

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and between

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

and

SPCP GROUP, LLC

DATED AS OF JANUARY 25, 2007

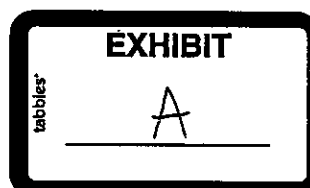


Table of Contents

Page

ARTICLE I
DEFINITIONS; CERTAIN RULES OF CONSTRUCTION

Section 1.1	Defined Terms	1
Section 1.2	Certain Rules of Construction.....	6

ARTICLE II
PURCHASE AND SALE OF THE PURCHASED ASSETS

Section 2.1	Purchase and Sale	7
Section 2.2	Excluded Assets	8
Section 2.3	Assumed Liabilities	9
Section 2.4	Purchase Price	9

ARTICLE III
CLOSING

Section 3.1	Closing	9
Section 3.2	Deliveries by Seller.....	10
Section 3.3	Deliveries by Buyer	11

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Section 4.1	Status as Receiver	11
Section 4.2	Authority, Power and Binding Effect	11
Section 4.3	No Violation; Consents.....	12
Section 4.4	Litigation; No Violations of Law.....	12
Section 4.5	Title to Purchased Assets	12
Section 4.6	Accuracy of Information.....	13
Section 4.7	Brokers and Finders	13
Section 4.8	Status of Policies	13
Section 4.9	Pre-Closing Date Operations	13

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Section 5.1	Existence and Standing.....	13
Section 5.2	Authority, Power and Binding Effect	13
Section 5.3	No Violation; Consents.....	14
Section 5.4	Litigation.....	14
Section 5.5	Brokers and Finders	14
Section 5.6	Financing.....	14

Table of Contents
(continued)

Page

ARTICLE VI
COVENANTS OF THE PARTIES

Section 6.1	Court Actions.....	15
Section 6.2	Conduct of Business Prior to Closing.....	15
Section 6.3	Pre-Auction Deposit.....	16
Section 6.4	Policy Notices.....	16
Section 6.5	Post-Closing Servicing.....	16
Section 6.6	Access.....	17
Section 6.7	Reasonable Efforts; Further Assurances.....	17
Section 6.8	Policy Proceeds and Communications.....	17
Section 6.9	Transaction Costs; Taxes.....	18
Section 6.10	Optional Repurchase of Policies.....	19
Section 6.11	Notice.....	19
Section 6.12	Pre-Closing Loans.....	20

ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES

Section 7.1	Conditions Precedent to Obligations of Buyer.....	20
Section 7.2	Conditions Precedent to the Obligations of Seller.....	21

ARTICLE VIII
TERMINATION

Section 8.1	Termination of Agreement.....	22
Section 8.2	Effect of Termination.....	22
Section 8.3	Termination Fee; Return of Deposit.....	23

ARTICLE IX
CONFIDENTIAL INFORMATION

Section 9.1	Confidential Information.....	23
Section 9.2	Confidentiality Obligation.....	23
Section 9.3	Exceptions to Confidentiality Obligations.....	24
Section 9.4	Injunctive Relief.....	24

ARTICLE X
MISCELLANEOUS

Section 10.1	Survival.....	24
Section 10.2	Successors and Assigns; No Third-Party Beneficiaries.....	24
Section 10.3	Notices.....	25
Section 10.4	Governing Law; Submission To Jurisdiction.....	26

Table of Contents
(continued)

	<u>Page</u>
Section 10.5 Entire Agreement.....	26
Section 10.6 Amendment; Waiver; Consent.....	27
Section 10.7 Severability	27
Section 10.8 Counterparts.....	27
Section 10.9 Headings	27
Section 10.10 Specific Performance	27
Section 10.11 Fiduciary Status of Receiver.....	28

Exhibits

Exhibit 3.2(b)(ii)	Certain Terms of the Escrow Agreement
Exhibit 6.1	Bidding Procedures
Exhibit 6.12	Certain Terms of Pre-Closing Loans
Exhibit 7.1(f)	Certain Terms of the Sale Order

Schedules

Schedule 1.1	Certain Permitted Encumbrances
Schedule 2.1(a)	Policies
Schedule 2.4-1	Cash Value Purchase Price Reduction Policies
Schedule 2.4-2	Non-Cash Value Purchase Price Reduction Policies
Schedule 4.4(a)	Pending and Threatened Actions

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT dated as of January 25, 2007 is entered into by and between Roberto Martinez, as the receiver (in such capacity, "Seller") for Mutual Benefits Corp., a Florida corporation ("MBC"), Viatical Services, Inc., a Florida corporation ("VSI"), and Viatical Benefactors, LLC, a Delaware limited liability company ("VBLLC" and together with MBC and VSI, the "Receivership Entities"), and SPCP Group, LLC, a Delaware limited liability company ("Buyer").

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");

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");

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

WHEREAS, pursuant to the Order on Disposition of Policies and Proceeds, entered by the Court on September 14, 2005, Seller has been vested with full power and authority to sell the Purchased Assets; and

WHEREAS, Seller desires to, on behalf of each Receivership Entity and each Third Party Beneficiary (as defined below), sell and assign to Buyer, and Buyer desires to purchase from each Receivership Entity and each Third Party Beneficiary and accept assignment from each Receivership Entity and each Third Party Beneficiary of, all of each such Receivership Entity's and Third Party Beneficiary's claims, options, privileges, right, title and interest in, to and under the life insurance policies and group insurance policies identified herein and other assets and properties related thereto, all upon the terms and conditions set forth herein;

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

ARTICLE I DEFINITIONS: CERTAIN RULES OF CONSTRUCTION

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

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

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

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

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

“Auction” has the meaning given to such term in the Bidding Procedures.

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

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

“Bill of Sale and Assignment and Assumption Agreement” has the meaning given to such term in Section 3.2(b)(i) of this Agreement.

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

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

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

“Closing Date” means the date on which the Closing occurs.

“Closing Date Pre-Closing Loan Balance” means the sum of (i) the aggregate principal amount of the Pre-Closing Loans outstanding as of the Closing Date and (ii) all accrued and unpaid interest on the Pre-Closing Loans as of the Closing Date.

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

“Confidentiality Agreement” means the Confidentiality Agreement dated October 19, 2006 between Seller and Buyer.

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

"Court Orders" means collectively (i) the Purchase Agreement and Bidding Procedures Order, (ii) the Sale Order and (iii) the Policy Order.

"Cut-Off Date" means October 16, 2006.

"Deposit" has the meaning given to such term in Section 3.2 of this Agreement.

"Earnest Money Deposit" has the meaning given to such term in the October 10, 2006 letter from Seller titled "Mutual Benefits Corp. Solicitation of Stalking Horse Bidder".

"Encumbrance" means any lien (statutory or otherwise), claim, Liability, interest, beneficial interest, right, pledge, option, charge, hypothecation, security interest, right of first refusal, mortgage, deed of trust or other encumbrance of any kind or any right or interest of any party arising from any prior Order entered in the Receivership Proceeding, including any Order with respect to the pooling of the interests in the Policies.

"Escrow Agent" means the Person named as the "Escrow Agent" in the Escrow Agreement, which shall be a financial institution reasonably acceptable to Seller and Buyer.

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

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

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

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

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

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

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

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

"Permitted Encumbrances" means collectively (i) the loans, if any, on the Policies set forth on Schedule 1.1 hereto, (ii) the rights of Seller granted by the Court, (iii) the rights of the Third Party Beneficiaries, but with respect to this clause (iii), only to extent set forth on Schedule 4.5 hereto and (iv) the right of the insured under the Policy identified by policy number 99-0000377 to repurchase such Policy prior to the entry of the Sale Order.

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

"Policies" has the meaning given to such term in Section 2.1(a) of this Agreement.

"Policy Files" has the meaning given to such term in Section 2.1(b) of this Agreement.

"Policy Motion" has the meaning given to such term in Section 6.1(b) of this Agreement.

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

"Policy Order" means one or more orders of the Court, in form and substance reasonably satisfactory to Buyer, approving the Policy Motion.

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

"Potential Stalking Horse Bidder" has the meaning given to such term in the October 10, 2006 letter from Seller titled "Mutual Benefits Corp. Solicitation of Stalking Horse Bidder".

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

"Pre-Closing Financing Agreements" means collectively, any one or more agreements pursuant to which Buyer and/or any Affiliate thereof commits to make and/or makes Pre-Closing Loans to Seller, together with any other document executed by Seller, Buyer or any Affiliate thereof in connection therewith.

"Pre-Closing Loans" has the meaning given to such term in Section 6.12 of this Agreement.

"Pre-Policy Notice Policy" means, at the time of determination, any Policy for which Buyer has not properly prepared and submitted a Policy Notice to the insurance company that issued such Policy, in accordance with Section 6.5(b) hereof; provided, that, upon the repurchase of a Policy by Seller (or a Receivership Entity) pursuant to Section 6.10 hereof, such Policy shall cease to be a Pre-Policy Notice Policy.

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

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

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

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

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

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

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

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

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

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

"Servicing Period" means, with respect to any Policy, the period beginning on the Closing Date and ending on the earlier of (i) the first (1st) anniversary of the Closing Date and (ii) the later of (a) the last day of the month which is three (3) months after the month in which the Closing occurs and (b) the last day of the month in which the insurance company that issued such Policy acknowledges in writing the transfer of the ownership and each beneficiary of such Policy in accordance with the respective Policy Notice.

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

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

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

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

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

"Third Party Beneficiary" means any Person other than Seller or a Receivership Entity that is named as a beneficiary of a Policy.

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

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

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

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

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

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

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

- (d) words herein of any gender are deemed to include each other gender;
- (e) unless the context otherwise requires, a reference herein to any party to this Agreement or any other agreement or document includes such party's permitted successors and permitted assigns;
- (f) a reference herein to any agreement or other document is to such agreement or other document (together with any schedules, exhibits and other attachments thereto) as it may have been or may hereafter be amended, modified, supplemented, waived and/or restated from time to time in accordance with its terms and the terms hereof (if applicable thereto);
- (g) a reference herein to any legislation or to any provision of any legislation includes any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and rules issued thereunder or pursuant thereto; and
- (h) all references herein to "\$", "funds" and "dollars" refer to United States currency.

ARTICLE II

PURCHASE AND SALE OF THE PURCHASED ASSETS

Section 2.1 Purchase and Sale. Upon the terms and conditions set forth herein, at the Closing, Seller shall, on behalf of each Receivership Entity and each Third Party Beneficiary, sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from each Receivership Entity and each Third Party Beneficiary and accept assignment from each Receivership Entity and each Third Party Beneficiary of, all of each such Receivership Entity's and Third Party Beneficiary's claims, options, privileges, right, title and interest in, to and under the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances described in clause (i) of the definition thereof. For all purposes of this Agreement, "Purchased Assets" means all of the following items as in existence on the Closing Date:

- (a) subject to Section 2.2 hereof, each life insurance policy and group insurance policy identified on Schedule 2.1(a) hereto (collectively, the "Policies"), and without limiting Section 4.8 hereof, whether or not such Policy has lapsed prior to the Closing Date (or prior to the date hereof) or may not otherwise be in full force and effect on the Closing Date (or on the date hereof);
- (b) all files, documents, instruments, papers, correspondence, communications, books and records (including all originals thereof) evidencing or otherwise 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 insurance companies that issued the Policies, (iv) all documents and instruments executed and/or delivered by or to Seller, a Receivership Entity, a Third Party Beneficiary, an insured, a viator or any other Person in respect of a Policy, or the direct or

indirect acquisition, ownership or disposition thereof by Seller, any Receivership Entity or any Third Party Beneficiary (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, any Receivership Entity or any Affiliate of a Receivership Entity) owning an interest in the Policies (and any such confidential information shall not be a Purchased Asset);

(c) all death benefits, proceeds and other amounts paid or payable under or otherwise in respect of any Policy, whether or not any of such death benefits, proceeds or other amounts were or are paid or payable to Seller, any Receivership Entity or any Third Party Beneficiary prior to, on or after the date hereof or the Closing Date;

(d) all prepaid premiums, expenses and charges with respect to any Policy which were or are paid prior to the Closing Date and pertain to a time period on or after the Closing Date; and

(e) 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 or any Assumed Liability.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, none of Seller, the Receivership Entities or the Third Party Beneficiaries shall sell, convey, assign, transfer or deliver to Buyer, and Buyer shall not purchase or accept from Seller, the Receivership Entities or the Third Party Beneficiaries, any claims, options, privileges, right, title or interest in, to or under:

(a) any asset or property of Seller, any Receivership Entity or any Third Party Beneficiary that is not specifically set forth in Section 2.1 hereof;

(b) without limiting clause (a) or (c) of this sentence, any life insurance policy or group insurance policy identified on Schedule 2.1(a) hereto (i) with respect to which Seller has provided Buyer, prior to the entry of the Sale Order, documentation reasonably satisfactory to Buyer evidencing the death of the insured under such policy and (ii) the exclusion of which as a Purchased Asset in accordance with this Section 2.2 will not result in the Purchase Price being more than \$1,000,000 less than the Stated Purchase Price pursuant to Section 2.4 hereof; or

(c) without limiting clause (a) or (b) of this sentence, the life insurance policy identified by policy number 99-0000377, if (i) the insured thereunder has exercised its right to repurchase such policy, and Seller has provided Buyer with written notice of such exercise, prior to the entry of the Sale Order and (ii) the exclusion of such policy as a Purchased Asset in accordance with this Section 2.2 will not result in the Purchase Price being more than \$1,000,000 less than the Stated Purchase Price pursuant to Section 2.4 hereof.

From and after the date upon which the conditions set forth in clauses (b)(i) and (ii), or in clauses (c)(i) and (ii), of the immediately preceding sentence are satisfied with respect to any such life insurance policy or group insurance policy, such policy shall cease to be a Purchased Asset (and cease to be a "Policy") for all purposes of this Agreement, and without limiting the foregoing, Buyer shall not at the Closing purchase such policy or any right, title or interest in, to or under

such policy (including, without limitation, any death benefits, proceeds or amounts paid or payable under or otherwise with respect to such policy) or assume any obligation thereunder.

Section 2.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, 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 from and after the Closing Date (such obligations, the "Assumed Liabilities"). Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not assume, pay, perform, succeed to, discharge, become subject to or be responsible for any Liability of Seller or a Receivership Entity other than the Assumed Liabilities, and Seller and the Receivership Entities shall remain responsible for all of the Liabilities of Seller and the Receivership Entities other than the Assumed Liabilities.

Section 2.4 Purchase Price. The aggregate purchase price for the Purchased Assets being purchased hereunder is \$13,350,000 (the "Stated Purchase Price"), subject to any adjustment as provided by the immediately following sentence (the Stated Purchase Price, as so adjusted, the "Purchase Price"). In the event any life insurance policy or group insurance policy identified on Schedule 2.1(a) hereof ceases to be a Purchased Asset in accordance with clause (b) or (c) of the first sentence of Section 2.2 hereof, the aggregate purchase price for the Purchased Assets being purchased hereunder shall be reduced by an amount equal to (i) if such policy is set forth on Schedule 2.4-1 hereto, the sum of (x) the cash value of such policy as set forth on such Schedule 2.4-1 hereto and (y) the product of five percent (5%) and such cash value and (ii) if such policy is not set forth on Schedule 2.4-1 hereto, the amount set forth next to such policy on Schedule 2.4-2 hereto; provided, that, in no event shall the aggregate purchase price for the Purchased Assets being purchased hereunder be less than \$12,350,000. At the Closing, Buyer shall pay the Purchase Price to Seller in the manner provided in Section 3.3(a) hereof and shall assume the Assumed Liabilities from the Receivership Entities, and Seller shall accept the Purchase Price from Buyer and the assumption of the Assumed Liabilities by Buyer, in full payment for the Purchased Assets.

ARTICLE III CLOSING

Section 3.1 Closing. Unless this Agreement shall have been terminated pursuant to Section 8.1 hereof, the closing of the transactions contemplated hereby (the "Closing") shall take place on the third (3rd) Business Day following the day on which all of the conditions set forth in Article VII hereof shall have been satisfied or waived by the respective party (other than those conditions that are to be satisfied at the Closing, but subject to the satisfaction or waiver by the respective party of each such condition), or on such other date as the parties hereto shall mutually agree, and in any event, as soon as practicable following entry of the Sale Order. The Closing shall be held at the offices of Kozyak, Tropin & Throckmorton, P.A., 2525 Ponce de Leon Boulevard, Miami, Florida 33134, at 10:00 a.m., local time, unless the parties hereto otherwise agree.

Section 3.2 Deliveries by Seller.

(a) At the Closing, Seller shall deliver the full amount of any one or more deposits theretofore made by Buyer in connection with the transactions contemplated hereby (the aggregate amount of any such deposits, including the Earnest Money Deposit and the deposit contemplated by Section 6.3 hereof, and all interest income (but not any investment loss) on each such deposit, the "Deposit") to the account of the Escrow Agent specified in the Escrow Agreement for such payment, in immediately available funds.

(b) At the Closing, Seller shall deliver the following to Buyer:

(i) with respect to the Purchased Assets to be sold and assigned by Seller to Buyer and the Assumed Liabilities to be assumed by Purchaser, a bill of sale and instrument of assignment and assumption, in form and substance reasonably satisfactory to Buyer and Seller (the "Bill of Sale and Assignment and Assumption Agreement"), that has been executed by Seller;

(ii) an escrow agreement, in form and substance reasonably satisfactory to Buyer and Seller reflecting, among other terms, those terms set forth on Exhibit 3.2(b)(ii) hereto (the "Escrow Agreement"), that has been executed by Seller;

(iii) a power of attorney, in form and substance reasonably satisfactory to Buyer (the "Power of Attorney"), that has been executed by Seller, and grants to Buyer an irrevocable power of attorney, with full power of substitution, coupled with an interest, to take in the name of Seller and the Receivership Entities, as applicable (but on behalf of and for the benefit of and at the expense of Buyer), all lawful steps necessary or otherwise advisable to endorse, negotiate or otherwise realize on any writing or other right of any kind included in the Purchased Assets, including, without limitation, as may be necessary or otherwise advisable to change the named owner or beneficiary of any Policy and to cause the insurance company that issued such Policy to recognize each such change;

(iv) such other bills of sale, assignments and other instruments of transfer or conveyance as Buyer may reasonably request (by notice to Seller given at least two (2) Business Days prior to the Closing) to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Buyer hereunder;

(v) a copy of the Sale Order and the Policy Order that have been certified by the Court;

(vi) the Policy Files, and if not included in the Policy Files, then (A) a single schedule setting forth the future premium payments owing under the Policies (and the dates upon which such payments are due thereunder) and (B) a single schedule identifying the insurance company that issued each Policy and contact information therefor; and

(vii) a certificate of Seller certifying as to the satisfaction of the conditions set forth in Section 7.1(a) hereof and Section 7.1(b) hereof, in form and substance reasonably satisfactory to Buyer, that has been executed by Seller.

Section 3.3 Deliveries by Buyer.

(a) At the Closing, Buyer shall deliver the full amount of the Purchase Price, less (i) the Deposit and (ii) the Closing Date Pre-Closing Loan Balance, in immediately available funds to the account of the Escrow Agent specified in the Escrow Agreement for such payment.

(b) At the Closing, Buyer shall deliver the following to Seller:

(i) the Bill of Sale and Assignment and Assumption Agreement, that has been executed by Buyer;

(ii) the Escrow Agreement, that has been executed by Buyer;

(iii) such other instruments of assumption as Seller may reasonably request (by notice to Buyer given at least two (2) Business Days prior to the Closing) to make Buyer responsible for all of the Assumed Liabilities; and

(iv) a certificate of Buyer certifying as to the satisfaction of the conditions set forth in Section 7.2(a) hereof and Section 7.2(b) hereof, in form and substance reasonably satisfactory to Seller, that has been executed by Buyer.

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:

Section 4.1 Status as Receiver. Seller is the duly appointed and acting receiver for the Receivership Entities.

Section 4.2 Authority, Power and Binding Effect. Seller has all requisite power and authority to execute and deliver and (i) subject to entry of the Purchase Agreement and Bidding Procedures Order, to perform its obligations under this Agreement and (ii) subject to entry of the Sale Order, to perform its obligations under each other Transaction Document to which Seller will be a party and to consummate the transactions contemplated hereby and by each other Transaction Document to which Seller is or will be a party (including, without limitation, the power and authority to sell, on behalf of the Receivership Entities and the Third Party Beneficiaries, the Purchased Assets to Buyer free and clear of all Encumbrances other than Permitted Encumbrances described in clause (i) of the definition thereof). 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. Assuming the due authorization, execution and delivery of this Agreement by Buyer, this Agreement will constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, upon the entry of the Purchase Agreement and Bidding Procedures Order. Assuming the due authorization, execution and delivery of each other Transaction Document to which Seller will be a party by each other party thereto, each such

other Transaction Document will constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, upon the entry of the Sale Order.

Section 4.3 No Violation; Consents. Except for, and assuming entry of the Court Orders, the execution, delivery and performance by Seller of this Agreement and each other Transaction Document to which Seller is or will be a party and the consummation by Seller of all of the transactions contemplated hereby and thereby, including, without limitation, the sale and assignment of the Purchased Assets by Seller, on behalf of the Receivership Entities and the Third Party Beneficiaries, to Buyer hereunder free and clear of all Encumbrances other than Permitted Encumbrances described in clause (i) of the definition thereof:

(a) do not and will not violate any provision of the organizational documents of any Receivership Entity;

(b) 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; and

(c) do not and will not with or without the giving of notice or the passage of time or both, violate or conflict with, or result in a breach or termination of any provision of, or constitute a default under, or accelerate or permit the acceleration of the performance required by the terms of, or result in the creation of any Encumbrance other than a Permitted Encumbrance described in clause (i) of the definition thereof upon any of the Purchased Assets under, (i) any contract, license, permit, agreement or instrument to which either Seller or any Receivership Entity is a party or by which Seller, any Receivership Entity or any Purchased Asset is bound or (ii) any Order or Law to which either Seller or any Receivership Entity is a party or by which Seller, any Receivership Entity or any Purchased Asset is bound.

Section 4.4 Litigation; No Violations of Law.

(a) Except as set forth on Schedule 4.4(a) hereto, there are no pending or, to the knowledge of Seller, threatened Actions by any Person against either Seller or any Receivership Entity which, if adversely determined, would have a Material Adverse Effect.

(b) Seller conducts, and at all times since Seller's appointment as a receiver for the Receivership Entities has conducted, its business and the businesses of the Receivership Entities in respect of the Purchased Assets in compliance with all applicable Laws then in effect.

Section 4.5 Title to Purchased Assets. The Receivership Entities are the sole owners of and, except as set forth on Schedule 4.5 hereto, the sole beneficiaries of, and have all claims, options, privileges, right, title and in interest in, to and under, the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances. Subject to the entry of the Sale Order, all of Seller's and each Receivership Entity's and each Third Party Beneficiary's claims, options, privileges, right, title and interest in, to and under the Purchased Assets will be sold, conveyed, assigned, transferred and delivered to Buyer at the Closing, free and clear of all Encumbrances, other than Permitted Encumbrances described in clause (i) of the definition thereof. To the best of Seller's knowledge, no Third Party Beneficiary has received any proceeds or other amounts in respect of any Policy, including, without limitation, any death benefits.

Section 4.6 Accuracy of Information. To Seller's knowledge, none of the information furnished by Seller to Buyer in connection with Buyer's evaluation of the Purchased Assets (i) contains any material misstatement of fact or (ii) omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which such statements were made, not misleading. Seller has provided or made available to Buyer all information related to the Purchased Assets that a reasonable purchaser of the Purchased Assets would consider material in deciding whether to purchase the Purchased Assets (other than any such information which Seller was precluded from providing or making available to Buyer pursuant to an order of the Court), including all information made available to any other Potential Stalking Horse Bidder or Potential Bidder.

Section 4.7 Brokers and Finders. Seller has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby for which Buyer could be liable.

Section 4.8 Status of Policies. All of the Policies are "in-force", Seller has paid in full all premiums that are due with respect to the Policies and none of the Policies have lapsed. None of the Policies will be in grace on the Closing Date.

Section 4.9 Pre-Closing Date Operations. Seller has preserved, maintained, administered and serviced the Policies and the other Purchased Assets in the ordinary course consistent with Seller's past practices at all times since the Cut-Off Date.

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:

Section 5.1 Existence and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite limited liability company power and authority to own its properties and assets and to carry on its business as presently conducted by it.

Section 5.2 Authority, Power and Binding Effect. The execution and delivery of, and the performance of all obligations of Buyer under, this Agreement and each other Transaction Document to which Buyer is or will be a party, and the consummation by Buyer of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action on the part of Buyer. Buyer has all requisite limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and each other Transaction Document to which it is or will be a party and to consummate the transactions contemplated hereby and thereby. Buyer has duly executed and delivered this Agreement and each other Transaction Document to which it 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. Assuming the due authorization, execution and delivery of this Agreement by Buyer, this Agreement constitutes,

and each other Transaction Document when executed and delivered by Buyer will constitute, a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other Laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

Section 5.3 No Violation; Consents. The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is or will be a party and the consummation by Buyer of all of the transactions contemplated hereby and thereby, including, without limitation, the purchase and acceptance of the Purchased Assets, and the assumption of the Assumed Liabilities, by Buyer:

(a) do not and will not violate any provision of the certificate of formation or limited liability company agreement of Buyer;

(b) 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 or any Affiliate thereof, is subject to or bound; and

(c) do not and will not with or without the giving of notice or the passage of time or both, violate or conflict with, or result in a breach or termination of any provision of, or constitute a default under, or accelerate or permit the acceleration of the performance required by the terms of or under, (i) any contract, license, permit, agreement or instrument to which Buyer is a party or by which Buyer or any of its assets or properties is bound or (ii) any Order or Law to which Buyer is a party or by which Buyer or any of its assets or properties is bound.

Section 5.4 Litigation. There are no pending or, to the knowledge of Buyer, threatened Actions by any Person against Buyer which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Buyer to perform and comply with its obligations under this Agreement and the other Transaction Documents to which Buyer is or will be a party.

Section 5.5 Brokers and Finders. Buyer has not engaged any broker, finder or financial advisor, or incurred any liability for any fees or commissions to any broker, finder or financial advisor, in connection with this Agreement or the transactions contemplated hereby for which Seller could be liable.

Section 5.6 Financing. Buyer currently has access to sufficient unrestricted funds, and will at the time of the Closing have sufficient unrestricted funds, to consummate the transactions contemplated by this Agreement.

ARTICLE VI
COVENANTS OF THE PARTIES

Section 6.1 Court Actions.

(a) No later than two (2) Business Days following the date hereof, Seller shall file with the Court one or more motions (collectively, the "Purchase Agreement and Bidding Procedures Motion"), in form and substance reasonably satisfactory to Buyer, (i) seeking approval from the Court of (A) this Agreement and all of the terms and conditions hereof and transactions contemplated hereby and (B) the Bidding Procedures, (ii) requesting the Court to enter an order approving the Purchase Agreement and Bidding Procedure Motion no later than February 16, 2007 and (iii) setting a hearing for the first available date after the Auction to approve the sale of the Purchased Assets contemplated hereby to Buyer and enter the Sale Order.

(b) No later than two (2) Business Days following the date hereof, Seller shall file with the Court one or more motions (collectively, the "Policy Motion"), in form and substance reasonably satisfactory to Buyer, (A) ordering each insurance company that issued a Policy to give full effect to the Sale Order and to recognize all of Buyer's claims, options, privileges, right, title and interest in, to and under the Policies and the other Purchased Assets upon consummation of the Closing (including by effecting any change in the named owner and/or beneficiary of the Policies upon direction thereof by Seller or Buyer (including with respect to any Policy having an irrevocable beneficiary, whether or not such irrevocable beneficiary has consented to such change)) and (B) requesting the Court to enter an order approving the Policy Motion no later than February 16, 2007.

(c) 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. Neither Seller nor Buyer shall file any pleadings or take any position in the Receivership Proceeding contrary to the Purchase Agreement and Bidding Procedures Motion, the Policy Motion or any Court Order unless Seller and Buyer approve such pleading or position; provided, that, neither Seller nor Buyer shall be required to appeal any order of the Court which has the effect of denying the Purchase Agreement and Bidding Procedures Motion or the entry of the Sale Order. In the event that any Court Order shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any Court Order), Seller and Buyer shall reasonably cooperate in taking such steps to diligently defend against such appeal, petition or motion and Seller and Buyer shall use their reasonable best efforts to obtain an expedited resolution of any such appeal, petition or motion.

Section 6.2 Conduct of Business Prior to Closing. Except with the prior written consent of Buyer or as otherwise required by the Court or specifically permitted or required hereunder, at all times during the period commencing upon the date hereof and ending upon the Closing or the termination of this Agreement pursuant to and in accordance with Section 8.1 hereof, Seller shall, and shall cause each Receivership Entity to, conduct its business in respect of the Policies and the other Purchased Assets substantially as presently conducted by it and in the ordinary course of business consistent with Seller's practices in effect on the date hereof

(including, without limitation, by preserving, maintaining, administering and servicing the Policies), and without limiting the foregoing, (i) neither Seller nor any Receivership Entity shall sell, transfer or otherwise dispose of, or agree to sell, transfer or otherwise dispose of, any Purchased Asset or interest therein, (ii) neither Seller nor any Receivership Entity shall surrender or change the owner or beneficiary of, or submit any request or direction to surrender or change the owner or beneficiary of, any Policy, or agree to take any such action, (iii) Seller shall pay the full amount of all premiums owing under the Policies when due and shall not permit any Policy to lapse or enter grace, (iv) neither Seller nor any Receivership Entity shall amend, modify, supplement or otherwise change any term or provision of any Policy or consent to or otherwise agree to any such amendment, modification, supplement or other change and (v) neither Seller nor any Receivership entity shall permit any of the Purchased Assets to become subject to any Encumbrance other than a Permitted Encumbrance.

Section 6.3 Pre-Auction Deposit. Within two (2) Business Days after the date hereof, Buyer shall pay to Seller an amount in immediately available funds equal to ten percent (10%) of the Stated Purchase Price. Such amount shall be held in an interest-bearing trust account of Kozyak, Tropin & Throckmorton, P.A. until either (i) delivered at the Closing to the account of the Escrow Agent specified in the Escrow Agreement for such payment in accordance with Section 3.2(a) hereof or (ii) returned to Buyer pursuant to Section 8.3 hereof.

Section 6.4 Policy Notices. Not later than fifteen (15) days after the Closing Date, Buyer shall deliver to Seller a written direction with respect to each Policy, directing Seller to prepare and submit to the insurance company that issued such Policy, either (i) a change of ownership and beneficiary notice designating a new owner and/or beneficiary of such Policy (including the name of such new owner and beneficiary, which need not be Buyer) or (ii) a surrender notice with respect to such Policy (each notice described in clause (i) or (ii), a "Policy Notice").

Section 6.5 Post-Closing Servicing.

(a) Unless otherwise instructed in writing by Buyer with respect to any one or more Policies, Seller shall provide customary servicing to preserve, maintain and administer each Policy consistent with directions provided by Buyer from time to time during the Servicing Period with respect to such Policy. During the Servicing Period with respect to a Policy, the rights and obligations of the parties described in Section 6.6 hereof with respect to such Policy and the related Purchased Assets shall continue notwithstanding the Closing having occurred prior thereto.

(b) Without limiting Section 6.5(a) hereof, Seller shall promptly, and in any event within sixty (60) days, following the Closing Date, properly prepare and submit to the insurance company that issued each Policy, a Policy Notice in accordance with the directions to be provided to Seller pursuant to Section 6.4 hereof or such other written directions that may be provided by Buyer to Seller. Buyer shall have the right to review and approve each such Policy Notice before it is submitted to the respective insurance company. Without limiting the foregoing, Seller shall execute and deliver all other instruments and documents, and take all other actions, as may be reasonably requested by Buyer or any insurance company in order to give full effect to any Policy Notice.

Section 6.6 Access.

(a) During the period commencing upon the date hereof and ending upon the Closing or the termination of this Agreement pursuant to and in accordance with Section 8.1 hereof, Seller shall allow Buyer and any employee, agent or representative of Buyer or any Affiliate thereof, during regular business hours, to make reasonable investigation and inquiry related to the Purchased Assets (which may be at the offices of Seller or the Receivership Entities, as applicable), including by providing access to the Policy Files and furnishing as promptly as practicable to Buyer or any such Person any information that Buyer or any such Person may reasonably request pertaining to the Purchased Assets, and Seller shall instruct the employees of the Receivership Entities to cooperate in any such investigation and inquiry.

(b) Buyer acknowledges that the Policy Files contain information of a highly personal nature. Buyer agrees that prior to the Closing Date, it shall continue to be bound by and shall comply with the terms of the Confidentiality Agreement, and further agrees that 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.

Section 6.7 Reasonable Efforts; Further Assurances.

(a) Upon the terms and subject to the conditions herein provided, each party hereto shall use its reasonable, good faith efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party hereto in doing, all things necessary, proper or otherwise advisable under applicable Laws to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including, without limitation and without limiting Section 6.1 hereof, obtaining any necessary consent, license, approval and Order of, making any necessary filing with, and giving any necessary notice to, any Governmental Authority with competent jurisdiction over the transactions contemplated hereby or any other Person; provided, that, neither Seller nor Buyer shall be required to appeal any order of the Court which has the effect of denying the Purchase Agreement and Bidding Procedures Motion or the entry of the Sale Order.

(b) On and after the Closing Date, each party hereto shall execute and deliver such instruments and other documents, and take such further actions, as may be reasonably requested by the other party to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, all consistent with the Sale Order.

Section 6.8 Policy Proceeds and Communications.

(a) Any proceeds or other amounts in respect of any Policy, including, without limitation, any death benefits, received by Seller or any Receivership Entity prior to the Closing Date (including prior to the date hereof) shall be held by Seller in constructive trust for the benefit of Buyer pending the earliest of (i) such Policy ceasing to be a Purchased Asset in accordance with Section 2.2 hereof, (ii) the Closing and (iii) any termination of this Agreement pursuant to and in accordance with Section 8.1 hereof. All such amounts so received by Seller or any Receivership Entity shall be paid to Buyer in immediately available funds at the Closing.

(b) Any proceeds or other amounts in respect of any Policy (other than any Policy that ceases to be a Purchased Asset in accordance with Section 2.2 hereof), including, without limitation, any death benefits, received by Seller or any Receivership Entity on or after the Closing Date shall be held by Seller in constructive trust for the benefit of Buyer pending payment thereof to Buyer pursuant to the following sentence. Seller shall promptly notify Buyer in writing of its or any Receivership Entity's receipt of any such amount and shall transfer all such amounts to Buyer in immediately available funds within three (3) Business Days of Seller's or any Receivership Entity's receipt thereof.

(c) To the extent any Third Party Beneficiary has received, or hereafter receives (whether prior to or after the Closing), any proceeds or other amounts in respect of any Policy (other than any Policy that ceases to be a Purchased Asset in accordance with Section 2.2 hereof), including, without limitation, any death benefits, Seller shall, upon any request of Buyer, reasonably cooperate with Buyer to recover such proceeds and other amounts from such Third Party Beneficiary (to the extent constituting a Purchased Asset).

(d) Seller shall promptly forward to Buyer any written correspondence, notice or other communication relating to the Purchased Assets that is received by Seller or any Receivership Entity on or after the Closing Date.

Section 6.9 Transaction Costs; Taxes.

(a) Except as otherwise expressly provided for herein, Seller and Buyer shall each be liable for and pay all transaction costs and expenses (including any legal, accounting and other professional fees and expenses) that Seller, any Receivership Entity or any Affiliate of Seller or any Receivership Entity, on the one hand, and Buyer or any of its Affiliates, on the other hand, incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby.

(b) Notwithstanding anything contained herein to the contrary, Seller shall be responsible for and pay when due any and all Taxes, and the fees and costs of preparing, recording, submitting and filing all applicable conveyancing or other instruments (including the Policy Notices), associated with the sale and assignment of the Purchased Assets by Seller to Buyer and the other transactions contemplated hereby. Seller and Buyer shall each be responsible for preparing and filing each Tax Return required by Law to be filed by it, and Seller and Buyer shall cooperate with each other in the preparation, execution and filing of all Tax Returns regarding any Taxes which become payable as a result of the transactions contemplated hereby and/or shall cooperate with each other to seek an available exemption from any such Tax.

(c) Subject to Section 6.9(b) hereof, Seller shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Purchased Assets being sold and assigned by it hereunder and attributable to any Tax period (or portion thereof) ending prior to the Closing Date. Subject to Section 6.9(b), Buyer shall be responsible for and pay or cause to be paid when due all Taxes applicable to the Purchased Assets attributable to any Tax period (or portion thereof) that begins on or after the Closing Date. For purposes of this Section 6.9(c), 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.

Section 6.10 Optional Repurchase of Policies. Buyer may from time to time after the 180th day following the Closing Date, require that Seller repurchase (or cause a Receivership Entity to repurchase) from Buyer any one or more Pre-Policy Notice Policies (and the related Purchased Assets), by providing written notice thereof to Seller. Within five (5) Business Days of the delivery of any such notice, (i) Buyer shall convey, transfer and assign to Seller (or to a Receivership Entity) on an "as-is, where is" basis without representation or warranty or recourse of any kind (other than that Buyer has good and valid title to each such Pre-Policy Notice Policy and the Purchased Assets relating thereto, free and clear of all Encumbrances created by or through Buyer or any of its Affiliates), all of Buyer's claims, options, privileges, right, title and interest in, to and under each Pre-Policy Notice Policy identified in such notice (and each other Purchased Asset related thereto), free and clear of all Encumbrances created by or through Buyer or any of its Affiliates, and (ii) Seller (or such Receivership Entity) shall purchase and accept each such Pre-Policy Notice Policy (and each other Purchased Asset related thereto) from Buyer, and shall assume from Buyer all of the obligations that arise under each such Pre-Policy Notice Policy (and each other Purchased Asset related thereto) from and after the date of such assignment and assumption. The purchase price payable to Buyer in respect of any Pre-Policy Notice Policy (and each related Purchased Asset) that is so repurchased by Seller (or such Receivership Entity) shall be (i) if such Pre-Policy Notice Policy is set forth on Schedule 2.4-1 hereto, the sum of (x) the cash value of such Pre-Policy Notice Policy as set forth on such Schedule 2.4-1 hereto, (y) the product of five percent (5%) and such cash value and (z) the aggregate amount of all premiums paid on such Pre-Policy Notice Policy from and after the Closing Date and (ii) if such Pre-Policy Notice Policy is not set forth on Schedule 2.4-1 hereto, the sum of (x) the amount set forth next to such Pre-Policy Notice Policy on Schedule 2.4-2 hereto and (y) the aggregate amount of all premiums paid on such Pre-Policy Notice Policy from and after the Closing Date. Such purchase price shall be payable to Buyer in accordance with the terms of the Escrow Agreement, or if there shall be insufficient funds available at such time in the escrow account maintained pursuant to the Escrow Agreement, such purchase price shall be payable by Seller in immediately available funds to an account designated by Buyer. Seller and Buyer shall execute and deliver all such instruments of assignment and assumption in connection with each such repurchase as may be necessary or otherwise reasonably requested by Seller or Buyer to give effect to each such repurchase.

Section 6.11 Notice. No later than ten (10) Business Days following the date of the Court's approval of the proposed form of notice pursuant to the Purchase Agreement and Bidding Procedures Motion or the Policy Motion, as applicable, Seller shall provide written notice to all Third Party Beneficiaries and insurance companies with respect to the Policies regarding the transactions contemplated hereby, including that (a) the Policies are being sold to Buyer free and clear of all Encumbrances (including any beneficial interests), other than Permitted Encumbrances described in clause (i) of the definition thereof, and (b) following the Closing, Buyer will have the right to effect a change in the named owners and beneficiaries of the Policies (including any irrevocable beneficiaries), and such notice shall be in form and substance satisfactory to Buyer and shall include notice to be published in the National Edition of the *Wall Street Journal*.

Section 6.12 Pre-Closing Loans. At any time after the date hereof and prior to the earlier of the Closing Date and the date upon which this Agreement is terminated pursuant to and in accordance with Section 8.1 hereof, Seller may (in its sole discretion) provide written notice to Buyer that Seller desires to discuss entering into a financing arrangement pursuant to which Buyer and/or an Affiliate thereof would commit to make loans ("Pre-Closing Loans") to Seller for the exclusive purpose of Seller continuing to pay the premiums on the Policies when due. Promptly after the delivery of any such notice, Buyer and Seller shall begin negotiating in good faith regarding such a financing arrangement; provided, that, any such financing arrangement shall include the terms described on Exhibit 6.12 hereto, as well as such other terms and provisions as may be agreed upon by Buyer and Seller. Notwithstanding anything to the contrary contained in this Agreement, the obligations of Buyer and Seller under this Section 6.12 are limited to negotiating in good faith to enter into such a financing arrangement, and nothing contained in this Agreement is or shall be deemed to be an obligation of, or a commitment by, Buyer or any Affiliate thereof to make any Pre-Closing Loan or to otherwise provide Seller or any other Person with financing of any kind, and neither Buyer nor any of its Affiliates shall have any liability to Seller or any other Person if Buyer (or any Affiliate thereof) and Seller do not for any reason (other than the failure of Buyer to negotiate in good faith) enter into such a financing arrangement.

ARTICLE VII

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES

Section 7.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to purchase and accept the Purchased 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 the Closing of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Article IV hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date; provided, however, that, if any portion of any representation or warranty is already qualified by materiality or "Material Adverse Effect", for purposes of determining whether this Section 7.1(a) has been satisfied with respect to such portion of such representation or warranty, such portion of such representation or warranty as so qualified must be true and correct in all respects.

(b) Performance of Agreements. Seller shall have in all material respects performed and complied with each of the covenants, obligations and agreements contained in this Agreement and each Pre-Closing Financing Agreement (if any) to which it is a party required to be performed or complied with by it prior to or at the Closing.

(c) Escrow Agreement. The Escrow Agreement shall have been executed and delivered by the Escrow Agent.

(d) Deliveries by Seller. Seller shall have (i) delivered the Deposit in accordance with Section 3.2(a) hereof, (ii) delivered to Buyer all of the items specified to be

delivered by it in Section 3.2(b) hereof and (iii) paid Buyer all of the amounts required to be paid to Buyer at the Closing pursuant to Section 6.8(a) hereof.

(e) No Injunction. No preliminary or permanent injunction or other Order issued by, and no Proceeding before, any Governmental Authority nor any Law promulgated or enacted by any Governmental Authority shall be in effect which delays, restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

(f) Court Order. The Court shall have entered the Court Orders and (i) the time to appeal or to seek review or rehearing thereof shall have expired, (ii) no appeal or petition for review or rehearing thereof shall have been filed or, if filed, shall remain pending and (iii) none of the Court Orders shall have been reversed, stayed, modified or amended in any manner materially adverse to Buyer.

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

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in Article V hereof shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date; provided, however, that if any portion of any representation or warranty is already qualified by materiality, for purposes of determining whether this Section 7.2(a) has been satisfied with respect to such portion of such representation or warranty, such portion of such representation or warranty as so qualified must be true and correct in all respects.

(b) Performance of Agreements. 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 it prior to or at the Closing.

(c) Escrow Agreement. The Escrow Agreement shall have been executed and delivered by the Escrow Agent.

(d) Deliveries by Buyer. Buyer shall have delivered the Purchase Price in accordance with Section 3.3(a) hereof and shall have delivered to Seller all of the items specified to be delivered by it in Section 3.3(b) hereof.

(e) No Injunction. No preliminary or permanent injunction or other Order issued by, and no Proceeding before, any Governmental Authority nor any Law promulgated or enacted by any Governmental Authority shall be in effect which delays, restrains, enjoins or otherwise prohibits the transactions contemplated hereby.

(f) Court Approval. The Court shall have entered the Purchase Agreement and Bidding Procedures Order and the Sale Order and neither of such Court Orders shall have been reversed, stayed, modified or amended in any manner materially adverse to Seller.

ARTICLE VIII
TERMINATION

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

- (a) by mutual written agreement of Buyer and Seller;
- (b) if the Purchase Agreement and Bidding Procedures Order is not entered by the Court on or before February 16, 2007, by written notice of Buyer to Seller at any time thereafter;
- (c) if the Court approves any Overbid, by written notice of Seller to Buyer, or of Buyer to Seller, at any time thereafter;
- (d) if the Closing Date has not occurred prior to April 30, 2007, by written notice of Buyer to Seller at any time thereafter;
- (e) if (i) Seller shall have materially breached any representation or warranty contained in this Agreement or any Pre-Closing Financing Agreement, or shall have failed to perform or comply with any covenant, obligation or agreement contained herein or therein, and (ii) 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 thereafter; provided, however, that Buyer shall not be entitled to so terminate this Agreement if Buyer shall have materially breached any representation or warranty contained in this Agreement, or shall have failed to perform or comply with any covenant, obligation or agreement contained herein, and such breach or failure shall have not then been cured; and
- (f) if (i) Buyer shall have materially breached any representation or warranty contained in this Agreement or shall have failed to perform or comply with any covenant, obligation or agreement contained herein, and (ii) 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, by written notice of Seller to Buyer at any thereafter; provided, however, that Seller shall not be entitled to so terminate this Agreement if Seller shall have materially breached any representation or warranty contained in this Agreement or any Pre-Closing Financing Agreement, or shall have failed to perform or comply with any covenant, obligation or agreement contained herein or therein, and such breach or failure shall have not then been cured.

Section 8.2 Effect of Termination. 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 (i) as provided in the immediately following sentence and (ii) with respect to a failure by a party to timely close after all of the conditions to Closing for its benefit have been satisfied or waived in full. Notwithstanding any termination of this Agreement (for any reason), this Article VIII and Articles IX and X hereof, and the rights and obligations of Buyer and Seller under this Article VIII and Articles IX and X hereof, shall survive such termination and shall remain in full force and effect.

Section 8.3 Termination Fee; Return of Deposit.

(a) If this Agreement is terminated by either Buyer or Seller pursuant to and in accordance with Section 8.1(c), Section 8.1(d) (but only if Seller has failed to timely close after all of the conditions to Closing set forth in Section 7.2 hereof have been satisfied (or waived by Seller) on or prior to the date this Agreement is terminated pursuant to Section 8.1(d) hereof) or Section 8.1(e) hereof, Seller shall pay to Buyer a fee (the "Termination Fee") equal to the sum of (i) one and one-half percent (1.5%) of the Stated Purchase Price, (ii) the out-of-pocket costs and expenses incurred by Buyer in connection with the transactions contemplated by this Agreement, the Pre-Closing Financing Agreements (if any) and the other Transaction Documents (as notified by Buyer to Seller in writing), up to an aggregate amount of such costs and expenses not exceeding \$200,000, (iii) the outstanding aggregate principal amount of any Pre-Closing Loans made by Buyer, together with any accrued and unpaid interest on such Pre-Closing Loans to the date of payment of such aggregate principal amount, and (iv) all interest income earned (but not any investment loss) on the Deposit to the date of such payment.

(b) Without limiting Section 8.3(a) hereof, if this Agreement is terminated by either Buyer or Seller pursuant to and in accordance with Section 8.1(a), (b), (c), (d) or (e) hereof, Seller shall pay the aggregate amount of the Deposit (but without duplication of clause (iv) of Section 8.3(a) hereof) to Buyer; provided, however, that if Buyer has failed to timely close after all of the conditions to Closing set forth in Section 7.1 hereof have been satisfied (or waived by Buyer) on or prior to the date this Agreement is terminated pursuant to Section 8.1(d) hereof, or if this Agreement is terminated pursuant to Section 8.1(f) hereof, Buyer's Deposit shall be forfeited to Seller and Seller expressly reserves all rights to seek damages except to the extent otherwise provided in this Agreement.

(c) Any amount required to be paid to Buyer pursuant to this Section 8.3 shall be so paid within three (3) Business Days after the termination of this Agreement in immediately available funds to an account designated by Buyer.

ARTICLE IX **CONFIDENTIAL INFORMATION**

Section 9.1 Confidential Information. Seller acknowledges that in connection with the transactions contemplated by this Agreement and the Pre-Closing Financing Agreements (if any), Seller may receive or have access to (or may have received or have had access to) information concerning Buyer and the Purchased Assets that is non-public, confidential and/or proprietary in nature ("Confidential Information"). Confidential Information includes, but is not limited to, (a) from and after the Closing, any information in the possession of, or known to, Seller with respect to any Policy or insured thereunder, including the Policy Files, (b) the investment strategy, investment ideas, analyses and other work product of Buyer and its Affiliates and (c) any other information which Buyer advises Seller in writing is confidential.

Section 9.2 Confidentiality Obligation. Except as provided in Section 9.3 hereof, Seller agrees that (a) Seller shall use commercially reasonable efforts to protect the confidentiality of the Confidential Information, (b) Seller shall not directly or indirectly disclose or furnish Confidential Information to any other Person, except to the extent necessary in respect

of the transactions contemplated by this Agreement, and (c) Seller shall not directly or indirectly use or copy Confidential Information, except to the extent necessary in respect of the transactions contemplated by this Agreement.

Section 9.3 Exceptions to Confidentiality Obligations. Notwithstanding Section 9.2 hereof, Seller may disclose Confidential Information in the following circumstances:

(a) as may be required by applicable Law; provided, that, to the extent permitted by Law (i) Seller shall exercise its reasonable efforts to request confidential treatment thereof and (ii) prior to any disclosure thereof (A) Seller shall provide Buyer with prompt written notice so that Buyer may seek a protective order or other appropriate remedy and provided furthermore that Seller, at no cost to Seller, will cooperate with Buyer to obtain such an order or remedy and (B) in the event a protective order or other appropriate remedy is either not sought or not obtained by Buyer, Seller will disclose only that portion of the Confidential Information which is legally required to be disclosed;

(b) as necessary or appropriate to carry out the terms of this Agreement, to any consultant or professional service provider employed by Seller (provided such consultants and professionals are advised of the confidentiality obligations provided in this Article IX);

(c) to Buyer or any other designee of Buyer;

(d) with the prior written consent of Buyer; and

(e) if such Confidential Information is in the public domain or becomes generally known through no wrongful act of Seller.

Section 9.4 Injunctive Relief. Seller acknowledges that the provision of this Article IX are reasonable and necessary for the protection of Buyer. Seller further acknowledges that Buyer will be irreparably harmed if such covenants are not specifically enforced. Accordingly, Buyer agrees to provide Seller with written notice of any alleged violation of the confidentiality obligations hereunder and in the event Seller fails to cease the activities giving rise to the alleged breach of such confidentiality obligations within five (5) days after receipt of such written notice, then, in addition to any other relief to which Buyer may be entitled, including claims for damages, Buyer will be entitled to injunctive relief (without the requirement of any bond) from a court of competent jurisdiction for the purposes of restraining Seller from an actual breach of such covenants, and to specifically enforce the terms and provisions of this Article IX.

ARTICLE X **MISCELLANEOUS**

Section 10.1 Survival. All of the representations, warranties, covenants and obligations of the parties contained in this Agreement and each other Transaction Document shall survive the Closing indefinitely.

Section 10.2 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, that, except as provided in the immediately following

sentence, 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 under this Agreement, in whole or in part, to any one or more Persons, and shall be permitted to delegate its obligations created under this Agreement, in whole or in part, to one or more Affiliates of Buyer. Nothing in this Agreement shall confer upon any Person (including any Third Party Beneficiary and any creditor of a Receivership Entity) other than a party to this Agreement or a party's permitted successors and permitted assigns, any right or remedy of any nature or kind whatsoever under or by reason of this Agreement.

Section 10.3 Notices. Unless otherwise provided herein, any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be 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 10.3), 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 Martinez, Receiver
Colson Hicks Eidson
255 Aragon Avenue
Second Floor
Coral Gables, FL 33134
Telephone: (305) 476-7400
Telefacsimile: (305) 476-7444
Email: bob@colson.com

With a copy to:

David L. Rosendorf, Esq.
Kozyak Tropin & Throckmorton, P.A.
2525 Ponce de Leon Boulevard
9th Floor
Coral Gables, FL 33134
Telephone: (305) 372-1800
Telefacsimile: (305) 372-3508
Email: drosendorf@kttlaw.com

If to Buyer:

SPCP Group, LLC
Ms. Aviva Shneider
Silver Point Capital, L.P.
Two Greenwich Plaza
Greenwich, CT 06830
Telephone: (203) 542-4029
Telefacsimile: (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
Telefacsimile: (212) 839-5599
Email: aporetz@sidley.com

or to such other place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept or the 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.

Section 10.4 Governing Law; Submission To Jurisdiction.

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

(b) It is expressly agreed that the Court shall have continuing jurisdiction of all matters related to 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 10.4(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 in respect thereof, in which case such legal action, suit or proceeding, as the case may be, shall be brought in the United States District Court of 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, (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.

Section 10.5 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. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or proceeding involving this Agreement.

Section 10.6 Amendment; Waiver; Consent.

(a) This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by the parties hereto. The terms of this Agreement may be waived only by a written instrument executed by the party waiving compliance.

(b) 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.

(c) 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.

Section 10.7 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, the parties hereby waive any provision of Law which may render any provision hereof prohibited or unenforceable in any respect.

Section 10.8 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

Section 10.9 Headings. The headings and captions in this Agreement and the table of contents are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

Section 10.10 Specific Performance. Each of the parties hereto acknowledges and agrees that the other party hereto would be irreparably damaged in the event any covenant of this Agreement was not performed in accordance with its specific terms or was otherwise breached. Accordingly, each of the parties hereto agrees that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of the covenants contained in this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, in addition to any other remedy to which the parties hereto may be entitled, at law, in equity or pursuant to this Agreement.

Section 10.11 Fiduciary Status of Receiver. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that Roberto Martinez 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 IS 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 MARTINEZ,
not in his individual capacity, but solely as receiver
for Mutual Benefits Corp., Viatical Services, Inc.
and Viatical Benefactors, LLC

ROBERTO MARTINEZ

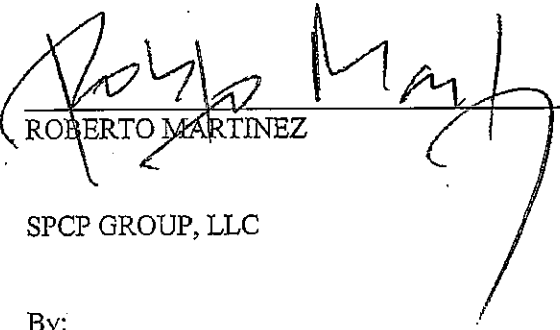
SPCP GROUP, LLC AS

By: _____

Name: **Michael A. Gatto**
Title: **Authorized Signatory**

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 MARTINEZ,
not in his individual capacity, but solely as receiver
for Mutual Benefits Corp., Viatical Services, Inc.
and Viatical Benefactors, LLC



ROBERTO MARTINEZ

SPCP GROUP, LLC

By: _____

Name:

Title:

Exhibit 3.2(b)(ii)

CERTAIN TERMS OF THE ESCROW AGREEMENT

The Escrow Agreement shall reflect the following terms and provisions among others that are mutually agreed to by Buyer and Seller.

(a) Upon Seller having properly submitted Policy Notices with respect to all of the Policies, the entire Purchase Price in the escrow account (the "Escrow Account") maintained pursuant to the Escrow Agreement will be released to Seller.

(b) If the Purchase Price has not been so released by the 60th day following the Closing Date, a portion of the Purchase Price will be released from the Escrow Account to Seller in an amount equal to (i) the amount in the Escrow Account immediately prior to such release minus (ii) the lesser of (A) the aggregate amount delivered to the Escrow Agent at the Closing by Buyer and Seller pursuant to Sections 3.2(a) and 3.3(a) of this Agreement and (B) the product of (x) the Purchase Price and (y) the Partial Purchase Price Factor; provided, that, if such difference of clauses (i) and (ii) is a negative number, zero dollars will be so released to Seller from the Escrow Account. Subject to Section 6.10 of this Agreement, further partial releases of the Purchase Price will be made to Seller following each 60-day period thereafter if all the Policy Notices have still not theretofore been properly submitted to the respective insurance companies.

(c) For purposes of clause (b), the "Partial Purchase Price Factor" will equal a fraction, (i) the numerator of which is the product of (x) 2 and (y) the aggregate face amount of the Pre-Policy Notice Policies as of the 60th day following the Closing Date (or the end of any 60-day period thereafter, if applicable) and (ii) the denominator of which is the aggregate face amount of all the Policies (other than any Policies which have theretofore been repurchased by Seller (or a Receivership Entity) pursuant to Section 6.10 of this Agreement).

Exhibit 6.1

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the Asset Purchase Agreement, dated as of January 25, 2007 (the "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., Viatical Services, Inc. and Viatical Benefactors, LLC, and SPCP Group, LLC ("Buyer"). Unless otherwise defined herein, all capitalized terms have the meanings ascribed to such terms in the Agreement.

The sale of the Purchased Assets under the Agreement to Buyer (the "Sale") is subject to competitive bidding upon the terms and conditions set forth in these Bidding Procedures and approval by the Court. No later than two (2) Business Days following the date hereof, Seller shall file with the Court one or more motions (collectively the "Bidding Procedures Motion"), in form and substance reasonably satisfactory to Buyer, (i) seeking approval from the Court of (A) the Agreement and all of the terms and conditions thereof and transactions contemplated thereby and (B) the Bidding Procedures, (ii) requesting the Court to enter an order approving the Purchase Agreement and Bidding Procedure Motion no later than February 16, 2007 and (iii) setting a hearing for the first available date after the Auction to approve the sale of the Purchased Assets contemplated hereby to Buyer and enter the Sale Order.

The Sale Hearing

Unless the Agreement has been terminated, the Court shall conduct a hearing (the "Sale Hearing") to consider entry of an order authorizing and approving the Sale to the Successful Bidder (defined below) pursuant to the terms and conditions of the Agreement or the agreement of the Successful Bidder. The Sale Hearing shall occur on the first available date following the Auction (defined below). The Sale Hearing may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the Sale Hearing.

Determination of Seller

Seller shall (i) determine whether any person, other than Buyer, is an Overbidder (defined below), (ii) coordinate the efforts of Overbidders, if any, in conducting their respective due diligence regarding the Purchased Assets, (iii) receive Bids (defined below) from Overbidders, if any, and (iv) negotiate any Bid made to purchase the Purchased Assets (collectively, the "Bidding Process"). No person other than an Overbidder will be allowed to participate in the Bidding Process and Seller shall not have the authority to supply any information regarding the Purchased Assets to any person who is not an Overbidder.

Participation Requirements

In order to participate in the Bidding Process, each person other than Buyer (such person, a "Potential Bidder") must deliver to Seller:

(i) an executed confidentiality agreement in the same form as the confidentiality agreement executed by Buyer; and

(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 Purchased Assets, current financial statements (audited if available) of the equity holder(s) of the Potential Bidder who shall either guarantee the obligations of the Potential Bidder or provide such other form of financial disclosure or credit-quality support information or enhancement acceptable by the Seller.

An "Overbidder" is a Potential Bidder (a) that delivers the documents described in subparagraphs (i) and (ii) above, (b) whose financial information or credit-quality support information or enhancement demonstrate to the satisfaction of Seller the financial capability of the Potential Bidder to consummate the Sale on the terms of the Agreement, and (c) that Seller determines based on its business judgment (based on availability of financing, experience and other considerations) has the wherewithal to consummate the Sale on the terms of the Agreement, including the timing of the Closing, if selected as the Successful Bidder.

Within two (2) Business Days after a Potential Bidder delivers all of the materials described by subparagraphs (i) and (ii) above, Seller shall determine and shall notify the Potential Bidder and Buyer whether such Potential Bidder is an Overbidder. Buyer shall be an Overbidder.

At the same time Seller notifies a Potential Bidder that it is an Overbidder, Seller shall provide the Overbidder (i) access to the same confidential evaluation materials provided by Seller to Buyer containing data regarding the Purchased Assets and/or such other information as the Overbidder may reasonably request (provided that such additional information be provided immediately to Buyer) and (ii) a copy of the Agreement without reference to the Termination Fee as such amount is payable only to Buyer.

Due Diligence

Only Overbidders may conduct due diligence. If any Overbidder receives any information related to the Purchased Assets from Seller or any of its designees not previously provided to Buyer, Seller shall immediately provide such information to Buyer.

Bid Deadline

An Overbidder that desires to make a Bid shall deliver written copies of its Bid to (i) Seller at Colson Hicks Eidson, 255 Aragon Avenue, Second Floor, Coral Gables, FL 33134, Telefacsimile: (305) 476-7444, Email: bob@colson.com, and (ii) Seller's counsel at, Kozyak Tropin & Throckmorton, P.A., at 2525 Ponce de Leon Boulevard, 9th Floor, Coral Gables, FL 33134, Attention: David L. Rosendorf, Esq., Telefacsimile: (305) 372-3508, Email: drosendorf@kttlaw.com, not later than 5:00 p.m. (prevailing Eastern time) on April 2, 2007 (the "Bid Deadline"). Seller shall immediately provide Buyer with a copy of any Bids submitted by the Bid Deadline.

Bid Requirements

A bid ("Bid") is a letter from an Overbidder (other than Buyer) stating that (i) the Overbidder offers to purchase the Purchased Assets upon the terms and conditions set forth in the Agreement, other than with respect to the Termination Fee, which shall only apply to Buyer (the "Overbid Agreement"), and (ii) the Overbidder's offer as set forth in the Overbid Agreement is irrevocable until the earlier of (a) 48 hours after closing of the sale to the Successful Bidder or (b) 20 days after the Sale Hearing. An Overbidder (other than Buyer) shall accompany its Bid with written evidence of an unconditional commitment for financing or other evidence of financial ability to consummate the transaction acceptable to the Seller and a cash deposit equal to 10% of the purchase price set forth in the Overbid Agreement (the "Good Faith Deposit").

Seller will consider a Bid as a higher and better offer (an "Overbid") only if in Seller's business judgment the 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 upon the maturity of the Policies;

(ii) the Bid would produce value to the Seller that is at least \$100,000 greater than that produced by the Agreement, taking into consideration the Termination Fee and the speed and certainty of consummating the Sale;

(iii) the Overbid Agreement is in the form of the Agreement other than with Respect to the identity of the Overbidder and the Termination Fee provisions;

(iv) the Bid is not subject to a financing or due diligence contingency;
and

(v) the Bid is accompanied by such other information as reasonably requested by the Seller.

Seller may seek clarification of any Bid from an Overbidder after the Bidding Deadline. However, no Overbidder shall be allowed to revise or increase its Bid after the Bidding Deadline or submit any additional documents, materials or information that would have caused such Bid to be an Overbid had such documents, materials or information been submitted or supplied prior to the Bidding Deadline.

Auction

If Overbids have been received from at least one Overbidder (other than the Buyer), Seller will conduct an auction (the "Auction"). The Auction shall take place at 10:00 a.m. (prevailing Eastern time) on April 6, 2007 (the "Auction Date"), at the offices of Kozyak Tropin & Throckmorton, P.A., 2525 Ponce De Leon, 9th Floor, Coral Gables, Florida 33134, or such other place as Seller shall notify Buyer and each of Overbidder (if any) that has submitted an Overbid.

Only Overbidders who have submitted an Overbid and Buyer shall be allowed to participate in the Auction. Each Overbidder who has submitted an Overbid other than Buyer

must inform Seller one (1) Business Day prior to the Auction Date of its intent to participate in the Auction (Buyer and any such Overbidder, an "Auction Participant"). Seller will inform each Auction Participant of the identity of the other Auction Participants. In addition, not later than 5:00 p.m. (prevailing Eastern time) on the Business Day prior to the Auction Date, Seller will give Buyer and the other Auction Participants a copy of the highest and best Overbid received as determined by Seller in accordance with these Bidding Procedures (the "Initial Successful Bid").

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 auction process. The bidding shall be in increments of not less than \$100,000 greater than the value proposed in the Initial Successful Bid and shall continue thereafter in cash increments of not less than \$100,000 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 Purchased Assets. Buyer shall be entitled to credit bid the Termination Fee.

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 Overbid that in its business judgment based on the requirements of these Bidding Procedures is the highest and best Overbid (the "Successful Bid"). Seller shall notify all Auction Participants, prior to the adjournment of the Auction, of the identity of the maker of the Successful Bid (the "Successful Bidder"). At the Sale Hearing, Seller shall present the Successful Bid and the next highest and best Overbid (the "Back-Up Bid") to the Court for approval. The amount of the Back-Up Bid shall equal the highest and best bid solicited at the auction after excluding any bids made by the Successful Bidder at the Auction. No Overbidder shall be allowed to increase or otherwise modify any Overbid after the adjournment of the Auction or during the Sale Hearing.

Acceptance of Overbids

Subject to Court approval at the Sale Hearing, Seller shall effect the sale of the Purchased Assets in accordance with the terms of the Agreement (if Buyer is the Successful Bidder) or the Overbid Agreement (if Buyer is not the Successful Bidder) submitted by the Successful Bidder. If Buyer is the Successful Bidder, it shall be permitted to deduct from the Purchase Price the Termination Fee; provided, however that if the Successful Bid is the Purchase Price and bid as originally submitted by Buyer in the Agreement, the Termination Fee shall not be deducted. If the Successful Bidder fails to consummate a sale of the Purchased Assets approved by the Court because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bid, as approved at the Sale Hearing, shall be deemed to be the Successful Bid and Seller shall be authorized to effect such sale without further order of the Court. Seller's presentation of the Successful Bid and the Back-Up Bid to the Court does not constitute Seller's acceptance thereof, except with respect to the bid of Buyer evidenced by the Agreement. Seller shall have accepted any other Overbid only when such Overbid has been approved by the Court at the Sale Hearing.

Failure to Consummate Purchase

If a Successful Bidder fails to consummate the sale of the Purchased Assets, and such failure is the result of a breach by the Successful Bidder, the Good Faith Deposit shall be forfeited to Seller and, except to the extent provided in the Agreement or the agreement of the Successful Bidder, Seller expressly reserves all rights to seek damages from such person.

Return of Good Faith Deposit

Good Faith Deposits of the Successful Bidder and the maker of the Back-Up Bid shall be held in escrow until the earlier of (A) the later of (x) two (2) Business Days after consummation of the sale of the Purchased Assets or (y) twenty (20) days after the Sale Hearing or (B) the date upon which the Agreement or the Overbid Agreement is terminated in accordance with its terms. All other Good Faith Deposits shall be returned within two (2) Business Days of the entry of the order approving the sale of the Purchased Assets.

Modifications

Seller may (a) determine, in its business judgment, which Overbid, if any, is the highest and best offer and (b) reject, at any time before entry of an order of the Court approving an Overbid, any Bid that is (i) inadequate or insufficient, (ii) not in conformity with these Bidding Procedures, any prior order of the Court or the terms and conditions of the Agreement or (iii) contrary to the best interests of the Seller; provided, however, that these provisions shall not apply to the bid made by Buyer in the Agreement or any subsequent bid made by Buyer.

Exhibit 6.12

CERTAIN TERMS OF PRE-CLOSING LOANS

The Pre-Closing Loans (if any) made by Buyer and/or any Affiliate thereof to Seller will include the following terms and provisions, as well as such other terms and provisions as may be agreed upon by Buyer and Seller:

(a) each Pre-Closing Loan will be in a minimum principal amount of \$250,000, and the proceeds thereof will be deposited into an escrow arrangement for payment of premiums owing on the Policies;

(b) the outstanding aggregate principal amount of the Pre-Closing Loans will not at any time exceed \$2,000,000;

(c) the Pre-Closing Loans will accrue interest at a per annum rate of 12%;

(d) a Pre-Closing Loan will not be prepayable prior to its maturity (either in whole or in part), and the entire principal amount of the Pre-Closing Premium Loans, together with accrued and unpaid interest thereon, will, to the extent not previously paid to Buyer pursuant to this Agreement, be due upon the earliest of (i) the third (3rd) Business Day following the termination of this Agreement pursuant to and in accordance with its terms, (ii) the 10th day following Court approval of an Overbid, (iii) a sale of the Purchased Assets (or any of the Purchased Assets) to a Person other than Buyer and (iv) the Closing Date (which amount for purposes of this clause (iv) shall be retained by Seller and shall be satisfied by the netting thereof from the payment of the Purchase Price, as contemplated by Section 3.2(a));

(e) Buyer will have certain audit and monitoring rights to ensure that the proceeds of the Pre-Closing Loans are being used exclusively for the payment of premiums owing on the Policies; and

(f) the Pre-Closing Loans will be secured on a basis acceptable to Buyer.

Exhibit 7.1(f)

CERTAIN TERMS OF THE SALE ORDER

The Sale Order shall be in form and substance reasonably satisfactory to Buyer. The Sale Order shall approve and authorize Seller to, on behalf of the Receivership Entities and the Third Party Beneficiaries, sell and assign the Purchased Assets to Buyer in accordance with the terms of the Purchase Agreement and shall include, without limitation, findings of fact and conclusions of law that:

(a) based on the record presented at the hearing on the Sale Motion and the hearing to approve the sale and all pleadings in the Receivership Proceeding and arguments by counsel and evidence presented, Buyer has acted in good faith and is a good faith purchaser of the Purchased Assets;

(b) Seller has the sole and absolute authority to, on behalf of the Receivership Entities and the Third Party Beneficiaries, convey all claims, options, privileges, right, title and interest in, to and under the Purchased Assets;

(c) the sale of the Purchased Assets in accordance with the terms of this Agreement is approved and Seller shall be directed to consummate all of the transactions contemplated hereby;

(d) at the Closing, Buyer will be vested with all claims, options, privileges, right, title and interest in, to and under the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances described in clause (i) of the definition thereof;

(e) Buyer and any subsequent owner of a Policy 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 or any subsequent owner of a Policy shall be authorized and compelled to immediately release copies to Buyer or such subsequent owner of such Policy, as the case may be, of all records relative to the care, treatment and health of the insured/viator under such Policy so requested by Buyer or such subsequent owner thereof, as the case may be, for the purpose of predicting health and life expectancy and (ii) each insured/viator under a Policy being required to provide Buyer and any subsequent owner of such Policy with Health Insurance Portability and Accountability Act of 1996 compliant 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's/viator's health and medical condition, and Buyer and each subsequent owner of a Policy shall be entitled to seek enforcement of this clause (e) as to any person, including by way of example, and not limitation, an application for a finding of contempt; to the extent there is such a then existing Order of the Court for the benefit of Seller, the Sale Order will cause such existing Order to be applicable to Buyer;

(f) the sale of the Purchased 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 Purchased Assets to Buyer in accordance with the Agreement; and

(g) such other and further relief as Buyer deems appropriate.

SCHEDULE 1.1
CERTAIN PERMITTED ENCUMBRANCES

None.

**SCHEDULE 2.1(A)
POLICIES**

See attached.

Schedule 2.1(a)

10-0000007	10-0000297	70-0000011	92-0000003	99-0000295	99-0000623	99-0001007	99-0001335
10-0000008	10-0000298	70-0000012	92-0000004	99-0000301	99-0000636	99-0001020	99-0001337
10-0000012	10-0000299	70-0000025	92-0000007	99-0000304	99-0000648	99-0001023	99-0001338
10-0000013	10-0000300	70-0000031	92-0000017	99-0000325	99-0000659	99-0001026	99-0001346
10-0000014	10-0000301	80-0000005	92-0000026	99-0000326	99-0000689	99-0001044	99-0001351
10-0000017	10-0000305	80-0000006	92-0000035	99-0000337	99-0000694	99-0001059	99-0001354
10-0000019	10-0000306	80-0000008	92-0000036	99-0000348	99-0000700	99-0001064	99-0001356
10-0000027	10-0000307	80-0000012	92-0000037	99-0000349	99-0000709	99-0001068	99-0001358
10-0000033	10-0000309	80-0000013	92-0000041	99-0000359	99-0000710	99-0001074	99-0001365
10-0000037	10-0000313	80-0000015	92-0000050	99-0000373	99-0000726	99-0001082	99-0001367
10-0000050	10-0000314	80-0000019	92-0000056	99-0000377	99-0000734	99-0001084	99-0001370
10-0000053	10-0000336	80-0000021	92-0000062	99-0000382	99-0000743	99-0001085	99-0001390
10-0000054	10-0000339	80-0000024	92-0000065	99-0000386	99-0000746	99-0001087	99-0001413
10-0000056	10-0000353	80-0000025	99-0000001	99-0000389	99-0000752	99-0001089	99-0001428
10-0000058	10-0000372	80-0000026	99-0000005	99-0000403	99-0000756	99-0001090	99-0001434
10-0000061	10-0000385	90-0000003	99-0000053	99-0000420	99-0000757	99-0001109	99-0001450
10-0000062	10-0000390	90-0000006	99-0000056	99-0000432	99-0000764	99-0001121	99-0001451
10-0000073	10-0000395	90-0000010	99-0000057	99-0000444	99-0000772	99-0001123	99-0001452
10-0000084	10-0000396	90-0000011	99-0000058	99-0000452	99-0000781	99-0001146	99-0001461
10-0000085	10-0000402	90-0000016	99-0000062	99-0000454	99-0000787	99-0001152	99-0001467
10-0000096	10-0000409	90-0000019	99-0000104	99-0000455	99-0000797	99-0001157	99-0001469
10-0000097	10-0000411	90-0000020	99-0000109	99-0000461	99-0000816	99-0001161	99-0001473
10-0000113	10-0000417	90-0000038	99-0000110	99-0000487	99-0000817	99-0001168	99-0001475
10-0000116	10-0000418	90-0000041	99-0000114	99-0000490	99-0000824	99-0001180	99-0001476
10-0000126	10-0000420	90-0000042	99-0000118	99-0000491	99-0000825	99-0001182	99-0001477
10-0000128	10-0000426	90-0000054	99-0000131	99-0000492	99-0000834	99-0001188	99-0001481
10-0000133	10-0000436	90-0000057	99-0000139	99-0000504	99-0000839	99-0001189	99-0001482
10-0000138	10-0000444	90-0000062	99-0000142	99-0000505	99-0000844	99-0001220	99-0001485
10-0000139	10-0000455	90-0000082	99-0000146	99-0000516	99-0000856	99-0001223	99-0001501
10-0000174	10-0000460	90-0000083	99-0000147	99-0000520	99-0000859	99-0001232	99-0001502
10-0000201	10-0000472	90-0000087	99-0000155	99-0000522	99-0000860	99-0001237	99-0001508
10-0000202	10-0000475	90-0000090	99-0000158	99-0000525	99-0000862	99-0001245	99-0001516
10-0000207	10-0000511	90-0000117	99-0000159	99-0000537	99-0000867	99-0001250	99-0001522
10-0000209	10-0000514	90-0000120	99-0000162	99-0000538	99-0000872	99-0001255	99-0001523
10-0000217	10-0000529	90-0000133	99-0000165	99-0000541	99-0000879	99-0001267	99-0001525
10-0000229	10-0000542	90-0000138	99-0000167	99-0000545	99-0000880	99-0001269	99-0001534
10-0000230	10-0000545	90-0000142	99-0000169	99-0000554	99-0000896	99-0001276	99-0001537
10-0000232	10-0000565	90-0000144	99-0000172	99-0000561	99-0000913	99-0001277	99-0001583
10-0000233	50-0000003	90-0000147	99-0000176	99-0000562	99-0000919	99-0001282	99-0001584
10-0000234	50-0000019	90-0000156	99-0000179	99-0000568	99-0000921	99-0001283	99-0001585
10-0000237	50-0000023	90-0000164	99-0000187	99-0000569	99-0000927	99-0001292	99-0001587
10-0000240	50-0000024	90-0000165	99-0000195	99-0000579	99-0000930	99-0001296	99-0001588
10-0000244	50-0000061	90-0000168	99-0000211	99-0000582	99-0000944	99-0001298	99-0001592
10-0000251	50-0000064	90-0000171	99-0000214	99-0000583	99-0000945	99-0001299	99-0001601
10-0000252	50-0000073	90-0000173	99-0000220	99-0000591	99-0000946	99-0001302	99-0001603
10-0000263	50-0000087	90-0000193	99-0000227	99-0000602	99-0000959	99-0001318	99-0001609
10-0000267	50-0000088	90-0000207	99-0000245	99-0000614	99-0000968	99-0001327	99-0001616
10-0000272	50-0000091	90-0000210	99-0000247	99-0000615	99-0000973	99-0001328	99-0001620
10-0000274	50-0000151	90-0000228	99-0000250	99-0000616	99-0000980	99-0001329	99-0001626
10-0000277	50-0000186	90-0000230	99-0000257	99-0000620	99-0000982	99-0001331	99-0001631
10-0000281	70-0000002	90-0000235	99-0000265	99-0000621	99-0000992	99-0001332	99-0001637
10-0000291	70-0000003	90-0000239	99-0000284	99-0000622	99-0001005	99-0001333	99-0001638

Schedule 2.1(a)

99-0001641	99-0002008	99-0002338	99-0002660	99-0002998	99-0003285	99-0003589	99-0003894
99-0001649	99-0002012	99-0002345	99-0002661	99-0003000	99-0003289	99-0003609	99-0003896
99-0001653	99-0002017	99-0002355	99-0002667	99-0003002	99-0003291	99-0003614	99-0003902
99-0001665	99-0002030	99-0002367	99-0002670	99-0003006	99-0003292	99-0003615	99-0003908
99-0001670	99-0002032	99-0002381	99-0002672	99-0003017	99-0003295	99-0003620	99-0003933
99-0001676	99-0002047	99-0002395	99-0002674	99-0003020	99-0003298	99-0003625	99-0003935
99-0001685	99-0002050	99-0002399	99-0002676	99-0003032	99-0003299	99-0003626	99-0003950
99-0001699	99-0002052	99-0002403	99-0002698	99-0003033	99-0003300	99-0003646	99-0003964
99-0001703	99-0002057	99-0002412	99-0002700	99-0003034	99-0003307	99-0003650	99-0003967
99-0001729	99-0002059	99-0002416	99-0002720	99-0003040	99-0003318	99-0003652	99-0003968
99-0001731	99-0002061	99-0002417	99-0002725	99-0003042	99-0003326	99-0003657	99-0003971
99-0001754	99-0002068	99-0002418	99-0002731	99-0003043	99-0003329	99-0003660	99-0003977
99-0001781	99-0002072	99-0002434	99-0002732	99-0003044	99-0003330	99-0003662	99-0003980
99-0001782	99-0002078	99-0002440	99-0002737	99-0003047	99-0003331	99-0003663	99-0003985
99-0001791	99-0002083	99-0002441	99-0002746	99-0003055	99-0003338	99-0003671	99-0003988
99-0001797	99-0002103	99-0002446	99-0002751	99-0003073	99-0003342	99-0003672	99-0003996
99-0001801	99-0002111	99-0002447	99-0002754	99-0003080	99-0003344	99-0003674	99-0003999
99-0001820	99-0002113	99-0002450	99-0002770	99-0003092	99-0003346	99-0003677	99-0004001
99-0001821	99-0002116	99-0002451	99-0002772	99-0003093	99-0003353	99-0003683	99-0004015
99-0001830	99-0002127	99-0002453	99-0002782	99-0003095	99-0003366	99-0003700	99-0004020
99-0001834	99-0002129	99-0002456	99-0002786	99-0003121	99-0003370	99-0003704	99-0004025
99-0001843	99-0002134	99-0002461	99-0002789	99-0003123	99-0003371	99-0003715	99-0004026
99-0001845	99-0002135	99-0002462	99-0002795	99-0003125	99-0003380	99-0003725	99-0004032
99-0001875	99-0002141	99-0002463	99-0002804	99-0003134	99-0003389	99-0003726	99-0004035
99-0001879	99-0002161	99-0002467	99-0002818	99-0003142	99-0003395	99-0003728	99-0004036
99-0001883	99-0002165	99-0002472	99-0002826	99-0003149	99-0003397	99-0003729	99-0004045
99-0001889	99-0002166	99-0002476	99-0002837	99-0003152	99-0003402	99-0003730	99-0004053
99-0001899	99-0002167	99-0002503	99-0002838	99-0003158	99-0003405	99-0003736	99-0004073
99-0001900	99-0002168	99-0002506	99-0002842	99-0003161	99-0003435	99-0003737	99-0004090
99-0001902	99-0002169	99-0002508	99-0002849	99-0003165	99-0003441	99-0003757	99-0004111
99-0001913	99-0002172	99-0002517	99-0002856	99-0003177	99-0003446	99-0003761	99-0004112
99-0001917	99-0002189	99-0002524	99-0002858	99-0003182	99-0003451	99-0003763	99-0004114
99-0001923	99-0002193	99-0002525	99-0002861	99-0003185	99-0003463	99-0003764	99-0004126
99-0001925	99-0002195	99-0002533	99-0002866	99-0003187	99-0003476	99-0003770	99-0004127
99-0001927	99-0002196	99-0002539	99-0002867	99-0003190	99-0003488	99-0003771	99-0004145
99-0001933	99-0002197	99-0002548	99-0002869	99-0003193	99-0003495	99-0003774	99-0004147
99-0001936	99-0002201	99-0002553	99-0002877	99-0003198	99-0003496	99-0003778	99-0004158
99-0001943	99-0002202	99-0002557	99-0002879	99-0003204	99-0003497	99-0003779	99-0004181
99-0001948	99-0002206	99-0002563	99-0002912	99-0003207	99-0003510	99-0003782	99-0004192
99-0001953	99-0002207	99-0002569	99-0002913	99-0003221	99-0003511	99-0003784	99-0004194
99-0001955	99-0002245	99-0002570	99-0002923	99-0003222	99-0003515	99-0003787	99-0004208
99-0001962	99-0002249	99-0002571	99-0002936	99-0003224	99-0003516	99-0003792	99-0004213
99-0001971	99-0002253	99-0002575	99-0002938	99-0003236	99-0003517	99-0003797	99-0004217
99-0001972	99-0002255	99-0002593	99-0002940	99-0003242	99-0003519	99-0003846	99-0004223
99-0001974	99-0002257	99-0002594	99-0002945	99-0003247	99-0003525	99-0003848	99-0004236
99-0001975	99-0002261	99-0002595	99-0002949	99-0003252	99-0003526	99-0003858	99-0004240
99-0001982	99-0002272	99-0002597	99-0002956	99-0003253	99-0003535	99-0003863	99-0004243
99-0001986	99-0002283	99-0002598	99-0002960	99-0003255	99-0003543	99-0003865	99-0004252
99-0001987	99-0002284	99-0002601	99-0002962	99-0003264	99-0003551	99-0003884	99-0004259
99-0001990	99-0002296	99-0002607	99-0002968	99-0003272	99-0003565	99-0003885	99-0004260
99-0001996	99-0002297	99-0002613	99-0002981	99-0003276	99-0003568	99-0003890	99-0004267
99-0002001	99-0002333	99-0002629	99-0002995	99-0003282	99-0003569	99-0003891	99-0004291

Schedule 2.1(a)

99-0004295	99-0004667	99-0004965	99-0005208	99-0005530	99-0005881	99-0006148	99-0006445
99-0004317	99-0004668	99-0004967	99-0005218	99-0005537	99-0005886	99-0006156	99-0006448
99-0004321	99-0004669	99-0004975	99-0005223	99-0005539	99-0005892	99-0006157	99-0006452
99-0004325	99-0004670	99-0004976	99-0005227	99-0005542	99-0005895	99-0006162	99-0006454
99-0004326	99-0004686	99-0004979	99-0005228	99-0005547	99-0005904	99-0006163	99-0006456
99-0004335	99-0004690	99-0004982	99-0005246	99-0005550	99-0005913	99-0006164	99-0006458
99-0004342	99-0004691	99-0004984	99-0005258	99-0005574	99-0005914	99-0006173	99-0006462
99-0004344	99-0004704	99-0004989	99-0005259	99-0005576	99-0005924	99-0006183	99-0006472
99-0004347	99-0004722	99-0004991	99-0005260	99-0005577	99-0005928	99-0006185	99-0006479
99-0004361	99-0004733	99-0004992	99-0005262	99-0005578	99-0005931	99-0006187	99-0006487
99-0004372	99-0004737	99-0004994	99-0005269	99-0005581	99-0005946	99-0006193	99-0006501
99-0004380	99-0004740	99-0004995	99-0005276	99-0005586	99-0005952	99-0006198	99-0006504
99-0004383	99-0004743	99-0004998	99-0005280	99-0005608	99-0005954	99-0006202	99-0006505
99-0004384	99-0004750	99-0004999	99-0005290	99-0005620	99-0005969	99-0006203	99-0006508
99-0004389	99-0004773	99-0005000	99-0005297	99-0005625	99-0005973	99-0006206	99-0006512
99-0004392	99-0004782	99-0005011	99-0005306	99-0005641	99-0005985	99-0006211	99-0006520
99-0004394	99-0004792	99-0005017	99-0005309	99-0005642	99-0005986	99-0006239	99-0006523
99-0004401	99-0004796	99-0005027	99-0005310	99-0005644	99-0005987	99-0006244	99-0006524
99-0004418	99-0004797	99-0005029	99-0005315	99-0005656	99-0005994	99-0006252	99-0006529
99-0004420	99-0004798	99-0005030	99-0005318	99-0005662	99-0005997	99-0006275	99-0006537
99-0004425	99-0004805	99-0005031	99-0005322	99-0005668	99-0006000	99-0006278	99-0006562
99-0004427	99-0004808	99-0005034	99-0005323	99-0005671	99-0006002	99-0006286	99-0006564
99-0004442	99-0004813	99-0005036	99-0005331	99-0005679	99-0006003	99-0006287	99-0006571
99-0004443	99-0004815	99-0005042	99-0005337	99-0005695	99-0006006	99-0006294	99-0006580
99-0004444	99-0004819	99-0005043	99-0005342	99-0005701	99-0006010	99-0006300	99-0006584
99-0004455	99-0004822	99-0005044	99-0005345	99-0005708	99-0006013	99-0006305	99-0006589
99-0004467	99-0004823	99-0005045	99-0005349	99-0005717	99-0006020	99-0006317	99-0006599
99-0004469	99-0004833	99-0005050	99-0005350	99-0005719	99-0006022	99-0006320	99-0006606
99-0004505	99-0004859	99-0005055	99-0005364	99-0005726	99-0006031	99-0006324	99-0006608
99-0004511	99-0004874	99-0005056	99-0005365	99-0005729	99-0006037	99-0006326	99-0006609
99-0004528	99-0004875	99-0005073	99-0005367	99-0005735	99-0006038	99-0006327	99-0006610
99-0004537	99-0004880	99-0005076	99-0005373	99-0005737	99-0006046	99-0006333	99-0006614
99-0004546	99-0004889	99-0005081	99-0005374	99-0005739	99-0006048	99-0006336	99-0006617
99-0004553	99-0004896	99-0005082	99-0005375	99-0005747	99-0006082	99-0006343	99-0006624
99-0004554	99-0004900	99-0005083	99-0005378	99-0005756	99-0006087	99-0006347	99-0006625
99-0004561	99-0004911	99-0005090	99-0005393	99-0005760	99-0006093	99-0006358	99-0006633
99-0004570	99-0004912	99-0005091	99-0005401	99-0005764	99-0006096	99-0006367	99-0006638
99-0004587	99-0004917	99-0005105	99-0005402	99-0005766	99-0006098	99-0006374	99-0006650
99-0004597	99-0004918	99-0005106	99-0005403	99-0005773	99-0006099	99-0006377	99-0006652
99-0004611	99-0004919	99-0005113	99-0005423	99-0005776	99-0006100	99-0006384	99-0006687
99-0004616	99-0004925	99-0005115	99-0005432	99-0005782	99-0006105	99-0006386	99-0006693
99-0004619	99-0004928	99-0005122	99-0005455	99-0005792	99-0006106	99-0006390	99-0006699
99-0004629	99-0004930	99-0005128	99-0005457	99-0005793	99-0006107	99-0006406	99-0006705
99-0004630	99-0004932	99-0005135	99-0005472	99-0005803	99-0006108	99-0006408	99-0006711
99-0004636	99-0004936	99-0005138	99-0005505	99-0005805	99-0006109	99-0006423	99-0006722
99-0004646	99-0004937	99-0005143	99-0005507	99-0005810	99-0006111	99-0006424	99-0006724
99-0004647	99-0004938	99-0005146	99-0005510	99-0005811	99-0006114	99-0006425	99-0006728
99-0004656	99-0004940	99-0005158	99-0005512	99-0005814	99-0006116	99-0006433	99-0006733
99-0004660	99-0004942	99-0005171	99-0005513	99-0005833	99-0006118	99-0006440	99-0006735
99-0004661	99-0004944	99-0005179	99-0005518	99-0005834	99-0006122	99-0006441	99-0006737
99-0004662	99-0004950	99-0005195	99-0005523	99-0005866	99-0006125	99-0006442	99-0006739
99-0004663	99-0004959	99-0005203	99-0005529	99-0005870	99-0006143	99-0006444	99-0006750

Schedule 2.1(a)

99-0006755	99-0007146	99-0008101
99-0006757	99-0007164	99-0008114
99-0006762	99-0007200	99-0008121
99-0006766	99-0007306	99-0008123
99-0006767	99-0007317	99-0008129
99-0006779	99-0007334	99-0008132
99-0006781	99-0007338	99-0008133
99-0006816	99-0007339	99-0008134
99-0006827	99-0007368	99-0008135
99-0006840	99-0007374	99-0008141
99-0006841	99-0007376	99-0008143
99-0006885	99-0007381	99-0008145
99-0006889	99-0007383	99-0008147
99-0006890	99-0007386	99-0008156
99-0006898	99-0007396	99-0008159
99-0006902	99-0007403	99-0008164
99-0006943	99-0007441	99-0008165
99-0006948	99-0007446	99-0008176
99-0006949	99-0007459	99-0008180
99-0006960	99-0007475	99-0008182
99-0006961	99-0007499	99-0008192
99-0006966	99-0007563	99-0008201
99-0006968	99-0007598	99-0008203
99-0006970	99-0007606	99-0008205
99-0006981	99-0007607	99-0008209
99-0006988	99-0007698	99-0008220
99-0006997	99-0007886	99-0008221
99-0006999	99-0007930	99-0008223
99-0007010	99-0007963	99-0008224
99-0007011	99-0008005	99-0008227
99-0007038	99-0008010	99-0008228
99-0007045	99-0008011	99-0008239
99-0007051	99-0008022	99-0008248
99-0007052	99-0008023	99-0008255
99-0007053	99-0008024	99-0008264
99-0007054	99-0008028	99-0008275
99-0007055	99-0008032	99-0008283
99-0007056	99-0008034	99-0008285
99-0007058	99-0008038	99-0008298
99-0007063	99-0008047	99-0008299
99-0007069	99-0008052	99-0008301
99-0007074	99-0008058	99-0008480
99-0007077	99-0008062	99-0008488
99-0007078	99-0008066	99-0008491
99-0007085	99-0008076	99-0008591
99-0007089	99-0008077	
99-0007099	99-0008078	
99-0007109	99-0008079	
99-0007111	99-0008080	
99-0007114	99-0008083	
99-0007125	99-0008085	
99-0007130	99-0008089	

SCHEDULE 2.4-1
CASH VALUE PURCHASE PRICE REDUCTION POLICIES

See attached.

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value
10-0000007	\$1,593.67	10-0000305	\$5,670.00	90-0000010	\$7,652.61	99-0000057	\$7,535.00
10-0000008	\$1,761.12	10-0000306	\$975.00	90-0000011	\$7,916.50	99-0000058	\$7,171.00
10-0000012	\$13,569.52	10-0000307	\$1,986.00	90-0000016	\$46,341.75	99-0000062	\$3,549.92
10-0000013	\$17,012.11	10-0000309	\$21,842.80	90-0000019	\$1,335.00	99-0000104	\$4,302.00
10-0000014	\$2,225.00	10-0000313	\$8,571.13	90-0000020	\$1,626.42	99-0000109	\$834.00
10-0000017	\$13,667.40	10-0000314	\$3,788.17	90-0000038	\$2,723.69	99-0000110	\$660.00
10-0000019	\$1,320.00	10-0000336	\$45,630.66	90-0000041	\$11,618.96	99-0000114	\$6,672.61
10-0000037	\$1,620.00	10-0000339	\$9,514.52	90-0000042	\$8,052.15	99-0000118	\$4,227.14
10-0000050	\$41,347.45	10-0000353	\$1,418.20	90-0000054	\$5,474.40	99-0000131	\$559.00
10-0000053	\$97,900.86	10-0000372	\$4,536.85	90-0000062	\$28,942.52	99-0000142	\$4,840.55
10-0000054	\$50,340.73	10-0000385	\$4,194.64	90-0000082	\$2,378.40	99-0000146	\$7,472.40
10-0000058	\$2,428.45	10-0000390	\$4,803.92	90-0000083	\$6,750.00	99-0000147	\$1,936.63
10-0000061	\$2,821.38	10-0000395	\$14,254.12	90-0000087	\$1,399.20	99-0000158	\$12,100.00
10-0000062	\$2,177.82	10-0000396	\$8,550.00	90-0000090	\$7,424.36	99-0000159	\$7,297.01
10-0000084	\$9,848.15	10-0000409	\$10,603.69	90-0000117	\$1,411.00	99-0000162	\$11,988.57
10-0000085	\$6,541.60	10-0000411	\$4,258.00	90-0000120	\$4,322.13	99-0000165	\$2,427.57
10-0000096	\$13,037.98	10-0000417	\$18,976.06	90-0000133	\$15,172.00	99-0000167	\$4,855.12
10-0000097	\$9,748.70	10-0000418	\$14,328.00	90-0000138	\$5,547.41	99-0000169	\$4,625.00
10-0000113	\$12,850.00	10-0000420	\$5,458.18	90-0000142	\$10,901.00	99-0000172	\$4,976.02
10-0000116	\$7,128.59	10-0000426	\$14,364.89	90-0000147	\$3,970.40	99-0000176	\$4,250.00
10-0000126	\$12,685.59	10-0000436	\$4,100.00	90-0000156	\$45,896.35	99-0000179	\$4,389.00
10-0000128	\$1,143.42	10-0000438	\$2,378.81	90-0000164	\$2,441.35	99-0000187	\$5,396.00
10-0000133	\$10,573.75	10-0000444	\$4,310.40	90-0000165	\$6,215.31	99-0000195	\$562.00
10-0000138	\$3,934.09	10-0000455	\$2,111.35	90-0000168	\$14,579.46	99-0000211	\$1,911.93
10-0000139	\$3,746.75	10-0000460	\$10,643.15	90-0000171	\$1,019.09	99-0000214	\$3,348.00
10-0000174	\$1,500.00	10-0000472	\$4,432.00	90-0000173	\$1,778.88	99-0000220	\$12,278.33
10-0000201	\$15,016.49	10-0000475	\$2,188.40	90-0000193	\$11,649.87	99-0000227	\$38,461.76
10-0000202	\$5,230.00	10-0000542	\$7,437.69	90-0000207	\$19,181.16	99-0000245	\$6,730.50
10-0000207	\$2,750.00	10-0000565	\$21,193.01	90-0000210	\$37,914.00	99-0000247	\$1,379.00
10-0000209	\$2,711.88	50-0000003	\$9,969.23	90-0000228	\$31,106.92	99-0000250	\$6,405.90
10-0000229	\$2,902.26	50-0000061	\$5,912.63	90-0000230	\$4,720.19	99-0000257	\$27,219.50
10-0000230	\$16,907.03	50-0000064	\$3,009.50	90-0000235	\$27,075.19	99-0000265	\$1,982.86
10-0000232	\$12,170.18	50-0000073	\$14,968.48	90-0000239	\$13,318.00	99-0000284	\$9,679.25
10-0000233	\$12,202.25	50-0000088	\$28,806.29	92-0000003	\$3,716.73	99-0000295	\$1,725.00
10-0000234	\$2,349.16	70-0000002	\$13,349.50	92-0000004	\$610.00	99-0000301	\$5,370.00
10-0000237	\$3,167.20	70-0000003	\$9,864.82	92-0000007	\$4,111.50	99-0000304	\$8,775.00
10-0000240	\$6,681.47	70-0000011	\$6,285.50	92-0000017	\$2,258.88	99-0000325	\$12,821.70
10-0000244	\$17,704.69	70-0000012	\$1,818.45	92-0000026	\$6,469.58	99-0000326	\$7,420.87
10-0000251	\$6,441.70	70-0000025	\$3,612.92	92-0000035	\$14,348.63	99-0000348	\$7,628.28
10-0000263	\$8,424.57	70-0000031	\$74,123.90	92-0000036	\$3,239.00	99-0000349	\$6,474.34
10-0000267	\$4,653.69	80-0000006	\$5,769.00	92-0000037	\$33,000.00	99-0000359	\$900.00
10-0000272	\$4,890.52	80-0000008	\$24,087.07	92-0000041	\$2,280.94	99-0000373	\$8,938.34
10-0000274	\$3,368.00	80-0000013	\$20,932.59	92-0000050	\$7,769.26	99-0000377	\$13,646.87
10-0000277	\$1,226.25	80-0000015	\$3,172.56	92-0000056	\$10,560.00	99-0000382	\$17,960.44
10-0000281	\$4,945.47	80-0000021	\$16,625.27	92-0000062	\$22,257.20	99-0000386	\$7,969.31
10-0000291	\$7,149.02	80-0000024	\$7,279.93	92-0000065	\$3,237.58	99-0000389	\$1,884.00
10-0000297	\$23,897.71	80-0000025	\$11,046.63	99-0000001	\$50,825.88	99-0000403	\$1,885.60
10-0000299	\$42,441.49	80-0000026	\$778.53	99-0000005	\$41,044.35	99-0000420	\$14,003.14
10-0000300	\$7,574.82	90-0000003	\$2,770.00	99-0000053	\$15,641.11	99-0000432	\$1,440.00
10-0000301	\$4,747.00	90-0000006	\$368.80	99-0000056	\$8,832.64	99-0000444	\$14,534.59

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value
99-0000452	\$4,652.12	99-0000764	\$4,561.89	99-0001168	\$9,117.95	99-0001473	\$1,654.43
99-0000454	\$2,790.00	99-0000772	\$12,922.00	99-0001180	\$1,098.75	99-0001475	\$1,495.20
99-0000455	\$15,000.00	99-0000781	\$29,005.90	99-0001182	\$1,340.00	99-0001476	\$6,751.88
99-0000461	\$293.00	99-0000787	\$2,594.87	99-0001188	\$4,040.00	99-0001477	\$1,541.00
99-0000487	\$2,394.82	99-0000797	\$9,080.00	99-0001189	\$1,143.20	99-0001481	\$7,312.26
99-0000490	\$7,556.90	99-0000816	\$2,633.40	99-0001220	\$1,689.93	99-0001482	\$3,113.00
99-0000491	\$14,835.00	99-0000817	\$4,431.30	99-0001232	\$3,030.75	99-0001485	\$535.00
99-0000492	\$2,800.00	99-0000824	\$6,905.24	99-0001237	\$1,748.60	99-0001502	\$1,686.85
99-0000505	\$1,295.24	99-0000825	\$1,436.40	99-0001245	\$21,403.07	99-0001508	\$2,583.12
99-0000516	\$695.28	99-0000834	\$424.00	99-0001250	\$3,422.44	99-0001516	\$1,230.00
99-0000522	\$8,782.90	99-0000856	\$7,218.00	99-0001255	\$9,425.32	99-0001522	\$8,397.33
99-0000525	\$8,167.37	99-0000860	\$2,854.55	99-0001267	\$1,420.00	99-0001523	\$1,632.50
99-0000537	\$6,006.00	99-0000862	\$12,730.38	99-0001269	\$20,752.57	99-0001525	\$7,061.09
99-0000538	\$3,776.00	99-0000872	\$4,434.40	99-0001276	\$1,558.70	99-0001534	\$9,150.90
99-0000541	\$6,553.65	99-0000879	\$1,609.06	99-0001277	\$1,801.87	99-0001537	\$15,175.17
99-0000545	\$8,566.03	99-0000880	\$3,107.68	99-0001283	\$4,818.00	99-0001583	\$4,818.19
99-0000554	\$11,786.00	99-0000896	\$13,691.09	99-0001292	\$5,726.84	99-0001584	\$2,894.95
99-0000561	\$11,104.51	99-0000913	\$985.14	99-0001296	\$9,348.15	99-0001585	\$3,877.91
99-0000562	\$14,248.73	99-0000919	\$4,224.00	99-0001298	\$2,006.00	99-0001587	\$3,254.67
99-0000568	\$540.40	99-0000921	\$7,215.00	99-0001299	\$1,954.00	99-0001588	\$2,114.88
99-0000569	\$7,440.00	99-0000927	\$18,799.57	99-0001302	\$15,585.71	99-0001592	\$5,205.00
99-0000579	\$18,981.94	99-0000930	\$921.06	99-0001318	\$6,636.17	99-0001601	\$3,390.00
99-0000582	\$18,412.84	99-0000945	\$16,312.50	99-0001327	\$1,848.80	99-0001603	\$1,932.61
99-0000583	\$14,413.07	99-0000946	\$10,189.80	99-0001328	\$32,996.00	99-0001609	\$1,622.00
99-0000591	\$35,976.22	99-0000959	\$5,786.33	99-0001329	\$74,355.84	99-0001616	\$1,366.60
99-0000602	\$1,645.60	99-0000968	\$2,148.98	99-0001331	\$5,075.00	99-0001620	\$6,114.80
99-0000614	\$11,467.77	99-0000973	\$4,454.53	99-0001332	\$4,013.56	99-0001626	\$7,882.73
99-0000615	\$4,339.00	99-0000980	\$3,483.19	99-0001333	\$17,449.06	99-0001631	\$29,889.20
99-0000616	\$14,900.68	99-0000982	\$7,686.00	99-0001335	\$3,051.00	99-0001638	\$1,860.80
99-0000620	\$8,575.25	99-0000992	\$1,140.00	99-0001337	\$7,286.64	99-0001641	\$1,624.20
99-0000621	\$11,862.29	99-0001005	\$1,488.01	99-0001338	\$1,484.09	99-0001649	\$5,586.96
99-0000622	\$183,548.85	99-0001007	\$3,742.72	99-0001344	\$4,631.67	99-0001653	\$6,836.40
99-0000623	\$4,896.00	99-0001023	\$4,250.00	99-0001346	\$12,800.00	99-0001665	\$18,939.22
99-0000636	\$3,183.75	99-0001026	\$2,124.00	99-0001351	\$15,909.30	99-0001670	\$11,424.00
99-0000648	\$1,567.68	99-0001044	\$14,644.50	99-0001354	\$9,600.94	99-0001676	\$7,490.00
99-0000659	\$2,300.10	99-0001064	\$39,189.31	99-0001356	\$2,212.61	99-0001685	\$4,181.00
99-0000689	\$2,110.00	99-0001068	\$2,612.34	99-0001358	\$27,737.32	99-0001699	\$3,982.00
99-0000694	\$3,317.15	99-0001074	\$1,917.00	99-0001365	\$10,816.05	99-0001729	\$58,981.59
99-0000700	\$1,807.00	99-0001082	\$5,022.00	99-0001367	\$1,756.25	99-0001731	\$2,081.75
99-0000701	\$22,713.64	99-0001084	\$1,213.00	99-0001370	\$35,320.05	99-0001781	\$1,408.02
99-0000703	\$14,850.00	99-0001085	\$1,255.23	99-0001390	\$2,168.75	99-0001782	\$2,648.00
99-0000709	\$8,898.22	99-0001087	\$3,568.96	99-0001413	\$5,320.78	99-0001791	\$2,178.00
99-0000710	\$2,685.50	99-0001089	\$1,870.00	99-0001428	\$19,991.74	99-0001797	\$11,923.90
99-0000726	\$750.10	99-0001090	\$7,009.36	99-0001434	\$12,602.27	99-0001801	\$6,707.42
99-0000734	\$1,601.16	99-0001109	\$1,757.13	99-0001450	\$16,948.00	99-0001820	\$2,800.00
99-0000743	\$4,020.66	99-0001121	\$12,900.00	99-0001451	\$6,000.00	99-0001821	\$2,603.75
99-0000746	\$9,928.80	99-0001123	\$3,683.22	99-0001452	\$1,520.11	99-0001830	\$6,735.58
99-0000752	\$9,721.84	99-0001152	\$1,117.58	99-0001461	\$12,272.00	99-0001834	\$5,287.00
99-0000756	\$3,059.10	99-0001157	\$28,800.00	99-0001467	\$3,300.00	99-0001843	\$1,300.79
99-0000757	\$9,234.00	99-0001161	\$7,055.23	99-0001469	\$1,453.10	99-0001845	\$1,986.50

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value
99-0001875	\$6,709.80	99-0002166	\$594.15	99-0002503	\$11,680.00	99-0002861	\$2,890.61
99-0001879	\$2,885.76	99-0002167	\$615.85	99-0002506	\$7,213.88	99-0002866	\$7,198.30
99-0001889	\$6,400.00	99-0002168	\$629.15	99-0002508	\$3,900.00	99-0002867	\$26,225.69
99-0001899	\$7,898.82	99-0002169	\$699.48	99-0002517	\$3,464.57	99-0002869	\$596.88
99-0001902	\$7,216.50	99-0002172	\$6,158.37	99-0002524	\$4,426.00	99-0002877	\$5,819.06
99-0001913	\$3,775.00	99-0002189	\$5,880.00	99-0002533	\$10,431.46	99-0002879	\$11,203.38
99-0001917	\$13,432.56	99-0002193	\$22,963.82	99-0002539	\$5,866.50	99-0002912	\$2,690.04
99-0001923	\$6,445.39	99-0002195	\$9,062.40	99-0002548	\$10,944.69	99-0002913	\$23,938.75
99-0001925	\$4,861.85	99-0002196	\$1,645.30	99-0002553	\$7,735.30	99-0002923	\$24,291.99
99-0001927	\$2,899.52	99-0002197	\$10,358.50	99-0002557	\$10,898.23	99-0002936	\$2,730.87
99-0001933	\$36,128.49	99-0002201	\$5,598.75	99-0002563	\$1,368.05	99-0002938	\$1,678.93
99-0001936	\$537.00	99-0002202	\$5,231.58	99-0002569	\$11,144.00	99-0002945	\$3,797.64
99-0001943	\$8,312.50	99-0002206	\$18,575.00	99-0002570	\$3,105.00	99-0002949	\$673.80
99-0001948	\$5,384.27	99-0002207	\$3,220.00	99-0002571	\$3,683.61	99-0002956	\$7,395.29
99-0001953	\$2,469.89	99-0002245	\$6,444.87	99-0002575	\$17,037.61	99-0002960	\$16,590.31
99-0001955	\$4,310.55	99-0002249	\$4,313.00	99-0002593	\$16,759.00	99-0002962	\$2,664.04
99-0001962	\$5,617.58	99-0002253	\$1,795.00	99-0002594	\$805.00	99-0002968	\$20,837.93
99-0001971	\$5,173.61	99-0002255	\$14,778.00	99-0002595	\$3,553.00	99-0002981	\$4,255.98
99-0001972	\$3,957.66	99-0002257	\$1,240.50	99-0002598	\$15,910.47	99-0002995	\$4,565.00
99-0001974	\$11,057.06	99-0002261	\$3,425.81	99-0002601	\$7,436.25	99-0002998	\$7,725.44
99-0001975	\$3,305.00	99-0002272	\$2,659.26	99-0002607	\$17,467.91	99-0003000	\$9,572.53
99-0001982	\$2,974.76	99-0002283	\$11,564.27	99-0002613	\$2,105.00	99-0003006	\$24,308.46
99-0001986	\$4,050.00	99-0002284	\$3,626.00	99-0002629	\$20,552.50	99-0003017	\$2,452.00
99-0001987	\$6,860.00	99-0002296	\$3,964.90	99-0002660	\$4,193.81	99-0003020	\$10,364.00
99-0001990	\$1,685.19	99-0002297	\$3,375.53	99-0002661	\$5,366.49	99-0003032	\$543.00
99-0001996	\$5,068.42	99-0002333	\$8,811.40	99-0002667	\$1,440.00	99-0003033	\$1,090.00
99-0002001	\$5,139.75	99-0002338	\$22,486.68	99-0002670	\$1,527.99	99-0003034	\$8,832.54
99-0002008	\$4,508.50	99-0002345	\$1,797.50	99-0002672	\$52,707.60	99-0003040	\$20,587.00
99-0002012	\$2,933.48	99-0002355	\$2,815.30	99-0002674	\$10,056.54	99-0003042	\$4,101.33
99-0002017	\$1,420.00	99-0002367	\$5,708.63	99-0002676	\$1,710.00	99-0003043	\$3,097.24
99-0002030	\$9,341.00	99-0002395	\$5,983.00	99-0002698	\$8,754.45	99-0003047	\$2,024.15
99-0002032	\$51,820.92	99-0002399	\$1,178.36	99-0002700	\$2,987.50	99-0003055	\$8,791.60
99-0002047	\$3,554.43	99-0002403	\$11,505.04	99-0002720	\$4,611.00	99-0003073	\$10,721.44
99-0002052	\$7,170.74	99-0002412	\$9,044.15	99-0002725	\$14,345.67	99-0003080	\$6,695.50
99-0002057	\$13,317.54	99-0002416	\$5,862.07	99-0002737	\$2,135.00	99-0003092	\$5,422.62
99-0002059	\$19,022.45	99-0002434	\$7,301.84	99-0002746	\$2,077.31	99-0003093	\$1,578.93
99-0002061	\$3,925.00	99-0002440	\$70,283.69	99-0002751	\$4,061.28	99-0003095	\$11,400.00
99-0002068	\$1,558.99	99-0002441	\$5,854.18	99-0002770	\$17,154.52	99-0003121	\$7,196.00
99-0002072	\$7,227.94	99-0002446	\$14,020.73	99-0002772	\$5,914.02	99-0003123	\$22,948.17
99-0002078	\$15,281.01	99-0002447	\$14,421.71	99-0002782	\$14,205.46	99-0003125	\$706.00
99-0002103	\$331.75	99-0002450	\$15,571.30	99-0002789	\$1,592.50	99-0003134	\$7,346.51
99-0002111	\$1,655.30	99-0002451	\$2,875.00	99-0002795	\$6,572.81	99-0003142	\$392.06
99-0002113	\$7,525.00	99-0002453	\$1,165.72	99-0002818	\$5,975.37	99-0003149	\$10,308.00
99-0002116	\$894.13	99-0002456	\$6,287.20	99-0002826	\$5,042.88	99-0003152	\$13,072.16
99-0002129	\$69,552.01	99-0002461	\$9,057.52	99-0002837	\$1,490.00	99-0003158	\$893.15
99-0002134	\$1,245.45	99-0002462	\$5,719.72	99-0002838	\$35,146.18	99-0003161	\$5,785.00
99-0002135	\$608.89	99-0002463	\$6,691.65	99-0002842	\$1,030.59	99-0003177	\$445.50
99-0002141	\$4,950.00	99-0002467	\$17,526.66	99-0002849	\$1,720.00	99-0003182	\$2,977.50
99-0002161	\$18,231.42	99-0002472	\$16,077.50	99-0002856	\$10,293.91	99-0003185	\$2,630.48
99-0002165	\$1,645.80	99-0002476	\$1,505.44	99-0002858	\$1,201.26	99-0003187	\$18,032.18

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value
99-0003190	\$2,541.52	99-0003510	\$33,403.64	99-0003792	\$4,308.49	99-0004252	\$4,810.68
99-0003193	\$15,408.52	99-0003511	\$30,107.54	99-0003797	\$746.30	99-0004259	\$2,656.21
99-0003198	\$1,699.08	99-0003515	\$9,144.79	99-0003846	\$3,313.39	99-0004260	\$44,520.00
99-0003204	\$2,629.00	99-0003516	\$25,569.68	99-0003848	\$2,079.50	99-0004267	\$422.50
99-0003207	\$16,568.00	99-0003517	\$14,521.00	99-0003858	\$1,275.80	99-0004295	\$2,393.08
99-0003221	\$2,902.27	99-0003519	\$1,240.50	99-0003863	\$11,088.74	99-0004317	\$28,831.67
99-0003236	\$13,984.15	99-0003525	\$1,755.84	99-0003865	\$14,100.00	99-0004325	\$28,924.00
99-0003242	\$3,917.64	99-0003526	\$3,203.90	99-0003885	\$614.00	99-0004326	\$1,170.00
99-0003247	\$10,624.58	99-0003535	\$4,354.80	99-0003890	\$2,600.00	99-0004335	\$18,205.03
99-0003252	\$1,102.15	99-0003543	\$5,165.29	99-0003891	\$4,253.42	99-0004342	\$862.50
99-0003255	\$13,007.37	99-0003551	\$6,624.00	99-0003894	\$4,503.43	99-0004344	\$5,144.00
99-0003264	\$9,134.55	99-0003565	\$3,023.91	99-0003902	\$10,251.06	99-0004347	\$1,303.58
99-0003276	\$2,630.90	99-0003569	\$4,140.00	99-0003908	\$6,943.60	99-0004361	\$7,460.50
99-0003282	\$9,720.00	99-0003589	\$5,599.68	99-0003933	\$13,744.03	99-0004372	\$19,737.29
99-0003285	\$5,823.52	99-0003609	\$6,886.09	99-0003950	\$11,826.77	99-0004380	\$5,050.50
99-0003289	\$22,954.06	99-0003614	\$5,110.00	99-0003964	\$2,530.00	99-0004383	\$14,417.92
99-0003291	\$26,856.62	99-0003615	\$1,201.88	99-0003967	\$2,668.00	99-0004384	\$5,194.50
99-0003292	\$39,896.93	99-0003620	\$3,354.62	99-0003971	\$6,846.00	99-0004389	\$31,011.31
99-0003295	\$5,546.90	99-0003625	\$8,282.54	99-0003980	\$2,520.00	99-0004392	\$4,262.93
99-0003298	\$6,585.44	99-0003626	\$10,347.09	99-0003985	\$3,850.59	99-0004394	\$16,106.89
99-0003299	\$8,245.00	99-0003646	\$1,005.00	99-0003988	\$47,767.23	99-0004401	\$3,525.62
99-0003307	\$990.00	99-0003650	\$7,170.23	99-0003996	\$2,188.78	99-0004418	\$1,403.75
99-0003318	\$10,421.09	99-0003652	\$20,544.51	99-0003999	\$740.00	99-0004420	\$8,461.84
99-0003326	\$2,037.00	99-0003657	\$4,100.00	99-0004001	\$4,294.01	99-0004425	\$9,519.00
99-0003329	\$415.00	99-0003660	\$7,567.98	99-0004015	\$5,858.55	99-0004427	\$3,271.68
99-0003330	\$161.34	99-0003662	\$700.00	99-0004020	\$8,538.03	99-0004442	\$1,608.22
99-0003331	\$80.33	99-0003663	\$1,050.00	99-0004025	\$3,579.58	99-0004443	\$4,615.21
99-0003338	\$3,375.00	99-0003671	\$990.63	99-0004032	\$7,161.27	99-0004444	\$3,940.75
99-0003342	\$8,014.84	99-0003672	\$14,347.49	99-0004035	\$4,866.16	99-0004455	\$2,840.00
99-0003344	\$10,658.50	99-0003674	\$1,062.83	99-0004036	\$1,526.10	99-0004467	\$8,433.33
99-0003346	\$3,350.00	99-0003677	\$6,835.87	99-0004045	\$3,541.05	99-0004505	\$2,092.73
99-0003353	\$9,064.83	99-0003683	\$30,510.00	99-0004053	\$5,935.69	99-0004511	\$3,522.00
99-0003366	\$2,201.60	99-0003700	\$3,583.10	99-0004073	\$5,844.61	99-0004528	\$3,186.00
99-0003370	\$11,488.51	99-0003704	\$5,688.47	99-0004090	\$29,704.35	99-0004537	\$2,217.56
99-0003371	\$1,519.17	99-0003715	\$12,015.00	99-0004111	\$1,050.45	99-0004546	\$11,200.00
99-0003380	\$26,510.00	99-0003725	\$1,728.25	99-0004112	\$1,320.25	99-0004553	\$12,992.18
99-0003389	\$1,503.00	99-0003726	\$11,396.04	99-0004114	\$2,346.89	99-0004554	\$3,581.00
99-0003395	\$4,300.00	99-0003728	\$3,506.67	99-0004126	\$6,503.08	99-0004561	\$2,853.00
99-0003402	\$8,297.42	99-0003729	\$4,182.15	99-0004127	\$2,580.99	99-0004570	\$11,306.80
99-0003405	\$1,046.03	99-0003736	\$2,900.00	99-0004147	\$14,665.36	99-0004587	\$4,330.79
99-0003435	\$24,261.69	99-0003737	\$2,400.00	99-0004158	\$4,629.96	99-0004597	\$1,713.65
99-0003441	\$43,860.00	99-0003761	\$1,891.67	99-0004192	\$28,200.00	99-0004619	\$3,925.64
99-0003446	\$33,619.89	99-0003764	\$1,193.18	99-0004194	\$10,171.84	99-0004629	\$2,890.00
99-0003451	\$7,725.39	99-0003770	\$7,393.00	99-0004208	\$14,020.18	99-0004630	\$3,373.20
99-0003463	\$1,783.61	99-0003771	\$910.00	99-0004213	\$20,466.00	99-0004636	\$2,236.50
99-0003476	\$4,492.67	99-0003778	\$10,600.00	99-0004217	\$11,689.22	99-0004647	\$6,052.50
99-0003488	\$2,750.00	99-0003779	\$3,256.23	99-0004223	\$8,144.85	99-0004656	\$1,753.33
99-0003495	\$1,900.00	99-0003782	\$24,391.12	99-0004236	\$3,164.91	99-0004660	\$9,997.61
99-0003496	\$1,650.00	99-0003784	\$10,987.50	99-0004240	\$507.72	99-0004661	\$530.50
99-0003497	\$13,736.00	99-0003787	\$1,333.70	99-0004243	\$4,924.99	99-0004662	\$1,781.36

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value
99-0004663	\$7,763.69	99-0004965	\$21,414.20	99-0005228	\$1,236.95	99-0005550	\$857.40
99-0004667	\$5,282.67	99-0004967	\$1,696.70	99-0005246	\$5,814.18	99-0005574	\$17,008.85
99-0004668	\$17,987.71	99-0004975	\$649.00	99-0005258	\$10,833.67	99-0005576	\$10,644.00
99-0004669	\$8,583.96	99-0004976	\$31,388.63	99-0005259	\$20,041.10	99-0005577	\$1,318.80
99-0004670	\$8,520.85	99-0004979	\$4,242.35	99-0005260	\$2,332.50	99-0005578	\$12,596.08
99-0004686	\$18,612.50	99-0004982	\$4,511.75	99-0005262	\$1,981.63	99-0005581	\$6,114.48
99-0004690	\$7,012.23	99-0004984	\$21,705.65	99-0005269	\$8,820.23	99-0005608	\$4,348.21
99-0004691	\$20,286.00	99-0004989	\$5,887.27	99-0005276	\$4,094.57	99-0005625	\$18,653.56
99-0004704	\$7,465.78	99-0004991	\$3,401.85	99-0005280	\$4,290.69	99-0005641	\$2,994.52
99-0004722	\$13,500.40	99-0004994	\$2,439.55	99-0005290	\$2,550.00	99-0005642	\$2,279.78
99-0004733	\$16,444.88	99-0004995	\$1,628.00	99-0005297	\$33,943.76	99-0005644	\$14,366.35
99-0004737	\$2,227.50	99-0004998	\$7,776.50	99-0005306	\$5,363.98	99-0005656	\$8,207.80
99-0004740	\$2,870.10	99-0004999	\$17,526.00	99-0005309	\$3,381.50	99-0005662	\$4,993.33
99-0004743	\$1,170.00	99-0005000	\$14,599.50	99-0005310	\$20,252.10	99-0005668	\$7,528.41
99-0004750	\$1,474.37	99-0005011	\$7,294.95	99-0005315	\$21,621.79	99-0005671	\$561.00
99-0004773	\$706.00	99-0005017	\$12,869.57	99-0005318	\$900.76	99-0005679	\$19,606.08
99-0004782	\$5,408.89	99-0005027	\$2,776.25	99-0005322	\$6,723.00	99-0005695	\$8,289.92
99-0004792	\$7,105.50	99-0005029	\$2,520.00	99-0005323	\$6,341.64	99-0005701	\$3,684.78
99-0004796	\$1,075.00	99-0005030	\$29,900.00	99-0005331	\$6,917.54	99-0005708	\$1,270.00
99-0004797	\$22,732.48	99-0005031	\$8,544.41	99-0005337	\$1,595.00	99-0005717	\$1,156.05
99-0004798	\$4,528.00	99-0005034	\$12,041.62	99-0005342	\$6,328.00	99-0005726	\$6,038.41
99-0004805	\$2,695.00	99-0005036	\$7,116.25	99-0005345	\$53,841.31	99-0005729	\$7,233.09
99-0004808	\$21,204.00	99-0005042	\$3,041.78	99-0005350	\$5,638.56	99-0005735	\$6,851.24
99-0004813	\$1,614.03	99-0005043	\$2,437.00	99-0005364	\$4,550.00	99-0005737	\$1,340.00
99-0004815	\$17,673.09	99-0005044	\$2,604.25	99-0005365	\$7,221.17	99-0005739	\$73,771.20
99-0004822	\$1,271.23	99-0005045	\$4,288.00	99-0005373	\$7,977.42	99-0005747	\$21,011.53
99-0004823	\$1,038.75	99-0005050	\$5,740.95	99-0005374	\$9,447.06	99-0005756	\$4,901.95
99-0004833	\$9,641.29	99-0005056	\$5,805.00	99-0005375	\$11,938.00	99-0005760	\$13,930.33
99-0004874	\$2,890.00	99-0005073	\$5,455.15	99-0005393	\$9,592.87	99-0005764	\$2,500.00
99-0004875	\$3,171.75	99-0005076	\$5,925.69	99-0005401	\$2,067.40	99-0005773	\$2,210.46
99-0004880	\$17,909.51	99-0005081	\$6,337.00	99-0005402	\$4,144.75	99-0005776	\$5,514.08
99-0004889	\$6,520.60	99-0005082	\$15,842.31	99-0005403	\$21,676.74	99-0005782	\$23,888.73
99-0004896	\$4,572.25	99-0005083	\$3,587.93	99-0005423	\$1,018.62	99-0005792	\$2,064.42
99-0004900	\$3,630.29	99-0005090	\$727.08	99-0005432	\$4,531.50	99-0005793	\$2,550.00
99-0004911	\$1,764.67	99-0005091	\$2,871.00	99-0005455	\$1,375.00	99-0005803	\$1,840.25
99-0004917	\$847.40	99-0005105	\$1,336.70	99-0005457	\$4,650.00	99-0005805	\$2,362.00
99-0004918	\$1,849.94	99-0005106	\$3,180.80	99-0005472	\$15,764.96	99-0005811	\$6,397.30
99-0004919	\$5,037.00	99-0005113	\$7,817.85	99-0005505	\$3,600.00	99-0005814	\$12,115.00
99-0004925	\$5,693.45	99-0005115	\$1,380.23	99-0005507	\$1,170.00	99-0005833	\$8,397.98
99-0004928	\$2,027.15	99-0005122	\$4,019.08	99-0005510	\$6,287.80	99-0005834	\$1,229.57
99-0004930	\$9,502.04	99-0005128	\$963.00	99-0005512	\$1,064.70	99-0005866	\$41,215.13
99-0004932	\$7,717.50	99-0005135	\$13,617.01	99-0005513	\$28,806.53	99-0005870	\$5,027.00
99-0004936	\$12,231.00	99-0005138	\$692.82	99-0005518	\$2,989.27	99-0005881	\$4,340.35
99-0004937	\$4,813.00	99-0005158	\$26,154.00	99-0005523	\$1,137.00	99-0005886	\$7,869.96
99-0004938	\$4,502.50	99-0005171	\$2,947.91	99-0005529	\$3,997.45	99-0005892	\$5,992.56
99-0004940	\$2,114.15	99-0005195	\$4,056.60	99-0005530	\$19,490.99	99-0005895	\$3,240.51
99-0004942	\$12,022.40	99-0005203	\$949.49	99-0005537	\$1,555.00	99-0005913	\$2,668.64
99-0004944	\$3,331.21	99-0005208	\$730.00	99-0005539	\$1,680.00	99-0005914	\$6,507.53
99-0004950	\$3,150.00	99-0005218	\$4,282.08	99-0005542	\$3,129.40	99-0005924	\$9,135.00
99-0004959	\$4,786.40	99-0005227	\$1,501.00	99-0005547	\$1,200.00	99-0005928	\$1,924.51

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value	AP#	Net Cash Value
99-0005931	\$1,786.86	99-0006239	\$1,893.05	99-0006537	\$2,586.25	99-0006961	\$987.46
99-0005946	\$16,189.95	99-0006252	\$2,592.95	99-0006562	\$1,495.75	99-0006966	\$1,796.45
99-0005954	\$54,608.95	99-0006278	\$6,928.90	99-0006564	\$2,914.04	99-0006968	\$1,979.24
99-0005969	\$5,105.50	99-0006286	\$6,500.00	99-0006580	\$4,508.07	99-0006970	\$739.70
99-0005985	\$952.00	99-0006287	\$1,608.16	99-0006584	\$1,752.54	99-0006981	\$6,180.00
99-0005986	\$3,135.58	99-0006294	\$3,850.00	99-0006589	\$2,787.20	99-0006988	\$2,365.27
99-0005987	\$16,416.55	99-0006305	\$7,203.60	99-0006599	\$9,087.19	99-0006997	\$347,549.66
99-0005997	\$1,615.00	99-0006317	\$26,206.75	99-0006608	\$1,641.42	99-0006999	\$22,235.76
99-0006000	\$12,261.46	99-0006320	\$1,060.00	99-0006609	\$1,801.40	99-0007010	\$4,565.86
99-0006003	\$2,820.07	99-0006324	\$9,800.00	99-0006610	\$1,716.45	99-0007011	\$20,448.25
99-0006006	\$3,618.55	99-0006326	\$3,895.78	99-0006614	\$13,582.00	99-0007038	\$3,459.55
99-0006010	\$3,801.41	99-0006327	\$15,000.00	99-0006617	\$24,729.13	99-0007045	\$6,945.00
99-0006013	\$576.00	99-0006333	\$10,526.74	99-0006624	\$6,413.22	99-0007051	\$3,629.60
99-0006020	\$5,894.41	99-0006336	\$5,178.47	99-0006625	\$1,255.00	99-0007052	\$3,407.40
99-0006022	\$2,521.23	99-0006343	\$9,469.57	99-0006633	\$3,653.25	99-0007053	\$2,912.64
99-0006031	\$23,800.00	99-0006347	\$3,685.12	99-0006638	\$2,843.50	99-0007054	\$48,436.20
99-0006037	\$6,017.26	99-0006358	\$15,682.13	99-0006650	\$1,707.19	99-0007055	\$2,667.60
99-0006046	\$9,298.78	99-0006367	\$6,979.04	99-0006652	\$5,643.89	99-0007056	\$3,005.10
99-0006048	\$5,600.00	99-0006374	\$8,858.92	99-0006687	\$1,474.50	99-0007058	\$3,580.50
99-0006082	\$4,990.20	99-0006377	\$10,209.77	99-0006693	\$14,852.00	99-0007063	\$2,297.42
99-0006087	\$1,245.00	99-0006384	\$5,105.15	99-0006699	\$6,609.35	99-0007069	\$11,681.30
99-0006093	\$17,776.27	99-0006386	\$4,104.08	99-0006705	\$7,473.58	99-0007074	\$4,785.00
99-0006098	\$5,455.89	99-0006406	\$5,754.58	99-0006711	\$6,471.49	99-0007077	\$2,220.00
99-0006099	\$14,080.31	99-0006408	\$6,523.62	99-0006722	\$2,848.11	99-0007078	\$2,346.70
99-0006100	\$601.86	99-0006423	\$5,522.77	99-0006724	\$8,268.00	99-0007085	\$5,100.00
99-0006105	\$2,070.00	99-0006424	\$1,680.00	99-0006728	\$5,205.23	99-0007089	\$2,675.00
99-0006106	\$442.28	99-0006425	\$7,288.76	99-0006733	\$10,618.58	99-0007099	\$573.94
99-0006107	\$1,379.67	99-0006433	\$14,910.87	99-0006735	\$3,519.04	99-0007109	\$6,769.44
99-0006108	\$480.00	99-0006439	\$4,573.88	99-0006737	\$13,511.12	99-0007111	\$2,460.00
99-0006109	\$795.00	99-0006440	\$6,478.00	99-0006739	\$13,511.07	99-0007125	\$5,083.00
99-0006111	\$2,000.00	99-0006441	\$1,430.00	99-0006750	\$2,914.73	99-0007130	\$6,789.78
99-0006114	\$3,319.75	99-0006442	\$1,430.00	99-0006755	\$1,243.35	99-0007146	\$1,125.00
99-0006116	\$1,863.00	99-0006444	\$12,128.64	99-0006757	\$728.39	99-0007164	\$1,180.00
99-0006118	\$1,250.00	99-0006445	\$5,266.31	99-0006762	\$2,070.00	99-0007200	\$1,760.04
99-0006122	\$3,404.00	99-0006448	\$680.00	99-0006766	\$4,365.42	99-0007306	\$10,337.19
99-0006125	\$856.69	99-0006452	\$3,438.90	99-0006767	\$17,301.74	99-0007317	\$14,005.91
99-0006148	\$18,687.00	99-0006454	\$6,419.67	99-0006779	\$7,177.41	99-0007334	\$44,440.50
99-0006156	\$1,305.25	99-0006456	\$7,642.12	99-0006781	\$1,696.79	99-0007338	\$6,434.88
99-0006157	\$11,669.49	99-0006458	\$3,668.86	99-0006816	\$2,310.00	99-0007339	\$35,601.50
99-0006162	\$8,570.81	99-0006462	\$14,291.18	99-0006827	\$11,485.69	99-0007368	\$3,393.00
99-0006163	\$7,307.89	99-0006472	\$1,710.33	99-0006840	\$3,353.00	99-0007374	\$15,447.77
99-0006173	\$23,187.27	99-0006479	\$2,586.25	99-0006841	\$2,266.80	99-0007376	\$3,448.05
99-0006183	\$7,492.00	99-0006487	\$2,712.50	99-0006885	\$714.99	99-0007381	\$2,922.30
99-0006185	\$1,627.00	99-0006501	\$11,339.62	99-0006889	\$2,339.06	99-0007383	\$2,930.73
99-0006187	\$1,402.00	99-0006505	\$1,156.00	99-0006898	\$1,235.62	99-0007386	\$7,557.88
99-0006193	\$8,984.06	99-0006508	\$1,495.75	99-0006902	\$21,154.00	99-0007403	\$17,366.62
99-0006198	\$1,035.00	99-0006512	\$2,721.50	99-0006943	\$135,291.24	99-0007441	\$2,265.02
99-0006202	\$1,364.14	99-0006520	\$2,236.75	99-0006948	\$15,606.00	99-0007446	\$4,337.56
99-0006203	\$17,160.00	99-0006523	\$19,883.22	99-0006949	\$10,422.79	99-0007459	\$5,730.75
99-0006211	\$5,460.35	99-0006529	\$7,481.22	99-0006960	\$1,620.00	99-0007475	\$5,214.00

Schedule 2.4-1

AP#	Net Cash Value	AP#	Net Cash Value
99-0007598	\$6,021.70	99-0008227	\$19,341.28
99-0007606	\$2,681.43	99-0008228	\$9,394.56
99-0007698	\$23,193.00	99-0008239	\$8,520.00
99-0007886	\$9,137.68	99-0008255	\$5,873.11
99-0007930	\$16,811.97	99-0008264	\$1,525.25
99-0008005	\$4,223.53	99-0008275	\$6,905.45
99-0008010	\$21,038.70	99-0008283	\$792.11
99-0008011	\$2,173.45	99-0008285	\$2,852.25
99-0008022	\$1,651.75	99-0008298	\$3,250.00
99-0008023	\$2,185.63	99-0008299	\$7,450.87
99-0008024	\$4,198.63	99-0008301	\$1,644.51
99-0008028	\$1,316.78	99-0008488	\$876.80
99-0008032	\$15,660.77	99-0008491	\$8,127.00
99-0008034	\$1,928.81		
99-0008038	\$16,407.89		
99-0008052	\$8,519.53		
99-0008058	\$44,490.00		
99-0008062	\$5,185.00		
99-0008066	\$14,327.59		
99-0008076	\$8,785.47		
99-0008077	\$18,100.78		
99-0008078	\$13,875.00		
99-0008079	\$8,936.24		
99-0008080	\$3,728.63		
99-0008083	\$1,212.22		
99-0008085	\$1,835.00		
99-0008089	\$17,687.20		
99-0008101	\$5,174.70		
99-0008114	\$2,905.68		
99-0008121	\$11,200.50		
99-0008123	\$4,887.56		
99-0008129	\$3,973.50		
99-0008132	\$7,824.25		
99-0008134	\$4,389.00		
99-0008135	\$5,353.72		
99-0008141	\$9,979.73		
99-0008145	\$9,212.85		
99-0008147	\$1,610.62		
99-0008156	\$6,804.09		
99-0008164	\$3,022.66		
99-0008165	\$2,839.00		
99-0008176	\$2,650.00		
99-0008182	\$1,905.81		
99-0008192	\$40,000.00		
99-0008201	\$2,669.59		
99-0008209	\$1,100.80		
99-0008220	\$2,737.38		
99-0008221	\$17,817.40		
99-0008223	\$950.00		
99-0008224	\$2,348.12		

SCHEDULE 2.4-2
NON-CASH VALUE PURCHASE PRICE REDUCTION POLICIES

See attached.

Schedule 2.4-2

Policyld	Value upon policy withdrawal
99-0008591	129,000
99-0008480	13,000
99-0008248	13,000
99-0008205	6,000
99-0008203	11,000
99-0008180	4,000
99-0008159	9,000
99-0008143	20,000
99-0008133	6,000
99-0008047	5,000
99-0007963	138,000
99-0007607	108,000
99-0007563	67,000
99-0007499	411,000
99-0007396	80,000
99-0007114	8,000
99-0006890	45,000
99-0006606	9,000
99-0006571	21,000
99-0006524	21,000
99-0006504	5,000
99-0006390	12,000
99-0006300	17,000
99-0006275	10,000
99-0006244	15,000
99-0006206	14,000
99-0006164	6,000
99-0006143	5,000
99-0006096	71,000
99-0006038	9,000
99-0006002	10,000
99-0005994	26,000
99-0005973	8,000
99-0005952	9,000
99-0005904	11,000
99-0005810	3,000
99-0005766	12,000
99-0005719	23,000
99-0005620	8,000
99-0005586	5,000
99-0005378	22,000
99-0005367	33,000
99-0005349	9,000
99-0005223	23,000
99-0005179	14,000
99-0005146	5,000
99-0005143	25,000

Policyld	Value upon policy withdrawal
99-0005055	4,000
99-0004992	18,000
99-0004912	7,000
99-0004859	11,000
99-0004819	14,000
99-0004646	7,000
99-0004616	44,000
99-0004611	5,000
99-0004469	9,000
99-0004321	11,000
99-0004291	11,000
99-0004181	21,000
99-0004145	14,000
99-0004026	21,000
99-0003977	18,000
99-0003968	17,000
99-0003935	7,000
99-0003896	6,000
99-0003884	9,000
99-0003774	10,000
99-0003763	25,000
99-0003757	22,000
99-0003730	17,000
99-0003568	16,000
99-0003397	17,000
99-0003300	14,000
99-0003272	17,000
99-0003253	24,000
99-0003224	14,000
99-0003222	10,000
99-0003165	17,000
99-0003044	6,000
99-0003002	24,000
99-0002940	8,000
99-0002804	4,000
99-0002786	23,000
99-0002754	7,000
99-0002732	14,000
99-0002731	23,000
99-0002597	23,000
99-0002525	12,000
99-0002418	26,000
99-0002417	16,000
99-0002381	9,000
99-0002127	8,000
99-0002083	22,000
99-0002050	8,000

Policyld	Value upon policy withdrawal
99-0001900	63,000
99-0001883	6,000
99-0001754	25,000
99-0001703	42,000
99-0001637	9,000
99-0001501	8,000
99-0001282	29,000
99-0001223	12,000
99-0001146	13,000
99-0001059	11,000
99-0001020	19,000
99-0000944	41,000
99-0000867	12,000
99-0000859	19,000
99-0000844	14,000
99-0000839	3,000
99-0000520	7,000
99-0000504	14,000
99-0000337	11,000
99-0000155	22,000
99-0000139	9,000
90-0000144	11,000
80-0000057	6,000
80-0000019	23,000
80-0000012	10,000
80-0000005	79,000
50-0000186	44,000
50-0000151	99,000
50-0000091	311,000
50-0000087	32,000
50-0000024	9,000
50-0000023	174,000
50-0000019	47,000
10-0000545	356,000
10-0000529	175,000
10-0000514	21,000
10-0000511	40,000
10-0000402	19,000
10-0000298	5,000
10-0000252	24,000
10-0000217	20,000
10-0000073	9,000
10-0000056	6,000
10-0000033	17,000
10-0000027	24,000

SCHEDULE 4.4(A)
PENDING AND THREATENED ACTIONS

American United Life Insurance Co., et al. v. Receiver, Case No. 04-61143-CIV Moreno

Description: Action by insurance companies seeking declaration that certain of the Receivership policies they issued were procured by fraud and are void, seeking damages, and asserting RICO and fraud claims. The plaintiffs' amended ancillary complaint (the "Amended Complaint") only specifically identifies five insurance policies which the plaintiffs allege were procured through fraud. To date, none of the insurance companies involved in this action have failed to pay a claim upon the maturity of an insurance policy owned by the Seller or the Receivership Entities.

Status: Judge Moreno dismissed the original complaint and the Amended Complaint. Insurers have appealed to the 11th Circuit. Oral Arguments were on November 16, 2006. Pending.

Anthony M. Livoti, Jr., P.A. (Trustee) v. Savings Bank Life Insurance Company of Massachusetts, Case No. 02-10733 JLT (D. Mass)

Description: Pre-receivership declaratory judgment action brought by Livoti for MBC when insurer refused to pay death benefits on a \$1,000,000 policy they claim was procured by fraud. This policy is not a Policy (as such term is used in this Agreement).

Status: Case has been closed without judgment.

Receiver v. Joel Steinger, et al., Case No. 05-61471-CIV-Moreno

Description: Action against all of the insider defendants to recover damages for the receivership.

Status: Action pending against Joel & Leslie Steinger.

Receiver v. Spear Safer CPA's & Advisors, Case No. 06-60727 CIV-Dimitrouleas

Description: Professional negligence claim against MBC's former outside auditors.

Status: Pending.

Receiver v. American Express, Case No. 06-61712 CIV-Cohn

Description: Action to recover \$140,569 in MBC funds that were fraudulently transferred to defendant Amex in order to satisfy the personal obligations of MBC's former VP.

Status: Pending.

Receiver v. Ocala Breeders Sales Company, Case No. 06-61713 CIV-Cohn

Description: Action to recover \$129,875 in MBC funds that were fraudulently transferred to defendant OBS in order to satisfy the personal obligations of MBC's former VP.

Status: Pending.

Receiver v. Shao Feng Wang, et al., Case No. 06-60970 CIV-Graham

Description: Action to recover commissions from sales agents who got paid, even though their investors' money was returned as part of the pre-closing funds.

Status: Complaint filed.

State of Florida v. MBC, Case No. 04-007420CF10A, Judge Levenson

Description: Criminal Case

Status: Status conference scheduled for 1/25/2007 at 2:00 p.m. @Broward County Courthouse.

Lee Martin v. Lander C. McLoyd v. Mutual Benefits Corporation, Case No. 06-750-CZ (State of Michigan Washtenwa County Court 22nd Judicial Circuit)

Description: Individual investor action brought against former MBC sales agent, where sales agent has asserted claim for indemnification against MBC.

Status: Pending.

SCHEDULE 4.5
THIRD PARTY BENEFICIARIES

[voluminous schedule omitted from court filing]