln National Life / Connecticut General | 7052520 |
| 99-0000947 | United Insurance Co. | UH 0253518 |
| 99-0000969 | Aetna | N39 003 290 |
| 99-0001003 | The Equitable | 90 075 771 |
| 99-0001039 | | |
| 77 5501037 | 1 I minimize a residence of the same | , |

| AP# | INSURANCE COMPANY | POLICY# | AP# | INSURANCE COMPANY | POLICY# |
|------------|---|-----------------|------------|---|-------------------|
| 99-0001056 | UNUM | LAL-125626 | 99-0001086 | Union Security Insurance Company / Fortis B | 00652307 |
| 99-0001105 | MetLife | 200 078 911A | 99-0001134 | Physicians Life | 00E 779025 |
| 99-0001145 | American General / Independent Life | 00U 002 1167 | 99-0001149 | EVLICO | 43 258 148 |
| 99-0001156 | Union Labor Life | 750UA04604 | 99-0001159 | State Farm | LF-1484-3400 |
| 99-0001169 | United Services Life | 00676526-5 | 99-0001170 | Security Life / Congress Life | 9120429 |
| 99-0001186 | Woman's Life | 001 070 509 | 99-0001193 | Transamerica Life / Transamerica Assurance | 50153645 |
| 99-0001201 | Aetna | N39 109 990 | 99-0001218 | Prudential | 83 673 944 |
| 99-0001229 | MctLife | 852 160 710PR | 99-0001210 | MetLife | 203 185 742M |
| 99-0001312 | General American | 3369182 | 99-0001324 | Navy Mutual Aid Asso | 0560666 |
| 99-0001340 | Reassure America / Royal Macabbees | 04130340 | 99-0001324 | Fort Dearborn | |
| 99-0001352 | American United | 161737599 | 99-0001344 | AAA Life | CF 0000626130 |
| 99-0001392 | | | | | 000 230 2467 |
| | Prudential | 77 862 928 | 99-0001411 | State Farm | LF-0373-5101 |
| 99-0001415 | Life of Georgia | AD 00 1271 8161 | 99-0001420 | Aetna | N39 129 730 |
| 99-0001421 | Liberty Life | NC3 39507388 | 99-0001464 | Principal Life | 44351237 |
| 99-0001484 | MONY | 1373-05-07 | 99-0001505 | Fort Dearborn | CG 000608708 |
| 99-0001520 | Guarantee Reserve | 4158296 | 99-0001524 | Reassure America / Royal Maccabees | 04146798 |
| 99-0001528 | American International Life / AIG | L95 200 032 | 99-0001542 | American General | A46339959G |
| 99-0001591 | New York Life | 38 233 247 | 99-0001599 | First Transamerica Life | 76514104 0 |
| 99-0001610 | Old Line Life | 1364783L | 99-0001636 | Reliastar Life | GW-91277-8-8655 |
| 99-0001651 | Reliable Life | 01-80531808 | 99-0001683 | Fort Dearborn Life Insurance Company | P000000 36505 |
| 99-0001695 | Central United | 0075 2062881 | 99-0001700 | Life of Georgia | AD 00 1273 3161 |
| 99-0001724 | John Hancock | 75081623 | 99-0001735 | The Hartford / London Pacific Life & Annuit | UTO131103 |
| 99-0001744 | Union Security Insurance Company / Fortis B | W651977 | 99-0001752 | Aetna | N38 973 100 |
| 99-0001765 | Liberty National | A032395001 | 99-0001799 | MetLife | 963 104 601 A |
| 99-0001825 | Anthem Life / Acordia Senior Benefits | 7T 2324860 | 99-0001829 | American General | 019 331 3489 |
| 99-0001863 | Prudential | 77 713 437 | 99-0001935 | Physicians Life | 081 304 996 |
| 99-0001940 | American National | M12953263 | 99-0001941 | Physicians Life | 082 502 335 |
| 99-0001942 | Physicians Life | 082 453 400 | 99-0002010 | Greater Georgia Life | 00558904 |
| 99-0002037 | Gerber Life | 5329446 | 99-0002054 | Employers Reassurance Corp | GC 0000080 |
| 99-0002058 | Prudential | 75 969 910 | 99-0002089 | Gov't Personnel Mutual Life | 442333 |
| 99-0002128 | Reliastar / ING | GW 912778 1210 | 99-0002177 | MetLife | 972 706 640A |
| 99-0002204 | Security Life | 603954 | 99-0002238 | Prudential | 98 950 320 |
| 99-0002281 | North Carolina Mutual | 010 121 143 1 | 99-0002289 | MetLife | 201 386 01 LA |
| 99-0002323 | American General / National Life | 75623678 | 99-0002324 | American General / National Life | 78746762 |
| 99-0002340 | Union Security Insurance Company / Fortis B | 00650579 | 99-0002344 | United Insurance Co. | 602 040 4447 |
| 99-0002346 | United of Omaha | DR-6372500 | 99-0002347 | United of Omaha | DR-6368991 |
| 99-0002348 | Physicians Life | 082 568 719 | 99-0002385 | Jefferson-Pilot Life / Chubb Life | 65 2117246 |
| 99-0002388 | The Guardian | 5040144 | 99-0002390 | | FL683A-768556/297 |
| 99-0002402 | MetLife | 982 706 369A | | Fidelity Security USLife / American General | |
| 99-0002402 | Prudential | | 99-0002424 | · · · · · · · · · · · · · · · · · · · | 500 906 4760 |
| | | 62 843 550 | | Life Investors Insurance Company of Americ | 47-9619226 |
| 99-0002509 | United Insurance Co. / Reliable Life | 013 302 6216 | 99-0002559 | Life of Georgia / Associated Doctors Senior S | AD00 12757321 |
| 99-0002561 | MetLife | 976 209 729A | 99-0002567 | American General | 186 408 502 |
| 99-0002572 | Reassure America / Guarantee Reserve | 7308284 | 99-0002584 | Prudential | B4 052 155 |
| 99-0002620 | Columbian Mutual / Herman Liss Agency | A000 859 171 | 99-0002637 | National Benefit Life | 344 198 2 |
| 99-0002646 | EMC National Life Company / National Trav | N00896908 | 99-0002648 | Golden State Mutual | 95900153 |
| 99-0002685 | American General / Gulf Life | 087 803 0639 | 99-0002699 | Security Life | 604422 |
| 99-0002735 | Fort Dearborn | CF 0000628500 | 99-0002767 | MetLife | 977 407 128A |
| 99-0002808 | New York Life | 45 434 705 | 99-0002814 | Jefferson-Pilot Life / Chubb Life | 009 004 854 |
| 99-0002816 | Occidental Life | 231 004 086D | 99-0002843 | New York Life | 38 236 160 |
| 99-0002850 | Reassure America / Guarantee Reserve | 7309308 | 99-0002851 | First United American | 371 701 920 |
| 99-0002855 | Hartford Life | LL1561665 | 99-0002878 | Globe Life and Accident | 003541209 |
| 99-0002893 | MetLife | 986 511 193A | 99-0002903 | New York Life | 38 314 471 |
| 99-0002909 | Allianz Life Ins. Co. of NY / Preferred Life of | 30494-194 | 99-0002932 | MetLife | 972 605 982A |
| 99-0002934 | Reliastar | GW 912778 6422 | 99-0002978 | Connecticut General Life | 070 010 116 |
| 99-0002992 | American Family Life | Z 0088363 | 99-0003007 | Principal Life | 4479899 |
| 99-0003011 | Phoenix Life | 2 722 786 | 99-0003041 | Americo Financial / College Life / Investors | 27-04110750 |
| 99-0003046 | Fort Dearborn / Medical Life | CM 0000017543 | 99-0003054 | London Life | 3784276-4 |
| | | | | | |

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| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|-----------------|
| 99-0003081 | The Guardian | 3292328 |
| 99-0003124 | Life of Georgia | L1 00 0354 9701 |
| 99-0003154 | State Farm | LF-1267-4103 |
| 99-0003201 | Central United | 0075 2061837 |
| 99-0003215 | USLife / American General | 500 957 803C |
| 99-0003267 | Physicians Life | 081 431 903 |
| 99-0003287 | Connecticut General Life | 090 010 012 |
| 99-0003361 | Gerber Life | 5432578 |
| | United Insurance Co. | 72053045 |
| 99-0003504 | ······ | 71178704 |
| 99-0003506 | United Insurance Co. | 082 707 161 |
| 99-0003613 | Physicians Life | |
| 99-0003670 | MetLife | 973 105 415A |
| 99-0003742 | Security Life | 75588 |
| 99-0003796 | Modern Woodmen of America | 7027526 |
| 99-0003808 | Symetra Life / SAFECO | AA 0677696 |
| 99-0003841 | Columbian Mutual | A000 900 181 |
| 99-0003859 | MetLife | 201 384 540A |
| 99-0003923 | Colonial Life | 8-111-5256-0-0 |
| 99-0003954 | MetLife | 982 805 420A |
| 99-0003986 | Prudential | 64 054 185 |
| 99-0004132 | Valley Forge / CNA | 01808372 |
| 99-0004190 | Boston Mutual | W77886 |
| 99-0004239 | Lincoln National Life | 10-04230295 |
| 99-0004242 | Jefferson-Pilot / Chubb Life | 65-2067171 |
| 99-0004266 | AXA Equitable / The Equitable | 38 614 233 |
| 99-0004303 | Physicians Life | 082 768 142 |
| 99-0004319 | Gerber Life | 0029007 |
| 99-0004351 | USLife | 0871442L |
| 99-0004376 | Prudential | 64 780 182 |
| 99-0004381 | United of Omaha | 5343548 |
| 99-0004414 | Valley Forge / CNA | 01808246 |
| | | 4482148 |
| 99-0004462 | Principal Life Prudential | 93 145 271 |
| 99-0004501 | | 371 721 940 |
| 99-0004538 | First United American | |
| 99-0004577 | New York Life | 45 052 216 |
| 99-0004582 | Transamerica Occidental | 92471335 |
| 99-0004602 | Physicians Life | 082 494 624 |
| 99-0004624 | CNA | 87029179 |
| 99-0004696 | United Insurance Co. | 602 048 0090 |
| 99-0004706 | Canada Life | 3149222 |
| 99-0004795 | Reassure America / Guarantee Reserve | 7425111 |
| 99-0004810 | Fort Dearborn | CF0000620100 |
| 99-0004837 | New York Life | 45 615 179 |
| 99-0004876 | The Guardian | 3681829 |
| 99-0004885 | Sagicor / American Founders Life / Cherokee | 00206206 |
| 99-0004913 | Prudential | 77 891 249 |
| 99-0004962 | Gerber Life | 6990773 |
| 99-0005005 | Washington National / Bankers National Life | 010 068 4115 |
| 99-0005024 | Minnesota Life | 2 319 626 |
| 99-0005035 | ING Life Ins & Annuity Co / Aetna | U 1181377 |
| 99-0005095 | LINA | 060 014 263 |
| 99-0005136 | UNUM | LAL 133585 |
| 99-0005157 | First United American | 371 720 156 |
| | Congress Life / Security Life | 9123134 |
| 99-0005174 | | 082 797 441 |
| 99-0005209 | | 203 236 543UM |
| 99-0005229 | MetLife Provident Life & Assidant | |
| 99-0005237 | Provident Life & Accident | 333 6962B |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|----------------|
| 99-0003090 | MetLife | 201 083 709A |
| 99-0003129 | MetLife | 972 904 734A |
| 99-0003180 | First Reliance Standard | RI 0000132A |
| 99-0003211 | New York Life | 45 461 009 |
| 99-0003251 | MassMutual | 7 079 682 |
| 99-0003231 | Great-West | 04995189 |
| | | PI 0202320 |
| 99-0003404 | Monumental Life / Peoples Security | |
| 99-0003487 | Colonial Penn Life / CONSECO Direct Life | LC 00197012 |
| 99-0003505 | United Insurance Co. | 72730902 |
| 99-0003572 | Reliastar / ING / Northwestern National Life | GW 912778 1211 |
| 99-0003635 | First UNUM | LNL 805420 |
| 99-0003731 | John Hancock | 067187307 |
| 99-0003791 | Northwestern Mutual Life | 12 453 694 |
| 99-0003801 | USLife / American General | E492975L |
| 99-0003832 | Connecticut General Life | 070 010 879 |
| 99-0003842 | Columbian Mutual | A000 866 527 |
| 99-0003911 | Prudential | 66 002 066 |
| 99-0003943 | American National | M13198515 |
| 99-0003960 | Boston Mutual | 720697 |
| 99-0004058 | Transamerica Life / Transamerica Assurance | 41118875 |
| 99-0004134 | USLife | UD003197N |
| 99-0004238 | Life of Boston | 27-0000523257 |
| 99-0004241 | Reliastar Bankers Security | VLB 044434 |
| 99-0004261 | National Guardian | 0471466 |
| 99-0004294 | Transamerica Life / Transamerica Assurance | 504064990 |
| 99-0004313 | MetLife | 946 104 413A |
| 99-0004340 | Reassure America / Guarantee Reserve | 7476899 |
| 99-0004352 | Allstate | 793 616 278 |
| 99-0004377 | UNUM | LAL-135616 |
| 99-0004397 | Monumental Life | MM 3244052 |
| 99-0004432 | National Benefit Life | 3936277 |
| 99-0004465 | Standard Insurance | SD0760507 |
| 99-0004526 | MassMutuai | 9 619 430 |
| 99-0004560 | MetLife | 983 204 390A |
| 99-0004580 | Texas Life | 000797329 |
| 99-0004595 | National Guardian | 0471696 |
| 99-0004605 | Reassure America / Guarantee Reserve | 4213084 |
| 99-0004675 | Monumental Life / Capital Security | CSI7025520 |
| 99-0004705 | First United American | 371 718 443 |
| 99-0004715 | Farmers New World | 004 296 736T |
| 99-0004802 | Congress Life | 9106212 |
| 99-0004811 | Reassure America / Guarantee Reserve | 7491788 |
| 99-0004866 | John Hancock | ORD 067207462 |
| 99-0004884 | Hartford Life | LL1562898 |
| 99-0004893 | Union Security Insurance Company / Fortis B | W651396 |
| 99-0004951 | RBC / Liberty Life | 009 258 638 |
| 99-0004931 | United Insurance Co. | 602 086 2676 |
| 99-0003004 | Aetna | N38 911 480 |
| | Hartford Life | LL1565279-32 |
| 99-0005025 | Reliastar Bankers Security | TBL 043566 |
| 99-0005064 | - | |
| 99-0005102 | Lincoln National Life / Connecticut General | 7030445 |
| 99-0005142 | MetLife | 976 612 896A |
| 99-0005160 | Aetna | N39 027 320 |
| 99-0005192 | First United American | 371 724 402 |
| 99-0005220 | <u> </u> | 973 306 075A |
| 99-0005231 | New York Life | 45 807 816 |
| 99-0005241 | ING / Reliastar | GW9127787065 |

| AP# | INSURANCE COMPANY | POLICY# | AP# | INSURANCE COMPANY | POLICY# |
|------------|--|----------------|-------------|---|---------------------------------------|
| 99-0005248 | Thrivent Financial for Lutherans / Aid Asso f | 2508470 | 99-0005249 | Thrivent Financial for Lutherans / Aid Asso f | 0879773 |
| 99-0005251 | United of Omaha | DR-6836789 | 99-0005270 | Congress Life | 9134347 |
| 99-0005272 | New England | 8915451 | 99-0005274 | State Farm | LF-1097-2233 |
| 99-0005316 | Aetna | N39 028 570 | 99-0005387 | Madison National Life / Dixie National Life | 070 010 3131 |
| 99-0005429 | Jefferson Pilot Financial / Alexander Hamilto | 000 582 7123 | 99-0005433 | Prudential | 21 250 185 |
| 99-0005445 | Northwestern Mutual Life | 13 878 613 | 99-0005450 | Union Security Insurance Company / Fortis B | W651522 |
| 99-0005459 | Provident Life & Accident | 10B 3337948 | 99-0005467 | Valley Forge / CNA | ULSS 000342 |
| 99-0005478 | Transamerica Occidental | 60023961 | 99-0005495 | Lincoln National Life | 10-04244632 |
| 99-0005562 | Hartford Life | LL1782171 | 99-0005572 | United of Omaha | UA-7389094 |
| 99-0005507 | Southwestern Life / Security Life & Trust / In | 002 920 7370 | 99-0005640 | New York Life | 62 523 101 |
| 99-0005704 | Prudential | R5 019 786 | 99-0005720 | Allianz | 04850469 |
| | | NC3 10063187 | 99-0005734 | New York Life | 45 264 124 |
| 99-0005728 | Liberty Life | | 99-0005741 | Allianz | 02523025 |
| 99-0005740 | Prudential | 71 325 085 | | Allianz | 002 755 921 |
| 99-0005743 | The Guardian | 3698840 | 99-0005745 | · | |
| 99-0005746 | Great-West | 4809753 | 99-0005755 | Nationwide | L031546010 |
| 99-0005759 | Allianz | 002 817 380 | 99-0005786 | Union National Life | 7020527947 |
| 99-0005790 | Aetna | N39 013 680 | 99-0005795 | MetLife | 987 202 206A |
| 99-0005820 | MetLife | 983 504 668A | 99-0005838 | Prudential | B4 014 739 |
| 99-0005848 | MetLife | 992 504 328A | 99-0005872 | Physicians Life . | 082 968 015 |
| 99-0005879 | Union Security Insurance Company / Fortis B | W650725 | 99-0005909 | Allstate / American Heritage | 900 120 27OU |
| 99-0005919 | Settlers Life | 1011702-011 | 99-0005942 | Aetna | N39 039 250 |
| 99-0005943 | Reliaster | GW 912778 5519 | 99-0005949 | Prudential | 62 854 412 |
| 99-0005957 | American General Life Ins Co of Delaware | B40026894L | 99-0005988 | Provident Life & Accident | 10G 3547960 |
| 99-0006027 | Liberty Life Insurance Co. / BMA / RBC Ins | L 40085808 | 99-0006062 | MetLife | 942 606 430M |
| 99-0006069 | Allstate | 732 835 408 | 99-0006071 | Life of Georgia | L1 00 0380 1504 |
| 99-0006078 | John Hancock | 067227085 | 99-0006090 | John Hancock | ORD 067018721 |
| 99-0006121 | SBLI USA Mutual Life | 05-0007543 | 99-0006155 | Cotton States Life | 01 40163228 |
| 99-0006172 | RBC / Liberty Life | CF 10307647 | 99-0006182 | Delta Life | 3251217 |
| 99-0006189 | First Penn Pacific | 042760 | 99-0006191 | American General | 197 042 719 |
| 99-0006196 | New York Life | 38 309 153 | 99-0006204 | Physicians Life | 083 049 322 |
| 99-0006219 | TIAA | 0-760968-8 | 99-0006220 | USLife / American General | 500 934 2080 |
| 99-0006224 | Globe Life and Accident | 00D 470992 | 99-0006236 | Standard Insurance | SD0359719 |
| 99-0006240 | Reliastar | GW 912778 5767 | 99-0006247 | ING/Reliastar / Northwestern National Life | 2270550 |
| 99-0006253 | Allianz | 02561728 | 99-0006256 | American General | 018 535 3653 |
| 99-0006265 | United of Omaha | 3328337 | 99-0006267 | Investors Life | 101 130 1563 |
| 99-0006313 | MetLife | 996 609 463A | 99-0006331 | Symetra Life / SAFECO | AA 0737331 |
| 99-0006332 | MetLife | 993 200 345A | 99-0006334 | Boston Mutual | V71700 |
| 99-0006351 | Prudential | B4 024 964 | 99-0006352 | Hartford Life | LL1568123 |
| 99-0006354 | Minnesota Life | 2 273 135 | 99-0006362 | Aetna | N39 102 910 |
| 99-0006371 | Lincoln National Life / First Penn-Pacific | 02-00333520 | 99-0006400 | MetLife | 993 107 432A |
| | MetLife | 993 208 359A | 99-0006463 | American General | 00A 2751109 |
| 99-0006482 | MetLife | 993 506 564A | 99-0006519 | | 708 266 886 |
| 99-0006542 | Allianz | 02652790 | 99-0006578 | Provident Life & Accident | 08D5178527 |
| 99-0006602 | Anthem Health & Life Ins Co of NY | 04G0001280 | 99-0006619 | Aetna | N39 109 900 |
| 99-0006623 | Valley Forge / CNA | 01809371 | 99-0006626 | Valley Forge / CNA | ARGE 000189 |
| 99-0006639 | | LF0753103 | 99-0006679 | UNUM Provident | LAL-132996 |
| | Hartford Life | | 99-0006681 | MetLife | 993 502 452A |
| 99-0006680 | American General | AA717905 | | Allianz | 02709384 |
| 99-0006704 | UNUM Provident | 3560196-G | 99-0006707 | ······································ | FL683A |
| 99-0006720 | Minnesota Life | 2 281 382 | 99-0006749 | | N39 122 450 |
| 99-0006753 | MetLife | 993 608 820A | 99-0006763 | | · · · · · · · · · · · · · · · · · · · |
| 99-0006765 | Principal Life | 4519538 | 99-0006800 | | 200 054 835A |
| 99-0006815 | Hartford Life | LL1569219 | 99-0006817 | | 967 809 231A |
| 99-0006824 | MetLife | 200 101 443A | 99-0006842 | | 2734572 |
| 99-0006849 | Hartford Life | LL1778428-02 | 99-0006852 | - | UL 0017069 |
| 99-0006858 | MetLife | 200 096 090AR | 99-0006860 | | 02666485 |
| 99-0006862 | Fort Dearborn / Medical Life | M0 0000000189 | 99-0006863 | | 005428467 |
| 99-0006864 | Northwestern Mutual Life | 12 011 569 | 99-0006868 | Genworth Life and Annuity Insurance Compa | 2046077 |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|--|---------------------|
| 99-0006874 | MetLife | 200 029 359A |
| 99-0006904 | New England | OZ254177 |
| 99-0006933 | Union Security Insurance Company / Fortis B | W652402 |
| 99-0006973 | Аетла | N39 126 760 |
| 99-0007003 | Fidelity Security | (ID#: 656653) 0029: |
| 99-0007018 | UNUM Provident | 10B-3343491 |
| 99-0007057 | Commonwealth Annuity & Life / Allmerica F | V0660888-75 |
| 99-0007076 | American General / Old Line Life | 1737623L |
| 99-0007103 | Life Investors | 011924742 |
| 99-0007134 | Protective Life | PL0659838 |
| 99-0007182 | Great-West | 4809675 |
| 99-0007304 | SunAmerica | 1074 79057920 |
| 99-0007344 | NACOLAH | LN 00798710 |
| 99-0007404 | Fidelity Security | 297 066 1739 |
| 99-0007438 | First Reliance Standard | RI 0000034A |
| 99-0007456 | Genworth Life and Annuity Insurance Compa | 2 964 820 |
| 99-0007473 | Principal Life | 4521287 |
| 99-0007513 | ACACIA | 400 313 6965 |
| 99-0007558 | MetLife | 200 092 678A |
| 99-0007576 | Aetna | N39 128 540 |
| 99-0007769 | Wilton Reassurance Life Company of New Y | LN00627620 |
| 99-0007808 | Jefferson Pilot / Guarantee Life | 80151155 |
| 99-0007967 | ING Security Life of Denver / Southland Life | 066 000 2371 |
| 99-0008006 | State Farm | LF-1005-2246 |
| 99-0008019 | Aetna | N39 132 580 |
| 99-0008050 | Wilton Reassurance Life Co of NY / Utica N | 000 017 272B |
| 99-0008064 | State Farm | LF-1277-4124 |
| 99-0008069 | Time Ins Co / Fortis Benefits | 2770864 |
| 99-0008071 | Prudential | 62 800 493 |
| 99-0008096 | John Hancock | ORD 066366902 |
| 99-0008126 | MetLife | 963 606 287M |
| 99-0008146 | Reliastar Life / ING | GW 912778 7214 |
| 99-0008172 | John Alden | MG0200242L |
| 99-0008189 | American General / All American Life | G-500,639 |
| 99-0008195 | Banner Life | 010 545 251 |
| 99-0008208 | Prudential | 62 785 973 |
| 99-0008212 | Central United | 0075 2062001 |
| 99-0008229 | Transamerica Assurance / PFL Life | 905013446 |
| 99-0008244 | Aetna | G 1410512 |
| 99-0008253 | Allmerica Financial | L581279-00 |
| 99-0008261 | Prudential | 76 026 217 |
| 99-0008300 | Midland National | 150 196 6325 |
| 99-0008489 | 5Star Life Insurance Company | 1C022210001 |
| 99-0008515 | UNUM | LAL-135903 |
| 99-0008525 | LINA | 060 021 316 |
| 99-0008543 | Transamerica Assurance / PFL Life | 905154236 |
| 99-0008564 | Aetna | N39 039 990 |
| 99-0008572 | MetLife Insurance Co. of Connecticut / The | 7394553 |

| AP# | INSURANCE COMPANY | POLICY# |
|------------|---|---------------|
| 99-0006895 | Allianz | 02734671 |
| 99-0006927 | Aetna | N39 128 310 |
| 99-0006955 | Prudentia! | B4 054 730 |
| 99-0006986 | שטאט | LAL-131725 |
| 99-0007017 | UNUM | LAL-127273 |
| 99-0007032 | Prudential | 76 847 321 |
| 99-0007062 | SunAmerica | U8801547 |
| 99-0007080 | Reassure America / Guarantee Reserve | 7165668 |
| 99-0007105 | Great Southern Life | 2084356 |
| 99-0007147 | New York Life | 44 350 023 |
| 99-0007299 | New York Life | 38 309 782 |
| 99-0007307 | Transamerica Occidental | 195746 |
| 99-0007353 | Transamerica Occidental | 60114128 |
| 99-0007430 | MetLife | 205 009 086A |
| 99-0007447 | Liberty Life | 60087431NU3 |
| 99-0007468 | New York Life | 38 314 045 |
| 99-0007481 | Great Southern Life / Americo | 1574352 |
| 99-0007534 | Pacific Life | 044 341 700M |
| 99-0007559 | Americo Financial | 205N 2008474 |
| 99-0007758 | New York Life | 60 324 300 |
| 99-0007774 | Wilton Reassurance Life Company of New Y | LN00637520 |
| 99-0007931 | United Fidelity Life / National Farmers Unio | 50-01993294 |
| 99-0007979 | Jefferson-Pilot | TP5281421 |
| 99-0008009 | ING Life Ins & Amnuity Co / Aetna | G1083034 |
| 99-0008044 | Guarantee Reserve | 9941842 |
| 99-0008063 | Banner Life | L00 504 964 |
| 99-0008067 | LINA | 060 013 461 |
| 99-0008070 | United of Omaha | DR-6168419 |
| 99-0008093 | Blue Shield of California Life & Health / CPI | 1422 |
| 99-0008125 | Baltimore Life / The Life of Maryland Co. | 011 0300 3871 |
| 99-0008127 | Prudential | 63 647 373 |
| 99-0008149 | MetLife | 955 007 243UL |
| 99-0008183 | Reassure America / Allied Life | 0289335 |
| 99-0008191 | American Fidelity / Mid-Continent | 010 038 0065 |
| 99-0008199 | Northwestern Mutual Life | 11 698 614 |
| 99-0008210 | Liberty Life | CF 10288011 |
| 99-0008214 | United of Omaha | 3696911 |
| 99-0008242 | Reassure America / Royal Maccabees | 04146592 |
| 99-0008247 | CIGNA | 7021011 |
| 99-0008256 | Nationwide | B102027630 |
| 99-0008263 | Sun Life of Canada | 20009723 |
| 99-0008481 | Transamerica Life / Transamerica Assurance | 501186610 |
| 99-0008506 | The Hartford | LU2155298 |
| 99-0008516 | Valley Forge / CNA | 01808849 |
| 99-0008528 | Aetna | N39 125 370 |
| 99-0008546 | Nationwide | L 033878160 |
| 99-0008570 | The Equitable | 37 215 400 |
| 99-0009003 | New York Life | 38 314 805 |
| | | |

| AP Number | Insurance Company | Policy Number |
|--------------------------|---|------------------------------|
| 90-0000031 | Sagicor Administrative Services / Am | |
| | | 000 027 3612 |
| 99-0004958 | Columbia Universal | 000 062 464 |
| | | 000 133 0360 |
| | Jackson National Jefferson Pilot Financial / Chubb Life | 000 176 0970 000 326 176 |
| 99-0006761 99-0003676 | | 000 528 178 |
| | Philadelphia Life / United Life | 000 500 9592 |
| 99-0002108 | Chubb Life / Jefferson Pilot | 000 646 485 |
| | | 000000 309365 |
| | | 0001356 |
| 99-0001215 | Minnesota Life | 00031378166 |
| 99-0005992 | Albert H. Wholers / USLife | 0201001 |
| | | 001 001 622B |
| 99-0004972 | Jackson National | 001 160 B120 |
| 99-0004635 99-0005442 | Country Life Jackson National | 001 336 115 001 486 9830 |
| 99-000509 | Jackson National | 001 814 4190 |
| 99-0001704 | Jackson National | 001 844 3430 |
| | | 00142136 |
| 99-0006261 | Lone Star Life | 001600041 |
| 99-0007869 | Jackson National | 002 037 9130 |
| 99-0001597 | Jackson National | 002 185 6100 |
| 10-0000302 | Jackson National | 002 197 8220 |
| | Jackson National | 002 222 5110 |
| 99-0002546 | Jackson National | 002 348 7250 |
| 99-0001918 | Jackson National | 002 367 3540 |
| 99-0003878 | Jackson National Commercial Union Life | 002 539 2130 00227267 |
| 99-0006716 99-0008225 | Reliastar Bankers Security | 00227207 |
| 90-0000131 | Fidelity Security | 0027010-0 0012 |
| 99-0000590 | Farmers New World | 003 382 271 |
| 99-0004279 | Reliastar / United Services Life | 00399882-3 |
| 10-0000141 | Liberty Life | DD4103925T |
| 99-0000126 | Farmers New World | 005 031 287 |
| 99-0002085 | Garden State Life | 005 092 575 |
| 99-0008068 | Garden State Life | 005 110 361 |
| 99-0002811 | Garden State Life | 0D5 226 899 |
| 99-0006525 99-0005140 | Garden State Life Garden State Life | 005 230 369 005 246 319 |
| 99-0005140 | Lincoln Benefit | 005 659 67 |
| 99-0005182 | Lincoln Benefit | 00565966 |
| 99-0007811 | Midland National Life / Clarica Life Ins | |
| 99-0003184 | Reliastar Life Ins / United Presidential | 006 796 970 |
| 99-0003312 | Reliastar | 006054320 |
| 10-0000106 | Reliastar / United Services Life | 00606562-0 |
| 99-0005780 | United Services Life | 00606808-0 |
| 99-0005836 | FEGLI | 006585403 |
| 99-0002906 99-0003925 | United Services Life Reliastar / United Services Life | 00670237-5 00688069-9 |
| 99-0008170 | AIG Life | 007 265 648 |
| 99-0003559 | Globe Life and Accident | 007030481 |
| 99-0003560 | Globe Life and Accident | 007194028 |
| 99-0001315 | Globe Life and Accident | 007349089 |
| 99-0003514 | Globe Life and Accident | 007383369 |
| 99-0000668 | Connecticut General Life | 070 012 139 |
| 99-0003547 | Globe Life and Accident | 009219829 |
| 99-0003290 | CUNA Mutual | 00984750 |
| 99-0004166 | Globe Life and Accident | 00A929111 00B 221655 |
| 99-0002886 | Globe Life and Accident Globe Life and Accident | 00B 448094 |
| 99-0003794 | Primerica Life | 041 074 9009 |
| 99-0003651 | Primerica Life | 041 082 6835 |
| 10-0000536 | Primerica Life | 041 091 5996 |
| 99-0000693 | Primerica Life | 041 095 5037 |
| 99-0005152 | Primerica Life | 041 109 1641 |
| 99-0006315 | Primerica Life | 041 125 6544 |
| 99-0003117 | Primerica Life | 041 136 5500 |
| 99-0001979 | Primerica Life | 041 144 4133 |
| 99-0000161 | Primerica Life Primerica Life | 041 153 1617 041 166 9687 |
| 99-0003310 99-0006670 | Primerica Life | 041 193 7833 |
| 10-0000289 | Primerica Life | 041 207 3422 |
| 99-0001380 | Primerica Life | 041 228 4783 |
| | | 1 |

| 8 D. b. b. au france | • | Dalland Mountain |
|--------------------------|--|-----------------------------|
| AP Number 99-0002409 | Insurance Company Globe Life and Accident | Policy Number 00B 704092 |
| 99-0002363 | | 008 779963 |
| 99-0001673 | | 00B 808595 |
| 99-0003741 | | 00B 82188D |
| 99-0003024 | | 00B 839475 |
| 99-0002885 | | 00B 869385 |
| 99-0002887 | | 008 940395 |
| 99-0002884 | | 008 940439 008581561 |
| 99-0002322 | | 00B708426 |
| 99-0002379 | | 00B762606 |
| 99-0002459 | | 008777018 |
| 99-0002883 | Globe Life and Accident | 008914466 |
| 99-0002888 | | 00B920802 |
| 99-0001153 | · · · · · · · · · · · · · · · · · · · | 00C 032922 |
| 99-0004552 99-0004865 | | 00C 121098 00C 131123 |
| 99-0003738 | | 00C 181723 |
| 99-0003664 | Globe Life and Accident | 00C 199071 |
| 99-0001000 | Globe Life and Accident | 00C 246059 |
| 99-0004052 | Globe Life and Accident | 00C 304020 |
| 99-0005320 | Globe Life and Accident | 00C 362858 |
| 10-0000668 | Globe Life and Accident | 00C 841777 |
| 99-0005247 | Globe Life and Accident | 00C 847814 |
| 99-0006079 | Globe Life and Accident Globe Life and Accident | 00C 856341 00D 335344 |
| 99-0006457 | Globe Life and Accident | GOD 591393 |
| 99-0006402 | Globe Life and Accident | 00D 683323 |
| 99-0005691 | Globe Life and Accident | 00D090133 |
| 99-0004323 | Physicians Life | 00E 541448 |
| 10-0000080 | Physicians Life | 00E784379 |
| 99-0004227 | Lincoln Benefit | 010 060 4541 |
| 99-0006534 | Peoples Benefit Life | 010 XE 61178 0110278382 |
| 99-0005273 99-0004644 | Preferred Life American Ins Admin / All American Lif | |
| 99-0000721 | All American Life | 012 151 077 |
| 99-0008198 | American General | 019 032 2345 |
| 99-0008197 | American General | 019 123 0268 |
| 99-0008081 | American General | 019 151 5514 |
| 99-0008193 | American General | 019 309 0322 |
| 99-0002087 | American General | 019 405 3997 |
| 99-0004164 | American Fidelity Mid-Continent | 01-9402 0194107706 |
| 99-0001623 | UNUM | 0203996-001 4 |
| 90-0000030 | UNUM | 0203996-001 4 |
| 99-0000192 | UNUM | 0203996-001 4 |
| 80-0000004 | MUNUM | 0203996-001 4 |
| 92-0000009 | Transamerica Life / PFL Life | 021817615 |
| 99-0003459 | Monumental Life | 024 917 5853 |
| 99-0000759 99-0006794 | GE Group Life Ins | 028-2410 030-56-3383 |
| 99-0002745 | Gerber Life | 03060204 |
| 99-0005300 | Farmers & Traders | 0309323 |
| 99-0005084 | American International Life | 031062422 |
| 99-0005573 | Farmers & Traders | 0310743 |
| 99-0006971 | AIG Life | 032 460 246 |
| 99-0002298 | USAA Life | D3479461-D1 |
| 99-0000932 | United Health/AFLAC | 14710694 |
| 99-0004121 | Mutual Service Life | 0395612 041 028 1612 |
| 99-0006353 | Primerica Life Primerica Life | 041 050 7094 |
| 99-0003881 | Primerica Life | 043 104 0764 |
| 99-0004102 | Primerica Life | 043 108 4898 |
| 99-0000253 | Primerica Life | 043 115 0048 |
| 99-0001244 | Primerica Life | 043 117 7652 |
| 99-0002183 | Primerica Life | 043 144 2362 |
| 99-0007218 | Primerica Life | 043 188 4592 |
| 99-0006237 90-0000214 | Primerica Life Federal Life | 043 197 9346 0473143 33 |
| 99-0005944 | CUNA Mutual | 0481185504 |
| 99-0002016 | OM Financial Life Insurance Compan | |
| 99-0003038 | Minnesota Life | 0542406 |
| 99-0001977 | TIAA | 0-548641-0 |
| 99-0006024 | OM Financial Life Insurance Compan | 0572542 |

| AP Number | Insurance Company | Policy Number |
|---|--|------------------------------|
| 99-0006197 | Primerica Life | 041 257 6234 |
| | | 041 265 9199 |
| | | 041 267 1432 |
| | | 041 269 9810 041 278 1680 |
| | | 041 288 4714 |
| 4 | | 041 304 1982 |
| | Primerica Life | 041 314 9175 |
| | | 041 317 3395 |
| | | D42 004 0686 |
| 99-0004435 | * ************************************* | 042 017 8689 042 029 7753 |
| 99-0008049 99-0004365 | Primerica Life Primerica Life | 042 049 7783 042 040 0806 |
| 99-0004363 | Time real End | 042 055 1442 |
| 99-0003818 | 7 101101100 | 042 066 9861 |
| 99-0007014 | Primerica Life | 042 072 1028 |
| 99-0004509 | Primerica Life | 042 079 4827 |
| 99-0005481 | Primerica Life | 042 080 9742 |
| 99-0003599 | Primerica Life | 042 081 9993 042 082 1033 |
| 99-0000821 99-0000572 | Primerica Life Primerica Life | 042 062 1033 |
| 99-0005388 | Primerica Life | 042 133 7059 |
| 99-0004846 | Primerica Life | 042 135 3604 |
| 99-0006238 | Primerica Life | 042 138 3256 |
| 99-0006713 | Primerica Life | 042 140 0875 |
| 99-0005659 | Primerica Life | 042 148 6317 |
| 99-0004407 | Primerica Life | 042 157 3243 042 162 1638 |
| 99-0008179 99-0005151 | Primerica Life Primerica Life | D42 162 1638 |
| 99-0005177 | Primerica Life | 042 172 8030 |
| 99-0003003 | Primerica Life | 042 178 5284 |
| 99-0004525 | Primerica Life | 042 192 5244 |
| 99-0000707 | Primerica Life | 042 196 7629 |
| 99-0003811 | Primerica Life | D42 199 6376 |
| 99-0003431 | Primerica Life | 043 001 3374 043 031 0447 |
| 99-0005613 99-0003406 | Primerica Life Primerica Life | 043 046 7558 |
| 99-0000254 | Primerica Life | 043 049 8730 |
| 99-0003283 | Primerica Life | D43 051 6218 |
| 99-0006756 | Primerica Life | 043 051 9474 |
| 99-0001596 | Primerica Life | 043 059 9289 |
| 99-0004237 | Primerica Life | 043 085 5298 043 089 2015 |
| 99-0002049 | Primerica Life Primerica Life | 043 090 2010 |
| 99-0003286 | Primerica Life | 043 090 4086 |
| 99-0003398 | Primerica Life | 043 093 8730 |
| 99-0003973 | Primerica Life | 043 096 5465 |
| 99-0004369 | Primerica Life | 043 103 9694 |
| 99-0006764 | American National | 12118864 |
| 99-0008511 | Met Life | 121854 |
| 99-0008094 | American National Life Investors | 12-JXP 4029951 |
| 99-0008102 | MONY | 1301-43-93 Y |
| 99-0001281 | American Family Life | 13242499 |
| 99-0005508 | MONY | 1335-05-62 |
| 99-0006515 | MONY | 1401-92-71 CF |
| 99-0006359 | MONY Midned National | 1402-80-27CF 150 176 9114 |
| 99-0008268 99-0005940 | Midland National Midland National | 150 176 9114 |
| 99-0004685 | American Family Life | 1568305-0 |
| 99-0005020 | Great Southern Life | 1580869 |
| 10-0000236 | Jefferson-Pilot Life | 158290 |
| 99-0007986 | Globe Life and Accident | 15-F554653 |
| 89-0004892 | ITT HARTFORD | 16012 |
| 99-0007048 | American United American General / Old Line Life | 16-1595638 1620948 |
| 99-0004174 99-0007008 | SBLI USA / Staten Island Savings Ba | |
| 99-0007008 | Gerber Life | 1734018 |
| 20-0000003 | Banner Life | 17B 053203 |
| 99-0001394 | Preferred Life | 18540 |
| 99-0001842 | Preferred Life / Citicorp ins Serv | 18540 |
| 99-0005796 | Preferred Life | 18540-324 |
| 99-0004725 | American General / Old Line Life MET LIFE | 1900176 |
| 99-0007071 | 1478 1 bell be | 11000110 |

| A Fi Mondon | Incurrence Company | Policy Number |
|--------------------------|--|----------------------------|
| AP Number 99-0002404 | Insurance Company CIGNA (CONN, GEN.) | 0582311 |
| | 0.01.1. (0.01.1.1.0 | 05106294 |
| 99-0004353 | | 062026 |
| | John Hancock | 067046731 |
| 99-0005014 | Paul Revere Protective Life / Paul Rev | |
| 99-0003880 | | 082 485 465 |
| 99-0001950 | | 082 536 476 |
| 99-0004841 | , | 082 538 313 |
| 99-0004842 | , | 082 662 303 082 727 655 |
| 99-0006751 99-0004840 | | 082 761 388 |
| 99-0004604 | | 082 765 B18 |
| 99-0004555 | Physicians Life | 082 800 376 |
| 99-0006752 | | 082 802 758 |
| 99-0005007 | Physicians Life | 082 859 653 |
| 99-0005233 | Physicians Life | 082 860 587 |
| 99-0005982 | Physicians Life | 082 899 864 |
| 99-0006938 | Physicians Life | 083 130 473 |
| 99-0002070 | Allanz Citicorp / Allianz | 08540314 08540-314 |
| 10-0000286 99-0004074 | Settlers Life | 0902279-011 |
| 99-0002621 | FEGLI | 092-38-2477 |
| 99-0004075 | Settlers Life | 0942049-011 |
| BO-0000003 | Monumental Life / Capital Security | OC 4005751 |
| 99-0002773 | Northwestern Mulual Life | 10 586 000 |
| 99-0003461 | National Benefit Life | 100 108 5 |
| 99-0002910 | PHOENIX HOME LIFE/GE | 100-0910-00 |
| 10-0000558 | OM Financial Life Insurance Company | 1-001190058 |
| 99-0006940 | USLife | 1007288 100964 |
| 99-0002236 | STANDARD INSURANCE All American Life | 101-155787 |
| 99-0006464 | All American Life | 101-166645 |
| 99-0002097 | All American Life | 102-157052 |
| 99-0007430 | METLIFE | 103352-G |
| 99-0000695 | Settlers Life | 1038567-011 |
| 99-0000841 | Settlers Life | 1038568-011 |
| 99-0000760 | Settlers Life | 1041377-011 |
| 99-0000296 | Security Life | 1042020 106-145502 |
| 99-0000852 | All American Life MASS MUTUAL/UNICARE | 108120 |
| 99-0008054 | Northwestern Mutual Life | 11 794 934 |
| 99-0003339 | Northwestern Mutual Life | 11 798 456 |
| 99-0001304 | American Bankers | 1110 0129 84794 |
| 10-0000247 | Alistate | 1111 9952 74065 |
| 90-0000043 | ING Reliastar / Bankers Security | 1118918 |
| 99-0005334 | USLife | 1159174 |
| 99-0008060 | Northwestern Mutual Life MONY | 12 035 319 1201-72-27 |
| 99-0005771 | Southern Farm Bureau Life | 2219243 |
| 99-0004843 | American General / Old Line Life | 2266814 |
| 99-0006476 | Great Southern Life | 2365545 |
| 99-0003447 | FEGLI | 241218100 |
| 99-0008053 | FEGLI | 250230693 |
| 99-0001004 | Officers Benefit Association / America | |
| 99-0004748 | Stonebridge Life / JCPenney Life | 25184/74L4927750 |
| 99-0003118 | Stonebridge Life / JCPenney Life Stonebridge Life / JCPenney Life | 25188 25191 |
| 99-0004891 99-0000573 | Gerber Life | 2528815 |
| 99-0001347 | Minnesota Life | 25293 - 001 1156 |
| 99-0008112 | John Hancock | 25330GTC100 |
| 99-0007039 | ALLMERICA / IDR | 25533-00001-001 |
| 10-0000182 | GREAT WEST LIFE | 257069-GL |
| 99-0002280 | Minnesota Life | 25836 |
| 99-0003916 | ALLMERICA / IDR | 25862/C#502 2618125 |
| 99-0004601 | Kansas City Life Transamerica Life / PFL Life | 262102657 |
| 99-0000922 | Pizza Hut Inc / Fortis / Tricon Global | |
| 99-0001901 | Gerber Life | 2730649 |
| 99-0002408 | Time Ins Co / Fortis Benefits | 2776176 |
| 99-0002215 | MetLife / AT&T | 2785 7- G |
| 99-0002215 | METLIFE | 27857-G |
| 50-0000161 | New England | 28073903 |
| 99-0008531 | ING/ RELIASTAR | 28108-5 |
| 10-0000102 | New York Life | 29 813 321 |

| AP Number | Insurance Company | Policy Number |
|--------------------------|---|---|
| | | 191 060 3800 |
| | | 1937061 |
| 99-0001208 | | 194 008 3100 |
| 99-0001727 | | 194 073 419 |
| 99-0008259 | | 1952569 |
| 99-0006688 | | 197 027 159 |
| 99-0008502 | NORTHWESTERN/ RELIASTAR / INC | 19766-1 |
| 99-0005958 | | 198 970 0067 |
| 99-0001870 | | 199017 |
| 99-0000387 | 5Star Life / Armed Forces Benefit Ass | |
| 99-0002649 | V = | 200 000 8903 200 001 1875 |
| 99-0004933 | Valley Forge Life Insurance Company | |
| 99-0002642 | SBLI USA Mutual Life | 200 016 409 |
| 99-0000250 | Transamerica Life Ins. Co. / AUSA Life | |
| 10-0000442 | American General / Old Line Life | 2038301 |
| 90-0000119 | CIGNA (Conn Gen) | 2050912 |
| 99-0000292 | Erie Family Life | 205954 |
| 99-0001372 | American General / Old Line Life | 2073411 |
| 99-0000203 | American General / Old Line Life | 2074382 |
| 99-0002421 | American General / Old Line Life | 2076155 |
| 99-0006207 | | 2103090 |
| 99-0001888 | Grange Life Ins | 210464 |
| 10-0000018 | American General / Old Line Life American General / Old Line Life | 2116688 2137046 |
| 10-0000041 99-0005023 | American General / Old Line Life American General / Old Line Life | 2139159 |
| 99-0003281 | | 2149120 |
| 99-0003281 | American General / Old Line Life | 2150024 |
| 99-0003075 | American General / Old Line Life | 2151408 |
| 99-0003225 | Old Line Life | 2164788 |
| 99-0003540 | American General / Old Line Life | 2178904 |
| 99-0003585 | American General / Old Line Life | 2184111 |
| 99-0003669 | American General / Old Line Life | 2184699 |
| 99-0003583 | American General / Old Line Life | 2196734 |
| 99-0003649 | American General / Old Line Life | 2203482 |
| 99-0003762 | New York Life | 41 389 765 |
| 99-0002398 | SBL; USA Mutual Life / Independence Monumental Life / Ins Admin Serv | 414 090 0782 |
| 99-0005348 | Monumental Life | 414-0929630 |
| 99-0002999 | FEGLI | 416767596 |
| 99-0006376 | FEGLI | 418-08-8047 |
| 50-0000059 | FEGLI | 418561625 |
| 99-0000875 | Gerber Life | 4190259 |
| 99-0000597 | CUNA Mutual | 41JV0680605 |
| 99-0008249 | CUNA Mutual | 41JV0761984 |
| 99-0002279 | CUNA Mutual | 41JV0963849 |
| 99-0002051 | AXA/Equitable / The Equitable | 42 611 716 |
| 99-0002727 | New York Life | 42 870 223 42097VL // GT1005 |
| 99-0001036 99-0002536 | Prudential / Transamerica Assurance Western-Southern Life | 42647399 |
| 99-0002938 | Western-Southern Life | 43486414 |
| 99-0005377 | FEGLI | 453067277 |
| 99-0006622 | FEGLI | 454-19-8725 |
| 99-0000180 | FEGLI | 466519489 |
| 99-0000004 | SBLI USA / Staten Island Savings Bar | 48-0008595 |
| 90-0000002 | UNUM | 502836 |
| 99-0002035 | American General / Franklin Life | 5205021 |
| 50-0000097 | UNUM | 521856001/507872 |
| 99-0002588 | United of Omaha | 5238939 |
| 99-0006718 | United of Omaha | 5330547 54 N1303454 |
| 99-0004441 | Americo Financial / College Life / Loy | |
| 99-0002972 | UNUM Nationwide | LPN 805244 55-5207519-0000-000003595 |
| 99-0000388 | United of Omaha | 5593224 |
| 10-0000162 | FEGLI | 565748762 |
| 99-0003991 | FEGLI | 572379764 |
| 99-0008302 | FEGLI | 578662936 |
| 99-0002898 | American Fidelity | 578878 |
| 99-0004459 | FEGLI | 579-66-6476 |
| 99-0004139 | FEGLI | 579-B4-7224 |
| 99-0007079 | John Hancock / Armed Forces Benefit | |
| 99-0000190 | United of Omaha UNUM Life / Prudential / PERA | 5876968 595121 011 |
| 99-0000190 | UNUM Life / Anthem Life / Rocky Mor | |
| | Tarrent me transment energy blocky block | 9 |

| AP Number | Insurance Company | Policy Number |
|--------------------------|--|-----------------------------|
| | ,,,,,, | 29450 |
| | | 29900 29900 |
| 99-0002308 99-0004293 | | 300 037 960 |
| 99-0006879 | | 300 071 779 |
| 99-0008190 | American Memorial Life / Prairie State | |
| 99-0002704 | | 301562796 |
| 99-0002146 | | 302-72-1553 |
| 99-0003621 | General American | 3033100 |
| 99-0000761 99-0000869 | Chubb Sovereign / Jefferson Pilot Liberty Life | 303450 30-901001-0002 |
| 99-0005148 | | 310-57772507 |
| 99-0004829 | SBLI of Massachusets | 33-032246 |
| 99-0004473 | General American | 3328313 |
| 99-0000189 | Time Ins Co / Fortis Benefits | 3407148 |
| 99-0006621 99-0004987 | American United Life / Union Central L | 35000-2281 35084 & 18000 |
| 99-0003598 | MET LIFE The Guardian | 3538496 |
| 99-0003597 | The Guardian | 3595105 |
| 99-0004828 | SBLI of Massachusetts | 36-020966 |
| 99-0005757 | Great Southern Life | 36-08605020 |
| 99-0003785 | Great Southern Life / Ohio Life | 36-09309762 |
| 99-0003867 | FEGLI | 361-66-1947 |
| 99-0008084 99-0000632 | 5Star Life / Armed Forces Benefit Ass Fremont Life / Great Southern | 373441 38-C0711789 |
| 99-0000489 | FEGLI | 391647562 |
| 99-0005534 | Veterans Life | 400 FR 20187 |
| 99-0008218 | Providien Life / Veteran Life | 400 YD 29878 |
| 99-0004547 | Veterans Life | 400 YG 76128 |
| 99-0000497 | Veterans Life | 400 YK 51405 |
| 99-0005414 | Veterans Life SBLI USA Mutual Life / Jamaica Savir | 400 YS 77291 |
| 99-0006959 | Prudential or Phoenix | 40477 |
| 90-0000012 | Prudential | 40849150 |
| 93-0000016 | New York Life | 41 026 113 |
| 99-0006018 | Allstate | 84403147 |
| 99-0002212 | MINNESOTA LIFE | 64815 |
| 99-0000163 | Standard Life John Hancock | 64892B 66 230 637 |
| 99-0004954 | SBLI of Massachusetts | 66-005684 |
| 99-0003627 | AETNA | 660393 |
| 99-0001874 | MET LIFE/ GE | 663 G |
| 99-0000552 | MET LIFE | 679070 |
| 99-0001606 | Aetna | 697490013998 |
| 99-0004583 | GREAT WEST | 697759 7000 |
| 99-0003392 | AETNA | 700370 |
| 99-0008250 | Modern Woodmen of America | 7050477 |
| 99-0003243 | AETNA | 711500 |
| 99-0005928 | Mutual Savings Life | 7115798 |
| 99-0006754 | Stonebridge Life / JCPenney Life | 71L 3271016 |
| 99-0000375 99-0006303 | AETNA Alistate | 724310 727 570 995 |
| 99-0005385 | Allstate | 729 588 462 |
| 99-0002963 | Union Fidelity Life / Montgomery Wan | |
| 99-0000975 | Stonebridge Life / JCPenney Life | 72L 4700792 |
| 99-0002766 | Prudential | 73 361 885 |
| 99-0002905 | Prudential | 73 466 084 |
| 70-0000026 | Prudential Connecticut General Life | 74 929 535 070 012 140 |
| 99-0005788 | Stonebridge Life / JCPenney Life | 74L 40C9911 |
| 99-0008116 | Stonebridge Life Insurance Co. / JCP | |
| 99-0004445 | JCPenney Life | 74L 4706978 |
| 99-0002006 | Stonebridge Life / JCPenney Life | 74L 4733960 |
| 70-0000027 | Stonebridge Life / JCPenney Life | 74L 4877434 |
| 99-0001233 99-0008073 | Stonebridge Life / JCPenney Life JCPenney Life | 74L 4886182 74L 4948079 |
| 99-0006136 | JCPenney Life | 74L40F0828 |
| 99-0002125 | JCPenney Life | 7414783305 |
| 99-0003910 | JCPenney Life | 74L4958405 |
| 10-0000122 | Mutual Benefit Life / MBL Life Assura | |
| 99-0008215 | Nationwide | 7610 G46531 |
| 99-0003527 | Alistate Prudential | 769 836 599 77 717 908 |
| 00-0001 13 <u>Z</u> | 1. 19-bet the | 1 |

| AP Number | Insurance Company | Policy Number |
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| 99-0000190 | PRUDENTIAL | 595121 011 |
| | | 5970720X |
| | | 6 750 139 |
| 99-0008103 | ··· | 610584-a 614300-A |
| | | 62 076 140 |
| | | 62 661 259 |
| | | 62 784 676 |
| 99-0005962 | Prudential | 82 828 219 |
| | | 620 034 4921 |
| 99-0004417 | | 6215653 |
| 99-0001909 | | 625126 |
| 99-000604 | OM Financial Life Insurance Company Prudential | 63 776 809 |
| 99-0007115 | | 6301734 |
| | | 64 518 637 |
| 99-0006370 | Alistate | 64402465 |
| 99-0005779 | Alistate | 64403143 |
| 99-0004362 | Alistate | 64403143 |
| 99-0003332 | Alistate | 64403145 |
| 10-0000245 | Alistate | 64403146 |
| 99-0003740 | Allstate MetLife | 64403147 894 837 234PR |
| 99-0001449 99-0008302 | AXA/Equitable / The Equitable | 90 009 986 |
| 99-0000003 | Motorists Life Ins. Co. | 900 764 7430 |
| 99-0000171 | MetLife | 904 646 557PR |
| 99-0002581 | MET LIFE | 90830 |
| 99-0005144 | MetLife | 91151-90140636470-0 |
| 10-0000399 | MetLife | 912 403 214A |
| 99-0000123 | MetLife | 913 107 148A |
| 10-0000431 | MetLife Hartford Life / Bankers Security / N.M. | 919 251 377PR |
| 99-0001652 99-0000587 | Great American Life of PR / General A | 920 9802 1250 |
| 99-0003098 | MET LIFE | 92090-G |
| 99-0005669 | MetLife | 921 603 825A |
| 99-0003617 | MetLife | 923 002 048PR |
| 99-0006812 | MetLife | 923 602 911A |
| 90-0000161 | MetLife | 925 407 860A |
| 99-0002868 | MetLife | 929 151 913A |
| 99-0D08236 | MetLife METLIFE | 937 002 308A 74242 |
| 10-0000048 99-0002256 | Golden State Mutual | 94307237 |
| 99-0002288 | MetLife | 946 104 478A |
| | MetLife | 947 301 263A |
| 99-0005902 | AFBA / John Hancock | 94762 |
| 10-0000110 | MetLife | 949 653 214PR |
| 99-0008025 | MetLife | 953 000 466PR |
| 99-0005777 | MetLife | 959 050 250A |
| 99-0001483 | Officers Benefit Association / America | |
| 99-0001970 | MetLife | 96290-524-25-3954-0 9644081 |
| 99-0004084 | Navy Mutual Aid Asso Reliastar Employee Benefits / Northwo | |
| 99-0004438 | Baltimore Life | A 0960867 |
| 99-0004844 | All American Life | A 900724 |
| 99-0000851 | All American Life | A 900724 |
| 99-0004333 | American General Life Ins. / All Ameri | |
| 99-0005721 | Columbian Mutual | A010 165 608 |
| 99-0001361 | Liberty National | A031973347 A101542860 |
| 99-0004613 99-0002276 | American General Officers Benefit Association / America | |
| 99-0002275 | All American Life / American Insurance | |
| 99-0004115 | American Ins Admin / All American Li | |
| 99-0002158 | American Ins Admin / All American Li | |
| 90-0000125 | Symetra Life / SAFECO | AA 0675232 |
| 99-0004118 | Great American / Manhattan National | |
| 10-0000463 | New York Life | AA-22 |
| 99-0005850 | Allstate | acct #64402465 |
| 99-0002937 | Monumental Life / Commonwealth Ins | SAE 0228804 |
| 99-0000371 99-0002294 | Reliastar Life / Fmrly Hartford Life / F. ING Reliastar / The Hartford / CNA (F | |
| 99-0002294 | ING / RELIASTAR / BANKERS SECU | |
| 99-0007107 | Prudential / ITT Hartford / ADP | BL-1623814 |
| 99-0004311 | FORT DEARBORN | CA 2819-0001 |
| 99-0003256 | FORT DEARBORN | CA-318800-01 |
| | | |

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| AP Number | Insurance Company | Policy Number |
| 99-0007093 | | 77 849 351 |
| 99-0007035 | | 771 461 93 <u>2</u> 778 925 054 |
| 99-0002468 99-0000152 | | 79 525 343 |
| 99-0007510 | | 79 776 872 |
| 99-0005967 | Alistate | 792 402 208 |
| 99-0007875 | | 8 596 689 |
| 99-0005506 | Reassure America / Guarantee Reser | 8012748 |
| 99-0001557 | Guarantee Reserve | 80323752 |
| 99-0002977 | Reassure America / Guarantee Reser | |
| 99-0001100 | Colonial Life | 8-103-7721-8-0 |
| 99-0000499 | Colonial Life | 8-106-7768-2-0 |
| 99-0003744 | Colonial Life AETNA | 8-111-5439-2-0 N39 222 520 |
| 99-0003703 | JCPenney Life | 82LT775255 |
| 99-0000567 | SUN LIFE OF CANADA | 84170-6 |
| 90-0000192 | National Guardian Life / Protected Hor | |
| 99-0002691 | MetLife | 860 833 055A |
| 99-0008090 | MetLife | 871 031 496PR |
| 99-0001173 | MetLife | 880 332 921A |
| 99-0006717 | MetLife | 894 533 838PR |
| 99-0000698 | MetLife | 894 634 158PR |
| 99-0004963 | FEGLI | CSA3608978 CSA3644247 |
| 99-0007505 | FEGLI IFEGLI | CSA3696456 |
| 99-0004024 | FEGU | CSA3761147 |
| 50-0000075 | FEGLI | CSA3774771 |
| 99-0006363 | FEGLI | CSA3779237 |
| 99-0004503 | FEGLI | CSA3938236 |
| 99-0001029 | FEGLI | CSA8027886 |
| 99-0007113 | FEGU | CSA6029316 |
| 99-0000133 | FEGLI | CSA8030265 |
| 99-0006192 | FEGU FEGU | CSA8030648 CSA8034532 |
| 99-0001865 99-0002925 | FEGLI FEGLI | CSA8036564 |
| 99-0006243 | FEGLI | CSA8037603 |
| 99-0002778 | FEGL | CSA8040757 |
| 99-0003833 | FEGLI | C\$A8043238 |
| 99-0005744 | FEGU | CSA8047936 |
| 92-0000033 | FEGLI | CSA8049449 |
| 99-0008540 | FEGLI | C\$A8070866 |
| 99-0003714 | FEGU | CSA8072743 |
| 99-0001166 | FEGL | CSA8076168 CSA8080644 |
| 99-0001369 | FEGLI | CSA8082022 |
| 99-0006259 | FEGLI | CSA8083545 |
| 99-0005112 | FEGLI | CSA8088749 |
| 99-0004751 | FEGLI | CSA8101029 |
| 99-0006392 | FEGLI | CSA8113233 |
| 99-0008108 | FEGLI | CSA8116615 |
| 10-0000046 | FEGLI | CSA8117989 |
| 99-0008278 | FEGLI | CSA8118616 CSA8122019 |
| 99-0000675 | FEGLI All American Life | D 0055267 |
| 99-0002380 | TIAA / STANDARD | D-B504 |
| 99-0006177 | United of Omaha | DR-3964437 |
| 99-0001138 | Jefferson-Pilot Life | EXB 256180G |
| 99-0005477 | Jefferson-Pilot Life | EXB 804691 |
| 10-0000363 | American General | F008229631 |
| 99-0003753 | LINA | FLI51685 |
| 99-0003754 | AETNA | FLI51685 |
| 99-0001297 | Commercial Life / The Morrissey American United | FLP 5411-2172 G 00500430-9999-002 |
| 99-0000278 10-0000362 | Afterneys Group Insurace Admin / US | |
| 99-0001995 | Prudential | G 20400 2 |
| 10-0000327 | ANTHEM LIFE | G 7408 |
| 99-0003861 | Life Help / New York Life | G059980/128980011 |
| 90-0000167 | AETNA | G12250 |
| 99-0001608 | Fort Dearborn / Medical Life | CM 0000017491 |
| 99-0001608 | Medical Life | CM 0000017491 |
| 99-0005016 | PRUDENTIAL | G14240 |
| 99-0006726 99-0000151 | USLife Collegiate Alumni Trust / NYL | G158409 G-16000-2 |
| 98-0008514 | U.S. LIFE | G172378 |
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| AP Number | Insurance Company | Policy Number |
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| 99-0002693 | Fort Dearborn | CG000592456 |
| | FEGLI | CSA2738382 |
| 99-0000113 | FEGLI | CSA3010632 |
| 99-0003186 | FEGLI FEGLI | CSA3341368 CSA3347306 |
| 99-0000785 | FEGLI | CSA3400768 |
| 99-0007097 | FEGLI | CSA3462659 |
| 99-0002554 | FEGLI | CSA3542134 |
| 99-0005153 | FEGLI | CSA3581728 |
| 99-0002159 | American General / All American Life | G-500,639 |
| 99-0003868 | American General / All American Life | |
| 99-0000184 | American General / All American Life American General / All American Life | |
| 99-0000324 | New York Life | G-500,639 G53930/Ct,156385 |
| 99-0002228 | PROTECTIVE LIFE / FORTIS | G-5434 |
| 99-0002511 | AIG Life | G764 |
| 99-0007332 | New York Life | G87001 |
| 99-0007467 | PRUDENTIAL | G-94272 |
| 99-0008137 | UNUM | GL11025-6 |
| 99-0002719 | CIGNA (CONN.GEN.) | GL14182 |
| 99-000985 99-0002327 | RELIASTAR / ING RELIASTAR / ING | GL203289 GL26065-7 |
| 99-0002327 | ITT HARTFORD | GL33608 |
| 99-0007398 | AIG | GL53000 |
| 99-0003031 | United of Omaha | GLG-01F50-00001 |
| 99-0008082 | United of Omeha | GLG-1F60-00004 |
| 99-0000696 | United of Omaha | GLG-5050, GUG-J990 |
| 99-0003554 | AETNA | 620325 |
| 99-0004117 | AON Insurance Services / The Pruder | |
| 99-0005268 10-0000047 | ALLMERICA / IDR CPIC Life / Blue Shield of CA | GP 25306 |
| 99-0008279 | PRUDENTIAL | grp #: 01L0001-0000 GV1729 |
| 99-0008105 | PRUDENTIAL | GX16000 |
| 99-0000350 | Pacific Guardian Life | H0 477699 |
| 99-0001016 | USBA | ID# 244048022 |
| 99-0004496 | United of Omaha | JA 13 0404729 |
| 99-0001306 | Life investors | JXP 4049133 |
| 99-0004283 | CONSECO Senior Health Ins Co / Am | |
| 99-0003642 | Nationwide Nationwide | L 031847250 L 03196149 |
| 99-0004229 | | L00317432 |
| 99-0005849 | NACOLAH | LD11689110 |
| 99-0000564 | United Farm Family Life | L0708246 |
| 99-0007896 | Starmount Life | L111 114 487 |
| 99-0006043 | Starmount Life | L111 118 722 |
| 99-0003325 | Starmount Life | L111 119 367 |
| 99-0002953 | Cincinnati Life | L2466880 |
| 99-0001487 | Golden Rule State Farm | L52-149-861 LF 0804 3427 |
| 99-0007102 | State Farm | LF-0801-6884 |
| 99-0000598 | State Farm | LF-0891-0053 |
| 99-0004948 | State Farm | LF-0961-0362 |
| 99-0001526 | State Farm | LF-1003-6196 |
| 99-0003045 | State Farm | LF-1006-0430 |
| 99-0002832 | State Farm | LF-1009-7621 |
| 99-0004048 | State Farm | LF-1046-0641 |
| 99-0003545 | State Farm State Farm | LF-1058-2853 LF-1059-4051 |
| 10~0000105 | State Farm | LF-1094-5713 |
| 99-0004331 | State Farm | LF-1184-4711 |
| 99-0007104 | State Farm | LF-1253-7550 |
| 99-0005813 | State Farm | LF-1269-4897 |
| 99-0002205 | State Farm | LF-1307-3137 |
| 99-D0D6011 | State Farm | LF-1314-6215 |
| 99-0002565 | State Farm | LF-1324-1255 |
| 99-0000298 99-0006931 | State Farm State Farm | LF-1329-2414 LF-1333-2216 |
| 80-0000001 | State Farm | LF-1357-7870 |
| 99-0001992 | State Farm | LF-1372-7266 |
| 99-0002777 | State Farm | LF-1410-5967 |
| 99-0004747 | Tennessee Farmers Life | TR 0109692 |
| 99-000605B | United Investors | U000 733 695 |
| 99-0002225 | United Investors | U000632203 |
| 99-0004541 | United Investors | U000716085 |

| AP Number | Insurance Company | Policy Number |
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| | USLife Ins of NY / Princeton Corp.(ad | |
| 99-0004671 99-0003942 | | G-209,290 G2196 |
| | United States Life Ins Co in City of NY | ······································ |
| 99-0000006 | | G-2437 |
| | | G29084 |
| | | G-29121 |
| 99-0006025 99-0000335 | | G-29121-3 G-29200-0 |
| 99-0002807 | | LF-1414-1435 |
| 99-0004694 | | LF-1430-5823 |
| 99-0004881 | | LF-1430-5835 |
| 99-0003524 | | LF-1433-2636 |
| 99-0004049 10-0000164 | | LF-1451-8050 LF-1490-5660 |
| 99-0001191 | | LPA-114854 |
| 99-0005925 | NACOLAH | L.W00005193 |
| 99-0001323 | | LXP 3546011 |
| 99-0007191 | AUSA Life | LXP 3553917 |
| 99-0001112 | | LXP 3558758 |
| 99-0008003 | Officers Benefit Association / America GENERAL AMERICAN | |
| 99-0005141 | Symetra Life / SAFECO | MCP3248 ML 0012611 |
| 99-0003457 | Manhattan Life | ML 95023680 |
| 99-0004970 | Manhattan Life | ML 96011770 |
| 99-0005175 | Manhattan Life | ML 96023250 |
| 99-0005475 | Manhattan Life | ML 96030440 |
| 99-0006047 | Manhattan Life | ML 97010660 MM 1745408 |
| 99-0007072 | Monumental Life Monumental Life | MM 2034948 |
| 99-0006308 | Guarantee Trust | MMT 0005232 |
| 99-0000268 | Guarantee Trust | MMT 0022722 |
| 99-0005485 | Guarantee Trust | MMT 0604533 |
| 99-0005484 | Guarantee Trust | MMT 0604534 |
| 99-0001991 99-0005950 | Veterans Life CUNA Mutual | MP 00431 MP00717 |
| 99-0006063 | CUNA Mutual | MP00717 |
| 99-0003005 | CUNA Mutual | MP00717/ JV0280969 |
| 99-0006566 | CUNA Mutual | MP03018 |
| 99-0007802 | CUNA Mutual | MP03018 |
| 99-0005361 99-0002900 | Union Labor Life / All American Life Union Labor Life / All American Life | MP300009 MP300009 |
| 99-0004742 | MII Life Inc. | MT109PPO |
| 99-0003815 | AXA/Equitable / The Equitable | N86 067 318 |
| 99-0001148 | Hartford Life & Accident | DGL-033913-4 |
| 99-0003010 | John Hancock | ORD 066381785 |
| 99-0001043 99-0000857 | John Hancock John Hancock | ORD 067056136 ORD 067105242 |
| 10-0000064 | All American Life | P 1021628 |
| 99-0004168 | Life Investors | PXL 3619711 |
| 99-0003781 | Life Investors | PXL 3710270 |
| 99-0006138 | Life Investors | PXL 3722223 |
| 99-0004033 | Life Investors | PXL 3947809 |
| 99-0006322 99-0008237 | Life Investors Life Investors | PXL 4097095 PXL 4099173 |
| 90-0000224 | Life Investors | PXL 5010904 |
| 99-0000197 | Life Investors | PXL 5023360 |
| 99-0000592 | GE Capital Assurance / Amex Life | PXL 5048193 |
| 99-0004254 | Life Investors / GE Capital Assurance | PXL 5131190 |
| 99-0001545 | Life Investors Life Investors | PXL 5161692 PXL5210885 |
| 90-0000229 | Aetna | R25 711 450 |
| 99-0003769 | ING Reliastar / Security Connecticut L | |
| 99-0005516 | Allianz | T90 0037486 |
| 99-0003528 | Preferred Life / Citicorp Ins Serv | T96-0015131 |
| 90-0000115 | Preferred Life / Citicorp Ins Serv Security Life | T96-0201455 TC 005966 |
| 99-0005932 | Globe Life and Accident | TL-1 |
| 99-0006195 | Globe Life and Accident | TL-1 |
| 99-0006151 | Globe Life and Accident | TL-1 / 00-D412758 |
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| AP Number | Insurance Company | Policy Number |
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| 20-0000005 | United of Omaha | UA7030278 |
| 99-0005585 | United of Omaha | UR-1018829 |
| 99-0008542 | Reliance Standard Life | VG 17013062 |
| 99-0003356 | Reliance Standard Life | VG 17014733 |
| 99-0001076 | Reliance Standard Life | VG 17018753 |
| 99-0003994 | LINA | VTL 527450495 |
| 99-D008086 | LINA | VTLX 00019790 |
| 99-0001667 | LINA / IBS | VTM 2000 |
| 99-0006588 | Life Investors | VXL 9666536 |
| 99-0008037 | Life Investors | VXL 9684333 |
| 99-0003661 | Life Investors | VXI,9028892 |
| 99-0000117 | Liberty Life | XL 10137820 |
| 99-0009001 | Providian Life / Peoples Benefit Life | 010 I B 32744 |

| AP Number | Insurance Company | Policy Number |
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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 04-60573 CIV-MORENO

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

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MUTUAL BENEFITS CORP., et al.,

Defendants,

VIATICAL BENEFACTORS, LLC, et al.,

Relief Defendants.

ORDER GRANTING RECEIVER'S MOTION TO APPROVE SALES OF POLICIES AND INCORPORATED MEMORANDUM OF LAW ("BID 2", PORTFOLIOS #1, 2, AND 4)

On August 9, 2007, Roberto Martínez, court-appointed receiver ("Receiver") of Mutual Benefits Corp. ("MBC"), Viatical Benefactors, LLC ("VBLLC"), Viatical Services, Inc. ("VSI"), and Anthony Livoti, Jr. and Anthony Livoti, Jr., P.A., solely in their capacity as trustee (collectively the "Receivership Entities"), filed a motion (the "Sale Motion") requesting this Court to approve the proposed sale of certain insurance policies and all related rights, including beneficial interests, free and clear of all liens, claims, interests and encumbrances, to the highest bidder at auction with respect to those insurance policies, Silver Point Capital Fund, L.P. ("Silver Point" or "Buyer") for a total of \$11,000,000 (subject to adjustment pursuant to the terms of the Purchase Agreements (as defined below)), or to the appropriate "Back-Up Bidder" in the event that Silver

Point fails to close as provided in a Purchase Agreement. This Court has considered the Sale

EXHIBIT

Document 1924-6

Motion, the attached form of Asset Purchase Agreement (the "Purchase Agreement"), the representations of the Receiver therein, the record in these cases, and relevant authorities, and makes the following findings and conclusions:

- On May 3, 2004 the Securities and Exchange Commission ("SEC") filed an action seeking entry of a temporary restraining order, preliminary injunction, permanent injunction and other relief with respect to the Receivership Entities (DE#1). On May 4, 2004, this Court entered a Temporary Restraining Order and Other Emergency Relief (DE#25), and entered an Order Appointing Receiver (DE#26). On February 14, 2005 this Court entered its Order Granting Motion for Preliminary Injunction (DE#711), sustaining the Report and Recommendation of Judge Garber dated November 10, 2004 (DE#522), as supplemented on November 16, 2004 (DE#529).
- The Order Appointing Receiver (DE#26) authorizes and directs the Receiver to "take immediate possession of all MBC, VBLLC and VSI property, assets and estate, and all other property of MBC, VBLLC and VSI of every kind whatsoever and wheresoever located belonging to or in the possession of MBC, VBLLC and VSI," and further authorizes and directs the Receiver to "administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this Court." That Order provides that "[t]itle to all property, real or personal, all contracts, rights of action and all books and records of MBC, VBLLC and VSI and their principals, wherever located within or without this state, is vested by operation of law in the Receiver." It further authorizes the Receiver to "make, or authorize the making of, such agreements as may be reasonable, necessary and advisable in discharging the Receiver's duties. ..."
- C. On September 14, 2005, this Court entered its Order on Disposition of Policies and Proceeds (DE#1339)(the "Disposition Order"). On November 22, 2005, this Court entered its Order 3298/101/278810-2 2

Clarifying Disposition Order and Approving Form of Notice (DE#1474) (the "Clarification Order"). These Orders collectively directed that investors be provided an opportunity to vote on whether to keep, sell or surrender the policy(s) in which they had an interest, and authorized the manner by which the Receiver was to solicit investors' elections. The decision as to how to dispose of each policy was to be determined by the vote of the majority of the interests in a policy that properly submitted votes with respect to the policy.

- In accordance with these Orders, voting on each of the policies was conducted, the D. result of which is that approximately 3,138 policies with a face value of approximately \$383,850,782 were designated to be sold (the "Salable Policies").
- On May 21, 2007 the Receiver initiated the sale process for certain of the Salable E. Policies (a group sometimes referred to as the "Bid 2 Policies") by sending out a letter soliciting bids for the Bid 2 Policies, which were divided into four portfolios (each, a "Portfolio"), together with a description of the bidding procedures (the "Bidding Procedures") to be followed by the Receiver with respect to the Bid 2 Policies. The Bid 2 Policies consisted of 1,949 Policies with a total face value of \$241,218,185. The letter was sent to approximately fifty parties who had expressed an interest in purchasing policies from the Receiver or who were otherwise known to the Receiver to be potentially interested in such purchases. The Mutual Benefits case and potential availability of policies for purchase are well known to interested parties who are potentially in the market for purchase of viaticated policies, including through the advertisement of the prior auction, and the Receiver appropriately concluded that additional marketing was unnecessary in the circumstances.
- The Bidding Procedures followed by the Receiver for the Bid 2 Policies provided an F. opportunity for qualified bidders to submit an initial qualifying bid for each or any of the Portfolios, and if multiple qualifying bids were received for any of the Portfolios, for an auction to be conducted 3298/101/278810-2 3

in order to determine the highest and best bid for such Portfolio. The Bidding Procedures required that bids be submitted substantially in accordance with the form of a specified purchase agreement. The Bidding Procedures further provided that upon the conclusion of the auction, the Receiver could (a) determine, in his business judgment, which bid, if any, was the highest bid; and (b) reject, at any time before the entry of a sale order, any bid that (i) was inadequate or insufficient; (ii) was not in conformity with the Bidding Procedures, any order of this Court, or the terms and conditions of the Receiver's specified purchase agreement; or (iii) was contrary to the best interests of the Receiver. If the Receiver advised a bidder that its bid was selected as the "Highest Bid" or "Backup Bid", then such bidder was required to make a deposit equal to 10% of the proposed purchase price within one business day thereafter.

- On or before June 18, 2007, the Receiver received qualified bids from a total of five G. different bidders, as follows:
 - Portfolio #1: three bids, with a high bid of \$1,200,000;
 - Portfolio #2: three bids, with a high bid of \$3,600,000;
 - Portfolio #3: five bids, with a high bid of \$1,500,000; and
 - Portfolio #4: two bids, with a high bid of \$750,000.
- H. In accordance with the Bidding Procedures, the Receiver proceeded to conduct an auction of each of the Portfolios on June 22, 2007. At the auction, each qualified bidder was given an opportunity to increase its bid with respect to each Portfolio for which it had submitted a qualified bid, with bidding proceeding until each qualified bidder indicating that it would increase its bid no higher. Upon the conclusion of the auction, the highest and next-highest bids as to each Portfolio (with respect to each Portfolio, the "Highest Bid" and the "Backup Bid", respectively) submitted in

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- Portfolio #1:
 - Highest Bid: \$3.750.000 by Silver Point (on behalf of Silver Point and Acheron

Capital Ltd.)

\$3,500,000 by Fidelity Investment Corp. Backup Bid:

Portfolio #2:

\$5,750,000 by Silver Point (on behalf of Silver Point and Acheron Highest Bid:

Capital Ltd.)

\$5,500,000 by Castle Bay Investments P.L.C. Backup Bid:

Portfolio #3:

Highest Bid: \$4,600,000 by Credit Suisse Securities (Europe) Limited

\$4,500,000 by Gross Foundation Inc. Backup Bid:

Portfolio #4:

\$1,500,000 by Silver Point (on behalf of Silver Point and Acheron Highest Bid:

Capital Ltd.)

\$1,400,000 by Fidelity Investment Corp. Backup Bid:

- I. After bidding was concluded, each party that submitted the Highest Bid and the Backup Bid for each Portfolio was required to make a deposit which, together with such party's initial deposit, was equal to 10% of its bid. Each of the bidders who submitted either the Highest Bid or Backup Bid for each of the Portfolios complied with this requirement.
- At the conclusion of the bidding on each of the Portfolios in accordance with the J. Bidding Procedures, "non-conforming" bids (bids which were not submitted in conformity with the Bidding Procedures) were submitted by various parties. These included a bid by Fidelity Investment Corp. ("Fidelity") as a combined bid of \$16,002,000 on all four Portfolios, and a joint bid from Silver Point and Credit Suisse Securities (Europe) Limited ("Credit Suisse") on all four Portfolios for \$16,100,000. The Receiver's representative advised all parties that such bids were not submitted in conformity with the Bidding Procedures.
- After considering the foregoing bids, the Receiver, in the exercise of his business K, judgment, determined that the Highest Bids on Portfolios #1, 2, and 4 are in the best interests of the

Receivership and that the purchase and sale of such Portfolios to Silver Point as the party having submitted such Highest Bids, in accordance with the terms of the Purchase Agreements, should be approved. The Receiver determined that the Highest Bid on Portfolio #3 does not represent sufficient value for that Portfolio (and also that none of the "non-conforming" combined bids on all four Portfolios represent sufficient value for all four Portfolios in the aggregate) and accordingly has elected, in his business judgment, not to seek approval of a sale of Portfolio #3 at this time or of any of the "non-conforming" combined bids. The Court finds that the foregoing determinations by the Receiver represent a reasonable, appropriate and sound exercise of the Receiver's business judgment.

- L. Simultaneously with the filing of his Sale Motion, the Receiver served a *Notice to Investors & Interested Parties of Proposed Sale of Policies* upon all investors who held interests in the Bid 2 Policies [(other than those comprising Portfolio #3)] and all insurers who had issued such Bid 2 Policies (the Bid 2 Policies, other than those comprising Portfolio #3, being referred to herein collectively as the "Salable Bid 2 Policies"). This Court finds that due and adequate notice of the sale of the Salable Bid 2 Policies on the terms set forth in the Purchase Agreements has been provided to all interested parties, and that no further notice or opportunity to object is required.
- M. This Court finds that: (i) the sale of the Salable Bid 2 Policies and other Acquired Assets (as defined in the Purchase Agreements) in accordance with the Purchase Agreements is in the best interest of the Receivership Entities, the creditors thereof, the investors in the Receivership Entities, and the beneficiaries of the Salable Bid 2 Policies and all other persons and entities with an interest in the Receivership Proceeding; (ii) the Bidding Procedures were designed to obtain the highest and best offer for the sale of the Salable Bid 2 Policies and the other Acquired Assets, and the sale to Buyer on the terms of the Purchase Agreements constitutes the highest and best offer for

¹ Exhibit "A" to this Order sets forth a list of the Salable Bid 2 Policies.

the Salable Bid 2 Policies and the other Acquired Assets; (iii) the consideration being provided by Buyer for the Salable Bid 2 Policies and other Acquired Assets, and the terms of the Purchase Agreements, are fair and reasonable, constitute the highest and best offer for the Salable Bid 2 Policies and other Acquired Assets, and constitute reasonably equivalent value for the Salable Bid 2 Policies and other Acquired Assets, and (iv) accordingly that the sale of the Salable Bid 2 Policies and other Acquired Assets to Buyer pursuant to the Purchase Agreements should be authorized and approved.

N. This Court further finds that Buyer has at all times acted without collusion and in good faith in bidding on, and negotiating the purchase of, the Salable Bid 2 Policies and other Acquired Assets and is a good faith purchaser of the Salable Bid 2 Policies and other Acquired Assets and is entitled to all of the protections under law accorded to a party with such status. Each Purchase Agreement was negotiated, proposed and entered into by the Receiver and Buyer without collusion and in good faith, and is the end result of arms' length bargaining in which the Receiver and Buyer were represented by competent counsel.

Accordingly, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

- 1. The Receiver has the sole and absolute authority, on behalf of the Receivership Entities, to convey all claims, options, privileges, right, title and interest in, to and under the Salable Bid 2 Policies and other Acquired Assets.
- 2. The sale of the Salable Bid 2 Policies and other Acquired Assets to Buyer in accordance with the terms of the Purchase Agreements is approved, and Buyer and the Receiver are authorized and directed to consummate all of the transactions contemplated thereby. In the event that the Buyer fails to close with respect to any of Portfolios #1, 2, or 4, the Receiver is authorized to proceed to closing with the Backup Bidder for such Portfolio(s) without further order of this Court,

and all references to "Buyer" herein shall be deemed to apply to such Backup Bidder. Any objection to such sale (either to Silver Point or a Backup Bidder, as applicable) which has not been withdrawn is hereby overruled on its merits.

- The Buyer has acted in good faith and is a good faith purchaser of the Salable Bid 2 Policies and other Acquired Assets.
- 4. The transfer of the Salable Bid 2 Policies and other Acquired Assets will be a legal, valid and effective transfer of the Salable Bid 2 Policies and other Acquired Assets and will vest Buyer with good and valid title and all right, title and interest in and to the Salable Bid 2 Policies and other Acquired Assets. At the Closing, Buyer will be vested with all claims, options, privileges, right, title and interest in, to and under the Salable Bid 2 Policies and other Acquired Assets, free and clear of all Encumbrances (as defined in the Purchase Agreements). Any person, including, without limitation, any creditor of or investor in the Receivership Entities, any beneficial interest holder or other holder of any Salable Bid 2 Policy and any insurance company or other entity which issued or is obligated under any Salable Bid 2 Policy and the successors and assigns of any of the foregoing, asserting or having an encumbrance of any kind or nature against or in any Receivership Entity or any of the Salable Bid 2 Policies or other Acquired Assets arising out of, in connection with, or in any way relating to the Receivership Entities, any Salable Bid 2 Policy or other Acquired Asset, or the transfer thereof to Buyer and its successors and assigns, shall be, and hereby are, forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Encumbrance against Buyer and its successors and assigns or any subsequent owner of any Salable Bid 2 Policy or other Acquired Asset.
- 5. From and after the Closing (as defined in the Purchase Agreement), Buyer and any subsequent owner of a Salable Bid 2 Policy shall have the right to obtain updated medical 3298/101/278810-2

information from time to time regarding each insured/viator under each Salable Bid 2 Policy including (a) pursuant to 45 C.F.R. § 164.512(e)(1)(i), all health care providers who are served with a copy of this Sale Order and a written request by Buyer or any subsequent owner of a Salable Bid 2 Policy shall be authorized and compelled to immediately release copies to Buyer or any subsequent owner of such Salable Bid 2 Policy, as the case may be, of all records relative to the care, treatment and health of any insured/viator under such Salable Bid 2 Policy so requested by Buyer or such subsequent owner thereof, as the case may be, for the purpose of monitoring health and predicting life expectancy, and (b) each of the insureds/viators under a Salable Bid 2 Policy being required to provide Buyer and any subsequent owner of such Salable Bid 2 Policy with contact information for such insured/viator, Health Insurance Portability and Accountability Act of 1996 compliant medical authorizations, contact information for all physicians or other medical providers who have treated such insured/viator since December 31, 2000, and any and all medical information generated since December 31, 2000 pertaining to such insured's/viator's health and medical condition, and Buyer or any subsequent owner of a Salable Bid 2 Policy shall be entitled to seek enforcement of this provision as to any person, including by way of example, and not limitation, an application for a finding of contempt.

- This Sale Order and each Purchase Agreement shall be binding in all respects upon all 6. creditors of the Receivership Entities, any investor in the Receivership Entities, any beneficial interest holder or other interest holder of a Policy, any insurance company or other entity which issued or is obligated under any Salable Bid 2 Policy, and any other party in interest in the Receivership Proceeding and any of the successors or assigns of the foregoing.
- The failure to specifically include or describe any particular provision of any Purchase 7. Agreement in this Sale Order shall not impair or diminish the effectiveness of such provision, it 3298/101/278810-2

being the intent of this Court that each Purchase Agreement be authorized and approved in its entirety.

- Any of the Purchase Agreements and any related agreement, document or other 8. instrument may be modified, amended or supplemented by parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further notice or order of this Court, provided that any such modification, amendment or supplement does not constitute a material modification of the respective Purchase Agreement.
- The sale of the Salable Bid 2 Policies and other Acquired Assets is not precluded by or contrary to any prior order issued by this Court and no further consents by any person (including any governmental authority) are required to convey the Salable Bid 2 Policies and other Acquired Assets to Buyer in accordance with the Purchase Agreements.
- This Court retains jurisdiction to enforce and implement the terms of each Purchase 10. Agreement, including to resolve any disputes arising under any Purchase Agreement, and to interpret, implement, and enforce the provisions of this Sale Order.
- This Sale Order constitutes an interlocutory or a final judgment in a receivership 11. action and thus this Sale Order shall become effective immediately upon its entry as provided in Rule 62(a) of the Federal Rules of Civil Procedure.
 - The provisions of this Sale Order are non-severable and mutually dependent. 12.

HON, FEDERICO A, MORENO UNITED STATES DISTRICT JUDGE

Copies furnished to: Counsel of Record